

TERMS AND CONDITIONS MC FACILITIES B.V. TRADING UNDER THE NAME FILMPARTNERS

1. GENERAL

- 1.1 In these Terms and Conditions the following terms have the following meanings:
- a) FilmPartners: MC Facilities B.V. also, trading under the name FilmPartners International;
 - b) The Commissioning Party: the party who wishes to make use of the services/facilities of FilmPartners;
 - c) Parties: FilmPartners and the Commissioning Party together;
 - d) Agreement: the written document (in the form of an agreement) describing the products, services and/or staff to be delivered or made available by FilmPartners;
 - e) Services: the work to be carried out by FilmPartners as described in the Agreement;
 - f) Products: the hardware and software to be provided by FilmPartners to the Commissioning Party, as specified in the Agreement.
- 1.2 These Terms and Conditions apply to the Agreement closed between FilmPartners and the Commissioning Party.
- 1.3 Deviations from these Terms and Conditions are only valid if and insofar as they have been explicitly agreed in writing by the Parties and shall be applicable only to the specific agreement to which they relate.
- 1.4 Versions of these Terms and Conditions may exist in foreign languages. In case of any discrepancy between the Dutch version and a version in a foreign language, the Dutch version prevails.
- 1.5 If there is any uncertainty as to the interpretation of one or more provisions of these Terms and Conditions, the interpretation shall take place 'in the spirit' of such provisions. If any provision of these Terms and Conditions is null and void or annulled, the other provisions of these Terms and Conditions shall remain in full force and effect.

2. CONCLUSION OF THE AGREEMENT

- 2.1 Based on the budget and the strategy and preferences that the Commissioning Party has communicated to FilmPartners during the quotation phase, FilmPartners will draw up an order confirmation. The order confirmation will be drawn up to the best of its knowledge and capabilities based on the price quotation to which the Commissioning Party has agreed.
- 2.2 An Agreement is formed when the Commissioning Party signs the order confirmation or on the actual execution of the delivery of the products or services by FilmPartners at the Commissioning Party's request.
- 2.3 Deviations from the Agreement are only valid if they have been agreed upon afterwards between the Parties in writing.
- 2.4 The Parties are not entitled to transfer their rights and obligations under the Agreement without the prior written consent of the other party.

3. ACCEPTANCE

- 3.1 Upon delivery or installation of the delivered products, the Parties have the opportunity to have an acceptance test performed to test the products made available by FilmPartners to the Commissioning Party and the related services described in the Agreement. Both parties may take the initiative. In the Agreement it is agreed within what period this acceptance test can be performed.
- 3.2 Immediately after the acceptance test has taken place, a test report will be prepared and signed by the Parties. The report shall lay down whether the products and/or services have been accepted by the Commissioning Party. If defects are found during the test, this will be stated in the report and FilmPartners shall make every effort to fix these defects to the best of its ability and in the shortest time possible. After repair, it is possible to perform a new acceptance test, only related to the defects found.
- 3.3 Defects which, due to their scope or nature do not hinder the operational use of the products and/or services, will not be a reason to refuse acceptance, without prejudice to the obligation of FilmPartners to rectify these defects as soon as possible.
- 3.4 The products and/or services are deemed to have been accepted by the Commissioning Party if the period within which the acceptance test should have taken place, has expired or if the Commissioning Party has taken the products and/or services into operational use.

4. PRICES

- 4.1 All prices of FilmPartners are in Euros and are exclusive of VAT and any other government levies. The fees and rates due by the Commissioning Party for the products and/or services to be delivered by FilmPartners are laid down in the Agreement. Related costs such as travel, accommodation and transport costs shall be also set out in the Agreement to the extent possible.
- 4.2 Products made available and/or services provided that are not mentioned in the Agreement, shall be regarded as additional work. The Parties must reach agreement on this in writing, preferably prior to the delivery of the product or service in question.

5. PAYMENT

- 5.1 The Commissioning Party must pay the invoices of FilmPartners no later than the dates agreed in the Agreement. The total price of a project is divided into an amount that must be paid immediately after signing the Agreement (the first partial invoice) and then on one or more subsequent partial invoices

to be paid in fixed and agreed instalments. Additional work or costs that can only be charged on the basis of subsequent calculation shall be invoiced monthly, as a general rule. These invoices are subject to a payment term of fourteen calendar days calculated from the date of invoice.

- 5.2 Payment to FilmPartners can only be made legally through transfer to the bank account stated on the invoice. Unless agreed otherwise in writing, FilmPartners will charge the payments to the oldest invoice.
- 5.3 In case of non-payment after a payment reminder has been sent to the Commissioning Party, the Commissioning Party is in default by operation of law without any summons or proof of default being required. As soon as the Commissioning Party is in default in the payment of an invoice given by FilmPartners in due time, the Commissioning Party shall owe the statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code (BW) from the due date of the invoice until the day of full payment. In this case, FilmPartners shall also be entitled to claim collection measures in addition to the commercial interest, the Commissioning Party shall also be obliged to reimburse all judicial and extrajudicial costs, without prejudice to any other rights of FilmPartners.
- 5.4 If any payment term is exceeded, FilmPartners shall be entitled to suspend its obligations under the Agreement until full payment of the outstanding (partial) invoice(s) has been made, without prejudice to the right of FilmPartners to compensation for damages and without being obliged to compensate any damage towards The Commissioning Party. In this case, the Commissioning Party is no longer entitled to use the products made available and/or FilmPartners shall suspend services that are provided to the Commissioning Party.
- 5.5 Objections to invoiced amounts, must be made in writing to FilmPartners within 14 days of receipt, otherwise the accuracy of the invoiced amounts shall be confirmed. Offset or suspension by the Commissioning Party shall not be allowed.

6. INTELLECTUAL PROPERTY

- 6.1 The Commissioning Party guarantees to FilmPartners that no intellectual property rights of third parties oppose the execution of the Agreement by FilmPartners and that the Commissioning Party has full and unlimited permission from all legitimate claimants to register the parts over which intellectual property rights are vested and to have them recorded by FilmPartners on sound, image or other data carriers. The Commissioning Party shall fully indemnify and hold FilmPartners and all parties affiliated to FilmPartners harmless from any claim due to a breach of the provisions of this article.
- 6.2 Unless explicitly stated otherwise in the Agreement, all rights of intellectual and industrial property of the products (hardware and software) made available by FilmPartners and/or freelancers under the Agreement belong exclusively to FilmPartners, its licensors or its suppliers. The Commissioning Party only receives rights of use.

7. LIABILITY

- 7.1 Should FilmPartners be liable, this liability is limited to the provisions of this clause.
- 7.2 The total liability of FilmPartners under any circumstances whatsoever is limited to compensation for direct damage suffered by the Commissioning Party and is limited per event to the amount of the price agreed for the Agreement in question, with a maximum of EUR 100,000.- (in words: hundred thousand Euros), in which case a series of related events counts as one event.
Direct damage within the meaning of these Terms and Conditions is exclusively understood as:
 - Reasonable costs incurred by the Commissioning Party for the faulty performance of FilmPartners to comply with the Agreement. However, this damage shall not be compensated if the Commissioning Party has terminated the Agreement;
 - The reasonable costs incurred by the Commissioning Party for arrangements that had to be made because FilmPartners failed to deliver the products and/or services on a delivery date that was binding on him, minus any cost savings as a result of the delayed delivery;
 - Damage or loss of goods;
 - The reasonable costs incurred to determine the cause and extent of the direct damage;
 - The reasonable costs incurred to prevent or mitigate the direct damage.
- 7.3 FilmPartners is never liable for indirect damage, including but not limited to consequential damage, lost turnover or lost profit, lost savings, damage due to company stagnation, reputational damage, reduced goodwill, damage related to the use of products delivered or assigned by the Commissioning Party to FilmPartners or third parties, damage related to the use of third parties assigned by the Commissioning Party to FilmPartners.
- 7.4 The Commissioning Party shall indemnify FilmPartners, within the framework of its facilitating role, against all claims and third-party claims in relation to the services provided and/or facilities made available by FilmPartners.
- 7.5 The restrictions of liability set out in this Article do not apply if the damage is due to intent or gross negligence on the part of FilmPartners or its managing subordinates.
- 7.6 The provisions of this Article 7 also apply to the benefit of all persons or legal entities that FilmPartners uses for the execution of the Agreement.

8. NON-ATTRIBUTABLE FAILURE

- 8.1 FilmPartners is not obliged to fulfil any of its obligations towards The Commissioning Party if it is hindered to do so due to a circumstance that is not attributable to the Commissioning Party and for which it is not responsible by virtue of the law, a legal act or generally accepted practice.
- 8.2 In these Terms and Conditions, a non-attributable failure is understood to mean, in addition to what is understood by the law and jurisprudence, all external causes, foreseen or unforeseen, over which FilmPartners has no influence and, as a result of which, FilmPartners is no longer able to fulfil its obligations.

War, armed conflicts, terrorist attacks, revolt, riot, nuclear reactions, natural disasters, volcanic eruptions, fire, strikes, excessive absenteeism, failures in the energy grid or the closure of buildings in which FilmPartners carries out its activities, are included in any case.

- 8.3 If a failure in the fulfilment of the obligations of one of the parties pursuant to the Agreement cannot be attributed to him, the mutual obligations of the Parties will be suspended until such time as the fulfilment of the obligations is reasonably possible again.
- 8.4 Insofar as FilmPartners has already partially fulfilled its obligations under the Agreement at the time the non-attributable failure occurs, and the part that has been fulfilled has independent value, FilmPartners shall be entitled to invoice the part that has already been fulfilled separately. The Commissioning Party is obliged to pay this invoice as if it were a separate Agreement.

9. DURATION AND TERMINATION OF THE AGREEMENT

- 9.1 The duration of the Agreement is specified in the Agreement and depends on the project for which the equipment and services of FilmPartners are used.
- 9.2 In case of an extension of the Agreement, the Parties have to reach an Agreement in due time and in writing about how long the extension will be, what the new planning and delivery times will be and under what conditions the extension will take place.
- 9.3 During the term of the Agreement it is not possible for the parties to terminate the agreement prematurely, unless one of the situations as described in the following 2 provisions applies.
- 9.4 Each Party is entitled to terminate the Agreement in whole or in part by means of a registered letter out of court and with immediate effect if the other party fails to fulfil its obligations under the Agreement even after a written reminder setting a reasonable term.
- 9.5 Each Party is also entitled to terminate the Agreement in whole or in part without any summon or notice of default being required, out of court and with immediate effect, if (a) the other party applies for a suspension of payments or is granted suspension of payments; (b) the other party files for bankruptcy or is declared bankrupt; (c) the other party's company is liquidated; (d) the other party discontinues its current business or profession without being obliged to pay any compensation to the other party and without prejudice to any other rights.
- 9.6 If, at the time of termination, FilmPartners has already carried out services for the execution of the Agreement, the payment obligations associated with these services are immediately due and payable. This also includes the payments that FilmPartners owes to third parties under the Agreement. Amounts that FilmPartners has invoiced prior to termination in relation to what it has already done or delivered in connection with the execution of the Agreement shall remain due and payable immediately at the moment of termination. Any preparation costs incurred by the Commissioning Party to FilmPartners will be reimbursed.
- 9.7 If the Broadcaster or media platform owner with whom the Commissioning Party has concluded the production agreement decides to discontinue the production prematurely. The Agreement sets out in detail the conditions under which a cancellation can be made, which depend on the nature and duration of the project and the agreed fees.
- 9.8 If, despite the provisions of Article 9.3 the Commissioning Party decides not to proceed with the production or to interrupt it prematurely, without Article 9.5, 9.6 or 9.7 being applicable, the current Agreement will remain valid and in force as mentioned above. In accordance with the Agreement, the Commissioning Party is then obliged to pay the agreed fees and (partial) invoices with a reduction of the travel, accommodation and transport costs estimated in the Agreement but not incurred or not fully incurred.
- 9.9 The termination rights in this Article apply in addition to dissolution regulations of the Dutch Civil Code.

10. LEASE OF PRODUCTS AND THE PROVISION OF SERVICES

- 10.1 The Agreement specifies which products will be leased to the Commissioning Party and which related services will be provided. Unless explicitly stated otherwise in the Agreement, FilmPartners is responsible for the installation of the products delivered.
- 10.2 The Commissioning Party is not authorised to use the products leased from FilmPartners for any other purpose or at any other place than that stated in the Agreement.
- 10.3 The Commissioning Party undertakes to use the leased products in a careful manner and with due observance of the legal regulations and to (continue to) follow the instructions and/or indications of FilmPartners in relation to the use and maintenance of the leased products immediately.
- 10.4 FilmPartners has the right to inspect and maintain the leased products at any time.
- 10.5 The Commissioning Party undertakes to report immediately the defects discovered during the lease period to FilmPartners through a full and detailed written statement. FilmPartners will carry out the repair work itself or with the help of a third party at its own expense. The Commissioning Party is not entitled to carry out repair work and adjustments to the leased products or have this carried out without the prior consent of FilmPartners. Agreements associated with service and support are additional to this Agreement and these Terms and Conditions are laid down in a Service Level Agreement.
- 10.6 In the event of theft or any other crime, the Commissioning Party is required to report it to the relevant authorities and to provide FilmPartners with a copy of the report and/or the police report.
- 10.7 In the event of loss or damage to the leased products or if third parties assert rights to the leased products, including seizure, the Commissioning Party is obliged to Inform FilmPartners immediately.

11. USE OF SOFTWARE

- 11.1 The software specified in the Agreement will be made available by FilmPartners to the Commissioning Party by delivery on the project location. Unless otherwise stated in the Agreement, the Commissioning Party will take care of the implementation of such software.
- 11.2 During the term of the Agreement, the Commissioning Party receives from FilmPartners the non-exclusive and non-transferable right to use the software application by installing, loading, displaying, executing or storing the software on the computer equipment.
- 11.3 The Commissioning Party is not allowed to transfer the rights of use of the software and its corresponding documentation to a third party or to have a third party use it on behalf of the Commissioning Party.
- 11.4 Unless agreed otherwise in writing in the Agreement, the right of use is limited to use for data processing within the Commissioning Party's own organisation and for the purposes as stipulated in the Agreement.
- 11.5 The Commissioning Party will not make the software and/or the corresponding documentation public and will not copy or otherwise duplicate or change it, except insofar as this is necessary for (a) its own data processing and the purposes as stipulated in the Agreement; (b) making a number of backups if necessary, for the use of the software and/or documentation; or (c) repairing defects in the software.
- 11.6 The Commissioning Party is entitled to the following maintenance services: (a) the repair of defects; (b) the provision of improved and/or new versions; and (c) the provision of on-demand support for the use of the software.
- 11.7 If stated in the Agreement, FilmPartners will train the users of the Commissioning Party, as a part of the delivery of the software, in the use and the operation of the functionalities of the software. All training courses are provided on the Terms and fees mentioned in the Agreement.
- 11.8 The Commissioning Party will take care of the purchase, the management and maintenance of products that are necessary for the use of the software, unless explicitly stated otherwise in the Agreement.
- 11.9 FilmPartners declares that the software, upon delivery, contains the functionality and features as defined in the corresponding documentation and the specifications.

12. COOPERATION OF THE COMMISSIONING PARTY

- 12.1 The Commissioning Party will provide FilmPartners in good time with all data, information, location, materials, (technical) facilities and any other requirements necessary for the proper execution of the Agreement and will provide the necessary cooperation.
- 12.2 If the necessary requirements, location or other facilities for the performance of the Agreement have not been made available to FilmPartners, or have not been made available in due time or in accordance to the Agreement, and therefore meeting its obligations, FilmPartners shall be entitled to suspend the execution of the Agreement and to charge any costs incurred as a result in accordance with its usual rates.
- 12.3 If the employees of FilmPartners and/or third parties are required to carry out work in the company of the Commissioning Party or at another location assigned by the Commissioning Party for the execution of the Agreement, the Commissioning Party shall provide free of charge the facilities reasonably required by these employees, such as but not limited to a workspace with telecommunication facilities.
- 12.4 The Commissioning Party is liable for damages suffered by employees of FilmPartners and/or third parties in connection with the execution of the aforementioned work due to acts or omissions on the part of the Commissioning Party and/or of unsafe situations in its company or at the location assigned by it and will indemnify FilmPartners against claims in this respect.

13. PROVISION OF STAFF

- 13.1 If required, FilmPartners supports the Commissioning Party by providing and deploying staff for the execution of the work described in the Agreement. The estimated period of time during which the staff is deployed or the estimated duration of the work is laid down in the Agreement.
- 13.2 FilmPartners guarantees that the staff provided has the expertise and craftsmanship that can be expected by the Commissioning Party for the execution of the work in the usual circumstances.
- 13.3 The hourly rate is laid down in the Agreement. The rate applies only to the position or staff member indicated in the Agreement.
- 13.4 The Commissioning Party is obliged to ensure that all local statutory provisions relevant to working conditions and working hours and the duty of care with respect to the safety of the working environment are complied with during the execution of the Agreement. The Commissioning Party shall indemnify FilmPartners harmless against all fines and claims resulting from violation of these provisions or non-compliance of this duty of care.
- 13.5 FilmPartners will fully comply with its obligations pursuant to all applicable social insurance and tax legislation with regard to the staff provided by FilmPartners to the Commissioning Party.

14. USE OF THIRD PARTIES OR PRODUCTS AND SERVICES FROM THIRD PARTIES

- 14.1 If FilmPartners deems it necessary, it has the right to appoint third parties, including external experts and/or external facilities and provisions, for the execution of its obligations arising from the Agreement. In the latter case, FilmPartners remains fully responsible for the execution of its obligations towards the Commissioning Party and any additional costs shall be borne by FilmPartners.
- 14.2 In the event that the Commissioning Party explicitly requests FilmPartners to make use of third parties and FilmPartners agrees to this in writing, the Commissioning Party is fully responsible for the acts and omissions of the third party and any additional costs shall be borne by the Commissioning Party.
- 14.3 If a supplier of FilmPartners terminates an Agreement, fails to comply or suspends an agreement with FilmPartners, FilmPartners shall be entitled to replace the products or services delivered and/or provided by this supplier, by an equivalent product or service.

15. DELIVERY AND PLANNING

- 15.1 The Agreement includes a planning for the delivery of the leased equipment and services, as well as any acceptance test, training days and finally, the completion phase and the end date of the project or the Agreement. The delivery times or planning shall be determined to the best of its knowledge based on the information that was known to FilmPartners at the time of entering into the Agreement and will be observed to the extent possible.
- 15.2 Changes in the planning requested by the Commissioning Party must be agreed in writing by both Parties and may lead to a change of the delivery times and/or a change of the agreed fees.
- 15.3 If there is a risk that any term will be exceeded, the Commissioning Party will be informed of this by FilmPartners. The Parties will then consult with each other as soon as possible in order to determine a new delivery term. The mere fact that a delivery term is exceeded, does not mean that FilmPartners is in default and does not give the Commissioning Party the right to terminate the Agreement. If a delivery term is exceeded, FilmPartners will only be in default after written notice of default, for which a further and reasonable term is set.

16. EQUIPMENT: TRANSPORT, DAMAGE, RISK

- 16.1 The risk of loss or damage to the products made available by FilmPartners to the Commissioning Party is transferred to the Commissioning Party as soon as the products reach the location of the Commissioning Party. For the duration of the Agreement, the Commissioning Party will take out adequate insurance in relation to the leased products. A copy of the insurance policy and proof of the premium payment(s) will be sent to FilmPartners immediately upon request.
- 16.2 The Commissioning Party is liable for damages and/or the complete or partial loss of products belonging to FilmPartners, which FilmPartners has made available to the Commissioning Party in accordance with the Agreement.
- 16.3 The costs of transport, transport insurance and handling of products to and from the project location will be charged to the Commissioning Party, unless the Parties agreed otherwise in the Agreement.

17. CONFIDENTIALITY

- 17.1 The Commissioning Party and FilmPartners will keep the information received in writing or orally from the other party as part of the Agreement, of which the receiver knows or should know to be confidential, strictly confidential and will not disclose this information to third parties, unless this information: a. was already in the possession of the receiver without any obligation to confidentiality; b. is already in the public domain, other than as a result of a breach on this Article 14 or because of a disclosure which the receiver knew at the time or could reasonably have known to be unlawful at the moment of disclosure; c. must be disclosed on the basis of the applicable legal rules or regulations of a stock exchange or by any national, provincial, municipal or other government-controlled body or judicial decision in any relevant jurisdiction, but in such a case only after prior and timely consultation of the other party in relation to the necessity, the point in time and the contents of the disclosure.
- 17.2 Information shall in any case be regarded as confidential if it has been designated as such by the provider of that information. The receiver of the confidential information shall only use it for the purpose for which it was provided.

18. PERSONAL DATA AND PRIVACY

- 18.1 Insofar as FilmPartners processes personal data commissioned by the Commissioning Party pursuant to the Agreement, the Commissioning Party is regarded as data controller or as data processor within the framework of the applicable laws and regulations and FilmPartners processes this personal data only under the responsibility of the Commissioning Party as a processor or as controller within the meaning of the applicable laws and regulations.
- 18.2 The Commissioning Party has control over the personal data and will determine the purpose and the means of processing. FilmPartners will only process the personal data under the responsibility of the Commissioning Party and based on Commissioning Party's written instructions and only for the purpose determined by the Commissioning Party.
- 18.3 After prior notification to the Commissioning Party, FilmPartners shall be entitled to engage third parties and/or to provide the personal data to a third party in relation to the execution of the Agreement or on the basis of a legal obligation. FilmPartners is responsible vis-à-vis the Commissioning Party for third parties engaged by him and will impose the obligations under this Article on these third parties.

- 18.4 The Commissioning Party guarantees FilmPartners that the content, use and processing of the personal data are not unlawful and does not infringe any right of third parties. FilmPartners is not obliged to check the accuracy or completeness of the personal data. The Commissioning Party shall indemnify FilmPartners for any claims/fines from regulators and/or persons whose personal data are processed as part of the Agreement or for whom the Commissioning Party is otherwise responsible pursuant to the Law, unless the Commissioning Party proves that the facts on which the claim is based are only attributable to FilmPartners.
- 18.5 During the execution of its services, FilmPartners shall take all technical and organisational security measures to protect the personal data against loss or any form of unlawful processing. FilmPartners shall guarantee that the security measures meet a level that, taking into account the state of the technology and the costs of implementing the security measures, is at least customary in the sector considering the products and/or services to be delivered by FilmPartners. FilmPartners does not guarantee that the security measures will be effective under all circumstances.
- 18.6 It is the responsibility of the Commissioning Party to decide whether these security measures offer an appropriate level of protection, in view of the risks associated with the processing and the nature of the personal data and has the right to monitor the compliance of the aforementioned security measures. If a change in the security measures to be taken by FilmPartners is necessary to provide an appropriate level of protection, the Parties will consult with each other about the required change and the related costs. After Agreement has been achieved between the Parties, FilmPartners will actually implement the modified security measures.
- 18.7 FilmPartners will make every effort to inform the Commissioning Party as soon as possible about security incidents, after a security incident is discovered. FilmPartners will, where possible and needed, provide information and cooperation to the Commissioning Party within the framework of the security incidents reported by FilmPartners to the Commissioning Party. FilmPartners may charge the costs incurred in this context to the Commissioning Party.
- 18.8 The reporting of data breaches, as referred into the applicable laws and regulations remains at any time the responsibility of the Commissioning Party and FilmPartners is never obliged to report data breaches to a person involved a supervisor.
- 18.9 Once the Agreement ends or is terminated, FilmPartners shall not retain any personal data stored in connection with the execution of the Agreement. All personal data will be returned or destroyed. The provisions in this Paragraph do not apply if returning or destroying all or part of the personal data by FilmPartners is not allowed on the grounds of applicable laws and regulations. In such a case, FilmPartners will only continue to process the personal data to the extent necessary based on these laws and regulations.

19. DISPUTES AND APPLICABLE LAW

- 19.1 All legal relationships to which FilmPartners is a party are exclusively governed by Dutch law, even if an obligation is executed wholly or partially abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is expressly excluded.
- 19.2 All disputes between FilmPartners and the Commissioning Party will be submitted exclusively to the competent court in The Hague, the Netherlands.
- 19.3 The parties will do their utmost to resolve any disputes by mutual agreement.