TERMS & CONDITIONS

INTRODUCTION

The company Your Guy Oscar provides video content, photography and digital content, filmmaking services and other production services for brands, companies, agencies, production houses, filmmakers and other individuals, herein referred to as “Client”.

These Terms & Conditions govern the supply of the Services to the Client identified in a possible Statement of Work, Quotation, Invoice, e-mail or other form of electronic communication between the Client and Your Guy Oscar.

AGREED TERMS

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in the Agreement, as well as those terms defined in a possible Statement of Work or written information communicated electronically.

Acceptance Date: the date on which the Client notifies Your Guy Oscar in accordance with the terms of the Agreement that it accepts, as satisfactory, the Deliverables.

Agreement: the video production agreement between Your Guy Oscar and the Client for the supply of the Services by Your Guy Oscar to the Client, made in accordance with the basis of agreement under clause 2, incorporating a possible Statement of Work and these Terms.

Applications: the application(s) for the Video and/or the Deliverables (if applicable), detailed in the Statement of Work, Quotation or Invoice.

Archive Fee: shall be the fee set out in the Statement of Work in respect of possible archive services for the final Video and Edit Files.

Brief: the completed video brief, that is attached to Statement of Work or attached to an e-mail.

Business Day: a day other than a Saturday, Sunday or public holiday in the Netherlands when banks in the Netherlands are open for business.

Client: the client identified in the Statement of Work, an e-mail or other form of written electronic communication.

Client Representative: people that either work or represent the Client and the interests of the Client.

Confidential Information: proprietary information or information of commercial value, in whatever form or medium, which has been kept confidential by the party from whom the information originates, including information relating to the party's business operations, strategies, pricing, marketing and information relating to the methodologies used to create the Deliverables or any of their constituent parts, commercial or technical know-how, any and all of the foregoing information pertaining to either party's clients and suppliers.

Costs: the costs, costs of service and expenses, including any Third-Party Materials costs (if known) detailed in a

possible Statement of Work, Quotation, e-mail or other form of electronic communication.

Deliverables: any deliverables described in a Statement of Work, e-mail, or other written communication (including but not limited to WhatsApp or similar messaging platforms), including the Video and any other agreed outputs such as stills, alternate edits, trailers, reels, or captioned versions, but excluding the Edit Files and raw footage or equivalent source materials. For the avoidance of doubt, Deliverables shall be limited to those items expressly agreed upon, and no additional versions, formats, or materials shall be deemed Deliverables unless separately specified in writing.

Director's Cut: the edited version(s) of the Project that represents the director's own approved edit in contrast to the main release.

Edit Files: the files which are created by Your Guy Oscar after the rushes/dailies phase and before the final production of the Video, which can show or from which can be deduced the highly skilled editing processes and methodologies used by Your Guy Oscar to create the Video.

Final Version: The final versions of the creations collaborated on or produced by Your Guy Oscar.

Input Materials: all Client acceptances or approvals, scripts, footage, documents, branding images and materials, music, fonts, 3D assets, props (including but not limited to objects provided for use in filming such as decorations or personal items), images and materials, performances and services to be provided by the Client, or on its behalf (including by talent, contributors, consultants, third parties, or freelancers procured by the Client) to Your Guy Oscar relating to the

Services and Deliverables, as specified in the Statement of Work or as otherwise agreed by the parties from time to time, including the Client's name and any Client branding provided by the Client to Your Guy Oscar, together with any other creative, technical, or practical elements contributed by the Client in connection with the Project, whether or not specifically listed herein.

Intellectual Property (Rights): all copyright, neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, format rights, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invoice: a formal document, also seen as an official bill from Your Guy Oscar to the Client, stating the Costs to create and deliver the Deliverables, Video(s), footage or audio files to the Client.

Key Creative Parameters: those key creative parameters for the Video, set out in a possible Statement of Work, Brief or initial email.

Key Personnel: those persons listed in the Statement of Work, Quotation, Invoice, or other form of written electronic communication, who will provide the (freelance) services for the production of the Video, which may include presenters or actors appearing in or providing voice-over contributions to the Video, the director, individual producer, lead

photographer or cameraman, editor or other post-production roles.

Payment Schedule: the schedule of payments set out in the Statement of Work, Quotation or e-mail.

Photography: the photography to be produced by Your Guy Oscar as provided for in the Statement of Work or e-mail.

Pre-Production Pack: a pack of materials possibly prepared by Your Guy Oscar and possibly delivered or presented by Your Guy Oscar to the Client before the Shoot Date which may include amongst others, the cast members, location(s), props, costumes, treatments, lookbooks, scripts, call-sheet and detailed breakdown of the Services for the Shoot Date.

Pre-Production Meeting: a meeting where the Pre-Production Pack can be presented or made available to the Client or a representative of the Client.

Production Schedule: the agreed dates, times and locations for the preparation, production and post-production of the Video during the Term, as attached to the Statement of Work.

Project: the collaborative enterprise that the Client is commissioning and that Your Guy Oscar is producing or in other ways participating in, to achieve a particular aim.

Quotation: a formal document stating the estimated Costs to create and deliver the Deliverables, Video(s), scripts, concepts, footage or audio files to the Client.

Response to Brief: any response to the Brief prepared by Your Guy Oscar and possibly attached to a Statement of Work.

Services: the work to be provided by Your Guy Oscar as described in a Statement of Work, e-mail or other form of electronic communication, which includes the creation of the Deliverables.

Shoot Date: the date specified for such in the Production Schedule.

Statement of Work: a statement of work provided by Your Guy Oscar to the Client, once signed or agreed upon via e-mail by an authorised Representative of the Client and Your Guy Oscar, which includes the Brief, the Response to Brief, the Production Schedule and the Costs.

Term: the period from the date of the Agreement until the Acceptance Date or (if earlier) termination of the Agreement.

Terms: these terms & conditions.

Third Party Materials: those materials identified as such in the Statement of Work, which are owned or licensed by a third party and used in connection with the Deliverables.

Video(s): the video(s) to be produced by Your Guy Oscar as provided for in the Statement of Work or e-mail.

1.2 Any words following the Terms including: include, in particular, for example, such as, for instance, or any similar expression shall be construed as illustrative and shall not

limit the sense of the words, description, definition, phrase or term preceding those Terms.

2. BASIS OF AGREEMENT

2.1 Once a Quotation is in agreement with both parties, and this is documented electronically via e-mail or any other form of written electronic communication, these Terms will apply and therefore be legally binding. If the parties do not work with a Quotation, once the Invoice has been agreed to either in writing or in the form of payment, these Terms will apply and therefore be legally binding. If a Statement of Work is agreed upon or signed by both the Client and Your Guy Oscar, this also creates a legally binding Agreement between the Client and Your Guy Oscar.

2.2 For Services that do not require a Quotation or Statement of Work, the Invoice will be regarded as an order confirmation. A written confirmation from the Client or the Client Representative via e-mail or other form of written electronic communication will result in these Terms being legally binding.

2.3 For the avoidance of doubt, these Terms shall apply to and be incorporated into the Agreement.

2.4 These Terms shall prevail over and take the place of any other terms or conditions stipulated, endorsed upon, delivered with, incorporated, referred to or contained in any document of or communication from the Client, including a purchase order from the Client or which are implied by trade, custom or course of dealing.

2.5 If there are any conflicts or inconsistencies between these Terms and a Statement of Work, the Terms shall continue to apply, unless specifically stated in an agreement that both parties agree to in written communication that (a) section(s) of these Terms shall not apply.

3. COMMENCEMENT AND DURATION

Provided the Client is able to return the electronic Agreement/confirmation to the Quotation/Invoice or a signed Statement of Work by the date specified in the Statement of Work, the Services shall be provided by Your Guy Oscar from the date specified in the Production Schedule and shall continue for the Term unless there is a valid reason for a delay. Your Guy Oscar will communicate properly if there is any reason for a delay.

4. ENGAGEMENT

In consideration of payment of the Costs to Your Guy Oscar, Your Guy Oscar shall provide the Services, including production/creation of the Deliverables, using the Key Personnel (to the extent Your Guy Oscar can reasonably make them available) if needed and in accordance with the terms of the Statement of Work.

5. CREATIVE CONTROL AND PRODUCTION PROCESS

5.1 The parties agree to communicate from time to time as agreed between the parties to consult in good faith with each other over the editorial content and artistic direction of the Video.

5.2 The Client Representative shall ensure that all feedback in respect to the materials shall be iterative, and in particular the feedback in the final round of amendments shall not include new feedback or changes which have not been included in earlier feedback iterations. The Client shall not without good cause reject any of the elements delivered by Your Guy Oscar for acceptance. The Client shall act promptly and in good faith when considering the elements delivered for acceptance.

5.3 The Costs include up to two rounds of amendments, all in line with the Brief and the Key Creative Parameters set out in a possible Statement of Work, Quotation, Invoice or electronic communication. This can mean that only one round of amendments has been agreed to.
Your Guy Oscar will work in line with the Production Schedule to make all possible changes in consultation with the Client. Your Guy Oscar will re-submit to the Client the revised materials or replaced materials and the provisions of this clause 5.3 will apply again, until the Client has reached the maximum amount of amendments it is entitled to under this clause 5.3 or it has accepted the materials. Additional rounds of amendments can later be agreed to, but would create additional Costs not included in the prior Statement of Work, Quotation, Invoice or electronic communication.
If Your Guy Oscar does not receive notice of acceptance or otherwise within the period provided for in the Production Schedule, the Client will be deemed to have accepted such material. Provided the Deliverables materially comply with a possible Pre-Production Pack, the Client shall not be able to reject the Deliverables. If the Client wishes to make further changes a new monetary agreement needs to be made regarding additional costs.

5.3.1 The Client acknowledges that the quality and satisfaction with the Services provided by Your Guy Oscar

are subjective and may vary based on individual preferences, tastes, and interpretations. Your Guy Oscar will make reasonable efforts to meet the Client's specifications and preferences as outlined in the Agreement, but cannot guarantee that the final product will meet the subjective expectations of the Client.
The Client understands and agrees that artistic interpretation and execution may vary and that Your Guy Oscar retains creative control over the Services provided. While Your Guy Oscar will strive to deliver high-quality work, the Client acknowledges that artistic expression is inherently subjective and may not align perfectly with their personal preferences.
Therefore, Your Guy Oscar guarantees the provision of the agreed-upon Services in a professional manner, but does not guarantee specific outcomes related to the subjective interpretation of quality or client satisfaction. The Client agrees to provide clear and timely feedback during the production process to ensure that the Services meet their stated objectives to the best of Your Guy Oscar's abilities.

5.4 The Client shall be responsible for any additional costs reasonably incurred by Your Guy Oscar arising from: (i) any requests to make any amendments in addition to those provided for in clause 5.3.; (ii) work that falls outside the scope of the Statement of Work: (iii) changes to already accepted materials, work and/or changes to Deliverables which materially comply with a possible Pre-Production Pack and/or changes which were not communicated in a Pre-Production Meeting; (iv) any costs arising from its delay in acting in accordance with the Production Schedule; and (v) any increases in Costs necessitated as a result of the Client’s requests; (vi) the Client failing to comply with the Client obligations set out in clause 6.2; and (vii) changes or feedback at the approvals stages in clause 5.3 which are not iterative as per clause 5.2. Your Guy Oscar shall advise the

Client that additional costs are likely to be incurred, so far as possible, before they are incurred. Notwithstanding this, Your Guy Oscar shall/can raise the Invoice for such costs at any time, and the Client shall be responsible for payment of the Invoice within 30 days of receipt.

5.5 In the event of delay in the provision of the Input Materials and/or failure of the Client to comply with its obligations under clause 6.2, Your Guy Oscar shall, without limitation to its other rights and remedies under this Agreement be entitled to delay the performance of the Services by a reasonable period.

5.6 The Video shall be supplied via online file sharing services, file viewing platform or onto a server for online review by the Client Representative. Subject to dates being agreed in advance, the Client shall be entitled to request within the Production Schedule, reasonable amendments in accordance with clause 5.3 to ensure the Video is in line with the Statement of Work and a possible Pre-Production Pack, which shall be undertaken by Your Guy Oscar. If the Client does not request amendments within 10 Business Days of the making available of the Video to the Client, acceptance of the Video shall be deemed granted, and the Client shall not be entitled to reject or dispute any proper invoice issued in respect to the Costs of the Video.

5.7 Your Guy Oscar is authorised, if he deems desirable or necessary for the correct execution of the Services, to hire and collaborate with freelancers or other third parties. The fees and costs of these third parties will be charged to the Client. However, before employing freelancers/third parties, Your Guy Oscar, will obtain the permission of the Client to do so.

6. OBLIGATIONS

6.1 Your Guy Oscar agrees that:

6.1.1 to the best of their knowledge, the Services shall be performed by a sufficient number of competent persons with the appropriate skills, qualifications and experience as is necessary for the proper performance of the Services;

6.1.2 all Key Creative Parameters stated in the Quotation or Statement of Work and Agreements will be strived to be included in the final result by Your Guy Oscar to the best of their knowledge and ability. However, the responsibility of Your Guy Oscar to meet all expectations of the Client regarding the inclusion of all Key Creative Parameters are non-binding unless agreed to be binding (via signed writing);

6.1.3 if it appears that the expectations of the Client for certain Key Creative Parameters, will not be met, or when it appears as though the agreed upon time execution shall not be met, Your Guy Oscar will contact the Client or the Client Representative as soon as possible in order to consult the execution of the Services.

6.1.4 Your Guy Oscar shall perform the Services in co-operation with the Client via the Client Representative and where requested by the Client, its other professional advisors and service providers such as the Client's PR or advertising agency;

6.1.5 for the avoidance of doubt, the Client shall be responsible for the payment of all Third Party Materials and goods and services commissioned by Your Guy Oscar to perform the Services, as noted in the Statement of Work,

Quotation or Invoice or electronic communication and the Client shall have no liability in respect of such costs, other than to pay the Costs in accordance with clause 7.

6.2 The Client agrees that:

6.2.1 it shall provide its acceptance of the Deliverables and the Services promptly and reasonably as detailed in clause 5 and a possible Production Schedule. It shall provide feedback of the Deliverables in accordance with a possible Production Schedule;

6.2.2 it shall provide the Input Materials in accordance with the Statement of Work and Production Schedule at no cost to Your Guy Oscar, and the Input Materials shall be comprehensive, up to date and suitable for the purpose;

6.2.3 where necessary and agreed to, the Client shall provide personnel and instruct personnel to assist and support Your Guy Oscar wherever possible and comply with Your Guy Oscar's reasonable requests in making the Video, and in particular to provide such information as Your Guy Oscar may request to perform the Services;

6.2.4 if discussed and agreed upon during pre-production, it needs to be ensured that the Client Representative shall be available to provide hands-on assistance during filming.

6.2.5 Your Guy Oscar can not be held responsible for work provided by Key Personnel and other Third Parties which subsequently proves to be incorrect. Additionally, Your Guy Oscar can not be held responsible for errors in business documents such as calculations, Quotations, Invoices, sketches, pricing lists or production documents such as a

Statement of Work, storyboards, shot-lists, scripts or call sheets. It is the Client's responsibility to report such errors immediately once found so they can be rectified.

7. FEES AND PAYMENT

7.1 The Client shall pay Your Guy Oscar the Costs and, in addition, VAT/BTW to the extent that VAT/BTW is legally chargeable under the applicable VAT/BTW rules.

7.2 Subject to postponement of the Services or termination of the Agreement in accordance with clause 16.2, the Client acknowledges that should it be delayed or have failed to comply with its obligations in accordance with the Production Schedule, Quotation or Invoice (such as late delivery of the Input Materials), such delay shall not have the effect of delaying or pushing out the payment of the last instalment of any Costs, which shall be paid, in any event in accordance with the Production Schedule, Quotation or Invoice, except in the event of any delays caused by Your Guy Oscar.

7.3 Your Guy Oscar will at the Client's reasonable request give the Client details of its spending of the Costs up to the date of such request.

7.4 Unless otherwise agreed, any overspend on the Costs shall be met by Your Guy Oscar, except to the extent that it arises from changes to the Services requested by the Client, or as a result of acts or omissions of the Client that are inconsistent with its obligations under the Agreement or to the extent that it arises due to changing of factors or miscalculations (such as but not limited to changing in weather, issues arising at the location, gear malfunctioning, crew cancellations, fluctuation in exchange rates) either the

Client or Your Guy Oscar could not have predicted happening.

7.5 Invoices will be generated in accordance with the payment terms set out in the Statement of Work or Quotation. The Client shall pay each validly issued Invoice submitted to it by Your Guy Oscar in Euros in full within 30 days of receipt to a bank account nominated in writing by Your Guy Oscar.

7.6 The Client acknowledges that if it does require Your Guy Oscar to procure the purchase of Third Party Materials, certain third parties require payment in advance for the use of their Third-Party Materials or their services. In such an event, Your Guy Oscar is entitled to render an Invoice in advance of commencement or after completion of the Services and the Client shall pay the same on the payment terms stated in such Invoice.

7.7 If the Client disputes any Invoice in good faith, it must notify Your Guy Oscar within 7 days of receipt of that Invoice, at which time the Client will be entitled to withhold payment of the disputed amount pending resolution of the dispute but will pay the undisputed amount in accordance with the terms of clause 7. The provisions of clause 7.8 shall not apply to any disputed amounts, except if the dispute is finally resolved in Your Guy Oscar's favour, in which case, clause 7.8 shall apply as from the original due date of payment.

7.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Your Guy Oscar until the due date, the Client shall not receive any in an electronic communication, Quotation or Invoice previously discussed

discounts and shall therefore be required to pay Your Guy Oscar the full Costs of the Project.

7.9 The Client acknowledges that the assignment in clause 9 is only effective once all Costs due under the relevant Statement of Work have been received in cleared funds by Your Guy Oscar.

7.10 Time of payment shall be of the essence of the Agreement.

7.11 The Client shall have no rights to set-off, counterclaim, deduction or any other right to withhold payment due under an Invoice for any reason.

7.12 Unless the Quotation or other written price communication clearly states that the quoted total includes VAT/BTW or separately states the VAT/BTW amount to be charged in addition, all quoted prices are stated excluding VAT/BTW. If VAT/BTW is legally payable, it shall be added to the Invoice, even if it was not mentioned in the Quotation or other written price communication. VAT/BTW shall only be charged where and to the extent required under the applicable VAT/BTW rules.

7.13 If Your Guy Oscar has created written plans and/or made cost estimates and was instructed to do so by the Client and nevertheless the Client decides to cancel their obligation towards the Agreement, and thereby the Services, the Client will be obliged to reimburse Your Guy Oscar for the costs actually incurred by it, including its fee.

7.14 Unless agreed to otherwise, travel time is regarded as working time and travel costs incurred by Your Guy Oscar

must be reimbursed by the Client if the Client has not provided transport.

7.15 Accommodation costs made by Your Guy Oscar, including the costs of meals and refreshments, are, as far as they are not paid directly by the Client, to be reimbursed to Your Guy Oscar.

7.16 Your Guy Oscar charges the Client in day rates and half-day rates; the working time for a day rate is 10 hours including travel time and set-up time; the working time for a half-day rate can be no more than 4 hours including travel time and set-up time. A half-day rate does not entail it is half of the price of a day rate and will vary in different situations. If there has not been any written electronic communication or Agreement on whether or not a Project, Costs, Quotation or Invoice is to be charged in day rates, half-day rates or a combination of both, all days will be charged as day rates.

7.17 All days of the week can be working days; however, the parties may agree that a surcharge will apply to work on Saturdays, Sundays and public holidays.

7.18 If, at the request of the Client, the Deliverables are to be delivered at a shorter notice than originally agreed upon in the Statement of Work, Production Schedule, Quotation, Invoice or electronic communication, additional fees and Costs associated will be charged to the Client.

7.19 Where the Client requests, agrees to, or is otherwise required to make payment through Upwork or another third-party online freelance marketplace or payment platform (hereinafter referred to as the “Platform”), any freelancer service fee (including the Upwork Freelancer Service Fee),

commission, transaction fee or other charge imposed on Your Guy Oscar by the Platform in connection with the relevant payment shall be paid by the Client in addition to the agreed Costs, unless the relevant fee or charge has already been separately itemised in the Quotation or other written price breakdown and included in the total amount payable by the Client. The additional amount shall be calculated based on the actual fee or charge imposed by the Platform and, where necessary, adjusted to ensure that Your Guy Oscar receives the full agreed Costs after deduction of such fee or charge. Your Guy Oscar shall communicate any such adjustment to the Client before transferring the relevant payment, or any part thereof, from the Platform to Your Guy Oscar's bank account. Any separate fees, charges or transaction costs imposed by the Platform directly on the Client shall remain the responsibility of the Client and shall not reduce or otherwise affect the amount the Client must pay to Your Guy Oscar.

8. CREDIT

8.1 The Client authorises Your Guy Oscar to insert, or procure the insertion of, a credit for the role performed by Your Guy Oscar on the end credits of the Video, with its name and web address printed on all hard copies of the Video and included alongside all online versions of the Video. Provided that the Client has notified all third parties of its credit obligation to Your Guy Oscar under the Agreement, no inadvertent failure by the Client or by any such third party to accord Your Guy Oscar such credit will constitute a breach of the Agreement by the Client, provided further that it uses its reasonable efforts to remedy such failure where practicable; Your Guy Oscar is nevertheless entitled to either disown its participation in the creation of the Deliverables or simply choose to be left out of the credits.

8.2 Your Guy Oscar is entitled to showcase a Final Version of the Deliverables on their website or other online platforms after the Deliverables have been released, regardless of the size of the contribution or the type of role which was performed by Your Guy Oscar. A Final Version of the Project has to be provided on request to Your Guy Oscar to be archived electronically.

8.3 If Your Guy Oscar is responsible for Services of directorial nature, such as (film) directing or co-directing, Your Guy Oscar reserves the right to a Director's Cut if the Final Version does not comply with the directorial vision of Your Guy Oscar, to add the Director's Cut to its portfolio and use the production either in part or full for promotional purposes without restriction in all formats and media. This includes but is not limited to utilising any footage shot during the shooting period, any stylistic editing/VFX choices, any preferred writing/script usage, the usage of any logo/ trademarked imagery. The Director's Cut must be named as such on the version that is released and will be clearly highlighted in the title/description.

8.4 By agreeing to these Terms, the Client irrevocably grants to Your Guy Oscar the right, but not the obligation, to submit the Deliverables, in whole or in part, including any Director's Cut, to film festivals, commercial film festivals, or similar exhibitions, unless excluded by a written agreement made prior to the Client's acceptance of these Terms. The Client warrants and guarantees that it has obtained, and shall maintain, all necessary rights, licences, and permissions in relation to the Input Materials and any other contributions provided by the Client or its representatives to the Project, such that the Deliverables may lawfully be exhibited and submitted as described herein.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The information, ideas, scripts, footage, synopsis, edits, schedules, documents, treatments, calculations created/ provided by Your Guy Oscar remain the Intellectual Property of Your Guy Oscar and are protected by copyright, where applicable; the Client is not authorised to disclose them to third parties.

9.2 Your Guy Oscar whose activities and contribution to the creation of the Deliverables and Video(s), are deemed to be of a creative nature, holds the copyright of all contributions made by Your Guy Oscar and therefore gets the rights to use the contributed content of the Deliverables or Video(s) and if applicable footage, audio and writing, both personally and exploitatively. Your Guy Oscar grants the Client the right for limited usage of the Deliverables/Video(s) for the Applications as described in either the Statement of Work, Agreement, Quotation, Invoice or electronic communication. Additional usage of the content of the Deliverables, Footage, Audio or Writing will have to be renegotiated by both parties.

9.3 The specifics of the rights of Your Guy Oscar to a share in the proceeds of the Deliverables/Video(s) equal to the size of the contribution of Your Guy Oscar, in particular in regards to the size of the share, its payment, the method of providing information about the operating results, and the right of creative control by Your Guy Oscar and the manner of exercising, will be separately agreed by the parties and stated in writing.

9.4 Your Guy Oscar has the right to archive (and publicly display) Deliverables/Video(s), that have been creatively contributed to by Your Guy Oscar, regardless of any additional Agreements regarding the copyright of the work.

9.5 The Client acknowledges that the Edit Files reflect the know-how, methodology and intellectual capital that Your Guy Oscar has developed or acquired prior to performing the Services. As a result, the Intellectual Property Rights in the Edit Files are to be retained by Your Guy Oscar. If the Client wishes to acquire an assignment of all Intellectual Property Rights in the Edit Files, such acquisition shall be subject to payment of a fee and separate terms to be agreed upon by the parties.

9.6 Where a third party has rights in any Deliverables, such as in Third Party Materials, Your Guy Oscar shall notify the Client in writing whether an assignment to the Client of the relevant proposed Third-Party Materials can be obtained and the cost of obtaining it and if an assignment of the relevant proposed Third-Party Materials cannot be obtained or the Client does not agree to the proposed cost of an assignment, different material according to the Statement of Work can be proposed and obtained.

9.7 Following Your Guy Oscar's notice the Client shall notify Your Guy Oscar in writing whether Your Guy Oscar is required to obtain an assignment (if available) or whether the Client wishes to be granted a licence directly from that particular third party. If Your Guy Oscar is to obtain an assignment the provisions of clause 9 apply. If the Client wishes to be granted a licence directly from that third party, then Your Guy Oscar will assist the Client in obtaining such licence directly from that particular third party. That assignment and its license will thereafter be considered Input Materials. The Client shall be responsible for paying the costs of such assignment or licence, and any legal costs reasonably required to secure such rights, as appropriate.

9.8 The Client shall own or be entitled to grant Your Guy Oscar the right to use the Intellectual Property Rights in the Input Materials. The Client hereby grants Your Guy Oscar a non-exclusive, worldwide, irrevocable, royalty-free licence to copy, amend, publish, distribute and use the Input Materials to the extent necessary for the purpose of providing the Services. The Client warrants and undertakes that use by Your Guy Oscar in accordance with the terms of the Agreement shall not infringe the Intellectual Property Rights or any other rights of any third party.

9.9 In regards to the Client using any content such as images, video(s), footage, or audio files containing the faces of Your Guy Oscar or Key Personnel and freelancers employed by Your Guy Oscar for any usage, including behind-the-scenes content, additional documents such as release forms will be required to be signed by the individuals who are clearly recognisable in the content.

9.10 Projects where Your Guy Oscar is employed by the Client to edit or process images, footage and/or audio files that have been created by third parties with existing claims to the copyright, the liability in this respect rests with the Client.

9.11. The Client acknowledges that Your Guy Oscar may create and produce various materials, including but not limited to footage, audio recordings, written content, and conceptual ideas, during the course of providing the agreed-upon Services. Unless otherwise specified in writing, the Client understands that the Deliverables provided by Your Guy Oscar are limited to the Final Version(s), audio recordings, written content, or other specified Deliverables outlined in the Agreement.

9.11.1 Your Guy Oscar retains ownership of all raw and unused material that does not form part of the final Deliverables. This includes, but is not limited to, unused footage, audio recordings, written drafts, and conceptual ideas generated during the production process.

9.11.2 The Client grants Your Guy Oscar the exclusive right to utilise, license, sell, or otherwise exploit the unused material for any purpose, including creating derivative works, selling as stock material, or using it for future projects. However, the Client's trademarks, proprietary materials and their likenesses, shall not be re-licensed to third parties without the Client's written consent.

9.11.3 Should the Client wish to commission Your Guy Oscar to repurpose the unused material, including but not limited to raw footage, audio recordings, written content, or conceptual ideas, for other projects, additional fees may apply. These fees will be determined based on the scope and nature of the requested repurposing and must be agreed upon by both parties before commencement of the work.

9.11.4 The Client acknowledges and waives any claims to ownership or rights over the unused material created during the Project.

9.11.5 In the event that the Client wishes to obtain ownership or rights to specific unused material, a separate Agreement must be reached between the parties, and additional fees may apply.

10. COMPLIANCE WITH LAWS

In performing its Services under the Agreement, Your Guy Oscar to the best of their knowledge shall comply with all applicable laws of the Netherlands, regulations and directives from time to time in force. For the avoidance of doubt, Your Guy Oscar is not responsible however, for ensuring that the content of the Deliverables which is provided in accordance with specific requirements under the Brief or requirements of the Client, complies with all applicable laws, regulations and codes, unless this is expressly stated in the Statement of Work.

11. WARRANTIES

11.1 Your Guy Oscar hereby warrants and undertakes to the Client that the Deliverables (save for the Input Materials) will not infringe the Intellectual Property Rights or any other rights of any third party to the best of its knowledge;

11.2 The Client hereby warrants and undertakes to Your Guy Oscar that:

11.2.1 it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform its obligations under the Agreement and that those signing a Statement of Work, confirming the Quotations via e-mail or other electronic communication, are duly authorised to bind the party for whom they sign/confirm;

11.2.2 it will hold all personal data acquired under the Agreement in accordance with its obligations under any applicable data protection legislation;

11.2.3 use by Your Guy Oscar of the Input Materials in accordance with the Agreement will not infringe the

Intellectual Property Rights of any third party, nor any other rights of any third party;

11.2.4 it shall comply with the terms of any licence to use the Third-Party Materials (if applicable); and

11.2.5 it shall obtain all relevant release forms, consents, licences and waivers duly signed by any employees, agents and guests at the Client's premises that appear in the Video, for their contribution to be included in the Video and exploited as envisaged under the Agreement and shall be solely responsible for any costs involved in obtaining the same.

11.3 All warranties, conditions and terms not expressly set out in the Terms, Statement of Work, Quotation or Agreement, whether implied by statute, common law or otherwise (including, without limitation, warranties as to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.

12. INDEMNITIES AND CLIENT LIABILITY

12.1 The Client hereby agrees to indemnify Your Guy Oscar against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Your Guy Oscar, including legal expenses reasonably and properly incurred, arising out of or connected with any claim by any third party against Your Guy Oscar that: (i) the use or possession of the Input Materials by Your Guy Oscar in accordance with the Agreement infringes the Intellectual Property Rights or any other rights of a third party; or (ii) arises from the Client's failure to comply with the relevant licence terms for any Third Party Materials, or to obtain an

appropriate licence for Third Party Materials, in circumstances where it is required to do so.

12.2.1 In the event a claim arises under which a party can claim under the indemnity set out in clause 12.1, the party seeking to rely on the indemnity (the 'Indemnified') shall promptly and, in any event, within 15 days of becoming aware of the claim, notify the other party (the 'Indemnifier') in writing.

12.2.2 the Indemnified shall not make any admission as to liability or agree to any settlement of or compromise any such claim without the prior written consent of the Indemnifier (such consent shall not be unreasonably withheld or delayed); and

12.2.3 the Indemnifier shall, on its written request and at its own expense, be entitled to have the conduct of or settle all negotiations and litigation arising from any such claim and the Indemnified shall, at the Indemnifier's request, give the Indemnifier all reasonable assistance in connection with those negotiations and litigation.

12.3.1 For purposes of clause 12.3:

"Commercial Platform" means Upwork and any substantially similar third-party online marketplace or freelance platform through which Your Guy Oscar obtains, manages or maintains business relationships, clients, Projects, Services or business opportunities, including any such platform through which the Client and Your Guy Oscar may have first connected or through which the Client may have engaged Your Guy Oscar. For the avoidance of doubt, Commercial Platform does not include ordinary social media platforms or general professional networking platforms unless such

platform operates substantially as an online marketplace or freelance platform through which Your Guy Oscar obtains or manages business relationships or work.

“Financial Loss” means all losses and damage suffered or incurred by Your Guy Oscar to the extent directly caused by a breach of this clause, including, without limitation and to the extent recoverable in accordance with applicable law, loss of profits, loss of business, loss of contracts or prospective contracts, loss of business opportunities, loss of income arising from suspension, restriction or termination of access to a Commercial Platform, reasonable mitigation and replacement costs, and other reasonably foreseeable financial loss.

12.3.2 Where the Client and Your Guy Oscar have established or materially developed their commercial relationship through a Commercial Platform, the Client acknowledges that continued access to that Commercial Platform may constitute a material source of business, income, commercial opportunities and prospective or recurring Projects for Your Guy Oscar.

12.3.3 The Client shall not intentionally and without lawful justification interfere with, or seek to interfere with, Your Guy Oscar’s access to, account with, or commercial relationship with a Commercial Platform where the purpose or reasonably foreseeable effect of such conduct is to cause Your Guy Oscar to lose, or suffer suspension, restriction or material impairment of, access to that Commercial Platform.

12.3.4 Without limiting clause 12.3.3, the Client shall not knowingly provide materially false or misleading information, fabricate or manipulate evidence, impersonate Your Guy Oscar, or deliberately make or cause any false or misleading

representation to a Commercial Platform for the purpose of causing Your Guy Oscar to lose, or suffer suspension, restriction or material impairment of, access to that Commercial Platform.

12.3.5 The Client is responsible for ensuring that any payment method selected by the Client is permitted under any contractual, regulatory, legal or other obligations applicable to the Client. Nothing in this Agreement constitutes a representation or warranty by Your Guy Oscar that any particular payment method is permitted under the terms applicable to the Client or any Commercial Platform.

12.3.6 If the Client breaches this clause and that breach directly causes Financial Loss to Your Guy Oscar, the Client shall be liable for such Financial Loss to the extent recoverable under applicable law.

12.3.7 Financial Loss may include losses arising after a Commercial Platform takes action against Your Guy Oscar where such losses are sufficiently connected to and caused by the Client's breach, including, without limitation, loss of profits, loss of business, loss of business opportunities, loss of contracts or prospective contracts and reasonable mitigation or replacement costs, subject to applicable law, causation and the duty to mitigate loss.

12.3.8 In assessing Financial Loss arising from a suspension, restriction, termination or material loss of access to a Commercial Platform, the parties agree that the total income and earnings actually generated by Your Guy Oscar through the relevant Commercial Platform during the four complete calendar years immediately preceding the relevant loss of access or other relevant event may be used as an historical income baseline. The annual average shall be calculated by

dividing that total by four. Where the loss of access is permanent or extends over a substantial period, that historical baseline may be used as a basis for projecting Financial Loss for a period of up to five years, subject to applicable law, causation, mitigation and objective evidence supporting the projection.

12.3.9 In assessing Financial Loss, consideration may be given to income and earnings reasonably expected to have been generated during the period of suspension, restriction, termination or other loss of access, having regard to Your Guy Oscar's historical earnings, established business activity and other objectively verifiable circumstances.

12.3.10 Where appropriate and supported by objective evidence, a projection of up to five years may take into account the historical duration and continuity of Your Guy Oscar's business activity through the relevant Commercial Platform, historical earnings, established client relationships, recurring Projects, repeat business and other objectively verifiable evidence of continuing or reasonably expected income.

12.3.11 Any assessment of Financial Loss may take into account historical earnings during the preceding four years together with reasonable assumptions concerning the continuation of established business activity, recurring Projects, client relationships and objectively supported income that would reasonably have been expected to continue but for the Client's breach.

12.3.12 For the avoidance of doubt, the five-year period referred to in this clause constitutes a maximum reference period for assessing potential Financial Loss and does not constitute an automatic or guaranteed award of five years'

income. Any amount recoverable shall remain subject to applicable law, proof of loss, causation, foreseeability, mitigation and any other requirements applicable to the recovery of damages.

12.3.13 Where the Client's breach results in the loss of an established Commercial Platform or materially impairs Your Guy Oscar's ability to use that Commercial Platform, Financial Loss may include not only immediate lost income but also loss of future business relationships, recurring Projects, prospective contracts, commercial opportunities and reasonably expected income that would otherwise have arisen through the continued use of that Commercial Platform, to the extent recoverable under applicable law and supported by sufficient evidence.

12.3.14 The Client agrees that, where the Client believes that Your Guy Oscar has breached any rule, term, policy or other requirement of a Commercial Platform, and the Client intends to make, or is considering making, a report or complaint to that Commercial Platform which could reasonably be expected to result in the restriction, suspension, termination or other material adverse effect on Your Guy Oscar's account, access, commercial relationship or ability to obtain or perform work through that Commercial Platform, the Client shall first notify Your Guy Oscar in writing of the alleged breach and provide Your Guy Oscar with a reasonable opportunity and reasonable period of time to investigate the matter, respond to the allegation, take corrective action to rectify and remedy the alleged breach, and resolve the matter directly with the Client. Where reasonably practicable, the Client shall first seek to resolve the matter directly with Your Guy Oscar and shall not make such report or complaint to the Commercial Platform where

the matter has been satisfactorily resolved directly with Your Guy Oscar.

12.3.15 Where the Client makes a report or complaint to a Commercial Platform concerning Your Guy Oscar, the Client shall provide information that is materially accurate and complete to the best of the Client's knowledge and shall not knowingly make, submit, omit or alter any statement, document, communication or other information in a manner that is materially false or misleading. The Client shall distinguish, where material to the matter being reported, between documented facts, statements or communications capable of verification, the Client's recollection of oral communications, and the Client's own interpretation, assumption or opinion, and shall not knowingly present an unverified interpretation or recollection as an established fact. This includes presenting information out of context where doing so would materially alter the substance or meaning of the matter being reported.

12.3.16 Any failure by the Client to comply with clauses 12.3.14 or 12.3.15 shall constitute a material breach of this Agreement to the extent that such failure causes or materially contributes to Financial Loss suffered by Your Guy Oscar. In such circumstances, the Client shall be liable for such Financial Loss to the extent recoverable under applicable law, and such breach shall be considered in determining the extent of the Client's liability, including the causal connection between the Client's conduct and the Financial Loss suffered by Your Guy Oscar.

12.3.17 Where the Client makes, or intends to make, a report or complaint concerning Your Guy Oscar to a Commercial Platform which could reasonably be expected to result in restriction, suspension, termination or other material

adverse effect on Your Guy Oscar's account, access, commercial relationship or ability to obtain or perform work through that Commercial Platform, the Client shall preserve all material records and communications in the Client's possession, custody or control relating to the circumstances giving rise to the report or complaint, without limitation, correspondence, messages, documents, payment records and any other records or communications upon which the Client relies or intends to rely in connection with such report or complaint, for so long as reasonably necessary to determine or resolve any dispute arising between the Client and Your Guy Oscar in connection with the report or complaint.

12.3.18 Where reasonably required for the investigation or resolution of a dispute under this Agreement, the Client shall, in accordance with applicable law and to the extent legally permitted, provide Your Guy Oscar with copies of material records and communications in the Client's possession, custody or control relating to the report or complaint, including the information, communications and documents upon which the Client relied or intends to rely when making the report or complaint.

13. LIMITATION OF LIABILITY

13.1 Nothing in the Agreement shall limit or exclude either party's liability for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any matter for which it would be unlawful for the parties to exclude liability.

13.2 Subject to clause 13, Your Guy Oscar shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection

with the Agreement for loss of profits; loss of sales or business; loss of Agreements or contracts; loss of anticipated savings; loss of publicity or opportunity to enhance reputation even if Your Guy Oscar delays or abandons production or exploitation of the Video; loss of or damage to goodwill; and any indirect or consequential loss.

13.3 Subject to clause 13 and clause 2, Your Guy Oscar's total liability to the Client, for a claim made in respect of loss or damage suffered by the Client as a result of a breach of the terms of the Agreement, tort (including negligence), breach of statutory duty or otherwise howsoever as a result of the Agreement shall not exceed an amount equivalent to the Costs paid by the Client under the Agreement (but excluding any VAT/BTW).

13.4 Your Guy Oscar presumes the Client to be insured against the risk and therefore holds the Client responsible for the loss and damage of the original video or other audiovisual material, including the gear used during the Term, and the loss of production hours or days for whatever reason, as well as of any other business damage and any liability in respect of its business operations, also towards Your Guy Oscar.

13.5 If the execution of the Services brings a risk to Your Guy Oscar, which exceeds the normal risks in this respect, the Client is held liable towards Your Guy Oscar. The Client insures those risks at their own expense.

13.6 Regardless of what the Client is insured against, Your Guy Oscar has the right to refuse to execute the Services or a part of a Service if the work involves special risks, including but not limited to weather, for which they had not been informed before accepting the Agreement/Statement

of Work/Quotation/Invoice, without exempting the Client form the obligations of these Terms.

13.7 Unfavourable weather conditions may result in cancellation or postponement of a drone shoot. In the event that a shoot is halted due to unfavourable weather conditions during the operation, the shoot day is non-refundable.

13.8 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control and/or force majeure, included but not limited to war, riots, fires, flooding, strikes, transportation difficulties, governmental measures and excessive absenteeism of staff or other Key Personnel. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks the party not affected may terminate the Agreement with immediate effect.

13.9 If Your Guy Oscar is of the opinion that this extreme circumstance is of a lasting nature, the parties can make an arrangement to dissolve the Agreement.

13.10 Your Guy Oscar is entitled to invoke force majeure as described in clauses 13.8 and 13.9, even if the circumstance causing the force majeure occurs after its performance should have been delivered.

13.11 Your Guy Oscar is not liable for any damage, direct or indirect, of whatever nature, caused by the complete or partial loss or destruction of the footage/audio files and of

other goods belonging to the Client during the creation, transmission, processing, storing or archiving by Your Guy Oscar, the Client, Key Personnel and freelancers, including of carriers of image and/or sound; the same applies to other types of service provided by Your Guy Oscar for the benefit of the Client with regard to items of the Client in general; the risk for the materials and the items referred to rests with the Client.

13.12 Your Guy Oscar is obliged to inform the Client without delay, if Your Guy Oscar is unfit to perform/create their work/the Deliverables/Video(s) due to illness or other cause affecting Key Personnel/Freelancers.

13.13 In the event of illness or other incapacity for work of Your Guy Oscar, the Client is entitled to terminate his Agreement with Your Guy Oscar/obligations to these Terms with immediate effect and without judicial intervention, after Your Guy Oscar has been prevented from performing their work/Services for longer than 3/10 of the total agreed working time/Term as a result of illness or other incapacity for work.

14. CONFIDENTIALITY

14.1 All Confidential Information disclosed by Your Guy Oscar to the Client, that is either labelled, referred to as confidential in either writing or orally, (before or after the date of the Agreement), shall be held in confidence and used only for the purpose of performing the Agreement and using the Deliverables.

14.2 The foregoing restrictions on use and disclosure of Confidential Information do not apply to information to the extent that such information:

14.2.1 is in the possession of the receiving party at the time of its disclosure hereunder and not otherwise subject to obligations of confidentiality;

14.2.2 is or becomes publicly known, through no wrongful act or omission of the receiving party or breach of the Agreement;

14.2.3 is received without restriction from a third party free to disclose it without obligation to the disclosing party; or

14.2.4 is disclosed as required by law.

15. PUBLICITY AND PROMOTION

Your Guy Oscar and its Key Personnel shall have the right to use the Final Version(s)/Deliverables/Director's Cut (or any part thereof) for its own promotional use, including on Your Guy Oscar's or its Key Personnel's website, as part of its showreels and as part of its portfolio of works in internal and client and prospective client presentations; Furthermore Your Guy Oscar (and its Key Personnel) shall be entitled to publicise the relationship between the parties, and the broad nature of the Services and Deliverables. In doing so, Your Guy Oscar may make reasonable use of the name and trademarks of the Client.

16. POSTPONEMENT AND TERMINATION

16.1 If the Client wishes to postpone the provision of the Services (or any part of them), it must give Your Guy Oscar at least 1 week prior notice. If the Client fails to provide 1 week prior written notice, it shall pay all Costs in respect of the Services (which shall include without limitation all costs

associated with Third Party Materials, crew and personnel costs, where such crew and personnel cannot be reasonably redeployed) up to the value of the Costs stated in the Statement of Work, Quotation, Invoice, e-mail or other form of written electronic communication. The parties shall discuss and agree on any rescheduling of the Services, timelines (subject to availability), further Costs (if applicable) and on agreement, Your Guy Oscar shall if desired and needed produce a new Production Schedule, which once signed by both parties or approved via e-mail or other form written electronic communication, shall be deemed to replace the previous Production Schedule. For the avoidance of doubt, where postponement takes place with less than 1 week prior written notice, the Client will be liable to pay additional costs for the rescheduled Services. The Client may only postpone the Services once. Thereafter the Client must continue with the Services or exercise its rights to terminate as set out below. Your Guy Oscar may postpone the Services by up to 1 week on notice to the Client, without being in breach of this Agreement.

16.2 Subject to clause 16.3, the Client may terminate the Agreement up to 1 week before the Shoot Date on providing no less than 1 week prior a written notice to Your Guy Oscar before the Shoot Date.

16.3 On termination under paragraph 16.2, the Client shall pay to Your Guy Oscar:

16.3.1 all sums that Your Guy Oscar is contractually obligated to pay third parties; and

16.3.2 for all of the work reasonably carried out in respect of the Services up to the date of notice, up to the value of the

associated work as set out in the Costs in the Statement of Work/Quotation/Invoice.

16.4 If the Client terminates the Agreement less than 1 week before the Shoot Date, then the Client shall pay all Costs in the Statement of Work/Quotation/Invoice (which shall include without limitation all costs associated with Third Party Materials, crew and personnel costs) up to the value of the Costs stated in the Statement of Work/Quotation/ Invoice.

16.5 On termination of the Agreement/Quotation/Invoice for any reason:

16.5.1 except as stated in this Agreement, neither party shall have any further obligation to the other;

16.5.2 the rights, remedies or obligations of the parties that have accrued or become due before termination shall remain unaffected;

16.5.3 subject to payment of all monies due under this Agreement, the Client shall remain entitled to all rights granted or assigned to it under the Agreement;

16.5.4 each party shall return any Confidential Information belonging to the other in its possession or control, (or at the other party's request, destroy such Confidential Information and any copies of the same and shall certify that it has done so in writing); and

16.5.5 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain

in full force and effect, including clause 1 (Definitions and Interpretation), clause 11 (Warranties), clause 12 (Indemnities and Client Liability), clause 13 (Limitation of Liability), and clause 14 (Confidentiality).

17. ARCHIVING

17.1 As part of the Services and in consideration of the Costs being paid, Your Guy Oscar shall store the Deliverables, final Video(s) and the Edit Files in its archives for 12 months after the earlier of: (a) the Acceptance Date or deemed acceptance of the Deliverables; (b) termination; or (c) expiry of the Agreement ("Initial Archive Period").

17.2 Your Guy Oscar is in all circumstances, regardless of role or size of contribution, entitled to a digital copy of the Deliverables/Final Version(s)/Director's Cut for archival purposes.

18. NON-SOLICITATION

18.1 The Client shall not, without the prior written consent of Your Guy Oscar at any time from the date of the Agreement to the expiry of 36 months after delivery of the last set of Deliverables, or termination or expiry of the Agreement (whichever is the later), solicit or entice away from Your Guy Oscar or employ or attempt to employ any person who is, or has been, engaged as a Key Personnel, employee, consultant or subcontractor of Your Guy Oscar in the provision of the Services.

18.2 Any consent given by Your Guy Oscar in accordance with clause 18 shall be subject to the Client paying to Your Guy

Oscar immediately on demand, a commission fee agreed to by both parties via electronic communication.

19. ASSIGNMENT AND OTHER DEALINGS

19.1 Neither party shall, without the prior written consent of the other, assign, transfer, mortgage, charge, or declare a trust over its rights and obligations under the Agreement.

19.2 Your Guy Oscar will be entitled to sub-contract any of its obligations under the Agreement. For the avoidance of doubt, Your Guy Oscar shall remain liable for the acts and omissions of any sub-contractors that it engages in connection with the Agreement.

20. THIRD-PARTY RIGHTS

No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. NO PARTNERSHIP OR AGENCY

21.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties.

24. NOTICES

24.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

24.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

24.1.2 sent by e-mail to its main e-mail address or via the online messaging tools WhatsApp or iMessage.

24.2 Any notice or communication shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

24.2.2 if sent by prepaid first-class post or other next working day delivery service, on the second Business Day after posting; or

24.2.3 if sent by e-mail or WhatsApp or iMessage on the next Business Day after transmission.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 The provisions of this clause 24 shall not apply to the service of any proceedings or other documents in any legal action.

25. ENTIRE AGREEMENT

25.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

26. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. The parties hereby agree to negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the intended purpose of the original provision to the maximum extent possible.

27. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Kingdom of the Netherlands.

28. JURISDICTION

Each party irrevocably agrees that the courts of the Kingdom of the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Last updated on 12th of November 2026