

TERMS AND CONDITIONS WM Studio's BV

1. Applicability

- 1.1. These terms and conditions apply to - and are an inextricable part of - each current and future offer, assignment and agreement which relates to services provided or products delivered, of any kind whatsoever, by the private company with limited liability streamstudio.nl BV (commercial register number: 78477530), hereinafter referred to as "WM Studio's", unless expressly agreed upon otherwise in writing.
- 1.2. "The customer" in these terms and conditions is meant to be understood as: each (legal) person who has requested or has assigned WM Studio's to render services, as well as each (legal) person who orders and/or purchases goods with or using WM Studio's.
- 1.3. Any conditions used by the customer are expressly ruled out.
- 1.4. Parties may only deviate from these conditions if they have expressly agreed upon doing so in writing.

2. Formation, notice of termination and amendment agreement

- 2.1. All offers by WM Studio's, made in any form whatsoever, are free of obligation. An agreement is first formed by written confirmation (of order) of WM Studio's or by actual execution by WM Studio's.
- 2.2. If the customer wishes to terminate a concluded agreement with WM Studio's by notice of termination, this is only possible subject to the condition that the following is reimbursed:
 - a) the customer will integrally reimburse all costs already incurred by WM Studio's or costs which WM Studio's has paid or still has to pay (to third parties) in relation to the agreement (such as, for example, costs for a hired 3D designer or other technical support).
 - b) in addition to the amounts previously specified under a), customer owes the following amounts:
 - i. if notice of termination takes place more than one month before the 'broadcast' were to take place or service would have been provided, then the customer does not owe costs in addition to the costs previously specified under a);
 - ii. if notice of termination takes place one month or less but more than two weeks before the 'broadcast' were to take place or service would have been provided, then the customer owes: (the total price of the offer -/- the amount previously specified under a)) * 30%;
 - iii. if notice of termination takes place two weeks or less but more than one week before the 'broadcast' were to take place or service would have been provided, then the customer owes: (the total price of the offer -/- the amount previously specified under a)) * 60%;
 - iv. if notice of termination takes place one week or less but more than one day before the 'broadcast' were to take place or service would have been provided, then the customer owes: (the total price of the offer -/- the amount previously specified under a)) * 90%;
 - v. if notice of termination takes place during the period of 24 hours before the 'broadcast' were to take place or service would have been provided, then the customer owes the total price of the offer.
- 2.3. Unless expressly specified otherwise, each offer is based on the execution of the offered performance under normal circumstances and during the normal working hours on working days.
- 2.4. All details in offers or agreements and its appendices, such as images, drawings, dimensions, weights, yields and colours and, in addition, the properties of any provided specimen copies only serve as indication. Minor deviations are therefore not at the risk and expense of WM Studio's.
- 2.5. Obvious clerical errors or mistakes in the offers of WM

Studio's do not release it from the obligation to perform and/or any obligations to compensation that follow from it, also after the formation of the agreement.

- 2.6. Amendments of the agreement only obligate WM Studio's to the extent that these have been confirmed by WM Studio's in writing or actually carried out by WM Studio's.
- 2.7. If a quotation is provided in an offer for multiple services or products, then there is no obligation for WM Studio's to deliver only a part of the specified services or products for the specified prices.
- 2.8. WM Studio's is entitled to transfer the rights and obligations which follow from this agreement to third parties.
- 2.9. WM Studio's is not obligated to, after the agreement is formed, implement a change desired by the customer. WM Studio's may attach the condition to the agreement of a change desired by the customer that cooperation is only granted as soon as the costs related to that change for WM Studio's are actually reimbursed by the customer.

3. Cooperation customer and execution of the agreement

- 3.1. The customer will always provide WM Studio's with all cooperation, data and information in a timely manner which is necessary or useful for the execution of the agreement. The customer is responsible for the quality, correctness and completeness of the data and information the customer supplies.
- 3.2. If the data which WM Studio's needs to have at its disposal for a proper execution of the agreement is not made available by the customer to WM Studio's, or not in a timely manner, or if the customary does not comply in another manner with its obligations as specified in this article, then WM Studio's, without prejudice to its other rights, has the right to proceed to suspension of the execution of the agreement and to charge the costs which follow from the situation that has thus arisen for the rates customary with WM Studio's to the customer.
- 3.3. If WM Studio's has taken measures to secure access to certain services (such as with a password) then the customer is not allowed to circumvent and/or crack that security, and it will maintain strict confidentiality of all provided passwords and only use it in a way as disclosed by WM Studio's.
- 3.4. The customer will not use the service offered by WM Studio's to perform actions or distribute materials which are prohibited on the basis of the law or legislation and/or are qualified as undesirable by society.
- 3.5. WM Studio's grants a nonassignable and non-exclusive right of use to the customer to make use of its studio for a certain period set out in the agreement and under the conditions further set out in that agreement. The customer will comply with instructions provided by WM Studio's and third parties hired by it at all times, both prior to and during the use of the studio.
- 3.6. WM Studio's has the right to have third parties perform certain work activities.
- 3.7. The indication of delivery periods in offers, agreements or otherwise is always given to the best of one's knowledge by WM Studio's and these periods will be observed as much as possible, but they are not binding. If it is agreed upon between WM Studio's and the customer that the agreement will be performed within a specific period, then the period in question is considered to have been given as approximate and to have been determined with the expectation that all circumstances relevant in the matter will not change after the conclusion of the agreement. The mere fact of exceeding the period specified in the previous sentence does not bring about default for WM Studio's. In the event of exceeding the period, the customer will enter into consultation with WM Studio's about the prevention of further delay prior to sending any notice of default.
- 3.8. If it is agreed upon that the agreement will be carried out in

TERMS AND CONDITIONS WM Studio's BV

phases, WM Studio's is entitled to suspend the execution of parts of the agreed upon which belong to a subsequent phase until the customer has approved of the results of the preceding phase in writing.

- 3.9. If employees of WM Studio's or employees of third parties which have been hired by WM Studio's to perform work activities on the location of the customer or another location indicated by the customer, the customer will ensure that all facilities and amenities are present on that location that are reasonably required for an adequate and safe execution of the work activities. The costs involved in the last-named facilities and amenities are at the expense of the customer.
- 3.10. WM Studio's only has a performance obligation, never an obligation of result.
- 3.11. The execution of an agreement takes place solely for the benefit of the customer. This means third parties may not derive any rights from it.
- 3.12. The customer ensures that it at all times has a complete, up-to-date and properly usable back-up of all programs, files and/or data which are shown or saved on the information carriers or on the network of information carriers. The back-up referred to in the previous sentence will be stored by the customer at a location suitable for it with a minimum risk that this back-up is lost.

4. Prices (and fee)

- 4.1. All prices are in euros and are excluding turnover tax and other levies imposed by the government.
- 4.2. Costs related to assembly and installation work activities are at the expense of the customer.
- 4.3. If the fee for the work activities to be performed by WM Studio's is not determined by WM Studio's and the customer at a certain total amount, then the fee needs to be calculated on the basis of the actually spent hours. For this, the hourly rate of WM Studio's is used as it is agreed upon with the customer, or - if no fee was agreed upon - the reasonable fee that WM Studio's used in the period in which the work activities were performed.
- 4.4. If the fee for the work activities to be performed by WM Studio's is not determined at a certain total amount by parties, then for work activities which have been performed outside of the normal working hours and normal working days by necessity or upon request of the customer, a surcharge on the hourly rate as referred to in the previous paragraph applies. This surcharge amounts to:
- a) per worked hour between 18.00 hours and 20.00 hours: 25 % of the hourly rate;
 - b) per worked hour between 20.00 hours and 23.00 hours: 50 % of the hourly rate;
 - c) per worked hour between 23.00 hours and 08.30 hours: 100 % of the hourly rate;
 - d) per worked hour on Saturday: 100 % of the hourly rate;
 - e) per worked hour on Sundays and public holidays: 100 % of the hourly rate;
- 4.5. WM Studio's is entitled to charge travel time to the customer as well as to charge travel costs and any accommodation expenses to the customer, at hourly rates as determined in the agreement or these terms and conditions.

5. Payment

- 5.1. Payment always needs to take place within 14 days after the invoice date, or as much earlier or later as agreed upon by parties in writing. The payment term is to be regarded as a strict deadline. The customer is not entitled to settle any receivable on WM Studio's with the

amounts charged by WM Studio's or suspend payment of an invoice in relation to alleged counterclaims.

- 5.2. WM Studio's always has the right to invoice items to be delivered or that have been delivered per partial delivery.
- 5.3. Payment takes place by deposit or transfer at a bank account indicated by WM Studio's. WM Studio's always has the right to require security for the payment or advance payment, both before and after the formation of the agreement, as such subject to suspension of the execution of the agreement by WM Studio's, until the security is provided and/or the advance payment has been received by WM Studio's. If advance payment would be refused, then WM Studio's is entitled to dissolve the agreement and the customer is liable for any damage and loss that follows from it for WM Studio's.
- 5.4. If payment by the customer does not take place within the agreed upon payment term, then all of any discounts agreed upon with customer lapse by operation of law and the original price (without taking discounts of any kind whatsoever into account) has to be paid to WM Studio's.
- 5.5. If payment does not take place in a timely manner, then the customer is in default by operation of law without the requirement of a notice of default. The customer owes interest on the overdue amount from that moment onwards to WM Studio's of 2% per month.
- 5.6. In the event that after the lapse of a further payment term stipulated with the reminder in writing payment has not yet been received, then the customer owes a penalty equal to 10 % of the principal sum including VAT owed by the customer to WM Studio's, regardless of whether WM Studio's has to incur extrajudicial collection costs and without prejudice to the right of WM Studio's to claim compensation.
- 5.7. Without prejudice to the other rights of WM Studio's pursuant to this article, the customer is obligated towards WM Studio's to reimburse the collection costs which WM Studio's has to incur.
- 5.8. The applicability of article 6:92 of the Dutch Civil Code is ruled out as it relates to the penalty clause set out in this article.

6. Warranty and complaints

- 6.1. If a warranty is provided by WM Studio's to the customer pertaining to work activities or products delivered or to be delivered by it, then this will be expressly disclosed to the customer in writing. Upon default of such an express written notification, the customer is not able to invoke warranty, without prejudice to its legal rights which follow from mandatory provisions.
- 6.2. If the customer makes a justifiable recourse to warranty, WM Studio's will remedy the work activities to be performed or products to be delivered, or still execute/deliver as agreed upon, at own discretion.
- 6.3. Any complaints about a product delivered by WM Studio's or about the execution of work activities, need to be communicated to WM Studio's by the customer in writing and supported by reasons. If five days have lapsed after the performance of the work activities or delivery of the products, then the customer is no longer able to justifiably object, unless the defect would not have been observable at the time of delivery with a careful check in a timely manner. In that case, the customer has to inform WM Studio's in writing and supported by reasons about the defect, within five days after the defect became known to the customer or could have become known.

7. Dissolution and termination

- 7.1. The customer is considered to be in default if the customer

TERMS AND CONDITIONS WM Studio's BV

does not comply with any obligation from the agreement, or does not do so in a timely manner, and also if the customer does not comply to a written demand to still fully comply to the performance within a set reasonable period.

- 7.2. In the event of default of the customer, WM Studio's is entitled to dissolve the agreement in whole or in part, without any obligation to compensation, and without prejudice to the rights to which it is entitled, by a written notification to this end addressed to the customer and/or to claim any amount owed by the customer to WM Studio's in its entirety.
- 7.3. WM Studio's is entitled to dissolve the agreement with immediate effect if the customer requests suspension of payment or bankruptcy or if it is requested against it or if the whole or part of its assets are attached. All (1) invoiced amounts, (2) receivables related to not yet invoiced but already executed work activities or provided services and also (3) damage and loss suffered or to suffer by WM Studio's will then be immediately due and payable. WM Studio's will never be obligated to any compensation due to this termination.
- 7.4. Dissolution and termination do not affect obligations which are, by their nature, intended to continue after the end of the agreement. Part of these obligations are, among other things, the provisions pertaining to the indemnification towards intellectual property rights, payment obligations of the customer and confidentiality.

8. Force majeure

- 8.1. WM Studio's is not liable if a failure is the result of force majeure. The obligations of WM Studio's are suspended during the period of force majeure. If the period in which performance of the obligations by WM Studio's is not possible due to force majeure lasts for over three months, both parties are entitled to dissolve the agreement without judicial intervention, without there being any obligation towards compensation in the matter.
- 8.2. The concept of 'force majeure' as referred to in this article is meant to be understood as, at least, unforeseen circumstances, also of technical and economical nature, which have arisen through no fault or action of WM Studio's, such as among other things, serious failure in the business, network, equipment, forced cuts in production, strikes and lockouts, both with WM Studio's and with supplier companies, war, hostilities, state of siege, mobilisation, either in the Netherlands or in any other country where any business locations of WM Studio's or of supplier companies are located, delays in transport or delayed or erroneous delivery of things or materials or components by third parties including supplier companies of WM Studio's.
- 8.3. If WM Studio's has already partially complied with its obligations at the time the force majeure enters into effect, or can only comply with its obligations in part, then it is entitled to invoice the already delivered or deliverable part separately and the customer is obligated to pay this invoice as if it concerned a separate agreement.

9. Liability

- 9.1. WM Studio's is solely liable for damage and loss which the customer suffers, if and to the extent that that damage and loss is the direct result of intent or deliberate recklessness of WM Studio's.
- 9.2. The total liability of WM Studio's will, in all cases, be limited to reimbursement of direct damage and loss, for which the total amount to be paid by WM Studio's to the customer pursuant to any obligations to undo and reimbursement of damage and loss will never amount to more than at most the amount of the price stipulated for that agreement (excluding VAT). Direct damage and loss as referred to in this provision is solely meant to be understood as:

- a) the reasonable costs to determine the cause and the extent of the damage and loss, to the extent that the determination pertains to damage and loss as referred to in these conditions;
- b) any reasonable costs incurred to ensure that the defective performance of WM Studio's complies to the agreement, unless this cannot be attributed to WM Studio's;
- c) reasonable costs incurred to prevent or limit the direct damage and loss.

For indirect damage and loss, which also includes consequential damage, lost profit, missed savings and damage and loss due to business interruption, WM Studio's is never liable.

- 9.3. WM Studio's is not liable for damage and loss, if and to the extent that the customer has insured themselves against the damage and loss in question or could have reasonably insured themselves.
- 9.4. To the extent that WM Studio's makes use of the services of third parties for the execution of the agreement, and these third parties have limited their liability, all assignments given to WM Studio's include the competence to also accept such liability limitations on behalf of the customer.
- 9.5. WM Studio's is under no circumstance liable for costs, damage or loss as a result of the change, destruction or loss of programs, files and/or data which was or is stored on any information carrier, since the customer is obligated pursuant to these terms and conditions to ensure that the customer retains a back-up of those programs, files and data at all times.

10. Intellectual property rights

- 10.1. The intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, related rights, rights to protect performances including databank rights to all which is designed by WM Studio's resides with WM Studio's. The customer is not allowed to remove or change any indication related to copyrights, brands, trade names, or other rights of intellectual or industrial property, to or from what is delivered.
- 10.2. The customer is required to possess the competence to use (intellectual) property rights, pertaining to its work activities in the context of this agreement and all which the customer provides to WM Studio's. The customer indemnifies WM Studio's for all claims of third parties for any violations of rights of third parties.
- 10.3. The Court of the Central Netherlands, location Utrecht, has the exclusive jurisdiction to take note of disputes which directly or indirectly relate to any agreement or legal act to which these terms and conditions apply.

11. Personal information

- 11.1. The customer will not process personal information in violation with applicable laws and/or legislation. The customer also guarantees that there is a legal basis for each processing of personal information in relation to the agreement concluded by the customer with WM Studio's.

12. Disputes and applicable law

- 12.1. The Dutch law applies to an agreement concluded with WM Studio's. Foreign legislation and treating including the Treaty of the United Nations pertaining to international purchase agreements concerning movable property of 11 April 1980 (Vienna Convention on Contracts for the International Sale of Goods) is ruled out.