

Terms and Conditions [®]

ARTICLE 1. DEFINITIONS AND TERMS

1. In these General Terms and Conditions, the following terms shall have the following meaning, unless explicitly indicated otherwise. SEMSTAR B.V. trading under the name Time to Speak, the user of these General Terms and Conditions, established at Zuideinde 16BG, 7941GH, Meppel.
Client: the counterparty of Time to Speak. Agreement: any mutual acceptance with regard to the provision of services/goods by Time to Speak.
Projects: the services provided by Time to Speak and related matters. This includes, among other things, the agreement to make video productions, concept and communication advice and other multimedia products, all in the broadest sense of the word, as laid down in a document agreed by both parties and the documents that may be declared applicable therein.
Work: the provision of services or advice without any subordination and outside of employment or the taking on of work as mentioned above and/or the delivery of goods, all in the broadest sense of the word and as stated in the order confirmation. Terms and Conditions: these General Terms and Conditions of Time to Speak.

ARTICLE 2. GENERAL

1. These Terms and Conditions apply to every offer, quotation and Agreement between Time to Speak and a Client to which Time to Speak has declared these Terms and Conditions applicable, insofar as the parties have not expressly deviated from these Terms and Conditions in writing. The conclusion of an agreement with Time to Speak means that the Client unconditionally accepts the applicability of these Terms and Conditions.
2. These Terms and Conditions also apply to Agreements with Time to Speak, for the performance of which Time to Speak must involve third parties.
3. Should one or more provisions in these General Terms and Conditions wholly or partially be invalid or become void, the remaining provisions in these General Terms and Conditions shall remain fully applicable. In this event, Time to Speak and the Client will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.
4. If Time to Speak does not require strict compliance with these Terms and Conditions, this does not mean that the provisions thereof do not apply or that, to any degree, Time to Speak would lose the right to demand strict compliance in other cases with the provisions of these Terms and Conditions.
5. In the event that these Terms and Conditions and the Agreement contain conflicting provisions, the Terms and Conditions contained in the Agreement shall apply. Any deviations from these Terms and Conditions are only valid if they have been expressly agreed in writing and only apply to the specific Agreement to which the deviations relate.
6. The applicability of any purchase or other conditions of the Client is explicitly rejected.



ARTICLE 3. CONCLUSION OF THE AGREEMENT

1. The quotations and offers made by Time to Speak are non-binding and revocable, unless a deadline for acceptance has been set in the quotation. If no acceptance term has been set, no rights can be derived in any way from the quotation or offer if the product or service to which the quotation or offer relates is no longer available in the meantime.
2. The offer to enter into an Agreement can be made orally or in writing by Time to Speak. Only after the Order has been accepted by Time to Speak and the written Order Confirmation has been signed by the Client it will be binding on Time to Speak.
3. If the Order has been issued orally, or if the signed Order Confirmation has not yet been received back, the Agreement shall be deemed to have been concluded under the applicability of these Terms and Conditions at the time that Time to Speak has commenced the performance of the Order at the request of the Client. In this case, if the Client does not respond to the content of the Order Confirmation within 2 working days after the request, it will be deemed correct and complete and its Client and Time to Speak will be bound by the content of the Order Confirmation.
4. The provision of information or material by the Client to Time to Speak for the performance of the work shall be deemed equivalent to making the request as stipulated above in paragraph 3.
5. Furthermore, all quotations and offers are based on the information provided by the Client. In the event of proven inaccuracy or incompleteness thereof, the Client cannot derive any rights with respect to Time to Speak from an (accepted) quotation or offer. Time to Speak cannot be held to the quotes or offers if the Client can reasonably understand that the quotes or offers, or any part thereof, contain a manifest error or typographical error.
6. The prices stated in a quotation or offer are inclusive of VAT and other taxes and charges by the government as well as any costs to be incurred in the context of the Agreement, including travel and accommodation, shipping, and administrative charges unless otherwise indicated.
7. The documents, scripts, technical descriptions, designs, calculations, scripts and film video clips that are part of the offer, which are produced by Time to Speak or on its behalf, remain the property of Time to Speak. They may not be made available or shown to third parties without its consent. Nor may they be copied or otherwise reproduced without the permission of Time to Speak. If no order is issued, these documents must be sent to free of charge within 10 working days of a request made by Time to Speak.

ARTICLE 4. PERFORMANCE OF THE AGREEMENT

1. Time to Speak is obliged to perform the work assigned to it with due care as can be expected of a good Contractor. All Time to Speak services are performed on the basis of a best efforts obligation, unless and insofar as Time to Speak has expressly promised a result in the written Agreement and the result concerned has also been described with sufficient certainty.
2. If and insofar as the proper performance of the Agreement so requires, Time to Speak has the right to have certain work performed by auxiliary persons, freelancers and third parties. The applicability of Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded. When engaging third parties, Time to Speak will take due care.
3. Time to Speak is not liable for damage resulting from shortcomings of third parties and assumes and, if necessary, stipulates that each assignment to Time to Speak includes the authority to accept any limitations of liability from third parties on behalf of the Client.
4. The Client shall see to it that all details, which Time to Speak has said to be necessary or which the

Terms and Conditions [®]

Client must in all reasonableness understand to be necessary to the performance of the Agreement, are provided to Time to Speak on time.

5. If Time to Speak has not been provided in due time with the details necessary to the performance of the Agreement, Time to Speak shall have the right to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay at the generally accepted rates. The execution period does not commence until after the Client has made the details available to Time to Speak.
6. If parties have agreed that the Agreement will be executed in stages, Time to Speak can suspend the performance of the parts pertaining to a subsequent stage until the Client has approved in writing the results of the stage prior to it.
7. The goods to be delivered shall be dispatched in the manner indicated by Time to Speak in the Agreement. If the Client wishes to receive a shipment differently, the additional costs will be borne by the Client.

ARTICLE 5. DELIVERY AND AMENDMENT OF THE ORDER

1. Time to Speak will start creating the agreed goods and/or services as soon as possible after receipt of the required details, texts and/or visual material and will inform the Client of the expected delivery time.
2. A term of delivery specified by Time to Speak, unless deviated from in writing, is only indicative. Delivery times are determined approximately.
3. If, during the performance of the Agreement, it appears that the work to be done needs to be changed and supplemented in order to ensure its proper performance, parties shall adapt the Agreement accordingly in due time and in mutual consultation.
4. If the Agreement has been amended or supplemented, Time to Speak is only entitled to implement it after the parties have agreed on all amendments and/or additions, including the time to be determined for completion of the work, remuneration and other conditions. Not implementing the modified agreement, or not performing it immediately, does not give rise to any breach of contract by Time to Speak and will not be grounds for the Client to terminate the Agreement.
5. If a fixed fee has been agreed, Time to Speak will indicate to what extent the amendment or addition to the Agreement will result in this fee being exceeded.
6. Changes made to an already issued Order may result in Time to Speak exceeding the originally agreed delivery time; in that case, Article 10 (11) shall apply mutatis mutandis.
7. If the change entails a reduction in activities, Article 8 (4) shall apply.
8. If Time to Speak is unexpectedly unable to meet its obligations within the agreed delivery time, Time to Speak can only be given written notice of default, whereby Time to Speak is granted a period of at least 14 days to meet its obligations.

ARTICLE 6. FEES

1. Fees and any cost estimates are in euros and exclude VAT and any other government levies.
2. Time to Speak is entitled, at its discretion, to ask the Client for a reasonable advance on the fee for the work still to be performed. Time to Speak is entitled to suspend the commencement of its activities until the advance has been paid or sufficient security has been provided.
3. The fee is in no way dependent on the outcome of the Order. Turnover tax will be charged to the Client.
4. If the Client and Time to Speak have not agreed on a fixed amount for a specific order or per calendar



v1-7.22

Zuideinde 16BG | 7941 GH Meppel

Support 085-1302945 **Office** 085-0230597 **E-Mail** info@timetospeak.nl

Terms and Conditions [®]

year or financial year, the fee will be determined based on the hourly rate and the total time spent by Time to Speak.

5. Time to Speak is at all times entitled to increase the fee without the Client being entitled to dissolve the Agreement for that reason. If the increase in the price results from a right or obligation as a result of the laws or regulations or is caused by an increase in, for example, wages or on other grounds that were not reasonably foreseeable when the agreement was entered into.
6. In addition, Time to Speak may increase the compensation if during the execution of the work it appears that the originally agreed or expected amount of Work was insufficiently estimated at the conclusion of the Agreement, and that it is not attributable to Time to Speak, that Time to Speak cannot reasonably be expected to perform the agreed work at the originally agreed compensation. If the increase in this and the previous paragraph is more than 10%, the Client has the right to terminate the Agreement with immediate effect. If an increase takes place during the first three months after the conclusion of the Agreement, the Client may terminate the Agreement irrespective of the percentage of the increase.
7. All travel and accommodation costs and costs for buying music rights are considered additional costs and are not included in the quotation. Unless otherwise stated. These are added separately to the final invoice. Time to Speak is not obliged to hand over the physical receipts to the Client. Time to Speak applies a travel allowance of €0.39 per km.
8. The Client is obliged to reimburse all further reasonable expenses incurred by Time to Speak in the performance of the Agreement.
9. The fees will be charged to the Client, if necessary plus expense claims or claims from third parties, including the VAT due per phase or after completion of the Work.
10. Cancellation of an order within 48 hours prior to the work will be charged at a rate of 50% of the quoted wage costs and 25% of the equipment costs. Costs for the cancellation of material, equipment, freelancers and services hired by Time to Speak will be charged in full to the Client in accordance with the terms and conditions of the relevant party.

ARTICLE 7. PAYMENT

1. Payment must always be made within 14 days of the invoice date in a manner to be specified by Time to Speak.
2. In the case of agreements that represent a value of more than €6,000.00 excl. VAT or in the case of orders in which Time to Speak must rent materials from third parties or otherwise incur costs from third parties, the Client is obliged to make a down payment of 50% of the total amount of the Agreement within fourteen days after approval of the Order or the conclusion of an Agreement. After completion of the project, the Client will receive an invoice for the remaining 50%. 3
3. If the Client fails to pay an invoice on time, the Client is legally in default. The Client shall owe an interest of 10% per month or part of a month. Unless the statutory interest rate is higher, in which case the statutory interest rate is due. The interest on the due amount will be calculated from the moment the Client is in default until the moment of full payment of the full amount due.
4. The Client is never entitled to set off the amount owed by it to Time to Speak. Objections to the amount invoiced do not suspend the payment obligation. The Client who is not entitled to appeal to Section 6.5.3 of the Dutch Civil Code is also not entitled to suspend payment of an invoice for any other reason.
5. If the Client is in default or breach of contract in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Client. The extrajudicial costs



v1-7.22

Zuideinde 16BG | 7941 GH Meppel

Support 085-1302945 **Office** 085-0230597 **E-Mail** info@timetospeak.nl

Terms and Conditions [®]

will be calculated based on common practice with regard to debt collection in the Netherlands, currently the calculation method according to "Rapport Voorwerk II". However, if Time to Speak has incurred higher costs for debt collection that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection charges due.

ARTICLE 8. DURATION AND TERMINATION OF AGREEMENTS

1. The Agreement is entered into for a definite period of time unless it follows from the nature of the contract awarded that it was entered into for an indefinite period of time.
2. The Client and Time to Speak are at all times entitled to terminate the Agreement for an indefinite period of time by means of termination. Judicial intervention is not required for this purpose. Such notice must be given by registered letter and with due observance of a notice period of 2 (two) months.
3. The fixed-term Agreement cannot be terminated prematurely unless there are urgent circumstances as a result of which the Client or Time to Speak can no longer reasonably be expected to continue the contract for services for a longer period. This must be communicated to the other party in writing, stating the reasons. All this without prejudice to the obligation of the Client to pay the full agreed fee.
4. If the Client has terminated the agreement prematurely, in whole or in part, with mutual consent in accordance with the preceding paragraphs, Time to Speak shall be entitled to compensation for loss of capacity incurred and plausible on its part, as well as for additional costs that it has reasonably had to incur as a result of the early termination of the Agreement, unless there are facts or circumstances underlying the premature termination that are attributable to Time to Speak.
5. In the event that one of the parties becomes insolvent, requests suspension of payment or ceases operations, the other party has the right to terminate the Agreement without observing a notice period, all rights reserved.
6. Time to Speak is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if, (1) the Client does not fulfil the obligations under the Agreement, or does not fulfil them in full or in time; (2) after the conclusion of the Agreement, Time to Speak becomes aware of circumstances that constitute good reason to fear that the Client will not fulfil the obligations: (3) if the Client was requested to provide security for the fulfilment of its obligations under the agreement at the time of the conclusion of the Agreement and this security does not exist or is insufficient; (4) if the delay on the part of the Client can no longer require Time to Speak to fulfil the Agreement under the originally agreed conditions.
7. Time to Speak also has the authority to suspend the issuance of documents or other items to the Client or third parties until all due and payable claims against the Client have been paid in full.
8. If the progress in the execution or delivery of the work is delayed due to the default of the Client or due to force majeure on its part, Time to Speak may charge the fully agreed amount, without prejudice to its right to claim further costs, damage and interest.
9. If the Agreement is terminated, Time to Speak's claims on the Client will become immediately due and payable.

ARTICLE 9. VOICEOVER AND MUSIC RIGHTS

1. Some productions use one or more voice-overs. The costs of a voice-over are included in the additional costs that are not included in the quotation, unless stated otherwise. Unless otherwise agreed in writing, these will be added separately by Time to Speak to the final invoice.



v1-7.22

Zuideinde 16BG | 7941 GH Meppel

Support 085-1302945 **Office** 085-0230597 **E-Mail** info@timetospeak.nl

Terms and Conditions [®]

- For music used in a video production or online expression, the Client must pay a fee for the rights to a copyright organisation such as Buma/ Stemra, SENA, Stichting SYNC or a similar organisation. The Client is at all times ultimately responsible for the registration, remuneration and payment of these copyrights.
- These copyrights are additional costs that are not included in the quotation. The fees will be determined by the relevant copyright organisation.
- Time to Speak can provide an estimate of these costs as PM post on request, but no rights can be derived from this. The actual costs, determined by the copyright organisation, must be paid by the Client to the relevant organisation.
- Time to Speak will provide the Client with all information necessary for any administrative handling of the Buma/Stemra fees.
- If Time to Speak receives an invoice from SENE, Stichting SYNC or a comparable organisation due to negligence and/or incorrect action of the Client an invoice and/or levy of Buma/Stemra, the Client is obliged to pay this invoice and additional costs. In these cases, Time to Speak will always charge an administrative fee of €400.00; any other additional costs arising from this will also be charged.

7.

ARTICLE 10. LIABILITY

- Time to Speak will be able to perform its work to the best of its ability and will observe the care that can be expected from Time to Speak. If an error is made because the Client has provided incorrect or incomplete information, Time to Speak shall not be liable for the resulting damage.
- Time to Speak is not responsible or liable for the content of material supplied by the Client.
- The Client is liable for all damage that Time to Speak may suffer as a result of a shortcoming in the fulfilment of the obligations arising from the agreement and these Terms and Conditions attributable to the Client.
- The Client must immediately notify Time to Speak in writing of any changes to the Client's details. If the Client fails to do so, the Client shall be liable for any damage that Time to Speak suffers as a result.
- In the event of an attributable shortcoming in the fulfilment of the agreement, Time to Speak is only liable for replacement compensation, i.e. compensation for the value of the non-performance.
- The liability of Time to Speak is therefore limited to the compensation that Time to Speak has received for its work under the Agreement. For Agreements with a term longer than six months, the liability is further limited to a maximum of the compensation over the last six months.
- In addition, the liability of Time to Speak is limited in its entirety to the amount that is paid out under the business liability insurance taken out in the relevant case, plus the amount of the excess. Time to Speak may set off the obligation to compensate the damage against the unpaid invoices and the resulting interest and costs.
- The aforementioned limitations of liability do not apply if there is gross negligence or intent on the part of Time to Speak.
- Time to Speak is not liable for persons who have engaged Time to Speak at the instruction of the Client.
- Time to Speak is liable in the event of liability, only for direct damage. Time to Speak is not liable for any other direct, indirect and/or consequential damage (including but not limited to loss of profit, business stagnation costs, loss of business contacts, including those resulting from any delay, loss of data, goodwill, exceeding a delivery period and/or defects found) than direct financial loss suffered by the Client.



v1-7.22

Zuideinde 16BG | 7941 GH Meppel

Support 085-1302945 **Office** 085-0230597 **E-Mail** info@timetospeak.nl

Terms and Conditions [®]

11. Insofar as the Client and Time to Speak have agreed deadlines in the contract for services or during the performance of the Order within which the Work must be carried out, these deadlines are indicative, unless expressly agreed otherwise in writing as in the case of a fixed-term contract for services, exceeding them will never result in a shortcoming in the fulfilment of the obligation of Time to Speak and therefore do not give the Client the right to claim compensation and/or dissolution of the Agreement. If a term is exceeded, the Client must therefore give Time to Speak written notice of default, and Time to Speak must be given a reasonable term to fulfil the Agreement.
12. The Client is obliged to notify Time to Speak in writing within one month after the Client has identified or could reasonably have identified an inaccuracy in the performance of the Agreement and the resulting risk of damage.
13. If the notification referred to in the previous paragraph is not made or is made too late, Time to Speak is in no way obliged to the Client to undo the damage suffered in a manner that matches, and is consistent with, the content of the Order and the nature of the Work.
14. The Client indemnifies Time to Speak against all claims that third parties claim to have and make on Time to Speak to compensate for damage suffered, costs incurred, lost profits and other expenses that are in any way related to and/or arise from the performance of the Agreement by Time to Speak.
15. After twelve months from the day on which the advice is issued, any right of the Client vis-à-vis Time to Speak in respect of damage caused by any shortcomings and/or errors of Time to Speak in the performance of the Agreement shall lapse.

ARTICLE 11. FORCE MAJEURE

1. Time to Speak is not obliged to fulfil its obligation towards the Client if it is being hampered by circumstances beyond its control, by law, a legal act or generally accepted views.
2. In these General Terms and Conditions, force majeure means, in addition to what is understood in law and jurisprudence in that area, all external causes, foreseen or unforeseen, over which Time to Speak cannot exert any influence, but as a result of which Time to Speak is unable to fulfil its obligations. In any case, circumstances giving rise to such force majeure include the impossibility of performing the agreement due to the impediment of third parties engaged by Time to Speak, as well as the impossibility for Time to Speak as a result of illness, strikes, disruptions to energy supplies, traffic disruptions, disruptions in transport and mail and/or telecommunications as well as disruptions in networks, infrastructure and computer intrusion. This is not an exhaustive list.
3. Time to Speak may suspend all obligations under this Agreement during the period of force majeure. If this period continues for longer than two months, either of the parties are entitled to dissolve the Agreement free of obligation to pay compensation for any loss suffered by the Client.
4. To the extent that the Time to Speak has partially fulfilled or will be able to partially fulfil the obligations under the agreement when the force majeure begins, and the fulfilled or to be fulfilled part has independent value, Time to Speak is entitled to separately invoice the fulfilled or to be fulfilled part. The Client is required to pay this invoice as if it were a separate agreement.

ARTICLE 12. COMPLAINTS

1. The Client is obliged to investigate with appropriate haste after delivery whether Time to Speak has properly complied with the agreement and is also obliged to inform Time to Speak immediately in writing as soon as it becomes aware of the contrary.



Terms and Conditions [®]

2. Complaints about the services/goods delivered must be reported in writing by the Client to Time to Speak within 14 days after discovery, but no later than 30 days after delivery of the relevant service/goods. The notice of default must give as detailed a description as possible of the shortcoming, so that Time to Speak is in a position to respond adequately.
3. If a complaint is justified, Time to Speak will still deliver the services/goods as agreed, unless this has become demonstrably pointless according to the Client. The latter must be notified by the Client in writing.
4. The performance of the Agreement between the parties is deemed to be satisfactory if the buyer has failed to carry out the examination or the notification referred to in paragraph 1 of this article on time.
5. The performance/film of Time to Speak shall in any case be deemed to be satisfactory between the parties if the Client has taken the delivered or part of the delivered goods into use, has processed them, has delivered them to third parties or has given them to third parties to take into use, has processed them or has had them delivered to third parties, unless the Client has complied with the provisions of the first paragraph of this article.
6. If the performance of the agreed work or the delivery of goods is no longer possible or meaningful, Time to Speak will only be liable within the limits of Article 10.
7. For delivery of the end product, Time to Speak will hand over one first version of the end product to the Client. Based on this first version, the Client has the right to submit one-off corrections or adjustments that will be carried out by Time to Speak. However, the requirement for adjustment should be deemed reasonable. This includes, for example, the adaptation of name titles, credits and a limited adaptation of the content or structure of the film. The request for adjustment must be communicated to Time to Speak within five working days of handing over the first version.

ARTICLE 13. CONFIDENTIALITY

1. Unless required to do so by any legal provision, regulation or other rule, Time to Speak is obliged to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from the Client. The Client may grant an exemption in this regard. Information is considered confidential if this has been communicated by the other party or if this derives from the nature of the information.
2. Subject to the written consent of the Client, Time to Speak is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception is made in the event that Time to Speak acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be important.
3. Unless there is any legal provision, regulation or other rule that obliges the Client to disclose or if prior permission has been granted by Time to Speak, the Client will not provide the content of reports, works, recommendations or other written or non-written statements by Time to Speak to third parties.

ARTICLE 14. RETENTION OF TITLE AND PROPERTY OF THE CLIENT

1. All goods or results of services created or delivered by Time to Speak in the context of the Agreement shall remain the property of Time to Speak until the fees owed by the client have been paid in full.
2. Time to Speak will store the items entrusted to it by the Client in the context of the fulfilment of the Agreement and act as a good custodian. However, Time to Speak is not liable for damage to the entrusted goods and storage of files.



v1-7.22

Zuideinde 16BG | 7941 GH Meppel

Support 085-1302945 **Office** 085-0230597 **E-Mail** info@timetospeak.nl

Terms and Conditions [®]

3. Time to Speak will store the footage or other works made for the Client for a minimum period of two months. Time to Speak can store the footage or other works for a longer period of time for an additional fee and as stipulated in an agreement.
4. Time to Speak is not responsible for the loss of footage or other works due to unforeseen circumstances such as computer crashes, fire, burglary or other unforeseen situations. However, Time to Speak is not liable for damage to the entrusted goods and storage of files.

ARTICLE 15. INTELLECTUAL PROPERTY

1. Time to Speak reserves the rights and powers vested in it under the Copyright Act. The ownership of projects delivered by Time to Speak, such as video productions, ideas, images, concepts, scripts, screenplays, illustrations or (trial) designs, etc. therefore continues to rest entirely with Time to Speak. These may not be copied, reproduced or edited without the written permission of Time to Speak.
2. It is possible to obtain copyrights in agreement with Time to Speak. By means of a licence fee or royalty fee, an agreed form of use can be recorded in order to legally record the permission of this use for the Client.
3. By issuing an order for the use, reproduction or reproduction of items protected by the Copyright Act or any industrial property right, the Client declares that no infringement of the copyright or industrial property right of third parties is made and indemnifies Time to Speak in and out of court for all consequences arising from the use, multiplication or reproduction.
4. Unless otherwise agreed, the Order does not include the investigation of the existence of patent rights, trademark rights, design rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.
5. If the Client fully fulfils its obligations as a result of the Agreement with Time to Speak, it obtains an exclusive licence to use the project insofar as this concerns the right of disclosure and reproduction in accordance with the purpose agreed upon in the Order. If no agreements have been made on the intended use, the granting of the licence will be limited to that use of the project for which there were definite plans at the time the Contract was awarded. These plans must be demonstrably announced to Time to Speak before the conclusion of the Agreement.
6. The Client receives a licence from Time to Speak for the use of copyrighted works made by Time to Speak in the performance of a Contract on behalf of the Client. This licence is only valid as long as the Client fulfils the financial obligations associated with the provision of the copyrighted work. The licence only applies to the use of the Work in question by the Client itself or to its legal successors. Licences relating to the use of music and/or musical pieces are excluded from this provision. The Client is responsible for arranging the necessary music licences.
7. Unless explicitly stated otherwise, all projects made by Time to Speak do not have a licence agreement for use outside the Netherlands. Unless agreed in advance, the costs for consent or a licence for use outside the Netherlands will be invoiced separately in accordance with the applicable industry standards.
8. The costs of acquiring licences from third parties for copyright material that will be used in the performance of the Agreement shall be borne by the Client. Copyright material includes but is not limited to: fonts, software, corporate identity elements, photos, videos, stock images and compositions. These costs are mandatory and the Client is fully responsible for this.
9. The Client is responsible for handling the portrait rights of extras, interviewees or other persons or



Terms and Conditions [®]

rights-holders of a video production. The same applies to the pictorial rights of buildings, works of art or venues, for example. The costs for the registration and purchase of these rights shall be borne by the Client and will be invoiced additionally unless otherwise agreed.

10. Time to Speak has the right to publish a video production or fragments thereof and/ or to reproduce them for the purpose of its own promotion on, for example, a show reel, the internet, a retrospective exhibition, film festival or a similar event or for the purpose of events and media aimed at a demonstration and promotion of the Work, products or services of Time to Speak, without prior permission being required and without any compensation having to be paid in this regard. This provision also includes all scripts, designs and all recordings made, also referred to as "the raw material".
11. However, use by Time to Speak is only possible after the project or video production has already been made public.
12. The Client is not permitted to use parts of a delivered production as part of another production. It is also not permitted to modify or reassemble a delivered product without the written permission of Time to Speak.

ARTICLE 16. APPLICABLE LAW

1. All agreements between the Client and Time to Speak are governed exclusively by Dutch law.
2. If the parties have a dispute as a result of the Agreement, they will try to reach a solution in consultation.
3. If consultation does not lead to a solution, the parties can submit the dispute to the competent court in the District Court of Zwolle, unless the law urgently requires otherwise.

ARTICLE 17. LEGAL SOURCE(S) AND CHANGE OF TERMS AND CONDITIONS

1. These Terms and Conditions will be sent by Time to Speak free of charge on request. The conditions can also be consulted and copied and stored from the website www.timetospeak.nl.
2. The most recently filed version or the version applicable at the time the legal relationship with Time to Speak was established shall apply at all times.
3. In the event of conflicting interpretations, the Dutch version of the General Terms and Conditions prevails at all times.



STAY ON THE
CONNECTED