

## EYE MEDIA TELEVISION B.V. - GENERAL TERMS AND CONDITIONS

### Article 1 Definitions

In these general terms and conditions, the terms below will be defined as follows:

1.1 Participant: Anyone who commissions Eye Media to create or execute a media production (hereinafter also referred to as 'product').

1.2 Eye Media: The private company with limited liability Eye Media Television B.V., with its registered office and principal place of business at Piet Heinkade 55 in (1019 GM) Amsterdam and Oostmaaslaan 59-71 in (3063 AN) Rotterdam, as well as office premises at Daltonlaan 600 in (3584 KB) Utrecht and Kennedyplein 1-13 in (5611 ZS) Eindhoven.

1.3 Confirmation of participation: The document that Eye Media provides to every participant that wishes to procure a product from Eye Media (such as an item or television programme, advertising campaign or any other product or service supplied by Eye Media; see the term 'product' below under Article 1.4 for a more precise description). The confirmation of participation contains a precise description of the product the participant wishes to procure from Eye Media. The conditions subject to which Eye Media will create/deliver the product for/to the participant are also contained in the confirmation of participation. If the participant signs the confirmation of participation for approval, a commission agreement will be considered to be formed between Eye Media and the participant.

1.4 Product: Media productions in the broadest sense of the word. This may include an item in a television programme, but also an advertising campaign. All productions, work or services that Eye Media carries out for the participant may be considered to be a product. All agreements that Eye Media has made with the participant regarding the product are set out in the confirmation of participation.

### Article 2 Applicability of general terms and conditions

2.1 These general terms and conditions apply to:

- all agreements between the participant and Eye Media, as well as the formation and implementation thereof;
- the broadcast of television products such as commercials, in-script items, billboarding and other (non-spot) products by Eye Media;
- all offers, confirmations, price quotes, prices, technical specifications, procedures, letters of intent, and commitments from Eye Media related to the aforementioned television products.

2.2 Any general terms and conditions of the participant are not applicable, unless Eye Media has explicitly accepted the applicability of these terms and conditions.

### Article 3 Contents of the agreement

3.1 The confirmation of participation provides the complete set of all agreements between the participant and Eye Media. Verbal or other written agreements between the parties will therefore only be binding if these are contained in the confirmation of participation.

3.2 If the confirmation of participation is signed by the participant, the participant may notify Eye Media of its desire to amend an agreement that is contained in the confirmation of participation. This may, for example, be relevant if the participant is no longer capable of complying with the agreements as set out in the confirmation of participation due to a change in circumstances. The reverse may also apply (Eye Media would like to amend an agreement, whether or not due to a change in circumstances). An agreement in the confirmation of participation may only be amended if

Eye Media and the participant agree to this change in writing. This written agreement must clarify which agreement in the confirmation of participation is being amended and must also specify the precise changes. The date that the amended agreement takes effect must also be stated. The amended agreement will only become binding when these requirements have been satisfied.

3.3 It is possible that, after signing the confirmation of participation, the participant wishes to procure additional products (and therefore more products than are specified in the confirmation of participation). If the participant has notified Eye Media of this, Eye Media will provide the participant with an offer. Eye Media will indicate under which conditions it can supply the additional products to the participant. If no special conditions for the delivery of the additional product(s) are specified in the offer, the same conditions apply as those set out in the confirmation of participation. If the participant approves Eye Media's offer for the additional products, a commission agreement is formed with Eye Media for the creation/delivery of these additional products. The above also applies if Eye Media offers the participant additional products at its own initiative.

3.4 The participant is obliged to grant Eye Media all participation necessary to the creation of the agreed product.

#### Article 4 Recording date and recording

4.1 The participant and Eye Media jointly determine a suitable date for the creation of recordings. If the participant and Eye Media have agreed a date for recordings, these may be rescheduled at the participant's request. This is subject to the requirement that Eye Media must grant its permission for the rescheduling of any dates.

4.2 If a participant wishes to change a scheduled recording date, it must notify Eye Media of this in a timely manner. This is necessary in order for Eye Media to take the change in recording date into account. If Eye Media is notified of a change in the recording date on short notice, i.e., three days or less prior to the original recording date, Eye Media will not have sufficient time to modify its schedule and Eye Media will no longer be able to cancel any contracted third parties and materials necessary for the recording at no cost. In order to compensate these costs, Eye Media will invoice the participant for these costs incurred for any changes to a recording date made three days or less prior to the recording date. These costs will be €500 if the changes are made three days or less prior to the recording date. If changes are made on the same day as the recording date, these costs will be €750.

4.3 Eye Media always has the right to reschedule or modify the scheduled recordings. Eye Media is not obliged to report the reasons for this rescheduling or modification to the participant.

#### Article 5 Transferability of rights, broadcast time, time and date of broadcast

5.1 The participant is entitled to transfer rights and obligations arising from the agreement with Eye Media or parts of the agreement to third parties. This is subject to written permission from Eye Media being granted to the participant advance.

5.2 If Eye Media has booked broadcast time for a product (such as an item in a television programme or advertising campaign), this broadcast time will be used for the broadcast of the product. It is however possible that the reserved broadcast time may not be used for the broadcast of the product, for example because the recordings have not yet been completed. In this case, Eye Media will make the reserved broadcast time freely available to third parties. Eye Media may also avail itself of this right if the participant fails to fulfil its obligations as contained in the confirmation of participation. If the reserved broadcast time may not be made available to third parties, Eye Media has the right to charge the participant for the reserved broadcast time.

5.3 Every announcement by Eye Media regarding a date and/or time at which a broadcast takes place or will take place must be considered an estimated indication. If the broadcast of an item or campaign cannot take place at the originally scheduled time – taking a reasonable margin into consideration – as a result of a human and/or technical failure, Eye Media will endeavour to broadcast the item or campaign at a later time, and this will be subject to a corresponding rate. Eye Media is not liable for any damage resulting from these types of modifications.

#### Article 6 Retention of title

Eye Media will retain the full rights to which the participant lays claim, copyrights and other intellectual property rights, as well as production and reproduction rights and other rights to reproduction in respect of all the elements that are introduced, implemented or integrated in products or services that are part of the delivery pursuant to the agreement and of which Eye Media is the intellectual owner. If, however, these elements contain confidential information, and Eye Media is notified of this in writing by the participant, Eye Media will undertake to refrain from publishing, producing or reproducing these without the participant's permission.

#### Article 7 Payments and pricing

7.1 All prices indicated by Eye Media are exclusive of VAT (BTW), unless explicitly stated otherwise.

7.2 After Eye Media has received the signed confirmation of participation from the participant, Eye Media will raise an invoice to the participant. The amount of the invoice will correspond to the price agreed in the confirmation of participation.

7.3 If the participant procures or will procure additional products from Eye Media – therefore products which are not specified in the confirmation of participation – Eye Media will issue an invoice to the participant for these additional products. This also applies in the case in which the participant incurs other additional costs, such as those referred to under Articles 4 and 8 of these general terms and conditions.

7.4 The participant will execute payment no later than fourteen days after the invoice date to Eye Media, unless the next recording date is scheduled prior to the end of this period. In this case, the participant will ensure that Eye Media receives payment for the invoice no later than one working day before the recording date. This also applies if the invoice is paid to Eye Media in instalments. Eye Media must receive the last instalment payment no later than one day before the recording date.

7.5 The participant will pay Eye Media the amounts set out in the invoice from Eye Media without deductions or set-off. The participant may not suspend its obligation to pay the invoice.

7.6 If the participant fails to execute payment within the period specified in Article 7.4, it will be considered to be in default after the end of this period. Starting on the date the period expires, the participant will owe interest of 2% per month over all overdue amounts and is also obliged to compensate Eye Media for collection costs, which are equal to 15% of the amount of the invoice for which the participant has defaulted on payment.

#### Article 8 Cancellation

8.1 In the event of cancellation or termination of the agreement by the participant, the participant will owe Eye Media cancellation costs. The cancellation costs will be at least 50% of the agreed price for the item, campaign and/or other products as specified in the confirmation of participation. If Eye

Media has already created a shooting script for the item or campaign, the cancellation costs will be 90% of the agreed price for the item, campaign and/or other products as specified in the confirmation of participation. If a recording has already taken place for an item or campaign, the cancellation costs will be 100% of the agreed price for the item, campaign and/or other products as specified in the confirmation of participation.

8.2 If the recording has already taken place yet the participant has not satisfied its payment obligations to Eye Media, Eye Media is entitled to cancel or terminate the agreement without being required to provide further notice of default. In this case, Eye Media is entitled to claim 100% of the agreed price for the item, campaign and/or other products as specified in the confirmation of participation, and is no longer obliged to broadcast the recorded item, campaign and/or product. The provisions in Sections 7:408 under 2 and 7:411 of the Dutch Civil Code [BW] do not apply.

#### Article 9 Liability

9.1 If Eye Media fails in the fulfilment of its obligations arising from an agreement, it will only be liable for any damage arising from this failure, if and to the extent it may be held responsible for a severe degree of negligence.

9.2 Eye Media is not liable for the loss of or damage to materials supplied by the participant or third parties or property belonging to the participant or third parties unless this is due to intent or gross negligence on the part of Eye Media, its subordinates or any agents it contracts.

9.3 Eye Media will never be held responsible to pay compensation for trading losses, consequential damage, lost profits or any other form of indirect damage. In addition, Eye Media is not liable for any damage arising from claims from third parties against the participant.

9.4 Without prejudice to the provisions in paragraphs 1, 2 and 3 of this article, Eye Media's contractual and legal liability is limited at all times to the amount agreed in consideration of the commission.

#### Article 10 Suspension, termination and cancellation

10.1 Eye Media is authorised to suspend the fulfilment of the agreement with the participant if it is hindered in the fulfilment of the agreement as a result of force majeure. This right of suspension will exist as long as the force majeure event continues to affect Eye Media. Force majeure is defined as every circumstance independent of Eye Media's will that hinders the fulfilment of the agreement. This includes yet is not limited to war, threat of war, civil war, acts of terrorism, rioting, work strikes, exclusion of workers, transport problems, fire and other disruptions to the business of Eye Media or those of its suppliers.

10.2 In addition to suspension, in the event of a case such as those mentioned under 10.1, Eye Media is also authorised to terminate (all or part of) the agreement, without being required to pay any compensation for damages. Eye Media is also entitled to carry out this termination if the participant fails to satisfy any obligation arising from an agreement between it and Eye Media or fails to satisfy this properly or in time, or if there is sufficient cause for concern that the participant will no longer satisfy this type of obligation.

10.3 If Eye Media suspends its obligations under the agreement with the participant in a case such as those set out in Article 10.1 and/or Article 10.2, or terminates the agreement, Eye Media may demand payment immediately for the costs already incurred. For the estimate of these costs, the

provision as contained under Article 8 must be followed. The provisions in this article also apply if the participant terminates the agreement with Eye Media.

#### Article 11 Amendments

11.1 The parties may deviate from the contents of the general terms and conditions. These deviations will only be binding if they have been agreed in writing between the parties. The provisions from the general terms and conditions from which the parties do not deviate remain in full force.

11.2 If Eye Media amends the general terms and conditions to align these with statutory or government regulations, guidelines or regulations of an industry association or other regulations which Eye Media is bound to comply with, or amends these on the grounds of a court decision, Eye Media is not liable for any damages arising from this.

#### Article 12 Applicable law and competent court

12.1 This agreement is governed by the laws of the Netherlands.

12.2 All disputes related to or arising from this agreement will be submitted to the competent court in Rotterdam or Amsterdam, at the discretion of Eye Media.