

Terms & Conditions

(in English)

Terms and Conditions

These general terms and conditions were last amended on 11-03-2020.

Article 1. Definitions and concepts

In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise:

DFFRNT NATURE: The user of these general terms and conditions, located in Blaricum.

Client: the other party DFFRNT NATURE.

Agreement: any mutual acceptance with regard to the delivery of services/goods by DFFRNT NATURE.

Projects: the by DFFRNT NATURE services provided and related matters. This includes the agreement to make video productions, concept and communication advice and other multimedia products, all in the broadest sense of the word, as recorded in a document agreed



by both parties and the documents that may be declared applicable therein.

Activities: providing services or providing advice as mentioned above and/or delivering goods without any subordination and outside employment or contracting work, all in the broadest sense of the word and as stated in the order confirmation. Conditions: these general terms and conditions of DFFRNT NATURE.

Article 2. General

- 1. These conditions apply to every offer, quotation and agreement between DFFRNT NATURE and a client on which DFFRNT NATURE has declared these conditions applicable, insofar as the parties have not expressly and in writing deviated from these conditions.

 Concluding an agreement with DFFRNT NATURE means that the client unconditionally accepts the applicability of these conditions.
- 2. These terms and conditions also apply to agreements with DFFRNT NATURE, for the implementation of which by DFFRNT NATURE third parties must be involved.
- 3. If one or more provisions in these general terms and conditions are wholly or partially null and void or annulled at any time, the remainder of these general terms and conditions will remain fully applicable. DFFRNT NATURE and the client will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provisions are taken into account as much as possible.



- 4. If DFFRNT NATURE does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that DFFRNT NATURE would to any extent lose the right to demand strict compliance with the provisions of these conditions in other cases.
- 5. If these conditions and the agreement contain conflicting provisions, the conditions included in the agreement apply. Any deviations from these conditions are only valid if they have been expressly agreed in writing and only apply with regard to the specific agreement to which the deviations relate.
- 6. The applicability of any purchasing or other conditions of the client is expressly rejected.

Article 3. Conclusion of agreement

1. The quotations and offers made by DFFRNT NATURE are without obligation and revocable, unless a term for acceptance is stated in the quotation. If no acceptance period has been set, no rights can be derived from the quotation or offer if the service or item 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 DFFRNT NATURE be done both orally and in writing. Only after the Assignment has been completed DFFRNT NATURE has been accepted and the



written order confirmation signed by the Client has been returned, this is for DFFRNT NATURE binding.

- 3. If the Order has been given orally, or if the signed order confirmation has not yet been returned, the Agreement is deemed to have been concluded under the applicability of these Terms and Conditions at the time that DFFRNT NATURE the execution of the Assignment has started at the request of the Client. If in this case the Client does not respond to the contents of the order confirmation within 2 working days of the request, it will be regarded as correct and complete and the Client and DFFRNT NATURE bound by its contents.
- 4. The Client's DFFRNT NATURE making information or material available for the execution of the work is equated with making the request as stated 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, the Client cannot derive any rights from an (accepted) quotation or offer. DFFRNT NATURE derive. DFFRNT NATURE cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
- 6. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise stated.



7. The documents, scripts, technical descriptions, designs, calculations, scripts and film and video fragments that form part of the offer, which are provided by DFFRNT NATURE or manufactured on his behalf, remain the property of DFFRNT NATURE. They may not be made available or shown to third parties without his permission. Nor are they allowed without permission from DFFRNT NATURE be copied or otherwise reproduced. If no order is given, these documents must be forwarded within 10 working days of an order to that effect DFFRNT NATURE requested to be sent to him free of charge.

Article 4. Execution of the agreement

- 1. DFFRNT NATURE is obliged to carry out the work assigned to it as a good and careful Contractor. All services from DFFRNT NATURE are carried out on the basis of a best efforts obligation unless and to the extent stated in the written agreement DFFRNT NATURE has expressly promised a result and the result in question has also been described with sufficient clarity.
- 2. If and insofar as proper execution of the agreement requires this DFFRNT NATURE the right to have certain work carried out by assistants, freelancers and third parties. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded. When engaging third parties, DFFRNT NATURE exercise due care.
- 3. DFFRNT NATURE is not liable for damage resulting from shortcomings of third parties and assumes and, if necessary, hereby stipulates that every assignment to DFFRNT NATURE entails the



authority to accept any limitations of liability of third parties on behalf of the client.

- 4. The client ensures that all data, including:DFFRNT NATURE indicates that these are necessary or that the client should reasonably understand are necessary for the execution of the agreement, in a timely manner DFFRNT NATURE are provided.
- 5. If the information required for the execution of the agreement is not provided in a timely mannerD FFRNT NATURE have been provided DFFRNT NATURE the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay at the then usual rates. The execution period does not start until the client receives the data DFFRNT NATURE has made available.
- 6. If it has been agreed that the agreement will be executed in phases, this is possible DFFRNT NATURE suspend the execution of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.
- 7. The goods to be delivered will be shipped in the manner stated by DFFRNT NATURE indicated in the Agreement. If the client wishes to receive a shipment differently, the additional costs associated with this will be borne by the client.



Article 5. Delivery and changes to the order

- 1. DFFRNT NATURE After receiving the required data, texts, audio and/or images, we will start creating the agreed goods and/or services as soon as possible and inform the client of the expected delivery time.
- 2. A door DFFRNT NATURE The specified delivery period, unless deviated from in writing, is only indicative. Delivery times are always determined approximately.
- 3. If during the execution of the agreement it appears that it is necessary for proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 4. If the agreement has been amended or supplemented, then DFFRNT NATURE entitled to implement this only after the parties have agreed on all changes and/or additions, including the time to be determined for completion of the work, remuneration and other conditions. Failure to execute the amended agreement or not immediately execute it does not constitute a breach of contract DFFRNT NATURE and is not a reason for the client to terminate or dissolve the agreement.
- 5. If a fixed fee has been agreed DFFRNT NATURE indicate to what extent the amendment or addition to the agreement will result in this fee being exceeded.



- 6. Changes made to an order that has already been placed may result in the originally agreed delivery time being extended DFFRNT NATURE is exceeded; in that case, Article 10, paragraph 11, applies mutatis mutandis.
- 7. If the change involves a reduction in work, Article 8, paragraph 4 applies. Should DFFRNT NATURE may be unexpectedly unable to meet its obligations within the agreed deadline DFFRNT NATURE can only be given notice of default in writing, where DFFRNT NATURE a period of at least 14 days is granted to fulfill its obligations.
- 9. DFFRNT NATURE will offer one preview version for producing the end product, which will be described as the 'first version'. After making this preview version available, there is room for a maximum of one correction round. During this correction round, adjustment requests can be made DFFRNT NATURE are passed on. Corrections can be made up to ten working days after the availability of the first version. Requests for adjustments indicated later may lead to additional costs for the client. However, the wish(s) for adjustment must be considered reasonable. This includes correcting titles, name titles and minor substantive adjustments.

Article 6. Reimbursements

- 1. The compensation and any cost estimates are in euros and exclusive of VAT and any other government levies.
- 2. If DFFRNT NATURE that it deems desirable DFFRNT NATURE entitled to request a reasonable advance from the client on the compensation for the work still to be performed.DFFRNT NATURE is



entitled to suspend the start of its work until the advance has been paid or sufficient security has been provided for this.

- 3. The compensation is in no way dependent on the outcome of the assignment given. The sales tax is borne by the client.
- 4. If the client and DFFRNT NATURE no fixed amount has been agreed for a specific assignment or per calendar year or financial year, the compensation is determined on the basis of the hourly fee and the total of the DFFRNT NATURE time spent.
- 5. DFFRNT NATURE is at all times entitled to increase the fee without the client being entitled to terminate the agreement for that reason, if the increase in the price results from a power or obligation as a result of legislation or regulations or its is caused by, for example, an increase in wages or on other grounds that could not reasonably have been foreseen when the agreement was entered into.
- 6. Moreover, DFFRNT NATURE increase the compensation if during the execution of the work it appears that the originally agreed or expected amount of work was to such an extent insufficiently estimated at the conclusion of the agreement, and that this is not attributable to DFFRNT NATURE, which is not reasonable DFFRNT NATURE may be expected to carry out the agreed work for the originally agreed fee. If the increase in this and the previous paragraph is more than 15%, the client has the right to terminate the agreement with immediate effect. However, all expenses incurred up to the moment the increase is noted must be reimbursed by the client.



- 7. All travel and accommodation costs and costs for purchasing music rights are considered additional costs and are not included in the quotation, unless stated otherwise. These will be added separately to the final invoice.DFFRNT NATURE is not obliged to hand over the physical receipts to the client.DFFRNT NATURE applies a kilometer allowance of € 0.50 per km. This may differ for hiring freelancers.
- 8. The Client is obliged to pay all further reasonable expenses incurred by DFFRNT NATURE incurred in the execution of the assignment.
- 9. The fees, if necessary increased by declarations of expenses or from third parties engaged, including the sales tax due will be charged to the client per phase or after completion of the work.
- 10. Cancellation of an assignment within 48 hours prior to the work will be charged at a rate of 50% of the quoted labor costs and 25% of the equipment costs. Costs for cancellation of by DFFRNT NATURE hired material, equipment, freelancers and services will be fully charged 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, by bank transfer DFFRNT NATURE manner to be indicated.
- 2. For agreements that represent a value of more than € 6,000.00 excl. VAT or for assignments where DFFRNT NATURE has to rent



materials from third parties or otherwise incurs 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 approving the assignment or entering into an agreement. After completion of the project, the client will receive an invoice for the remaining 50%.

- 3. If the client fails to pay an invoice on time and/or in full, the client is legally in default. The client then owes interest of 10% per month or part of a month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the moment that the client is in default until the moment of payment of the full amount due.
- 4. The client is never entitled to set off the amount charged by him DFFRNT NATURE owed. Objections to the amount of an invoice do not suspend the payment obligation. The client who is not entitled to rely on 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 in default in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to "Rapport Voorwerk II". If DFFRNT NATURE However, if you have incurred higher collection costs that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any legal and enforcement costs incurred will also be recovered from the client. The client also owes interest on the collection costs owed.



Article 8. Duration and termination of agreements

- 1. The agreement is entered into for a fixed period unless the nature of the scope of the assignment granted indicates that it has been entered into for an indefinite period.
- 2. Client and DFFRNT NATURE are entitled at any time to terminate the agreement for an indefinite period by giving notice. Judicial intervention is not required for this. Such cancellation must be made 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 DFFRNT NATURE it can no longer reasonably be expected that the assignment agreement will continue longer. This must be communicated to the other party with reasons and in writing. This is without prejudice to the client's obligation to pay the full agreed fee.
- 4. If the client has prematurely terminated the agreement in whole or in part with mutual consent in accordance with the previous paragraphs DFFRNT NATURE right to compensation for the loss of occupancy that has occurred and can be demonstrated on his part, as well as for additional costs that he has reasonably had to incur as a result of the early termination of the agreement. This is unless there are facts or circumstances underlying the premature termination DFFRNT NATURE are attributable.



- 5. In the event that one of the parties becomes bankrupt, applies for a suspension of payments or ceases business operations, the other party has the right to terminate the agreement without observing a notice period, all this subject to rights.
- 6. DFFRNT NATURE is entitled to suspend the fulfillment of the obligations or to terminate the agreement if: (1) the client does not fulfill the obligations under the agreement, does not fully or does not fulfill them on time; (2) after conclusion of the agreement DFFRNT NATURE circumstances that have come to our attention give good reason to fear that the client will not fulfill its obligations; (3) if, upon concluding the agreement, the client has been requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient; (4) if this is no longer possible due to the delay on the part of the client DFFRNT NATURE may be required to fulfill the agreement under the originally agreed conditions.
- 7. DFFRNT NATURE also has the authority to suspend the delivery of documents or other items to the client or third parties until all due claims on the client have been paid in full.
- 8. If progress in the execution or delivery of the work is delayed due to negligence on the part of the client or due to force majeure on his part, DFFRNT NATURE will be charged the full agreed amount, without prejudice to his right to claim further costs, damages and interest.
- 9. If the agreement is dissolved, the claims of DFFRNT NATURE immediately due and payable by the client.



Article 9. Voice-over and music rights

- 1. Some productions use one or more voice-overs, or recorded voices. The costs of a voice-over are among the additional costs that are not included in the quotation, unless stated otherwise. Unless otherwise agreed in writing, these will be passed on DFFRNT NATURE added separately to the final invoice.
- 2. For music used in a video production or online expression, the client must pay compensation for the rights to a copyright organization such as Buma/Stemra, SENA, SYNC Foundation or a comparable organization. The Client is at all times ultimately responsible for the registration, compensation and payment of these copyrights.
- 3. These copyrights are additional costs that are not included in the quotation. The amount of the rights is determined by the relevant copyright organization.
- 4. DFFRNT NATURE can provide an estimate of these costs upon request as PM post, but no rights can be derived from this. The actual costs, determined by the collecting society, must be paid by the client to the relevant organization.

5. DFFRNT NATURE will provide the client with all information required for any administrative processing of Buma/Stemra reimbursements.



6. If DFFRNT NATURE If the client receives an invoice and/or levy from Buma/Stemra, SENE, Stichting SYNC or a comparable organization due to negligence and/or incorrect actions by the client, the client is obliged to pay this invoice and additional costs. In these cases it will DFFRNT NATURE always charge an administrative fee of € 400.00, in addition other additional costs arising from this will also be charged.

Article 10. Liability

- 1. DFFRNT NATURE will perform its work to the best of its ability and observe the care required by DFFRNT NATURE may be expected. If an error is made because the client has provided incorrect or incomplete information, DFFRNT NATURE not liable for any damage caused as a result.
- 2. DFFRNT NATURE is not responsible or liable for the content of material supplied by the client.
- 3. The Client is liable for all damage caused DFFRNT NATURE may suffer as a result of a shortcoming attributable to the client in the fulfillment of the obligations arising from the agreement and these conditions.
- 4. The client must immediately notify in writing any changes to the client's details DFFRNT NATURE. If the client fails to do so, the client is liable for any damage DFFRNT NATURE suffers as a result.



- 5. In the event of an attributable shortcoming in the fulfillment of the agreement DFFRNT NATURE only liable for replacement damages, i.e. compensation for the value of the failed performance.
- 6. The liability of DFFRNT NATURE is therefore limited to the compensation which DFFRNT NATURE for its work under the agreement. For agreements that have a longer duration than six months, liability is further limited to a maximum of the compensation for the last six months.
- 7. Furthermore, the liability of DFFRNT NATURE limited in total to the amount that is paid out in the relevant case under the business liability insurance taken out, plus the amount of the deductible.DFFRNT NATURE may offset the obligation to compensate the damage against the unpaid invoices and the resulting interest and costs.

- 8. The aforementioned limitations of liability do not apply in the event of gross negligence or intent DFFRNT NATURE.
- 9. For people who DFFRNT NATURE has engaged on the instructions of the client DFFRNT NATURE not liable.
- 10. DFFRNT NATURE if there is any liability, is only liable for direct damage. For other direct, indirect and/or consequential damage (including but not limited to lost profits, business stagnation costs, loss of relationships, including resulting from any delay, loss of data, goodwill, exceeding a delivery period and/or discovered defects) other



than by the client has suffered direct financial loss DFFRNT NATURE not liable.

11. To the extent that the client and DFFRNT NATURE in the assignment agreement or during the execution of the assignment, periods have been agreed within which the work must be carried out, these periods are indicative, unless expressly agreed otherwise in writing, such as in a fixed-term assignment agreement. Exceeding this will never constitute a failure to fulfill the obligation DFFRNT NATURE and therefore do not give the client the right to claim damages and/or termination of the agreement. If a term is exceeded, the client must:DFFRNT NATURE therefore give notice of default in writing.DFFRNT NATURE a reasonable period must be offered in which to still implement the agreement.

- 12. The Client is obliged to notify the Client 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 risk of damage arising therefrom or otherwise, to DFFRNT NATURE.
- 13. If the notification referred to in the previous paragraph is not made or is made too late, DFFRNT NATURE is in no way obliged to the client to undo the damage suffered in a manner that is appropriate and consistent with the content of the assignment and the nature of the work.



- 14. The Client indemnifies DFFRNT NATURE for all claims that third parties have against DFFRNT NATURE pretend and exercise compensation for damage suffered, costs incurred, lost profits and other expenses that are in any way related to and/or arise from the implementation by DFFRNT NATURE of the assignment.
- 15. After twelve months from the day the advice was provided, any right of the client will lapse DFFRNT NATURE damage caused by any shortcomings and/or errors DFFRNT NATURE in the execution of the agreement.



Article 11. Force majeure

- 1. DFFRNT NATURE is not obliged to fulfill any obligation towards the client if he is prevented from doing so as a result of a circumstance that is not attributable to his fault, and which is not his responsibility under the law, a legal act or generally accepted views.
- 2. Force majeure in these general terms and conditions means, in addition to what is understood in that area in law and case law, all external causes, foreseen or unforeseen, for which DFFRNT NATURE cannot exert any influence, but why DFFRNT NATURE is unable to fulfill its obligations. If such circumstances result in force majeure, the impossibility of executing the agreement due to the inability to execute the agreement applies DFFRNT NATURE engaged third parties, as well as impossibility for DFFRNT NATURE as a result of illness, strikes, disruptions to energy supplies, traffic disruptions, disruptions in transport and postal and/or telecommunications as well as disruptions in networks, infrastructure and computer hacking. The list is not exhaustive.
- 3. DFFRNT NATURE may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than three months, each of the parties is entitled to terminate the agreement, without obligation to compensate the other party for damages.



4. As far as DFFRNT NATURE at the time of the occurrence of force majeure, his obligations under the agreement have already been partially fulfilled or will be able to fulfill them, and independent value is attributed to the fulfilled or yet to be fulfilled part, DFFRNT NATURE entitled to separately invoice the part already fulfilled or to be fulfilled. The client is obliged to pay this invoice as if it were a separate agreement.

Article 12. Complaints

- 1. The client is obliged to investigate with due speed after delivery DFFRNT NATURE the agreement has been properly fulfilled and is furthermore obliged DFFRNT NATURE to inform him immediately in writing as soon as he becomes aware of the contrary.
- 2. Complaints about the services/items provided must be reported in writing by the client within 14 days after discovery, but no later than 30 days after delivery of the service/item in question to DFFRNT NATURE. The notice of default must contain as detailed a description as possible of the shortcoming, so that:DFFRNT NATURE is able to respond appropriately.
- 3. If a complaint is justified, DFFRNT NATURE still deliver the services/items as agreed, unless this has become demonstrably pointless by the client. The latter must be communicated in writing by the client.



- 4. Compliance with the agreement is considered proper between the parties if the client has failed to conduct the investigation or notification referred to in paragraph 1 of this article in a timely manner.
- 5. The performance/film of DFFRNT NATURE is in any case deemed to be sound between the parties if the client has put the delivered goods or part of the delivered goods into use, edited or processed them, delivered them to third parties, or had them put into use, edited or processed, or given to third parties. has had it delivered, unless the client has observed the provisions of the first paragraph of this article.
- 6. If it is no longer possible or useful to carry out the agreed work or deliver goods, DFFRNT NATURE are only liable within the limits of Article 10.
- 7. Before delivery of the final product DFFRNT NATURE hand over one first version of the end product to the client. Based on this first version, the client has the right to make one-off corrections or adjustments DFFRNT NATURE will be executed. However, the requirement for adjustment must be seen as reasonable. This includes, for example, adjusting name titles, credits and a limited adjustment of the content or structure of the film. The request for adjustment must be submitted within five working days after transferring the first version DFFRNT NATURE are passed on.



Article 13. Confidentiality

- 1. Unless any legal provision, regulation or other rule obliges it to do so DFFRNT NATURE obliged to maintain confidentiality towards third parties with regard to confidential information obtained from the client. The client can grant an exemption in this regard. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 2. Unless the client has given written permission DFFRNT NATURE 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 this case DFFRNT NATURE acts on his 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 when required to do so DFFRNT NATURE prior permission has been granted, the client will inspect the contents of reports, works, advice or other written or non-written expressions DFFRNT NATURE, do not provide it to third parties.



Article 14. Retention of title and property of the client

- 1. All in the context of the agreement DFFRNT NATURE goods created or delivered or results of services remain the property of DFFRNT NATURE until the amounts owed by the client have been paid in full.
- 2. DFFRNT NATURE will store the items entrusted to it by the client in the context of the fulfillment of the agreement with the care of a good custodian.DFFRNT NATURE is, however, not liable for damage to the entrusted items and storage of files.
- 3. DFFRNT NATURE will store the film images or other works made for the client for a maximum period of two months. This is possible for an additional fee and laid down in an agreement DFFRNT NATURE store the film images or other works you have created for a longer period.
- 4. DFFRNT NATURE is not responsible for the loss of film images or other works due to unforeseen circumstances such as computer crashes, fire, burglary or other unforeseen situations.DFFRNT NATURE is, however, not liable for damage to the entrusted items and storage of files.



Article 15. Intellectual property

- 1. DFFRNT NATURE reserves the rights and powers vested in it under the Copyright Act. The property of by DFFRNT NATURE delivered projects such as video productions, provided ideas, images, concepts, scripts, scripts, illustrations or (trial) designs, etc. are therefore fully retained DFFRNT NATURE. These may not be multiplied, reproduced or edited without written permission from DFFRNT NATURE.
- 2. It is possible to purchase copyrights in accordance with DFFRNT NATURE. An agreed form of use can be established by means of a license fee or royalty fee in order to legally establish the permission of the Client for this use.
- 3. By issuing an order for the use, duplication 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 being committed and he indemnifies DFFRNT NATURE in and out of court for all consequences arising from the use, duplication or reproduction.
- 4. Unless expressly agreed in writing, the assignment does not include conducting research into the existence of patent rights, trademark rights, drawing or model 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. Unless the project is not suitable for it DFFRNT NATURE entitled at any time to have his name mentioned or removed. Without prior permission, the client is not permitted to complete the project without mentioning the name DFFRNT NATURE put into production, made public or reproduced.
- 6. When the Client fully complies with its obligations as a result of the agreement with DFFRNT NATURE, he obtains an exclusive license to use the project insofar as this concerns the right of publication and reproduction in accordance with the purpose agreed upon in the assignment. If no agreements have been made about the destination, the licensing will be limited to that use of the project for which there were firm plans at the time the assignment was issued. These plans must demonstrably be submitted before concluding the agreement DFFRNT NATURE to have been announced.
- 7. Client receives from DFFRNT NATURE a license to use copyrighted works, provided by DFFRNT NATURE made in the execution of an assignment for the client. This license only applies as long as the client meets the financial obligations associated with making the copyrighted work available. The license applies exclusively to use of the work in question by the client himself or his legal successors. Licenses relating to the use of music and/or musical pieces are excluded from this provision. The client is responsible for arranging the necessary music licenses.
- 8. All through DFFRNT NATURE Projects created do not have a license agreement for use outside the Netherlands, unless explicitly stated otherwise. Unless agreed in advance, the costs for permission



or a license for use outside the Netherlands will be invoiced separately in accordance with the applicable industry standards.

- 9. The costs of acquiring licenses from third parties for copyrighted material that will be used in the execution of the agreement are borne by the Client. Copyrighted 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.
- 10. The Client is responsible for handling the portrait rights of extras, interviewees or other persons or rights holders of a video production. The same applies to the image rights of, for example, buildings, works of art or locations. The costs for the registration and purchase of these rights are borne by the Client and will be invoiced additionally unless otherwise agreed.
- 11. DFFRNT NATURE has the right to publish and/or multiply a video production or fragments thereof for its own promotion on, for example, a show reel, the internet, a retrospective exhibition, film festival or a similar event or for events and media aimed at on a demonstration and promotion of the activities, products or services of DFFRNT NATURE, 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 "raw material".
- 12. Use by DFFRNT NATURE However, this is only possible after the project or video production has already been made public.



13. 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 written permission from DFFRNT NATURE.

Article 16. Applicable law

- 1. To all agreements between the client and DFFRNT NATURE Only Dutch law applies.
- 2. If the parties have a dispute as a result of the agreement, they will try to find a solution through consultation.
- 3. If the consultation does not lead to a solution, the parties can submit the dispute to the competent judge in the Utrecht District Court, unless the law urgently prescribes otherwise.

Article 17. Location and changes to conditions

- 1. These conditions will continue DFFRNT NATURE can be sent free of charge upon request. The conditions can also be consulted and copied via the following URL:
- https://docs.google.com/document/d/1uVNm1jDMKbxz8h5fQK6fUGU AHdo9Sjhbr955vgSyWc0/edit?usp=sharing
- 2. The most recently filed version or the version that applied at the time the legal relationship was established with DFFRNT NATURE.



3. The English text of the general terms and conditions always determines their interpretation.