

general terms and conditions BIG FISH B.V.

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Article 1: Definitions

In these general terms and conditions, the following definitions apply:

Clause 1 The contractor: BIG FISH B.V., located in Eindhoven, registered under number 65777174 in the trade register of the Chamber of Commerce in Eindhoven.

Clause 2 The client: The person, natural or legal entity, who has given the contractor the assignment.

Clause 3 Assignment: The performance of work or the production of goods in exchange for payment. This arises after the client has requested it.

Clause 4 Work: All work performed with the intention of fulfilling the assignment given by the client, as well as representing the interests of the client, whether or not at the client's request.

Clause 5 Goods: Tangible objects capable of human control.

Clause 6 Quotation: The written estimate of the costs associated with the assignment provided to the client.

Clause 7 Written: If it is clearly possible for the contractor to establish the identity and origin of a message sent via electronic communication such as email, this term is equivalent to the term "written" as customary in general practice.

Clause 8 Third parties: Those who are required to perform or have performed the assignment, either in whole or in part, on behalf of the client or the contractor.

Article 2: Application

Clause 1 These general terms and conditions apply to all work, goods, products, services, and documents such as quotations, agreements, and deliveries from the contractor.

Clause 2 Clause 1 can only be deviated from if explicitly declared in writing.

Clause 3 If there is a deviation from these conditions in a written agreement, it must be explicitly stated in that document.

Clause 4 The burden of proof regarding clauses 2 and 3 always lies with the client.

Clause 5 If these conditions conflict with the written agreements between the client and the contractor, these conditions prevail.

Article 3: General purchasing conditions

Clause 1 The client must have received written confirmation from the contractor regarding their general purchasing conditions.

Clause 2 If the contractor has not agreed in writing to the client's general purchasing conditions, or if they conflict with these conditions, these conditions prevail.

Article 4: Quotations

Clause 1 The quotations provided by the contractor are non-binding.

Clause 2 Unless otherwise explicitly stated in writing, the validity of quotations is limited to two months.

Clause 3 If unforeseen changes in the work occur during the period mentioned in clause 2, the contractor reserves the right to modify the quotation.

Clause 4 Prices stated on the invoice and quotation are always exclusive of VAT and other government levies.

Clause 5 Unless otherwise explicitly agreed in writing, the client cannot rely on the rates and offers stated in a previously issued quotation for future assignments.

Clause 6 If the contractor decides to modify the quotation on the grounds mentioned in clause 3, the client will be promptly notified.

Clause 7 The client accepts the risk that a quotation is an estimate. Exceeding this estimate by up to 10% does not need to be reported to the client.

Clause 8 The client accepts the risk that the price estimate may be exceeded due to a change in the sales conditions of third parties, including suppliers of the contractor, necessary to complete the assignment.

Clause 9 If the sales conditions of third parties, as mentioned in clause 8, conflict with these conditions, these conditions prevail.

Article 5: Confirmation and acceptance of the assignment

Clause 1 The client must confirm their request for an assignment in writing.

Clause 2 Once the contractor has received the confirmation from the client, the client is bound and obligated to pay damages if they terminate or cancel the assignment during the course of it.

Clause 3 The contractor must accept the confirmation in writing.

Clause 4 The contractor is bound from the moment the assignment is accepted.

Clause 5 The contractor reserves the right to reject an assignment without providing reasons.

Clause 6 The contractor is not bound by oral agreements unless they are confirmed in writing by the contractor.

Clause 7 Upon acceptance of the assignment, the contractor sends an invoice to the client for half of the quoted amount, which must be paid before the start of the assignment.

Article 6: Change of Assignment

Clause 1 If the client wishes to change the assignment after confirmation, they must notify the contractor in a timely manner and in writing.

Clause 2 The contractor must accept the change in writing. Once accepted, the change is effective.

Clause 3 The client is responsible for bearing the costs associated with the change in the assignment.

Clause 4 The client accepts the risk that the agreed upon delivery time may be exceeded due to the change in the assignment.

Clause 5 The client indemnifies the contractor from any liability if the client incurs damages as a result of the change in the delivery time due to the change in the assignment.

Article 7: Cancellation of the Assignment

Clause 1 If the client cancels the assignment, the contractor will charge a cancellation fee of 15% of the total value of the assignment, plus any costs already incurred and hours worked.

Clause 2 The cancellation costs resulting from the cancellation by the client of third parties who have performed work on behalf of the contractor for the client's assignment shall be borne by the client.

Clause 3 If the work or goods have been produced according to the client's specifications, are of a personal

nature, or cannot be canceled due to their nature, or if they include audio and video recordings, software, and computer-related products whose seals have already been broken by the client, the contractor will invoice the entire quotation.

Clause 4 If the work and goods of third parties, commissioned by the contractor for the client's assignment, are of the same nature as mentioned in clause 3, the contractor will also invoice the client for the full amount.

Article 8: Termination of the Agreement

Clause 1 The contractor and client retain the right to terminate the agreement regarding the assignment if:

- the counterparty fails to fulfill their obligations;
- the counterparty behaves in such a way that it cannot be expected to continue with the assignment;
- the counterparty applies for suspension of payments or bankruptcy.

Clause 2 Upon termination, the client is obligated to pay the contractor at least fifty percent of the agreed upon fee, unless the incurred costs, including the fee for the hours worked, exceed fifty percent of the agreed upon fee, in which case these costs prevail.

Clause 3 All extrajudicial and judicial costs resulting from the termination of the agreement at the request of the contractor will be borne by the client.

Clause 4 The contractor can only be in default with regard to the performance for which the client can prove that the contractor is in default.

Clause 5 Regarding all other performances, including parts thereof, for which the client cannot prove that the contractor is in default, the client remains obliged to fulfill their payment obligations. These obligations become immediately due upon termination.

Article 9: Duration of the Agreement

Clause 1 Unless otherwise explicitly agreed upon, the agreement shall be concluded for a fixed term.

Clause 2 The agreement must be terminated in writing by registered mail.

Clause 3 The notice period is three months.

Article 10: Execution of the Agreement

Clause 1 The contractor shall execute the assignment with the utmost care.

Clause 2 The contractor shall represent the interests of the client to the best of their abilities during the execution of the assignment.

Clause 3 The client is required to provide all necessary information and materials deemed necessary by the contractor for timely and accurate completion.

Clause 4 The client must retain copies of the information and materials provided.

Clause 5 The contractor shall do everything reasonably necessary or desirable to complete the assignment within the indicative delivery time.

Clause 6 If a specific delivery time has been agreed upon in writing, the client must issue a written notice to the contractor to fulfill their obligations before resorting to formal notice.

Clause 7 Unless otherwise agreed upon in writing, the client is responsible for conducting tests, obtaining necessary permits, and verifying instructions according to legal or quality standards.

Clause 8 Production will only commence after both parties have shown and approved the final models, proofs, and/or prototypes to each other.

Article 11: Outsourcing to Third Parties

Clause 1 Quotations provided by third parties, whether at the request of the client or not, are only indicative.

Clause 2 If the contractor outsources all or parts of the assignment to third parties at their own risk and expense, the general terms and conditions of those third parties do not apply to the client.

Clause 3 If, at the request of the client, the contractor outsources all or parts of the assignment to third parties, the general terms and conditions of those third parties also apply to the client.

Article 12: Additional Costs

Clause 1 All additional costs incurred in the interest of completing the assignment given by the client shall be borne by the client.

Clause 2 Clause 1 may be deviated from if explicitly agreed upon in writing.

Clause 3 All additional costs resulting from a late or non-delivery of the complete information and/or materials required by the contractor shall be borne by the client.

Clause 4 All additional labor hours required by the contractor due to the circumstances mentioned in clause 3 shall be calculated and invoiced based on the customary fee used by the contractor.

Clause 5 If the client needs to have data verified by a third party, such as an accountant, and the outcome of the verification deviates by more than 2% or 100 euros from the client's data, the costs of the verification shall be borne by the client.

Article 13: Prices

Clause 1 All prices quoted are, unless otherwise agreed upon in writing, exclusive of shipping, postage, transportation costs, and VAT.

Clause 2 If the client requests the shipment of any goods, the contractor will send them by registered mail. The costs associated with this will be borne by the client.

Clause 3 If the client does not wish to have the goods sent by registered mail, the client indemnifies the contractor from all risks and liabilities associated with the shipment.

Clause 4 The client must explicitly request in writing for the goods not to be sent by registered mail.

Clause 5 If price changes occur after the quotation has been provided, the contractor is entitled to pass on these changes to the client.

Article 14: Payment

Clause 1 Payment must be made within 30 days of invoicing.

Clause 2 Payment must be made to a bank account designated by the contractor.

Clause 3 The client must have paid the commercial production and (broadcast) media costs that the contractor needs to settle with third parties before the contractor is required to make those payments.

Clause 4 If the assignment extends beyond 2 to 3 months, the client shall invoice the work on a monthly basis.

Article 15: Default, Legal Costs, and Extrajudicial Costs

Clause 1 Without prior notice or formal demand, the client will be in default automatically if the contractor has not received payment or full payment within the term specified in Article 14, Clause 1.

Clause 2 From the moment the client is in default, they will owe the contractor statutory interest plus 2%.

Clause 3 Legal costs, including bailiff's costs, collection costs, extrajudicial and judicial costs, resulting from the client's default, will be borne by the client.

Clause 4 Extrajudicial costs are set at a minimum of 15% of the invoice amount with a minimum of 150 euros excluding VAT.

Article 16: Suspension, Termination, and Dissolution

Clause 1 If the client fails to comply with the payment terms or is in default of payment, the contractor is entitled to suspend or terminate further execution of the assignment, or to request a bank guarantee.

Clause 2 If the client fails to fulfill their obligations towards the contractor, the contractor is entitled to terminate all existing agreements between the client and the contractor without judicial intervention.

Clause 3 From the moment the client or contractor applies for a suspension of payments or bankruptcy, all agreements between the parties are considered terminated one day prior.

Clause 4 The party that terminates, suspends, or interrupts is liable in the broadest sense for the consequences thereof, unless it is not attributable to that party.

Clause 5 The contractor is entitled to claim compensation for costs, interest, and lost profits resulting from the client's breach of contract in the event of suspension, termination, or dissolution.

Clause 6 The contractor has the right to terminate the agreement if there is a force majeure event on their part.

Clause 7 Force majeure is understood as an unforeseen circumstance beyond the control of the contractor that partially or completely hinders the proper or timely execution of the assignment.

Clause 8 Clause 7 also applies to suppliers or third parties who have fully or partially executed the assignment on behalf of the contractor.

Article 17: Limitation of Liability

Clause 1 The liability of the contractor is excluded if the damage arises as a result of an error or deficiency attributable to the client, the client's materials, or a third party engaged by the client:

- if the damage is attributable to a misunderstanding arising from a statement made, a provided manual or instruction from the client or a third party engaged by the client;
- if the damage results from a change in the quotation, price quotes, or invoices of suppliers or the contractor;
- if an error or deficiency could have been prevented by a verification opportunity provided by the client and the client has omitted to exercise that opportunity.

Clause 2 Liability for indirect damages resulting from an attributable failure by the contractor, such as consequential damages, loss of profit, damaged or lost data or materials, and business interruption, is excluded by the contractor.

Clause 3 The liability of the contractor is limited to the damage that can be directly attributed to the contractor.

This only includes:

- a. reasonable investigation costs into the extent and cause of damage attributable to the contractor;
- b. reasonable repair costs resulting from a defective performance by the contractor;
- c. costs resulting from the client's duty to mitigate damage.

Clause 4 The liability of the contractor in cases of intent or gross negligence attributable to the contractor, including its employees, is limited to the amount that the contractor's insurer pays out.

Clause 5 The liability of the contractor in cases of intent or gross negligence attributable to a third party who manufactures a product or carries out work for the client's assignment on behalf of the contractor is excluded by the contractor.

Clause 6 The liability of the contractor expires twelve months after damage attributable to the contractor has occurred.

Article 18: Complaints

Clause 1 The client must notify the contractor in writing of any visible defects within eight days of delivery.

Clause 2 Liability for the right to file a complaint is excluded for advertisements, printed matter, or other media, unless there is intent or gross negligence on the part of the contractor.

Clause 3 The client must notify the contractor in writing of any invisible defects within eight days of discovery.

Clause 4 The discovery referred to in Clause 3 is deemed to have taken place at the moment when the client could reasonably have discovered the invisible defect.

Clause 5 If the deviation in the delivered work compared to the original model, design, proof, or drawing is of minor significance, the client cannot reject the work, terminate the agreement, or claim compensation.

Clause 6 If the client has objections regarding the invoice, they must notify the contractor in writing within eight days of the invoice date. This does not suspend the payment obligation of the client.

Clause 7 If the aforementioned time limits have expired, the client cannot rely on them in legal proceedings, and the contractor disclaims any liability.

Clause 8 In the event of inconsistency between the data in the client's and the contractor's records, the contractor's data prevail.

Article 19: Use and License

Clause 1 The client obtains, unless otherwise agreed in writing, a license to use and reproduce a work for which the contractor holds the copyright.

Clause 2 Before putting the contractor's design into use, the client must notify the contractor in writing regarding the intended use of the design.

Clause 3 The license is limited to what has been agreed upon in writing.

Clause 4 The license is personal and is not transferable in any way unless otherwise agreed in writing.

Clause 5 If the client modifies, mutilates, damages, or

uses the preliminary or final design in a manner other than agreed upon, the client is obligated to pay the contractor compensation of at least three times the agreed fee, or a reasonable and equitable compensation in proportion to the infringement of the contractor's copyright.

Clause 6 Clause 5 also applies to natural and/or legal persons, including legal entities of which the client is or becomes the owner, or part thereof, or changes the client's name to, or can be traced back to the client, in the capacity of partner, shareholder, or employee, whether or not on behalf of or with the approval of the client.

Clause 7 The burden of proof, regarding compliance with the provisions of Clauses 5 and 6, lies at all times with the client.

Clause 8 The license is terminated if:
a. the client fails to fulfill its (payment) obligations towards the contractor. If the non-compliance is of minor significance in relation to the entire assignment, the license is not wholly or partially terminated.
b. the client withdraws, cancels, terminates, or dissolves the assignment.

Clause 9 Subject to the client's interests, the contractor retains the right to use the design for its own promotional purposes.

Article 20: Intellectual Property

Clause 1 All intellectual property rights arising from the assignment belong to the contractor.

Clause 2 Intellectual property rights include, among others, all rights related to copyright, patent rights, and design rights.

Clause 3 The works/objects covered by Clause 1 include computer hardware, software, designs, design sketches, films, audio files, illustrations, molds, models, drafts, materials, and prototypes.

Clause 4 Only the contractor is authorized to register the rights mentioned in Clause 2 in a registry or register.

Clause 5 The client indemnifies the contractor against any claims from third parties and against any claims arising from the client's own intellectual property rights with respect to the objects provided by the client as mentioned in Clause 3.

Clause 6 Research regarding intellectual property rights concerning the objects provided by the client is at the client's expense.

Clause 7 The name of the contractor must, unless the nature of the work does not allow for it, be mentioned on the delivered work.

Clause 8 Both parties are not required to keep the works, for the purpose of the assignment, after completion of the assignment or termination of the agreement.

Clause 9 Deviations from Clauses 1, 2, 3, 4, 5, 6, 7, and 8 can only be made if agreed upon in writing.

Article 21: Obligation of Confidentiality

Clause 1 Parties are obliged to maintain confidentiality regarding all confidential information that has been disclosed during, before, and after the agreement.

Article 22: Applicable Jurisdiction

Clause 1 Dutch law prevails in both national and international disputes.

Clause 2 The court that has jurisdiction over the location of the contractor's establishment is competent to adjudicate disputes between the parties.

Clause 3 Clause 2 also applies to cross-border parties.