



## Terms & Conditions

# Terms & Conditions MFilms

Mrs. F. Mittertreiner, trading under the name MFilms, is registered with the Chamber of Commerce under number 57510644 and is located at Herenstraat 46, 1406 PG in Bussum.

## Article 1 Concepts

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. Offer: any offer or quotation to the Client for the provision of Services by MFilms.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Consumer: The natural person who does not act in the course of a profession or business.
5. Content: the process of creating ideas and designing audiovisual content in the broadest sense of the word.
6. Participant or Participants: The natural person who actually participates in the training or workshop.
7. Services: the Services that MFilms offers are all activities in the field of video production, as well as providing training and workshops.
8. MFilms: the service provider that offers Services to the Client.
9. Client: The Company or Consumer that MFilms has appointed, has provided projects to MFilms for Services that are performed by MFilms, or to which MFilms has made a proposal under an Agreement.
10. Agreement: any Agreement and other obligations between the Client and MFilms, as well as proposals from MFilms for Services that are provided by MFilms to the Client and that are accepted by the Client and are accepted and performed by MFilms, with which these general terms and conditions form an inseparable whole.

## Article 2 Applicability

1. These general terms and conditions apply to every Offer by MFilms, every Agreement between MFilms and the Client and to every service offered by MFilms.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, MFilms will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, it is possible to deviate from the general terms and conditions insofar as this has been explicitly agreed in writing with MFilms.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms

and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.

7. Ambiguities about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.
10. In the event that MFilms has not always demanded compliance with these general terms and conditions, it will retain its right to demand compliance with these general terms and conditions in whole or in part.

## Article 3 The Offer

1. All offers made by MFilms are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. MFilms is only bound by an Offer if it is confirmed in writing by the Client within 14 days. Nevertheless, MFilms has the right to refuse an Agreement with a (potential) Client for reasons that are justified for MFilms.
3. The Offer contains a description of the Services offered. The description is sufficiently specified, so that the Client is able to make a proper assessment of the Offer. Any information in the Offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the offer of MFilms are in principle indicative and if they are exceeded, do not entitle the Client to dissolution or compensation, unless expressly agreed otherwise.

## Article 4 Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Client has accepted an Offer or Agreement from MFilms by returning a signed copy (scanned or original) to MFilms, or expressly and unambiguously agrees to the Offer by e-mail.
2. MFilms is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.

3. Each Agreement that is entered into with MFilms or a project that is awarded to MFilms by the Client, rests with the company and not with an individual person associated with MFilms.
4. The right of withdrawal of the Client being a Company is excluded, unless otherwise agreed. The Client, being a Consumer, has the right to revocation during the statutory period of 14 days, unless MFilms has already commenced the Services with the Client's permission. The client waives its right of withdrawal by means of this permission.
5. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

#### **Article 5 Duration of the Agreement**

1. The Agreement is entered into for an indefinite period of time, unless the content, nature or purport of the assignment implies that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that MFilms obtains from the Client.
2. Both the Client and MFilms can dissolve the Agreement on the basis of an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations in that case. to comply correctly. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as MFilms has already performed work or delivered services at the time of the dissolution. The client must pay the agreed fee.
4. Cancellation of an Agreement that has already been concluded must be communicated to MFilms in writing.
5. In the event of cancellation of the Agreement, MFilms is entitled to charge 80 euros in administration costs.
6. If the Client cancels an Agreement that has already been concluded, the following costs will be charged. In case of cancellation up to 1 month before the start, only the administration costs of 80 euros will be charged. Up to 2 weeks before the start, 50% of the quotation amount will be charged. Within 2 weeks before the start, 100% of the quotation amount will be charged. MFilms is at all times entitled to charge additional compensation if it has incurred more costs for the performance of the Agreement.
7. Both the Client and MFilms may terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is granted a moratorium, bankruptcy has been filed or the company concerned ends due to liquidation. If a situation as stated above occurs, MFilms is never obliged to refund monies already received and/or compensation.

#### **Article 6 Performance of the service**

1. MFilms will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. MFilms guarantees a professional and independent service. All Services are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail.
2. The Agreement on the basis of which MFilms performs the Services is leading for the size and scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client are the basis on which the Services offered by MFilms and the prices are based. MFilms has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete.
4. In the performance of the Services, MFilms is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for MFilms, the Client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.
5. MFilms is entitled to engage third parties for the performance of the Services at its own discretion.
6. If the nature and duration of the assignment so require, MFilms will keep the Client informed of the progress in the interim in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. MFilms is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by MFilms or due to other circumstances, which are at the expense and risk of the Client, if there is a delay, MFilms is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

#### **Article 7 Obligations of the Client**

1. The Client is obliged to provide all information requested by MFilms as well as relevant appendices and related information and data in a timely manner and/or before the start of the work and in the desired form for the correct and efficient execution of the Agreement. Failing this, it may happen that MFilms is unable to realize a complete implementation and/or delivery of the relevant documents. The consequences of such a situation are at all times at the expense and risk of the Client.

2. MFilms is not obliged to check the correctness and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is MFilms responsible for the correctness and completeness of the information compiled by MFilms for third parties and/or provided to third parties in the context of the Agreement.
3. MFilms may, if necessary for the execution of the Agreement, request additional information. Failing this, MFilms is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify MFilms of this immediately or no later than 3 working days after the change has become known.
4. MFilms is entitled, but never obliged, to investigate the correctness, completeness or coherence of the (source) materials, requirements or specifications made available to it, and in the event of any deficiencies, MFilms is entitled to suspend the agreed work until the moment that the Client has removed the relevant imperfections.
6. MFilms is entitled to retain the Content it has developed until the Client has paid all outstanding invoices. In such a case, MFilms is not liable for any delay or damage resulting from delay.

#### **Article 8 Content creation**

1. The Client is obliged to provide all necessary information, data and documents in a timely manner, completely, correctly and in the desired form for the purpose of developing and realizing Content.
2. Creating Content is an expression of creativity, taste and individuality. If the Client agrees to the Offer or script as made known by MFilms, this also means that the Client agrees with the approach and style that MFilms uses. MFilms has the right to implement the content of its services, insofar as nothing has been expressly reported about this by the Client, at its own technical and creative insight.
3. If for an effective implementation of the Agreement it appears afterwards that more time is needed for the processing of the Content, additional costs may be charged for this during the assignment, such as, but not limited to, costs for a site visit. MFilms will inform the Client of this in good time.
4. MFilms may require the Client to make additional agreements regarding the execution, costs or duration of the Agreement if, in the opinion of MFilms, circumstances or other external factors impede an effective implementation of the Agreement.
5. If the Client wishes to make or have made a variant, derivative version or elements of the Content developed by MFilms by a third party, MFilms must give the Client explicit written permission for this in advance. Without permission, any modified version of MFilms' work will be considered an infringement of MFilms' intellectual property rights or copyrights.
6. MFilms has the right to use all works to which its intellectual property rights rest for its own promotion and/or publicity, without the need to obtain (prior) explicit permission from the Client.
7. The intellectual property rights and copyrights to the Content remain with MFilms, unless explicitly

agreed otherwise. In principle, the Client obtains a right of use after the moment of delivery and insofar as all outstanding invoices have been paid for the Content. All previous designs and sketches and other products remain the property of MFilms and cannot be used by the Client, unless further agreements are made about this. For the other provisions regarding the intellectual property rights to the Content realized by MFilms, Article X of these general terms and conditions is followed.

#### **Article 9 Development of Content**

1. The client must record all wishes and requirements for the development of an audiovisual work in writing. MFilms may deviate from this in consultation with the Client if it deems this necessary and/or desirable to achieve the desired result.
2. The work will only be developed on the basis of the written agreements referred to in the first paragraph of this article.
3. The client is entitled to one adjustment round, unless the parties explicitly agree otherwise. Changes to the Content outside of this revision round are regarded as additional work and must be compensated in accordance with the provisions of Article 14 of these terms and conditions.
4. Delays as a result of changes to the assignment are for the account and risk of the Client.

#### **Article 10 Delivery**

1. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, the advance has not been received in time by MFilms or due to other circumstances that At the expense and risk of the Client, MFilms is entitled to a reasonable extension of the delivery or completion period. Under no circumstances are the specified terms strict deadlines, nor can MFilms be held liable for exceeding the agreed term.
2. All damage and additional costs as a result of delay due to a cause referred to in paragraph 1 are for the account and risk of the Client and will be charged to the Client by MFilms.
3. If the Client has to give approval, MFilms is entitled to suspend the performance of the Agreement until the Client has given its approval.
4. MFilms makes every effort to realize the service within the agreed term, insofar as this can reasonably be expected of it. In the event of urgency, the Client is obliged to reimburse MFilms for the additional costs involved.
5. MFilms has the right to sign all Content designed and/or developed by it, or to mention its name (or have it mentioned). It also has the right to use all its works, Content, designs and all matters covered by its intellectual property rights for its own promotion and/or publicity, without obtaining (prior) explicit permission from the Client.
6. After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the product developed by the Client. MFilms will provide the Client with sufficient information about the applicable license conditions.

### **Article 11 Advices**

1. If instructed to do so, MFilms can draw up advice, action plan, design, reporting, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but MFilms will observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.
2. The advice provided by MFilms, in whatever form, can never be regarded as binding advice.
3. At the first request of MFilms, the client is obliged to assess proposals it has provided. If MFilms is delayed in its work because the Client does not or not timely make an assessment of a proposal made by MFilms, the Client is at all times responsible for the resulting consequences, such as delay.
4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of MFilms, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. . The client guarantees the quality and the timely and correct delivery of the required data and information.
5. The Client will notify MFilms in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

### **Article 12 Training and workshops**

1. If instructed to do so, MFilms can provide a training or workshop for the Client and/or its employees.
2. The training or workshop will take place at the Client's location or at a MFilms location to be determined. If the training or workshop takes place at the Client's location, the Client is obliged to make the facilities required in the context of the training or workshop available in a timely manner. If a training or workshop cannot take place or is delayed because the Client has not complied with the aforementioned obligation, all consequences thereof will be at the expense and risk of the Client.
3. MFilms is entitled to give instructions regarding the suitability of the location and the facilities available there before the start of the training or workshop.
4. The training or workshop is tailored as far as possible to the wishes of the Client as well as the needs of the relevant participant(s).
5. If the training or workshop concerns a group consisting of individuals, the workshop will be carried out as much as possible in accordance with the MFilms program, whereby attention will also be paid to the personal wishes of the Participants if possible.
6. The Client and/or Participant is obliged to inform MFilms in advance of any medical problems or situations that may play a role in (limited) participation in a training or workshop. In the absence of the aforementioned notification, the consequences thereof will be at the expense and risk of the Client.

### **Article 13 Participation in and cancellation of the (Open) training or (Open) workshop**

1. The Client must register itself and/or other Participants in good time for the training or workshop. The Participants must, if necessary, meet the conditions set by MFilms. This will be clearly stated in the Offering if applicable.
2. Cancellation of the training or workshop can only take place in writing or by e-mail.
3. In the event of cancellation, MFilms will charge costs. In case of cancellation more than four weeks before the start, we will charge an administration fee of 80 euros. Up to two weeks before the start: 50% of the invoice amount. Less than two weeks before the start: the entire amount.
4. If some participants of the client are unable to attend or if there are insufficient participants, the client may send other participants free of charge. The client communicates this change to MFilms.
5. If there are too few registrations for the open training or workshop, MFilms is entitled to cancel or move the open training or workshop to another date.
6. If, in the event of force majeure on the part of MFilms, a training or workshop cannot be provided on the set date, a new date will be determined in mutual consultation. All other agreements remain in force. MFilms can in no way be held liable for any damage and costs associated with the date change.
7. If MFilms has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, MFilms is entitled to invoice that part separately and the customer is obliged to pay this invoice as if it were a separate contract.
8. If the Client, or a Participant, decides to stop during the training or workshop, the Client is not entitled to a refund of monies already paid.

### **Article 14 Additional activities and changes**

1. If during the performance of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the Client's request to achieve the desired result for the Client, the Client is obliged to pay for this additional work in accordance with the agreed rate. . MFilms is not obliged to comply with this request and may require the Client to conclude a separate Agreement for this purpose and/or to refer it to an authorized third party.
2. If the additional work is the result of negligence on the part of MFilms, MFilms has made an incorrect estimate or could reasonably have foreseen the work in question, these costs will not be passed on to the Client..

### **Article 15 Prices and payment**

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed. All prices are shown for Consumers including sales tax.
2. MFilms performs its services in accordance with



the agreed (hourly) rate. The costs of the work are calculated afterwards on the basis of the time registration drawn up by MFilms (actual calculation).

3. Travel time for the benefit of the Client and costs related to travel will be passed on to the Client.
4. The Client is obliged to fully reimburse the costs of third parties, which are deployed by MFilms after the Client's approval, unless expressly agreed otherwise.
5. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before a start is made with the performance of the service.
6. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
7. MFilms is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.
8. The Client must pay these costs at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of MFilms made known to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement will become immediately due and payable.

#### **Article 16 Collection policy**

1. If the Client does not meet its payment obligation, and has not fulfilled its obligation within the specified payment term of 14 days, the Client is a Company in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet its obligations within that term, before falls into default.
2. From the date that the Client is in default, MFilms will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.
3. If MFilms has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full legal and execution costs incurred are also for the account of the Client.

#### **Article 17 Privacy, data processing and security**

1. MFilms handles the (personal) data of the Client with care and will only use it in accordance with the applicable standards. If requested to do so, MFilms will inform the data subject about this.
2. The Client itself is responsible for the processing of data that are processed using a service of MFilms. The Client also guarantees that the content of the data is not unlawful and does not infringe any

rights of third parties. In this context, the Client indemnifies MFilms against any (legal) claim related to this data or the execution of the Agreement.

3. If MFilms is required to provide information security under the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

#### **Article 18 Suspension and dissolution**

1. MFilms has the right to keep the data, data files and more that it has received or realized by it if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason that is justified for MFilms arises which justifies suspension in that case.
2. MFilms is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.
3. In that case, MFilms is not liable for damage, for whatever reason, as a result of the suspension of its activities.
4. The suspension (and/or dissolution) does not affect the payment obligations of the Client for work already performed. In addition, the Client is obliged to compensate MFilms for any financial loss that MFilms suffers as a result of the Client's default.

#### **Article 19 Force majeure**

1. MFilms is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.
2. Force majeure on the part of MFilms in any case includes, but is not limited to: (i) force majeure of suppliers of MFilms, (ii) failure to properly fulfill obligations of suppliers that the Client or its third parties are prescribed or recommended, (iii) defective software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of MFilms or advisors engaged by it and (vii) other situations that in the opinion of MFilms fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. In the event of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred before the dissolution of the Agreement will in that case be paid by the Client. MFilms is not obliged to compensate the Client for any losses caused by such revocation.

#### **Article 20 Limitation of liability**

1. If any result stipulated in the Agreement is not achieved, a shortcoming on the part of MFilms will only be deemed to exist if MFilms has expressly promised this result when accepting the Agreement.
2. In the event of an attributable shortcoming on the part of MFilms, MFilms is only obliged to pay any

compensation if the Client has given MFilms notice of default within 14 days of discovery of the shortcoming and MFilms has not subsequently remedied this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that MFilms is able to respond adequately.

3. If the provision of Services by MFilms leads to liability on the part of MFilms, that liability is limited to the total amount invoiced under the Agreement, but only with regard to the direct damage suffered by the Client unless the damage is the result of intent or recklessness bordering on intent on the part of MFilms. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.
4. MFilms expressly excludes all liability for consequential damage. MFilms is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.
5. The Client indemnifies MFilms against all third-party claims as a result of a defect as a result of a service provided by the Client to a third party and which partly consisted of Services provided by MFilms, unless the Client can demonstrate that the damage was solely caused by the service from MFilms.
6. Any advice provided by MFilms, based on information that is incomplete and/or incorrectly provided by the Client, is never a ground for liability on the part of MFilms.
7. The content of the advice provided by MFilms is not binding and only advisory in nature. The Client itself decides and under its own responsibility whether it will follow the proposals and advice of MFilms mentioned herein. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice provided by MFilms. MFilms is not obliged to any form of refund if this is the case.
8. If a third party is engaged by or on behalf of the Client, MFilms is never liable for the actions and advice of the third party engaged by the Client, as well as the processing of results (of advice drawn up) of the third party engaged by the Client in MFilms' own advice.
9. MFilms does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of MFilms, nor for the timely receipt thereof.
10. All claims of the Client due to shortcomings on the part of MFilms lapse if they have not been reported to MFilms in writing and with reasons within one year after the Client was or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, the liability of MFilms lapses.

## **Article 21 Confidentiality**

1. MFilms and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the relevant information is already public/commonly known, the information is not confidential and/or the information was not disclosed to MFilms during the Agreement with the Client and/or was obtained by MFilms in some other way.
2. In particular, the secrecy pertains to advice, reports, designs, working methods and/or reporting regarding the assignment of the Client drawn up by MFilms. The Client is expressly prohibited from sharing its contents with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, MFilms always exercises the required care in dealing with all business-sensitive information provided by the Client.
3. If MFilms is obliged by virtue of a statutory provision or a court decision to (partly) provide the confidential information to the law or competent court or third party indicated and MFilms cannot invoke a right of nondisclosure, MFilms is not obliged to compensation and does not give the Client any ground for dissolution of the Agreement.
4. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by MFilms to third parties requires the written permission of MFilms, unless such permission has been expressly agreed in advance. The Client will indemnify MFilms against all claims by such third parties as a result of reliance on such information that has been distributed without the written permission of MFilms.
5. MFilms and the Client also impose the confidentiality obligation on third parties to be engaged by them.

## **Article 22 Intellectual Property Rights**

1. All IP rights and copyrights of MFilms, including but not limited to all designs, models, reports and advice, are vested exclusively in MFilms and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of MFilms will be transferred to the Client, MFilms is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such compensation must be paid by the Client before it acquires the relevant items or works with the IP rights resting thereon.
3. The Client is prohibited from disclosing and/or multiplying, modifying or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of MFilms rest, without express prior written permission. from MFilms. If the Client

wishes to make changes to items delivered by MFilms, MFilms must explicitly agree to the intended changes.

4. The Client is prohibited from using the items and documents on which the intellectual property rights of MFilms rest other than as agreed in the Agreement.
5. Parties will inform each other and jointly take measures if an infringement of IP rights occurs.

#### **Article 23 Safeguarding and correctness of information**

1. The Client itself is responsible for the correctness, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to MFilms in the context of an Agreement, as well as for the data that it provides from third parties. has obtained and which have been provided to MFilms for the performance of the Service.
2. The Client indemnifies MFilms against any liability as a result of the failure to fulfill or not timely fulfill its obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Client indemnifies MFilms against all claims from the Client and third parties engaged by it or working under it, as well as from clients of the Client, based on the failure to obtain (timely) any permissions required in the context of the execution of the Agreement.
4. The Client indemnifies MFilms against all claims by third parties arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement and/ or the acts or omissions of the Client towards third parties.
5. If the Client provides electronic files, software or information carriers to MFilms, the Client guarantees that these are free of viruses and defects.

#### **Article 24 Complaints**

1. If the Client is not satisfied with the service of MFilms or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant reason that led to the complaint. . Complaints can be reported verbally or in writing via info@mfilms.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client if MFilms is to be able to handle the complaint.
3. MFilms will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

#### **Article 25 Applicable law**

1. Dutch law applies to the legal relationship between MFilms and the Client.
2. MFilms has the right to change these general terms and conditions and will inform the Client thereof.
3. All disputes arising from or as a result of the Agreement between MFilms and the Client will be settled by the competent court of the Central Netherlands District Court, Utrecht location, unless mandatory provisions designate another competent court.

Bussum, May 20, 2019