

## **GENERAL TERMS AND CONDITIONS HEADSPRUNG GROUP B.V.**

### Article 1 - Definitions:

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

Headsprung:	The private company with limited liability Headsprung Group B.V. also trading under the name "Headsprung", having its registered office and place of business in (1112 AW) Diemen, at Verrijn Stuartweg 1P and registered with the Chamber of Commerce under number 71180508.
Client:	Headsprung's contracting parties are the natural person who issues the assignment to Headsprung, as well as any legal entity represented on behalf of such a natural person.
Quotation:	The more or less specified Work and/or Services that Headsprung intends to perform or provide for the benefit of the Client, as well as the estimate of the costs involved.
The financial fee:	The financial fee - excluding Disbursements - charged by Headsprung to the Client for the performance of the agreement with the Client in accordance with its customary rates.
Agreement:	The agreement between Headsprung and the Client with any annexes thereto.
Expenses:	The costs incurred by Headsprung on behalf of the Client.
Statement of work:	All services to be provided by Headsprung on behalf of the Client and in particular services related to the development and exploitation of marketing communication concepts and/or the provision of strategic advice in the field of marketing communication.

## Article 2 - Applicability

2.1 These General Terms and Conditions apply to all legal relationships between Headsprung and the Client, including all Work to be provided by Headsprung and, in particular, the services as stated in the Quotation.

2.2 All clauses in these General Terms and Conditions have also been drawn up for the benefit of all persons working for Headsprung and/or engaged by Headsprung.

2.3 Deviations from these General Terms and Conditions shall only be valid if expressly agreed in writing. Headsprung expressly rejects the applicability of any general terms and conditions used by the Client.

## Article 3 - Commencement, duration and termination of the Agreement

3.1 The Agreement is established by the Client's written confirmation of the Quotation. The signed Offer, these general terms and conditions and any additional written agreements together constitute the complete representation of the rights and obligations of the parties and replace all previous written and oral estimates, announcements and other correspondence.

3.2 The Quotation will state the nature of the Work, the Fee, the name of the Client and its contacts and any specific payment obligations.

3.3 The prices stated in the Quotation and/or the Agreement are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including shipping and administration costs, unless otherwise stated in the Quotation.

3.4 If and insofar as the Agreement concluded between the parties or the Offer approved by the Client is a continuing performance agreement, the Offer and/or the Agreement has been entered into for the term agreed between the parties, in the absence of which the term of one (1) year applies.

3.5 The duration of the Offer and/or the Agreement is tacitly extended each time for the duration of the originally agreed period, unless the parties have agreed otherwise in writing or the Client gives written notice of termination of the Offer and/or the Agreement with due observance of a notice period of two (2) months before the end of the relevant period.

## Article 4 - Quality of the Work

4.1 Headsprung shall exercise the utmost care in performing the Work, which shall be in accordance with professional standards. This obligation is a best-efforts obligation.

4.2 If and to the extent required for the proper performance of the Agreement, Headsprung has the right to have the Work performed by third parties. The parties may agree on a fee for this purpose. If Headsprung draws up an estimate for the costs of third parties at the request of the Client, this estimate shall be indicative only.

4.3 Headsprung's Work 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.

4.4 In order to ensure that Headsprung will perform the Work in accordance with the Quotation, the Client shall provide all documentation that Headsprung deems necessary within the requested period.

4.5 If the required documentation is not, not timely or not properly provided to Headsprung, Headsprung shall have the right to suspend the performance of the Work. Any additional costs \* including additional fees - arising from the delay in the performance of the Work as a result of the failure to provide the required documentation, or the failure to provide it on time or properly, shall be borne by the Client.

4.6 Headsprung shall not be liable for damages of any kind arising from Headsprung's reliance on incorrect and/or incomplete information and/or documentation provided by the Client.

#### Article 5 - Delivery periods

5.1 The delivery periods stated in the Quotation and/or in the Agreement are approximate only and are never strict deadlines, unless expressly agreed otherwise in writing.

5.2 The delivery periods stated in the Offer and/or in the Agreement will in any case be extended for the duration of any delay if the delay is the result of insufficient cooperation by the Client in the performance of the Agreement.

5.3 Exceeding the delivery period shall never be considered as a failure to fulfil the obligations arising from the Agreement and shall also have no effect on the Client's obligation to purchase the Products to be delivered.

#### Article 6 - Financial fee

6.1 For the performance of the Agreement, the Client shall owe the Fee plus Disbursements and turnover tax, unless otherwise agreed in writing.

6.2 The parties may agree to a fixed fee when the Agreement is concluded. If no fixed fee has been agreed, the fee will be determined on the basis of hours actually worked. The fee will be calculated according to Headsprung's usual hourly rates, valid for the period in which the Work was performed.

6.3 Headsprung reserves the right to charge a surcharge in the event that Headsprung - at the request of the Client - provides all or part of its Work in the evening or at the weekend.

6.4 Work performed by Headsprung may be charged on an interim basis. In addition, Headsprung is always entitled to adjust the time and proportionate Fee each month in accordance with its established hourly rates. If there is an increase in the hourly rates, the Client always has the right to terminate the Agreement.

6.5 Headsprung is also entitled to increase the Fee if during the performance of the Work it appears that Headsprung cannot reasonably be expected to perform the agreed work at the originally agreed fixed Fee.

#### Article 7 - Payment

7.1 The Client is obliged to pay all invoices of Headsprung to Headsprung within fourteen (14) days of their date. Objections to the amount of invoices do not suspend the Client's payment obligation.

7.2 If the Client fails to make payment within the fourteen (14) day period, the Client shall be in default by operation of law. Client shall then owe interest of 1% per month, unless the statutory interest rate is higher in which case the statutory interest rate shall apply. The interest on the amount due and payable will be calculated from the moment the Client is in default until the moment of payment of the total amount due.

7.3 In the event that Headsprung takes collection measures against the Client who is in default, the costs incurred in such collection - with a minimum of 10% of the outstanding invoices - shall be borne by the Client.

7.4 The Client shall not be entitled to set off amounts due to Headsprung in any way.

#### Article 8 - Complaints

8.1 Complaints about work performed by Headsprung must be made by the Client in writing to Headsprung. Such notice of default must contain as detailed a description as possible of the shortcoming alleged by the Client, so that Headsprung is able to respond adequately.

8.2 If a complaint is well-founded, Headsprung will be given the opportunity to perform the work once more. In the event that further performance of the relevant work is no longer possible by objective standards, Headsprung shall only be liable within the limits of Article 9.

#### Article 9 - Indemnifications

9.1 The Client shall indemnify Headsprung against claims of third parties concerning intellectual property rights on materials or data provided by the Client, which are used in the performance of the Agreement.

9.2 If the Client provides information carriers, electronic files or software etc. to the User, the Client guarantees that the information carriers, electronic files or software are free of viruses and defects.

## Article 10 - Intellectual Property

10.1 Headsprung retains all intellectual property rights - both during and after the termination of the Agreement - created by Headsprung during the performance of its obligations arising under or related to the Agreement. Insofar as any right can only be obtained by deposit or registration, then Headsprung shall be exclusively authorised to do so.

10.2 After full payment of all invoices from Headsprung, Client shall only obtain a license to exploit and otherwise use the (copyright\*) rights to the Products selected by Client for one year in the Netherlands.

10.3 Client is not entitled - without Headsprung's prior written consent - to use any other Products presented to her and/or elements from working drawings, illustrations, prototypes, models, moulds, templates, designs and/or design sketches prepared by Headsprung, whether or not in any other combination, for other purposes.

10.4 Client and Headsprung may determine per assignment that the rights referred to in Article 10.2 are extended per geographical area and time period.

10.5 Headsprung is at all times entitled to mention or remove his/her name on or its design or concept. In addition, Headsprung is entitled to use anything produced by it to promote its own organisation and/or services.

10.6 All works, drawings, illustrations, prototypes, models, moulds, designs, design sketches, films and other materials or (electronic) files created by Headsprung in the context of the Work remain the property of Headsprung, irrespective of whether they have been made available to the Client or to third parties.

## Article 11 - Liability

11.1 Given the nature of the Work and the subjective aspects of judgment involved in the Work, Headsprung shall not be liable for any damage suffered by the Client as a result of any conduct of Headsprung in the performance of the Agreement in relation to the Work, except in the case of intent or gross negligence. Consequential damages, including lost profits or losses suffered will never be eligible for compensation.

11.2 In the event that Headsprung is liable for damages suffered by Client, the damages that Headsprung is obliged to compensate shall never exceed the invoice value of the Work and/or the Products, the defect of which caused the damage or - if this cannot be determined - the invoice value of the Work and/or the Products that Headsprung had performed or delivered for the benefit of Client at the time that the damage-causing event occurred.

11.3 Client shall indemnify Headsprung with respect to all third party claims for damages related to or arising from the Agreement. This is without prejudice to Headsprung's duty of care as referred to in Article 4.

11.4 The exclusions and limitations of liability set out in this Article, as well as the indemnification referred to in Article 11.3, are equally stipulated for and on behalf of subordinates of Headsprung and any other person whose assistance Headsprung makes use of in the performance of the Work.

11.5 Liability for the Work that Headsprung has assigned to a third party is limited to the extent that the third party effectively indemnifies Headsprung.

#### Article 12 - Force majeure

12.1 Force majeure means any circumstance on the basis of which (further) performance of the Agreement by Headsprung cannot reasonably be required. This includes in any case - but is not limited to - data loss due to computer failure, virus infection or computer breach by third parties, machine failure and other calamities that prevent or limit Headsprung's business operations.

12.2 In the event that Headsprung is prevented by force majeure from performing the Work in whole or in part, Headsprung shall have the right, without judicial intervention, to suspend the performance of the Work or to consider the Agreement as dissolved in whole or in part, at its option, without Headsprung being liable to compensate any damage suffered by Client.

12.3 In the event that at the time of the occurrence of Force Majeure, Headsprung has already partially fulfilled its obligations to the Client arising from the Agreement and has partially performed Work on behalf of the Client - and the Work already performed has independent value - Headsprung is entitled to invoice the Work in question separately. The Client is then obliged to pay the relevant invoice from Headsprung.

#### Article 13 - Secrecy

13.1 Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

13.2 If Headsprung - under a statutory provision or a court ruling - is obliged to disclose confidential information to third parties designated by the law or the competent court and Headsprung cannot in this respect invoke a right to privilege recognised or permitted by law or by the competent court, Headsprung shall not be liable for damages or compensation and the Client shall not be entitled to dissolve the Agreement.

## Article 14 - Termination

14.1 Headsprung is entitled to terminate all or part of the Agreement, without notice of default and obligation to pay damages, or - at its option - to suspend further performance of the Agreement, if:

- a. Client is declared bankrupt;
- b. Client applies for a moratorium;
- c. Client proceeds to wind up its business;
- d. Client is placed under guardianship or dies; or
- e. Client fails to comply with any statutory obligation, or any obligation arising from the Agreement.

14.2 Headsprung is entitled, in the cases mentioned in Clause 14.1, to cancel the Client to demand the fee due to Headsprung in full immediately.

14.3 The Client is obliged to inform Headsprung immediately if a circumstance within the meaning of Clause 14.1 occurs. In the event that a circumstance within the meaning of

Article 14.1 under e. occurs, the Client shall be in default by operation of law and any debt to Headsprung shall be immediately due and payable.

## Article 15 - Transfer

The Client is not entitled to transfer the rights and obligations arising from the Agreement concluded under these General Terms and Conditions to third parties in whole or in part, except with Headsprung's prior written consent.

## Article 16 - Applicable law and competent court

16.1 These General Terms and Conditions are effective from 1 January 2017.

16.2 In the event that any provision in these General Terms and Conditions should be null and void or annulled, this shall not affect the validity of the remaining provisions.

Headsprung and the Client shall then consult to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provision.

16.3 The legal relationship between Headsprung and the Client is governed by Dutch law. All disputes between Headsprung and the Client arising out of or in connection with the Agreement shall be settled to the exclusion of all others by the competent court in Amsterdam.