

Micemedia B.V. – General Terms and Conditions

1. General

1. In these General Terms and Conditions, the following expressions have the following meanings:
 - ‘General Terms and Conditions’: this General Terms and Conditions document.
 - ‘Extreme Diseases’: large-scale infectious and/or otherwise extreme diseases, disease waves, epidemics or pandemics.
 - ‘Micemedia’: Micemedia B.V.
 - ‘Quotation’: the document in which Micemedia makes an offer to the Client including a description of the work offered, a (preliminary) schedule, quotation and any applicable documents, conditions and specifications.
 - ‘Client’: the party issuing an order to Micemedia.
 - ‘Agreement’: this General Terms and Conditions document and the Quotation including any other documents and conditions applicable to the Work in the context of the Micemedia-Client relationship (‘Additional Conditions’) and to which references are made in the Quotation.
 - ‘Parties’: Micemedia and the Client jointly.
 - ‘Price’: the agreed remuneration for products and/or Work to be delivered by Micemedia.
 - ‘Project Team’: the natural persons within Micemedia, both individually and jointly, involved in the execution of the Work, as well as third parties (being natural persons outside Micemedia) engaged by Micemedia in the execution of the Work.
 - ‘Work’: the work to be performed for a Client by Micemedia pursuant to the Quotation, including deliveries of goods and/or services.
2. All orders are accepted exclusively by Micemedia.

2. Applicability

1. These General Terms and Conditions are applicable to the Agreement(s) between Micemedia and the Client, as well as to ensuing and/or subsequent assignments and agreements.
2. The application of the Client’s purchasing or other terms and conditions is expressly rejected.

3. Offer and Quotation

1. All offers and other statements by Micemedia are without obligation, unless Micromedia indicates otherwise. Micemedia is only bound to an offer if the Client accepts it within the period stated in the offer.
2. The Client warrants the accuracy and completeness of the requirements, specifications and other data on which the Micromedia bases its offer and which have been stated by or on behalf of the Client to Micromedia.
3. If a Quotation is provided on the basis of subsequent calculation, the quoted prices shall only serve as guide prices. In such a case, the actual costs incurred by Micemedia will be charged or charged on.
4. A composite Quotation (involving different VAT rates) does not oblige Micemedia to perform part of the assignment at a corresponding part of the quoted price.
5. An offer or Quotation does not also apply to future orders.
6. Obvious mistakes or errors in writing in the Quotation, the General Terms and Conditions, the Additional Terms and Conditions or other documents relevant in the context of the Agreement do not confer any rights on the Client.

4. Conclusion of the Agreement

1. The Agreement is concluded at the moment the Client accepts the Quotation verbally, in writing, electronically or tacitly, or – if and insofar as commencement of the Work is to take place prior to the said acceptance – at the moment the Work commences.
2. If and insofar as the Client's acceptance differs from what is stated in the Quotation, on minor points or otherwise, Micimedia shall not be bound by this unless this is expressly agreed upon in writing between the Parties.

5. Contents of the Agreement / Order of precedence in case of conflict

1. Alterations or amendments to the Agreement or any part thereof can only be made in writing and must be signed by an authorised representative of Micimedia and an authorised representative of the Client.
2. In the event of a conflict between the Quotation and the other parts or subparts of the Agreement, the Quotation shall prevail. In the event of a conflict between the General Terms and Conditions and any Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6. Execution of the work

1. Micimedia shall make every effort to perform the Work in accordance with the written agreements and procedures established with the Client. The Work will be performed on the basis of an obligation of means unless (and only to the extent that) Micimedia has expressly promised a result in the Quotation and the relevant result is also sufficiently specified in or determinable under the Agreement.
2. Micimedia will determine the manner in which and the person(s) by whom the Work is to be performed. Micimedia is entitled to replace persons named in the Quotation by persons who have equal or comparable expertise.
3. Micimedia is entitled to engage third parties for the execution of the Work.
4. If it is agreed that the Work will be performed in phases, Micimedia is entitled to postpone the commencement of any part of the Work scheduled to be carried out in a subsequent phase until the Client has accepted the results of the preceding phase in writing and has paid all amounts due at that time.
5. In the execution of the Work, Micimedia may make (a) supporting tools and/or services (including but not limited to streaming services provided by third parties) available to the Client (or to a third party designated by the Client) which are intended and may only be used for the performance of the Agreement. The Client is fully responsible and liable for a controlled roll-out and/or use of the tools and/or services made available in line with the applicable conditions and laws and regulations of the provider/owner of such tools or services.
6. If Micimedia determines that the Client is acting contrary to conditions and/or laws and regulations applicable to a tool and/or service, Micimedia is entitled to terminate the provision of the relevant tool and/or service, without offering the Client any discount or settlement.

7. Deadlines

1. All deadlines and delivery dates mentioned or agreed upon by Micimedia are determined to the best of its knowledge on the basis of the information known at the time of entering into the Agreement.

2. Interim delivery dates mentioned by Micimedia or agreed between the Parties are target dates, are not binding on Micimedia, and are indicative only. Micimedia shall make reasonable efforts to meet deadlines for delivery as much as possible. Micimedia is not bound to any delivery date or deadline that cannot be met due to circumstances beyond its control occurring after the Agreement was made. Similarly, Micimedia is not bound to a delivery date or deadline if the Parties have agreed to a change in the contents or scope of the Agreement (additional work, change in specifications, etc.) or a change in the approach to the performance of the Agreement. If a term is likely to be exceeded, Micimedia and the Client will consult with each other about the consequences thereof for further planning.
3. The mere expiry of a delivery term mentioned or agreed upon by both Parties does not constitute default on the part of Micimedia. In all cases – therefore also in the event that the Parties have explicitly agreed upon a deadline for delivery in writing – Micimedia shall only be in default due to late delivery after written notice of default has been given by the Client. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, allowing Micimedia to respond adequately.
4. Except in the case of intent or gross negligence on the part of Micimedia, the Agreement cannot be dissolved by the Client due to delay, nor is Micimedia liable for damages in the event of delay.

8. Client's obligations

1. The Client shall, both of his own accord and at Micimedia's request, provide all cooperation and all relevant information and documents that Micimedia reasonably considers necessary for the correct performance of the Agreement in a timely manner and in the desired form and manner to Micimedia.
2. The Client is responsible for the accuracy, completeness, reliability and legitimacy of the information, data and documents made available to Micimedia, even if these originate from third parties.
3. The Client shall immediately inform Micimedia of facts and circumstances that may be relevant to the performance of the Agreement.
4. The Client is required to provide Micimedia in a timely manner with all information of which the Client knows or should reasonably have known that it is necessary for the proper performance of the Agreement. The Client is responsible for the accuracy and completeness of the information provided.
5. When the Work is performed at a location of the Client or a location designated by the Client:
 - (i) and thereby make use of the (IT) systems and networks of this location, the Client shall ensure (at its own expense) that the necessary access, security procedures, virus controls, facilities, licences and permissions are in place;
 - (ii) the Client will ensure that the Project Team has access to adequate working space and other facilities needed to perform the Work and that they meet all legal and other requirements;
 - (iii) The Client shall, at its own expense, ensure adequate safety measures are in place (including but not limited to safety for speakers, performers, employees and visitors). If changed circumstances so warrant, Micimedia may impose additional requirements at any time.
6. The Client will be responsible for the timely availability of the data, equipment and premises which Micimedia stated are necessary for the execution of the Work or of which the Client should reasonably know that they are necessary for this purpose. The Client shall also grant Micimedia all powers and authorisations necessary for the proper execution of the Work.

7. Any additional costs arising from a delay in the performance of the Agreement resulting from failure to make the data and documents referred to in Section 8(1) available, or failure to do so on time or properly, or failure to cooperate, including making employees available, shall be borne by the Client.
8. The Client shall ensure the timely availability of the employees of the Client's organisation or third parties engaged by the Client who are involved in the performance of the Agreement.
9. The Client must refrain from expressions or behaviour that make it impossible for Micemedia to perform the Work.
10. The Client shall ensure the remittance of fees for the use of third party rights (including intellectual property rights).
11. The Client is responsible for the acts and omissions of persons and/or companies and/or other third parties involved in the execution of the Work, as well as for the acts and omissions of participants in and visitors to an event.
12. If the Client fails to meet its obligations as stated in this Section 8, Micemedia has the right to suspend all or part of its obligations under the Agreement and/or charge the Client for the additional costs resulting from the delay according to the usual rates.

9. Permits, standards, guidelines and directions

1. The Client guarantees to Micemedia that the Client and any goods or services to be delivered by the Client will fully comply with all applicable governmental requirements or other standards and guidelines.
2. The Client guarantees that it has all the necessary permissions from third parties and/or permits required for the execution of the Work. Upon request, the Client shall immediately provide access to said permissions and/or permits and all permit conditions in this regard and/or make a copy thereof available to Micemedia.
3. The Client must follow without delay all reasonable instructions from Micemedia in connection with the execution of the Work.
4. The Client guarantees to Micemedia that the Client and its employees or third parties engaged by the Client shall at all times act in accordance with and fulfil their obligations under the applicable laws and regulations regarding working conditions (including working hours). The Client guarantees that all taxes and/or premiums relating to employees and third parties engaged by the Client have been paid and indemnifies Micemedia for any claims in this regard. Micemedia shall never be considered the client or employer of employees or contractors of the Client.

10. Safety

1. If in the Agreement and/or related information reference is made to technical, safety, quality and/or other regulations, the Client and third parties engaged by the Client shall be deemed to know and be able to apply these regulations unless the Client or third parties immediately inform Micemedia to the contrary in writing.
2. Micemedia is at all times authorised to refuse the engagement of employees or subcontractors engaged by the Client if, during the Work performed by them, it appears that they are unable to execute the Work or part of the Work in accordance with the Agreement.
3. If a third party suffers damages due to the Client's failure to comply with the applicable laws and regulations (including safety regulations), the Client shall indemnify Micemedia against all damages and/or claims of third parties.

11. Amendment of the Agreement

If, prior to or during the performance of the Agreement, it should become apparent that proper performance of the Agreement requires modification of the Agreement or the Work, the Parties will discuss this in good time. They will then also discuss the consequences thereof (including but not limited to financial, qualitative and planning consequences).

12. Confidentiality

1. Micemedia is obliged to maintain the confidentiality of confidential information provided by or on behalf of the Client towards third parties other than those involved in the performance of the Agreement.
2. The confidentiality mentioned in paragraph 1 does not apply:
 - insofar as Micemedia is obliged by law to disclose any regulation of a body exercising supervision over Micemedia, a professional duty resting on Micemedia or persons working at/for or associated with Micemedia, or a binding decision of a court of justice or government body.
 - if the information mentioned in that paragraph is already generally known or becomes known other than as a result of unlawful disclosure. The relevant obligation is further without prejudice to Micemedia's right to submit the information referred to in paragraph 1 of this section to its insurers and/or advisors in connection with possible liability on the part of Micemedia or to a third party if this is necessary for the execution of the Work, including for the purposes of service support.
 - if Micemedia or persons working at/for or associated with Micemedia are involved in or in any criminal or civil proceedings in which this information may be relevant.
3. The obligation contained in paragraph 1 of this section is not applicable to the extent that Micemedia provides confidential information concerning the Client to parties that support Micemedia's financial and general administration.
4. Unless prior written permission has been granted by Micemedia, the contents of the Agreement, reports, recommendations or other written or unwritten statements by Micemedia not drawn up or made with the intention of providing third parties with the information contained therein, shall not be shared or made public by the Client. The Client shall also ensure that third parties cannot take cognisance of the contents of the documents and statements referred to in the previous sentence.
5. The Client shall use the Quotation issued by Micemedia and the knowledge, ideas and documents contained therein solely for the purpose of evaluating their interest in the granting of the order.
6. Micemedia and the Client shall also impose their confidentiality obligations under this Section 12 on all and any third parties they engage.
7. For marketing and reference purposes, Micemedia reserves the right to use the Client's name, indicate the type of work it has performed for the Client and mention all those details that have already been made public through the media.

13. Intellectual property

1. The Client is not permitted to reproduce, publish or otherwise make available or commercially exploit products of the mind used or developed by Micemedia, including programmes, system designs, working methods, recommendations, contracts and other intellectual products of Micemedia, except as agreed upon in writing by both Parties. The Client is also not permitted to use these materials or documents or the rights thereto for any purpose other than the performance of the Agreement.

2. All intellectual and/or industrial property rights relating to Micemedia's names and/or logos and/or publicity material rest with Micemedia. Nothing in these General Terms and Conditions and/or the Agreement is intended to transfer or license any intellectual property rights to the Client.
3. The Client guarantees that it is authorised to dispose of all rights it grants and/or transfers to Micemedia as part of the Work. The Client indemnifies Micemedia against all claims in this regard.
4. The Client guarantees that no rights of third parties oppose the provision to Micemedia of equipment, software, data files or other materials, including design material, for the purpose of use, adaptation, installation or incorporation. The Client indemnifies Micemedia against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

14. Price, payment, recovery of costs

1. If changes in wages and/or prices occur after conclusion of the Agreement but before completion of the Work, Micemedia shall be entitled to adjust the agreed Price accordingly.
2. The agreed Price does not depend on the result of the Work.
3. The Client will pay the sums invoiced by Micemedia without right of set-off, deduction or withholding within thirty (30) days following the invoice date. If the Client has not paid within this period, Micemedia will be entitled, without further notice of default being required and without prejudicing Micemedia's other rights, to charge the Client the statutory commercial interest (as referred to in Section 6:119a of the Dutch Civil Code) from the due date on the invoice until the date of full payment.
4. All judicial and extrajudicial costs reasonably incurred by Micemedia as a result of the Client not complying with its payment obligations or the Agreement shall be borne by the Client.
5. If, in Micemedia's opinion, the Client's financial position or payment behaviour so warrants, Micemedia will be entitled to demand that the Client make full or partial payment in advance and/or provide security or additional security in a manner to be determined by Micemedia. In the event that the Client fails to make the required advance payment or provide the required security, Micemedia will be entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement and all debts owed by the Client to Micemedia for whatever reason shall become immediately due and payable. In the event that Micemedia suspends further performance of the Agreement, it shall retain its claims under the law and the Agreement.
6. In the case of a jointly given assignment, and to the extent that the Work was performed on behalf of the joint Clients, all Clients are jointly and severally liable for payment of the Price.
7. In the event that Micemedia is required or requested to provide information about the Client pursuant to a request or order of a regulatory or governmental body or pursuant to any legal proceedings, and any act or omission on the part of Micemedia is not the subject or co-subject of such request, order or proceedings, then the Client shall compensate Micemedia for the costs incurred by Micemedia and its employees involved in such request, order or proceedings.
8. Micemedia may perform and charge the Client for more work than that for which the Agreement was entered into, insofar as this additional work results from international or national laws or professional or other regulations that have become applicable to the Agreement and/or Work after conclusion of the Agreement.
9. Micemedia's claims against the Client shall be immediately due and payable:
 - in the event that the Client is being wound up, goes bankrupt, is subject to an attachment, or has been granted suspension of payments;
 - if the Agreement is terminated.

10. Unless otherwise agreed in writing, the agreed Price (order price) is exclusive of VAT and any other government levies.
11. The Client is not authorised to set off Micemedia's claims against any claims the Client has against Micemedia.

15. Complaints and expiry period

1. Complaints with respect to Work performed and/or invoices or partial invoices must be made known to Micemedia in writing, properly motivated and within a reasonable period of time after discovery of the alleged defect or delivery of the Work or receipt of the relevant invoice(s). If the claim is not submitted in a timely manner, all rights of the Client in connection with the claim shall expire regardless of whether the late notification has caused damage on the part of Micemedia.
2. Complaints as referred to in Section 15(1) will not suspend the Client's payment obligations.
3. In the event of a justified complaint, Micemedia has the choice between (i) improving the Work or carrying out the rejected Work anew free of charge, or – if repair/replacement is no longer possible – (ii) to provide a proportional refund of the amount already paid or to be paid by the Client.
4. If execution of the agreed-upon work is no longer possible or useful, Micemedia shall only be liable within the limits of Section 17 of these General Terms and Conditions.
5. Unless otherwise stipulated in these General Terms and Conditions, claims, the rights of action and other powers of the Client may have for whatever reason vis-à-vis Micemedia will lapse no later than one (1) year after the date on which the Client became aware or could reasonably have become aware of the existence thereof.

16. Interim termination of the Agreement

1. The Client has the right to terminate the Agreement prematurely in writing. In such a case, the Client shall in any case reimburse Micemedia for costs already incurred (including but not limited to the costs of flights, hotels and hours already booked). Additional arrangements in this regard may be made in the Quotation.
2. Micemedia is entitled to terminate the Agreement in writing on the basis of serious reasons, including a disrupted working relationship, without becoming liable for damages and without prejudice to other provisions of these General Terms and Conditions.
3. In the event of interim termination on the basis of Section 16 paragraphs 1 and 2, Micemedia retains the right to payment of invoices for Work already performed and any Work still to be performed as agreed between the Parties.
The Client's payment obligations in respect of invoices relating to Work already performed must be fully complied with at the time of termination of the Agreement.
4. Without prejudice to the right of dissolution as referred to in Section 6:265 of the Dutch Civil Code, Micemedia is entitled, without any demand or notice of default being required, to dissolve the Agreement in writing if:
 - a. the Client applies for a moratorium or is granted a moratorium or provisional moratorium;
 - b. the Client files for bankruptcy or is declared bankrupt;
 - c. the Client's business is liquidated;
 - d. a change occurs in the control of the Client's company. A change in the shareholding in which a third party acquires or renounces a substantial interest of at least 5% (five percent) in the Client's company is equated with a change in control;
 - e. the Client ceases its business or continues its business activities under another entity;
 - f. an attachment has been levied on a substantial part of the Client's assets.

17. Liability

1. Micemedia's liability for direct or indirect losses (including but not limited to consequential losses, lost profits, lost savings, loss due to business interruption) is excluded, except intent or wilful recklessness on the part of Micemedia's executive staff.
2. In the event that the execution of an assignment by Micemedia leads to liability, such liability shall be limited to the amount actually paid out by Micemedia's liability insurer, increased by the amount of Micemedia's deductible excess in connection with this insurance, unless a limitation or exclusion of liability is not possible under Dutch law. If and insofar as, for whatever reason, no payment is made under this insurance, then liability is limited to one (1) time the Price due to Micemedia pursuant to the provisions of the Quotation, with a maximum of EUR 20.000 (incl. VAT). This limitation of liability applies in full in the event of liability to multiple Clients.
3. Outside the cases mentioned in Sections 17.1 and 17.2, Micemedia has no obligation to pay compensation.
4. The provisions of this section pertain to both the contractual and extra-contractual liability of Micemedia.
5. Micemedia cannot be held liable for compensation for any loss or damage that is a direct or indirect result of:
 - an event beyond its control, which therefore cannot be attributed to its acts and/or omissions;
 - any act or omission of the Client, its employees, or other persons employed by or on behalf of the Client or required by the Client.
6. Micemedia is not liable:
 - a. for damage to items made available by the Client. The Client will take out appropriate insurance for such items.
 - b. for any loss or damage caused by the fact that, contrary to Micemedia's advice, the Client wishes certain Work to be performed after all;
 - c. for any loss or damage caused by the Client's failure to fulfil its obligations under Section 8 of these General Terms and Conditions;
 - d. for any loss or damage suffered by the Client or any third party arising from:
 - i. failure on the part of the Client or third party to provide timely information, or their withholding information, about facts and circumstances that may be relevant for the proper execution of the Work ; and/or
 - ii. misrepresentations by the Client or any third party, including provision of incorrect and/or incomplete information.

18. Indemnification

1. Client indemnifies Micemedia against claims by third parties regarding intellectual property rights to materials or data provided by the Client and used in the performance of the Agreement.
2. The Client remains at all times responsible for its own materials and/or goods made available by it. Micemedia is not liable for loss, theft, loss or damage of materials and/or goods belonging to the Client or made available by the Client, except in the case of intent or gross negligence on the part of Micemedia. The Client indemnifies Micemedia against all claims in this regard.
3. The Client indemnifies Micemedia against all claims by third parties in the event that damage is caused to third parties and/or materials or property of third parties, whether or not due to culpable conduct of the Client.

4. The Client indemnifies Micemedia against any claims by third parties who suffer loss or damage in connection with the performance of the Agreement.

19. Protection of personal data

1. Micemedia may process personal data concerning and/or provided by the Client:
 - i. in the performance of the Agreement;
 - ii. in the context of complying with legal obligations resting on Micemedia;
 - iii. in relation to bringing or defending legal action.
2. The processing of personal data by Micemedia in the context of the activities mentioned in Section 19 paragraph 1 takes place in accordance with applicable laws and regulations on the protection of personal data ('Applicable Privacy Law'), which includes, inter alia, the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*; UAVG). Micemedia may share personal data with third parties that Micemedia engages for the provision or support of Micemedia's services. Personal data will only be shared to the extent necessary in the context of the aforementioned activities and to the extent consistent with Applicable Privacy Legislation.
3. Insofar as Micemedia processes personal data in the context of the performance of the Agreement, Micemedia determines the purpose and means of data processing, and thus acts as controller within the meaning of the GDPR.
4. The Client has an independent duty to comply with Applicable Privacy Legislation. The Client is responsible for the lawfulness of the provision of personal data to Micemedia, thereby complying with all legal obligations resting on the Client in accordance with Applicable Privacy Law, including the obligation to inform data subjects about the provision of their personal data to Micemedia and the processing thereof by Micemedia in the context of the performance of the Agreement.
5. Micemedia will take appropriate technical and organisational measures to secure personal data against destruction, loss, alteration or unauthorised disclosure and unauthorised access.
6. Where personal data provided by the Client are concerned, Micemedia will inform the Client if:
 - i. Micemedia has received a request is from a data subject seeking to exercise their rights;
 - ii. Micemedia has received a complaint or claim relating to the processing of personal data; and
 - iii. Micemedia has made a notification as referred to in Section 33 or 34 GDPR ('data breaches').
7. If so requested by Micemedia, the Client will provide all cooperation and information without unreasonable delay in order to comply with Applicable Privacy Legislation, including but not limited to information and cooperation in relation to the exercise of rights of data subjects and possible data breaches.
8. The Client indemnifies Micemedia against all third-party claims resulting from or related to non-compliance with Applicable Privacy Law by the Client. The indemnification includes all losses and damages and costs suffered or incurred by Micemedia in connection with such a claim.

20. Force majeure

1. Micemedia is entitled to invoke force majeure if the execution of the Work and/or performance of the Agreement is prevented or hindered, in whole or in part, temporarily or permanently, by circumstances beyond its reasonable control or influence, including in any case:
 - acts, rules or decisions of any government that have or may have consequences for the Work and/or the Agreement;

- natural phenomena, such as earthquakes, forest fires and floods;
 - fires, riots, wars, explosions, company blockades, strikes and lockouts;
 - delayed delivery of parts, items or services ordered from third parties;
 - failure on the part of the Client's suppliers to meet obligations on time or otherwise properly as required by Micemedia;
 - defectiveness of goods, equipment, software or materials of third parties, which need to be used by Micemedia as required by the Client;
 - failures in networks, systems and/or electricity or other connections of the Client, the Client's clients and/or suppliers of the Client or Micemedia (including hosting providers, as well as other suppliers of electricity or other connections, cloud and/or streaming services);
 - outbreaks of an Extreme Disease;
 - operational failures and breakdowns of the Client's or Micemedia's equipment.
2. In the event of force majeure, Micemedia is entitled to suspend its obligations under the Agreement. This does not apply to obligations to which force majeure does not apply and which have already arisen prior to the force majeure event.
 3. In the event of force majeure, the Client and Micemedia shall consult with each other to examine whether the Agreement can be amended to include the new situation, for example by changing and/or moving the event or project (in scope, nature, time or location). Any additional costs involved in this shall be entirely the Client's responsibility and risk.
 4. In the event that amendment (as referred to in the previous paragraph) proves impossible, both the Client and Micemedia are entitled to dissolve the Agreement for that part which cannot be executed, whereby Micemedia retains the right to full and timely payment of the amounts specified in the Agreement, less any cost reductions and plus any cost increases resulting from the dissolution.
 5. If the force majeure event lasts longer than three (3) months, Micemedia is entitled to cancel the agreement pertaining to the part which cannot be complied with, without being bound to make any compensation payment and without prejudice to the other provisions of these General Terms and Conditions.

21. Continued effect

All rights and obligations arising from the Agreement which by their purport are intended to survive termination or expiry of the Agreement shall remain in full force – even after termination.

22. Transfer

None of the Parties to the Agreement shall be entitled to assign the rights and obligations arising under or in connection with the Agreement to a third party without the written consent of the other Party, except to the extent arising under the Agreement in the context of the Work.

23. Final provisions

1. Micemedia reserves the right to amend the General Terms and Conditions unilaterally. Micemedia will timely announce such an amendment, after which the amended General Terms and Conditions will take effect 30 days after written announcement of the amendment.
2. In case of any inconsistency or ambiguity between the Dutch version of the General Terms and Conditions and any translation thereof, the Dutch version shall prevail.

3. If any provision of these General Terms and Conditions is void, voidable or unenforceable, a valid provision will automatically (by operation of law) replace that provision that corresponds as closely as possible to the purport of the void provision. If necessary, the Parties will be obliged to enter into reasonable consultations with each other about the text of this new provision. In such a case, the provisions of the General Terms and Conditions shall remain valid in full insofar as possible.

24. Applicable law and choice of forum

The Agreement is governed by Dutch law. The competent court in the district of North Netherlands has exclusive competence over any disputes that may arise from or in connection with the Agreement.

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The undersigned, Gradus Johannes Hoekman, sworn translator for the English language registered at the District Court of Gelderland, listed in the Dutch Register of Sworn Interpreters and Translators (RBTv) under no. 2015, residing at Van Nispenstraat 37, 6561 BD Groesbeek, Netherlands, does hereby solemnly and sincerely declare that, to the best of his knowledge and belief, the foregoing is a full, true and faithful translation of the Dutch document attached. Date: 9 April 2025.