



## GENERAL TERMS AND CONDITIONS

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### **Definitions**

**Product** means the end result(s) of the activities performed by ROSH in furtherance of the assignment commissioned to ROSH by client.

**Results** means all results, in whatever form of expression, designed, developed or created by or on behalf of ROSH in furtherance of the assignment commissioned to ROSH, including the Product.

### **1. ROSH Studios**

ROSH Studios is the trade name of the private limited liability company (besloten vennootschap) ROSH Studios B.V., chamber of commerce number 85980021, hereinafter referred to as **ROSH**.

### **2. Scope**

- a. These terms and conditions apply to all activities performed or to be performed by or on behalf of ROSH or its affiliated companies and to all legal relationships of ROSH and its affiliated companies with their clients.
- b. The applicability of other (general) terms and conditions, such as the (general) terms and conditions of client, is hereby expressly rejected.

### **3. Assignment**

- a. Assignments are accepted solely by and on behalf of ROSH, even when it is the express or implied intention that an assignment is carried out by a specific person. ROSH is the only contracting party for all activities.
- b. Third parties cannot derive any rights from the activities performed by ROSH for client.
- c. Unless otherwise agreed, ROSH will provide the Product in a form suitable for the intended use of client. ROSH is not obliged to provide the client with a source file of the Product or the Results.

### **4. Limitation of liability**

- a. Any and all liability of ROSH and the legal entities and natural persons referred to in section 2 is limited to the aggregate fee agreed between ROSH and client in respect of the services to be provided by ROSH under the assignment.
- b. ROSH is not liable for any failure or deficiency to perform by third parties involved in the assignment, even if such third party is considered a subcontractor or subordinate of ROSH. The limitation of liability referred to in section 4 (a) applies to the activities performed by such subcontractors or subordinates.

### **5. Fee and payment**

- a. The fee invoiced by ROSH, plus VAT, will be payable by client. If a fee based on an hourly rate has been agreed, the fee will be calculated on the basis of the hours actually worked by ROSH on the assignment, multiplied by the applicable hourly rate.
- b. Costs paid for by ROSH on behalf of client and necessary for the performance of the assignment of ROSH, will be charged separately to client by ROSH.
- c. ROSH is entitled to demand a deposit for (part of) the fee, to be paid by client prior to commencement of the activities.
- d. ROSH will invoice client electronically. Client will pay invoices of ROSH within 8 days of the invoice date.

### **6. Intellectual property and license**

- a. Copyright and all other intellectual property rights vested in, relating to or connected with the Results and the Product are owned exclusively by ROSH.
- b. ROSH grants to client, that accepts, a non-transferable, worldwide license to use the Product for the purpose intended at the time of commencement of the assignment by ROSH, which license will become effective as of completion of the assignment through acceptance of the Product by Client.
- c. Client is not authorized to grant sublicenses, except to affiliated companies to the extent necessary for pursuing the purpose of the assignment given to ROSH.



- d. Use of the Product for a purpose other than the intended purpose of the assignment, requires prior written consent of ROSH.
- e. The royalty for the license provided under section 6 (b) is considered to be included in the agreed fee.

**7. Acceptance**

- a. The Product will be offered to client for acceptance.
- b. Client is allowed to refuse to accept the Product on no more than two (2) occasions, on which occasion(s) client will explicitly inform ROSH of the reason for refusal. Upon the third (3<sup>rd</sup>) offer for acceptance of the Product by ROSH to client, client will be deemed to have accepted the Product.

**8. Additional work**

- a. Relatively limited additional work of ROSH will eligible for reimbursement by client, also if ROSH has not submitted such additional for prior approval to client. Substantial additional work will be submitted to client for approval.
- b. Unless otherwise agreed, additional work will be carried out by ROSH against the fee agreed upon prior to commencement of the assignment and, in case a one-off fee was agreed, against part of the fee that is reasonably proportionate to the additional work.
- c. Client will approve any request of ROSH for performing substantive additional work as soon as possible.

**9. Delay**

Exceeding an agreed term for the assignment does not immediately result in default of ROSH. In such case, client will not have an immediate right to terminate or cancel the assignment, to claim a penalty or to claim compensation for damages.

**10. Term and termination**

- a. The assignment will come into effect upon signature by ROSH and client and will continue to be in force until completion of the assignment.
- b. ROSH and client are authorized to terminate the assignment with immediate effect, without further notice of default or judicial intervention required, if:
  - the other party applies for a suspension of payment;
  - the other party is declared bankrupt;
  - the other party fails to fulfil its obligations, unless such failure due to its nature or minor importance, does not justify termination and its consequences;
  - the other party is dissolved.

**11. Confidentiality**

- a. ROSH recognizes that the existence and content of the relationship with client, as well as the data and information that ROSH has access to in the context of execution of the assignment, may be of a confidential nature. ROSH will refrain from disclosing client's confidential information and, if so the relationship between ROSH and client reasonably requires, ROSH will refrain from publishing or cooperating in publications that reveal the existence or details of ROSH's relationship with client, unless client provides prior written consent.
- b. The obligation referred to in section 11 (a) will apply for the term of the assignment and thereafter, unless information has become public through no breach of confidentiality by ROSH.

**12. Applicable law and disputes**

- a. The assignment is governed by Dutch law.
- b. Any dispute arising from or connected with the assignment or any work performed by ROSH or the legal relationship between ROSH and client will be settled exclusively by the court of Arnhem, the Netherlands, without prejudice to the right of appeal.

**13. Deviation from the general terms and conditions**

These terms and conditions will apply to all services and work provided by or on behalf of ROSH to client. Deviations will only be valid and binding if agreed in writing between ROSH and client.