

STANDARD TERMS & CONDITIONS

1 INTERPRETATION

Client and CONTENT CREATOR are collectively referred to as the "Parties" and each separately as "Party". Capitalized words used in the Engagement Tabel and the standard terms and conditions shall have the following meanings:

- (a) "Agreement" means the agreed upon terms and conditions in the Engagement Tabel and T&Cs by and between Parties including the applicability of the T&Cs thereto;
- (b) "Campaign" means the specific marketing project between CLIENT and CONTENT CREATOR as ascribed to it in the Engagement Tabel;
- (c) "Client" has the meaning ascribed to it in the Engagement Tabel;
- (d) "CONTENT CREATOR" has the meaning ascribed to it in the Engagement Tabel;
- (e) "Deliverables" means the specific deliverables to be provided by CONTENT CREATOR to Client;
- (f) "T&Cs" means these standard terms and conditions that apply to any offer from CONTENT CREATOR and/or any concluded agreement by and between Parties, unless agreed upon otherwise between Parties;
- (g) "Effective Date" means the start date of the Agreement being the date of signing of the Engagement Tabel by Client;
- (h) "Events" means the specific event as outlined in the Engagement Tabel;
- (i) "Engagement Tabel" means the CONTENT CREATOR's engagement offer to Client;
- (j) "Force Majeure Event" has the meaning ascribed to it in article 16 of the T&Cs;
- (k) "Remuneration" has the meaning ascribed to it in article 10 of the T&Cs;
- (l) "Services" means the specific services to be provided by CONTENT CREATOR to Client;
- (m) "Term Campaign" means the term of the Agreement as from the Effective Date until the end date or for the term as mentioned in the Engagement Tabel;
- (n) "Work" means any Services, Events, and/or Deliverables as set forth in the Engagement Tabel, including any and all (online/social posts) publication, use and styling of any assets and content created by CONTENT CREATOR.

2 REPRESENTATIVE POWERS

Client declares that Client is authorized to enter into the Agreement. If another natural or legal person concludes the Agreement on behalf of Client, in addition to this (legal) person, the Client is jointly and severally liable for the fulfilment of the obligations under the Agreement.

L'AGENCY acts for and on behalf of CONTENT CREATOR in its capacity as management agent on the basis of a power of attorney. L'AGENCY is not a party to this Agreement and as such cannot be held liable in any way and on any grounds whatsoever against or to (any of) the Parties.

3 SCOPE OF WORK

Client wishes to engage CONTENT CREATOR to provide the Work and CONTENT CREATOR agrees to provide the Work to Client subject to the terms and conditions as set forth in both the Engagement Tabel and T&C's. If during the execution of the Work it appears that it is necessary to change or supplement the agreement for a proper completion, Parties will amend the agreement in a timely manner and in mutual consultation.

4 TERM

The Agreement shall be effective as from the Effective Date agreed upon in the Engagement Tabel and for the term as specified under Term Campaign.

5 CREATION & CREATIVE DIRECTION

CONTENT CREATOR shall at all times be exclusively responsible for the creative direction and creation of the Work, unless explicitly agreed otherwise in the Agreement or other writing by CONTENT CREATOR.

Client may give instructions relating to the Work to be performed by CONTENT CREATOR. Client agrees that CONTENT CREATOR may refuse to follow instructions of Client to the extent that CONTENT CREATOR is of the reasonable opinion that the instructions provided do not match the professional identity and/or personal brand of CONTENT CREATOR.

CONTENT CREATOR will execute its obligations in relation to the Work to the best of its knowledge and ability and in accordance with the requirements of good workmanship, which constitutes a best offer-obligation.

6 CONTENT APPROVAL PROCESS

Client is entitled to review the Work and provide one-time feedback prior to the publication or use of the Work, after which CONTENT CREATOR will edit, modify and/or make any other changes required, unless otherwise explicitly agreed in the Agreement or other writing by CONTENT CREATOR.

Client shall never amend any Work without the prior written consent of CONTENT CREATOR. Client requires the written approval of CONTENT CREATOR prior to the Work being published or used in any other way. No content shall go live without such approval which otherwise constitutes a breach of the Agreement.

7 ADVERTISING LAW & REGULATIONS

In performing its duties under the Agreement, Parties are aware that, to the extent required, each Party shall comply with any and all applicable (advertising) rules, codes, laws and regulations. Client agrees that CONTENT CREATOR will adhere to such legislation at CONTENT CREATOR's sole discretion.

8 IP AND USAGE RIGHTS

CONTENT CREATOR fully and exclusively owns any and all worldwide intellectual property rights (whether registered or unregistered) created by and/or related to the CONTENT CREATOR and the content produced by CONTENT CREATOR regarding the Work.

CONTENT CREATOR hereby grants Client a limited, non-exclusive, non-transferable and non-sublicensable right of usage to use the Work created by CONTENT CREATOR in accordance with the usage rights set out in the Engagement Tabel.

The Client will always tag the CONTENT CREATOR when (re)posting the content under the usage rights.

In the event that Client wishes to publish and/or advertise or use the Work in a way that goes beyond the usage rights, Client shall notify CONTENT CREATOR thereof, after which Parties will negotiate in good faith about such additional and/or extended use and the accompanying compensation. Nothing in this Agreement and/or T&Cs constitutes that the Work may be used by the Client after the term of the Agreement.

L'AGENCY receives the usage rights to publish the created and produced content regarding the Work (including any and all online/social posts by CONTENT CREATOR) based, under and/or in relation to the Agreement or otherwise created during the performance of the work and/or services by CONTENT CREATOR.

Neither Party will use the other Party's name, voice, logo, trademarks or other intellectual property, or issue any press release or public announcement regarding the content of this Agreement, without the other Party's written consent, unless specifically permitted under this Agreement.

9 EXCLUSIVITY

Parties expressly acknowledge that the Agreement does not in any way create an exclusive relationship between Parties, nor any other type or form of exclusivity.

Client is free to engage others to perform services of the same or similar nature to those provided by CONTENT CREATOR, and CONTENT CREATOR is free and shall be entitled to offer and provide marketing services to others., solicit other clients and otherwise advertise and promote the services offered and content created by the CONTENT CREATOR, unless otherwise explicitly agreed to in the Agreement.

10 REMUNERATION

In consideration of the Work, Client agrees to pay or (if applicable) otherwise provide CONTENT CREATOR with the Remuneration as specified in the Engagement Tabel, which includes a 20% management fee and any costs to be incurred by CONTENT CREATOR at CONTENT CREATOR's own initiative. All fees are exclusive of 21% VAT, bank wire transfer costs, and any other directly or indirectly applicable taxes. ,

In addition to the Remuneration, any (out of pocket) costs incurred by CONTENT CREATOR to meet Client's specific (content) requirements in relation to the Work shall be charged to Client by CONTENT CREATOR, unless explicitly agreed upon otherwise between Parties.

Any changes to the scope of Work in the Agreement may result in a higher Remuneration. L'AGENCY will provide Client with an additional fee quote or estimate in that regard, which, after approval, will be invoiced in a similar way as the original Remuneration under this Agreement.

11 INVOICES & PAYMENT

Moment of invoicing will be agreed upon and outlined in the Engagement Tabel. Any payment not paid within the payment term as mentioned in the Engagement Tabel causes Client to be immediately in default, without further notice to Client, for which statutory interest may be charged on the overdue amount from the due date up to date of actual payment. In addition, extrajudicial collection costs pursuant to the Extrajudicial Collection Costs (Standards) Act and the accompanying Decree of 15% over the overdue amount may be charged.

In the event of non-payment of invoices or late payment of invoices during a Campaign, CONTENT CREATOR will have the right to suspend or terminate the Work, without prejudice to the obligation on the part of the Client to pay the outstanding invoices and the invoices sent in a timely manner.

12 (BUSINESS) INTERESTS OF THE PARTIES

Parties shall at all times and as much as reasonably possible take into account the legitimate (business) interests of the other Party. Parties shall therefore refrain from conduct which may harm the other Party in a material or immaterial sense. This also means that within the framework of this Agreement, Parties will constructively and with a positive mindset and effort work together to try and maximise the impact of the Campaign.

13 LIABILITY

CONTENT CREATOR will not be liable for any damages or losses incurred by Client, directly or indirectly, as a result of any Work provided by CONTENT CREATOR and/or the publication or use of Work.

Any possible remaining liability of CONTENT CREATOR due to attributable failure in the performance of the Agreement and other resulting or related agreements or on any legal basis whatsoever, including any failure in the performance of agreed warranty or indemnification obligations, is capped to 50% of the Remuneration that specific CONTENT CREATOR has already received from Client under the respective Agreement.

Client will only be entitled to recover damages that directly resulted from the breach of performance. CONTENT CREATOR is not responsible for delayed or consequential damages, nor any other types of damage, such as lost profits or data, even if CONTENT CREATOR should have known it could happen. These liability limitations also apply to anyone CONTENT CREATOR works with to come to and carry out the Agreement.

14 INDEMNITIES

Client hereby indemnifies and holds CONTENT CREATOR harmless from and against any and all liabilities, obligations, damages, penalties, actions, judgments, suits, claims, costs, taxes (together with any interest, penalties, or additions thereto) and other losses (including loss in the value of its investment) paid, incurred, suffered, or sustained by the CONTENT CREATOR, in each case relating to, resulting from, or arising out of (any element of) the Agreement or as a result of the publication or use of any and all assets/contents produced under this Agreement, including claims relating to intellectual property rights, rights of privacy and, slander, blasphemy and defamation (*smaad, laster en belediging*).

15 CONFIDENTIALITY

Parties shall, and shall procure that its representatives, not disclose (the contents of) this Agreement or parts thereof, any ancillary documents to this Agreement or any other information about Parties of a confidential nature received throughout the execution of this Agreement to any third party, unless they are required to do so by law, a court decision or instruction of a supervisory authority or governmental body, or where this is necessary in connection with fulfilling the obligations under this Agreement, in which case the Parties shall discuss the manner of disclosure in advance.

16 FORCE MAJEURE EVENT

A Force Majeure event means any unforeseeable circumstance which is beyond the control of CONTENT CREATOR, or any unavoidable event, even if foreseeable, as a result of which such CONTENT CREATOR is unable to perform its obligations, in whole or in part, under the Agreement. Such circumstances include, but are not limited to, any disconnection, dysfunctioning or interruption for any reason of any of CONTENT CREATOR's websites, servers and/or social channels, or any other similar event.

If a Force Majeure event occurs, CONTENT CREATOR shall not be in breach of the Agreement or otherwise liable for any such failure or delay.

17 MISCELLANEOUS

If any clause of this Agreement or part thereof is rendered void, invalid or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid or unenforceable to that extent solely, and it shall not affect the validity of other provisions. In such a case, Parties are obliged to enter into mutual consultation in order to make a replacement arrangement with regard to the affected clause. The purpose and scope of the original provision will be taken into account as much as possible.

A Party shall not assign or delegate any of its rights or obligations under this Agreement without the prior written approval of the other Party.

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes all prior discussions, negotiations, understandings, and agreements in respect of its subject matter. Deviations from the provisions of these T&Cs can only be made in writing. In the event of any inconsistency and/or conflict between the Engagement Tabel and the T&Cs, Parties hereby agree that the Engagement Tabel will in all cases prevail.

18 GOVERNING LAW & JURISDICTION

The Agreement and any non-contractual obligations arising out of or in connection with the Agreement are governed by and shall be construed in accordance with Dutch law. The CISG is, if applicable, expressly excluded. Any disputes that may arise in connection with the Agreement are subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.