

GENERAL TERMS AND CONDITIONS OF CONTRACT CROSSMARKPICTURES B.V.

These are the General Terms and Conditions for assignments to Crossmarkpictures B.V. as a legal entity established under Dutch law with registered office in The Hague.

1. Definitions

This Article defines the terms used in these General Terms and Conditions:

- 1.1. **Client:** the natural person, partnership, corporation or any legal entity.
- 1.2. **Contractor:** Crossmarkpictures B.V.
- 1.3. **Project:** the services to be provided by the Contractor to the Client as specified in the Purchased Order.
- 1.4. **Purchased Order:** the document (i) setting out the services to be provided by the Contractor to the Client, (ii) listing any documents and support to be provided by the Client to the Contractor such that the Contractor may perform the Project.
- 1.5. **Contract:** the contract between the Client and the Contractor consisting of the Purchase Order, these Terms and Conditions and any other documents (of parts thereof) specified in the Purchase Order.

2. General

- 2.1. These General Terms and Conditions govern the provision of all services from or on behalf of the Contractor to the Client and apply to all dealings between the Contractor and the Client.
- 2.2. Any general purchase conditions or other general terms and conditions used by the Client will not apply to the legal relationship between the Client and the Contractor, and are hereby expressly rejected.
- 2.3. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client. Failure of the Contractor to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of the Client. Neither the Contractor's commencement of performance nor the Contractor's delivery shall be deemed or constituted as acceptance of any of the Client's terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of services by the Contractor, as well as acceptance by the Client of any provision of services from the Contractor shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.
- 2.4. By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and the Contractor, even if this is not specifically stated.

3. The Proposal

- 3.1. In the Proposal, Crossmarkpictures B.V. incorporates its ideas, knowledge and experience regarding the proposed Project and the manner in which it can be performed. For that reason, Crossmarkpictures B.V. requires that the potential Client only uses the Proposal (including any changes, additions and expansions) for determining whether the Client will award Crossmarkpictures B.V. the Project and not for any other purposes. If no Agreement is created, Crossmarkpictures B.V. only holds rights with regard to the contents of the Proposal, with the exception of any information from the potential Client that it contains.

4. The Project

- 4.1. The Contractor shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.
- 4.2. The Contractor shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require.
- 4.3. The Client has the right to one free adjustment of the completed project. After that all required adjustments will only be made by Contractor against payment of the tariff fixed by the contractor.

5. Subcontractors

- 5.1. The Contractor shall be free to involve third parties, availing of specific expertise, in the performance of the Project, provided that the Contractor shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Contractor. If requested by the Client, the Contractor shall identify these third parties, specifying in each case their specific expertise.

6. Fees, Expenses & Payments

- 6.1. The Client shall pay the Contractors fees at the rate specified in the Purchase Order.
- 6.2. If a "fixed price" has been stated in the Purchase Order, this price will be considered as the agreed price. If no "fixed price" has been included in the Purchase Order, it is established between the Client and the Contractor that the amount to be paid will be determined by subsequent calculation on the basis of the rates agreed upon at the assignment. If no rates have been agreed upon in advance, the rates will be determined on the basis of the Contractors customary methods.
- 6.3. Unless otherwise stated in the Contract, the Contractor shall be entitled to be reimbursed by the Client for all traveling, lodging and other expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as the Client may reasonably require.
- 6.4. Unless otherwise stated in the Contract, payment will be made within thirty (30) days of receipt of an invoice, submitted monthly in arrears, for work completed.
- 6.5. The Contractor reserves the right to send interim invoices. The Contractor may at all times demand full or partial payment in advance.
- 6.6. Value Added Tax, where applicable, shall be shown separately on all invoices.

7. Intellectual Property

- 7.1. All final results generated by the Contractor in the Project, including reports, other documents and final film versions, shall become the property of the Client. These final results are for internal use of the Client only. Commercial use is subject to our explicit prior written consent. Such consent may be subject to further conditions.
- 7.2. If the Client wants to obtain the rights as described in article 7.1, Crossmarkpictures might offer the Client either a license fee or lump sum for these rights to indemnify the Client for legal liabilities that might occur under the copy right act.

8. Confidentiality & Disclosure

- 8.1. The Contractor shall keep confidential and not disclose any information of a confidential nature obtained by him during the performance of the Project. The foregoing shall not apply to information which:
 - (i) is or becomes part of the public domain without fault on the part of the Contractor;
 - (ii) was already known by the Contractor, other than under an obligation of confidentiality, at the time of disclosure by the Client;
 - (iii) is lawfully acquired by the Contractor from a third party on a non-confidential basis; or
 - (iv) the Contractor is required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.

(v) The provisions of this Article 7.1 shall apply during the term of the Contract and for a period of 2 years thereafter, unless agreed otherwise in the Contract.

8.2. The provisions of this Article 7.1 shall apply during the term of the Contract and for a period of 2 years thereafter, unless agreed otherwise in the Contract.

9. Warranties, Liability And Indemnification

- 9.1. The Contractor will only be liable for damage or loss which is the direct consequence of an attributable shortcoming by the Contractor in the performance of its obligations. If, on account of the contractual liability referred to in the preceding sentence and/or for any other reason, the Contractor is liable, it will apply that the Contractor will only be liable for direct damage or loss for the Client to at the most amount of the price Client due Article 6.1 or 6.2.
- 9.2. The Contractor and/or persons employed and/or called in by the Contractor for carrying out the assignment will not be liable for damage or loss which the Client suffers when applying or using the result of the Contractors work, unless there is a question of intent or gross negligence on the part of the Contractor and/or on the part of persons employed and/or called in by the Contractor for carrying out the assignment.
- 9.3. The Client indemnifies the Contractor and/or persons employed and/or called in by the Contractor for carrying out the assignment against all claims from third parties on account of damage or loss suffered by these third parties resulting from the application or use of the results of the Contractors work by the client or by any other person to whom the Client has made available the said result, unless there is a question of intent or gross negligence on the part of persons employed and/or called in by the Contractor for carrying out the assignment.
- 9.4. In case persons employed and/or called in by the Contractor for carrying out the assignment are present on the premises of the Client and/or on the premises of third parties in connection with the assignment, the Contractor and/or persons called in by the Contractor for carrying out the assignment will not be bound to stipulations in access permits and suchlike to the effect that the Clients liability arising from the agreement limited in whole or in part.
- 9.5. The Contractor does not accept any liability for damage or loss which arises due to the fact that results of the activities do not qualify for patenting or because rights of third parties are infringed when applying the results.
- 9.6. The Contractor does not accept any liability for damage or loss which is the result of defects in items supplied to the Contractor, including software, which the Contractor has supplied on the Client, unless and insofar as the Contractor has recourse on its supplier for such damage or loss.

10. Term And Termination

- 10.1. Any times or dates set forth in the Contract for provision or completion by the Contractor of the services under the Project will be met within reasonable terms. In no event shall the Contractor be liable for any delay not caused by the Contractor in providing these services.
- 10.2. Either party may terminate the Contract by notice in writing forthwith in the event the other party: (i) is in default with respect to any material term or condition to be undertaken by it and such default continues not remedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party; (ii) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months; or (iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).

11. Notices

- 11.1. Any notice given under or pursuant to the Contract shall be given in writing and shall be given by mail, registered mail or by facsimile transmission to the other party at the addresses mentioned in the Purchase Order, or to such other address as a party may by notice to the other have substituted therefore. Any such notice shall be deemed to have been received on the second (2nd) business day following the date of its mailing if sent by (registered) mail within The Netherlands, on the seventh (7th) business day following the date of its mailing if sent by (registered) mail outside The Netherlands or on the next business day immediately following the date of transmission if sent by facsimile transmission.

12. Observance Of Legal Requirements

- 12.1. The Contractor shall carry out his obligations under the Contract in a manner that conforms to relevant legal requirements.
- 12.2. Without prejudice to the generality of Article 12.1, in carrying out his obligations under The Contract the Contractor shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

13. Miscellaneous

- 13.1. In case of activities in connection with the Project on the premises of the Client, the Client will make available to the Contractor free of charge auxiliary personnel and tools, if so requested by the Contractor.
- 13.2. If either the Client or the Contractor fails to comply with any essential obligation from the agreement, the other party will notify the defaulting party of this in writing and allow the defaulting party a reasonable period to as yet perform its obligations within the stipulated period, its rights from the agreement will lapse and the other party will no longer be obliged to perform any of its own obligations.
- 13.3. Claims from the Client on the Contractor resulting from or connected with the execution of the assignment by the Consultant and/or by persons employed and/or called in by the Contractor for carrying out the assignment, will lapse in full if such claims have not expressly been made known within a half year from the date of the final invoice, unless the Client shows that he was unable to comply with his duty to report within the stipulated period.

14. Disputes

- 14.1. All disputes that might arise as a result of the Contract, or of further Contracts resulting from it, which cannot be resolved in mutual consultation shall be referred to a competent court in The Hague, the Netherlands.
- 14.2. The Contract is governed exclusively by the substantive laws of the Netherlands.