

BART AT WORK

GENERAL TERMS AND CONDITIONS

Article 1: Definitions

In the context of these General Terms and Conditions the definitions have the following meaning:

- 1.1 *General Terms and Conditions*: these General Terms and Conditions, applicable for the legal relation between the Client and Bart at Work. Using the Services from Bart at Work is considered as awareness of these General Terms and Conditions, as well as acceptance thereof;
- 1.2 *Agreement / the Assignment*: any agreement of service provision or other Agreement that Bart at Work concludes with the Client and all Agreements and/or commitments arising from or relating to this.
- 1.3 *Employee*: a natural person who is employed at or associated with Bart at Work, whether or not based on an employment contract;
- 1.4 *Order*: the Agreement (of order) whereby Bart at Work commits itself towards the Client to perform certain Services;
- 1.5 *Quotation*: the free offer made by Bart at Work to the Client;
- 1.6 *The Client*: the natural person or legal entity that has given Bart at Work the order to perform Services or other work activities;
- 1.7 *Contractor*: Bart at Work after accepting the assignment. All assignments are exclusively accepted and carried out by Bart at Work, not by or on behalf of an individual employee, regardless of whether the client has explicitly or tacitly given the assignment with a view to its execution by a specific employee or certain employees. Articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code are explicitly excluded;
- 1.8 *Parties*: the Client and Bart at Work jointly;
- 1.9 *Work activities*: all assigned Work activities to be performed by Bart at Work on behalf of the Client that has been commissioned and accepted by Bart at Work, as well as all work arising from this for Bart at Work;
- 1.10 *Services*: All services of Bart at Work to be delivered or delivered to the Client, including directing and producing video productions, supporting audio-visual activities, recording and live streaming of events, as well as advice in this area;
- 1.11 *Force Majeure*: any circumstance beyond the control of Bart at Work – even when this was to be foreseen in the company of Bart at Work or its suppliers at the time that the Agreement was concluded and furthermore all circumstances whereby compliance of the Agreement cannot reasonably be requested from Bart at Work;
- 1.12 *Non-accountable failure*: Among others, war, danger of war, riot, fire, factory failure, strike, failure of systems / software, blockades, exclusion, traffic disorder, staff illness, failure to meet their obligations by third parties or not on time;
- 1.13 *Bart at Work*: The sole proprietorship "Bart at Work", registered with the Chamber of Commerce of the Netherlands under number: 58102531.

Article 2: Applicability

- 2.1 These general terms and conditions apply to the services provided by Bart at Work, as well as to all agreements to which Bart at Work undertakes or will undertake to perform work for the Client, as well as all work arising from this for Bart at Work. These general terms and conditions apply in any case to all agreements relating to media productions developed or to be developed, as well as advisory activities in the field of media and marketing and audiovisual support activities.
- 2.2 Deviations and/or additions to these General Terms and Conditions are only valid if these have explicitly been agreed in writing for example in a written agreement or order confirmation. This agreement never implies that the deviating conditions of the Client are also applicable on other Agreements between Bart at Work and the Client.
- 2.3 If any condition in these General Terms and Conditions is in breach with a condition stipulated in the Agreement, the condition stipulated in the Agreement applies regarding the contradiction.
- 2.4 If any provision of these General Terms and Conditions is invalid, the other provisions in these General Terms and Conditions remain in force. The relevant invalid provision(s) will be replaced by another,

valid, provision that will approach the intended effect of the invalid provision as much as possible.

- 2.5 The applicability of the General Terms and Conditions of the Client are explicitly rejected by Bart at Work.
- 2.6 Provisions from these General Terms and Conditions will not apply, if and insofar mandatory legal regulations object to this. If a provision based on this ground would be invalid under circumstances, the most favorable regulation for Bart at Work applies and all other provisions remain in full force.
- 2.7 If there is confusion regarding the explanation of one or more provisions from these General Terms and Conditions, the explanation must take place 'in the spirit' of these provisions.
- 2.8 If a situation arises between parties that is not regulated in these General Terms and Conditions, this situation must be assessed 'in the spirit' of these General Terms and Conditions.

Article 3: Concluding of the agreement

- 3.1 An Agreement between Bart at Work and the client is concluded at the moment that the client agrees with a quotation of Bart at Work or when the client returns an order confirmation signed to Bart at Work or when Bart at Work carries out the agreed work.
- 3.2 Regarding the work activities for which in relation to the nature and scope no agreement is concluded and / or no order confirmation is sent, the invoice applies as order confirmation, which is considered to correctly and fully display the agreement.

Article 4: The client

- 4.1 The client is expected to cooperate reasonably in the execution of the agreement concluded via Bart at Work. If requested, the client will, among other things, provide additional information regarding the agreement to be concluded or concluded.
- 4.2 Requests for service provision from Bart at work are considered to be done by people/representatives of the legal entity that are authorized to do so.
- 4.3 Damage for Bart at Work or for the parties cooperating with Bart at Work, arising from, among other things, the deliberate provision of incorrect information, improper use or knowingly not being able to fulfill a contractual obligation in advance, can be recovered from the client.

Article 5: Cancellation / modification of the Assignment

- 5.1 Bart at Work reserves the right to decline assignments without stating a reason.
- 5.2 Cancellation or adjustment of the Agreement by the Client gives Bart at Work the right on compensation for made costs, including costs arising from contractual or other obligations towards third parties, as well as damage compensation due to loss of profit.

Article 6: Prices

- 6.1 Agreed prices are exclusive vat and traveling costs, unless agreed otherwise.
- 6.2 Bart at Work has the right to pass on reasonable cost increases. Bart at Work will inform the client of this in writing.
- 6.3 Bart at Work has the right – if Bart at Work deems this to be necessary or desirable – to engage third parties for the performance of the Order it has received, the costs of which will be passed on to the client.

BART AT WORK

Article 7: Extra work

- 7.1 Bart at Work has the right to charge a reasonable amount of extra work to the Client. The client does not have to give written agreement for this first, but Bart at Work will notify the client when additional work is expected.
- 7.2 When Bart at Work receives a (verbal) assignment from the client regarding services that have not been agreed, and the client has accepted this services after the extra services were performed, or at least has not objected to the extra services, Bart at Work may assume that the extra work is done at the explicit request of the Client against the prices and rates used by Bart at Work.
- 7.3 The client is obliged to pay payment (s) for additional work as soon as this additional work has been charged to the client.

Article 8: Payment conditions

- 8.1 The payment term for invoices from Bart at Work is 14 days.
- 8.2 Billing takes place as follows: 40% of the total amount must be paid by the client before the start of the project. After delivery, the client must pay the second 60%.
- 8.3 The client explicitly renounces the right on discount or debt settlement. Furthermore, the client, by law and without requiring a summons or notice of default, will already be in default and in failure towards Bart at Work before the expiring of the mentioned payment term if the client requests receivership or is declared bankrupt.
- 8.4 If the client or third party does not pay within the term mentioned in article 8.1, the client is in default only by the expiration of that term, without this requiring any further notice of default.
- 8.5 In all cases whereby the client is in default towards Bart at Work, the following is the result by law:
 - a. Bart at Work has the right to immediately suspend or terminate the service provision;
 - b. The client owes the legal trade interest on the main amount or on the unpaid part of the main amount;
 - c. The client owes to Bart at Work the collection costs that are the result of non-payment or late payment, both the judicial as extrajudicial costs. The extrajudicial collection costs are owed by the client as soon as Bart at Work has engaged the assistance of a bailiff or an attorney/lawyer for the outstanding amount. The collections costs are 15% of the main amount increased with legal interest with a minimum of €250.-.

Article 9: Delivery of services

- 9.1 The delivery of Services can be done at once or in parts, by choice of Bart at Work. Where delivery is mentioned below this also includes part delivery.
- 9.2 Any delivery of goods or services by Bart at Work is subject to retention of title until the client has paid all that he is obliged to under the agreement.
- 9.3 The term of delivery is agreed between Bart at Work and the client for each assignment.
- 9.4 If the service concerns livestreaming ,then delivery will take place immediately. In addition, Bart at Work will provide the client with the streaming recordings at a later date.

Article 10: Force majeure

- 10.1 If Bart at Work cannot meet it's obligations due to a non-attributable permanent failure, it has the right to completely or partially terminate the Agreement by written notice, within a reasonable period, without Bart at Work being obliged towards the client to pay any damage compensation – and also compensation of possible gained advantage.
- 10.2 A failure that cannot be attributed to Bart at Work is marked as permanent if the relevant performance cannot be carried out within a reasonable period after the circumstances have occurred. The reasonable period is considered to be at least 14 days.

- 10.3 If the performance can be carried out within a reasonable period the failure is not permanent and neither Bart at Work, nor the client can terminate the Agreement. The obligation of Bart at Work to perform is suspended without Bart at Work being obliged towards the Client to pay any damage compensation or advantage allowance.
- 10.4 Bart at Work is always entitled to claim payment for the work or disbursements that have been carried out in the performance of the agreement or have become payable before the circumstances causing the force majeure occurred.

Article 11: Confidentiality

- 11.1 Parties guarantee the confidentiality of all data received from the other party of which one knows or should know that this has a confidential nature, unless a legal obligation requires disclosure of this data. In any case Data is considered as confidential if this is marked as such by any of the parties.
- 11.2 Parties are not entitled to use data made available by the other party for a purpose other than for which this data was obtained.

Article 12: Intellectual property

- 12.1 The execution of the agreement by Bart at Work does not entail the transfer of the intellectual property rights of Bart at Work. All Bart at Work intellectual property rights that arise during, or ensue from, the execution of the work belong to Bart at Work. These rights are not transferred, unless the parties agree otherwise in writing.
- 12.2 If the assignment involves the making of a recording or livestream of presentations of third parties, it is up to the client to obtain permission for recording and publication of the speaker(s). The client must be able to demonstrate this in writing to Bart at Work.
- 12.3 The client only obtains the rights of use that are granted with these general terms and conditions. Any other or more far-reaching right of the client is excluded. A right of use accruing to the client is not exclusive and cannot be transferred to third parties.
- 12.4 Bart at Work remains authorized under all circumstances to reproduce and publish the product concerned for its own use. The client acknowledges Bart at Work's right to include production in promotional material, including Bart at Work's portfolio. If the client does not want this, the client can indicate this in writing to Bart at Work.
- 12.5 If the client acts contrary to its contractual obligations, Bart at Work is entitled to temporarily suspend or terminate the granted license to use the production.
- 12.6 Bart at Work is at all times entitled to state or have its name stated or removed at the work and the client is not permitted to publish or reproduce the work without stating the name of Bart at Work without prior permission.
- 12.7 The finished product may not be modified or changed by the Client and may not be provided to third parties for reassembly without the express permission of Bart at Work.

BART AT WORK

Article 13: Quality of the services

- 13.1 The client will check the delivered services immediately after delivery for easily identifiable defects before using it. Services that have been put into use are deemed to comply with the agreement, unless the service turns out to have an invisible defect that is not easy to detect.
- 13.2 Complains about the Service and/or Products never give the right to suspend the payment obligations.
- 13.3 The client must notify Bart at Work in writing of complaints regarding the services provided within 5 days after the client has discovered or should have discovered the defect. The complaint must be described clearly and as accurately as possible.
- 13.4 Unless otherwise agreed, any rights of the client towards Bart at Work, relating to the notification that the service / product does not comply with the agreement, also lapse if:
 - the deadline for notification set above has not been complied with;
 - the client does not / insufficiently cooperate within a reasonable period with regard to an investigation into the merits of the complaints;
 - the client or a third party has made changes after acceptance of the delivery of the service;
 - complaints are made for the first time after a period of more than six months has elapsed since the service was delivered.

Article 14: Liability and indemnities

- 14.1 With the performance of the Agreement Bart at Work will use all care and expertise that can be reasonably expected from Bart at Work. Bart at Work is not liable for damage of whatever nature if it relied on inaccurate and/or incomplete data provided by the client, unless the inaccuracy or incompleteness should be known to Bart at Work.
- 14.2 Bart at Work is not liable for any direct or indirect damage suffered by the client, including consequential damage, that is related to a failure by Bart at Work or by people engaged by Bart at Work in the performance of the agreement, unless this concerns intent and/or gross negligence.
- 14.3 If Bart at Work, with consideration of the aforementioned, can be held liable, this liability is limited to the insured amount that qualifies for payment under the (business) liability insurance of Bart at Work. If the damage is not covered by the insurance or the insurer does not pay out in any case, the liability is limited to maximum twice the invoice amount of the relevant agreement or twice the invoice amount of the total of the last three (3) months, all this always with a maximum of € 5.000.-.
- 14.4 The client is obliged to take damage mitigation measures. Bart at Work has the right to undo and / or limit the damage by repairing and / or improving the work performed.
- 14.5 The Client indemnifies Bart at Work against any liability by third parties for which Bart at Work is not liable under the foregoing.
- 14.6 The client indemnifies Bart at Work against all third-party claims arising from infringement of intellectual property rights claimed by those third parties with regard to material of any kind supplied by the client. Parties will immediately and fully inform each other about such third-party claims.
- 14.7 The burden of proof related to any alleged liability of Bart at Work lies with the client. The client accepts this burden of proof.
- 14.8 Unless otherwise agreed, the client is responsible for correctly reporting and accounting for the use of rights-bearing images, sound and / or text. For example to bodies such as BUMA / STEMRA, SENA, Stichting ThuisKopie, BREIN and / or similar.
- 14.9 Unless otherwise agreed, the client is responsible for paying legally determined fees for rights-bearing images, sound and / or text. For example to bodies such as BUMA / STEMRA, SENA, Stichting ThuisKopie, BREIN and / or similar.
- 14.10 Bart at Work is not liable for loss or damage to material supplied by the client unless there is intent or gross negligence on the part of Bart at Work.

Article 15: Termination and cancellation of the agreement

- 15.1 In all cases whereby Bart at Work terminates an agreement with the Client by written notice, the client is obliged to compensate Bart at Work for all damages, costs and loss of profit and must return to Bart at Work all products already delivered by Bart at Work. The products remain for the risk of the client until Bart at Work has received and approved these.
- 15.2 In case of cancellation of the assignment by the client, all costs incurred by Bart at Work for the assignment - as well as lost profit - are immediately due and payable.

Article 16: Adjustments to the Service

- 16.1 Within each assignment there is a revision moment during which any adjustments or repairs are carried out. The hours for this are included in the Bart at Work quotation in advance. Any additional work does not fall under these calculated works and will be charged on as additional work.
- 16.2 The client is entitled to request a one-off change of the product immediately after the delivery of the product to Bart at Work. In any case, this request must be submitted to Bart at Work within a reasonable period of at least 21 days. If Bart at Work considers this request to be reasonable and justified, Bart at Work will implement the desired change free of charge. If no notification is made within this period, the client will be deemed to agree with the product and any right to change without charge will lapse.
- 16.3 Other desired adjustments can be made on request at the then applicable rates of Bart at Work.

Article 17: Right to suspend

- 17.1 If the client does not correctly or not timely comply with any obligation that arises for him from an agreement concluded with Bart at Work, as well as in case of bankruptcy or receivership or liquidation of the client, the client is legally considered to be in default and Bart at Work has the right, without any notice of default or legal intervention, to suspend the performance of the agreement, till the obligation is met. In case Bart at Work suspends the performance of the agreement or completely or partially terminates the agreement, any claim it has or will have on the client will be due immediately and at once.
- 17.2 The client is obliged to immediately inform Bart at Work if (one of the) circumstances occur(s) as mentioned in article 17.1 or if there is talk of force majeure on which basis the client cannot comply with his obligations towards Bart at Work or cannot provide any information about facts and circumstances that (partly) influence the assessment of a situation that is of interest for Bart at Work.

Article 18: Custody

- 18.1 Bart at Work keeps her recordings for two months after the delivery date. After this period, all files are irretrievably deleted, and it is no longer possible to deliver these files and whatever form to the client.

BART AT WORK

Article 19: Other provisions

- 19.1 If Bart at Work carries out work at the client's location, the client will provide a suitable workplace that meets the statutory Working Conditions standards (Arbo-normen) and other applicable regulations with regard to working conditions. The client must ensure that Bart at Work is in that case provided with work or office space and / or other facilities that, in Bart at Work's opinion, are necessary or useful to execute the agreement and that meet all (legal) requirements to be met.
- 19.2 The client will in any case ensure that the internet is working properly, unless otherwise agreed with the client.
- 19.3 The client will not hire or approach any employees involved with the performance of the work activities, to be employed by the client, whether or not temporarily, directly or indirectly, or either directly or indirectly perform work activities for the benefit of the client, whether or not in employment, during the term of the agreement or any extension thereof and during the 24 months afterwards.
- 19.4 If Bart at Work includes another legal status in its company or there is talk of a merger with another company these General Terms and Conditions will remain applicable on the concluded Agreement(s).

Article 20: Applicable law

- 20.1 All Agreements concluded with Bart at Work or commitments arising from these are exclusively subject to Dutch law.

Article 21: Adjustment

- 21.1 Bart at Work has the right to adjust these general terms and conditions. The adjusted provision(s) come(s) into force at the date indicated on the adjustment decision. On the website of Bart at Works a new version of the general terms and conditions can be read and downloaded after the moment of adjustment.

Article 22: Effective date

- 22.1 These General Terms and Conditions will come into force on 01-06-2020.

Article 23: Correction clause trivialities

- 23.1 If any provision from these general terms and conditions or from the underlying order/agreement may completely or partially be void and/or invalid and/or not enforceable, this due to any legal regulation, court ruling or otherwise, this will not affect the validity of all other provisions of these general terms and conditions or the underlying order/Agreement.
- 23.2 If any provision from these general terms and conditions or from the underlying order/agreement may not be valid for a reason as meant in the previous paragraph, but could be valid if it would have a more limited range or scope, this provision – for the time being – will automatically apply with the most reaching or extensive limited scope or meaning for or in which it is valid.
- 23.3 Without prejudice to the provision in paragraph 2 parties can consult with each other, if desired, in order to replace the void or annulled provisions with new provisions. Whereby these new provisions will relate to the purpose and scope of the void or annulled provisions, as much as possible.

© Bart at Work, 2020