

# AUDVID B.V. - TERMS AND CONDITIONS VERSION 1.0 (JANUARY 2023)

## ARTICLE 1. DEFINITIONS

In these General Conditions the following terms are used in the following sense, unless the nature or intent of the provisions dictates otherwise.

1. Contractor: AudVid BV, the user of these General Terms and Conditions, established in Bergschenhoek, the Netherlands, registered in the Trade Register under number 87849445. Also active under the trade names Verzoeknummer.nl and AskaSong.com.
2. Client: the natural or legal person who has requested the Contractor orally, in writing, via the Contractor's website or in some other way, to provide services.
3. Agreement: any Agreement concluded between the Client and the Contractor, under which the Contractor undertakes, for a price agreed upon, to perform work, provide services and/or supply products for the Client. The Agreement is concluded by means of a written confirmation or by activating a service by registering with an online account.
4. Work/services: all work and services which the Contractor has undertaken to provide to the Client under the Agreement, which may include, but is not limited to, the provision of audio and video technical recordings and services (hereinafter also referred to as 'Productions'), consultancy, editing, maintenance and distribution of Productions, and the organisation of workshops.

5. Written: both traditional written communication and digital communication to be stored on a durable medium, such as e-mail communication.

## ARTICLE 2. GENERAL PROVISIONS

1. These General Terms and Conditions apply to every offer made by the Contractor and every Agreement concluded in the Netherlands and internationally.
2. These General Terms and Conditions also apply to Agreements for the execution of which third parties are involved.
3. By entering into an Agreement, as defined, Client explicitly accepts the General Terms and Conditions of Contractor.
4. The provisions of these General Terms and Conditions may only be deviated from in writing. If and insofar as that which the Parties have expressly agreed in writing deviates from the provisions of these General Terms and Conditions, that which the Parties have expressly agreed in writing shall apply.
5. The annulment or nullity of one or more of the present provisions does not affect the validity of the other stipulations. In such a case the parties are obliged to enter into mutual consultation in order to reach a replacement arrangement in respect of the clause in question. The purpose and purport of the original provision will be taken into account as far as possible.

## ARTICLE 3. OFFER AND FORMATION OF THE AGREEMENT

1. Unless a period for acceptance is stated therein, all offers made by Contractor are without obligation. This offer is valid for 90 days, unless otherwise indicated. Contractor shall only be bound by the offers if the acceptance thereof is confirmed by the Client in writing within the specified period.
2. Obvious errors and mistakes in the Contractor's offer are not binding.
3. The Client cannot derive any rights from an offer by the Contractor that is based on incorrect or incomplete information provided by the Client.
4. An Agreement is established after the Contractor has signed the Agreement or written order confirmation. If the Client's acceptance deviates from the Contractor's offer, the Agreement will not be established in accordance with this deviating acceptance, unless the Contractor indicates otherwise.
5. A compound quotation does not oblige Contractor to fulfil part of the offer at a corresponding part of the quoted price.
6. If the Client concludes the Agreement on behalf of another natural person or legal entity, it shall prove that it is authorized to do so before entering into the Agreement. In addition to this (legal) person, the Client is jointly and severally liable for all obligations arising from that Agreement.

7. Contractor reserves the right to pass on to the Client any costs incurred by Contractor in connection with any offer and/or Agreement. The Client declares that it is willing to reimburse the Contractor in full for these costs if they exceed an amount of € 50.

#### **ARTICLE 4. TIME LIMITS AND THIRD PARTIES**

1. If and to the extent that the Contractor, in the course of its business, becomes involved in Agreements concluded between the Client and third parties, the Contractor is not a party to those Agreements and the Contractor accepts no liability whatsoever for damage in connection with shortcomings attributable to those third parties.
2. All mentioned execution and (completion) delivery terms are at all times indicative, non-fatal terms. The Contractor will not be in default until the Client has given the Contractor written notice of default, which notice of default must specify a reasonable period within which the Contractor can still perform the Agreement and performance has still not been achieved after the expiry of the latter period.
3. Execution and delivery periods do not commence until the Contractor has received all the information required for the delivery and execution of the Agreement from the Client and has confirmed this receipt in writing to the Client.

#### **ARTICLE 5. AMENDMENT OF THE AGREEMENT AND ADDITIONAL WORK**

1. If during the execution of the Agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the Parties will amend the Agreement accordingly in good time and in mutual consultation. If the Parties fail to reach Agreement in this respect, the Client declares to the Contractor that it will pay its invoice for the work performed and/or deliveries made in full within the term set by the Contractor.
2. If the nature, scope or content of the Agreement is changed qualitatively and / or quantitatively at the request of the Client, this may have consequences for what was originally agreed. The Contractor will give the Client as much advance notice as possible and implement the changes after the Client has declared in writing that he is willing to pay the new price or additional costs specified.
3. All additions or changes desired by the Client to the agreed price are for the Client's account. The desired changes will be carried out by Contractor after Client has accepted in writing the new pricing provided by Contractor.
4. During mutual consultation about changes in the order desired by the Client, the Contractor will inform the Client as accurately as possible about the consequences for the time of execution. The parties will initial this statement for approval and/or confirm it in writing.
5. If the Agreement is amended or supplemented, Contractor shall be entitled to execute it only after the Client has

agreed to the adjusted price and other conditions.

6. If the amendment or supplement to the Agreement desired by the Client has financial and / or qualitative consequences, the Contractor will inform the Client on time.
7. If, after the conclusion of the Agreement, cost price increasing circumstances arise or come to light which can be attributed to the Client on the basis of incorrect data provided to the Contractor, the additional costs will be borne by the Client, unless the Contractor should have discovered the inaccuracy of the data provided by the Client before fixing the price. The Contracted Party will inform the Client on time of the need to pass on the costs referred to here.
8. Without being in default, the Contractor may refuse a request to amend the Agreement if compliance with the amended Agreement cannot reasonably be required of him.
9. Agreements for additional work shall, subject to the provisions of the rest of this article, take place in consultation and shall be laid down in writing only.

#### **ARTICLE 6. CANCELLATION OF AGREEMENTS**

1. In the event of full or partial cancellation of services or work, the Client must notify Contractor thereof in writing and shall be obliged to reimburse Contractor for all expenses reasonably incurred and still to be incurred with a view to the performance of the Agreement, plus

Contractor's fee in proportion to the part of the Agreement already performed, without prejudice to Contractor's right to claim compensation for loss of profit and for other losses resulting from the cancellation.

2. If the Client cancels all or part of the Agreement, he will owe cancellation costs in accordance with the following schedule: a. cancellation of the Agreement free of charge is possible until the 10th calendar day before the day on which the service is to commence; b. in the event of later cancellation: 50% of the agreed amount.
3. Insofar as the Agreement provides for the purchase of goods or designs, the Client shall owe the full agreed (purchase) price if the order is cancelled.

#### **ARTICLE 7. GENERAL PROVISIONS**

1. The Contractor will perform the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. However, the Contractor is only bound by an obligation to perform to the best of its ability and can never guarantee the results that the Client intended to achieve when entering into the Agreement.
2. The Contractor shall always be entitled to have the Agreement performed by third parties under the responsibility of the Contractor.
3. If the Contractor believes that additional information is required for the proper performance of the Agreement, he will notify the Client, who will always be obliged to make all relevant

information available to the Contractor as soon as required for the performance of the Agreement, in the manner prescribed by the Contractor. Furthermore, the Client must always provide the Contractor with all the cooperation required for the performance of the Agreement. The Client shall take all reasonable measures to optimize the performance of the Agreement. The Contractor is never liable for damage resulting from incorrect or incomplete information provided by the Client. If the data required for the fulfilment of the Agreement are not provided to the Contractor on time, the Contractor is entitled to suspend the fulfilment of the Agreement and/or to charge the Client the additional costs resulting from the delay in accordance with the customary rates, which the Client undertakes to pay by signing the Agreement.

4. The Client is obliged to inform the Contractor as soon as possible of all facts and circumstances which may or may not come to light after the Agreement has been concluded and of which it is reasonably known that those facts or circumstances could affect the timely and/or proper performance of the Agreement.
5. In performing the Agreement, the Client and all those on its side must follow the Contractor's instructions and observe its house rules. In the event of non-compliance with those instructions and/or company rules, the Contractor will be entitled to suspend the fulfilment of the Agreement and/or to charge the Client the extra costs resulting from

the delay in accordance with the customary rates, which the Client declares, by signing the Agreement, to pay upon the Contractor's first demand.

#### **ARTICLE 8. AUDIO AND VIDEO SERVICES**

1. Contractor will produce technically sound Productions in accordance with the Client's specification. The Contractor will supply a sound recording to the Client as ".wav" files of 44.1 kHz, 16 bit. Contractor delivers a video recording to Client as MP4. Other services (such as live online broadcasting or streaming) will be specified per order in the offer of Contractor. If delivery is to take place in a different manner, the Client must notify the Contractor before the first recording.
2. Unless otherwise agreed, the Contractor's activities do not include applying for (music) licenses, checking compliance with statutory or quality standards and/or conducting research into the possibility of legal forms of protection for the Client.
3. Before proceeding to produce, reproduce or publish a sound recording, the Parties must give each other the opportunity to check and approve the final recordings of the project. If the Contractor is to give orders or instructions to production companies or other third parties, whether or not in the name of the Client, the Client must, at the Contractor's request, confirm its approval as stated above in writing.
4. The Contractor provides standard (inter)national distribution of Productions

via appropriate platforms. The Contractor shall receive an up-to-date overview thereof periodically. For specific distribution requirements, the parties will consult with each other.

## **ARTICLE 9. SERVICE ON LOCATION**

1. Any delivery and placement of supplies and equipment to perform work on site will take place at the pre-agreed address as described in the confirmation email.
2. Where applicable, Client is obliged to ensure safe storage of supplies and equipment.
3. If in the framework of the Agreement, AudVid or third parties engaged by AudVid carry out activities at the client's premises or at a location designated by the client, the client shall ensure the facilities reasonably required by those employees free of charge.
4. Delivery times will be determined in advance by the Contractor and will be communicated to the Client, which must confirm these in writing.
5. All costs for damage to or insurance of equipment used on location shall be borne by the Client.
6. If the Client wishes a Workshop to take place partly or entirely outdoors, the Client shall provide a proper roof to protect the Instruments from the effects of the weather. The Client must also provide an alternative, nearby indoor space that is available in case of bad weather. The Client and AudVid shall

discuss when these indoor spaces should be used, whereby AudVid has a decisive vote. Damage to the instruments due to weather conditions must be compensated by the Client.

7. If necessary, the Client shall ensure that the necessary permits are obtained for the holding of the event and the associated noise pollution.
8. If necessary, the client shall ensure payment of monies to copyright organizations for the music played in public during an event.

## **ARTICLE 10. DEFECTS AND COMPLAINT PERIODS**

1. Upon delivery of the products or completion of the work, the Client is obliged to check immediately whether the nature and quantity of the products or work delivered are in accordance with the Agreement.
2. If, in the opinion of the Client, the delivered goods do not comply with the Agreement, the Client must immediately report this orally or by email to the Contractor.
3. If a defect could not reasonably have been visible at the time of delivery or completion, Client must notify Contractor of this in writing within seven days of discovering the defect or, in any case, of discovering it within reason.
4. Within 14 days of receipt by Contractor of the warranty claim, Client shall enable Contractor to examine the case in question.
5. If the above-mentioned periods are exceeded, all claims against Contractor regarding the defects in

question will lapse. Legal actions in this respect must be instituted within 1 year after the timely claim under penalty of expiry.

6. Even if the Client complains in time, the Client's obligation to pay and further fulfil the Agreement shall remain in force.
7. Without prejudice to the restrictions set out below, the Contractor guarantees both the soundness of the product it supplies and the quality of the materials used and/or supplied for it under normal conditions of use, for a period of 12 months after delivery, with the exception of all Products and/or parts procured by the Contractor from third parties, for which the Contractor provides the same guarantee as that received by the Contractor from its supplier, subject to a maximum of 12 months.

## **ARTICLE 11. FORCE MAJEURE**

1. The Contractor is entitled to suspend the performance of the Agreement or to terminate the Agreement in whole or in part without judicial intervention and without being liable to pay any compensation to the Client or third parties if and to the extent that he is prevented from performing or continuing to perform the Agreement as a result of force majeure, without the Client being entitled to claim any compensation. Contractor shall notify Client as soon as possible of the force majeure situation.
2. Force majeure shall mean any circumstance which cannot be attributed to the Contractor by law or according to generally accepted practice, such as

- war, threat of war, riots or other public order disturbances, strikes, occupation, blockades, government measures, failure of means of communication such as telephony and the Internet, natural disasters, bad weather, lightning strikes, floods and fire.
3. If the force majeure situation makes compliance with the Agreement permanently impossible, the Parties shall be entitled to dissolve the Agreement in respect of that part to which the force majeure relates, without the other Party being entitled to claim any form of compensation.
  4. For performances already delivered and possibly yet to be delivered, the Client shall owe the agreed price, even in the event of force majeure, unless these performances have no independent value.

## **ARTICLE 12. SUSPENSION AND DISSOLUTION**

1. If justified by the circumstances, the Contractor is entitled, without notice of default or judicial intervention being required, to suspend the fulfilment of the Agreement or to dissolve the Agreement in full or in part with immediate effect if and insofar as the Client fails to fulfil its obligations under the Agreement or fails to do so on time or in full, or if, after the Agreement has been concluded, the Contractor learns of circumstances that give it good reason to fear that the Client will fail to fulfil its obligations, without the Contractor being liable to pay any compensation and without prejudice to its other rights.

2. If the Client applies for a suspension of payment or is in a state of bankruptcy, has its goods seized or otherwise cannot freely dispose of its assets, Contractor shall be entitled to terminate the Agreement with immediate effect, unless the Client has already provided sufficient security for the payment(s).
3. Furthermore, the Contractor shall be entitled to dissolve the Agreement if and insofar as circumstances arise of such a nature that performance of the Agreement is impossible or cannot reasonably be required of him to maintain it unaltered.
4. The Client shall never claim any form of compensation in connection with the right of suspension or termination exercised by Contractor under this article.
5. In so far as this can be attributed to it, the Client will be obliged to compensate the Contractor for any loss suffered as a result of the suspension or termination of the Agreement.
6. If the Contractor dissolves the Agreement on the basis of this article, all claims against the Client shall become immediately due and payable.

## **ARTICLE 13. TARIFFS**

1. Unless explicitly stated otherwise, all prices quoted by Contractor are exclusive of VAT and other government levies and, in case of delivery of products, any delivery costs thereof. Furthermore, the agreed prices do not include the costs of transport and travel where applicable.

2. If after the conclusion of the Agreement increases occur in VAT rates or other government levies, the Contractor is entitled to change the agreed prices accordingly.
3. The Contractor is entitled to pass on to the Client any price increases of cost-determining factors that become apparent after the Agreement has been concluded, but before it is completed.
4. Contractor shall always be entitled to demand full or partial prepayment of the agreed price. Contractor shall not be obliged to perform or further perform the Agreement until the relevant advance payment has been made in full.

## **ARTICLE 14. INVOICING AND PAYMENT**

1. Payments must be made within the period stated on the invoice, in the manner prescribed by Contractor.
2. Unless agreed otherwise in writing, payment must be made in the manner indicated by Contractor within 21 days of the invoice date, without setoff on any account whatsoever.
3. If payment is not made on time, the Client shall be in default by operation of law. From the day that the Client is in default, the Client shall owe interest on the outstanding amount of 2% per month, whereby part of a month shall be regarded as a full month.
4. If the Client fails to settle the claim, the claim may be handed over to a collection agency, in which case the Client shall, in addition to the

total amount then due, also be obliged to pay in full all reasonable costs, both judicial, extrajudicial and execution costs, including all costs calculated by external experts in addition to the costs established in court, relating to the collection of this claim or the exercise of justice otherwise, the amount of which shall be set at a minimum of 15% of the total amount, with a minimum of EUR 75, plus VAT.

5. Payments made by the Client shall always first serve to pay all interest and costs due and subsequently due and payable invoices which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
6. If and insofar as, according to the Client, there are defects in a service or product that has been delivered, he is not entitled to refuse payment or to suspend his payment obligation with regard to Work or Products from the same shipment or delivery in respect of which no complaints have been made.
7. At the Contractor's first request, the Client is obliged to immediately furnish security in the form desired by the Contractor and, if necessary, to supplement this security for all the Client's obligations. As long as the Client fails to do so, Contractor shall be entitled to suspend its obligations.

## **ARTICLE 15. LIABILITY AND INDEMNIFICATION**

1. The Contractor's liability is limited to performance of the agreed Work and/or delivery of Productions.

2. Barring gross culpability on the part of the Contractor, the applicability of the statutory provisions regarding product liability as established for the implementation of the relevant EU Directive, and barring the provisions in paragraph 1, all liability of the Contractor, such as for (but not limited to) trading loss, other indirect loss (including consequential loss) and loss resulting from liability towards third parties, is excluded. This exclusion will not be invoked if such invocation would, where appropriate, lead to a result that would be unacceptable to the Contractor by standards of reasonableness and fairness.
3. Without prejudice to the provisions in the rest of these General Terms and Conditions, the Contracted Party will not be liable for loss or damage in connection with or caused by: a. loss or damage sustained by the Client or third parties that is the result of the provision of incorrect and/or incomplete data and/or information by the Client to the Contracted Party or is otherwise the result of an act and/or omission on the part of the Client; b. the performance of the locations recommended and/or mediated by the Contracted Party at the Client's request; c. misunderstandings or errors with regard to the performance of the Agreement if these misunderstandings or errors with regard to the performance of the Agreement if these are the result of, or caused by, acts of the Client, such as any failure to supply complete, sound and clear information and/or materials on time or

at all; d. a defect in an item of property of the Client on which the work is performed, unless the Contracted Party is aware of this defect; e. errors on the part of third parties engaged by or on behalf of the Client; f. defects in offers made by suppliers or third parties that are not in errors in quotations from suppliers or for exceeding quotations from suppliers; g. errors in the recordings, compositions or text/data if Client has given his approval, or has been given the opportunity to perform an inspection and has indicated that he does not need such an inspection or has waived it without notification; h. errors in the recordings, compositions or the text/data if the Client has not performed or had performed a certain demo or test and these errors would have been noticeable in such demo or test; i. linguistic, textual or grammatical errors; j. any other failure in the fulfilment of the Client's obligations under the law, the Agreement or these General Terms and Conditions; k. any other circumstance which cannot be attributed to the Contractor. If the aforementioned errors have made it difficult or impossible for Contractor to fulfil the Agreement, the Client is obliged to pay the total amount of the offer or the invoice immediately and in full.

4. Advice is compiled and provided to the best of our knowledge and ability, but does not guarantee the Client that these recommendations can be acted upon unconditionally. The Client is responsible for any acts and omissions on its part or on the part of third parties engaged by it as a

result of the advice provided by Contractor. Any liability of Contractor in this respect is excluded, barring intent and willful recklessness on its part.

5. Without prejudice to the provisions in the rest of these General Terms and Conditions, the Contractor's liability for remediable shortcomings will not exist until the Client has given the Contractor the opportunity to remedy such damage, failing which the Contractor will have no liability whatsoever in this respect.
6. Furthermore, the Contractor bears no liability for damage for which the manufacturer of the products is liable under the statutory product liability regulations. By signing the Agreement, Client receives the irrevocable right to hold the relevant manufacturer liable.
7. Contractor shall never be liable for indirect damage, including losses suffered, loss of profit and damage resulting from business interruption. If, despite the provisions of these General Terms and Conditions, Contractor is still liable, Contractor can only be held liable for direct loss. Direct damage will include only: a. reasonable costs incurred to establish the cause and extent of the damage, to the extent that such establishment relates to damage that qualifies for compensation under these General Terms and Conditions; b. any reasonable costs incurred to have the Contractor's defective performance conform to the Agreement, to the extent that such costs can be attributed to the Contractor; c. reasonable costs incurred to prevent or

limit the damage, to the extent that the Client demonstrates that such costs have led to a limitation of the damage that qualifies for compensation under these General Terms and Conditions.

8. The limitation period for all claims and defenses against the Contractor is 1 year.
9. Except in the event of intent or willful recklessness on Contractor's part, the Client will indemnify Contractor against all claims by third parties, on whatever account, including the Client's employees, relating to compensation for damage, penalties, costs or interest in connection with matters, rights, information and the performance of the Agreement by or on behalf of Contractor, as well as the use of the products supplied by Contractor and the Services and advice provided, all of this subject to the statutory provisions.
10. Nor is Contractor liable for: a. infringement of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the Client; b. damage or loss, through whatever cause, of raw materials, semi-finished products, models, tools and other items made available by the Client, unless this is due to intent or gross negligence on the part of Contractor
11. If the Contractor provides help and assistance - of whatever kind - during the assembly of the Products, without having received an order for such assembly, this shall take place at the risk of the Client.

12. Contractor is not responsible for the usability of Products for the Client, nor for any damage caused by the use of Products, if Products are used by the Client in a different manner or for a different application than stated in the product specifications.

13. The Contractor is not liable for any advice provided or to be provided, unless it has been or will be the subject of a written (advisory) Agreement if and to the extent that such Agreement provides for liability on the part of the Contractor.

## **ARTICLE 16. INTELLECTUAL PROPERTY AND USE**

1. All intellectual property rights arising from the Agreement - including trademark rights and copyright - will accrue to the Contractor. In so far as such a right can only be obtained by means of a deposit or registration, the Contracted Party will be exclusively authorized to do so, unless otherwise agreed. The above also applies in the event that the Contracted Party creates Products especially for the Client and the Client has paid the Contracted Party for these Products.
2. All documents, recordings, compositions, advice, drawings, schedules, illustrations, models, sketches, design proposals, presentations, product specifications, descriptions, reports and working methods and other materials or (electronic) files provided by Contractor to the Client are intended solely for the Client's use and may not be reproduced, duplicated, made public and/or made available to third parties in

any other way without Contractor's prior consent.

3. Contractor also reserves the right to use the knowledge acquired during the performance of the work for other purposes, to the extent that no confidential information originating from the Client is disclosed to third parties.
4. The created works commissioned by Client may be used by Contractor for advertising and promotional purposes in any form.

#### **ARTICLE 17. CONFIDENTIALITY AND USE OF CUSTOMER DATA**

1. The parties undertake, both in the pre-contractual phase, including the offer phase, during the Agreement and after termination of the Agreement, to keep confidential all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if the other party has indicated so or if this arises from the nature of the information.
2. The data of the Client will be treated confidentially by Contractor.
3. The Client's data can be used by the Contractor, in accordance with applicable laws and regulations, for purposes of promotion of services by AudVid, direct marketing and commercial purposes of third parties.

#### **ARTICLE 18. FINAL PROVISIONS**

1. All Agreements and all legal relationships arising therefrom between the Parties shall be governed exclusively by Dutch law.
2. Before resorting to the courts, the Parties are obliged to make every effort to settle the dispute in mutual consultation.
3. Only the competent court in the district of the Contractor's place of business is designated to take cognizance of legal disputes.
4. The Dutch version of these provisions shall always be decisive for the interpretation thereof.
5. The General Terms and Conditions have also been filed with the Dutch Chamber of Commerce and can be viewed on AudVid BV's website.

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