

GENERAL TERMS AND CONDITIONS OF FUSE B.V.

1. Scope of these General Conditions

- (1) These General Conditions apply to all offers from, and all orders placed with, Fuse B.V., or any of its subsidiaries or group companies, hereinafter jointly referred to in the singular as 'FUSE', and to all relevant contracts with FUSE. The party with which FUSE enters into any legal relationship in this context is hereinafter referred to as 'the Customer'.
- (2) These General Conditions also govern all obligations derived from subsequent contracts between FUSE and the Customer or negotiations for such contracts.
- (3) The application of the general conditions of the Customer is hereby expressly excluded.
- (4) The Customer can only rely on any provision that contradicts these General Conditions if and insofar as such provision has been accepted in writing by FUSE.

2. Definitions

- (1) The following terms used in these General Conditions are defined as follows unless in the context any other meaning is clearly intended:

Services : the work to be carried out by FUSE for the Customer in the field of communications, public relations and/or marketing – or any other field – in the form of advice and consultancy work, supply of information, collation of data, strategic management, research, organisational management, and the planning and carrying out of (draft/plan) press contact and event organisation – or otherwise – as further detailed and delineated in a confirmation of order.

Work : products created/supplied by FUSE in the carrying out of the Services, inclusive but not limited to detailed ideas, formats, plans, concepts, documents, sketches, texts, presentations, art work, events and designs.

Continuous Services : The Services specified in the confirmation of order that FUSE will undertake on a continuous basis throughout the Term in return for payment.

Additional Services : The additional services that FUSE will perform during or after the Term alongside the Continuous Services, which are charged at the agreed hourly rate at that time.

Term : the agreed term specified in the confirmation of order.

Territory : the agreed territory specified in the confirmation of order. If the confirmation of order does not specify any territory, then the territory is deemed to be limited to the Netherlands.

3. Creation of a contract

- (1) Any offer made by FUSE is subject to contract.
- (2) A contract is only created once an authorised employee of FUSE – as indicated by the trade register of the Netherlands Chamber of Commerce – confirms in writing acceptance of an offer or of an agreement, or if FUSE commences performance of an agreement. No oral promise or agreement by or with its personnel will bind FUSE until and insofar as it is confirmed by FUSE in writing.
- (3) An order placed by the Customer without there being any prior offer is binding upon the Customer and will be charged, once it has been accepted by FUSE, on the basis of the then current hourly rate.
- (4) FUSE is not obliged to supply Services before receipt of a signed confirmation of order.

4. Content and performance of a contract

- (1) All obligations upon FUSE are best endeavours obligations. FUSE shall use its best endeavours to perform the contract.
- (2) All Services shall be supplied and performed by FUSE in close consultation with the Customer.
- (3) Changes or additions to the contract are only binding for Fuse once they have been accepted in writing.
- (4) FUSE shall perform the Services professionally and properly in line with current practice applying in the field to which the Services relate, and is entitled to engage any third party or to carry out part-performance in achieving these aims.
- (5) If it is specifically agreed in writing, then FUSE shall follow the instructions of the Customer properly and in good time in performing the contract. FUSE is not obliged to follow instructions that alter or add to the content or scope of the contract; if such instructions are followed, however, then such work shall be regarded as Additional Services.
- (6) Unless agreed in writing, the instructions shall not include any work by FUSE or obligations on the part of FUSE concerning the support, maintenance, renewal or improvement of Services already delivered outside the Term or going beyond the description contained in the confirmation of order, except as can reasonably be required of FUSE with regard to the initial use by the Customer of the work supplied. Such work shall be regarded as Additional Services.

5. Obligations on the part of the Customer

- (1) The Customer undertakes to supply FUSE with all necessary information and materials in time, in the correct format, and of the correct quality and extent as is required for the purpose. If the Customer wishes to receive support from FUSE in this regard, then FUSE shall provide the Customer, as far as possible, with such advice and support.
- (2) Texts, documents, concepts and designs requiring the approval of the Customer must be approved, rejected or returned to FUSE with a request for changes as soon as possible and in any event within three working days after receipt.

6. Costs

- (1) Costs charged by third parties engaged by FUSE in connection with the provision of the Services shall, after approval by the Customer, be separately charged by FUSE to the Customer. Such invoices sent by FUSE to the Customer must be paid by the Customer within 14 days of the invoice date.
- (2) Any costs relating to the taking out of insurance or application for licences (required) for the performance of the work / Services (e.g. as may be mandatory for the organisation of an event) are regarded as Additional Costs, and are chargeable to the Customer after the Customer's approval.

7. Payment

- (1) All payments, prices, (hourly) rates and disbursements are subject to statutory VAT.
- (2) If, for reasons of efficiency, FUSE decides to invoice for Continuous Services, Additional Services and any third-party costs on the same invoice, they shall be specified on the invoice accordingly.
- (3) The Customer must pay within the agreed payment term, or in the absence of such term, within the term specified on the invoice. If no payment term has been agreed or specified, the Customer shall pay within 14 days of the invoice date.
- (4) Payment shall be made in full without any discount or set-off. The Customer may not set off against payment, or suspend payment, in respect of any (alleged) claim against FUSE.
- (5) FUSE may always invoice the Customer on an interim basis or on the basis of advance payments, or require the Customer to provide security for its payment obligations.
- (6) If the Customer fails to pay or fails to pay on time, it is liable for enforcement costs, being all costs reasonably incurred by FUSE in enforcing payment of the

invoice or to file proceedings for compliance, including any costs incurred in instructing a representative in the case. The enforcement costs shall be at least 15% of the Customer's liability, being not less than EUR 500 (five hundred euro).

8. User rights and intellectual property rights

- (1) If in the provision of the Services FUSE creates Work to which FUSE, or any third party it has engaged, could claim rights, then the intellectual or industrial property rights to the Work accrue exclusively to FUSE and/or to any third party it has engaged.
- (2) The Customer only acquires the right to use the Work during the Term of the contract, having regard to the conditions and restrictions of the confirmation of order and these General Conditions, except where agreed otherwise in writing.
- (3) In the absence of further specification, the user right is always restricted to the minimum use that, having regard to the nature and purpose of the agreement between the parties, flows directly from such nature and purpose. User rights are non-exclusive and non-transferrable, unless agreed otherwise in writing.
- (4) The Customer cannot change or add to the Work without the consent of FUSE; FUSE may not refuse such consent without reasonable grounds.
- (5) The Customer acquires a user right only on the suspensive condition that it will comply with its contractual obligations, including the obligation to make payments on time. If the parties are agreed that the Customer may exercise its user right before it has met all its obligations, such consent to this earlier use of the Work may be suspended or terminated – as FUSE may decide – in the event of failure by the Customer to meet its obligations on time and in full. In such a case, the Customer must immediately cease use of the Work, without prejudice to other rights that may be exercised by FUSE by law or under these General Conditions.
- (6) If in its contract with FUSE, the Customer supplies brands, logos, documentation and other material to FUSE, the Customer grants FUSE a licence to use (and process), copy and publish such materials for the Term of the contract. The Customer guarantees FUSE that it has authority to supply the said materials, that their use by FUSE will not infringe any third-party rights, and indemnifies FUSE against any damages and costs claimed by any third party resulting from the use of the said materials.
- (7) FUSE is entitled to use, refer to, publish and copy the materials referred to in section 6 above, on its website and in press releases only for the purposes of promoting itself. This provision shall remain in force after termination of the contract and the co-operation between the parties.

9. Confidentiality and reputation

- (1) No confidential information about FUSE that comes to the knowledge of the Customer (and vice versa) through the (performance of) the contract or other legal relationship created between the parties may be disclosed in any way by the Customer (or FUSE) to any third party. This provision shall remain in force after termination of the contract and the co-operation between the parties.
- (2) 'Confidential information' includes all information that is known to be, or could reasonably be regarded as being, of a confidential nature. Information is not confidential if it was generally known and easily accessible at the time it was obtained by the Customer or if such information subsequently became generally known and easily accessible otherwise than as a result of any breach by the Customer.
- (3) For the purposes of promoting itself, FUSE is entitled to disclose that the Customer has, or had, a contract with FUSE, as well as to disclose the general scope of the co-operation thereby established. In the event of any doubt as to the exercise of this right, FUSE shall consult the Customer.
- (4) The parties shall both refrain from any conduct or making any comments as a result of which the good name of either party or the Services could possibly be brought into discredit. This provision shall remain in force after termination of the contract and the co-operation between the parties.



10. Liability

- (1) FUSE is not liable for any failure to comply with any Term specified or otherwise accepted by FUSE if such is the result of any act or omission on the part of the Customer.
- (2) Any liability on the part of FUSE shall not exceed the sum that FUSE received, or would have received, for the Services supplied, with the proviso that in the case of a contract for a period in excess of three months, its maximum liability is fixed at the sum owed or the sum paid to FUSE during the three months preceding the event creating liability.
- (3) Liability is at all times restricted to any direct loss suffered by the Customer. 'Direct loss' includes only the out-of-pocket expenses necessarily incurred by the Customer in the context of the event causing the loss. 'Direct loss' excludes loss of goodwill, (future) turnover or profit, third-party claims for loss other than direct loss, the working hours of employees, and suchlike.

11. Force majeure

- (1) 'Force majeure' includes situations in which FUSE is unable to meet any obligation to the Customer due to any outside cause, whether or not foreseen, in respect of which FUSE is unable to exercise any influence, including, but not limited to, a cause:
 - (a) resulting from the serious illness or absence of employees or absence of software, hardware or facilities that are crucial for the performance of the contract; or
 - (b) resulting from defects to goods, hardware, software or materials of third parties the use of which by FUSE has been prescribed by the Customer; or
 - (c) resulting from strikes, revolt, government measures, fire, natural disasters, floods, risk of war, etc.; or
 - (d) not for which it can be blamed, or for which it is not responsible by virtue of the law or commonly accepted principles;in which cases FUSE has no liability to compensate and either party is entitled to terminate the contract if the situation of force majeure continues for a period in excess of three months.
- (2) Even if FUSE is already in breach, a claim of force majeure avoids the liability of FUSE to compensate the Customer.
- (3) Notwithstanding the above provisions, FUSE shall take every possible step to comply properly with all its contractual obligations in accordance with the provisions of Article 4 of these General Conditions. If at the time of the force majeure FUSE is able to part-perform, or has already part-performed, the contract, then it is entitled to perform such parts of the contract and to invoice separately for them as though they constituted a separate contract.

12. Termination

- (1) The parties shall regularly evaluate the Services and their co-operation. No later than two months before the end of the Term, the Customer shall indicate whether it wishes to extend the contract beyond the end of the Term.
- (2) Notice of termination must always be in writing. Termination of a contract by the Customer requires a court order.
- (3) If a contract is entered into for a Term, the contract will automatically end at the end of the Term. In such a case it is not possible to terminate a contract before the end of the Term, unless this is specifically allowed by these General Conditions. The provisions of Book 7 Article 408 of the Dutch Civil Code are hereby excluded.
- (4) If work or a contract is not specified to be for a Term, or if due to its nature or content it has no finite end, and is thus entered into for an indefinite period, it may be terminated in writing by either party subject to proper consultation with, and giving reasons to, the other party. If no specific notice period has been agreed between the parties, the notice period must be a reasonable period of at least two months, or three months if the contract at the time of notice of termination has continued for longer than one year.
- (5) If FUSE has reason to doubt the ability of the Customer to meet its contractual payment obligations, or if the Customer is in breach of its payment obligations,



then FUSE has the option to terminate the contract without the need for a court order if the Customer, having been allowed a further period of 14 days in which to comply, remains in breach. In such a case, FUSE is entitled to payment for the costs and man hours it has incurred up to that time, without prejudice to its right to claim compensation for its other loss.

- (6) Without prejudice to the other rights of the parties under the law or this agreement, either party can terminate this agreement without the requirement for notice of default or court order, if:
 - (a) The other party is declared insolvent;
 - (b) The other party seeks or is granted a moratorium;
 - (c) The other party loses control over all or a substantial part of its assets due to an attachment order or otherwise, and such attachment order is not lifted within two weeks;
- (7) In the event of termination, the sums owed to FUSE become immediately due and payable and the user rights are terminated.
- (8) In the event of termination, for whatever reason, each party must return to the other within six weeks all documents and other items it received from the other for the purposes of performance of the contract in respect of which no rights were transferred.

13. Business contacts clause

All third parties engaged by FUSE for the performance of a contract or the Services or Work and which at such time cannot be established to have a business relationship with the Customer, are deemed to be business contacts of FUSE. During the Term, and for a period of two years thereafter, the Customer is not permitted to directly approach, or hire the services of, any business contacts of FUSE in the widest interpretation of these terms. This means, for example, that the Customer is not permitted to work, directly or otherwise, with FUSE's business contacts without the prior written consent of FUSE. If the Customer acts in breach of this provision, it shall be liable to immediately pay FUSE a penalty of EUR 20,000 (twenty thousand euro) for each business contact approached, without prejudice to the right of FUSE to claim compensation.

14. Other provisions

- (1) In the event that any provisions of these General Conditions is in conflict with, or departs from the provisions of the confirmation of order then the provisions of the confirmation of order shall take precedence.
- (2) If any provision of these General Conditions is invalid, unenforceable, void, or is avoided, then the other provisions shall remain in force and the parties shall replace the provision in question with a provision that is as close as possible to the old provision.
- (3) These General Conditions and the legal relationship between FUSE and the Customer are governed exclusively by Dutch law.
- (4) The parties shall submit any dispute arising from the legal relationship described in the previous section to the court with appropriate jurisdiction in Amsterdam.

