

**GENERAL TERMS AND CONDITIONS OF
CICERO PRODUCTIONS V.O.F. ESTABLISHED IN VUGHT, THE NETHERLANDS.**

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**The general partnership CICERO PRODUCTIONS V.O.F.
(hereinafter referred to as 'CICERO') is listed in the Business Register at the
Chamber of Commerce and Industry in
's-Hertogenbosch (NL), under number 53120159.**

1 Applicability

- 1.1 These general terms and conditions apply to all offers by CICERO to the Customer and agreements between CICERO and the Customer in relation to the delivery of goods, Works and/or Services, as well as the granting of certain (user) rights by CICERO to the Customer.
- 1.2 Deviations from these general terms and conditions only apply if and insofar as explicitly agreed in writing. Deviations only relate to the agreement for which they have been made.
- 1.3 General purchasing conditions and/or other general terms and conditions of the Customer are not applicable to the legal relationship between the Customer and CICERO and are hereby explicitly rejected.

2 Definitions

Unless the context shows otherwise, the following terms will have the meanings referred to:

- Services: The services to be provided by CICERO, as described in more detail in the Agreement.
- Intellectual Property: Patent rights, copyrights, trademark rights, drawing and model rights, database rights and/or other (intellectual property) rights, or other rights on products, as well as - patentable or otherwise - technical and/or commercial know-how, methods and concepts.
- Customer: The party contracting with CICERO in offers, agreements and resulting commitments.
- Agreement: The written or verbal agreement - including those agreements which have come about by electronic means - between CICERO and the Customer which record or stipulate the mutual rights and obligations relating to the goods and/or Services to be delivered by CICERO to the Customer.

Confidential Information: Any verbal or written information provided by one of the parties with regard to which it is immediately clear that this information is confidential, as well as any such information which the party in question indicates should be treated as confidential.

Work(s): The works created by CICERO within the framework of the Agreement entered into between the parties, such as copy, typesetting, draft drawings, models, prototypes, texts, folders, advertisements, art work, mood boards, printed matter, moulds, working and detailed drawings, computer software, data files, websites, banners, photographic recordings, lithographs, films and similar production and ancillary resources.

3 Offers and formation of agreements

- 3.1 All offers made by CICERO are valid for 30 days and are entirely without obligation. CICERO reserves the right to revoke the offer it has made within seven (7) days after acceptance.
- 3.2 If, upon acceptance, the offer made by CICERO is deviated from, this acceptance will be regarded by CICERO as an invitation to make an offer. If it wishes to do so, CICERO will make a new offer which will be subject to Articles 3.1 and 3.2.
- 3.3 If the agreement is not recorded in writing and CICERO nevertheless, with the Customer's approval, starts executing the commission, the content of the offer will apply as agreed.
- 3.4 Deviations from Quotations of up to 10% will be accepted by the Customer as a budgetary risk and do not need to be referred to as such.

4 Execution of the Agreement

- 4.1 CICERO is authorised to engage third parties for the execution of the Agreement on behalf of and for the account of the Customer.

5 Prices

- 5.1 Unless agreed otherwise the prices offered by CICERO and/or agreed between the parties will always exclude turnover tax.
- 5.2 Unless agreed otherwise the Customer will pay CICERO a fee for the delivered goods and/or Works or agreed Services, calculated in accordance with CICERO's valid rates.

- 5.3 If (the goods or services of) third parties are used during the execution of a commission, all costs incurred and paid to third parties as a result will be charged separately by CICERO to the Customer, in addition to the agreed fee. These additional costs include, in any event, all costs which CICERO has incurred in relation to the goods or services delivered by intermediaries or supplier companies as well as transport facilities.
- 5.4 If CICERO is obliged to perform more or other work due to the late or incomplete supply of proper and clear details/materials, or due to a changed or incorrect commission or briefing, this work will be paid for separately on the basis of the fees usually applied by CICERO.
- 5.5 CICERO is entitled to increase the agreed price if one or more of the following circumstances occur after the agreement has been entered into: an increase in the costs of materials, semi-manufactured products or services which are necessary for the execution of the agreement, an increase in delivery costs, wages, employer charges, social insurance, the costs involved in other employment conditions, the introduction of new and the increasing of existing government levies on raw materials, energy or residual materials, a substantial change in exchange rates, or general circumstances comparable with the above.

6 Deadlines

- 6.1 Agreed completion/delivery deadlines only apply after any deposit payable in connection with the commission has been received by CICERO and also after the Customer has issued all the information required for the execution of the commission to CICERO.
- 6.2 CICERO is never in default due purely to the expiration of agreed completion/ delivery deadlines. This will always require a written notice of default, whereby CICERO we will be granted a reasonable period of time to fulfil, which will be a minimum of (40) days.

7 Payment

- 7.1 Unless determined otherwise the total amount owed for the completion/delivery of goods, Works and/or Services will be payable in the following way:
- 50% of the total amount agreed for the completion/delivery of the goods, Works and/or Services, or the estimated number of hours to be spent, within fourteen (14) days after the commission has been awarded to CICERO;
 - the rest within fourteen (14) days after completion/delivery of the goods or Works, or within fourteen (14) days after the Services have been performed.

- 7.2 Insofar is not determined otherwise, the total amount agreed for the completion/delivery of goods, Works and/or Services must be paid in full within fourteen (14) days after the date on the invoice.
- 7.3 CICERO is authorised to complete or deliver goods, Works and/or Services partially and to send corresponding part invoices.
- 7.4 A payment will only have been made on the day on which the amount is credited to CICERO's bank account.
- 7.5 If the Customer has not paid on time, the Customer will be legally in default on the due date of the invoice in question, without notice of default being required.
- 7.6 The Customer is obliged, at the first request of CICERO, to provide security which CICERO deems suitable for the correct and timely fulfilment of its payment obligations.
- 7.7 Any claim for set-off by the Customer is excluded.
- 7.8 Postage and other distribution costs which are related to direct marketing consignments must have been received by Cicero from the Customer before sending/distribution by Cicero.

8 Non-payment or late payment

- 8.1 In the event of non-payment or late payment by the Customer, the latter will owe statutory interest on the outstanding amount plus 2% as of the day on which the payment ultimately should have been made to CICERO up until the day of full payment.
- 8.2 In the event of non-payment or late payment by the Customer, all amounts which the Customer still owes in relation to goods and/or Works already delivered or Services performed will be immediately payable, without prejudice to the provisions in Article 14 of these terms and conditions.
- 8.3 The Customer will also be required to pay all judicial and extrajudicial costs of any kind which CICERO has had to incur as a consequence of non-fulfilment or late fulfilment by the Customer of its obligations vis-à-vis CICERO. The extrajudicial collection costs are to be set at a minimum of 15% of the principal sum plus interest, with a minimum applying of € 250.00.
- 8.4 In the event of non-payment or late payment, CICERO is authorised to suspend (further) completion/delivery of goods, Works and/or Services until the point in time at which the Customer has completely fulfilled its payment obligations, including payment of the due interest and costs.

- 8.5 As from the moment at which the Customer has not fulfilled (in full) its payment obligations on account of the Agreement, or is otherwise in default, the Customer will not/no longer be permitted to use the Works made available and any licence issued to the Customer within the framework of the Agreement will no longer be valid.

9 Late acceptance

- 9.1 If the Customer does not take accept the goods to be delivered at the agreed time and place - for whatever reason - (and notwithstanding the provisions in Article 13), the Customer will nevertheless be obliged to fulfil the agreed payment conditions, as if the goods have been delivered.
- 9.2 In the event of late acceptance CICERO will store the goods to be delivered at a location it chooses for the account and risk of the Customer. CICERO is not obliged to compensate any damage which occurs as a consequence of, or in connection with, the late taking receipt by the Customer of the goods to be delivered.
- 9.3 If the Customer does not fulfil its payment obligations in the event of late acceptance, all amounts which the Customer still owes in relation to goods and/or Works already delivered or Services performed, will be immediately payable without prejudice to the provisions in Article 14 of these terms and conditions.

10 Intellectual property

- 10.1 Unless explicitly agreed otherwise in writing, all Intellectual Property rights which can result from, or can be established or obtained with regard to, the Works created within the framework of the agreement, will accrue exclusively to CICERO. Insofar as such a right can only be acquired by means of a filing or registration, only CICERO will be authorised to do so.
- 10.2 Unless explicitly agreed otherwise in writing, CICERO is not obliged to initiate an investigation into a possible violation of patents, trademarks, service trademarks, registered models, copyrights or other intellectual property rights of third parties.
- 10.3 The Customer is exclusively responsible for taking steps, where necessary, to investigate whether the commission and/or trademarks, logos, illustrations, tax or other materials supplied by the Customer violate any intellectual property rights or other rights of third parties. The risks of a violation in the event of default with regard to the execution of an investigation as referred to above are for the Customer's account.
- 10.4 The Customer guarantees that the trademarks, logos, illustrations, texts or other materials do not violate third-party (intellectual property) rights and that CICERO is entitled to execute the commission, without violating third-party (intellectual property) rights.

- 10.5 Unless the result of the Services performed or goods and/or Works delivered by CICERO does not lend itself, CICERO will be entitled at all times to state or delete, or have stated or deleted, its name on or in connection with the Work or the Works. Without prior permission the Customer is not permitted to reproduce, publish or copy the Work or the Works without stating CICERO's name.
- 10.6 The Customer may not copy or reproduce Works issued to it, or use them for a purpose other than the purpose for which they were made available.
- 10.7 The Customer will stipulate that third parties that, on the Customer's instructions, are given access to the Work or the Works, will acknowledge and respect all CICERO's related rights, including intellectual property rights. The Customer will also stipulate that the third parties in question will not change the Work or the Works of CICERO, unless CICERO has granted its permission to do so in advance, and that the third parties in question will immediately return the Work or the Works of CICERO at the first request, without retaining copies in whatever form. CICERO may demand a copy of the aforementioned declaration by the third party in question. If the Customer remains in default as regards fulfilling its obligations on account of this paragraph, the Customer will owe an immediately payable penalty, which is not open to set-off, of € 50,000.

11 Use and licence

- 11.1 If the Customer completely fulfils its obligations pursuant to the agreement with CICERO, it while acquire an exclusive licence to use the Work or the Works pursuant to the purpose agreed in connection with the commission.
- 11.2 The Customer is not entitled, without the written permission of CICERO, to reuse the Work or the Works or to use it/them more widely than agreed. For each use of the Work or the Works for which no permission has been given, CICERO will receive, incidentally without losing any right, a fee of at least three times the usual fee for such use, with a minimum applying of € 5,000.
- 11.3 The customer is not permitted to make changes to the provisional or definitive Works without written permission from CICERO.
- 11.4 CICERO has the freedom to use the Work or the Works as part of its portfolio for its own publicity or promotion.

12 Complaints

- 12.1 If the Customer is of the opinion that (a) Service(s) and/or goods completed/delivered by CICERO does/do not fulfil the Agreement, it must inform CICERO to that effect by registered letter with proof of receipt within eight (8) days after the Customer has taken receipt of the goods and/or Works in question or the Service(s) has/have been provided, or the result completed/delivered. In the absence of a complaint by the aforementioned deadline of eight (8) days, the agreement will be regarded as having been properly fulfilled by CICERO.
- 12.2 In the event of a complaint as referred to in the first paragraph of this article, CICERO will have the opportunity to resolve the complaint by a deadline which reasonably corresponds to the original completion/delivery deadline, if it is established that said performance, completion or delivery has not taken place in accordance with the agreement. This deadline will be for a minimum of 30 days.
- 12.3 The parties will, in any event, consider CICERO to have performed properly if the Customer has started using the goods or Services delivered, or any part thereof, or has reworked or processed them, or has delivered them to third parties, or has had them put to use, has had them reworked or processed, or has had them delivered to third parties, unless the Customer has observed the provisions in the first paragraph of this article.

13 Liability

- 13.1 Except in the event of intent or gross negligence, CICERO is never obliged to compensate any damage suffered by the Customer or third parties, or death or personal injury relating to goods and/or Works delivered or Services performed.
- 13.2 Insofar as legally possible CICERO will exclude all liability for actions and/or negligence by its employees or third parties it engages.
- 13.3 If, despite the above, CICERO is still liable, CICERO will not be liable, in any event, for trading loss or consequential damage suffered by the Customer, including the loss of data and/or materials.
- 13.4 CICERO's liability is limited, in any event, to the amount paid out by CICERO's liability insurer in the specific instance but will, in any event, not exceed the amount of the invoice relating to the goods and/or Works completed/delivered or Services provided to the Customer from which the damage has resulted.
- 13.5 The Customer indemnifies CICERO against all third-party claims on any account.
- 13.6 CICERO is not liable for damage of any nature which arises because, or after, the Customer has started using the produced goods and/or Works after completion/delivery, or has reworked or processed them, or has delivered them to third parties, or has had them put to use, has had them reworked or processed, or has had them delivered to third parties.

14 Force majeure

- 14.1 In the event that Cicero is hindered by force majeure from executing the agreed Activities wholly or partially and/or on time, Cicero will be entitled, without judicial intervention, to suspend execution of the agreement wholly or partially by means of a written statement, such at the exclusive discretion of Cicero, without Cicero being obliged to provide any compensation or guarantee.
- 14.2 Among other things force majeure will include: strikes, exclusion, fire, machine breakdown and other operating disturbances involving either Cicero or its suppliers, transport disruptions and other events beyond its control, such as war, terrorist attacks, blockades, riot, epidemics, devaluation, floods and storms, as well as sudden increases in import and excise duties and/or taxes, delays or the absence of deliveries by suppliers, the failure to acquire the necessary permits and other government measures.
- 14.3 In the event of one of events referred to in paragraph 1, CICERO will never be obliged to pay any compensation vis-à-vis the Customer.

15 Dissolution

- 15.1 CICERO is entitled to dissolve an agreement with the Customer immediately by sending a written statement to the Customer and to recover all goods belonging to CICERO which are located with the Customer, if one of the following circumstances occurs:
- The Customer remains in default as regards (timely) payment, or fails to fulfil another obligation resulting from the agreement on time or punctually.
 - Movable and/or immovable goods belonging to the Customer are seized or declared confiscated, with this hindering or jeopardising proper fulfilment of the agreement.
 - A suspension of payments or bankruptcy is applied for or declared with regard to the Customer.
 - The Customer decides to dissolve or liquidate its business or actually cease its operations, or alienate a substantial part thereof.
 - Securities provided by the Customer are in any way compromised or withdrawn.
 - The Customer is no (longer) considered to be able or prepared to fulfil its obligations resulting from the agreement.
 - Such a situation arises at the Customer that CICERO's risk as regards normal fulfilment of the agreement by the Customer significantly increases, or normal completion of the agreement is seriously jeopardised.
- 15.2 The provisions of paragraph 1 of this article apply without prejudice to the rights which the law and the agreement otherwise assign to CICERO in the event of non-fulfilment by the Customer.

16 Confidentiality

- 16.1 Each of the parties will take all reasonable measures to ensure secrecy with regard to Confidential Information insofar as such is reasonably possible in connection with the execution of the Agreement.

17 Final stipulation

- 17.1 If one or more provisions of the Agreement or these terms and conditions turn out to be non-binding or invalid, the other provisions will remain in full force. In such an instance the parties undertake to negotiate in order to agree replacement provisions which approximate the intention of the parties as closely as possible.
- 17.2 The Agreement and commitments it governs are exclusively subject to Dutch law.
- 17.3 The Court in 's-Hertogenbosch has exclusive jurisdiction in relation to any disputes, except if the law designates another Court on the basis of a mandatory provision.

**These General Terms and Conditions of Cicero Productions V.O.F.
are filed at the Chamber of Commerce in 's-Hertogenbosch, The Netherlands
on November 7th 2017 under number 53120159.**