

GENERAL TERMS 3D-Mike.com

Article 1 – Definitions

- 1.1 Agreement: All the written and/or oral agreements agreed upon by 3D-Mike.com and Client regarding the content and the execution of the Work.
- 1.2 Client: A person or legal entity instructing 3D-Mike.com regarding the Work.
- 1.3 3D-Mike.com: The general partnership firm 3D-Mike.com, having its registered office in (1811NN) Alkmaar at Veneetsehof 10 and registered at the Chamber of Commerce with the number 60040181.
- 1.4 Fee: The Fee agreed upon between 3D-Mike.com and Client in return for carrying out Work.
- 1.5 Quotation: The more or less specified Work 3D-Mike.com is intending to execute on behalf of the Client, as well as the budget regarding the costs relating to the execution of the Work.
- 1.6 Work: All the services, in particular computer animation, provided by 3D-Mike.com on behalf of Client, which services 3D-Mike.com has accepted.

Article 2 – Applicability

- 2.1 These general terms apply to all (legal) relationships between 3D-Mike.com and Client, including (but not limited to) the Work done by 3D-Mike.com and in particular the services described in the Quotation, unless parties explicitly agreed otherwise in writing.
- 2.2 All clauses in these general terms are also drafted on behalf of all directors and partners of 3D-Mike.com and all the persons working for 3D-Mike.com and/or are contracted by 3D-Mike.com.
- 2.3 Deviations of these general terms are only valid if they are explicitly agreed upon in writing. 3D-Mike.com explicitly rejects the applicability of Client's general (purchase) terms.
- 2.4 At all times 3D-Mike.com is authorized to amend the general terms.

Article 3 – Guarantee

- 3.1 3D-Mike.com shall execute the Agreement to the best of its abilities and knowledge in accordance with the requirements of good workmanship.
- 3.2 3D-Mike.com shall perform the Work with the greatest possible care regarding Client's interests. In particular 3D-Mike.com shall ensure secrecy regarding all information and data provided by the Client under the Agreement.
- 3.3 3D-Mike.com is authorized to let third parties perform the Work if this is necessary for a proper execution of the Agreement. Parties can agree upon a separate remuneration for the activities carried out by third parties.
- 3.4 Client understands and accepts that research into any existing third party patent rights, trademarks, drawing- or model rights, copyrights and portrait rights is not included in the Work.

Article 4 – Quotations

- 4.1 Before any assignment Client shall provide 3D-Mike.com with a clear description of the Work that has to be carried out.
- 4.2 All Quotations are without any obligation and are in force for fourteen (14) days, unless parties indicate otherwise.
- 4.3 3D-Mike.com has the right to revoke the Quotation, even directly after receiving the acceptance of the Quotation.

- 4.4 All Quotations are explicitly agreed and accepted by 3D-Mike.com by means of a written confirmation of the assignment. This confirmation must at least contain the nature and the scope of the Work, the method and the estimated date of delivery and the price. The content of the confirmation of the assignment is binding, unless Client objects within five (5) business days after sending the confirmation of the assignment.
- 4.5 The prices mentioned in the Quotation are exclusive VAT and other governmental levies as well as other possible (out of pocket) costs within the framework of the Agreement including costs of transport, administration costs and travelling expenses, stipulated otherwise in the Quotation.
- 4.6 If the execution of the Agreement differs from the Work stipulated in the Quotation, 3D-Mike.com will inform the Client immediately.
- 4.7 If Client cancels the assignment in whole or in part, it is obliged to compensate 3D-Mike.com for its damage. Damage includes (but is not limited to) suffered losses, lost profit, direct and indirect costs made by 3D-Mike.com and/or third parties contracted by 3D-Mike.com in preparation and/or execution of the Work.

Article 5 – Execution of the Agreement

- 5.1 An Agreement is reached (1) either if 3D-Mike.com has received the signed Quotation of Client, or (2) if 3D-Mike.com, with prior approval from Client, has started with the execution of the Work. The signed Quotation, these general terms and additional written agreements together represents the total and full rights and obligations for the parties and replaces all former written and oral budgets, announcements and all other correspondence.
- 5.2 If confirmation – whether or not on ancillary points – deviates from the Quotation, it shall not be binding for 3D-Mike.com and no Agreement is reached based on these deviations, unless 3D-Mike.com indicates otherwise in writing.
- 5.3 Not meeting Client's expectations regarding the Work executed by 3D-Mike.com does not obligate 3D-Mike.com to amend and/or re-execute the Work without fair compensation.
- 5.4 In the event Client wishes to alter the content of the Agreement, Client shall inform 3D-Mike.com directly about the desired changes in writing. These desired adjustments have to be accepted in writing by 3D-Mike.com before they have any effect. All additional costs as a consequence of these adjustments shall be borne by Client.
- 5.5 Client shall promptly provide 3D-Mike.com with all information, either requested by 3D-Mike.com or information of which Client can reasonably be expected to understand that it is necessary for the execution of the Agreement. If this information is not promptly provided to 3D-Mike.com, 3D-Mike.com has the right to suspend the execution of the Agreement. All costs relating to this suspension shall be borne by Client and charged by 3D-Mike.com according to 3D-Mike.com's standard rates.
- 5.6 If timely delivery by 3D-Mike.com is not reasonably possible as a result of untimely delivery of necessary materials and/or data by Client to 3D-Mike.com, the delivery date will be deferred accordingly, unless 3D-Mike.com and Client have agreed otherwise.
- 5.7 3D-Mike.com is not liable for any damage whatsoever if this damage is a result of incorrect and/or incomplete information i.e. documentation provided by Client to 3D-Mike.com.

Article 6 – Term of contract and execution term

- 6.1 The Agreement is entered into for an indefinite period, unless the nature of the Agreement stipulates otherwise or if parties explicitly agreed otherwise in writing.
- 6.2 If parties have agreed upon a term regarding the execution of the Work, this term is by approximation unless otherwise explicitly agreed upon in writing. 3D-Mike.com makes no

guarantees regarding the agreed delivery times. An untimely delivery by 3D-Mike.com does not entitle Client to any remuneration, dissolution of the Agreement or suspension of any obligations Client has towards 3D-Mike.com.

Article 7 – Fee and costs

- 7.1 Parties can agree upon a fixed Fee.
- 7.2 If parties did not agree on a fixed Fee, the Fee will be based on the actual hours worked. The Fee will be calculated according to 3D-Mike.com's standard rates applicable in the period the Work was performed.
- 7.3 3D-Mike.com reserves the right to charge a supplemental fee if 3D-Mike.com has – as per the request of Client – performed her Work, in whole or in part, in the evening or in the weekend.
- 7.4 If an Agreement has a duration for more than six (6) weeks, the outstanding costs will be charged periodically. If the Fee is more than EUR 10,000.-, 3D-Mike.com is entitled to invoice Client 50% (fifty per cent) of the Fee in advance.
- 7.5 All (commercial) production and (ether) media costs have to be received by 3D-Mike.com from Client before 3D-Mike.com has to pay these costs to third parties. All postage money and other distribution costs for mail advertisement have to be paid by Client and received by 3D-Mike.com before the shipment / distribution.
- 7.6 3D-Mike.com has the right to increase the Fee if, during the execution of the Work, it turns out that 3D-Mike.com cannot reasonably be expected to perform the Work against the original Fee.
- 7.7 3D-Mike.com has the right to adjust the Fee to any change of prices, which occur after reaching the Agreement with Client.
- 7.8 The price agreed upon by parties and mentioned in the Agreement is a fixed price that can only be adjusted after prior written approval from 3D-Mike.com.

Article 8 – Payment

- 8.1 Client is obliged to pay all of 3D-Mike.com's invoices within thirty (30) days after the date of the invoice. Complaints about invoiced amounts do not suspend Client's payment obligations of the invoices.
- 8.2 If Client fails to pay the invoices within thirty (30) days, Client is legally in omission without further notice of default needed. In that case Client has to pay an interest of 1% (one per cent) a month over the outstanding and claimable amount of the invoices, unless the legal interest is higher in which case the legal interest will be applicable. The interest over the claimable amount will be calculated from the moment Client is in default until the moment of payment of the total amount.
- 8.3 Every delivery by 3D-Mike.com is only due, after the counterparty has properly fulfilled all its obligations, unless 3D-Mike.com and Client have explicitly agreed otherwise in writing.

Article 9 - Complaints

- 9.1 Any complaint about the Work has to be reported by Client to 3D-Mike.com in writing within eight (8) days after the discovery but not later than fourteen (14) days after completion of the Work. Such notice of default has to be described as detailed as possible by Client in order for 3D-Mike.com to react adequately.
- 9.2 In the event 3D-Mike.com deems that a complaint is justified, Client shall give 3D-Mike.com the opportunity to carry out the Work once more or remedy the complaints as may reasonably be expected of 3D-Mike.com. If re-execution of the Work is not possible

based on objective criteria, 3D-Mike.com's liability is limited to Article 10.

Article 10 – Liability

10.1 Considering the nature of the Work and the subject evaluation aspects which play a part in the Work; 3D-Mike.com is not liable for any damage that Client suffers as a result of conduct of 3D-Mike.com in the fulfilment of its obligations under the Agreement or otherwise, except for malicious intent or gross negligence on the part of 3D-Mike.com. Consequential damage, including lost profit and suffered losses, do not under any circumstances qualify for restitution.

10.2 In the event 3D-Mike.com is liable for damage suffered by Client, 3D-Mike.com shall reimburse:

- in the event the Work is carried out and charged in parts: the invoice amount of the Work (excluding VAT) carried out by 3D-Mike.com up until the event that caused the damage, reduced with the out of pocket costs;
- in the event the Agreement has a term of more than one (1) year: the total invoice amount (excluding VAT) of the Work carried out by 3D-Mike.com in the year in which the event that caused the damage, occurred; or
- but never more than the invoice amount of the Work (excluding VAT), that encompasses the event that caused the damage.

10.3 Client indemnifies 3D-Mike.com against all third parties claims for damage connected with or resulting from the Agreement notwithstanding the obligations of 3D-Mike.com in Article 3.

10.4 10.4 The exclusions and limitations of liability as referred to in this Article, as well as the indemnifications mentioned in Article 13 are also stipulated on behalf of the partners and subordinates of 3D-Mike.com and any other person engaged by 3D-Mike.com in the performance of the Work.

10.5 10.5 The liability of the Work, carried out by third parties on behalf of 3D-Mike.com, is limited insofar as this third party adequately indemnifies 3D-Mike.com thereof.

Article 11 – Intellectual Property Rights

11.1 All intellectual property rights connected with or resulting from the assignment of Work to 3D-Mike.com are the exclusive property of 3D-Mike.com.

11.2 Client acquires – but not before Client has fulfilled all of its payment obligation towards 3D-Mike.com and if the Agreement is not terminated prematurely – a license to use all that 3D-Mike.com has manufactured on behalf of Client and which Client has chosen explicitly, for a period of one (1) year in the Netherlands for the purpose for which the Work has been performed. Client is not entitled to adjust, have adjusted by third parties, change or have changed by third parties any materials resulting from the Work without explicit prior consent from 3D-Mike.com.

11.3 3D-Mike.com and Client can agree that the rights referred to in Article 11.2 are expanded per geographical area and period of time.

11.4 Client and 3D-Mike.com can determine per assignment whether the rights referred to in Article 11.1 are transferred to Client through a deed or that the rights of use will be expanded to other forms of exploitation.

11.5 3D-Mike.com retains the right to use the knowledge, gained as a result of the Work, for other purposes as long Client's confidential information is not made available to third parties.

- 11.6 3D-Mike.com is at all times entitled to sign and/or use for the promotion of its own organisation or services all that it has created, including absorption into 3D-Mike.com's portfolio, unless parties have agreed otherwise.
- 11.7 3D-Mike.com has the right to adapt and to change the promotion material referred to in this Article 11 for their portfolio without the prior consent of Client.
- 11.8 3D-Mike.com has the right to strip the promotion material referred to in Article 11 of all of its confidential information as referred to in this Article 14. 3D-Mike.com will take into account a degree of care which may reasonably be expected from 3D-Mike.com.

Article 12 – Force Majeure

- 12.1 Force majeure will be defined as any circumstance based on which 3D-Mike.com cannot reasonably fulfil its obligations under the Agreement. A force majeure will include – but is not limited to – loss of data due to computer failure, virus infection or unlawful access of/to 3D-Mike.com's computer systems by third parties, machinery failure or other calamities limiting or hindering the operations of 3D-Mike.com.
- 12.2 In the event 3D-Mike.com is limited by force majeure to carry out the Work in whole or in part, 3D-Mike.com has the right to – without any legal interference – choose to either suspend the execution of the Work or consider the Agreement dissolved in whole or in part without 3D-Mike.com being liable for any damage suffered by Client.
- 12.3 In the event a force majeure event occurs and 3D-Mike.com has partially fulfilled its obligations under the Agreement and has partially carried out Work which has an independent value on behalf of Client prior to this force majeure, 3D-Mike.com has the right to invoice this Work to Client separately. In that case Client is obliged to pay this particular invoice.

Article 13 – Indemnifications

- 13.1 Client indemnifies 3D-Mike.com against third parties claims regarding intellectual property rights on data and materials provided by Client and used in the execution of the Agreement.
- 13.2 In the event Client provides 3D-Mike.com with information carriers, electronic files or software etc, Client guarantees that these information carriers, electronic files or software are free from viruses and defects.

Article 14 – Secrecy

- 14.1 Both parties are obliged to keep confidential any confidential information received within the framework of the Agreement by the other party or other source. Information is qualified as confidential if a party notifies the other party about its confidential character or the nature of the information causes it to be confidential.
- 14.2 In the event 3D-Mike.com – due to a legal clause or court judgement – is obligated to provide confidential information to a third party and 3D-Mike.com cannot invoke any legal right of exculpation, 3D-Mike.com cannot be held liable for any damages or compensation and Client has no right to dissolve the Agreement.

Article 15 – Termination

- 15.1 Dissolution of the Agreement is only possible in the event of an attributable breach of essential obligations under the Agreement.
- 15.2 3D-Mike.com has the right to either terminate the Agreement in whole or in part or suspend any further execution of the Agreement, without any further notice of default needed, if:

- i. Client is declared bankrupt;
- ii. Client applied for an official moratorium; iii. Client liquidates its company;
- iv. Client is placed under guardianship or deceases; or
- v. Client does not meet all of its legal obligations resulting from the Agreement.

15.3 If Article 15.1 and/or 15.2 are/is applicable, 3D-Mike.com has the right to immediately claim the entire Fee.

15.4 Client is obliged to immediately inform 3D-Mike.com if a circumstance referred to in Article 15.1 and/or 15.2 occurs. In the event a circumstance referred to in Article 15.2 sub v occurs, Client is automatically in default and any debt to 3D-Mike.com is immediately claimable.

Article 16 – Transfer and obligations

16.1 Client has no right to transfer in whole or in part the rights and obligations resulting from the Agreement under these general terms to a third party without the prior written consent of 3D-Mike.com.

Article 17 – Applicable law and competent judge

17.1 These general terms are applicable from the moment they have been made available to Client.

17.2 In the event that a clause of these general terms is declared void or null, the other clauses shall remain valid. Parties will agree upon a new clause which will replace the void or null clause, whereby the goal and nature of the original clause will be approximated as closely as possible.

17.3 The legal relationship between Client and 3D-Mike.com is governed by Dutch law. All disputes between Client and 3D-Mike.com resulting from the Agreement shall be exclusively brought before the competent court in the city of Alkmaar.
