



TERMS and CONDITIONS

GENERAL; DEFINITIONS Article 1

1.a These general terms and conditions apply to all offers for provision of services and deliveries as well as agreements in this regard, by freelance employees in the creation of audiovisual productions. Freelance employee is understood in these general terms and conditions the person who, either alone or with others, as a natural legal person or by conducts an independent business through a legal person, consisting of the performing work on behalf of third parties, therefore other than as an employee in permanent or temporary employment.

1.b Under an audiovisual production, an audiovisual or an AV in this general terms and conditions mean a cinematographic-mechanical or electronically created copyrighted work, such as that can be recorded by means of film tape, video tape, tape/slide process, or in any other way.

1.c In these general terms and conditions, client is understood to mean the person who commissions a freelancer to produce, processing and/or processing of image and/or sound carriers or into other activities in the creation of an audiovisual production.

1.d Under YVE Ent. in these general terms and conditions means the freelancer engaged in the manufacture, processing and/or processing of image and/or sound carriers, or the work of other nature, performed for or in connection with the creation of an audiovisual production.

1.e Among image and/or sound carriers in these general terms: terms and conditions mean material resources on which image and/or sound can be recorded, such as audio tape, video tape, photographic, cinematographic and similar material.

1.f A reference to a client's own general terms and conditions remains unaffected if the client has offered to take cognizance of those general terms and conditions and to the extent that those terms and conditions with YVE Ent's legitimate interests, are also expressed in those general terms and conditions, account and, having regard to those interests and the other circumstances of the assignment envisaged work, for YVE Ent. not unreasonably onerous to be. Insofar as the aforementioned general terms and conditions of the client do not contain provisions that are included in these general terms and conditions, the relevant provisions of these general terms and conditions.

1.g On all by YVE Ent. accepted orders and further agreements, including the present general terms and conditions, is Dutch applicable law; offers are deemed to have been made in the Netherlands and agreements are deemed to have been concluded in the Netherlands.

QUOTES, PRICES Article 2.

2.a All quotations, in whatever form, by YVE Ent. done, are without obligation, unless expressly stated otherwise in writing and in that case only binding until the date stated in the offer.

2.b YVE Ent. reserves the right to accept orders without notice reasons to refuse.

2.c The YVE Ent. information, ideas, synopsis, proposed elaborations, schedules, calculations, etc., remain owned by YVE Ent. and, to the extent applicable, are copyrighted protected; the client is not authorised to make these known to third parties.

2.d YVE Ent. shall not be relied upon, nor shall be held accountable when third parties make a statement which are subsequently proved to be incorrect. This is an apparent mistake in your own statement or in the quotation or submitted later calculations, drawings, price lists or other related to the offer having modesty.

2.e Unless expressly agreed otherwise in writing, the YVE Ent. quoted prices are exclusive of VAT and are based on the offer, the date of acceptance of the order, applicable level of purchase prices, hourly rates, wages, wage costs, social and government charges, freight, insurance premiums and other costs.

2.f In the event of an unforeseen increase in one or more of the above mentioned factors; YVE Ent. is entitled to increase the agreed price accordingly, all this with due observance of any existing legal regulations.

2.g If YVE Ent. plans and/or on behalf of the client and have designed cost estimates and the assignment nevertheless did not go through finds, then the client is obliged to ask if the information provided by YVE Ent. actually made costs, including his fee, to him.

AGREEMENT Article 3.

3.a Subject to the provisions below, an agreement is only concluded after written acceptance of the assignment.

3.b Any agreements made later to supplement or change the agreement bind YVE Ent. only after his written confirmation.

3.c For work for which, due to the nature and scope, no quotation or order confirmation is sent, the invoice is also order confirmation.

3.d Where the client is referred to in these general terms and conditions. In addition to these, are also its representatives, authorised representatives and assigns under general or special title, even if their authority is not apparent from an entry in any register or otherwise.

3.e Each agreement is entered into under the suspensive condition that the client, such at the sole discretion of YVE Ent., appears to be sufficiently creditworthy for the financial fulfilment of the agreement.

3.f YVE Ent. is entitled upon or after acceptance of the order, before further performance, to require security from the client that it will fulfil all its obligations, including payment obligations.

3.g YVE Ent. is authorised, if it deems this desirable or necessary for the correct execution of the assignment, to engage third parties. The fees and costs of these third parties will be passed on to the client. Before engaging third parties, YVE Ent. however, to obtain the client's permission to do so.

TERMS Article 4

4.a The offers, confirmations and agreements mentioned for the service and/or delivery are determined to the best of our knowledge and experience by YVE Ent. They will be observed as much as possible and will be taken into consideration to the best of YVE Ent.'s ability; they are non-binding unless they are binding and agreed upon.

4.b When it looks like a binding term will nevertheless become exceeded, or when it appears that a non-binding term will be exceeded excessively, YVE Ent. will communicate with the client as soon as possible in order to discuss further to consult with the execution of the assignment.

4.c When the results of the work of YVE Ent. after the expiration of the term agreed for this purpose is not met by the client purchased, these are at the disposal of the client for his account and risk. YVE Ent. is obliged to inform the client in this regard and to inform him of the final detention period. YVE Ent. is authorised to charge the client a custody fee in this regard.

4.d If assignments are carried out at the request of the client whether goods are delivered on a shorter term than initially agreed, any associated extra fees and costs charged to the client.

DURATION OF THE WORK AND HONOR Article 5.

5.a The duration of the work extends from the day on which the preparation for this by YVE Ent. starts, up to and including the full finishing it and for that matter while, and during the days respectively the periods, as agreed with the client.

5.b The remuneration for the work performed by YVE Ent. is expressed in an amount of money per hour, per day, per week or per month.

5.c In the event that an hourly amount must be derived from an amount per day, per week or per month, or vice versa, is calculated under an hourly amount means: 1/10 of the agreed daily allowance, 1/50 of the agreed weekly allowance, 1/216 part of the agreed monthly fee. However, for half a working day, the compensation is always at least 75% of the agreed daily allowance.

5.d Guidelines for the remuneration of activities of YVE Ent. will be available as an appendix to these general terms and conditions. Intended guidelines always apply for the period indicated.

5.e Payment of the amount to YVE Ent. amounts due will be made at the end of each day, week, or month, whichever it is agreed.

COMPENSATION COSTS Article 6.

6.a Insofar as the travel time is regarded as working time, the costs incurred by YVE Ent. must be made in the event if the client has not taken care of transport.

6.b Accommodation costs of YVE Ent., including the costs of meals and refreshments, should be compensated unless they are directly supplied by the client.

6.c Payment of the costs is made simultaneously with the payment of the remuneration as referred to in Article 5 under e).

WORKING AND REST TIMES Article 7.

7.a The working time of YVE Ent. per whole working day normally amounts to a maximum of 10 hours; the working time per half day is normally no more than 5 hours. The working time per consecutive period of 7 days amounts to a maximum of 55 hour.

7.b All days of the week can be working days; parties may, however, agree that for work on Saturdays, Sundays and public holidays a surcharge will apply to the rate.

7.c Notwithstanding the provisions under a) and without prejudice to the provisions below in this

Article stipulated, it can be agreed that the working time is per day extended. The extensions as referred to here, insofar as they exceed the 10 hours per month working day are considered overtime. For overtime up to a maximum of five hours there is a surcharge on the rate of 50% and for the after hours worked a surcharge of 100%. Notwithstanding the provisions of this article under c) it can be agreed that overtime will be compensated with paid rest hours, on the understanding that

- compensation with paid rest hours can only take place within the contract period and at the latest within 10 days after the overtime has been worked;
- as soon as it has been established that the overtime will be paid in money be reimbursed, this payment will be made at the latest on the next agreed payment day of the fee;
- honoured rest hours always immediately precede or connect immediately during the rest hours prescribed in this article under c).

7.e Between the end of the working day and the start of the immediately following next working day there is an uninterrupted rest period of at least 10 hours. Per consecutive period of 7 days, there is an uninterrupted rest period of at least 36 hours. The start time of this long rest period must be timely, but to be agreed at least 48 hours in advance.

7.d Lunch and dinner time are regarded as working time. For lunch allotted at least half an hour; for dinner is at least an hour pulled out.

7.g Travel time between the client's permanent place of business and locations outside that place of business are regarded as working hours. Travel time between YVE Ent's usual place of residence and the fixed place of business of the client, unless otherwise agreed, are also counted as working time.

WORK INTERRUPTION Article 8.

8.a Under special circumstances, YVE Ent. is free to interrupt work for a short period of time.

8.b Such special circumstances are considered:

- the marriage of one of YVE Ent. children, parents, brothers and sisters,
- the birth of the spouse of YVE Ent., or of the contractor herself,
- the death of persons belonging to the household of YVE Ent. as well as from children, parents, in-laws, brothers or sisters,
- the burial or cremation of the persons referred to in the previous subparagraph,
- the fulfilment of a law or government-imposed obligation without monetary compensation, that cannot be attained in the free time of YVE Ent.

8.c YVE Ent. informs the client as soon as possible of the relevant event. The duration of the work stoppage is determined by mutual agreement of the Parties. Unless otherwise agreed however, the work stoppage amounts to at least one day per event.

8.d The work stoppage as referred to in this article is for the own account of YVE Ent.

ILLNESS Article 9.

9.a YVE Ent. who, due to illness or any other cause, is unfit to performing its work is obliged to inform the client of this without delay.

9.b In the event of illness or other disability of YVE Ent. the client has the right to terminate his agreement with YVE Ent. with immediate effect and without judicial intervention terminate as soon as YVE Ent. as a result of his illness or other incapacity for work for longer than 3/10 of the total agreed working time has been prevented to perform work.

9.c Incidentally, YVE Ent loses. in the event of absence due to illness or other incapacity for work during the period of his absence any entitlement to the remuneration agreed between the parties for that period.

RISKS, ADDITIONAL RISKS Article 10.

10.a YVE Ent. assumes that the client bears and for its own account insures the risk of loss or damage to the negative, reverse, video or other original audiovisual material and loss of production hours or days due to any cause, as well as of any other loss of profits and any liability in this regard its business operations, also towards YVE Ent.

10.b If the execution of the assignment poses risks for YVE Ent. which exceed the normal risks in this regard, the client is liable towards YVE Ent. liable in this regard; the client insures those risks for own account.

10.c Regardless of any insurance, YVE Ent. has the right to refuse an assignment if the work is special for him and entails risks of which he was not aware before accepting the assignment was informed or could reasonably have been known, without thereby cancelling the obligations of the client towards YVE Ent.

10.d The mode of transport, packaging, etc. of equipment and materials, unless specific instructions in this regard are given by the client by YVE Ent. to the best of our knowledge and experience determined. Unless expressly agreed otherwise in writing dispatch and transport of goods by YVE Ent. at the expense and risk of the principal, even in the event that consignment notes, shipping addresses, and such of the carrier's provision prevents all transport damages for the account and risk of the sender.

FORCE MAJEURE Article 11.

11.a Force majeure in these general terms and conditions means any of the will of the client and/or of YVE Ent. independent circumstances as a result of which the fulfilment of the agreement can reasonably be expected from the counterparty cannot be demanded, respectively a shortcoming in the performance of the agreement cannot be attributed. Being under force majeure in each case included: war, danger of war, civil war, riot, flood, strike, lockout, excessive absenteeism of staff or other employees of YVE Ent., transportation difficulties, fire, government measures, business failure at YVE Ent. or from its suppliers or subcontractors.

11.b If in the opinion of YVE Ent. the force majeure of a temporary nature will have the right to suspend the execution of the agreement for as long as needed until the circumstance causing the force majeure no longer arises.

11.c If in the opinion of YVE Ent. the force majeure is of a permanent nature the parties can make an arrangement to dissolve the agreement and the consequences associated with it.

11.d YVE Ent. has the right to invoke force majeure even if the circumstance which constitutes the force majeure occurs after his performance has must have been delivered.

PREVENTION OF THE CLIENT Article 12.

12.a The client must, when he, either through his own fault or by a circumstance, not being force major, is prevented from making use of the agreed services of YVE Ent., which has its time for those services reserved (option). YVE Ent. should be informed immediately of the impediment and this should be no later than 48 hours before the agreed work will commence.

If this term is exceeded, the option concerned will become a final booking. In the event of a cancellation as referred to here, which is later (within 48 hours) to YVE Ent. has been notified, YVE Ent., as well as in the case of a definitive booking, are fully entitled to the agreed fee. However, in the event of a fair weather option, a term of 12 hours.

12.b Insofar as the client is responsible for this by virtue of insurance policies taken out cannot receive compensation, he is off his payment obligations towards YVE Ent. dismissed in the event of the foreclosure arises from a special circumstance as referred to below and if he has a reasonable notice period in connection with that circumstance taken. As such special circumstances, among other things considered:

- failure to comply or not to comply with subsidy commitments on time or order confirmations;
- the absence of permits or visas;
- illness, accident or death of actors or those that are difficult to replace employees or studio staff, production delay due to these and similar circumstances.

If the client has failed to take out insurance and against risks as referred to in this paragraph, he is, however, not obligated for his own payment towards YVE Ent.

12.c During working days that cannot be cancelled, YVE Ent. will be available to the client. He is obliged to perform any work that may be assigned to him, however provided that this substitute work, in its kind and nature, is to a reasonable extent resembles the agreed performance.

12.d YVE Ent. can, however, inform the client during this period referred to in paragraph (c) at his disposal; YVE Ent. then loses any entitlement to payment of the payment for that period agreed fee.

PREVENTION YVE Ent. Article 13.

13.a YVE Ent. is available on behalf of the client on the agreed hours, days, weeks or months or during the agreed periods; the parties may agree that in certain periods YVE Ent. is not available to the client.

13.b YVE Ent. is not available to the client during the work stoppage as referred to in Article 8.

13.c In case YVE Ent. needs to be available to third parties when he isn't working with the client, he is willing to commit nevertheless oblige in advance with the client about these obligations to consult. If the client YVE Ent. indicates the availability of YVE Ent. on the day(s) in question is still commanded by YVE Ent. do not enter into the aforementioned obligations

COMPLAINTS Article 14.

14.a Any complaints can be made by YVE Ent. only if it is delivered to him directly and within 10 working days after the provision of the service or the delivery of the goods are known in writing and made with a precise statement of the nature and grounds of the complaints. Within the same period, the material to which the complaint relates must be in the possession of YVE Ent. Complaints about invoices must also be submitted in writing and within 14 days of the dispatch date of it.

14.b After expiry of the stated term without a complaint is submitted, the client is deemed to have rendered the service or the delivered goods or to have approved the invoice. After the expiry of the term referred to, complaints received by YVE Ent. are required. no longer be considered.

14.c If the complaint is justified by YVE Ent., he is obliged, in due choice, either to pay compensation in cash, the amount of which will be determined by mutual agreement, either to new services or new delivery, while maintaining the existing agreement.

14.d Submitting a complaint does not release the client from his payment obligations towards YVE Ent.

LIABILITY Article 15.

15.a YVE Ent. is not liable for damage, direct or indirect, of any kind also, arising from being lost or destroyed in whole or in part, during the manufacture, processing or processing by YVE Ent. from carriers of image and/or sound or other matters of the client. The same applies to other ways of providing services by YVE Ent. to or for the benefit of the client with regard to matters of the client in general. In accordance with the provisions in Article 10, the risk for the said material and the said items rests with the client.

15.b If the client expressly makes this known in writing to YVE Ent. the risks as referred to in this article under 1) insofar as possible, will be at the expense of the client. The liability of YVE Ent., notwithstanding the provisions of the preceding paragraph of this article, if there is one, it is not further extended till continued payment to clients with insurance money received by YVE Ent.

PAYMENT; INTEREST AND COSTS Article 16.

16.a Payment must be made net without discount or set-off by means of deposit or transfer to a YVE Ent. designated bank account, within 14 days of the invoice date. The value date is decisive and is therefore regarded as the day of payment.

16.b In the event that the client is declared bankrupt, suspension of requests payment, is placed under management or administration, or, in the event of the client is a natural person, dies or is placed under guardianship is held if all or part of the assets of the the client is seized, the client acts contrary to any obligation under the law or under the agreement with YVE Ent., this including general terms and conditions, arising if the client proceeds to termination, cessation, liquidation or transfer of his business or the objective or actual activity of his company changes, YVE Ent. by the mere occurrence of one of these circumstances, the right to pay any amount owed by the client pursuant to by YVE Ent. work performed or deliveries, immediately and without any reminder or notice of default being required, to be claimed in its entirety, all without prejudice to the right of YVE Ent. on compensation of costs, damages and interests and to dissolve the agreement with the client concluded agreement.

16.c If payment of the invoice from YVE Ent. not within the specified in this article the period referred to under a) has taken place, the client is legally in default. The date of dispatch of the invoice will be, unless proven otherwise, shall be deemed to be equal to the date of the invoice.

16.d From the day on which the client is in default, he owes YVE Ent. an interest equal to the statutory interest until the day of the full payment of principal, interest and costs.

16.e All judicial and extrajudicial costs incurred and to be incurred to collect the claims of YVE Ent. are for the account of the client, including the costs of legal assistance. The extrajudicial collection costs amount to at least 15% of the including the aforementioned interest owed by the client amount.

RETENTION OF TITLE Article 17.

17.a YVE Ent. will not deliver any goods and will go after the client only after the client has made the full agreed payment or other claims/debts.

17.b In the cases referred to in Article 16 under b), the right without any prior warning or notice of default and without judicial intervention to terminate the assignment and/or what YVE Ent. should still be delivered but not yet or not yet completely paid, to be reclaimed as property of the client, without prejudice to the rights of YVE Ent. claim compensation for any loss or harm others. In such cases, any other claim which YVE Ent. may have on the client all at once and payable in full.

COPYRIGHTS, MECHANICAL REPRODUCTION RIGHTS, ORDERS RELATING TO EXISTING WORKS, INDEMNIFICATION Article 18.

18.a YVE Ent. whose work is deemed to be of a creative nature has, insofar as it contributes to the realisation of the AV production concerns both personality law and exploitation law, the latter valued at a share to be agreed with the client in the exploitation proceeds of the audiovisual work.

18.b YVE Ent. is, subject to its right to a share in the exploitation proceeds of the audiovisual work, obliges it exclusively right to disclosure and reproduction of the result of his work, - insofar as this can be regarded as a work within the meaning of the Copyright Act or any contribution thereto -, in its fullest legal form scope and without reservation of any jurisdiction in this regard to transfer the client and for the rest towards the client waive any claim which YVE Ent. with regard to the disclosure and reproduction of the result of his work would can assert. YVE Ent. does not, however, have these obligations with regard to the rights which he submits to bodies intended for that purpose of protection and for collection.

18.c The further description of the right of YVE Ent. on a share in the exploitation proceeds of the audiovisual work, in particular with regard to the size of the share, its payment, method of disclosure on the exploitation results, as well as the right of control by YVE ent. and the manner of exercise thereof shall be determined by the parties individually agreed and laid down in writing.

18.d The transfer of rights and waiver referred to in this Article will be deposited in a separate act as soon as the work from YVE Ent. to the relevant AV production has ended. Anticipating on that transfer, YVE Ent. by the mere fact of his cooperation to the relevant AV production exclusive of his permission to the client to act with the result of his work as the requirement of paragraph (b) of this Article had been met. YVE Ent. also authorises the client to exercise the rights ensuing from copyright and to exercise powers to protect and enforce against third parties of the rights and powers to be transferred and to that end, at its own expense and, if necessary, to act in the name of YVE Ent., both in and out of court.

18.e YVE Ent. has the right to have his name mentioned in the usual part of the AV production with the indication of its function in a way that by design, size, placement in image and duration of display is clearly legible. It says YVE Ent. is free to stipulate that his name is not mentioned in the title strip, in accompanying leaflets and brochures, in press releases and in other AV production-related publications.

18.f In the event of an order to synchronise a carrier of image and sound, the produced sound may only be used together with the relevant images publicly.

18.g With regard to the carrier of image and sound music and/or text, the mechanical rights (capture or reproduction rights) for display / disclosure by the client provided. This is also the case with regard to the relevant rights if and insofar as YVE Ent. other rights to authorities intended for that purpose for protection and collection transferred.

18.h For orders to edit or process image carriers and/or sound upon which a pre-existing copyrighted work has been based, the liability in this regard rests with the client.

18.i The client indemnifies YVE Ent. against all claims of third parties, or not of a copyright nature, arising from the work by YVE Ent. with regard to the assignment given.

CONFIDENTIALITY Article 19.

19.a Subject to explicit written permission from the client required YVE Ent. itself with regard to the AV production on which its activities, both during its duration and afterwards, as well as with regard to all that at the client as of confidential nature must be considered:

- not to make any announcements to third parties,
- not to give third parties access to documents that are in his care entrusted to him or that have come into his possession in any other way.

IMMEDIATE CANCELLATION, DISSOLUTION Article 20.

20.a YVE Ent. has the right to enter into the agreement with the client with immediate effect and without judicial intervention and terminate if the client informs him before or upon acceptance of the assignment that misleads or misrepresents the nature and content of the concerned AV production.

20.b Each of the parties have the right to terminate the agreement entered into with effect immediately and without judicial intervention, if the other party, after notice of default, refuses or is unable to fulfil its obligations to comply with the agreement.

DISPUTES Article 21.

21.a All disputes arising from the agreement between YVE ent. and the client, the present including general terms and conditions, or of further agreements in the matter, or the enforcement thereof, between the parties or their assignees under general or special title were allowed to arising, both legal and factual, of whatever nature, even if they are designated as such by only one of the parties, are subject to the jurisdiction of the ordinary judiciary. Parties remain, however, entitled to submit their dispute to arbitration, provided that they agree within 14 days after the most ready batch of such arbitration to the other party in writing.

FINAL PROVISION Article 22.

22.a The rule included in Article 1(f), second sentence, continues to apply to the case in the general or special conditions of the client upon entry into force of these terms and conditions, no provisions occurred as intended in that sense, but such provisions subsequently incorporated. Accordingly, in such a case, the client may do not invoke the relevant provisions that have come into effect at a later date of its own general terms and conditions, but then and in that case the relevant provisions of these general terms and condition.