STANDARD TERMS AND CONDITIONS GRAVITY MEDIA NEDERLAND B.V.

I. GENERAL PROVISIONS

1. Definitions

Client; the party to whom Gravity Media Nederland has submitted an offer or quote before entering into an Agreement or with whom Gravity Media Nederland has entered into an Agreement;

Agreement; any agreement by which Gravity Media Nederland undertakes to deliver or lease goods, perform services, provide personnel or store goods;

2. Applicability

2.1 These standard terms and conditions apply in full to any Agreement made by Gravity Media Nederland and any offer or quote filed by Gravity Media Nederland prior to entering into an Agreement.

2.2 Gravity Media Nederland hereby explicitly dismisses the applicability of any standard terms and conditions used by the Client.

2.3 These standard terms and conditions have been filed with the Chamber of Commerce for Gooi-, Eem- and Flevoland. The version most recently filed will always apply, or the version in effect at the time when the Agreement came about.

3. Offers

3.1 All offers and quotes of Gravity Media Nederland for entering into an Agreement are subject to contract unless the offer or quote mentions a term for acceptance. Gravity Media Nederland cannot be compelled to honour its offer or quote if the Client can reasonably understand that the offer or quote contains apparent errors or typos.

3.2 The Client warrants that the dimensions, specifications of the service and other information on which Gravity Media Nederland has based its offer are correct and complete.

4. Conclusion of Agreement

Agreements come about only by (i) a written confirmation by Gravity Media Nederland or the Client of agreement previously reached orally between Gravity Media Nederland and the Client unless the other party within 7 calendar days objects in writing to a core provision in this confirmation, (ii) the signing for approval by Gravity Media Nederland and the Client of an offer or confirmation or (iii) the start of the execution by Gravity Media Nederland apparent to the Client to which the Client does not immediately file a written objection to Gravity Media Nederland.

5. Prices and payment

5.1 All prices stated by Gravity Media Nederland in offers and quotes are exclusive of turnover tax (VAT) and other government-imposed levies and any costs incurred in the context of the Agreement including the costs of shipping and transportation, installation, energy, communication, cleaning, travelling and accommodation and the costs of leasing equipment from third parties, unless otherwise agreed in the Agreement. If Gravity Media Nederland and the Client have agreed on prices in other currencies than Euro, any exchange rate movements will be at the Client's risk and expense.

5.2 If Gravity Media Nederland and the Client have agreed on a fixed price, Gravity Media Nederland will still have the right to increase the agreed price in writing with due observance of a term of 30 working days. If the price increase exceeds 10% and is effected within 3 months after conclusion of the Agreement, only Clients who can invoke Title 5 Section 3 of Book 6 Dutch Civil Code will have the right to terminate the Agreement within 14 calendar days after the notice effective from the date when the price increase would take effect unless (i) Gravity Media Nederland within 4 working days of receipt of this notice from the Client withdraws the price increase, (ii) the price increase arises from a right or an obligation of Gravity Media Nederland under the law or (iii) the Agreement lays down that delivery will be made more than 3 months after conclusion of the Agreement in which event (the other aspects of) the Agreement remains effective without any changes.

5.3 Gravity Media Nederland has the right to reasonably charge contract extras to the Client based on Gravity Media Nederland's usual rates. Contract extras include: anything delivered by Gravity Media Nederland at the Client's request in addition to the services laid down in the Agreement. Gravity Media Nederland will never be required to meet such request and may demand that a separate written agreement will be made.

5.4 The Client must pay Gravity Media Nederland's invoices within 30 days of invoice in the manner stated by Gravity Media Nederland and in the currency of the invoice, and will not be entitled to any set-off or suspension.

5.5 If an invoice is not paid within this term the Client will be in default by operation of the law. In that case the Client will owe interest at 1% per month. The interest on the amount due will be calculated from the date when the Client becomes in default until the date of payment in full.

5.6 If the Client is in default or fails to comply with its obligations (in time), all reasonable costs incurred to obtain an out-of-court settlement will be paid by the Client. The extrajudicial costs will be calculated based on common rates in the Dutch debt collection practice, which currently is the calculation method of Voorwerk II Report. If, however, it was reasonably necessary for Gravity Media Nederland to incur more costs for collection, the costs actually incurred will be eligible for compensation. Any judicial costs and enforcement costs will also be recovered from the Client. The Client will also owe interest of 1% per month on the collection costs due.

5.7 Gravity Media Nederland has the right to retain goods, audiovisual materials, products, property rights, documents, databases and (interim) results of Gravity Media Nederland's services received or generated under the Agreement, despite any existing obligation to surrender, until the Client has paid in full all amounts payable to Gravity Media Nederland.

5.8 Upon conclusion and during the term of the Agreement Gravity Media Nederland has the right, without stating reasons, to demand that the Client provides an appropriate form of security such as a bank guarantee or deposit, for compliance with the Client's obligations under the Agreement. If Gravity Media Nederland requests security of the Client, Gravity Media Nederland will have the right to suspend (further) execution of the Agreement until such security has been provided.

6. Terms and engaging third parties

6.1 All terms agreed by Gravity Media Nederland for the execution of the Agreement have been set to the best of Gravity Media Nederland's knowledge based on the information known to Gravity Media Nederland at the time of entering into the Agreement and are never final. Gravity Media Nederland will make every due effort to observe the agreed terms as much as possible.

6.2 The mere excess of a term does not constitute default on Gravity Media Nederland's part. In all cases Gravity Media Nederland will not be in default upon excess of a term until the Client has given Gravity Media Nederland notice of default. In doing so, the Client must offer Gravity Media Nederland a reasonable term to execute the Agreement. In the event of imminent excess of any term Gravity Media Nederland and the Client will consult as soon as possible.

6.3 Gravity Media Nederland has the right to outsource execution of the Agreement in whole or in part to third parties or to have third parties assist Gravity Media Nederland in the execution.

7. Liability

7.1 Gravity Media Nederland's total liability on any basis whatsoever for any loss or damage whatsoever is limited to compensation for the Client's direct loss and damage and up to the amount of the agreed price (exclusive of vat) for the element to which the liability relates directly. The compensation for direct loss and damage will never exceed EUR 100,000 (one hundred thousand Euro). Direct loss and damage will be understood to exclusively:

a. Any reasonable costs incurred by the Client to have Gravity Media Nederland's defective performance comply with the Agreement;
b. Any reasonable costs incurred by the Client to prevent or limit the direct loss or damage as referred to in these standard terms and conditions;
c. Any reasonable costs incurred by the Client to determine the cause and extent of the direct loss and damage as referred to in these standard terms and conditions.

7.2 Gravity Media Nederland will never be liable for any indirect loss or damage including at any rate consequential loss or damage, direct trading loss, lost sales or loss of profits, lost savings, damage caused by business interruptions, reputational damage, reduced goodwill, extinction, loss or damage of audio and/or image and/or information carriers and the audiovisual materials stored on the same, loss and damage related to the use of goods of the Client or third parties provided or prescribed by the Client to Gravity Media Nederland, loss or damage related to the engagement of third parties as required by the Client of Gravity Media Nederland, theft, loss or damage to property of the Client, personnel of the Client, third parties engaged by the Client or public admitted by the Client, loss or damage due to malperformance or poor performance of connections or defective quality of those connections, regardless whether or not realized by Gravity Media Nederland or by third parties, or the defective quality of line branches of those connections provided by Gravity Media Nederland at the Client's request for itself or third parties and all other forms of loss or damage other than those listed in Article 7.1.

7.3 The limitations of Gravity Media Nederland's liability set out in the preceding paragraphs of this Article 7 do not apply if and to the extent that the loss or damage is due to intent or gross negligence of Gravity Media Nederland or its managing employees.

7.4 Gravity Media Nederland will be liable exclusively for imputable failure to comply with the Agreement if Gravity Media Nederland immediately, but no later than within 48 hours after execution of the (relevant part of the) Agreement, has received a written notice of default containing a full and detailed description of the Client's failure, setting Gravity Media Nederland a reasonable term for performance, and Gravity Media Nederland fails to perform within this term. Failing a notice of default within said term any claims of the Client on account of Gravity Media Nederland's imputable failure will lapse. Any claim for compensation against Gravity Media Nederland will lapse by the mere expiry of 12 months after such claim has arisen.

7.5 The provisions of this Article 7 will apply also in favour of all (legal) persons engaged by Gravity Media Nederland in the execution of the Agreement. Section 6:254 of the Dutch Civil Code explicitly does not apply to the Agreement.

8. Non-imputable failure

8.1 Gravity Media Nederland will not be required to fulfil any obligation towards the Client if Gravity Media Nederland is prevented from doing so by circumstances that cannot be attributed to fault and for which is Gravity Media Nederland not accountable by law, a legal act or according to generally accepted standards.

8.2 In addition to the definitions applied by law and case law, in these standard terms and conditions a non-imputable failure of Gravity Media Nederland will be understood to mean all external causes, foreseen or unforeseen, over which Gravity Media Nederland has no control and that make it impossible for Gravity Media Nederland to fulfil its obligations. This includes but is not limited to failures by Gravity Media Nederland's suppliers, war, armed conflicts, terrorist attacks, uprisings, riots, nuclear reactions, natural disasters, volcanic eruptions, fires, industrial actions and other actions by the personnel of Gravity Media Nederland and/or its suppliers, excessive sickness absence, transportation problems, power grid failures or closure of Media Park in Hilversum or the buildings where Gravity Media Nederland performs its activities.

8.3 In view of the responsibility of Stichting Nederlandse Publieke Omroep to ensure that events of national or major importance for society are reported as well as special international events, a failure is also non-imputable to Gravity Media Nederland if Gravity Media Nederland cannot or can no longer fulfil its obligations towards the Client because Gravity Media Nederland must deploy personnel and/or resources, directly or indirectly, for Stichting Nederlandse Publieke Omroep in connection with events as referred to above.

8.4 If a failure to fulfil the obligations of either Party under the Agreement cannot be imputed to that party, the mutual obligations of the parties will be suspended until execution of such obligations will be reasonably possible again.

8.5 If the actual suspension further to a non-imputable failure exceeds 2 months, either party will have the right to terminate the Agreement immediately and without any notice of default or judicial intervention being required and without either party being able to demand compensation of the other.

8.6 To the extent that Gravity Media Nederland at the time when the non-imputable failure takes effect has meanwhile fulfilled its obligations under the Agreement in part and the fulfilled part has independent value, Gravity Media Nederland has the right to separately invoice that part. The Client must pay this invoice as if it were a separate Agreement.

9. Indemnity

The Client will fully indemnify Gravity Media Nederland and the personnel provided by Gravity Media Nederland against any claims of third parties that in connection with the execution of the Agreement sustain loss or damage, the cause of which is imputable to a party other than Gravity Media Nederland.

10. Confidentiality and protection of personal data

10.1 The Client and Gravity Media Nederland will treat as strictly confidential any written or oral information received from the other party in the context of the Agreement that the recipient knows or should know to be confidential and not disclose such information to third parties unless such information:

a. Was already in the possession of the recipient without any duty of confidentiality;
b. Is already in the public domain other than due to an infringement of this Article 10 or disclosure of which the recipient at the time of disclosure knew or reasonably could have known to be unlawful;
c. Is disclosed to their respective professional advisors under imposition of a duty of confidentiality and only if necessary for any reasonable purpose; or
d. Must be disclosed pursuant to applicable rules of law or regulations of a stock exchange or decisions of any national, provincial, municipal or other government authority or court ruling in any relevant jurisdiction, but in that case only after prior and timely consultation with the other party about the necessity, time and content of disclosure.

10.2 Information will at any rate be regarded as confidential if designated as such by the provider of that information. The recipient of confidential information will use that information only for the purpose for which it has been provided.

10.3 The parties will comply with the obligations arising from the General Data Protection Regulation. If a party acts in breach of the General Data Protection Regulation, it will indemnify the other party against any claims and any resultant loss or damage.

10.4 The parties acknowledge and agree that the provisions contained in the Annex to the Processing Agreement (including the annexes) apply to the Agreement to the extent that the General Data Protection Regulation (GDPR) applies to the processing of personal data under or in connection with the Agreement.

10.5 Use of Personal Data During the Quotation and Tender Phase

- In connection with requests for quotations, pitches and tender procedures, Gravity Media Nederland may disclose limited personal data where this is necessary for the assessment of its proposal and in accordance with applicable data protection laws and regulations. Such personal data may include the names, positions and relevant experience of proposed employees and/or engaged third parties.
- The Client shall process the personal data provided in this context solely for the purpose of assessing the relevant quotation, pitch or tender. The Client shall not use such data for any other purpose or disclose it to third parties, except where this is necessary for the Client's internal assessment.
- If no agreement is concluded, the Client shall delete or anonymise the personal data received without undue delay and no later than 30 days after the decision not to award the contract, unless and to the extent that a statutory retention obligation applies.
- If an agreement is concluded, the personal data shall be processed only insofar as this is necessary for the performance of the agreement and in accordance with applicable data protection laws and regulations.
- The Client shall implement appropriate technical and organisational measures to protect the confidentiality and integrity of the personal data received.

11. Non-poaching clause

During the term of the Agreement and for a period of 1 year after termination of the Agreement the Client will not without Gravity Media Nederland's prior written consent hire employees of Gravity Media Nederland or affiliated companies who are or were involved in the execution of the Agreement or have such employees, directly or indirectly, do work for the Client in the broadest sense. Gravity Media Nederland will not withhold its consent if the Client has offered Gravity Media Nederland a suitable consideration.

12. Option

12.1 If Gravity Media Nederland grants an option to enter into an Agreement, Gravity Media Nederland will specify the date by which the option holder must exercise this option. If the option holder does not exercise the option in writing before that date, the option granted will lapse.

12.2 Gravity Media Nederland will always have the right to reduce the option term referred to in Article 12.1 by requesting an option holder to exercise the option within 24 hours. If the option holder does not exercise the option in writing within this term, the option granted will lapse.

13. Cancellation

13.1 The Client may cancel an Agreement only if the Client does so in writing and prior before Gravity Media Nederland commences execution of the Agreement.

13.2 In the event of cancellation the Client will reimburse Gravity Media Nederland for all costs incurred for preparation.

13.3 In the event of cancellation less than 21 calendar days before Gravity Media Nederland commences execution of the Agreement, the Client must pay compensation equalling 75% of the total price agreed. In the event of cancellation less than 7 calendar days before Gravity Media Nederland commences execution of the Agreement, the Client must pay compensation equalling 100% of the total price agreed.

13.4 Gravity Media Nederland has the right to cancel the Agreement in writing in whole or in part if there is a change in circumstances such that Gravity Media Nederland cannot reasonably be expected to fulfil the Agreement or that fulfilment would entail risks under criminal law or other legal risks. In that case the Client will not be entitled to any compensation.

14. Premature termination

14.1 Gravity Media Nederland and the Client may terminate the Agreement only if the other party, in all events after a written notice of default containing a full and detailed description of the failure and setting a reasonable term for compliance, is in breach of essential obligations under the Agreement.

14.2 Gravity Media Nederland and the Client have the right to terminate the Agreement in whole or in part in writing with immediate effect and without notice of default if the other party commences negotiations with one or more creditors or takes similar steps to restructure all or part of its debts, enters into a debt arrangement with its creditors, applies for suspension of payments or is declared bankrupt. The party terminating the Agreement on such basis will never be required to refund any monies already received or pay compensation.

14.3 Unless agreed otherwise in writing, the Parties explicitly agree that the Agreement may not be terminated.

15. Intellectual property

15.1 The Client warrants and represents to Gravity Media Nederland that no third party intellectual property rights oppose execution of the Agreement by Gravity Media Nederland and that the Client has full and unlimited permission of all rightful owners to include elements that are the subject of intellectual property rights in the programming material and to have the same recorded by Gravity Media Nederland on audiovisual or other information carriers. The Client will fully indemnify Gravity Media Nederland and all of its affiliated parties against any claims on account of infringement of the provisions of this article.

15.2 Unless explicitly agreed otherwise in the Agreement, all intellectual and industrial property rights in the goods manufactured or provided under the Agreement by Gravity Media Nederland, its employees and/or any freelancers engaged, will vest exclusively in Gravity Media Nederland, its licensors, or its suppliers. The Client will only acquire the rights of use explicitly awarded by these standard terms and conditions and the law. Any other or further rights of the Client will be excluded. Any right of use awarded to the Client will be non-exclusive and non-transferable to third parties.

16. Other obligations of the Client

16.1 The Client will always provide Gravity Media Nederland in time with all data or information that according to Gravity Media Nederland are necessary or that the Client should reasonably understand to be necessary in the execution of the Agreement, render all cooperation, including the granting of timely, free and unrestricted access to buildings and sites, and ensure that Gravity Media Nederland will have the workspace and facilities reasonably required for execution of the Agreement at its timely disposal. The Client will ensure that its personnel that will be made available to cooperate in the execution of the Agreement will have the necessary knowledge, experience, capacity and knowhow.

16.2 In the event of non-compliance or late compliance by the Client of the obligations referred to in Article 16.1 or if the Client does not complies with its obligations in any other manner, Gravity Media Nederland will have the right to suspend execution of the Agreement in whole or in part and/or to charge any resultant costs to the Client at Gravity Media Nederland's usual rates. The term of execution does not commence until the Client has provided the data or information to Gravity Media Nederland.

16.3 The Client warrants and represents that the workspace and facilities referred to in Article 16.1 meet all applicable (legal) requirements and regulations on working conditions and occupational safety as referred to in Section 7:658 Dutch Civil Code. The Client will indemnify Gravity Media Nederland against any claims of third parties, including employees of Gravity Media Nederland, on account of infringements of this warranty.

16.4 The Client will ensure as much as possible that Gravity Media Nederland's name and role will be included in the closing credits and other promotional statements regarding the programme to which the Agreement relates.

17. Miscellaneous

17.1 Any variations from or exclusions of these standard terms and conditions will be valid only with the explicit and written consent of Gravity Media Nederland.

17.2 If a provision of these standard terms and conditions proves null and void or non-enforceable, the other provisions of these standard terms and conditions will remain effective as much as possible. Gravity Media Nederland and the Client will make every effort to reach agreement on a new provision that approximates the purport and objective of the null and void or unenforceable provision as closely as possible.

17.3 The Client does not have the right to transfer its rights and obligations under the Agreement without the prior written consent of Gravity Media Nederland.

17.4 Any notices or other communications under or in connection with the Agreement must be (i) made in writing and by registered post to the address stated in the Agreement, or (ii) if applicable, be sent by email to the email address stated in the Agreement.

17.5 In the event of conflicts between the Dutch version of these standard terms and conditions and a translation, the Dutch text will prevail. In the event of conflicts between general provisions contained in this section I and a specific provision contained in the following sections, the specific provision will prevail.

18. Disputes

18.1 The Agreement and all other legal relations to which Gravity Media Nederland is a party are governed by Dutch law exclusively even if an obligation is wholly or partially executed outside the Netherlands or if the party involved in the legal relationship has its place of residence or establishment outside the Netherlands. The applicability of the Vienna Sales Convention of 11 April 1980 (Trb. 1986, 61) is hereby excluded.

18.2 Any disputes arising further to the Agreement will be submitted to the competent court of Amsterdam, to the exclusion of any other courts of first instance. However, Gravity Media Nederland will still have the right to submit the dispute to the competent court in the Client's place of establishment.

18.3 The Parties will appeal to the court only after they have made every effort to resolve a dispute in joint consultation.

II RENTAL OF GOODS

In addition to the general provisions of section I, the provisions contained in this section II apply to every Agreement that regards (also) the rental of goods, such as the (separate) rental of equipment and studios.

19. Rental of equipment

19.1 Equipment is rented out for the rental period laid down in the Agreement in full calendar days. This rental period can be extended only with Gravity Media Nederland's prior written consent.

19.2 Unless otherwise agreed in the Agreement, the Client will take receipt of the rented equipment in Gravity Media Nederland's business location in Hilversum during office hours (9:00 am – 5:30 pm) on the start date of the rental period. If the Agreement does not specify a start date, the rent will commence on the date when Gravity Media Nederland has made the rented equipment available to the Client. If the Client fails to collect the rented equipment on the start date, the Client will still be bound by the Agreement and must pay the agreed rental fee.

19.3 The Client or its authorised representative must hand Gravity Media Nederland a copy of their passport and/or driving licence before taking receipt of the rented equipment.

19.4 Gravity Media Nederland will ensure that the rented equipment is packaged adequately. The Client will transport the rented equipment only in this packaging, using appropriate means of transportation.

19.5 No later than on the end date specified in the Agreement the rented equipment must be returned by the Client in the same condition and packaging to Gravity Media Nederland's distribution point during office hours (9:00 am – 5:30 pm) unless otherwise agreed in the Agreement. The Client must also return to Gravity Media Nederland all consumables, including the spare materials provided by Gravity Media Nederland as well as any (broken) parts replaced by the spare materials, failing which the Client must reimburse Gravity Media Nederland for the new-for-old value of the materials concerned.

19.6 If the rented equipment has not been returned to Gravity Media Nederland by the end date of the rental period, the Client will be in default without any notice of default being required. For every day that the rented equipment is returned late, the Client will owe Gravity Media Nederland the rental fee per day as specified in the Agreement, without prejudice to Gravity Media Nederland's right to demand additional compensation.

19.7 Gravity Media Nederland will inspect the rented equipment for completeness and visible damage upon return by the Client. The functional inspection may be performed at a later stage.

19.8 If the Client fails imputably in the fulfilment of its obligations under the Agreement, the Client will reimburse Gravity Media Nederland the new-for-old value of the equipment for the loss and damage sustained by Gravity Media Nederland on account of loss, damage or theft of the equipment rented by the Client from Gravity Media Nederland.

19.9 The Client is responsible for deleting or securing all data stored on the rented equipment, including memory cards, hard drives and other storage media, before returning the equipment. Gravity Media Nederland shall have no obligation to retain, recover or destroy such data. Gravity Media Nederland accepts no liability for the loss, disclosure or retention of any such data. If the Client fails to delete the data, Gravity Media Nederland shall be entitled to do so at its own discretion, without liability for any resulting consequences.

20. Rental of real property

20.1 If renting real property the Client must follow Gravity Media Nederland's company rules and all directions of Gravity Media Nederland's supervisory personnel.

20.2 If the Client, whether or not during a recording, admits an audience, this will be on the Client's responsibility, but with due observance of the directions of the supervisory personnel referred to in Article 20.1., which may deny (further) access to audience or demand that the rented space be vacated. The Client must strictly obey Gravity Media Nederland's requirements on the size of the audience to be admitted.

20.3 The Client will be fully responsible for the personal safety of its employees, any third parties engaged and the audience admitted by the Client.

20.4 Without the prior written consent of Gravity Media Nederland the Client will not make any changes to or remove anything from the rented space. If Gravity Media Nederland has consented to changes in the rented property, the Client must restore the rented property to its original condition upon expiry of the Agreement.

20.5 The Client must always grant Gravity Media Nederland access to the rented property at Gravity Media Nederland's first request.

21. Condition

Upon commencement of the rental period the Client will inspect the rented property and if no defects are found, sign for receipt in good condition. If the Client has not signed for receipt in good condition, the rented property will be deemed to have been delivered and accepted in the condition that the Client may expect of well-maintained property of the type to which the Agreement relates.

22. Usage, inspection and defects

22.1 The Client does not have the right to use the property rented from Gravity Media Nederland for a purpose or in a location other than stipulated in the Agreement. If the Agreement does not contain any provisions in this respect, the Client may use the rented property only for the purpose and in the location intended by the nature of the property.

22.2 The Client must use the rented property with due care and with due observance of the legal regulations and always immediately follow the instructions and/or directions of Gravity Media Nederland regarding the use and maintenance of the rented property.

22.3 Unless with the prior written consent of Gravity Media Nederland, the Client will not have the right to let third parties rent, sublease or use the rented property in whole or in part other than as part of the Client's normal business activities.

22.4 Gravity Media Nederland always has the right to inspect and maintain the rented property.

22.5 The Client must immediately report any defects or damage discovered during the rental period to Gravity Media Nederland in a complete and detailed written statement. Gravity Media Nederland will carry out the repairs or will have these carried out by third parties at Gravity Media Nederland's expense. Without Gravity Media Nederland's prior consent the Client may not carry out or have others carry out repairs or changes to the rented property.

22.6 In the event of theft or any other offence the Client must file a report to the relevant authorities and provide a copy of the report and/or the official record to Gravity Media Nederland.

22.7 In the event of loss of or damage to the rented property or if third parties exercise rights regarding the rented property, including the levying of attachment, the Client must immediately inform Gravity Media Nederland.

III SUPPLY OF SERVICES

In addition to the general provisions included in section I, the provisions contained in this section III apply to every Agreement that regards (also) the supply of services such as advice, training, support and the provision of staff (secondment).

23. Execution

23.1 Gravity Media Nederland will execute the services set out in the Agreement to its best of its knowledge and ability and in accordance with high standards, where applicable in accordance with the procedures laid down in the Agreement. All services of Gravity Media Nederland will be executed based on a best-effort obligation unless and to the extent that Gravity Media Nederland has explicitly committed itself to produce a result and this result has been described in a sufficiently precise manner. Any agreements on the service level will always be agreed in writing only.

23.2 Only if explicitly recorded in the Agreement will Gravity Media Nederland be required, when executing the Agreement, to follow timely and responsible directions of the Client. Gravity Media Nederland will not be required to follow any directions that change or supplement the content or scope of the Agreement.

23.3 All contracts for services will be deemed to have been granted to and accepted by Gravity Media Nederland. This applies also if the relevant Agreement has been entered into explicitly or tacitly with execution by a particular individual in mind. Therefore, the applicability of Sections 7:404, 7:407.2 and 7:409 Dutch Civil Code is hereby explicitly excluded.

24. Provision of personnel

24.1 Gravity Media Nederland supports the Client by providing and deploying personnel to carry out the work described in the Agreement. The estimated period during which the personnel will be deployed or the estimated duration of the work will be recorded in the Agreement.

24.2 Gravity Media Nederland will make every effort to ensure that the personnel provided has the expertise and professional skills that the Client may expect them to have to execute the work under customary conditions.

24.3 Pursuant to the Act on Transparent and Predictable Working Conditions, which relates to predictable working conditions like work schedules and working hours, our personnel is entitled to certainty about their work schedule and that reasonably no changes may be implemented within the statutory term of four days.

24.4 Personnel will be provided per hour with a minimum of six hours a day unless otherwise stipulated in the Agreement. The price of the provision of personnel will be determined based on subsequent costing on the basis of the hours spent on the work. The provision of personnel commences when a member of Gravity Media Nederland's personnel or a third party engaged by Gravity Media Nederland starts to work for the Client with time spent travelling, preparing, packaging, subsequently inspecting or unpacking will be regarded as doing work.

24.5 The hourly rate has been specified in the Agreement. The rate applies only to the position or personnel member specified in the Agreement. The hourly rate specified in the Agreement applies in the calendar year in which the Agreement has been made. Any price increases resulting from government measures will be charged to the Client effective from the date of such changes. Any price increases resulting from the wage cost developments at Gravity Media Nederland will be charged on 1 January of every year.

24.6 The Client must ensure that all legal provisions on working conditions and working hours and the duty of care regarding occupational safety as referred to in Section 7: 658 Dutch Civil Code in the execution of the Agreement will be met. The Client will indemnify Gravity Media Nederland against any penalties and claims on account of breach of those provisions or non-compliance with this duty of care.

24.7 Gravity Media Nederland will fully comply with its obligations under all applicable social insurance and tax laws regarding the personnel provided by Gravity Media Nederland to the Client. Gravity Media Nederland indemnifies the Client against any claims and/or subsequent assessments of the industrial insurance association or tax authorities on account of the imputable failure to comply with those obligations. At the Client's first request Gravity Media Nederland will provide the Client with written proof of payment of the social contributions and taxes referred to in this paragraph.

IV. SALE AND DELIVERY OF GOODS

In addition to the general provisions included in section I, the provisions contained in this section IV apply to every Agreement that regards (also) the sale and delivery of goods, such as the sale of equipment.

25. Delivery and transfer of risk

25.1 Delivery will be made Ex Works (Incoterms 2020) in Gravity Media Nederland's location in Hilversum, unless otherwise stipulated in the Agreement. Where possible, Gravity Media Nederland will inform the Client before delivery of the time when Gravity Media Nederland or the carrier engaged by Gravity Media Nederland intends to deliver the goods. The delivery times stated by Gravity Media Nederland will always be indicative. The Client must ensure that someone must be present at the delivery address stated between 9:00 am and 5:30 pm on working days to take receipt of the goods, failing which Gravity Media Nederland has the right to charge additional delivery charges.

25.2 The risk of loss, theft or damage to goods that are the subject of the Agreement will pass to the Client when such goods have been placed under the actual control of the Client or auxiliary staff of the Client. If a carrier is used for delivery, whether or not at the request or on the instructions of the Client, the risk of loss, theft or damage to the goods will pass to the Client at the time of surrender of the goods to the carrier.

26. Retention of title

26.1 All goods delivered by Gravity Media Nederland under the Agreement remain Gravity Media Nederland's property until the Client has duly fulfilled all its obligations under the Agreement.

26.2 Any goods delivered by Gravity Media Nederland subject to retention of title pursuant to Article 26.1 may not be resold and may never be used as means of payment. The Client does not have the right to pledge or otherwise encumber the goods delivered subject to retention of title.

26.3 The Client must always do everything that may be reasonably expected of the Client to safeguard Gravity Media Nederland's property rights.

26.4 If third parties levy attachment on goods delivered subject to retention of title or wish to create or exercise rights on such goods, the Client must immediately notify Gravity Media Nederland.

26.5 The Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, damage caused by explosion and water and against theft, and to provide the policy of such insurance to Gravity Media Nederland for inspection at the first request. Gravity Media Nederland will be entitled to any payments made by the insurer. To the extent necessary the Client already undertakes towards Gravity Media Nederland to cooperate in anything necessary or desirable in that context.

26.6 In the event that Gravity Media Nederland wises to exercises its property rights referred to in this article, the Client already grants unconditional and irrevocable consent to Gravity Media Nederland and any third parties designated by Gravity Media Nederland to access any site where the property of Gravity Media Nederland is located and to repossess such goods.

27. Guarantees and complaints

27.1 The goods to be delivered by Gravity Media Nederland comply with the usual requirements and standards that can be reasonably set at the time of delivery and applicable to the use for which they are intended in case of normal use in the Netherlands. The guarantee referred to in this article applies to goods intended for use in the Netherlands. In case of use outside the Netherlands the Client must verify whether the goods are suitable for used in that country and meet the criteria set in that country. In that case Gravity Media Nederland may set other guarantee terms and conditions regarding the goods or services to be delivered.

27.2 The guarantee referred to in Article 27.1 will apply for a period of 12 months after delivery unless another term follows from the nature of the goods or services delivered or if the parties have agreed otherwise. If the guarantee granted by Gravity Media Nederland regards goods manufactured by a third party, such guarantee will be limited to the guarantee granted by the manufacturer, unless otherwise stated.

27.3 Any form of guarantee will lapse if a defect arose from or was caused by improper or inappropriate use or use after the use-by date, incorrect storage or maintenance by the Client and/or third parties, if the Client or third parties without Gravity Media Nederland's written consent have made or tried to make changes to the goods, other goods were attached to the goods that should not be attached to the goods or if the goods were processed or treated in any manner other than as prescribed. The Client will not be entitled to any guarantee either if the defect arose from or was caused by circumstances over which Gravity Media Nederland has no control, including weather conditions (including but not limited to extreme rains or temperatures).

27.4 The Client must (cause others to) inspect the goods immediately when the goods are made available to the Client or the work has been carried out. In doing so the Client must check whether the quality and/or quantity of the goods or services delivered are as agreed and comply with the requirements agreed by the parties in that respect. Any visible defects must be reported to Gravity Media Nederland in writing within seven calendar days after delivery. Any hidden defects must be reported in writing to Gravity Media Nederland immediately upon discovery but at any rate within fourteen calendar days of discovery. The report must contain an as detailed as possible description of the defect to enable Gravity Media Nederland to respond adequately. The Client must give Gravity Media Nederland the opportunity to (cause others to) investigate a complaint.

27.5 Filing a complaint in time does not suspend the Client's payment obligation. The Client will still be required to take receipt of and pay any other goods ordered.

27.6 If a defect is reported not in time, the Client will not be entitled to repair, replacement or compensation.

27.7 If it has been established that goods are defective, and a complaint has been filed in time, Gravity Media Nederland will replace the defective goods within a reasonable term after receiving the returned goods or if returning the goods is reasonably not possible, written notification of the defect by the Client, or, at Gravity Media Nederland's option, replace the defective goods or arrange for their repair or pay the Client compensation instead. In case of replacement the Client must return the replaced goods to Gravity Media Nederland and grant possession to Gravity Media Nederland unless Gravity Media Nederland states otherwise.

27.8 If it has been established that a complaint is unfounded any costs incurred by Gravity Media Nederland further to that complaint, including the costs of investigation, will be paid in full by the Client.

27.9 After expiry of the guarantee period all costs of repair or replacement, including any handling costs, shipping costs and call-out charges will be charged to the Client.

27.10 In deviation from the statutory limitation periods, the limitation periods for all claims and defences against Gravity Media Nederland and the third parties engaged by Gravity Media Nederland in the execution of an agreement will be 12 months after delivery.

ANNEX

PROCESSING AGREEMENT

WHEREAS

a. This Processing Agreement forms an inseparable part of the Agreement, by which Gravity Media Nederland acts as the Processor ('Processor') of personal data for the Client as the Controller ('Controller').

b. In the execution of the Agreement the Processor will process the data for which the Controller is and remains responsible. Such data include personal data as referred to in the General Data Protection Regulation (EU 2016/679), hereinafter referred to as the 'GDPR'.

c. Under Article 28 GDPR the Parties are required to enter into a Processing Agreement for the processing of personal data. The Parties enter into this Processing Agreement to meet their obligations under the GDPR.

1. DEFINITIONS

1.1 In this Processing Agreement the terms below have the meaning as defined here:

Subject;	The identified or identifiable person as defined in Article 4 GDPR;
Data Breach;	Any breach of the security of Personal Data;
Personal Data;	All data regarding an identified or identifiable natural person (the 'Subject'), as defined in the GDPR, which is Processed by the Processor under the Agreement as set out in Annex 1;
Sub-Processor	A processor as defined in the GDPR who by order of the Processor or a person engaged by the Processor will Process Personal Data for the Controller;
Technical and Organisational Measures;	The technical and organisational measures as defined in the GDPR;
Applicable Laws	All laws including the GPDR on the protection of personal data that apply to the Processing of Personal Data in connection with the activities carried out under the Agreement;
Process or Processing	Any operation or set of operations performed on personal data as defined in Article 4 GDPR; and
Processing Agreement	This processing agreement including the annexes.

2. APPLICABILITY

2.1 This Processing Agreement applies if upon delivery of services under the Agreement one or more processing operations are performed as set out in Annex 1, in which Gravity Media Nederland acts as the Processor and the Client as the Controller.

2.2 If by order of the Client Gravity Media Nederland processes other Personal Data or if such Personal Data are processed other than as set out in Annex 1, this Processing Agreement also applies to those Processing Operations where possible.

3. PROCESSING

3.1 Gravity Media Nederland will process Personal Data only in accordance with the Client's instructions and in the manner set out in Annex 1;

3.2 Gravity Media Nederland will store Personal Data only for as long as required by the Controller and will alter, anonymise, block or remove the Personal Data as soon as the Controller instructs Gravity Media Nederland to do so;

3.3 Gravity Media Nederland will ensure that only (i) its employees; and (ii) Sub-Processors have access to Personal Data and only for as long as and if necessary in the execution of the Processor's obligations under the Agreement.

4. TECHNICAL AND ORGANISATIONAL MEASURES

4.1 Gravity Media Nederland will take and maintain and if necessary adjust Technical and Organisational Measures to protect the Personal Data to prevent Data Breaches in accordance with Article 32 GDPR.

4.2 Taking account of the nature of the Processing and the information available, Gravity Media Nederland will assist the Client in complying with the obligations under the Applicable Laws, in particular Articles 32 to 36 inclusive of the GDPR.

4.3 The Client has the right to instruct Gravity Media Nederland to take additional security measures and Gravity Media Nederland will implement such additional security measures within a reasonable term set by mutual agreement.

5. SUB-PROCESSORS

5.1 Gravity Media Nederland may not have Sub-Processors Process Personal Data unless prior to the engaging of the Sub-Processor in question the Controller has approved that Sub-Processor in writing. The Client's approval may also regard a specific type of Sub-Processor.

5.2 If the Client does not consent to the engagement of Sub-Processors, Gravity Media Nederland will ensure that an agreement will be made with the Sub-Processors in question imposing obligations on these Sub-Contractors in accordance with this Processing Agreement.

5.3 The Controller hereby grants permission to engage Sub-Processors and/or the type of Sub-Processors as set out in Annex 2.

6. AUDITS

6.1 Gravity Media Nederland will perform an ongoing audit of the security measures to identify points for improvement based on the state of technological developments and the emergence of new relevant technologies or changes in information security and in particular regarding its services. In this audit Gravity Media Nederland will be supported by implementing its own audits.

6.2 The Client has the right to have an independent registered accountant or registered computer scientist perform an (additional) audit of compliance with the provisions of this Processing Agreement. The Client will notify Gravity Media Nederland in time of its intention to perform such audit.

6.3 Gravity Media Nederland and its Sub-Processors will grant the Client and its auditors reasonable cooperation and grant access to the specific systems Processing Personal Data.

6.4 The Client will treat the information acquired during the audit as strictly confidential and will delete the information or parts thereof as soon as possible. The Client warrants and represents that any third parties engaged will also comply with these obligations.

7. CONFIDENTIALITY

7.1 Gravity Media Nederland will treat the Client's Personal Data as strictly confidential and will ensure that the Personal Data do not become available, directly or indirectly, to third parties not related to the Processing.

7.2 The duty of confidentiality regarding Personal Data by Gravity Media Nederland may be breached if a provision of law requires Gravity Media Nederland to provide Personal Data or if so instructed by the Client.

7.3 If it is not certain whether it may provide information to third parties, Gravity Media Nederland will consult with the Client.

7.4 Upon termination of this Processing Agreement this duty of confidentiality will still apply.

8. DATA BREACHES

8.1 The Processor will notify the Controller as soon as possible under the given circumstances, in accordance with Article 8.2, about (i) any legally valid request for inspection and/or surrender of Personal Data of the police or another law enforcement authority unless disclosure is not permitted, for instance because of the confidentiality of a criminal investigation and (ii) a Data Breach.

8.2 The Processor will provide the Client without any unreasonable delay of information in its possession as required to comply with the obligations under Article 33 GDPR and will keep the Client updated of the progress of recovery and other relevant developments regarding breaches and their consequences.

8.3 Gravity Media Nederland will not at its initiative inform Subjects that are (potentially) affected by a Data Breach and/or the supervisory authority authorized to assess the Processing of Personal Data about Data Breaches.

9. REQUESTS OF SUBJECTS

9.1 Gravity Media Nederland will grant reasonable cooperation to enable the Client to comply with its legal obligations if Subjects exercise their rights under Applicable Laws.

9.2 As soon as Gravity Media Nederland receives a request as referred to in the preceding paragraph Gravity Media Nederland will immediately inform the Client. Gravity Media Nederland will not reply to such request without the Client's consent.

9.3 On the Client's instructions, Gravity Media Nederland will immediately rectify, delete or otherwise modify or process the Personal Data as appropriate.

9.4 Gravity Media Nederland will notify the Client immediately about any requests or complaints from natural persons on the Processing of Personal Data.

10. LIABILITY

10.1 Gravity Media Nederland will be liable towards the Client as set out in the Agreement.

10.2 The Client will be responsible for its Personal Data and will be fully liable for the objective of the Processing, the use and the content of the Personal Data, the provision to third parties, the duration of storage of the Personal Data, the manner of Processing and the means used.

11. TERM AND TERMINATION OF PROCESSING AGREEMENT

11.1 This Processing Agreement will be made when the Parties have signed the Agreement and will continue until termination of the Agreement save for the provisions that survive this Agreement including but not limited to the duty of confidentiality.

11.2 Gravity Media Nederland will ensure that the Personal Data will be destroyed immediately at the Client's request upon termination of the Agreement or as much earlier as possible, or be transferred to the Client or a third party designated by the Client at the Client's expense.

11.3 If after termination of the Agreement the Controller does not file a request for destruction or transfer, Gravity Media Nederland will destroy the Personal Data immediately one month after termination unless the Personal Data must be stored longer because of legal obligations of Gravity Media Nederland or if the Client requests that the Personal Data be stored longer and Gravity Media Nederland and the Client reach agreement on the costs and other conditions of such longer storage period.

11.4 At the Client's first request Gravity Media Nederland will confirm in writing the destruction of the Personal Data, if any, as referred to in the preceding two paragraphs.

12. MISCELLANEOUS

12.1 Gravity Media Nederland has the right to make changes or additions to this Processing Agreement. Any changes or additions will take effect on the date specified in the notice announcing such changes. The changes will be published on the website of Gravity Media Nederland: nl.emglive.com.

12.2 If provisions of this Processing Agreement are in conflict with provisions of other processing agreements between Gravity Media Nederland and the Client, the provisions of these Processing Agreement will prevail unless explicitly dismissed.

12.3 This Processing Agreement is governed by Dutch law also if an obligation is executed in whole or in part outside the Netherlands or if the party to the legal relationship resides outside the Netherlands. The applicability of the Vienna Sales Convention of 11 April 1980 (Trb. 1986, 61) is hereby excluded.

12.4 Any disputes arising from this Agreement will be submitted to the competent court of Amsterdam to the exclusion of any other judicial authority in the first instance unless required otherwise by mandatory law. However, Gravity Media Nederland will have the right to submit the dispute to the competent court of the Supplier's place of establishment.

12.5 The Client shall remain the data controller in respect of any personal data recorded or stored using equipment or media made available by Gravity Media Nederland. The Client shall ensure that such data is deleted or securely retained before the equipment or media is returned. Gravity Media Nederland shall have no obligation to retain or destroy such data and accepts no liability for the loss, disclosure or retention of any such data. If Gravity Media Nederland discovers data on returned equipment, it shall be entitled to delete or destroy such data without prior notice.

ANNEX 1

DESCRIPTION OF PROCESSING OF PERSONAL DATA

Object of Processing
The objective of Processing is related directly to the services by Gravity Media Nederland, which renders national and international services in TV and media productions. Gravity Media Nederland facilitates the making of content with various facilities and professionals.

Categories of Personal Data
The categories of personal data that could be processed by Gravity Media Nederland include:

Personal data
- Name
- Position
- Address
- City
- Telephone number

Special personal data
- Visual material
- Health details
- Trade union membership
- Political beliefs
- Sexual orientation

These data are processed under the Agreement, based on legitimate interests or a derogation for journalistic purposes.

Processing of personal data
The Personal Data will be processed by Gravity Media Nederland as follows:
- The Client will supply content material for processing by Gravity Media Nederland.
- Gravity Media Nederland will process this material by making, transporting, storing and/or otherwise adapting camera recordings.
- The Client will receive the content material edited by Gravity Media Nederland and where possible inclusive of a copy of the unedited content material.
- Gravity Media Nederland will store the edited and unedited content material in accordance with the agreements made between Gravity Media Nederland and the Client.

SUB-PROCESSORS

With the consent of the Client Gravity Media Nederland will engage companies, mostly self-employed professionals without employees (‘ZZP’) as Sub-Processors in the execution of this Processing Agreement. These may include:
- Directors
- Camera operators
- Editors
- Graphic designers
- Subtitlers