

GENERAL TERMS AND CONDITIONS**valid as from 1 APRIL 2017****1. Definitions**

In the absence of an explicit statement to the contrary, the following words and expressions used in these general terms and conditions shall have the following meanings:

"Brand+Story" means the private limited liability company (*besloten vennootschap*) Brand-and-Story B.V., having its statutory seat in Amsterdam and its offices at Herengracht 495, 1017 BT Amsterdam, the Netherlands

"Agreement" means the Service Agreement and the General Terms and Conditions;

"Confidential Information" means any information, trade secrets or other proprietary information in whatever form obtained by both Client and Brand+Story, including but not limited to information regarding Clients and business relations of both Client and Brand+Story;

"Fee" means the fee for the Services as agreed upon in the Service Agreement;

"General Terms and Conditions" means these general terms and conditions, including any amendments and updates;

"Intellectual Property Rights" means (i) trademarks, service marks, domain names, trade dress ("modelrechten"), logos, trade names or corporate names, and other identifiers or sources of goodwill, including registrations and applications for registrations thereof, together with the goodwill associated therewith, (ii) copyrights, including copyrights in software and registrations and applications for registration thereof, (iii) proprietary information, including trade secrets, rights in know-how (iv) database rights (v) rights in software and

technology and other intellectual property rights in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

"in writing" or **"written"** shall mean written on hardcopy documents or by email, unless stated differently in the Agreement;

"Service Agreement" means the agreement between Brand+Story and Supplier, including any appendices, on the basis of which Brand+Story provides the Services to the Client;

"Services" means the services and work product to be provided by Brand+Story, as described in the Service Agreement;

"Client" means the legal entity, sole proprietorship or individual who has requested the Services, including employees of the Client and any person to whom all or part of the Client's obligations under the Agreement are assigned to.

2. General

2.1 These conditions are applicable to all offers, quotations and all Agreements between Brand+Story and a Client to which Brand+Story has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.

2.2 These terms and conditions are further applicable to all Agreements with Brand+Story that are executed with the assistance of third-parties.

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2.3 Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

2.4 The applicability of any purchasing or other conditions of the Client is expressly rejected.

2.5 If one or more of the provisions of these general terms and conditions or of the accompanying Agreement are invalid or set aside, the remaining provisions of these general terms and conditions and the Agreement shall remain applicable in full. Brand+Story and the Client will in that case enter into consultation with a view to getting agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

3. Offers and quotations

3.1 All offers are subject to Agreement unless the offer contains an express written statement to the contrary.

3.2 In the absence of a statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and other governmental levies.

3.3 If the acceptance differs (on minor points) to the offer set out in the quotation, Brand+Story is not bound to those differing points. In absence of a statement to the contrary by Brand+Story, the Agreement will in that case not be formed in keeping with those different points.

3.4 A composite price statement does not oblige Brand+Story to perform part of an order at a corresponding proportion of the stated price.

3.5 Offers and quotations are not automatically applicable to future orders.

4. Execution of the Agreement, information and resources

4.1 Brand+Story will execute the Agreement to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the Client can reasonably expect of Brand+Story. Brand+Story does not however guarantee that any intended result will be achieved.

4.2 Brand+Story will determine how and by whom the order is carried out, but will act in accordance with the Client's indicated wishes wherever possible. If and in so far as required for the correct execution of the Agreement, Brand+Story reserves the right to have the work carried out by third-parties.

4.3 The Client shall ensure that Brand+Story is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that Brand+Story indicates is necessary for the performance of the Agreement or which the Client could reasonably expect to understand is required both on commencement and during the execution of the Agreement. If the information required for the execution of the Agreement is not issued to Brand+Story on time or in full, Brand+Story reserves the right to suspend execution of the Agreement and/or to charge the Client with extra costs incurred as a result of the delay at the current market rates.

4.4 The Client shall ensure that Brand+Story is provided in good time with all resources and facilities that Brand+Story indicates are necessary and which the consumer could reasonably be expected to provide for the execution of the Agreement and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the Agreement are not issued to Brand+Story, Brand+Story reserves the right to suspend execution of the Agreement and/or to charge the Client with extra costs incurred as a result of the delay at the current market rates.

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4.5 The Client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to Brand+Story. Brand+Story cannot be held liable for losses of any nature whatsoever caused by the Brand+Story's use of incorrect and/or incomplete information provided by the Client, unless Brand+Story should have been aware of that inaccuracy or incompleteness.

4.6 The Client is obliged to inform Brand+Story without delay of changes to the issued information and other facts and circumstances that could be important to the execution of the Agreement.

4.7 If it has been agreed that the Agreement will be executed in stages, Brand+Story reserves the right to suspend execution of the components forming part of a subsequent stage until the Client has approved the results of the preceding stage in writing.

4.8 If Brand+Story or third-parties engaged by Brand+Story in the context of the order carry out work at the Client's location or a location indicated by the Client, the Client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.

5. Amendments to the Agreement

5.1 If during the execution of the Agreement it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the Agreement, the parties shall enter into consultation in good time and amend the Agreement accordingly.

5.2 Amendments or additions to the Agreement that have been agreed by the parties can result in a change to the completion date. Brand+Story shall inform the Client of changes to the completion date as soon as possible. Amendments or additions to the Agreement do not give the Client any entitlement to compensation for damages.

5.3 If the amendment or addition to the Agreement has any financial and/or quality implications, Brand+Story shall inform the Client of those implications in advance. Brand+Story has the right to charge additional costs to the Client.

5.4 If a fixed fee has been agreed, Brand+Story shall further indicate the extent to which the amendment or addition to the Agreement will result in that fee being exceeded.

6. Duration of the Agreement; period of execution

6.1 The Agreement between Brand+Story and a Client is entered into for the duration of the project unless the nature of the Agreement provides otherwise or the parties make express and written agreement to the contrary.

6.2 A time period agreed during the term of the Agreement for the completion of work shall not under any circumstances be deemed to be a firm deadline. If the implementation period is exceeded the Client must therefore issue Brand+Story with a written notice of default.

6.3 Unless it has been established that execution of the Agreement has become permanently impossible, the Agreement cannot be dissolved by the Client owing to the term being exceeded unless Brand+Story also fails to execute the Agreement or execute it in full within a reasonable period of time that he has indicated in writing following expiry of the agreed time of delivery.

7. Termination

7.1 Either party is authorised to terminate the Agreement with due observance of a notice period considered reasonable in the circumstances and towards the end of a calendar month unless otherwise agreed by the parties. Notice must be given in writing.

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7.2 If the Agreement is prematurely terminated by the Client, Brand+Story has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilisation unless the termination is in response to facts and circumstances that can be attributed to Brand+Story. The Client is further obliged to pay the bills for work carried out up until that time.

7.3 If the Agreement is prematurely terminated by Brand+Story, Brand+Story will arrange in consultation with the Client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the Client.

7.4 If Brand+Story incurs extra costs when transferring the work, the Client shall be obliged to compensate Brand+Story for those costs with due observance of the provisions of articles 8 and 9 of these general terms and conditions.

8. Fee

8.1 The parties can agree upon a fixed fee when forming the Agreement.

8.2 If a fixed fee is not agreed, the fee will be calculated on the basis of the hours actually worked. The fee will be calculated at Brand+Story's customary hourly rates applicable to the time period in which the work is carried out unless a different hourly rate has been agreed.

8.3 The fee and any cost estimates are exclusive of VAT.

8.4 If Brand+Story agrees on a fixed fee or hourly rate with the Client, Brand+Story shall none the less be entitled to increase that fee or rate, in cases where amendments or additions are made to the Agreement.

8.5 Brand+Story is further entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated

amount of work was underestimated when the Agreement was entered into, for reasons that cannot be attributed to Brand+Story, to such an extent that Brand+Story cannot reasonably be expected to perform the agreed work for the originally agreed fee. Brand+Story will inform the Client of his intention to increase the fee or rate. Brand+Story will state the amount of the increase and the date on which it will come into effect.

9. Payment

9.1 Payment is due within 30 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank account stipulated by Brand+Story. Objections to the level of the bills do not suspend the payment obligation.

9.2 If the Client fails to remit payment within the 30-day period, the Client shall be held in default by operation of law. The Client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the Client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.

9.3 In the event of the Client being liquidated, declared bankrupt or granted suspension of payment, the claims of Brand+Story on the Client shall become immediately due and payable.

10. Retention of title

10.1 All goods delivered by Brand+Story, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of Brand+Story until the Client has met in full all of the obligations under the Agreement entered into with

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Brand+Story; this to be decided at Brand+Story's discretion.

10.2 The Client is not authorised to pledge or encumber in any other way the goods covered by retention of title.

10.3 In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the Client is obliged to notify Brand+Story of that as soon as may reasonably be expected.

10.4 The Client is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand.

10.5 Goods delivered by Brand+Story and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment.

10.6 In the event of Brand+Story wishing to exercise his property rights as provided for in this article, the Client hereby gives unconditional and irrevocable permission, now for then, for Brand+Story or third-parties engaged by Brand+Story to enter the places where the property of Brand+Story is located and to repossess that property.

11. Collection costs

11.1 All judicial and extrajudicial (debt collection) costs reasonably incurred by Brand+Story in connection with the Client's non-compliance or late compliance with his payment obligations shall be for the Client's account.

11.2 The Client is liable for payment of interest over the debt collection costs.

12. Inspection, Complaints

12.1 Complaints about the work carried out must be lodged in writing by the Client to Brand+Story within 8 days of the faults being established, but 14 days at the latest following completion of the work in question. The notice of default should contain a description of the failure to perform in as much detail as possible so that Brand+Story is able to put forward an adequate resolution. A claim does not suspend the Client's payment obligation other than if and insofar as Brand+Story has informed the Client in writing that he regards the claim as being well-founded or well-founded in part.

12.2 If the complaint is well-founded, Brand+Story shall as yet carry out the work as agreed unless that is demonstrable no longer of any benefit to the Client. The Client shall be responsible for indicating that that is the case in writing.

12.3 If it is no longer possible or beneficial to carry out the agreed work, Brand+Story can repay a proportion of the fee already paid without continuing to carry out the order and Brand+Story can only be held liable in that regard within the constraints set forth in article 16.

13. Expiry period

13.1 Notwithstanding the provisions of article 12, the Client is obliged if he is or remains of the opinion that Brand+Story has failed to implement the Agreement on time, completely or correctly - unless this is done subject to the provisions of article 12.1 - to notify Brand+Story as such in writing and to exercise his rights to institute claims on that basis within one year of the date of that notification, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

14. Suspension and dissolution

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14.1 Brand+Story is authorised to suspend compliance with his obligations or to dissolve the Agreement if:

- The Client fails to meet his contractual obligations or meet them in full.
- After entering into the Agreement, Brand+Story becomes aware of circumstances that give Brand+Story good grounds to presume that the Client will not meet his obligations. If there are good grounds for presuming that the Client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcoming.
- Upon entering into the Agreement the Client was required to furnish security for meeting his contractual obligations and has failed to provide that or sufficient security.

14.2 Brand+Story is further authorised to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that compliance with the Agreement is no longer possible or can no longer be required according to the standards of fairness and equity or if circumstances arise of such a nature that the Agreement cannot reasonably be left in effect in unamended form.

14.3 If the Agreement is dissolved, the claims of Brand+Story on the Client shall become immediately due and payable. If Brand+Story suspends compliance with his obligations, he retains his claims by law and under the Agreement.

14.3 Brand+Story reserves the right at all times to claim compensation for damages.

15. Return of issued goods

15.1 If Brand+Story has issued the Client with goods during implementation of the Agreement, the Client is obliged to return those goods in their original

condition, free of defects and complete within 14 days of Brand+Story's first request for him to do so.

15.2 If the Client fails to meet the obligation set out above under 15.1, the Client will be obliged to compensate Brand+Story for the losses and costs arising thereof, including the replacement costs.

16. Liability

16.1 In the event of Brand+Story being held liable, that liability shall be limited to the provisions of this clause.

16.2 Brand+Story's liability for losses suffered by the Client as a result of the order not being carried out on time, in full or correctly is limited to a maximum of twice the amount of the fee charged by Brand+Story to the Client for the performance of the work in which the cause of the loss occurred. The compensation payable by Brand+Story to the Client cannot however under any circumstances exceed the amount for which Brand+Story's liability is insured. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Brand+Story. For the purpose of this and subsequent clauses of this article Brand+Story is also defined as the Brand+Story's employees and third-parties he has engaged for the implementation of the order.

16.3 Brand+Story cannot be held liable for losses caused by the Client's failure to meet the disclosure obligation pursuant to article 4.3 or the fact that the information provided by the Client is not in keeping with the provisions of article 4.5, unless those losses are the result of intentional act or omission or causes on par with gross negligence on the part of Brand+Story.

16.4 Neither can Brand+Story be held liable for losses caused by acts or omissions of third-parties engaged by the Client during implementation of the order, unless those losses have been caused by intentional

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act or omission or causes on par with gross negligence on the part of Brand+Story.

16.5 Brand+Story is further authorised at all times to maximally limit or reverse the Client's loss, for which the Client is obliged to cooperate in full.

16.6 The Brand+Story cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Brand+Story.

17. Indemnification

17.1 The Client indemnifies Brand+Story against claims of third-parties regarding intellectual property rights on materials or information issued to the Client and which are used during implementation of the Agreement.

17.2 If the Client issues Brand+Story with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.

17.3 The Client indemnifies Brand+Story against claims of third-parties regarding losses related to or arising from the order implemented by Brand+Story if and insofar as Brand+Story is not liable to the Client in that respect by virtue of the provisions of article 16.

18. Transfer of risk

18.1 The risk of the goods forming the subject of the Agreement being lost or damaged shall transfer to the Client at the time at which they are legally and/or actually delivered to the Client and are thus placed at the Client's disposal or a third-party nominated by the Client for that purpose.

19. Force majeure

19.1 The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

19.2 In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of Brand+Story but which prevent Brand+Story from meeting his obligations. That includes strikes at Brand+Story's business.

19.3 Brand+Story shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Brand+Story should have met his obligations.

19.4 The parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the Agreement without being obliged to pay any compensation for damages to the other party.

19.5 If Brand+Story has already partly met or will partly meet his contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied with, Brand+Story reserves the right to separately charge for the obligations already complied with or to be complied with. The Client is obliged to pay that charge as though it were a separate Agreement.

20. Confidentiality

20.1 Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their Agreement. Information is

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deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.

20.2 If Brand+Story is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and Brand+Story is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, Brand+Story is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the Agreement on the ground of any losses thus caused.

21. Intellectual property and copyrights

21.1 Notwithstanding the other provisions of these general terms and conditions, Brand+Story reserves the rights and powers enjoyed by Brand+Story under the Netherlands Copyright Act.

21.2 All reports, recommendations, Agreements, designs, sketches, drawings, software, etc., issued by Brand+Story are exclusively designated for the Client's use and the Client may not, without the prior permission of Brand+Story, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.

21.3 Brand+Story reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

22. No-takeover of personnel

22.1 During the term of the Agreement and for one year following its termination the Client will refrain

from employing or otherwise making use of the services, directly or indirectly, of employees of Brand+Story or of companies engaged by Brand+Story for the implementation of this Agreement or which are or have been involved in the implementation of the Agreement other than following proper consultation on that subject with Brand+Story.

23. Disputes

23.1 In the absence of mandatory rules of law to the contrary, the court in Brand+Story's place of establishment has exclusive competent jurisdiction.

23.2 The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

24. Applicable law

24.1 All legal relationships between Brand+Story and the Client to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

25. Source of the conditions

25.1 These conditions have been filed at the offices of the Chamber of Commerce in Amsterdam.

25.2 The most recently filed version or the version that was applicable at the time at which the Agreement was formulated shall be applicable at all times.