

GENERAL TERMS AND CONDITIONS

Version: April 2022

ARTICLE 1. DEFINITIONS

1.1. Elize Been: the sole proprietorship Elize Been, having its registered office in Utrecht and registered with the Chamber of Commerce under file number 58375139.

1.2. Client: the natural or legal person who has entered into an agreement with Elize Been.

1.3. 'General terms and conditions' means: the entirety of the conditions set out below.

1.4. Services: all services performed by Elize Been for the client. These include, but are not limited to: the creation of content for photography, review, videography, shooting, filming, editing and performing design for videos for vlogs, commercials, corporate videos and events, among others.

1.5. Agreement: the agreement between Elize Been and the client under which Elize Been will perform the service.

1.6. Information: all data provided by the customer.

1.7. Website: www.elizebeen.com

ARTICLE 2. APPLICABILITY

2.1. These general terms and conditions shall apply to all offers

made by Elize Been, quotations submitted, agreements concluded, services provided and other acts performed, unless otherwise agreed in writing.

2.2. By signing an agreement or order confirmation with Elize Been or by agreeing to them by e-mail, the client declares that he is aware of these Elize Been general terms and conditions and that he agrees to them.

2.3. In the event of a conflict between these general terms and conditions and agreements made in a contract, the provisions of the contract shall prevail.

2.4. These terms and conditions shall also apply to the actions of third parties hired by Elize Been for the execution of the delivery or service.

2.5. The applicability of the customer's general terms and conditions is rejected by the use of these general terms and conditions.

ARTICLE 3. QUOTATIONS AND OFFERS

3.1. Quotations from Elize Been shall be valid for the period indicated in the quotation. If no period is indicated, the offer shall

be valid for 14 days after the date on which it is issued.

3.2. Elize Been shall indicate in the offer which services are offered and which amounts are owed by the client upon acceptance of the offer.

3.3. If it turns out that the information provided by the client at the time of the application or agreement was incorrect, Elize Been shall be entitled to adjust the relevant prices and other terms and conditions.

3.4. Offers do not automatically apply to follow-up orders.

3.5. Elize Been reserves the right to invoice the client for a down-payment of 25% of the total order before Elize Been will carry out the order. If Elize Been asks for a down payment of more than 50%, this will be discussed with the client. If the client agrees, this will be confirmed in writing by means of a signed statement.

3.6. All prices communicated by Elize Been are amounts in euros, exclusive of VAT, exclusive of travel expenses, exclusive of props to be purchased, studio hire costs and for materials not in Elize Been's possession, and other established levies and/or fees, unless explicitly indicated otherwise.

3.7. Elize Been reserves the right to change prices in the meantime. If the prices of offered products

increase after the agreement has been concluded, the client is entitled to cancel the agreement as of the date on which the price increase takes effect. Price increases resulting from a legal regulation or provision are hereby excluded.

3.8. Elize Been reserves the right to increase prices annually by a percentage equal to the increase in the consumer price index, as determined by the CBS. This increase in prices does not entitle the client to terminate the agreement.

3.9. Elize Been is not liable and/or responsible for errors in the offer if the client could reasonably understand that the offer, or a part thereof, contains an obvious mistake, clerical error or typing error.

ARTICLE 4. AGREEMENT AND ADDITIONAL WORK

4.1. An agreement is concluded from the moment the client makes a communication in any way to Elize Been in the form of an acceptance of an offer.

4.2. After an agreement has been reached, it may only be subject to change by mutual consent.

4.3. After an agreement has been concluded, Elize Been shall execute the services within a reasonable time.

4.4. Elize Been has the right to have certain services performed by third parties without having to notify the client of this. If the execution of the service by a third party results in extra costs, these will be charged to the client after consultation.

4.5. Changes to the agreement originally concluded between the client and Elize Been shall not be valid until both parties have accepted these changes by means of an additional or modified written agreement.

4.6. If the client wishes to dissolve or cancel an agreement with Elize Been, he will only be entitled to this right if he pays for the work done up to that point or, in the event of cancellation, 10% of the fee agreed in the order confirmation.

4.7. If, due to circumstances unknown at the time of the offer or order confirmation, Elize Been has to perform more work than agreed in the offer or order confirmation, Elize Been shall be entitled to charge the client for the resulting additional costs after consultation. If the client objects to the additional costs which Elize Been wishes to charge, the client shall be entitled to cancel the part of the order which has not yet been executed, whereby the client shall be obliged to pay for

the work performed by Elize Been up to now.

4.8 The client cannot make any changes to the shooting plan until 2 weeks before the shoot. If this does happen, such as more props, styling, purchase of equipment and change of shoot location, a fee will be charged for the additional work. The fee is the amount of Elize Been's hourly wage. Elize will put this time and fee on the invoice.

ARTICLE 5. RIGHTS AND OBLIGATIONS FOR Elize Been

5.1. Elize Been guarantees that the assignment given to her shall be carried out to the best of her ability, applying sufficient care and expertise.

5.2. Elize Been shall make an effort to secure the data which Elize Been stores for the client in such a way that these data are not available to unauthorised persons.

5.3. If the client makes known complaints about the delivered services and/or products, Elize Been must enter into consultation with the client with a view to finding a mutually satisfactory solution.

5.4. Elize Been shall be entitled to place an attribution of a name in/on delivered products. The client shall not be entitled to remove this attribution, except in cases in

which Elize Been has given its express consent for removal.

5.5. In addition to the terms of section 5.4, Elize Been shall also be entitled to publish the client's details for promotional purposes on Elize Been's website and/or social media channels and/or other promotional expressions of Elize Been.

5.6. Elize Been shall be entitled to be replaced by a third party in the event of unforeseen circumstances or force majeure.

5.7. Products and/or services supplied by Elize Been are for personal use only and may not be resold. The products/services supplied may not be used for purposes other than those initially agreed in the offer.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER AND RIGHT OF WITHDRAWAL

6.1. The client shall in principle comply with the provisions laid down in these terms and conditions, unless otherwise agreed.

6.2. The client must provide Elize Been with all the correct information which the client can reasonably assume is necessary for the correct execution of the agreement. In any case, the client must immediately inform Elize Been of changes in personal

details, company details or other information Elize Been requests.

6.3. If, as an exception to article 6.2, Elize Been is not provided on time with the data necessary for the execution of the agreement, Elize Been shall be entitled to suspend execution of the agreement and/or to charge the client for the extra costs resulting from the delay.

6.4. The client shall always inform Elize Been immediately in writing of any changes in name, address, e-mail and, if requested, his/her bank account number.

6.5. In the event of complaints about the services and/or products delivered by Elize Been, the client must make these complaints known to Elize Been within 7 days of delivery of the service and/or product, but at the latest within one month of completion of the entire order. The client shall indemnify Elize Been one year after delivery against all legal claims as a result of services and/or products delivered.

6.6. If the customer does not make the necessary data available or does not do so on time, and the performance of the service is delayed as a result, the resulting costs shall be at the expenses of the customer.

6.7. In the case of location rental for recordings, the customer is

responsible for reserving the same and for the associated additional costs.

6.8. All services and products provided by Elize Been are excluded from the right of withdrawal. The products are custom-made. The client expressly agrees to waive the cooling-off period and the associated right of withdrawal.

6.9. The customer is entitled to 2 correction rounds if the feedback is provided within 5 working days. Corrections can be made within the scope of the quotation provided this does not lead to a change in the assignment.

6.10. In the event of changes to the assignment and/or feedback provided after 5 working days, Elize Been will charge the client for any additional work as referred to in Article 4.7.

6.11. The client is responsible for the purchase or necessary licences and/or rights for desired fonts.

ARTICLE 7. DELIVERY AND DELIVERY TIME

7.1. The delivery period to be applied by Elize Been varies per order and is determined in consultation with the client. The delivery period stated by Elize Been shall commence after the

agreement has been concluded and after receipt of all necessary data and/or materials from the client.

7.2. If the delivery is delayed, Elize Been shall notify the client thereof as soon as possible in writing or by e-mail.

7.3. A delivery period set by Elize Been may never be regarded as a deadline. The mere exceeding of a delivery period shall not cause Elize Been to be in default by operation of law.

7.4. Where the delivery period is exceeded by more than thirty days, the client shall only be authorised to dissolve the agreement if Elize Been, after having received a proper written notice of default which is as detailed as possible and in which a reasonable period is given to remedy the failure, imputably fails to fulfil its essential obligations under the agreement.

7.5. The client is obliged to do whatever is necessary to make a timely delivery by Elize Been possible, including providing complete, correct and clear information in time, as stipulated in Article 6.2.

7.6. Subject to proof to the contrary, Elize Been's obligation to deliver will be discharged as soon as the goods delivered by Elize Been have been offered to the client.

ARTICLE 8. PAYMENT

8.1. The customer's payment obligation shall commence on the day the agreement is concluded.

8.2. All invoices sent by Elize Been must be paid by the client within 14 days, unless otherwise agreed in writing.

8.3. If the customer does not fulfil his payment obligation in time, he shall be in default by operation of law without any further notice of default being required.

8.4. In the event of non-timely payment of the deposit invoice, Elize Been may decide to put its work on hold until payment.

8.5. In the event of late payment, in addition to the amount owed plus the statutory (commercial) interest, the customer is obliged to pay €50.00 exclusive of VAT on the second reminder and a full refund of both extrajudicial and judicial collection costs, which amount to at least 10% of the invoice amount with a minimum of €150.00 exclusive of VAT, as well as the costs of lawyers, bailiffs, collection agencies and any court proceedings.

8.6. The claim for payment is immediately due and payable if the customer is declared bankrupt, applies for a moratorium, or if assets of the customer are seized, if the customer dies and furthermore, if

the customer goes into liquidation or is dissolved.

8.7. In the above cases, Elize Been shall also have the right to terminate or suspend execution of the agreement or any part thereof that has not yet been executed, without any notice of default or judicial intervention being required, without any right to compensation of damage for the client that may arise as a result.

8.8. The client agrees to Elize Been invoicing electronically. If the client wishes to receive an invoice by post, Elize Been reserves the right to charge additional costs of €2.50 per invoice.

8.9. If payment is made by direct debit but the direct debit is impossible, for example due to insufficient funds in the customer's account or an incorrect account number provided by the customer, the customer shall owe €2.50 in administration costs for each unsuccessful direct debit.

8.10. The client may make an objection to the invoices sent by Elize Been in writing within 7 days of the invoice date at the latest. Upon receipt of the objection, Elize Been will examine the correctness of the invoice amount. Objections to sent invoices do not suspend the

client's payment obligation.

8.11. All products and services provided by Elize Been shall remain Elize Been's property until all amounts owed by the client to Elize Been have been paid.

ARTICLE 9. RETENTION OF TITLE & INTELLECTUAL PROPERTY

9.1. All intellectual property rights on all documentation, advice, reports, offers, strategies, photos, videos, texts, as well as preparatory materials thereof, developed or made available within the framework of the services, shall be held exclusively by Elize Been, unless otherwise agreed in writing.

9.2. The products and/or services supplied by Elize Been may never be duplicated or resold, in part or in full, unless agreed otherwise in writing.

9.3. The contents of the website, including but not limited to the texts, images, design, trademarks and domain names, are the property of Elize Been and are protected by copyright and intellectual or industrial property rights under the applicable law. Users of the website are not allowed to reproduce or make available the website or any part thereof without the consent of Elize Been.

9.4. All copyrights and intellectual properties to products of the

human mind developed by Elize Been shall be and remain the exclusive property of Elize Been, unless the rights are bought out or otherwise agreed upon.

9.5. Elize Been is not responsible for any information/content supplied by the client to Elize Been. If the information/content placed by the client in any way infringes the rights of third parties or is in violation of laws and regulations, the client shall indemnify Elize Been against any claims for compensation which third parties may make as a result of this action by the client.

9.6. The client is entitled to a limited right of publication of the videos after full payment of the invoice amount agreed in advance.

9.7. Any act contrary to Article 5.4, Article 9.2 and Article 9.3 is considered an infringement of copyright.

9.8. In the event of an infringement, Elize Been shall be entitled to compensation amounting to at least twice the licence fee charged by it for such form of use, without losing the right to any damages.

ARTICLE 10. LIABILITY

10.1. Every agreement between Elize Been and the client must be typified as an agreement of effort. As a result, Elize Been may never

be held liable for results not achieved.

10.2. Elize Been is not liable for loss, theft or damage of the client's personal property at the time of the video recordings.

10.3. If Elize Been is nevertheless held liable as provided in section 10.1, any liability shall be limited to compensation for direct damage, up to a maximum of twice the amount of the price stipulated for the agreement (excluding VAT). This amount shall not exceed €5,000 and shall in any case always be limited to a maximum of the amount that the insurer pays Elize Been in the case concerned. Where there is a continuing performance contract, any liability shall be limited to compensation for direct damage up to the amount of the last invoice paid by the client.

10.4. In addition to Article 10.2, Elize Been shall then only be liable for direct damage. Direct damage is to be understood exclusively as follows:

- the reasonable costs of determining the cause and extent of the damage, in so far as such determination relates to damage within the meaning of these terms and conditions:
- any reasonable costs incurred to have the defective performance of

Elize Been satisfy the agreement, insofar as they can be attributed to Elize Been:

- reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have resulted in limiting direct damage as referred to in this article.

10.5. Elize Been excludes any liability for indirect damage suffered as a result of the use of services and/or products supplied by Elize Been, with the exception of situations where the damage is due to an intentional act on the part of Elize Been.

10.6. In any case, Elize Been shall never be liable for: consequential damage, damage due to missed savings, damage due to business stagnation, loss of profit and for damage due to loss of data in the execution of the agreement.

10.7. The client shall indemnify Elize Been against all claims for compensation that third parties may make in respect of damage caused in any way by the unlawful or careless use of Elize Been products and services supplied to the contracting party.

10.8. Elize Been shall never be liable for the manner in which the client has taken/acquired the information (such as images, music and/or utensils) and fonts.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE

11.1. Elize Been shall not be bound by its obligations under the agreement if fulfilment has become impossible due to force majeure. If the force majeure continues for a period of 60 days, both parties shall be entitled to dissolve the agreement. What has already been performed pursuant to the agreement shall then be settled proportionately.

11.2. In its activities, Elize Been is dependent on the co-operation, services and supplies of third parties, over which Elize Been has little or no influence. Therefore, Elize Been cannot be held liable in any way for any damage resulting from a situation where the shortcoming is due to a third party with whom Elize Been has entered into an agreement.

11.3. In addition to the provisions in section 11.1, force majeure is certainly understood to mean all that has been accepted in this respect in law and jurisprudence.

11.4. In these general terms and conditions, force majeure means any circumstance independent of Elize Been's will - even if it could have been foreseen at the time the agreement was concluded - which permanently or temporarily prevents fulfilment of the agreement, including, but not

limited to, the following: strikes, excessive absenteeism of Elize Been personnel, transport difficulties, fire, government measures (such as import and export bans and quota restrictions), interruptions of Elize Been's business, default by Elize Been's suppliers as a result of which Elize Been cannot (or can no longer) fulfil its obligations vis-à-vis the Other Party, as well as other serious disturbances in the business of Elize Been or its suppliers.

ARTICLE 12. DURATION AND TERMINATION

12.1. If the agreement relates to the periodic or otherwise regular provision of services, the agreement shall in principle be entered into for a period of three months, unless otherwise agreed.

12.2. The right of the client to terminate the agreement prematurely is excluded, without prejudice to the other provisions of these general terms and conditions.

12.3. Both parties, the client and Elize Been, shall only be authorised to dissolve the agreement if the other party, after a proper and as detailed as possible written notice of default in which a reasonable term is given to remedy the failure, imputably fails to fulfil the

essential obligations under the agreement.

12.4. As an exception to the provisions of Article 8.2, Elize Been may terminate the agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, by means of a written notification, if there are urgent reasons, which in any case include the cases in which:

- Customer is granted (temporary) suspension of payment;
- a petition for bankruptcy is filed or declared against the customer;
- there is a suspicion that the client will not be able to fulfil his or her payment obligation upon renewal of the agreement;
- The client acts contrary to public order or morality, or any obligation arising from the agreement with Elize Been;
- Client violates third party rights;
- the client acts contrary to reasonable guidelines or instructions of Elize Been;
- client does not respond to correspondence by e-mail, telephone and/or in writing or by registered mail;
- in case of recurring payment problems.

Elize Been shall never be obliged to pay any compensation for this termination, as provided for in Article 12.4.

12.5. If, at the time of the dissolution as referred to in Articles 12.3 and 12.4, the client has already received performances for the execution of the agreement, these performances and the related payment obligation shall not be subject to cancellation. Amounts that Elize Been has invoiced before the dissolution in connection with what it has already performed or delivered for the execution of the agreement shall remain due in full with due observance of the previous sentence and shall become immediately payable at the time of dissolution.

12.6. Elize Been reserves the right to amend its general terms and conditions, even for existing agreements. If Elize Been proceeds to amend the terms and conditions, it shall notify the client accordingly. The client is then free to dissolve the agreement as from the moment the new general terms and conditions enter into force, or for a maximum of seven days after such new general terms and conditions enter into force.

ARTICLE 13. CONFORMITY

13.1. In executing the agreement, Elize Been shall as much as possible strive for the intended result agreed in the offer. If, in the client's opinion, the results delivered do not comply with the intended result agreed in the offer, the client and Elize Been shall enter into consultation to ensure that the results delivered still comply with the intended results.

13.2. In addition to the provisions of section 13.1, the costs for additional work as referred to in that section shall be invoiced to the client in accordance with Elize Been's normal rate, unless the client can, in Elize Been's opinion, make it plausible that the discrepancies in the result are due to the defective execution of the agreement on the part of Elize Been.

13.3. Should it be established that the defectiveness of the services and/or products to be delivered by Elize Been is attributable to Elize Been, the client shall not be entitled to compensation for damages or dissolution of the agreement, except as provided for in these terms and conditions.

ARTICLE 14. SPECIAL PROVISIONS CONTENT

14.1. Elize Been is not liable for colour deviations on non-calibrated monitors.

14.2. If damage is caused to equipment, the studio or the house of Elize Been by the client, the client is obliged to pay the market value.

14.3. Elize Been delivers the content to the client in non-editable file extensions.

14.4. If the client wants the logo to appear on the screen, it is the client's responsibility to supply a correct, recent logo in PNG.

14.5. The client is not entitled to edit the image material supplied.

14.6. If the client proceeds to cancel the agreed video recording, the client shall be obliged to pay compensation for the reserved time:

- cancellation up to 1 week before the recording; no fee

- cancellation between 7 days and 48 hours before the recording; the customer is obliged to pay a fee of 50% of the amount agreed in the quotation

- cancellation between 48 and 24 hours before the recording; the customer is obliged to pay 85% of the amount agreed in the quotation.

14.7. All created content is only kept by Elize Been for 6 months. After this period, Elize Been cannot send content to the client again.

ARTICLE 15. OTHER PROVISIONS AND APPLICABLE LAW

- 15.1. If any provision of these general terms and conditions is null and void or is annulled, the other provisions of these general terms and conditions will remain fully in force and Elize Been and the client will consult in order to agree on new provisions to replace the null and void or annulled provisions, taking into account, as much as possible, the purpose and purport of the null and void or annulled provision.
- 15.2. If the client includes terms or conditions in his order that deviate from, or do not appear in, these terms and conditions, they shall only be binding on Elize Been if and insofar as Elize Been has expressly accepted them in writing.
- 15.3. If Elize Been, on its own initiative, deviates from the General Terms and Conditions in favour of the client, the client may never derive any rights from this.
- 15.4. Both the client and Elize Been shall be bound to secrecy of all information they have obtained within the framework of the present agreement.
- 15.5. Any purchasing or other conditions of the customer do not apply.
- 15.6. Rights and obligations arising from an agreement may

only be transferred by the client to a third party if Elize Been has given its consent to this in writing.

15.7. Dutch law shall apply exclusively to all legal relationships to which Elize Been is a party.

15.8. The client and Elize Been shall first try to settle any disputes in mutual consultation and amicably before appealing to the court.

15.9. Unless otherwise stipulated by mandatory law, the competent court in the district of Midden-Nederland, location Utrecht, shall be competent to take cognisance of disputes between Elize Been and the client, unless a statutory provision stipulates otherwise.

15.10. These general terms and conditions are deposited for inspection at the Chamber of Commerce in Utrecht.