

Standard Terms of Storytelling Company bv

Article 1 – General remarks

1.1 The Terms below shall be applicable to all current and future offers and to all agreements entered into by Storytelling Company bv.

1.2 The invalidation or invalidity on any provision of these Terms shall leave the validity of the remaining provisions of these Terms unimpaired.

1.3 In the event that any provision of these Terms is invalid or invalidated the provision most closely approximating the invalid provision by implication should be deemed to be valid.

Article 2 – Bringing about an agreement

2.1 All offers shall apply for a maximum of three months reckoned from the date when the offer is formulated.

2.2 Errors in the offer by Storytelling Company bv shall release the latter from the obligation of compliance and/or from damage compensation stemming there from, even after the agreement has come about.

2.3 Where the offer includes offers of several different operations and price is quoted for each operation then the offer shall only apply as a coherent whole and the client shall not be entitled to accept only part of the operations offered in return for the price quoted for it.

Article 3 – Compensation

3.1 All prices (fee and expenses) shall be calculated as of the coming about of the agreement and the date of commencement of the operations, and at most six weeks after the date of the offer. The amounts shall be exclusive of VAT or agreed sales tax.

3.2 Storytelling Company bv shall be entitled to raise the agreed price if unforeseen circumstances or one or more of the following circumstances arises for Storytelling Company bv after the agreement has been entered into: increase in the costs of materials, semi-finished goods or services required for implementation of the agreement, increase in shipping costs, increases in salaries, introduction of new and increase of existing regulatory charges, raw materials, energy or residues.

Article 4 – Manner of implementation

a) on the part of Storytelling Company bv

4.1 Storytelling Company bv shall fulfil the order placed to the best of its knowledge and skill and in conformity with the demands that may be placed on the reasonable actions of a practitioner of the art.

4.2 Storytelling Company bv shall be entitled to farm out the order or parts of it or have them performed by third parties not in the employ of Storytelling Company bv.

4.3 Storytelling Company bv shall have the option to send the client texts, samples, designs by post, fax and/or email. The client shall explicitly agree to all these methods of dispatch.

4.4 Books and other publications shall be delivered in their entirety (and thus not in parts) to one address in the Netherlands, to wit to the place where the client is de facto staying in its contacts with Storytelling Company bv. Merchandise shall move for the account and at the risk of the client.

4.5 A delivery date or deadline quoted in the offer shall be deemed to be approximate and may never be considered to be a definite date or deadline.

4.6 Storytelling Company bv shall be entitled to suspend its operations for the period until the client provides adequately, on time and in the requested form all information, data and decisions necessary for proper fulfilment of the order.

4.7 All materials provided by the client to Storytelling Company bv for purposes of fulfilling the order and for which the client has indicated that it wishes to have them returned upon fulfilment of the order shall be kept by Storytelling Company bv for the duration of the order. These materials shall be deemed to have been returned within one month of completion of the order by Storytelling Company bv. After the passing of that month Storytelling Company bv shall not be obliged to keep those materials and/or data and/or to return them to the client.

4.8 Storytelling Company bv shall not be under any obligation to keep data, resources or materials that are produced or consumed during the production process, including digital resources with text or images. If the client wishes to have such materials kept for purposes of possible reprinting then it will have to explicitly enter into further agreements with Storytelling Company bv.

b) obligations of the client

4.9 The client shall be obliged to provide Storytelling Company bv on time with all data and information that the latter requires. The client shall provide Storytelling Company bv with the right to use, reproduce, divulge, etc the information, texts, photos, etc provided. It shall guarantee Storytelling Company bv that information is correct as well as that it holds the rights to the works and/or data it has provided to or transmitted to Storytelling Company bv. The client shall hold Storytelling Company bv harmless against all third-party claims.

4.10 The client shall bear the risk of misunderstandings in regards to the substance and implementation of the agreement if the latter have been caused by the fact that Storytelling Company bv has not received, or not received correctly or on time any specifications or other communications provided verbally either by a party instructed to do so by the client or that were transmitted by means of telephone, fax, email and similar transmission media.

4.11 The client shall be obliged to carefully examine the texts, samples and designs received from Storytelling Company bv for mistakes and, where required, to correct them. Should Storytelling Company bv not hear by the deadline it has set or at least within fourteen days of the date of shipment any reaction from the client then the texts, samples and designs shall be deemed to have been accepted by the client.

4.12 The client shall be obliged, directly upon reception of the products to be supplied by Storytelling Company bv (books, publications, etc), to check them in their entirety and in detail and to examine them.

Article 5 – Discrepancies

5.1 Discrepancies between on the one hand the work or printed matter supplied and on the other hand the original design, drawings, copy or model, or the composing, printing or other samples shall not constitute any grounds for rejection, discount, release from the agreement or damage compensation if they are of minor significance.

5.2 In assessing the question of whether discrepancies in the entirety of the work or printed matter are minor or not a representative sample shall be considered, unless it be a question of specific items.

5.3 Discrepancies that, considering all circumstances, do not reasonably have any effect on the usability of the work or printed matter or have only very minor effect thereon shall at all times be deemed to be discrepancies of minor significance.

5.4 Overage or underage in regard to the number of copies agreed shall be allowed unless they exceed the following percentages: edition up to 20,000 units: 10%; edition of 20,000 or more: 5%. The overage or underage shall be invoiced or credited.

Article 6 – Intellectual property rights

6.1 All work performed by Storytelling Company bv, be it set forth in hardcopy or recorded in drawings, computer files or other data media shall remain the property of Storytelling Company bv. The latter shall remain holder of such intellectual property rights (including copyrights and design rights). Storytelling Company bv shall at all times be entitled to attach its name and/or the name of third parties it has engaged to the work or remove it there from. The client shall not be permitted to remove that name from the work.

6.2 Should parties enter into a preliminary agreement on the basis of which Storytelling Company bv puts itself under an obligation to indicate by means of a presentation or otherwise how it intends to fulfil and/or design the order and should the client consequently decide not to award the order to Storytelling Company bv then the client shall not be entitled to use and/or divulge the work done up to that point. Any further development (subsequently) on the basis of Storytelling Company bv's ideas shall be deemed to be contrary to post-contractual claims obtaining between parties.

6.3 After meeting all obligations stemming from the order placed (not being the preliminary agreement) the client shall be entitled to use and/or divulge the work done by Storytelling Company bv. The client shall not be allowed to reproduce or modify the work.

6.4 The client shall provide Storytelling Company bv with consent, for its own publicity, to make photos and/or slides after completion of the project and to publish them as well as using its work and/or parts there of for that purpose.

Article 7 – Duration of the agreement

7.1 Both parties shall at all times be entitled to cancel the agreement.

7.2 If the client cancels the agreement as well as if Storytelling Company bv cancels because the client has not properly ensured that Storytelling Company bv can fulfil its order on time the client shall be obliged to pay Storytelling Company bv: a. 120% of the fee, calculated according to the status of the operations at the time of cancellation; b. all expenses incurred and expenses yet to be incurred stemming from obligations already incurred at the time of cancellation. If the client is an individual not acting in the exercise of his profession or business then the percentage quoted in a. shall be changed to 100%.

7.3 If Storytelling Company bv cancels the agreement for other reasons of its own it shall have the option: either it provides the client with all of the work performed up to that point and waives its intellectual property rights to it. In that case, the client owes the fee calculated according to the status of the operations as of the date of cancellation as well as all costs incurred or yet to be incurred stemming from obligations already assumed at the time of cancellation or, alternatively: the operations will not accrue to the benefit of the client or will only do so in part. In that case, the client shall not owe anything or only that portion of the fee and the costs.

Article 8 – Liability

8.1 Storytelling Company bv shall only be liable to the client for failing to comply with the agreement if it acts in a manner that a good practitioner of the art endowed with normal professional skills and acting prudently would and must have been able to avoid. Liability is only incurred after a letter of formal notice.

8.2 Storytelling Company bv shall not be liable for: errors in the material that has been made available by or on behalf of the client; errors in regard to implementation of the agreement if the latter have been occasioned or caused by acts on the part of the client; errors by or on behalf of third parties engaged by the client; errors in the text or design if the latter has been approved in accordance with article 4.

8.3 All complaints should, on penalty of default, be notified by registered letter to Storytelling Company bv within eight days of delivery of the merchandise.

8.4 The liability of Storytelling Company bv shall at all times and in any case be limited to 5% of the amount that the client may owe Storytelling Company bv in regard to complete fulfilment of the order in question, but with an absolute maximum of euro 45,000. Storytelling Company bv shall in no case be liable for damages in the form of lost sales or reduced goodwill in the business or professional practice of the client.

8.5 Any legal claim on Storytelling Company bv shall lapse with the passing of one year from the date when the order has been completed or when the agreement is terminated.

8.6 Storytelling Company bv shall not be liable for damages of any kind whatsoever that arise after the client has commissioned, worked or processed the completed items after delivery, or has delivered them to third parties or had them commissioned, worked or processed or has had them delivered to third parties.

8.7 If Storytelling Company bv is not liable in regard to any damage by virtue of the agreement with the client or due to these Terms, but is held liable by a third party then the client shall hold it completely harmless and pay for everything that Storytelling Company bv has to provide that third party with as well as for all costs that Storytelling Company bv has incurred in connection therewith.

Article 9 – Force majeure

9.1 Circumstances beyond the control and/or the influence of Storytelling Company bv that are of such a nature that compliance with the agreement can no longer reasonably be expected or can no longer be demanded to the full extent shall entitle Storytelling Company bv to rescind the agreement in full or in part and/or to suspend the implementation thereof without any obligation to compensate damages.

9.2 Deemed to be circumstances within the meaning of the previous paragraph of this article shall, inter alia, be: non-delivery or incomplete or late delivery of data by the client and/or by third parties, measures taken by Dutch or foreign government bodies rendering implementation of the agreement problematic and/or more costly than foreseen when the agreement was entered into, defects in computers or software both in Storytelling Company bv's business as well as that of third parties and where it must obtain the necessary materials, fully or partly.

9.3 In case of force majeure Storytelling Company bv shall be entitled to modify the order in such a way that implementation of the work becomes reasonably possible. The overrun or shortfall in costs stemming from this modification of the order shall be set off between the parties in which context the client shall be obliged to pay Storytelling Company bv compensation for operations and deliveries already carried out but not then needed, if this should be relevant. The set-off shall in this case take place within four weeks from the date when it became clear that the order could not be carried out in the originally agreed manner.



Article 10 – Retained title

10.1 Storytelling Company bv reserves ownership title to all items it supplies (not being intellectual property rights that in any case remain the property of Storytelling Company bv) up through the moment of complete payment for all items or services supplied or yet to be supplied to the client as well as to satisfy any eventual claims in connection with supply of items or operations performed or yet to be performed and for which Storytelling Company bv may claim from the client due to the latter's failure to comply with the agreement entered into with Storytelling Company bv, including collection costs, interest and penalties.

10.2 Only after payment of all claims within the meaning of the previous paragraph will title to the goods pass.

Article 11 – Payment

11.1 Storytelling Company bv shall be entitled to invoice the client for amounts owed by the latter by means of partial invoices. Payment must be made within 30 days of the invoice date. Costs to be incurred by Storytelling Company bv will be invoiced as soon as possible. The fee may, at the option of Storytelling Company bv, be invoiced in instalments.

11.2 If within 30 days of the invoice date no payment has been made the client shall then be obliged to pay Storytelling Company bv interest equivalent to the statutory interest rate plus 2% per annum where part of a month will be considered as if it were a full month.

11.3 If the invoice amount has not been fully paid by the date due the client will be in arrears due solely to the deadline passing without any summons or formal notice being required. Storytelling Company bv shall then be entitled without any legal intervention to rescission, in which context its entitled rights as quoted in the previous paragraphs of this article shall not be affected. The client shall then furthermore be obliged to compensate Storytelling Company bv for all costs it incurs in collecting outstanding amounts, more specifically:

- a) out-of-court collection costs, i.e. the complete fees billed by advocates and solicitors for their services, the costs of writ-servers, authorised agents and collection agencies. The out-of-court costs of those cited above shall be set at 15% of the principal, or at a minimum of euro 250;
- b) the court costs, i.e. complete fees billed by advocates and solicitors, including specifically where they exceed the amounts set by the court without having the client appeal to the court for reduction of the stipulated collection fees as well as the costs of writ-servers;
- c) execution costs and subsequent costs;
- d) the costs of filing for bankruptcy;
- e) storage charges in case of suspension of delivery.

11.4 Any payment shall first be applied to reduction of collection charges, then for interest owed and thereafter for the principal. If the client leaves several invoices unpaid the payment shall be applied (in compliance with what was stipulated in the previous sentence) first for reduction of the oldest invoices and subsequently to the next oldest, etc.

Article 12 – Set-off and deferral

12.1 The client shall not be permitted to set off any amount owed by him to Storytelling Company bv against amounts which Storytelling Company bv may owe the client.

12.2 In case of temporary impossibility of delivery the client shall not be permitted to defer payment.

Article 13 – Rescission

13.1 Without prejudice what has been stipulated on rescission elsewhere in this agreement, at the time when the client is declared bankrupt, payment moratorium is applied for or, by means of attachment, receivership or otherwise, the client loses control of its assets or portions thereof, the agreement shall be rescinded without legal intervention and without any formal notice being required, unless the receiver or the administrator acknowledges the obligations stemming from this agreement as liabilities on the estate.

13.2 In case of rescission mutual claims shall fall due immediately. The client shall be liable for any damages sustained by Storytelling Company bv, inter alia due to lost profits or costs.

Article 14 – Disputes

14.1 All disputes between the parties that may stem from the agreement entered into between them shall at the option of Storytelling Company bv be adjudicated by the court having jurisdiction over it on the basis of statutory jurisdiction rules, or by the court of jurisdiction in the court district of the venue where Storytelling Company bv is de facto domiciled.

14.2 A dispute shall be deemed to obtain as soon as one of the parties so declares.

Article 15 – Applicability of Dutch law

15.1 Dutch law shall be applicable to all actions to be undertaken by Storytelling Company bv, including the agreements it enters into.

These Standard Terms of Storytelling Company bv have been filed with the Chamber of Commerce under the number of 17215879.