

ENCLOSURE B

GENERAL TERMS AND CONDITIONS TOTAL IN SUPPORT B.V.

DISCLAIMER: This is a translation of the original document in Dutch. In the event of a dispute, the original Dutch document will prevail.

DEFINITIONS:

Total in Support: The private company with limited liability Total in Support B.V., registered at the Chamber of Commerce Amsterdam (33263226), office address Damrak 365 (1012 ZJ), correspondence address: Postbus 3719 (1001 AM) Amsterdam.

Client: The natural or legal person who has assigned Total in Support to deliver services and/or goods.

Agreement: Subscription agreement or separate agreement between Total In Support and the client, including successor agreements.

Subscription: The right of the client to assign Total in Support to deliver services and/or goods, during a certain period.

Balance: balance (in EURO) of the client, stemming from an agreement (including these general terms and conditions), which shall be used to pay for performance by Total In Support.

ART. 1 GENERAL

- 1.1 These terms and conditions apply to all agreements between Total in Support and the client, including offers, services performed by Total In Support and services performed by third parties, commissioned by Total In Support to fulfill any agreement with the client.
- 1.2 The rights and duties stemming from the agreement and/or these general terms and conditions cannot be transferred.
- 1.3 These general terms and conditions replace all earlier general terms and conditions. Total in Support reserves the right to change the general terms and conditions. Total In Support shall inform the client about changes at least 30 days before the changes apply. Changes apply to all agreements. If the client does not agree to the changed general terms and conditions, he will have to make notice of this to Total In Support within 8 days after the new general terms and conditions apply.

ART. 2 ASSIGNMENT

- 2.1 Unless indicated otherwise in writing, offers made by Total In Support are not binding and are valid for 14 days. Changes in an offer made in the acceptance by the client are not binding for Total In Support.
- 2.2 Total in Support can recall an offer, even after acceptance, if this is done without unnecessary delay.
- 2.3 Total In Support can refuse clients without further explanation.
- 2.4 With compound quotations or compound payment agreements, Total in Support is under no obligation to deliver a part for a corresponding part of the price quoted for the whole.
- 2.5 Total In Support carries out her obligations stemming from the agreement with her best capability. Total in Support is free to decide how she carries out agreements. Unless explicitly otherwise agreed upon in writing, agreements are always effort agreements.
- 2.6 The client shall cooperate to the fullest with performances by Total In Support. When Total In Support indicates the need for any information, documents etc., needed for performance of the agreement, the client shall provide these as quick and complete as possible.
- 2.7 Total In Support can transfer her obligation to perform to a third party. In so far as needed for performance of the agreement, Total In Support is entitled to engage goods/services from third parties without explicit consent of the client, and charge the costs to the client. General terms and conditions from these third parties are binding for the client. Total In Support is not liable for the rules stemming from third party terms and conditions.
- 2.8 Changes and/or alterations in an assignment to Total In Support, made by the client, that directly or indirectly lead to the fact that Total In Support will have to perform more work, deliver more and/or make more costs, are charged extra.

ART. 3 TERM AND TERMINATION

- 3.1 Unless explicitly indicated otherwise in writing, a Subscription agreement is entered for one year. Separate agreements are entered for the therein agreed period.
- 3.2 Unless otherwise agreed upon in writing, a Subscription agreement shall be silently renewed for consecutive periods of one year. Subscription agreements cannot be terminated during a period.
- 3.3 Both parties have the right to terminate the agreement. Subscription agreements can only be terminated upon 3 month notice before the ending of the going period. Separate agreements can be terminated upon 1 month notice. Ending always requires an explicit written statement.
- 3.4 If one of the parties ends a separate agreement before Total In Support was able to fully perform, Total In Support is entitled to bill all performed work and costs.

ART. 4 BALANCE

- 4.1 The client is obliged to pay the balance for any subscription period ahead.
- 4.2 Total In Support deducts performed work from the balance, conform the standard tariffs for her services. Total In Support informs the client about his remaining balance every three months.
- 4.3 If at any point the balance is not sufficient for performance of work, Total In Support is entitled to bill the extra work separately, or to ask for a supplement to the balance. Total In Support reserves the right to postpone her performance until the client has supplemented his balance.
- 4.4 The balance of a renewed Subscription Agreement shall be based upon the balance of the last year, extra work in the last year and expected work in the upcoming year.
- 4.5 If the client has a positive balance at the end of a subscription period, the remaining balance shall be added to the balance of the upcoming period, when the Subscription Agreement is renewed. For at least one year.
- 4.6 When the client terminates an agreement, the remaining balance is not restituted. Total In Support shall be entitled to fully bill any obliged, but not yet paid balances.
- 4.7 Total In Support can permit clients to pay balances and/or outstanding bills in terms. In that case, Total In Support is entitled to bill the indicated administration costs.

ART. 5 EXECUTION OF THE AGREEMENT

- 5.1 During the term of the Subscription agreement, client can assign Total in Support to perform work in the context of activities offered by Total in Support.
- 5.2 Total In Support carries out work according to her own understanding.

ART. 6 DELIVERY AND MANAGEMENT OF ADMINISTRATION

- 6.1 The client holds an independent responsibility to provide all information ('administration') relevant to the performance of the activities. The client is furthermore obliged to furnish all data and accounting evidence, that Total in Support might deem necessary to fulfill the agreement at hand, in good time, in the required form and in the proper way to Total in Support.
- 6.2 Total in Support reserves the right to cease all activities regarding honoring the agreement up until the client has complied with his/her obligation stipulated in article 6.1. Under no circumstances, Total In Support can be held liable for damage, caused by non-compliance with art.6.1.
- 6.3 Total in Support stands under obligation to manage aforementioned administration in accordance with sound commercial practice. The client will always bear the risks with regard to the aforementioned administration. Total in Support can never be held responsible for any damage resulting from fire, theft, loss, seizure etc., to aforementioned administration.
- 6.4 When, according to Total In Support, it is no longer necessary that the administration is managed by her, Total In Support will inform client about this. Client is obligated to retrieve the administration within 14 days. Failure to do this will entitle Total in Support to charge the client an additional amount of 50 (fifty) euro administrative fees on every one administration or part thereof (an administration comprising a maximum of four folders), for every one year or part thereof, remaining in the possession of Total in Support.

ART. 7 DELIVERY

- 7.1 Total In Support delivers all goods and services at the time and in the manner as described in the agreement, appending enclosures and/or relating correspondence and communication.
- 7.2 The date of delivery put forward by Total in Support and accordingly agreed, will be considered informative, is done by approximation only, and should therefore never be considered a definitive deadline unless an alternative arrangement was explicitly made in writing.
- 7.3 For so long as Total in Support have not been proven in default with regard to the client, it cannot be held liable for any compensation for damage that the client might have suffered and which might possibly have resulted from exceeding the delivery date put forward.
- 7.4 When parties agree upon alteration of the delivery and/or assignment, agreed delivery dates fail and parties shall agree upon a new delivery date.
- 7.5 Total In Support has the right to change a delivery date if and in so far any action or omission of the client force her to perform extra work.
- 7.6 Unless not possible for goods or services, Total In Support has the right to deliver goods and services in parts.
- 7.7 Client is obliged to accept an agreed performance by Total In Support at the time of delivery.
- 7.8 Total In Support always delivers with reservation of ownership and/or the right to use the goods and services. The ownership and/or the right to use goods and services is transferred to Client at the moment he has met with all obligations stemming from the Agreement and these General Terms and Conditions.
- 7.9 The risk of loss of or damage to goods is the Client's as of the moment that these goods are at the disposal of the Client or his assistant.

ART. 8 INSPECTION AND COMPLAINTS

- 8.1 The client is required to carefully inspect all activities carried out and/or performance agreed upon by Total in Support for accuracy and completeness. The client can complain until 8 days after delivery, by sending a detailed written description of inaccuracy and incompleteness.
- 8.2 If, given the nature of the delivered goods and/or services, the in 8.1 mentioned term is too short for a careful inspection, the client is obliged to complain with a reasonable term, but in any event within 1 month after delivery.
- 8.3 Complaints that do not meet with art.8.1 or 8.2 are not accepted by Total in Support and result in the loss of any claim the Client might have.
- 8.4 Total In Support is always entitled to restore any inaccuracy or incompleteness. Small faults can never count as inadequate performance.
- 8.5 The performance of Total In Support is in any case sufficient when the client uses or adapts the performance.

ART. 9 WARNING OBLIGATION

- 9.1 The client is obliged to inform Total in Support in full within 24 hours should he/she suspect or discover that he/she and/or a third party have suffered loss or any disadvantage and/or will suffer any further loss and/or disadvantage upon following advice or after making use of work performed by Total in Support.
- 9.2 The client, in addition to his/her own responsibility to prevent or limit damage, is required to provide Total in Support the opportunity to prevent imminent damage and/or possible disadvantage, be that to limit damage and/or possible disadvantage.
- 9.3 Total in Support is indemnified against claims from third parties, which might result from the client following advice, be that from making use of work performed by Total in Support.

ART. 10 PRICES AND PAYMENT

- 10.1 All indicated prices and offers from Total In Support are excluding VAT, service costs for acquiring and transporting materials, administration costs, third party transaction costs, Insurance-, packaging, courier- and shipping costs and applying taxes, charges, rights etc., unforeseen costs included, unless explicitly otherwise agreed upon in writing.
- 10.2 Total In Support is entitled to adapt its prices every year on the 1st of October, in accordance with the then applying inflation correction rate, as published by the Centraal Bureau voor de Statistiek.
- 10.3 Total In Support reserves the right to change the prices of services at any time during the term of the agreement. Interim changes are announced through a clear statement to the Client. If the client does not agree to the interim change, he has to inform Total In Support within 8 days after receiving the statement.

- 10.4 Unless explicitly otherwise agreed upon in writing, all invoices shall be paid within 7 days after the invoice date, without any deduction and without postponement based upon would-be non-performance. Upon crossing this term, Total In Support will follow a collection schedule, including administration costs:

	Days after invoice date	Amount
Kind reminder	14 days	€ 10,00
Final reminder	28 days	€ 25,00
Notice of default	42 days	€ 50,00
Summon of payment	56 days	€ 100,00

- 10.5 If the first stipulated deadline is exceeded, the Client is automatically in oversight and is obliged to pay, without further notice, as of the deadline, administration costs and statutory interest over the total amount due. As of the deadline, the Client is also obliged to pay extra-judicial costs, set to 20% of the original invoice with a minimum of €60. If Total In Support can prove that she had to make higher costs that were reasonable, including judicial costs, she can claim these costs with the Client. All payments forwarded by the client will first of all be received as settlement for outstanding interest and other costs. The longest outstanding invoices will be settled next in turn, even should the client have intended the payment as settlement for a later invoice.
- 10.6 In the event of breach of contract, winding-up, bankruptcy or suspension of payment from the part of the client, all payment obligations will immediately become due and payable. The payment obligations of the client will equally become immediately due and payable should any circumstances which might prove grounds for putting the client's ability to meet his payment obligations into question come to the attention of Total in Support.
- 10.7 All payments forwarded by the client will first of all be received as settlement for outstanding interest and other costs. The longest outstanding invoices will be settled next in turn, even should the client have intended the payment as settlement for a later invoice.

Art.11 DISSOLUTION, SUSPENSION, RIGHT OF RETENTION

- 11.1 Unless explicitly otherwise agreed upon in writing, dissolution of the Agreement is only possible in case of accountable non-performance of essential parts of the Agreement. Dissolution is not possible without a clear written notice of default from the dissolving party, in which the other party gets a reasonable term to repair any defaults.
- 11.2 Total In Support reserves the right to suspend her performance without a notice of default or without a judicial decision, or to dissolve (parts of) the Agreement, should the client fail to honor his obligations towards Total in Support under the Agreement and/or these General Terms and Conditions. Total In Support is not liable for damage, caused by a rightful suspension of performance.
- 11.3 Total In Support reserves the right to dissolve the Agreement without a notice of default or without a judicial decision, without liability for damage, caused by the dissolution, if:
 The Client acts contrary applicable law or court ruling;
 The Client has supplied false and/or incorrect information to Total In Support;
 The Client has entered the Agreement under false pretenses;
 A bankruptcy application is filed against the Client, or a provisional suspension of payment is granted to the Client;
 The Client is placed under a ward;
 The Client's business, that entered into the Agreement with Total In Support, is liquidated or dissolved, unless this is done for a reorganization or merger with another business.
- 11.4 In case the Agreement is dissolved based on this Art.11, Total In Support is entitled to invoice to Client the total fee agreed upon, all costs made and profit lost, notwithstanding any other of her rights.
- 11.5 Total In Support reserves the right to suspend her performance, should the client fail to honor his obligations towards Total in Support under the Agreement and/or these General Terms and Conditions.
- 11.6 All items belonging to the Client that are in the possession of Total in Support fall under the right of retention that Total in Support has recourse to in the event of the client not fulfilling his/her payment obligations towards Total in Support. Total in Support equally disposes of this right of retention in cases where the client is declared bankrupt or when he/she is granted a provisional suspension of payment.
- 11.7 Total in Support cannot be held responsible for any damage that may result from exercising its right of suspension and its right of retention in any of the aforementioned cases.

ART. 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Unless explicitly otherwise agreed upon in writing, all rights of intellectual and industrial property to Works, drafts, or other material such as analysis's, documentation, reports, offers etc., retain fully with Total In Support and/or it's licensors.
- 12.2 Unless explicitly otherwise agreed upon in writing, the Client only receives the user rights and powers that are explicitly given to him by these General Terms and Conditions, the Agreement and/or additional written agreements. For the remainder, it's prohibited to publish and/or copy the mentioned works and materials.
- 12.3 Upon infringement of the aforementioned stipulations in this Article, the client will be liable to pay damages immediately due and payable to the amount of 10,000.00 euro per such occurrence to Total in Support without judicial intervention. The client will furthermore be liable to pay damages of 1,000.00 euro per day for the extent of time that the infringement or non-compliance persists, without prejudice to the right of Total in Support to claim full damages from the client in so doing.
- 12.4 Total in Support is entitled to use the Client's name for free, for promotional use only.

ART.13 LIABILITY

- 13.1 Total In Support accepts liability in so far as stipulated in this article.
- 13.2 Without prejudice to other provisions in these General Terms and Conditions, the total liability of Total In Support for accountable non-performance of the Agreement is limited to direct damage with a maximum of Total In Support's fee for that Agreement excluding VAT, or, if applicable, with a maximum of the total fee for which Total In Support is insured. If and insofar the Agreement is mainly a duration agreement with a duration of more than 1 year, the total liability is limited to the average fee for one year.

- 13.3 Liability of Total In Support for accountable non-performance of the Agreement only rises if, without delay, the Client has sent Total In Support a clear written notice of default, with a reasonable term to restore faults, and Total In Support has not performed its obligations after this term. The notice of default requires a clear and detailed description of any faults, so Total In Support is able to respond in an adequate way.
- 13.4 Under no circumstances will the total indemnification for direct damage be more than €10.000,-. 'Direct damage' only includes:
Reasonable costs that the Client should make to restore the performance of Total In Support in such a manner that it would be according the Agreement. This damage is excluded if the Client has dissolved the Agreement;
Reasonable costs, made to determine the cause and extent of the direct damage;
Reasonable costs, made to prevent or limit damage, in so far the Client proves that these costs have led to prevention or limitation of direct damage.
- 13.5 The total liability of Total In Support for death, bodily injury and material damage to goods is under all circumstances limited to €10.000,- per event, while a string of coinciding events is considered as one event.
- 13.6 In situations other than described in art. 13.2, 13.3, 13.4 en 13.5, Total In Support is not liable for damages, regardless the ground of the action of indemnification.
- 13.7 Requirement for any and all rights to indemnification based upon this article 13 is that the Client reports damage as soon as possible after it occurs, by giving written notice to Total In Support. Total in Support always has the right to repair a faulty performance.
- 13.8 Total In Support is not liable for errors and faults in delivered goods when they are used by the Client; misunderstanding and faults regarding performance of the Agreement, if these are caused by or follow from actions or omissions of the Client, like faults or delays in the delivery of the right goods, documents, clear information to Total In Support; faults made by third parties, hired by Client; text faults or errors caused by erroneous delivery by the Client.
- 13.9 Total In Support is not liable for indirect damage, including consequential damages, lost or missed profit, lost or missed savings/benefits and business stagnation.
- 13.10 Total In Support is not liable for the actions and omissions of third parties, hired by Total In Support during performance of the Agreement.
- 13.11 Total in Support is not liable for damage and/or loss that may result from exercising its right of suspension and its right of retention in any of the aforementioned cases.
- 13.12 The maximum sums in this article do not apply if and in so far damage is the result of intent or negligence of Total In Support.
- 13.13 The Client acting contrary obligations under applicable law, the agreement or these general terms and conditions, is liable for all damages that may occur for Total In Support and its suppliers.
- 13.14 If the Client hands over information carriers, electronic files or software, he guarantees not to infringe upon any property rights or copyrights, and that these carriers, files and software are free from faults and/or viruses.

ART.14 CONFIDENTIALITY, NON-TAKEOVER, NON-COMPETITION

- 14.1 Except for statutory obligations regarding the disclosure of information, Total In Support shall not disclose confidential information regarding the client to third parties unless it could reasonably be justified as necessary for an apt execution of the order.
- 14.2 The client is not entitled to disclose confidential information regarding Total in Support to third parties.
- 14.3 The client is not entitled to put services agreed upon, be that performed by Total in Support, at the disposal of third parties.
- 14.4 During the term of this agreement, and for a period of two years following the termination of the agreement, the client is not entitled to enter into a business relationship with employees or suppliers of Total in Support.
- 14.5 For a period of two years following the termination of the present agreement, the client is not entitled to be employed in any manner by or in a business identical, similar or related to that of Total in Support, whose (partial) target market is the creative cultural sector, that lies within a radius of 100 kilometers of the office of Total in Support, without obtaining prior written consent from Total in Support to do so. The client is not entitled to start, to run, to co-run, to supervise, be that directly or indirectly, or to have any direct or indirect financial interest in such a business, nor to be employed in or on behalf of any such enterprise, be that remunerated or not, or to have interest of any nature therein.
- 14.6 Upon infringement of the aforementioned stipulations of this article, the client will be liable to pay Total in Support damages immediately due and payable to the amount of 10,000.00 euro per such occurrence without judicial intervention. The client will furthermore be liable to pay damages of 1,000.00 euro per day for the duration of time that the infringement or non-compliance persists without prejudice to the right of Total in Support to claim full damages from the client in so doing.

ART. 15 FORCE MAJEURE

- 15.1 Under force majeure is understood all external cause, as well as circumstances, which on grounds of reasonableness where not foreseeable, and make it impossible for Total in Support to perform her contractual duties towards the client. Total in Support has the right to invoke force majeure, when the circumstances that make performance impossible, present themselves after Total in Support should have performed its contractual duties.
- 15.2 During force majeure, all of Total in Support's delivery- and other contractual duties are suspended. Should the circumstances surrounding the force majeure persist for a period longer than three months, both parties are entitled to dissolve the contract without a judicial decision, without any liability for damages to the other party. If the client dissolves the contract based on force majeure, Total in Support is entitled to bill all costs already made for performance of the agreement.
- 15.3 Total in Support reserves the right to invoke force majeure even if the circumstances which produced the force majeure present themselves after the moment when the work in question was to have been performed.

ART. 16 FINAL PROVISIONS

- 16.1 Without prejudice to other provisions in these General Terms and Conditions, change of and/or addition to this Agreement always requires explicit written consent from both parties.
- 16.2 All legal relationships between the client and Total in Support (including offers and orders) are governed by Dutch Law.
- 16.3 All disputes stemming from the Agreement and/or these General Terms and Conditions are the exclusive jurisdiction of the Court in Amsterdam.

