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ABN AMRO 60.53.45.503
BTW NL815270008.B01

Article 1. Definitions

1. Under client is understood the party who has given order to carry out work.
2. Under orderee is understood the party who has accepted order to carry out work, i.e. Gogol Media B.V..
3. Under order is understood a request from the client to Gogol Media to perform paid work.
4. Under work is understood all Gogol Media makes and/or carries out or has made or has carried out for the benefit of client within the framework of the order.
5. Under offer is understood the work specified in more or less detail and the budget related to the costs connected to said work.

Article 2. Deviating conditions

1. These conditions apply to all offers, agreements and deliveries by Gogol Media, unless said conditions have been expressly declared inapplicable in writing, or have been declared applicable only if said conditions are not contradictory with agreements laid down in writing between client and Gogol Media.
2. When purchasing conditions used by client and present conditions coincide, the latter will prevail.
3. Conditions used by client or conditions declared applicable that are in contradiction with these conditions cannot be acknowledged unless these conditions have been agreed upon in writing by Gogol Media.

Article 3. Offers

1. All offers are non-binding and are valid for two weeks after being sent to the client, unless stated otherwise in the offer itself.
2. If requested, Gogol Media will present an offer to the client. Gogol Media will inform the client as early as possible when unavoidable deviations occur from the offer during execution.
3. Exceeding of offers up until 10% will be accepted by client as budget risk and do not have to be reported as such.
4. Exceeding of offers as a result of sales conditions of suppliers and other third parties referred to by Gogol Media do not count as exceeding of offer, not even if said conditions have not been included separately in offer, since said conditions are expected not only to be known to client, but also, from the start - insofar as in accordance with these delivery conditions - have formed part of present delivery conditions.

Article 4. Prices, deliveries and payments

1. All prices are exclusive of V.A.T. and any dispatch, transport or postage costs, unless explicitly stated otherwise.
2. Gogol Media has the right to offset price changes with the client that have occurred after offer has been made.
3. All deliveries are deemed to have taken place at the place where Gogol Media is located.
4. All payments should occur there at an account designated by Gogol Media.
5. A combined quotation does not oblige Gogol Media to carry out part of the order at a proportional part of the price quoted.
6. Price lists quoted by Gogol Media are subject to change and are not considered to be tenders or offers. Tenders or offers are not automatically valid for future orders.
7. All lists of numbers, dimensions, names and/or other specifications by Gogol Media have been carefully arranged. However, Gogol Media cannot guarantee no deviations will occur. Drawings or models that have been presented or supplied are only indications to come to a good end product.

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8. Any tender is based on work performed by Gogol Media under normal circumstances and during normal working hours.

Article 5. Orders and changes

1. An order is accepted by Gogol Media if acceptance has been confirmed to client in writing, or the execution of work has started.
2. The client is bound by and from the time the order is placed.
3. Changes in the order after it has been placed, should be reported to Gogol Media in time and in writing. Should changes be reported orally, the risk is at the account of client.
4. Changes come into effect by and from acceptance of these by Gogol Media.
5. Any additional costs as a result of changes in order are at the expense of client.
6. Changes in the order may result in exceeding of the agreed on delivery.

Article 6. Work performed by third parties

1. If, in Gogol Media's opinion, it is reasonably necessary for the right fulfilment of an order, or as a result of the nature of an order, Gogol Media is entitled, on behalf of and at the expense of client, to issue an order for goods and/or services to third parties.

Article 7. Payment term

1. Payment should, without prejudice to what is stated in the following clauses, occur within the term indicated on the invoice and if there is no such said term within fourteen days after the date on the invoice.
2. Gogol Media takes care of timely invoicing. Invoicing in parts is possible at all times, unless it has been expressly excluded in writing. However, exclusion of the right of invoicing in parts may never relate to the costs indicated in the clauses hereafter.
3. Out-of-pocket costs, such as production and media costs, postage costs and other distribution costs should be received by client before the moment on which Gogol Media is obliged to pay these costs.
4. Gogol Media, for reasons of security of payment, is entitled to a bank guarantee from client approved of by Gogol Media, notwithstanding the agreed upon payment conditions.
5. If the client does not comply with his payment obligations towards Gogol Media within the term agreed, he is – without prior demand and notice of default - obliged to pay interest on the amount on the invoice as from the day on which the invoice should have been paid. For each month, or part of each month, this interest amounts to one-twelfth of the exceeding of payment term of the promissory note discount rate plus 2% at the moment of invoicing.
6. All costs incurred, court costs as well as extrajudicial costs, considering the collection charges of the amount not paid in time, are at the expense of the client. As evidence of the indebtedness of these costs submission of the relevant invoices suffices; these costs are fixed at 10% of the amount on the respective invoice and will amount to at least € 68 per claim.

Article 8. Postponement, suspension and annulment

1. Gogol Media is entitled to postpone further execution of the order or suspend it if client does not comply with the payment obligations resulting from the agreement, or if he fails to react on a moment of approval or does not provide the desired bank guarantee.
2. Moreover, Gogol Media is entitled to annul existing agreements between him and client insofar as these have not yet been executed and to terminate an agreement without judicial intervention if the

client fails to comply on time with his obligations that arise from any agreement with Gogol Media, or complies with these unsatisfactorily, also in case of bankruptcy or suspension of payments by client or closing down or winding up of his company.

3. The consequences of postponement, suspension and/or annulment are completely at the expense and risk of the client.
4. Postponement, suspension and/or annulment do not alter the payment obligation for work already carried out. Furthermore, Gogol Media is entitled to claim compensation for damage, costs and interests caused by the breach of contract of the client and the annulment of the agreement, including loss of income on the part of Gogol Media.

Article 9. Delivery times

1. The delivery times stated are target dates. Unless otherwise expressly agreed upon in writing, Gogol Media does not provide any guarantee as towards the delivery times agreed upon and overdue delivery does not give entitlement to client to compensation, annulment of agreement or non-fulfilment of any obligation towards Gogol Media.

Article 10. Duty of due care

1. Gogol Media will exercise the greatest possible due care where the interests of the client are concerned when performing work.
2. Gogol Media will take care of secrecy of all data and information made available to Gogol Media by client within the framework of the order insofar as these data have not been made public in any other way.

Article 11. Objections, complaints and proof

1. In case of visible faults the client must object immediately in writing as soon as Gogol Media has delivered or presented the work performed by him to the client, or eight days after publication of the advertising medium.
2. In case of invisible faults, written objection has to occur within eight days after the faults could reasonably have been observed.
3. Objections with respect to invoices should be presented in writing to Gogol Media within eight days after the day the invoice was sent. Payment term as a result of such objection will not be suspended.
4. After expiry of aforementioned terms, complaints are no longer attended to and client has forfeited his rights on this matter, unless there is reason to extend term in a particular case.
5. Barring proof to the contrary, details from Gogol Media's administration are conclusive.

Article 12. Liability and indemnity third parties

1. Liability for work carried out for the client that Gogol Media has assigned to third parties is limited insofar as that the third party effectively indemnifies Gogol Media. Gogol Media will do everything possible or render all assistance to client that can be required of Gogol Media in order to obtain, where applicable, as high a compensation as possible from the third party in question.
2. The client indemnifies Gogol Media against all damage claims from third parties with respect to correctness and factual content of communication expressions and other materials presented to client produced by order of client. This does not affect Gogol Media's duty of due care pursuant to article 10 of these conditions.

Article 13. Exoneration

1. If an objection with respect to delivered goods or services has been considered well-founded and if Gogol Media's liability has been established in this case, Gogol Media will, at its option, compensate for this by paying at most the invoice amount of the delivered, or replace the delivered free of charge, after the original delivered has been returned and received by Gogol Media. Gogol Media is never obliged to further compensation.
2. Liability from the part of Gogol Media for any damage that has resulted either directly or indirectly from defaults in services or goods delivered by it, is in any case limited to the amount of Gogol Media's due payment reduced by the out-of-pockets costs with respect to the delivered. Client surrenders his right to claim annulment on the grounds of breach of contract of what has been agreed on.
3. Gogol Media is not liable for damage, loss or destruction of objects, materials or data that have been made available to Gogol Media for, by or on behalf of the client. Goods travel at the risk of client.

Article 14. Circumstances beyond one's control

1. In case Gogol Media is prevented from completely or partly carrying out agreed work, Gogol Media is entitled to postpone execution of the agreement without court intervention or to consider the agreement completely or partly suspended, at Gogol Media's option, without being obliged to pay any compensation or give any guarantee.
2. Under circumstances beyond one's control is understood: strike, exclusion, fire, machinery breakdown and other company disorder, either at Gogol Media or at its suppliers of goods and services, transport failure and other incidents beyond Gogol Media's control such as war, attacks, devaluation, flood and storms, as well as sudden increase of import duties and excise duties and/or taxes, slowdown or non-occurrence of delivery of suppliers, not obtaining the necessary licences and other government actions.

Article 15. Right of use and physical property

1. All products and concepts delivered by Gogol Media, including any designs, sketches, drawings, films, software, electronic files, etc., remain Gogol Media's property until client has fulfilled all following obligations from all agreements closed with Gogol Media.
2. Gogol Media grants the client the right to use delivered products and/or services within the scope agreed in the agreement.
3. If no scope is mentioned in the agreement, the scope of the Dutch market for the period of 1 year needs to be observed. Unless otherwise expressly agreed upon in writing or electronically, and without prejudicing the remaining in these present conditions, user right does not include the right to publish and/or multiply products.
4. User right is not transferable to third parties without Gogol Media's express agreement in writing. Client is not permitted to alienate, lease or transfer by way of security products or make available products in any way to whatever third party.
5. The source code is not made available to the client, unless otherwise agreed upon in writing.

Article 16. Intellectual property

1. Gogol Media retains its Intellectual property rights pursuant to the Copyright Act.
2. Copyright as well as all other rights of intellectual or industrial property of all products, software or other materials (such as analyses, designs, documentation, reports, offers, etc., that have been delivered to client by Gogol Media or have been made available in whichever manner), will remain

vested at Gogol Media or at its licensors and may not be multiplied, published, or communicated to third parties without Gogol Media's prior consent, unless the nature of supplied documents does provide otherwise.

3. Gogol Media retains its right to use models, techniques, concepts, building stones and parts of products, as well as concepts and ideas that have formed the basis of products made available to the client for future orders.
4. By giving the order to publish or multiply objects protected by the Copyright Act or any other legal regulation concerning intellectual property that has been made available by client or on behalf of him, the client declares legal regulations and protected rights of third parties are not infringed upon and he indemnifies Gogol Media for liabilities concerning third parties or for direct and indirect consequences, financial as well as other resulting from publication or multiplication.
5. Intellectual property rights and materials resulting from the work will, as soon as the relationship between the client and Gogol Media has ended, insofar as they belong to Gogol Media and are subject to transfer, be transferred to client, after all – including the buyout of possible development costs and rights of intellectual property – client owes Gogol Media has been fulfilled. Insofar as legal rights of intellectual property of third parties are at stake, Gogol Media will, before referring to third parties, at the request of the client, consult with these to see if complete transfer is desired or possible, also in view of the associated costs.
6. Gogol Media will, unless an order as referred to in the fourth clause and for that matter in agreement with the exoneration stipulation in Article 14 of these conditions is concerned, indemnify the client against claims made by third parties, if and insofar the client by using the delivered would infringe any right of industrial or intellectual property. Client is obliged to inform Gogol Media in writing in case of a claim by a third party and, if requested, provide all information and render every assistance necessary to set up a defence and/or settlement negotiations.
7. Client is not entitled to any further or other use of the product made by order than the use expressly agreed upon beforehand. If nothing has been agreed on, the first use counts as agreed upon.
8. Client is not entitled to alteration of what has been produced by order without express written consent from Gogol Media.
9. Gogol Media is entitled to sign the product made by order and make available to the public. It is taken into account that this will occur after the time the product will have been shown to the public in the media.

Article 17. Nature and length of agreement

1. Gogol Media represents the interests of client within the limits of the assigned order. Client is not entitled to have the work agreed upon performed by a third party without consultation with or consent from Gogol Media.
2. Unless expressly agreed otherwise upon in writing, or if so arises from the nature of the order, the order of client to Gogol Media applies for an indefinite period of time, provided that both parties may terminate the relationship from the moment the relationship has lasted six months by registered letter with due observance of a period of six months.
3. During the period of six months mentioned in the preceding clause, the client is obliged to honour the payment agreement with Gogol Media as if there was no question of termination.

Article 18. Fulfilment relationship

1. In all cases in which the relationship between client and Gogol Media terminates as a result of any stipulation of these conditions or by the intermediary of the court, these conditions keep controlling the legal relationship between parties insofar as this is necessary for the fulfilment of the relationship.

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Article 19. No take-over of personnel

1. The client will not, for the duration of the relationship as well as one year after termination, directly or indirectly hire or let work be carried out by for him employees from Gogol Media or from companies that Gogol Media has referred to for carrying out this agreement and that are or have been involved in the execution of this agreement.
2. If the client does not comply with the obligation stated paragraph one a fine of 25,000 euro will be charged by Gogol Media per occurrence.

Article 20. Transfer and obligations

1. No parties are entitled to transfer rights and work resulting from the agreements closed under these conditions completely or partly to third parties, with the exception of prior written consent from the other party.
2. If the (relevant) activities of the enterprise of the client for any reason, in whatever way and in whatever form should be joined or resumed in a different enterprise, observance of work of client as meant under 1 and joint and several liability for the original and subsequent enterprise ensues.

Article 21. Qualified judge

1. To all agreements closed under these conditions and to agreements resulting from it, only Dutch law applies. All conflicts arising from agreements and from agreements arising from these, unless the sub district court in question is qualified in such conflict, may exclusively be submitted to the qualified judge in the court district where Gogol Media is located, including the obtainment of provisional arrangements.