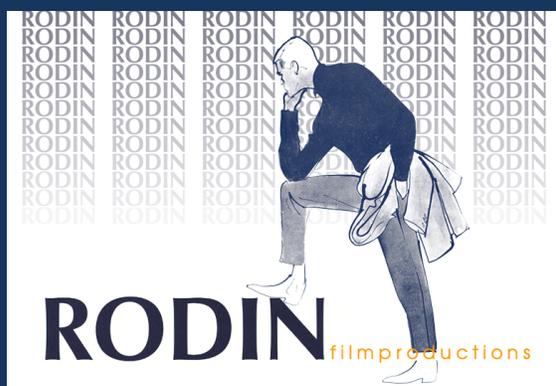


RODIN Filmproductions BV

Ruysdaelplein 4

1411 RD NAARDEN



RODIN represents more than just 'the Thinker'. RODIN searches for the vibrant undercurrent and makes its theme explicit in images and sound.

RODIN started off as producer of plays and short movie films. With an occasional foray into television, the company has focussed on movies for internal and external business use since 1990. Thus RODIN produces films to accompany annual reports, change programmes or trainings. A true partner in business, RODIN excels in translating (commercial) management information to different audiences. News, instruction films for narrow casting, RODIN makes all of these, but also produces pure entertainment.

RODIN's productions have a recognisable style, warm, open and at times confrontational. With a natural flow and a strong people focus, the emotional context to rational issues is addressed with considerable impact. But good films are not made in isolation. We claim our expertise but work in close collaboration with our client to ensure the success of the enterprise. Sound agreements form the basis for this. We therefore present our General Terms and Conditions and thank you for your confidence. We shall not fail you.

General Terms and Conditions

RODIN Filmproductions B.V. , registered office in Naarden

Article 1 – Definitions

RODIN:	RODIN Filmproductions B.V., having its registered office in Naarden
the Terms:	these general terms and conditions
Customer:	the natural person, partnership, corporation or legal person who gives RODIN an order or who may possibly give RODIN an order for the delivery of Products
Products:	the goods offered, sold, delivered or yet to be delivered by RODIN to the Customer (such as designs, proposals and AV productions, recorded on Carriers of visual and/or audio material) and work, including but not limited to the creation, adaptation and/or processing of Carriers of visual and/or audio material or other work during the realization of an AV production
Agreement:	any agreement between RODIN and the Customer concerning the sales and delivery of Products, including offers, orders and order confirmations (arising from a framework agreement or otherwise)
AV production:	an audiovisual production or audiovisual that has been realized via cinematographic, mechanical or electronic means and that constitutes a copyright work in a copyright-law sense.
Carriers of visual and/or audio material:	physical media on which visual and/or audio material may be recorded, such as audio tape, video tape, DVD, photographic material, cinematographic material or similar material

Article 2 – Applicability

- 2.1 The Terms are applicable to the formation, the contents and the fulfilment of the Agreement and to all other legal acts and legal relationships between RODIN and the Customer.
- 2.2 Any clauses deviating from or as a complement to the Terms will only be valid if accepted in writing by RODIN, and will only apply to the Agreement concerned.
- 2.3 If any provision of the Agreement (including the Terms) is not valid for any reason whatsoever, the other provisions of the Agreement will remain valid. Parties will interpret the invalid provisions in a manner that will be conform the original provisions as much as possible.
- 2.4 If a provision in a specific offer, order confirmation or Agreement deviates from a provision in the Terms, the provisions in the offer, order confirmation or Agreement will prevail.

Article 3 – Offers

- 3.1 Offers of RODIN are at all times non-binding, unless it involves a written offer explicitly stating otherwise. RODIN may revoke a non-binding offer within 5 business days after receipt of the acceptance. Offers are revocable, even if stating a time limit for acceptance.
- 3.2 Unless stated otherwise by RODIN, an offer will expire in all events after 30 days have passed from the date of the quotation respectively, in the event of a verbal quotation, the date on which RODIN has submitted the quotation.
- 3.3 All offers are based on the information provided by the Customer.

Article 4 – Formation of the Agreement

- 4.1 Unless the Customer has accepted an offer of RODIN in writing, an assignment to deliver Products will be binding upon RODIN only if and after RODIN has confirmed the assignment in writing, or has proceeded to carry out the assignment in a manner that is visible to the Customer.
- 4.2 In the event of work for which no quotation or order confirmation is sent due to its nature and size, the invoice will also qualify as order confirmation, which is deemed to express the Agreement accurately and completely.

Article 5 – Obligations of the Customer

- 5.1 The Customer will inform RODIN in time about all facts and circumstances that are or may be important to RODIN in connection with the fulfilment of the Agreement (including specific assignments thereunder).
- 5.2 The Customer will timely make available to RODIN all information, documents and matters which are required by RODIN in order to carry out the Agreement. Furthermore, the Customer will render all assistance to RODIN that is necessary to carry out the Agreement correctly and in time.
- 5.3 In case of a delay in the fulfilment of an Agreement for lack of any information, documents and/or matters to be provided by the Customer or at the request of the Customer or due to other causes on the part of the Customer, RODIN will be entitled to invoice the expenses (to be) incurred as a result to the Customer according to customary rates.

Article 6 – Fulfilment of the Agreement

- 6.1 RODIN will carry out the Agreement to the best of its knowledge and in accordance with the requirements of good professional practice.
- 6.2 RODIN is entitled to call in third parties for the performance of the Agreement.
- 6.3 RODIN is ultimately responsible for the production supervision at all times, and determines the manner in which and by which persons the Agreement is carried out, but will take the requirements expressed by the Customer into account if and insofar as these are in accordance with the views of RODIN.
- 6.4 As soon as the AV production is available in accordance with specifications agreed upon, RODIN will notify the Customer verbally or in writing, with the request to approve the AV production. This date will qualify as delivery of the AV production concerned, unless agreed otherwise.
- 6.5 The Customer may only demand modifications on essential aspects of the AV production submitted for approval if the expenses arising from such modifications will be paid completely by the Customer, unless RODIN has demonstrably deviated from the agreed specifications on essential aspects. RODIN will submit the then possibly modified AV production to the Customer for approval on a date to be agreed in more detail in accordance with article 6.4.
- 6.6 RODIN is entitled to refuse the fulfilment of an Agreement if the concrete work involves special risks for RODIN of which RODIN had not been notified upon entering into the Agreement, or of which it could not be aware in all fairness, without prejudice to the obligations of the Customer pursuant to the Agreement.

Article 7 – Fees

- 7.1 All prices and rates quoted by RODIN are exclusive of VAT and other statutory levies.
- 7.2 If applicable, travel hours will be invoiced on the basis of the agreed hourly rates.
- 7.3 Any possible extensions of a business day as referred to in article 9.1 will be agreed in advance (verbally or in writing) and will be invoiced as overtime. A surcharge of 150% on top of the agreed hourly rate will apply.
- 7.4 For working hours on Saturdays, Sundays and public holidays, insofar as reported by RODIN beforehand, a surcharge of 150% on top of the agreed hourly rate will apply.
- 7.5 Any additional cost of insurance and hotel expenses will be agreed beforehand and invoiced separately.
- 7.6 If prices/rates of price-determining factors, such as wages, materials and insurance premiums are increased, RODIN will be entitled to increase its prices and rates accordingly.

Article 8 – Duration of the work and delivery deadline

- 8.1 Except for the efforts on the part of RODIN, the duration of the work may be affected by other factors, including but not limited to the weather, the quality of the information received by RODIN and the availability of and assistance rendered by the Customer or third parties involved. Both parties are aware that the planning of the work may be subject to change during the term of the Agreement. Therefore, RODIN cannot guarantee the lead time of the work. Both parties take into account that the dates referred to as deadlines, milestones, delivery dates or other comparable terms must be considered as estimates and will therefore not qualify as deadlines.

Article 9 – Working hours

- 9.1 The maximum number of working hours per business day amounts to 10, except for any extensions agreed beforehand verbally or in writing.
- 9.2 Lunch and dinner hours will qualify as working hours. For lunch half an hour will be taken into account, and for dinner one hour.

Article 10 – Invoicing and payment

- 10.1. Invoicing will be made on the dates and in the manner as agreed upon by parties. If and insofar nothing has been agreed between parties in this respect, invoicing will be effected on a monthly basis, in principle, without prejudice to the right of RODIN to carry out the Agreement in parts and to invoice accordingly.
- 10.2. Payment by the Customer will be made without any discount, deduction or set-off within the agreed terms of payment, but never later than 14 days after date of invoice. Payment will be made in euros. The value date shown on the bank statements of RODIN will qualify as the date of payment.
- 10.3. Upon or after entering into the Agreement, and upon first request thereto by RODIN, the Customer is held to make advance payments equalling the amounts as indicated by RODIN.
- 10.4. Invoices will be deemed to be accepted and agreed upon, unless RODIN has received a motivated objection from the Customer in writing within 14 days from the date of invoice.
- 10.5. The mere expiry of a payment term will put the Customer into default, in other words without requiring any warning or notice of default, upon which the Customer will owe an immediately payable interest concerning the overdue amount (principal amount and any possible expenses and interest) equal to the statutory interest up to the date of full payment of the principal amount, interest and any possible expenses per month or a part thereof.
- 10.6. RODIN is furthermore authorized to suspend the fulfilment of any agreement entered into with the Customer and to postpone any new work until full payment has been received.
- 10.7. All judicial and extra-judicial expenses and collection expenses incurred by RODIN in all fairness, which RODIN incurs as a result of the non-compliance by the Customer of its payment obligations towards RODIN, will be at the expense of the Customer.
- 10.8. Where the Customer consists of more than one person and/or company, these are severally bound to the fulfilment of the obligations in the Agreement], if work has been carried out jointly for the benefit of them.

Article 11 – Termination of the Agreement / damages / suspension

- 11.1 If the Customer withdraws an assignment that has already been granted, the Agreement will terminate, it being understood that none of the situations stated in article 11.2 will be the case on the part of RODIN, and RODIN will in all events be entitled to indemnification, without prejudice to its right to claim full damages, if any, which will be determined where possible in consultation with the Customer on the basis of the following elements:
 - all “out of pocket” expenses of RODIN, increased by possibly payable “cancellation fees” of contracted freelancers;
 - all hours worked by RODIN on the date of the cancellation at the customary rate;
 - a reasonable and fair compensation for overhead costs of RODIN;
 - loss of profit on the part of RODIN;
 - indemnification in case of creative and technical staff leaving the company.These provisions will apply without prejudice to the right of RODIN to bring a dispute in this respect before the court of law at any time.
- 11.2 Both parties have the right to dissolve the Agreement with immediate effect by means of a written notification to the other party if the other party:
 - a. is declared bankrupt or requests a moratorium on payments (or a comparable foreign procedure or situation);
 - b. discontinues its business operations;
 - c. attributably fails to perform an essential obligation from the Agreement even after notice of default.

- If aforementioned circumstances apply to the Customer, the Customer will be deemed to be in default, and any amounts payable by the Customer to RODIN will become immediately due and payable, without prejudice to the right of RODIN to complete damages.
- 11.3 Furthermore, RODIN is entitled to dissolve the Agreement in the manner set forth hereinbefore and with the consequences stated hereinbefore if the Customer defaults on its payment obligations towards RODIN more than twice.
- 11.4 If the Customer has already received a deliverable for the fulfilment of the Agreement, the Customer may only dissolve the Agreement for the part that has not yet been accomplished by RODIN. Any amounts paid respectively invoiced in connection with the deliverable already delivered by RODIN will remain fully payable and will become immediately due and payable in case of a partial dissolution.

Article 12 – Force majeure

- 12.1 Force majeure refers to all situations in which parties are permanently or temporarily unable to meet their obligations towards the other party as a consequence of a circumstance – foreseeable or otherwise – which is beyond their control.
- 12.2 Force majeure on the part of RODIN will in all events include threat of war, danger, default of third parties engaged by RODIN, fire, frost, natural disasters, disruption of the business operations of RODIN, power outage, and breakdown of internet, computer or (mobile) telephone connections.
- 12.3 If due to (temporary or permanent) force majeure RODIN cannot (continue to) fulfil the Agreement, RODIN will not be liable for any damage on the part of the Customer possibly arising therefrom. In such case, RODIN may at its discretion suspend the compliance of its obligations or dissolve the Agreement in whole or in part by means of a written notification to the Customer, without being required to pay any damages. In case of suspension RODIN will be entitled to dissolve the Agreement at a later stage in whole or in part in the manner set forth hereinbefore.

Article 13 – Occasional inability on the part of the Customer

- 13.1 If the Customer for whatever reason is occasionally unable to fulfil an agreed arrangement with RODIN, the Customer must notify RODIN thereof as soon as possible, but at the latest 48 hours before the agreed arrangement.
- 13.2 RODIN is entitled to charge to the Customer any (extra) expenses that it has incurred as a consequence of the cancellation of an arrangement by the Customer.

Article 14 – Liability for damage

- 14.1 If the fulfilment of the Agreement involves risks for RODIN exceeding the normal risks, the Customer will be liable for any arising damage for RODIN or third parties that it has engaged. The Customer will ensure adequate insurance cover for liability in this respect.
- 14.2 RODIN does not accept liability for any direct or indirect damage, regardless of its nature, caused by the loss, destruction of or damage to (Carriers of) visual and/or audio material, in whole or in part, or other matters of the Customer during the creation, adaptation or processing thereof by RODIN.
- 14.3 RODIN does not accept liability for the loss, destruction of or damage to spare copies of Carriers of visual and/or audio material made available to the Customer, which are possibly archived by RODIN.
- 14.4 If any liability would fall upon RODIN, it will in all events be limited to the amount to be paid to RODIN in the event concerned by virtue of the liability insurance policy that RODIN has taken out, to be increased by the liability threshold amount applicable under the insurance.
- 14.5 The limitation or preclusion of liability on the part of RODIN included in this article 14 will not apply if and insofar as damage is directly caused by wilful intent or deliberate recklessness on the part of RODIN.
- 14.6 Without prejudice to the provisions in article 14.7, the Customer will indemnify RODIN, its staff and all those involved with the fulfilment of the Agreement (such as third parties engaged by RODIN) from any claims by third parties, regardless of their nature or grounds, which howsoever are connected with the (fulfilment of the) Agreement, except in case of wilful intent or deliberate recklessness on the part of RODIN.
- 14.7 The Customer will indemnify RODIN from any claims by third parties with respect to any copyrights and other intellectual property rights in connection with the work carried out by RODIN for the Customer.
- 14.8 The Customer will fully compensate RODIN or any third parties that it has engaged for any damage and/or expenses in connection with the claims stated in article 14.6 and 14.7, including but not limited

- to the possible cost of legal assistance, if and insofar as such damage is not at the expense of RODIN pursuant to the Agreement.
- 14.9 Under no circumstances will the Customer hold the staff of RODIN and any other people that it has engaged for the fulfilment of the Agreement personally liable.
- 14.10 RODIN will ensure the (continued) insurance of its possible liabilities pursuant to the Agreement, depending on the costs of the work to be carried out under the Agreement, customary practice in the branche and behaviour in the business sector, and the fee to be received for the work. Upon first request thereto, RODIN will submit a copy of the insurance policy concerned to the Customer.
- 14.11 The Customer is held to report any damage in writing to RODIN as soon as possible in all fairness after its occurrence, as well as any possible claims by third parties.

Article 15 – Rights with respect to intellectual property

- 15.1 The copyrights and other intellectual property rights on all Products developed by RODIN rest with RODIN.
- 15.2 RODIN has the right to quote its name and the name of the director in the designated part of the Products in such a manner that it will be clearly legible due to its design, dimensions, positioning in visual material and duration of showing.
- 15.3 RODIN only authorizes the Customer to use the Products in accordance with the provisions included in the Agreement in this respect.
- 15.4 The Customer is not authorized to modify, abridge, or cut the Products, or to rearrange or make other adaptations or changes to the Products, except after prior written consent of RODIN.
- 15.5 Any use by the Customer of the Products delivered by RODIN that has not been agreed and/or for which not the agreed compensation is paid, will be considered as an infringement of the copyrights and other intellectual property rights of RODIN.
- 15.7 At the expense of the Customer RODIN may take care of obtaining the necessary consent for the use of copyright material, trade-mark material or otherwise protected material of third parties that is used in the Products. RODIN will only be obliged to do so if and insofar as this explicitly forms part of the Agreement (or order confirmation) and exclusively in accordance with (the extent of) the use that has been agreed in the Agreement (or order confirmation) and exclusively with respect to the agreed copyright owners and/or institutions representing certain copyright owners.

Article 16 – Non-disclosure

- 16.1 Except in case of written consent of the Customer, RODIN will not disclose the confidential information received from the Customer to third parties, it being understood that RODIN is entitled to apply know-how increased by the fulfilment of the Agreement for other purposes, as long as no confidential information is disclosed to third parties.
- 16.2 Unless RODIN has given its prior written consent thereto, the Customer will only use documents and matters (such as designs, drawings, films, loose parts of visual material, files, software and other materials) in connection with the fulfilment of the Agreement and will not make these available to third parties, multiply or publish these in whole or in part.

Article 17 – Expiry deadline

- 17.1 Where not stated otherwise in the Terms, any rights of legal action of the Customer towards RODIN in connection with the fulfilment of the Agreement, regardless of the grounds thereof, will in all events expire one year after the date on which the Customer became aware or could in all fairness have been aware of the existence of such rights and authorities.

Article 18 – Applicable law, competent court

- 18.1 The Agreement and any possible agreements in connection with it and any legal relationships between parties shall be governed by Dutch law.
- 18.2 Any disputes between parties will in first instance only be submitted to the competent court in Amsterdam.