

General Terms and Conditions iDex B.V.

Article 1: Definitions

For the purpose of these General Terms and Conditions the following is understood as:

- a. Contractor: the private company with limited liability iDex B.V., with the tradenames LVM Digital, Narra, Made for Social, Sigur pictures, Argo, having its registered office and its place of business in (1114 AB) Amsterdam at the Joop Geesinkweg 203B.
- b. Client: the party who awarded a contract to the Contractor for the performance of activities.
- c. Contract: the request of the Client to the Contractor to perform activities for consideration.
- d. Object: that which, of any nature whatsoever, is realised by the Contractor in the context of the Agreement, either directly or indirectly, and/or that otherwise derives from the Activities, all in the broadest sense of the word.
- e. Offer: a proposal of the Contractor, whether or not including Activities specified by the Contractor and the budget of the costs associated with the said activities.
- f. Agreement: the agreement concluded by and between the Client and the Contractor.
- g. Activities: everything that the Contractor creates and/or performs and/or undertakes and/or has created and/or has performed and/or has undertaken for the benefit of the Client in the context of the Agreement, all in the broadest sense of the word.
- h. Data Carriers: magnetic tapes and disks, optical disks and any and all other resources meant to record, process, send, duplicate or disclose texts, images, audio or other data with the help of equipment, all in the broadest sense of the word.
- i. Print Pricing Scheme: Decree of the Director-General of the Tax Administration on behalf of the State Secretary for Finance, as entered into force on 1 January 2002, regarding the levy of turnover tax with regard to film and video productions and with regard to certain matters in the area of the broadcasting, also including revisions of the said Decree.

Article 2: General

- 1. These General Terms and Conditions are applicable to the conclusion, the content and the implementation of any and all Agreements concluded and commitments entered into by and between the Client and the Contractor.
- 2. General (purchasing) terms and conditions of the Client are only applicable if it was expressly stipulated in writing that they shall be applicable to the Agreement between the parties with the exclusion of these General Terms and Conditions.
- 3. Deviations from these General Terms and Conditions are only valid to the extent that they were stipulated in writing by and between the Client and the Contractor.
- 4. If one or more provisions of these General Terms and Conditions are null and void or may be nullified then the other provisions of these General Terms and Conditions remain in full force and effect. The Contractor and the Client shall agree on new provisions to replace the null and void or nullified provisions, in the course of which the objective and the scope of the original provisions shall be observed.

Article 3: Agreement

- 1. The Agreement is concluded after the Client has awarded a Contract, after which the Contractor sends an order confirmation or a written Agreement.
- 2. The actual implementation of the Agreement must commence at the latest 12 months after the conclusion of the Agreement. If this is not the case and if the cause of the delay can predominantly be attributed to the Client then the Contractor shall be entitled to abandon the implementation of the Agreement in the course of which the financial obligations of the Client deriving from the Agreement must, however, be complied with.
- 3. The content of the Agreement is deemed to be laid down completely and as the sole document in the written order confirmation. If the Client awards a Contract on the basis of an Offer of the Contractor and the Contractor did not prepare a written confirmation then the content is deemed to be reflected completely in the Offer and the Contract. Everything that was stipulated orally by and between the Contractor and the Client prior to or on the date of the conclusion of the Agreement shall expire following the Contract and/or the order confirmation as intended above.
- 4. Contract extras are deemed to be any and all additional Activities exceeding the Activities expressly established in the Agreement or the participation confirmation with regard to media productions and/or the relevant options ticked by the Client on the participation confirmation for which the Client awarded, whether or not in writing, a Contract to the Contractor.

5. The Client is held to lend the necessary cooperation in the performance of the Activities and the thereto-pertaining media production for the benefit of the Contractor.
6. The Contractor is entitled to change the stipulated broadcasting dates, provided that the Contractor has good reasons for this and the Contractor is held to forthwith inform the Client accordingly. This also includes changes implemented by the television channel.
7. If the Client intends to change the Agreement, which shall also include the change / correction of the originally stipulated script, broadcasting dates, changes instructions after receipt of the pre-editing and other tests, then the Contractor shall within reasonable limits lend cooperation in this, provided that the content of the performance to be delivered by the same does not essentially deviate from the originally stipulated performance.
8. A change of the Agreement as intended in the previous paragraph is exclusively realised after the Client has communicated the change required by the same in writing and the Contractor has agreed with this in writing. Potential additional costs as a result of a change of the Agreement shall be at the expense of the Client.
9. The Agreement is always based on the possibilities that the Dutch Media Act offers for commercial television channels and is issued subject to and approval of the relevant television channel(s) and the board of directors of the Contractor.

Article 4: Offers, Proposals, Budgets

1. The mere issue of an offer referred to as a quotation, budget, pre-calculation or similar designation shall not compel the Contractor to conclude an Agreement with the Client.
2. Proposals of the Contractor are always subject to contract and can only be accepted without deviations. A proposal is, in any case, deemed to be rejected if it was not accepted within one month. A proposal is understood as a proposition to conclude an Agreement that is determined in such manner that through acceptance of the same an Agreement immediately comes into being.
3. If so required, the Contractor prepares a budget with regard to a Contract in which the proposed method is briefly outlined and a price is estimated.
4. If certain costs or cost items cannot be foreseen upon the preparation of the budget, for instance because they depend on the progress of the project or a quotation of third parties or can otherwise not be predicted with certainty, then they can be included as a memorandum item. The passing on of the same then takes place on the basis of subsequent costs.
5. The budget can be changed by the Contractor if and to the extent that it is based on circumstances or facts that changed afterwards.
6. The Client shall sign the budget of the Contractor for approval and return it to the Contractor within five working days after despatch. Budgets that were not returned in a timely fashion shall be deemed to be approved.
7. If, at the request of the Client, Activities are performed by the Contractor before the aforementioned approval procedure of the budget has been completed then the Contractor shall be entitled to pass on its fee and costs, also if they were not included in the budget or if an approved budget is not accomplished at all.

Article 5: Tariffs and prices

1. Periodically the Contractor communicates tariffs for the broadcasting of commercials and non-spot products. The Contractor is entitled to change the tariffs during the period that the tariffs are applicable. This applies to any and all indicated potential products and services that can be defined within the whole of the relevant campaign.
2. The tariff calculated according to paragraph 1 of this article per spot or broadcast or campaign component can be increased by the Contractor with surcharges.
3. Any and all tariffs specified by the Contractor are exclusive of turnover tax, which shall be at the expense of the Client. The tariffs are inclusive of a potential agency commission, unless expressly indicated otherwise.
4. Any and all indicated prices are exclusive of the applicable turnover tax (VAT) and other duties imposed by the official authorities, as also exclusive of potential other costs to be incurred in the context of the Agreement, unless indicated otherwise.
5. The price that the Contractor specified for the performance to be delivered by the same is exclusively applicable to the performance in conformity with the stipulated specifications.
6. The Contractor is entitled to increase the stipulated price if one or more of the following circumstances occur after the conclusion of the Agreement: increase of the costs of materials, semi-manufactures or services that are required for the implementation of the Agreement, increase of shipping expenses, wages, national insurance contributions on the part of the employer, costs related to other terms and

conditions of employment, implementation of new and increase of existing official levies on commodities, energy or residual substances, a considerable change in exchange rates or, in general, circumstances that are comparable to the same.

7. In case of composite proposals there is no obligation to deliver a part of the total performance at the amount mentioned in the offer for the said part or at a proportionate part of the price quoted for the whole.

8. If a price was not stipulated by and between the parties but if the parties concluded one or more Agreements with an identical or almost identical content during the year prior to the Agreement then the price shall be calculated on the basis of the production methods then used and the calculation tariffs then applied.

9. Invoicing takes place at the start of the Contract. Amounts not exceeding € 10,000 are invoiced 100% in advance, unless expressly stipulated otherwise.

10. If the Print Pricing Scheme applies then the Contractor shall, on written demand of the Client, apply it. As the occasion arises, the Client shall indemnify the Contractor against any and all claims (either directly or indirectly) of the tax authorities regarding the levy of turnover tax on the Activities, deriving from or related to the application of the Print Pricing Scheme.

Article 6: Termination

1a. If the Agreement with regard to participation in a television programme is terminated by the Client then the Contractor is entitled to compensation on account of the consequently occurring loss of occupancy. The amount of the compensation for the termination of the participation in a television programme is fixed at 100% of the amount stipulated for the Contract.

1b. For the other Agreements the amount of the compensation is fixed at 50% of the amount stipulated for the Contract. The Contractor remains entitled to payment of its invoices for the activities performed up to that moment. The preliminary results of the activities performed up to that moment shall be made available to the Client after payment by the Client to the Contractor of everything that is payable on account of the Agreement.

2. If the Agreement is terminated early by the Client then the Client is held to pay compensation for the costs incurred by third parties if the Contractor has already hired one or more third parties in the context of the Agreement for the benefit of the activities to be performed.

3. If the Agreement is terminated early by the Contractor then the Contractor shall, in consultation with the Client, provide for the transfer of the activities yet to be performed to third parties, unless there is question of an imputable failure to comply by the Client. If the said transfer brings about additional costs on the part of the Contractor then the Client is held to reimburse the said costs.

Article 7: Suspension

1. The Contractor is entitled to suspend and/or discontinue the further implementation of the Agreement if the Client does, in any way whatsoever, not comply with its payment obligation(s) and/or remains in default in terms of providing a potentially required bank guarantee.

2. Suspension and/or discontinuation by the Contractor as intended in paragraph 1 of this article shall not affect the payment obligation(s) of the Client. The consequences of suspension and/or discontinuation are fully at the risk and expense of the Client.

3. The right to suspend does not affect the right of the Contractor to rescind the agreement early on the basis of the non-compliance with the payment obligations, apart from the right to claim compensation for the incurred damages, in accordance with article 8 below.

Article 8: Rescission

1. If there is question of an imputable failure of the Client to comply with its obligations on account of the Agreement then the Contractor shall give the Client written notice of default and impose a reasonable period within which the Client can yet comply with its obligations. If the Client also imputably fails to comply within this period then the Contractor is entitled to rescind the Agreement, either in whole or in part, unless the failure to comply does, having regard to its special nature or minor importance, not justify the said rescission with its consequences, all without prejudice to the statutory right of the Contractor to claim compensation for the incurred damages.

2. A failure to comply cannot be blamed on a party if the failure to comply is a consequence of a circumstance that cannot be attributed to its negligence and should neither be at its expense by law, a legal act or generally accepted practice.

3. Each party can rescind the Agreement with immediate effect, either in whole or in part, in writing (by registered post with confirmation of receipt), without a notice of default being required, if the Client is granted – whether or not provisional – suspension of payment, if a winding-up petition is filed in respect

of the Client or if the business of the Client is liquidated or discontinued other than for the benefit of restructuring or a merger of undertakings. The Contractor shall never be held to repay already received amounts or compensation for damages on account of rescission in pursuance of this paragraph.

4. If the Client, at the time of the rescission as intended in paragraph 1, has already received Objects and/or performances otherwise for the implementation of the Agreement then the said Objects and/or performances and the thereto-pertaining payment obligations shall not be subject of undoing, unless the Client evidences that the Contractor is in default in respect of the said Objects and/or performances. Amounts that the Contractor invoiced prior to the rescission in connection with what the Contractor has already properly performed or delivered remain, in consideration of the provisions set forth in the previous sentence, payable in full and immediately fall due at the moment of the rescission.

Article 9: Payment term

1. Unless stipulated otherwise, the Client must pay the price and the other amounts payable pursuant to the Agreement within 14 working days after the date of the invoice, without being able to rely on any discount, settlement or suspension. In case of late payment the Client shall be in default without a notice of default by the Contractor being required.

2. The Client is always, and irrespective of the stipulated payment terms, held to on demand of the Contractor provide security for the payment of the amounts payable pursuant to the Agreement to the Contractor. The provided security shall need to be such that the claim with the potential interest and costs is covered properly and that the Contractor shall be able to recover from the same without difficulty. A security that later potentially becomes insufficient shall, on demand of the Contractor, need to be supplemented to sufficient security.

3. If the Client does not pay in a timely fashion as intended in paragraph 1 of this article then the Client shall, due to the delay in the payment of the amount payable by the same, be liable to pay the statutory commercial interest on the said amount from the date of the invoice.

4. In case of late payment (timely payment as intended in paragraph 1 of this article), the Client shall, apart from the payable amount and the statutory commercial interest accrued on the same, be liable to pay compensation for both the extrajudicial and the judicial collection costs, including the fees of lawyers, bailiffs and collection agencies, in full. The extrajudicial costs are set at a minimum of 15% of the principal sum plus interest, the latter with a minimum of € 100.00.

Article 10: Mode of delivery; reservation of title

1. Unless stipulated otherwise, the delivery takes place where the Contractor carries on its business.

2. The Contractor is not held to deliver the manufactured goods in instalments.

3. The Client is held to lend its complete cooperation in the delivery of the goods to be delivered by the Contractor pursuant to the Agreement. The Client shall, also without having been summoned, be in default if the Client does, on demand of the Contractor, not pick up the goods or, if delivery at its address was stipulated, fails to take delivery of the delivered goods.

4. Each and every delivery of goods by the Contractor to the Client takes place subject to reservation of title until the Client has paid everything that the Client is held to pay on account of the Agreement, including interest and costs.

5. If transport of the goods to be delivered was stipulated then this shall take place at the expense of the Client, unless delivery carriage paid was stipulated. The Client always bears the risk during the transport. Transport is also understood as transmission of data through the telephony grid and each and every comparable transmission with the help of a technical means. The acceptance of goods of the Contractor by the carrier qualifies as evidence that they are externally in a good condition, unless the consignment note or the confirmation of receipt indicates otherwise.

6. The Contractor is not encumbered with the storage of the goods to be delivered, unless this was expressly stipulated. If storage takes place then this shall take place at the risk and expense of the Client.

Article 11: Delivery period

1. A delivery period specified by the Contractor is only of an indicative nature, unless expressly indicated in writing that it regards a fatal deadline. The Contractor is, also in case of a stipulated fatal deadline, only in default after the Client has given the Contractor notice of default.

2. The Contractor shall not be bound by a stipulated fatal deadline if the Agreement is changed in accordance with article 3, unless stipulated otherwise in writing or if the minor importance of the change or the minor delay does reasonably not necessitate the Contractor to change the deployment of production capacity initially systematically determined in terms of time.

3. During the implementation of the Agreement by the Contractor the Client is held to do everything that is reasonably required or appropriate to enable a timely delivery by the Contractor, including forthwith answering questions of the Contractor and supplying information at the request of the same.
4. In case of non-compliance by the Client with the provisions set forth in the previous paragraph of this article and the provisions set forth in paragraph 2 of article 9, a stipulated fatal deadline for delivery shall no longer be binding and the Client shall be in default without any written notice of default by the Contractor being required. As the occasion arises, the Contractor shall, without prejudice to the rights vested in the same by law, be authorised to suspend compliance with the Agreement until the Client has remedied the said default. After that the Contractor shall yet implement the Agreement within a reasonable period.

Article 12: Inspection upon delivery

1. The Client is held to forthwith after delivery inspect whether the Contractor complied properly with the Agreement and is moreover held to forthwith inform the Contractor in writing as soon as the Client becomes aware of the contrary. The Client must carry out the said inspection and provide the relevant notification at the latest 14 days after the delivery.
2. The Contractor is always entitled to replace a previously improper performance by a new proper performance, unless the default cannot be remedied.
3. The compliance with the Agreement is deemed to be proper between the parties if the Client failed to perform the inspection or to provide the notification as intended in paragraph 1 of this article in a timely fashion.
4. If the period of 14 days as intended in paragraph 1 of this article should, according to the principles of reasonableness and fairness, also be qualified as unacceptably short for a diligent and alert Client then the said period shall be extended up to at the latest the first moment when the inspection respectively the notification of the Contractor is reasonably possible for the client.
5. The performance of the Contractor is, in any case, deemed to be proper between the parties if the delivered goods, or a part of the delivered goods, are put into use, were processed or treated, were delivered to third parties respectively were used, processed or treated or were delivered to third parties by third parties.

Article 13: Intellectual property

1. Unless stipulated otherwise (in writing), any and all intellectual property rights deriving from the Agreement – including but not limited to patent rights, drawing rights, model rights, database rights and copyrights – are vested in the Contractor. To the extent that this kind of right can only be acquired through filing or registration, only the Contractor shall be authorised to do so.
2. Notwithstanding the provisions set forth in the previous paragraph of this article and barring provisions stipulated to the contrary (in writing), the copyrights with regard to an Object that the Client or a third party, without there being question of a written transfer of copyrights, discloses or has disclosed as its own, as intended in Section 8 of the Dutch Copyrights Act 1912, are in particular vested in the Contractor.
3. Unless stipulated otherwise (in writing), the performance of a probe into the existence of intellectual property rights, including but not limited to patent rights, drawing rights, model rights, trademark rights, database rights and copyrights or portrait rights of third parties, is not part of the Agreement. The same applies to a potential probe into the possibility of these types of protection for the benefit of the Client.
4. The Contractor is always, unless stipulated otherwise (in writing) and/or if the Object and/or the work is otherwise not suitable for it, entitled to mention or remove (have mentioned or removed) its name in the colophon, in a title role or to mention or remove (have mentioned or removed) its name on or with the Object and/or otherwise the work and without the prior consent the Client is not allowed to otherwise disclose or duplicate (have disclosed or duplicated) the Object and/or the work without indication of the name of the Contractor.
5. If so required by the Contractor then the Object and/or otherwise the work to be duplicated shall, where applicable, be provided with the © symbol, with reference to the name of the Contractor and the year of the first disclosure and/or the year and/or the number of an international filing.
6. The Contractor is entitled to protect or secure (have protected or secured) its Object(s) through the imposition of (technical) provisions or measures. The Client is not allowed to circumvent, avoid or remove (have circumvented, avoided or removed) these technical provisions or measures implemented by or for the benefit of the Contractor.
7. Unless stipulated otherwise (in writing), the work drawings, illustrations, prototypes, scale models, moulds, designs, design sketches, films and other materials or (electronic) files realised by the

Contractor in the context of the Agreement remain the property of the Contractor, irrespective of the fact whether they were made available to the Client or third parties or not.

8. After the completion of the Agreement neither the Client nor the Contractor is subject to a retention obligation vis-à-vis each other with regard to the information, materials and data used.

Article 14: Use and licence

1. If the Client complies fully with its obligations on account of the Agreement then the Client acquires an exclusive licence to use the Object, to the extent that this regards the right to disclose and duplicate in accordance with the scope and the designated use established in the Agreement. If arrangements about the scope and the designated use were not agreed on then the licence remains limited to the use of the Object for which there were, at the moment the Contract was awarded by the Client, established intentions, at least up to the number from which the Contractor could reasonably depart when the Contract was awarded.

2. The Client shall only be entitled to use of the Object when payment in full of everything that the Client is held to pay to the Contractor shall have taken place. If a payment term has not expired yet then each and every use shall automatically be deemed to take place on the resolutive condition that if the Client does not pay (in a timely fashion) the Contractor shall later be entitled to yet discontinue (have discontinued) each and every use of the Object.

3. Without prior written consent of the Contractor the Client is not entitled to change (have changed) the Work and/or otherwise the work and/or to implement (have implemented) changes in the Object and/or otherwise the work. If the Client requires a change of the Object and/or otherwise the work as intended in this paragraph then the Client shall give the Contractor the opportunity to implement (have implemented) this kind of change on the basis of conditions to be established further. This does not affect the necessary prior written consent of the Contractor.

4. Without prior written consent of the Contractor the Client is not entitled to use (have used) the Object and/or otherwise the work in a manner broader or other than stipulated. In case of not stipulated broader or other use, including but not limited to change, mutilation or degradation of the preliminary or definitive Object and/or otherwise the work, the Contractor shall, on account of infringement of its rights, be entitled to compensation that is reasonably and equitably in proportion to the committed infringement, without prejudice to the right of the Contractor to claim compensation for the actually incurred damages.

5. In consideration of the interests of the Client, the Contractor shall be free to use the Object for its own portfolio, publicity or promotion.

6. The parties can deviate in writing from the provisions set forth in this article.

7. If there is question of use of music of third parties then the Client is personally responsible for obtaining the relevant licence and the payment of the associated costs (e.g. Buma Stemra).

Article 15: Promotional use

1. The Contractor shall, without prejudice to the provisions that shall be stipulated about the rights, be entitled to use the Object / its design for the benefit of its own promotion and/or its own publicity. To this end it shall only require consent of the Client if the latter did not proceed with use of the design yet, which consent shall not be refused unreasonably.

Article 16: Release of material

1. Any and all materials and any and all digital information and data files that are related to the Agreement and that must be made available to the Contractor in the context of the same shall, on demand of the Client, be returned to the Client, however only after the Client shall have complied with all its obligations vis-à-vis the Contractor. The same applies to the Client in connection with materials of the Contractor, of any nature whatsoever, (including digital information and data files, work drawings, artwork, etc.), to the extent not stipulated otherwise.

Article 17: Ownership of the Client, right of pledge

1. The Contractor shall keep the goods entrusted to the same by the Client in the context of compliance with the Agreement with the care that befits a good custodian.

2. Without prejudice to the provisions set forth in the previous paragraph of this article, during the custody the Client shall bear any and all risks in respect of the goods as intended in paragraph 1. The Client should, if so required, personally take out insurance to cover this risk.

3. The Client is held to ensure that, prior to the supply to the Contractor of a photographic recording or a data carrier, a duplicate is created of the said goods. The Client must retain these in the event that the goods made available are lost or become unusable due to damage during the custody by the

Contractor. As the occasion arises the Client must, on demand, provide the Contractor with a new copy upon reimbursement of the material costs.

4. The Client grants the Contractor a right of pledge in respect of any and all goods that are in the possession of the Contractor in the context of compliance with the Agreement with the Contractor, the latter by way of additional security for everything that the Client may be liable to pay to the Contractor in any capacity and on any account whatsoever, also including non-exigible and conditional debts.

Article 18: Force majeure

1. Failures of the Contractor to comply with the Agreement cannot be blamed on the same if they cannot be attributed to its negligence and should neither be at its expense by law, pursuant to the Agreement or a generally accepted practice.

2. Failures of the Contractor to comply with the Agreement as a result of war, mobilisation, domestic disturbances, pandemics like Covid-19, flooding, closed navigation, other transport difficulties, stagnation in respectively limitation or discontinuation of the supply by public utilities, shortage of coal, gas, oil products or other resources for energy generation, fire, machine breakdown and other accidents, industrial action, lock-outs, actions of trade unions, export restrictions, other official measures, non-supply of necessary materials and semi-manufactures by third parties, intent or gross negligence of auxiliary persons and other similar circumstances, are qualified as circumstances beyond the control of the Contractor and do not entitle the Client to rescind the Agreement or to claim compensation.

Article 19: Confidentiality

1. The parties are held to observe confidentiality with regard to any and all confidential information that they receive from each other or from another source in the context of the Agreement. Information is deemed to be confidential if this was communicated by the other party or if this derives from the nature of the information.

2. If the Contractor is, in pursuance of a statutory provision or a judicial ruling, held to also disclose confidential information to third parties designated by law or the competent court and the Contractor can, in connection therewith, not rely on a statutory privilege or a privilege recognised or permitted by the competent court then the Contractor shall not be held to pay compensation or provide indemnification and the Client shall not be entitled to rescind the Agreement on the basis of any damages consequently incurred.

Article 20: Liability

1. The Contractor is exclusively liable for damages of the Client that are the direct result of a failure to comply with obligations on account of the Agreement that can be attributed to the Contractor, the latter with the exclusion of the provisions set forth in Section 407 Subsection 2 of Book 7 of the Dutch Civil Code. In this respect the liability of the Contractor shall be limited to the amount that is, as the occasion arises, paid pursuant to the professional liability insurance and shall, moreover, never exceed the invoice amount that is or was charged to the Client on the basis of the Agreement with which the Contractor attributably fails to comply. An exception applies to the foregoing in case of intent or gross negligence of the Contractor.

2. In no instance whatsoever shall the Contractor be liable for indirect damages incurred by the Client or third parties, also including trading losses and/or consequential damages and/or lost profit and/or lost savings and/or losses due to business interruptions.

3. The Contractor shall not be liable for damages that are caused due to the fact that the Client did not comply with its obligation to supply information deriving from these General Terms and Conditions.

4. The Contractor shall, moreover, not be liable for damages that are caused by an act or omission of third parties hired by the Client for the performance of the contract, unless the said damages are also caused by intent or gross negligence of the Contractor.

5. The Contractor is always authorised to limit or undo the damages of the Client as much as possible, and the Contractor shall lend any and all cooperation in this.

6. The Client indemnifies the Contractor against claims of third parties regarding damages that are related to or derive from the contract performed by the Contractor, if and to the extent that the Contractor is not liable for the same vis-à-vis the Client pursuant to the provisions set forth in this article.

7. The limitations of liability included in the previous paragraphs of this article are also stipulated for the benefit of third parties hired by the Contractor for the performance of the contract who can consequently rely directly on the said limitations of liability.

Article 21: Indemnification

1. The Client indemnifies the Contractor and/or third parties hired by the Contractor for the purpose of the Agreement with regard to portrait rights and/or intellectual property rights in respect of information, data or materials supplied by the Client that are used during the implementation of the Agreement.
2. The Client indemnifies the Contractor and/or third parties hired by the Contractor for the purpose of the Contract against any and all claims of third parties deriving from the applications or the use of the Object.
3. If the Client makes data carriers, digital data files or software etc. available to the Contractor then the Client guarantees that the said data carriers, digital data files or software are free from viruses and defects.

Article 22: Applicable law, disputes

1. The Agreement by and between the Contractor and the Client is governed by Dutch law.
2. The competent magistrate of the District Court in Amsterdam is exclusively competent in respect of disputes in connection with the Agreement.