



## **Company Agreement: General Terms and Conditions: Holland Park Media B.V.**

Last updated 1st July 2024.

By entering into a contract with Holland Park Media B.V. you agree to be bound by the set forth terms of agreement. Holland Park Media B.V. is a company registered in the Kingdom of the Netherlands at Wilhelmina van Pruisenweg 35, 2595 AN, Den Haag.

These terms of Agreement constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("Client") and Holland Park Media B.V. ("Company", "we", "us", or "our"), concerning your agreement with the Company through all forms of affiliated media, whether that be through a media channel, website or other applicable places related, linked, or otherwise connected thereto the Company. You agree that by entering into this agreement, you have read, understood, and agreed to be bound by all of these Terms of Agreement.

Supplemental terms and conditions or documents that may be updated in future contracts from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Agreement at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Agreement, and you waive any right to receive specific notice of each such change. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Agreement by your continued agreement with the Company after the date such revised Terms of Use are posted.

### **GOVERNING LAW**

These conditions are governed by and interpreted following the laws of the Netherlands, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. Holland Park Media B.V. and yourself both agree to submit to the non-exclusive jurisdiction of the courts of The Netherlands, which means that you may make a claim to defend your consumer protection rights in regard to these Conditions of Use in the Netherlands, or in the EU country in which you reside.

WHEREAS, the Company has expertise in the area of marketing, content creation and branding;  
WHEREAS, the Company desires to engage the Client to provide certain services in the area of the Company's expertise and the Company is willing to provide such services to the Client;

NOW, THEREFORE, the Parties hereby agree as follows:

## **1. General**

1.1 All assignments will be accepted and executed solely by the Company, notwithstanding articles 7:404 and 7:407 section 2 of the Dutch Civil Code. 1.2 The duration of the contract shall be decided before the signing of these terms of agreement.

1.3 All Services to be provided by the Company shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a company with the background and experience that the Company has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Company to perform the Services.

1.4. The Company shall provide the Company's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

1.5. The Company represents and warrants to the Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

## **2 Applicability**

2.1 These general terms and conditions are part of all assignment agreements that pertain to services being rendered by the Company, of all resulting or connected agreements between Client and the Company or their respective legal successors, and of all offers and tenders made by the Company.

2.2 Any clauses deviating from these terms will be valid only if and to the extent that the Company accepts and confirms these explicitly and in writing to Client.

2.3 Should any clause, which forms a part of these general terms and conditions,

be invalid or nullified, the remainder of the agreement will stand as much as possible and the concerning clause will be replaced, in deliberation by Client and Company, by a new clause that approaches the purpose of the original clause as closely as possible.

2.4 These general terms and conditions apply to the Company's owners, as well as to all those working for the Company in the context of executing the assignment. Both can invoke these general terms and conditions towards Client.

## **3 Data Protection**

3.1 Client is accountable for their compliance with applicable laws and regulations regarding protection of personal data, including providing the Company with personal information about their employees, clients or third parties, even if this information originates from third parties or are provided by third parties in their

assignment. Client cannot hold the Company accountable for not or not completely complying with laws and regulations regarding protection of personal data.

3.2. The Company endeavours to comply with the GDPR (General Data Protection Regulation) including but not limited to effective data protection.

3.3. By entering into the contract, you consent that the Company is allowed to handle any data sent to them by the Client, which will be stored in a secure place.

3.3. Allowing for GDPR Regulation Article 17, known as the right to erasure, individuals can request the Company to remove data that relates to the person. This includes but not limited to information such as addresses, names and phone numbers.

3.4 Processing personal data by Contractor in the context of the activities mentioned above, is done in accordance with relevant laws and regulations concerning protection of personal data. In case a data leak as meant in the GDPR is suspected, the Company shall inform the client without unreasonable delay, after which the client will fulfil any notification requirements.

3.5 The Company may only use the data the Client has provided and other data the Company has come to possess executing the assignment, for the purpose for which it was obtained and for the Company's normal business process, including conducting legal proceedings by or through the Company in which this data is important and to prevent such legal proceedings.

#### **4. Communication**


4.1 Client and the Company can communicate by email and communication devices such as Whatsapp. Other communication methods must be stated before these terms of agreement are accepted. This entails risks like distortion, delays, interception, manipulation, viruses and more. The Company is not accountable for damages resulting from the use of email and/or the internet.

4.2 Data extracts from the Company's computer systems provide binding evidence of the electronic communications.

#### **5. Intellectual property**

5.1. In this Agreement, the term "Work Product" shall mean all work product generated by the Company solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets. This excludes any digital or analogue imagery, still or dynamic, shot, animated, edited or commissioned by the Company. The ownership of such material remains with the producer.

5.2. License. In the event that the client integrates any work that was previously created by the Company into any Work Product, the Company shall grant to, and client is hereby



granted, a worldwide, royalty-free, perpetual license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, photos, videos, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that the client deems appropriate for as long as this agreement remains valid. All such licenses will be revoked upon termination of this agreement and will require the parties to agree upon a royalty scheme shall the client decide to continue the usage of such integrated material either online or offline.

## **6. Interference with Business**

6.1. Non-Solicitation. Client agrees that for a period of three (3) months after termination of this Agreement, the Client shall not divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers.

## **7. Fees and cost of services**

7.1. Client shall pay the Company a fee and a reimbursement of costs in accordance with the Company's usual rates, methods of calculations and working

methods.

7.2. Standard hourly rates

The standard hourly rate is 110€ per hour excluding B.T.W. unless otherwise stated.

7.3. This cost is only inclusive within the standard working hours of the Company during a regular business week (Monday-Friday). Standard working hours are from 9:00 am until 6:00 pm.

7.4. The price of services outside of working hours during a regular business week are 1.5x the standard hourly rate. Saturday rates are 1.5x the standard hourly rate and Sunday rates are 2x the standard hourly rate.


7.5. If a call out is booked within 48 hours a surcharge of 1.5x the standard hourly rate will apply with this being 2x if booked for a Saturday and 2.5x if booked for a Sunday

7.6. A cancellation fee of 25% will apply if the appointment is cancelled 48 hours beforehand.

7.7. The above rates may be periodically reviewed and changed. If this is the case, this will be notified to the client.

7.8. The Company shall submit to the client a monthly invoice. All such invoices shall be issued within the first week of the month by the Company and be due and payable before the 15th day of the month by the Client. Any additional services that may arise after the submission of invoices for the said month, will be added to the invoice to the Client in the subsequent month.

7.9. The Company shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written state.



7.10. An administration fee shall be requested in the case of late payments. This will be at a maximum 8% of the total price for every month in arrears as in accordance De Nederlandsche Bank's Statutory Interest Rate for Commercial Transactions. Furthermore, a standard collection cost of minimal 40€ will be charged as well as any legal fees incurred related to the collection costs.

## **8. Company Rights and Retainers**

8.1. The Company retains the right to cancel an appointment on callout, keeping all costs and fees if the Client is more than 15 minutes late to a callout.

8.2. The Company retains the right to cancel a callout up to 24 hours before. This will can be communicated to the client via electronic means as per 4.1. of the Terms of Agreement.

8.3. The Company retains the right to use all material produced within the boundaries of the all data protection.

8.4. The Company retains the right for an Act of God clause thus meaning due to events beyond the Company's control, the Company upholds the right to cancel an appointment or delay the fulfilment of work product.

8.5. The Company reserves the right to termination with cause and liability giving 30 days' notice. In the event of a material breach, the Company retains the right to terminate immediately. Upon termination, all legal rights, obligations and duties shall be terminated unless expressly stated in the agreement.

## **9. Complaints**

9.1 Complaints about work performed or amounts invoiced by the Company, shall be conveyed in writing to the Company within 30 days of the dispatch of the records or information to which the complaint pertains or where Client reasonably substantiates his inability of detecting the defect at an earlier time, within 30 days of said effect having come to light.

9.2. A complaint does not suspend Client's payment obligation, except if the Company has provided the client with a written notice that he finds the complaint well founded.

9.3. In the case of a justly made complaint, the Company has the option of either adjusting the fee charged, correcting or redoing the rejected work, or not carrying the or furthering the order, in whole or in part, in return for compensation in proportion to the fee already paid by Client.

## **10. Statute of limitation**

10.1 Unless these terms and conditions provide otherwise, any and all claims of Client against the Company in connection with the complaints set forth in Article 9 and other legal issues that may arise in terms of the performance of the assignment, regardless of their nature, shall expire one year after the date the Client has become aware or could reasonably become aware of the existence of such claim.

## **11. Sustainability and Anti-Discrimination Clause**

11.1. Right to Refuse Projects: Company reserves the right to refuse any projects or requests that do not align with our commitment to sustainability. This refusal may be exercised at the sole discretion of Company without incurring any penalty or liability. We define sustainability as the avoidance of the depletion of natural resources in order to maintain an ecological balance, and a project's alignment with these values shall be judged according to Company's internal guidelines and criteria.

11.2. Right to Terminate Services: Company maintains a strict policy against discrimination in any form, including but not limited to discrimination based on age, disability, gender, marital status, race, religion, or sexual orientation. Should Company observe or become aware of discriminatory behavior from a client that is severe or persistent, Company reserves the right to terminate any ongoing services or projects with the client involved. This right may be exercised immediately upon confirmation of such behavior, and Company will not be liable for any disruption or discontinuity of services as a result. Company also reserves the right to invoice for all services rendered up until the termination of service at Company's discretion.

### **Other**

11.1. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

11.2. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

11.3. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

