

In the event of any discrepancies, conflicts or ambiguities between this English translation of the Terms and Conditions and the original Dutch version, the Dutch version shall prevail and be considered as the authoritative text. Any interpretation or construction of these Terms and Conditions shall be made with reference to the Dutch version. No rights can be derived from the translated English version.

1. Introduction and general

- 1.1. In these general terms and conditions (hereinafter referred to as Terms), the following definitions shall apply:
- a) **Fine Tune Audio:** A creative agency engaged in composing and producing music, sounds and Voice-over recordings. Fine Tune Audio is registered with the Chamber of Commerce under number KvK 58025057 and located at Kerklaan 30 a, 9751 NN in Haren.
 - b) **Client:** The legal entity or natural person who has created an account via the Platform or has commissioned Fine Tune Audio to perform work or to whom Fine Tune Audio has made an offer. The Client is also defined as a reseller who has created an account via the Platform and who purchases products from Fine Tune Audio on behalf of a third party.
 - c) **Parties:** Fine Tune Audio and Client together.
 - d) **Agreement:** That which is agreed upon by the Parties and to which these Terms are declared applicable.
 - e) **Products:** Music, sounds and/or Voice-over recordings composed and produced or to be composed and produced by Fine Tune Audio or third party engaged by Fine Tune Audio to which the Agreement relates.
 - f) **Platform:** Fine Tune Audio's platform (<https://platform.finetune.audio>) where a Client can create an account and place an order.
 - g) **Materials:** Data and information serving the preparation and execution of the Agreement other than the Products themselves, such as, among others, instructions, scripts or other texts, visual material, audio clips (such as samples and music fragments), etc.
 - h) **Voice-over recording:** A voice recording produced or to be produced by Fine Tune Audio that can be used as stand-alone audio or in conjunction with other media such as radio or image recordings.
 - i) **Re-take:** The re-recording of a voice or instrument that is part of a Product.
 - j) **Buy-out:** A fee that redeems the right to use the Products for a specified period of time and for specified media.
 - k) **Commercial:** An advertisement on, for example, radio or television.
 - l) **Online commercial:** An advertisement on social media and/or websites deployed when streaming, among other things, movies, videos and podcasts.
- 1.2. These Terms apply to the creation and maintenance of an account on the Platform and the purchase of Products through the Platform by the Client and remain in full force and effect after termination of the Agreement.
- 1.3. These Terms and Conditions also apply to the relationship between third parties engaged by Fine Tune Audio and the Client.
- 1.4. Client shall not, with its client or other third parties, make any arrangements that are not in line with the Agreement or these Terms.

- 1.5. Client shall do all that is reasonably necessary or desirable to ensure that even third parties, such as its own client, will not perform acts that are contrary to the Agreement or these Terms.
- 1.6. The applicability of any general terms and conditions of the Client is expressly rejected.
- 1.7. Deviations from these Terms shall apply only if explicitly agreed in writing.

2. Formation of Agreement, acceptance and modification of Terms

- 2.1. An Agreement will only be deemed to have been concluded at the moment when the Client has received confirmation of the successful creation of an account from Fine Tune Audio or has received an invoice from Fine Tune Audio after placing an order via the Platform.
- 2.2. Fine Tune Audio is entitled, without giving reasons, to refuse an application for an account or an order or to attach special conditions to the execution.
- 2.3. By placing an order through the Platform, the Client declares to have taken note of these Terms, understand their content and agree to them.
- 2.4. Deviation from the Terms by the Client is only possible when agreed in writing between the Parties. Any agreed deviation only relates to the Agreement.
- 2.5. Fine Tune Audio may amend these Terms at any time. The amended Terms will affect all agreements between the Parties to which the original Terms were applicable, insofar as this is not contrary to reasonableness and fairness. Fine Tune Audio will notify the Client of any change in the Terms.

3. Rates and payment terms

- 3.1. All amounts are exclusive of 21% sales tax (VAT) and any administrative, transportation, shipping and other charges unless otherwise stated.
- 3.2. If the Client pays by invoice, the Client must adhere to the term of payment specified in 3.7. If the Client does not pay by invoice, the Client must pay the agreed price to Fine Tune Audio prior to Fine Tune Audio's performance of the Agreement, unless otherwise agreed in writing.
- 3.3. If the Client fails to pay on time Fine Tune Audio may, in addition to the amount due in performance of the Contract and the statutory interest due, charge the Client for the full amount spent on both judicial and extrajudicial collection costs. These costs include, among other things, costs for lawyers, bailiffs and collection agencies. The extrajudicial costs will be set at a minimum of 15% of that which the Client owes Fine Tune Audio in performance of the Contract, with a minimum of EUR 100.
- 3.4. If the Client fails to make payment within the term of payment stipulated by Fine Tune Audio, the Client will not (longer) be permitted to use the Products and all rights granted by Fine Tune Audio to the Client will cease.

- 3.5. Apart from offsetting against any advances paid, the Client shall not be at liberty to set off, suspend or make deductions from any fee payable by it.
- 3.6. In the event that Fine Tune Audio decides not to accept an order placed by the Client, Fine Tune Audio will refund the amount to the Client's known account number within 10 working days of notification to the Contractor.
- 3.7. Payments to Fine Tune Audio must, unless otherwise agreed, be made within 30 days of the date of the invoice sent, quoting the relevant invoice number. This can be done by bank transfer or deposit into account number: NL14 KNAB 0259809497 in the name of Fine Tune Audio.

4. Execution of agreement

- 4.1. In the performance of the agreement Fine Tune Audio will make every effort to the best of its ability. Fine Tune Audio is under no obligation to achieve a result. This also implies that minor deviations in the context of tone of voice, recording level, duration, etc. are no reason for rejection.
- 4.2. Unless otherwise agreed, Fine Tune Audio shall be free to perform the agreement as it sees fit and to engage third parties to that end.
- 4.3. If Fine Tune Audio acts as an intermediary between third parties it engages and the Client, Fine Tune Audio will charge its usual rates for this purpose.
- 4.4. Unless the Client can prove that the Client was already working with the person or persons in question prior to the conclusion of the Agreement to which these Terms have been declared applicable, the Client is not entitled to approach the third parties engaged by Fine Tune Audio, including all voice actors displayed on the Platform, even if they do not ultimately contribute to a Product, without Fine Tune Audio's intervention for a period of five years, counting from the conclusion of the Agreement, regardless of whether or not completion of the assignment occurs. The aforementioned term of five years shall start again upon the conclusion of a new Agreement between the Parties. If Client acts in violation of the foregoing, Client shall owe compensation consisting of five times the agreed upon fee for the Products.
- 4.5. The Client must check the Products provided by Fine Tune Audio against applicable laws and regulations. The same applies in the context of the Client's use of the Products.
- 4.6. In the event the Agreement consists of multiple parts, Fine Tune Audio may suspend the performance of new parts until the Client has approved in writing the results of one or more parts completed by Fine Tune Audio.
- 4.7. Fine Tune Audio may suspend performance of the Agreement if one or more agreed payments have not been made or have not been made in full, without prejudice to Fine Tune Audio's right to full payment of the agreed compensation.
- 4.8. The Client will do all that is reasonably necessary or desirable to enable Fine Tune Audio to perform the work in a timely and correct manner, in particular by

providing the necessary cooperation and supplying the complete and correct Materials requested by Fine Tune Audio in a timely manner.

- 4.9. In principle, there is no possibility of free Re-take in the event that the assignment has not been performed to the Client's satisfaction. The Client may consult with Fine Tune Audio to deviate from this provision. A request for Re-take must be submitted to Fine Tune Audio in writing within seven (7) days of delivery or invoice date, respectively.
- 4.10. If Fine Tune Audio and the Client agree to a Re-take, it cannot be excluded that the Product may sound different from the original Product.

5. Delivery time and delivery

- 5.1. Stated delivery deadlines will not commence until it is apparent that, if applicable, voice actors or other individuals designated by the Client are available and this has been confirmed to the Client by Fine Tune Audio.
- 5.2. Unless otherwise agreed, delivery dates are approximate and therefore not fatal (in Dutch '*fataal*').
- 5.3. If the delivery of any Materials or other information requested by Fine Tune Audio or the payment of stipulated advances or other fees by the Client occurs later than agreed upon, Fine Tune Audio will be entitled to extend the delivery deadlines by at least the same period of time.
- 5.4. If there is a threat of the agreed delivery time being exceeded, Fine Tune Audio will notify the Client as soon as possible. If a delivery term is exceeded, the Client must give Fine Tune Audio notice of default. Fine Tune Audio will not be liable to pay any form of compensation or damages to the Client unless Fine Tune Audio has first been given a reasonable period in which to still deliver the Products.
- 5.5. The delivery of the Products and thus the completion of the order is done by means of the electronic delivery of the Product as an audio file. The Product will be sent via a download link by e-mail to the email address known to Fine Tune Audio.
- 5.6. Shipment of Materials and Products shall be at the expense and risk of the Client.

6. Change in the agreement and additional work

- 6.1. If it appears that one or more changes to the Agreement are necessary, Parties will consult on this. In the absence of written agreement, the changes will be deemed to have been affected as soon as Fine Tune Audio has commenced performance thereof and this commencement of performance is the result of actions by or on behalf of the Client from which Fine Tune Audio could reasonably infer that the Client agreed to the changes.
- 6.2. Following a change, Fine Tune Audio may proportionally increase the agreed fee and pass on any additional costs to the Client. Exceedances of quotations or

offers of up to 15% are accepted as a budgetary risk by the Client and therefore do not need to be reported.

- 6.3. Work performed by Fine Tune Audio that falls outside what has been agreed between the Parties ("additional work") and is the result of the provision of incorrect or incomplete information or late delivery by the Client will be charged on the basis of Fine Tune Audio's usual hourly rate. If the agreed schedule changes due to the additional work, Fine Tune Audio will be free to charge the Client for any additional costs (including costs for having to engage third parties).
- 6.4. If an amendment to the Agreement results in an agreed delivery period being exceeded, such period shall, unless otherwise agreed, be extended indefinitely. The consequences of such an overrun shall be at the expense and risk of the Client.

7. Intellectual property and usage rights

- 7.1. Client represents that the performance of the Agreement will not affect any intellectual property rights or any other rights of third parties with respect to the Materials shared or assignment provided by or on behalf of Client.
- 7.2. All intellectual property rights, including copyright and related rights, vested in the Product or Materials provided by or on behalf of Fine Tune Audio are vested in Fine Tune Audio or in third parties engaged by Fine Tune Audio.
- 7.3. The Client may only use the Product as agreed in writing or as stated in the Agreement. Unless otherwise agreed in writing regarding the use referred to in this article, the Client is not permitted to use the Product in any manner whatsoever until written arrangements have been made with Fine Tune Audio.
- 7.4. Buy-out conditions may differ per Product. For Voice-over recordings that are purchased for; online corporate films, explainer videos, audiobooks, e-learning and voicemails, Client may only use the delivered Products for the medium and purpose for which Client has purchased the Products.
- 7.5. For Products delivered for use in the context of Commercials and Online-commercials, unless otherwise agreed upon by the Parties, a Buy-out period of one year will apply in which the Products may only be used through the medium and in the display area for which the Products have been purchased, with the effective date commencing on the day of the first broadcast day of the Commercial or Online-commercial through the agreed medium. If the Client or a third party wishes to use the Products again after the period of one year, whether or not integrated into a Commercial or Online commercial, the Client or the third party must contact Fine Tune Audio with a request to establish a new right of use. Upon request, the Client will provide official broadcast schedules to determine the first day of broadcast.
- 7.6. If Fine Tune Audio has granted permission to modify the Products in any form, final use is permitted only upon Fine Tune Audio's written approval of the modification in question.

- 7.7. Unless otherwise agreed, the Client (and the third parties for whose benefit the Products have been delivered), is not permitted to transfer (rights to) the Products to third parties, to encumber, to lend or otherwise make them available to third parties. In addition, the Client is not permitted to (further) sell, lease, sub-license, dispose of or in any way or for any purpose make the Products available to a third party, unless otherwise agreed in writing with Fine Tune Audio.
- 7.8. The Client may not, without Fine Tune Audio's written permission, use any Materials sent to the Client by Fine Tune Audio.
- 7.9. If the Client or third parties for whose benefit Fine Tune Audio has supplied the Products and Materials use the Products or Materials in any manner(s) other than as authorized, the Client will owe compensation consisting of five times the agreed fee for the Products in the context of which an infringement is committed, without prejudice to Fine Tune Audio's right to claim (additional) compensation in addition.
- 7.10. Fine Tune Audio shall be free to label the Products with the name(s) of the copyright holder(s). Upon first request, the Client shall remove the Fine Tune Audio name.
- 7.11. Unless otherwise agreed, Fine Tune Audio and any third parties engaged by Fine Tune Audio are free to use the Products for promotional purposes on Fine Tune Audio's website or Fine Tune Audio's social media channels. Fine Tune Audio and any third parties from whom Materials and Products have been provided by Fine Tune Audio to the Client remain authorized under all circumstances, including in the event of any transfer of copyright or exclusive license, to reproduce and disclose these Products and Materials for their own use, whereby Fine Tune Audio will take into account the Client's interests.
- 7.12. At Fine Tune Audio's request, the Client must inform Fine Tune Audio at least once per year about the use of the Products. The Client shall provide Fine Tune Audio with the following information: the modes of use/exploitation, the income generated thereby, and, if applicable, the remuneration due to Fine Tune Audio. The information must be current, relevant, and complete.

8. Complaints

- 8.1. Complaints regarding the results of work and invoices from Fine Tune Audio or third parties engaged by Fine Tune Audio must be submitted to Fine Tune Audio in writing within fourteen (14) days of delivery or invoice date, respectively. With respect to invoices, the payment term will not be suspended as a result of such a complaint.

9. Liability and indemnity

- 9.1. Fine Tune Audio's liability for direct damage will at all times be limited to a maximum of the invoice value of that part of the Contract from which the liability arises. Direct damage is understood to mean exclusively material damage which is the direct result of an attributable shortcoming or a wrongful act on the part of Fine Tune Audio.

- 9.2. Fine Tune Audio's liability for damage other than direct damage is excluded. Damage other than direct damage includes consequential damage, trading loss, loss of profit, missed savings, damage due to business interruption and damage resulting from or related to the Materials and Products supplied by Fine Tune Audio.
- 9.3. Fine Tune Audio is further not liable for:
- a) Any additional costs incurred by the client outside of the agreement, such as hiring an outside editor.
 - b) Damages of any kind incurred as a result of the Client providing defective or inaccurate Material or other information.
 - c) Loss of, or damage to, Materials provided to Fine Tune Audio by the Client.
 - d) Failure to meet a delivery deadline or other set deadline.
- 9.4. The Client shall indemnify Fine Tune Audio against all third party claims:
- a) Whose intellectual property or other right is violated as a result of the use of Material provided by or on behalf of Client;
 - b) arising out of the use of the Products, including claims by third parties as a result of Customer's failure to test or incorrectly test the Products against applicable laws and regulations and claims based on intellectual property or other rights, unless such claims are not due to Materials, including instructions, provided by or on behalf of Customer.

10. Dissolution of agreement

- 10.1. Fine Tune Audio will be authorized to terminate the Agreement with immediate effect if and as soon as the Client becomes bankrupt, files a petition to that effect, applies for a suspension of payments or there are reasons for Fine Tune Audio to believe that one of the aforementioned situations will occur.
- 10.2. Fine Tune Audio will furthermore be authorized to dissolve the Contract if the Client allows a term of payment to lapse. Payment terms set by Fine Tune Audio will under all circumstances be considered to be strict deadlines as referred to in article 6:83(a) of the Dutch Civil Code.
- 10.3. In the event of dissolution as referred to under 10.1 and 10.2, Client shall owe the full agreed fee.
- 10.4. If the Client has not fulfilled all contractual obligations to Fine Tune Audio at the time of dissolution of the Agreement, all rights granted to the Client will automatically lapse.
- 10.5. If the Client prematurely terminates all or part of the Agreement, all Fine Tune Audio's claims against the Client will be immediately due and payable, without notice of default being required.
- 10.6. In the event that Fine Tune Audio exceeds the delivery period, the Client will only be entitled to rescind the Agreement if the Client has given Fine Tune Audio notice of default and a reasonable period within which to comply, unless the delivery period has been exceeded to such an extent that the Client cannot reasonably be required to maintain the relevant part of the Agreement.

11. Force majeure

- 11.1. If Fine Tune Audio and/or the Client cannot fulfill their obligations due to force majeure, those obligations will be suspended for the duration of the force majeure situation. If the force majeure situation lasts longer than thirty (30) days, the Parties will be entitled to dissolve the Agreement in writing, in whole or in part, without the obligation to pay any form of compensation or damages. Amounts already due shall remain due in full.
- 11.2. Force majeure on the part of Fine Tune Audio will in any case be understood to include late delivery or the complete failure to deliver by third parties engaged by Fine Tune Audio or the Client, illness and temporary or permanent disability of employees or third parties engaged by Fine Tune Audio or the Client, without the Client being able to assert any right to compensation for costs or losses on that account.

12. Privacy and confidentiality

- 12.1. Fine Tune Audio will only process personal data of the Client or third parties engaged by the Client insofar as this is in line with the General Data Protection Regulation. For more information, please refer to Fine Tune Audio's privacy statement which can be accessed in the footer of the Platform.
- 12.2. The parties will treat as confidential all information originating from the other party that can reasonably be suspected to be confidential and will not make it available to third parties, unless reasonably necessary for the performance of the Agreement or required by law. Confidential information shall in any case include information relating to Fine Tune Audio's operations, plans and/or technology, technical information, inventions, methods, processes, specifications, characteristics, raw data, records, databases, equipment, know-how, experiences and trade secrets, marketing, sales, customers, suppliers, consultants, relationship and development information, performance and cost information computer programming techniques both in tangible and intangible form, codes (including source codes) and all media or disclosures of the above information and techniques, including also, written business plans, patents and patent applications, grant applications, notes and memoranda as well as "trade secrets" within the meaning of the Trade Secrets Protection Act, whether written or oral, stored or maintained in or by electronic means.

13. Other provisions

- 13.1. Fine Tune Audio has no obligation to archive Materials or Products.
- 13.2. The Client is not entitled to assign its rights or obligations to Fine Tune Audio to third parties.
- 13.3. If any passage or provision of the Conditions or the Agreement is void or is nullified, the other provisions will remain in full force and effect. The Parties shall make an arrangement for the void or voided passage(s) or provision(s) that most closely approximates the Parties' intentions.

13.4. These Terms and Conditions and the Agreement are governed by Dutch law. Any disputes shall, unless otherwise provided by law, be submitted exclusively to the competent court in Groningen, the Netherlands.