

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 this translated English version.

1. Introduction and general

- 1.1. In these general Terms and Conditions ("**Terms**"), the following definitions shall apply:
 - a) **Fine Tune Audio:** A creative agency dedicated to composing and producing music, sounds and Voice-over recordings.
 - b) **Client:** The legal or natural person who has commissioned Fine Tune Audio to perform work or to whom Fine Tune Audio has made an offer.
 - 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 a third party engaged by Fine Tune Audio to which the Agreement relates.
 - f) **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.
 - g) **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.
 - h) **Re-take:** The re-recording of a voice or instrument that is part of a Product.
 - i) **Buy-out:** A fee that redeems the right to use the Products for a specified period of time and for specified media.
 - j) **Commercial:** An advertisement on, for example, radio or television.
 - k) **Online commercial:** An advertisement on social media and/or websites deployed when streaming, among other things, movies, videos and podcasts.
- 1.2. The Terms shall apply to any legal relationship (such as offers, quotations, deliveries and agreements) between Client and Fine Tune Audio, registered with the Chamber of Commerce under number KvK 58025057, located at Kerklaan 30 a, 9751 NN in Haren, and shall remain in full force after termination of the Agreement.
- 1.3. The Terms also apply to the relationship between third parties engaged by Fine Tune Audio and 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 the Terms.
- 1.5. The applicability of any general terms and conditions of Client is expressly rejected.
- 1.6. Deviations from the Terms shall apply only if explicitly agreed in writing.

2. Formation of Agreement, acceptance and modification of Terms and Conditions

- 2.1. The Agreement, including an agreement to execute orders on an interim basis, shall not be deemed to have been concluded until:
 - a) In the event that Client purchases a Product through the webshop; Client pays Fine Tune Audio through the webshop for the performance of an order and has received a written order confirmation from Fine Tune Audio;
 - b) In all other cases: when Client has accepted in writing an offer or quotation (still valid) from Fine Tune Audio;
 - c) If a written agreement as referred to in (b) has not occurred: when Fine Tune Audio has confirmed Client's oral agreement in writing;
 - d) If no explicit written or oral agreement as referred to under (b) and (c) has taken place: when Fine Tune Audio has commenced execution of the agreement and this commencement of performance is the result of actions by or on behalf of Client from which Fine Tune Audio could reasonably infer that Client agreed to the commencement of execution of the agreement and thus to the offer/quotation offered by Fine Tune Audio.
- 2.2. Offers made by Fine Tune Audio are valid for 30 days from the date of the offer/quotation, unless otherwise specified by Fine Tune Audio.
- 2.3. Fine Tune Audio will at all times be entitled to refuse an order or application or to attach special conditions to its execution if Fine Tune Audio has good reason to believe that Client will be unable to fulfill his payment obligations.
- 2.4. Products manufactured to Client's specifications are excluded from any applicable statutory cooling-off period under Article 6:230p of the Civil Code. By agreeing to this agreement, Client waives his possible right to the cooling-off period.
- 2.5. By making a payment through Fine Tune Audio's webshop (www.finetune.audio), Client declares to have taken note of the Terms, to understand the content and to agree to the Terms.
- 2.6. Deviation from the Terms by Client is only possible when agreed in writing between the Parties. Any agreed deviation only relates to the Agreement.
- 2.7. Fine Tune Audio may amend the 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 Client of any change in the Terms.

3. Rates and payment terms

- 3.1. All amounts are excluding 21% sales tax (VAT) and any administrative, transportation, shipping and other costs unless otherwise stated.
- 3.2. Client must pay the agreed price to Fine Tune Audio prior to Fine Tune Audio's execution of the Agreement, unless otherwise agreed in writing.

- 3.3. If Client fails to pay on time Fine Tune Audio may, in addition to the amount due because of execution of the Agreement and the statutory interest, charge 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 what Client owes Fine Tune Audio in execution of the Agreement, with a minimum of 100 Euros.
- 3.4. If Client fails to make payment within the term of payment stipulated by Fine Tune Audio, Client will not (longer) be permitted to use the Products and all rights granted by Fine Tune Audio to Client will lapse.
- 3.5. Apart from offsetting against any advance payments made, Client shall not be at liberty to set off, suspend or make deductions from any fee payable by it.
- 3.6. In the event Fine Tune Audio decides not to confirm an application submitted by Client, Fine Tune Audio will refund the amount that was paid to Client's known account number within 10 business days.
- 3.7. Payments to Fine Tune Audio must, unless otherwise agreed, be made within 10 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 execution 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 Client, Fine Tune Audio will charge its usual rates for this purpose.
- 4.4. Client shall not be entitled to approach the third parties engaged by Fine Tune Audio, including voice actors, without Fine Tune Audio's intervention for the duration of five years from the conclusion of the Agreement regardless of whether or not completion of the assignment occurs. If Client acts in violation of the foregoing, Client will owe compensation consisting of five times the agreed upon fee for the Products.
- 4.5. Client must check the Products provided by Fine Tune Audio against applicable laws and regulations. The same applies in the context of Client's use of the Products.

- 4.6. In the event the Agreement consists of multiple parts, Fine Tune Audio may suspend the execution of new parts until Client has approved in writing the results of one or more parts completed by Fine Tune Audio.
- 4.7. Fine Tune Audio may suspend execution 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. 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 Client's satisfaction. 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 fourteen (14) days of delivery or invoice date.
- 4.10. If Fine Tune Audio and 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 Client are available and this has been confirmed to Client by Fine Tune Audio.
- 5.2. Unless otherwise agreed, delivery dates are approximate and therefore not fatal.
- 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 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 Client as soon as possible. If a delivery term is exceeded, 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 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 e-mail address known to Fine Tune Audio.
- 5.6. Shipment of Materials and Products shall be at the expense and risk of Client.

6. Change in the agreement and additional work

- 6.1. If it appears that one or more changes to the Agreement are necessary, the Parties will consult on this. In the absence of written agreement, the changes will be deemed to have been effected as soon as Fine Tune Audio has commenced execution thereof and this commencement of execution is the result of actions by or on behalf of Client from which Fine Tune Audio could reasonably infer that 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 Client. Exceedances of quotations or offers of up to 15% are accepted as a budgetary risk by 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 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 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 Client.

7. Intellectual property and usage rights

- 7.1. Client represents that the execution 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. 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, 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 use the delivered Products unlimitedly for the medium and purpose for which Client has purchased the Products.
- 7.5. Products supplied for use in the context of Commercials and Online-commercials are subject to a Buy-out period of one year during which the Products may only be used through the medium and in the display area for which the Products have been purchased, with the period taking effect on the day of the first broadcast day of the Commercial or Online-commercial through the agreed medium. If 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,

Client or the third party must contact Fine Tune Audio with a request to establish a new right of use. Upon request, 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 final modification.
- 7.7. Unless otherwise agreed, 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, 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. Client may not, without Fine Tune Audio's written permission, use any Materials sent to Client by Fine Tune Audio.
- 7.9. If Client or third parties for whose benefit Fine Tune Audio has supplied the Products and Materials use the Products or Materials in any way other than as authorized, Client will owe a compensation consisting of five times the agreed payment for the Products, without prejudice to Fine Tune Audio's right to claim (additional) compensation in addition.
- 7.10. Fine Tune Audio is free to label the Products with the name(s) of the copyright holder(s). Upon first request, Client shall remove Fine Tune Audio's 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 Client remain authorized under all circumstances, including in the event of any copyright transfer, to reproduce and disclose these Products and Materials for their own use, whereby Fine Tune Audio will take into account Client's interests.
- 7.12. Client must inform Fine Tune Audio at least once a year about the exploitation of the Products. Client shall provide Fine Tune Audio with at least the following information: the modes of exploitation, the income generated thereby and, if applicable, the remuneration owed 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 regard to invoices, the term of payment 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 Agreement 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 also not liable for:
 - a) Any additional costs incurred by Client outside of the agreement, such as hiring an outside editor.
 - b) Damages of any kind incurred as a result of Client providing defective or inaccurate Material or other information.
 - c) Loss of, or damage to, Materials provided to Fine Tune Audio by Client.
 - d) Failure to meet a delivery deadline or other set deadline.
- 9.4. 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 Client'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 Client.

10. Dissolution of agreement

- 10.1. Fine Tune Audio will be authorized to terminate the Agreement with immediate effect if and as soon as Client becomes bankrupt, files a petition to that effect or applies for a suspension of payments.
- 10.2. Fine Tune Audio will furthermore be authorized to dissolve the Agreement if 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 Client has not fulfilled all contractual obligations to Fine Tune Audio at the time of dissolution of the Agreement, all rights granted to Client will automatically lapse.

- 10.5. If Client prematurely terminates all or part of the Agreement, all Fine Tune Audio's claims against 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, Client will only be entitled to rescind the Agreement if 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 Client cannot reasonably be required to maintain the relevant part of the Agreement.

11. Force majeure

- 11.1. If Fine Tune Audio and/or 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 Client, illness and temporary or permanent disability of employees or third parties engaged by Fine Tune Audio or Client, without 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 Client or third parties engaged by 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 located in the footer of the website www.finetune.audio.
- 12.2. The parties will treat as confidential all data originating from the other party that can reasonably be suspected to be confidential data and will not make it available to third parties.

13. Other provisions

- 13.1. Fine Tune Audio has no obligation to archive Materials or Products.
- 13.2. 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 Terms or the Agreement is null and void or is nullified, the other provisions shall remain in full force and effect. An arrangement will be made for the then void or voided passage(s) or provision(s) that most closely approximates the intention of the Parties.
- 13.4. Dutch law applies to the Terms and the Agreement. Any disputes shall, unless otherwise provided by law, be submitted exclusively to the competent court in Groningen.