

Delivery conditions In the Picture B.V.

Registered and office-based at 3625 AZ Breukeleveen, Nieuweweg 40 the Netherlands, hereinafter referred to as: In the Picture

Article 1. Definitions

1. In these general terms and conditions the following terms have the following meanings: In the Picture: In the Picture B.V.; client: the counterparty of In the Picture.

Article 2. Applicability of these conditions

- a. General Conditions In the Picture: the provisions laid down in the following articles and conditions that apply to training courses, educations, products or services provided by In the Picture.
- b. The client is the natural or legal person who has committed himself or herself to, whether or not against payment, to make use of training, education and / or products and / or services of In the Picture.
- c. These terms and conditions also apply to all agreements with In the Picture, for the execution of which third parties must be involved.
- d. Conditions: the present General Delivery Conditions.

Article 3. General provisions

- 3.1 The General Terms and Conditions of In the Picture apply to all quotations, legal relationships and agreements regarding, providing training, education, products or services, even if they are not (further) described in these conditions. Below agreement within the meaning of these general terms and conditions means any agreement, verbally or in writing that is established between In the Picture and the client. Deviations from these conditions are only valid if they have been explicitly agreed in writing.
- 3.2 Applicability of any purchase- or other conditions stated by the client are explicitly rejected.
- 3.3 Should any provision of these General Terms and Conditions be annulled, all other provisions of these General Terms and Conditions will remain in full force.

Article 4. Quotations

- 4.1 All quotations delivered by In the Picture are without obligation, unless stated otherwise.

4.2 Quotations drafted by In the Picture are without obligation; they are valid for 30 days, unless otherwise indicated. In the Picture is only bound by the quotations if they are accepted in writing by the other party within 30 days.

4.3 All prices mentioned in quotations are exclusive of VAT, unless stated otherwise.

Article 5. Implementation of the agreement

5.1 In the Picture will conclude the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship based on the latest research.

5.2 If and insofar required for the proper execution of the agreement, In the Picture has the right to have certain activities performed by third parties.

5.3 To ensure a proper execution of the agreement, the Client will always, on time, provide In the Picture with useful and necessary data, information, materials and facilities and cooperation, including granting access to its premises. If the client in the context of providing cooperation deploy its own personnel to implement an agreement, these personnel shall have the necessary knowledge, experience, capabilities and quality. If the data, information, materials and facilities required for the implementation of the agreement, are not provided to In the Picture in a timely matter, In the Picture has the right to suspend and / or cancel the execution of the agreement, additional costs resulting from the delay are for the client according to the usual rates charge.

5.4 If the agreement has been agreed to be executed in phases, In the Picture can cancel or delay the execution for those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.

Article 6. Duration of the contract; execution time

6.1 The agreement is entered for an indefinite period of time, unless the parties expressly agree otherwise in writing.

6.2 All (delivery) periods stated or agreed by In the Picture are based on the information provided to In the Picture when starting the agreement. In the Picture will respect these agreed (delivery) periods and will always try to deliver accordingly. The mere exceeding of a (delivery) term brings In the Picture not in neglect. In the Picture is not bound by the (delivery) periods if due to unexpected circumstances that occurred after starting the agreement, these (delivery) periods are no longer achievable. If any term is likely to be exceeded, In the Picture and the client will have to discuss this as soon as possible.

Article 7. Amendments to the agreement

7.1 If during the execution of the agreement it appears that for a particular execution the necessary change or supplement of the work will need to be performed, the parties will timely and in mutually adjust the agreement accordingly.

- 7.2. If the parties agree that the agreement needs to be amended or supplemented, the time of completion of the execution will be affected. In the Picture will have to inform the client as soon as possible.
- 7.3 If the change or addition to the agreement has financial and / or qualitative consequences, In the Picture will inform the client about this in advance.
- 7.4 If a fixed fee has been agreed, In the Picture will indicate to what extent the change or supplement of the agreement will result in this fee being exceeded.
- 7.5 Notwithstanding paragraph 3, In the Picture cannot charge additional costs if the change is the result of circumstances that can be attributed to itself.

Article 8. Intellectual property

- 8.1. Without prejudice to the provisions of article 10 of these conditions, In the Picture reserves the rights and powers for which it is entitled under the Copyright Act.
- 8.2 All intellectual and industrial property rights to all developed under an agreement or products made available rest exclusively with In the Picture or its licensors. In this article the term 'product' refers to: analyses, designs, documentation, training materials, reports, quotations, presentations, software and data files as well preparatory material thereof.
- 8.3 If not stipulated otherwise in the agreement, the client obtains all products specifically developed for the client, including the source code if so, for an indefinite period a non-exclusive, unlimited right of use from In the Picture.
- 8.4 With the products referred to above, the client is not allowed to reproduce, distribute or otherwise mis-use in part contrary to the intellectual (property) rights of In the Picture.
- 8.5 The Client guarantees that no rights of third parties preclude making available to In the Picture of hardware, software, data files or other materials.
- 8.6 In the Picture also reserves the right to use knowledge/ information for other purposes, if this does not involve confidential information.

Article 9. Confidential information, non-access and privacy

- 9.1 Any information provided by one of the parties to the other party knows or reasonably should know that it is of a confidential nature and is considered confidential information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 9.2 In the Picture undertakes all reasonable measures that are required to ensure confidentiality of the confidential information received from the client by her or her employees. In the Picture will respect all reasonable instructions from the client with regards to this.

- 9.3 Neither party will, without the consent of the other party, during the term of an agreement as well as one year after its termination, hire, approach employees of the other party who have been involved in the implementation of that agreement, for employment or otherwise work directly or indirectly for him / herself.
- 9.4 The details of the client are registered by In the Picture and used for the client to keep informed of the range of services and products of In the Picture. If the client does not wish to be kept informed in writing, the client can do so in writing report to In the Picture.

Article 10. Termination or amendment of an agreement

- 10.1 This article relates to all agreements with the client. For open registration for courses applies the additional provisions in Article 12.
- 10.2 The progress of In the Picture is immediately due and payable in the following cases:
- circumstances that became known to In the Picture after the conclusion of the agreement gives In the Picture good reason to fear that the client will not fulfill its obligations meet; - if In the Picture asked the client during the agreement to provide security for compliance and this security is not provided or is insufficient.
- 10.3 In the aforementioned cases, In the Picture is authorized to cancel the further execution of the agreement to suspend or to cancel the agreement, all this without prejudice to the right of In the Picture to claim damages.
- 10.4 With an exception, each party has the authority to cancel an agreement of the provisions in paragraphs 2 and 3, only if the other party, after a proper and so detailed possible written notice of default with a reasonable term set for remediation of the shortcoming, attributable failure to fulfill essential obligations from the agreement.
- 10.5 Each of the parties may enter into an agreement in whole or without notice with immediate effect partially dissolve in writing if the other party - whether or not temporarily - suspension of payments is granted if bankruptcy is filed with regard to the other party or if its company is liquidated or terminated other than for the purpose of reconstruction or merging companies. The party that thus terminates the agreement will never become any refund of monies already received or are obliged to pay compensation. In case of bankruptcy of the client lapses the right to use the items available to the client alleged products of the law.
- 10.6 If at the time of the cancellation of an agreement as referred to in 10.4 the client already has received results for the implementation of the agreement, these results and the related payment obligations are not subject to cancellation, unless the client proves that In the Picture is in default regarding those results. Amounts which In the Picture has invoiced before the cancellation of agreement but what has already been delivered and/or implementation become immediately due and payable at the time of cancellation.

Article 11. Registration and confirmation of Open Registrations for Courses and Training Courses

- 11.1 Registration is done in writing or by telephone.
- 11.2 In the Picture will send written confirmation upon receipt of the registration. The student will receive an invitation with further information about ten days before the start of the training regarding the training location, start time and other specifications. If the desired training is fully booked the student will be notified and an alternative will be offered.
- 11.3 An assignment is considered accepted by In the Picture, if the client is not within fourteen days after sending the written confirmation, has expressly indicated the contrary.
- 11.4 The registration of participants in training courses of In the Picture takes place in order of registration.

Article 12. Cancellation by the Client of an Open Registration

- 12.1 Client is entitled to cancel part or all the agreed training or education. Cancellation must always be made in writing. Telephone cancellations will therefore not be accepted. The cancellation date is the date of receipt. In this context, postponement of training or courses is seen as a cancellation followed by a new booking, whereby this article applies in full.
- 12.2 The cancellation costs are (in% of the agreed price): up to 30 working days before the start of 0; 30 to 15 working days before the start 50; less than 15 working days before the start date is 100.
- 12.3 The client is entitled to replace a participant enrolled in a training or course by another person, if this is at the start of the education or training and this new participant in opinion of In the Picture meets the admission criteria. Replacement at or after the start of the education or training is not allowed. There is no need for such a replacement costs involved.
- 12.4 In case of a course or training with overnight stay(s), the participant is in case of cancellation responsible for the cancellation of the overnight stay and the cancellation on the training accommodation. The acceptance by In the Picture of a timely cancellation of the training or training therefore does not release the participant from his obligations towards the training accommodation.
- 12.5 In case trainees have missed a part of a training or education, they should have missed it to make up for a part to receive proof of participation from In the Picture. At a training or education that leads to certification is catching up missed parts at another training group not possible. The costs arising from compensating for the missed parts are at the expense of the client.

Article 13. Changes or cancellation by In the Picture of Training Courses

- 13.1 In the Picture reserves the right to make changes without stating reasons replace the course schedule and / or course times, accommodation, trainers, learning materials, books, etc. update or combine courses. In the Picture will make every effort to provide training in accordance with the agreements made but accepts no liability if a training cannot take place due to circumstances or has to be interrupted. In such In the Picture, In the Picture will make every effort to complete the training or at a later date time to take care of. If the latter proves not to be possible, course fees will already be paid will be refunded. Furthermore, In the Picture reserves the right to cancel group training because of lack of registrations. The registered participants will not be later than ten working days before commencement of training receive such cancellation notice.

Article 14. Loan by the client, called Borrower

Unless otherwise agreed, these apply to objects under management, rented or owned by In the Picture, that are temporarily given on loan to the Borrower, the following conditions:

General

- 14.1 The Borrower must manage the loan in a safe and responsible manner.
- 14.2 In the event of loss or damage, the Borrower will indicate (any object belonging to) immediately notify In the Picture of the loan thereof.
- 14.3 All costs arising from the provision of the loan will be borne by the Borrower. If (any object of) the loan would require special conservation in connection with entering into it of the Loan Agreement, the Borrower will be consulted prior to this, since these costs are also borne by the Borrower.

In use

- 14.4 The Borrower will ensure optimal environmental conditions
- 14.5 It is not permitted to make changes to (any object of) the loan without doing so be authorized in writing by In the Picture. This also includes any change to good, in case of damage or deterioration.
- 14.6 If In the Picture so desires, when the loan is unpacked, during the furnishings and / or the dismantle the loan and be involved in the repackaging of In the Picture.
- 14.7 The Borrower must check and inspect the goods at the time of receipt immediately report any defects to In the Picture. From the moment of commissioning the right to complain expires.

Of liability

14.8 The Borrower is liable for the loss or total loss of, or for any form of material damage to (any object belonging to) the loan that arises or appears to be arise during the term of this agreement.

14.9 In the Picture is not liable for any damage, direct or indirect, no matter what of the nature, which may arise as a result of the use by the Borrower of the items on loan or of any materials and / or chemicals supplied.

14.10 As soon as the Borrower is in default, all costs arising from default such as collection, bureau and settlement costs of attorneys, bailiffs and loss adjusters are for the account of borrower.

The insurance

14.11 The borrower insures the loan during the period of the agreement. The cost of the Loan insurance will be borne by the Borrower.

14.12 All costs arising from the repair of damage, for which under this agreement the Borrower is liable, shall be borne by the Borrower.

Of transport

14.13 The costs of the transport of the loan will be borne by the Borrower.

14.14 In the Picture is responsible for packaging the loan. Unless otherwise agreed When returning the loan, the loan must be packaged in the same way as on the outward journey.

14.15 The Borrower is only responsible for the transport of the loan, in consultation with In the Picture

Early termination

14.16 In the Picture is authorized to terminate the loan agreement prematurely without any term and to demand the immediate return of the loan from the Borrower if:

a. the Borrower neglects the loan, uses it for a purpose other than for which this is intended or if the Borrower is in conflict in any other way acts with the provisions of this agreement, to the extent not in this agreement has been expressly deviated from, all this to be determined by In the Picture;

b. one of the parties involved; In the Picture, Borrower or lessor free loses control of his assets.

14.17 In the event of the provisions of the previous paragraph, the Borrower will, after such a claim by In the Picture, return any object instantly. All costs associated with this will be borne by the Borrower getting paid. In this case, the Borrower will pay any damage that may arise for him from this, not on In the Picture stories.

From force majeure

14.18 Force majeure with regard to loan means circumstances affecting the fulfillment of the prevent the agreement and which cannot be attributed to In the Picture. Force majeure is in any case included: stormy weather, wind force 8 or higher, transport delays, none or incomplete delivery by landlords to In the Picture.

14.19 During force majeure on loan, delivery and other obligations are suspended. If delivery within 24 hours is not possible, both parties are authorized to accept the lease terminate without any compensation existing or arising in that case.

Of the cancellation

14.20 Borrower is authorized to cancel the loan agreement before the delivery date, provided that the cancellation costs are taken into account. If cancelled more than 14 days to completion tenant owes 25% of the rent. If cancelled between 5 and 13 days to delivery tenant owes 50% of the rent. If cancelled within 5 days until delivery.

Article 15. Defects; complaint periods

15.1 Complaints about the work performed must be submitted by the client within 8 days discovery, but no later than 14 days after completion of the relevant work in writing to be reported to In the Picture

15.2 If a complaint is justified, In the Picture will still perform the work as agreed, unless this has become demonstrably pointless for the client. This the latter must be made known in writing by the client.

15.3 If the provision of the agreed services is no longer possible or useful, then In the Picture are only liable within the limits of Article 18.

Article 16. Fee

16.1 For offers and agreements in which a fixed fee is or is offered agreed, paragraphs 2, 5 and 6 of this article apply. If no fixed fee agreed, paragraphs 3 to 6 of this article apply.

16.2 The parties can agree on a fixed fee when the agreement is concluded.

16.3 If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the usual hourly rates of In the Picture valid for the period in which the work is performed, unless one of them a different hourly rate has been agreed.

16.4 All prices are, unless stated otherwise, in euros and are exclusive of turnover tax (VAT) and others levies imposed by the government.

16.5 For assignments with a term of more than 2 months, the costs due will periodically be charged.

16.6 If In the Picture agrees a fixed fee or hourly rate with the client, In the Picture nevertheless entitled to increase this fee or rate. In the Picture is allowed price

increases pass on, if In the Picture can demonstrate that between the time of the offer and delivery significant price changes have occurred with regard to eg wages or rented goods articles.

Article 17. Payment

- 17.1 Invoices are paid by the client within thirty days of the invoice date. In case of for training courses, payment must be made no later than one month before the start date. At registration less than one month before the start date, the payment of the course fee must be immediately after receipt of the invoice. If not complete before the start of the training payment has been received, In the Picture is entitled to grant the relevant participant access to the training in which case his obligation to pay remains in full force.
- 17.2 By not appearing at a training for which the participant has registered or was registered, the financial obligation to In the Picture does not expire. Possibly costs made by In the Picture will be charged to the client.
- 17.3 In the event of non-payment or late payment, administration costs will be charged in the amount of 2.5% of the invoice amount with a minimum of € 60. After the expiry of the payment term without full payment having been made, the client is the statutory interest with a fixed annual surcharge of 2%. If a whole or partially unpaid invoice is handed over to third parties for collection, the extrajudicial and judicial costs are entirely at the expense of the client.
- 17.4 In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of In the Picture and the obligations of the client towards In the Picture immediately due and payable.
- 17.5 Payments made by the client are always used in the first place to settle all interest and costs due, secondly, of due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
- 17.6 All goods delivered to the client remain the property of In the Picture, until all before agreed amounts, as well as all other amounts that the client due to the shortcoming in the payment obligation, have been fully met in the Picture.
- 17.7 Set-off by the other party of a debt under this agreement with a claim it has on In the Picture believes it has is excluded.

Article 18. Liability

If In the Picture is liable, then that liability is limited as follows:

- 18.1 The liability of In the Picture insofar as it becomes through its liability insurance covered, is limited to the amount of the payment made by the insurer.
- 18.2 If in any case the insurer does not pay out or damage is not covered by the insurance covered, the liability of In the Picture is limited to twice the invoice value

of the assignment, or at least that part of the assignment to which the liability relates.

- 18.3 Contrary to the provisions of paragraph 2 of this article above, an assignment with a longer term than six months, liability further limited to the last three months owed fee portion.
- 18.4 Liability of In the Picture for indirect damage, including but not limited to consequential loss, loss of profit, loss of savings, loss of goodwill, loss due to business stagnation, damage as a result of claims from customers of the client, mutilation or loss of data is excluded.
- 18.5 In the Picture cannot be held liable for any errors in printing and typesetting.

Article 19. Force majeure

- 19.1 Force majeure is understood in these General Terms and Conditions in addition to what is stated in article 14 and in this respect it is understood in law and case law, all external causes, foreseen or unforeseen, on which no influence can be exercised, but which makes In the Picture incapable to fulfil its obligations. Work strikes in the company of In the Picture are listed below understood.
- 19.2 In the Picture also has the right to invoke force majeure if the circumstance causing (further) prevents fulfilment, occurs after In the Picture should have fulfilled its obligation.
- 19.3 During force majeure, In the Picture's obligations are suspended. If the period in which fulfilment of the obligations by In the Picture is not possible due to force majeure takes longer than 2 months, both parties are entitled to dissolve the agreement without there being one there is an obligation to pay compensation.
- 19.4 If In the Picture has already partially fulfilled its obligations when the force majeure commences fulfilled, or can only partially fulfill its obligations, it is entitled to do so already the executed or executable part separately and the client is obliged to do so invoice as if it were a separate contract.

Article 20. Disclosure

- 20.1 Client permits In the Picture the services of In the Picture for which client is provided chosen and to disclose its nature. After prior written permission from The client is allowed In the Picture to publicize the solution and can create a drawing up a description and making public the reasons that made the client decide to choose the solution of In the Picture as well as the resulting solution for the client benefits.

Article 21 Final provisions

- 21.1 The agreements between In the Picture and the client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

21.2 These general terms and conditions, which have been filed with the Chamber of Commerce East Netherlands, take effect on the day of their deposit and replace any previous ones terms of delivery of In the Picture.