

Terms and Conditions Howdy Creative Partner BV.

Article 1 General, Applicability

1.1 Howdy Creative Partner Private Limited Company (hereinafter: Howdy Creative Partner) is a private limited company, established at Govert Flinckstraat 59, 1072EC Amsterdam, registered with the Chamber of Commerce in Amsterdam under number 94291527.

1.2 These general terms and conditions apply to all offers, quotations, agreements, and assignments between Howdy Creative Partner and a third party, services provided by Howdy Creative Partner to a third party, and/or services received by Howdy Creative Partner from a third party. These third parties are hereinafter referred to as the Counterparty.

1.3 Deviations from these general terms and conditions are only valid if expressly agreed to in writing by Howdy Creative Partner. The applicability of any general terms and conditions used by the Counterparty is expressly excluded.

1.4 If any provision of these general terms and conditions is null and void or annulled, it will be replaced by a valid provision that as closely as possible matches the intent of the void or annulled provision. Only if necessary, will Howdy Creative Partner consult with the Counterparty about the content of the new provision. The remaining provisions of these general terms and conditions will remain in full force and effect.

Article 2 Offers and Formation of Agreement

2.1 All offers and quotations from Howdy Creative Partner are without obligation and contain only price indications unless otherwise agreed. An agreement between Howdy Creative Partner and the Counterparty is only concluded after the written or verbal acceptance by the Counterparty of an offer and/or quotation from Howdy Creative Partner. Written acceptance expressly includes acceptance by email.

2.2 Requests for assignments, including any changes from previous requests for assignments, are only binding on Howdy Creative Partner if they have been confirmed in writing by Howdy Creative Partner. A written confirmation expressly includes confirmation by email. Howdy Creative Partner can refuse a request for an assignment without stating reasons and is not liable for any damage or other adverse consequences, directly or indirectly resulting from this refusal.

2.3 If the acceptance by the Counterparty deviates from the offer and/or quotation from Howdy Creative Partner, Howdy Creative Partner is not bound by it, unless Howdy Creative Partner expressly states in writing that it does consider itself bound.

2.4 A composite price quotation provided by Howdy Creative Partner must be viewed and accepted as a whole by the Counterparty and does not oblige Howdy Creative Partner to perform part of the requested assignment for a corresponding part of the price specified by Howdy Creative Partner.

2.5 An estimate or estimate of the price and/or costs involved in an assignment made by Howdy Creative Partner is solely intended to enable the Counterparty to assess the interests involved in the assignment. The Counterparty cannot derive any rights from such an indication or estimate, unless otherwise agreed in writing.

2.6 Offers and quotations made by Howdy Creative Partner only apply to the relevant request for an assignment and not to future (requests for) assignments.

2.7 An offer or quotation made by Howdy Creative Partner must be accepted by the Counterparty in a timely and diligent manner. The availability of Howdy Creative Partner and its employees for the execution of an assignment must always be taken into account. Howdy Creative Partner may include an acceptance period in an offer or quotation, after which the offer or quotation will expire. Howdy Creative Partner is not liable for any damage or other consequences associated with a late acceptance of an offer or quotation by the Counterparty.

Article 3 Rates

3.1 The parties agree on (hourly) rates for (the execution of) different parts of the agreement at the time the assignment is concluded. The amounts included in the offer or quotation approved by the Counterparty are indicative unless otherwise agreed.

3.2 The rates in the offers and quotations of Howdy Creative Partner are exclusive of VAT and any other government levies.

3.3 If an assignment is prematurely terminated, Howdy Creative Partner is entitled to charge at least all hours worked and costs incurred up to that point to the Counterparty. Depending on the reason for the premature termination of the assignment, Howdy Creative Partner may be entitled to charge the full agreed fee for the assignment to the Counterparty, in addition to any claim for damages or otherwise. The provisions of article 9 (Cancellation) apply without prejudice.

Article 4 Payment

4.1 Unless otherwise agreed in the order confirmation, Howdy Creative Partner invoices 75% of the agreed total amount prior to the execution of the assignment. The remaining 25% is invoiced according to a payment schedule. The Counterparty is obliged to pay invoices from Howdy Creative Partner within the term indicated on the invoice. This term is a strict deadline.

4.2 The Counterparty is not entitled to invoke suspension or set-off, nor do objections of the Counterparty against the amount of an invoice suspend the payment obligation.

4.3 If an invoice from Howdy Creative Partner is not paid within the payment term, Howdy Creative Partner is entitled to suspend or terminate its activities until the relevant payment has been made. Costs and any other (consequential) damage arising from or related to this will be borne solely by the Counterparty.

4.4 In the event of late or incomplete payment by the Counterparty, the Counterparty is immediately, without further notice of default, liable for interest of 1.5% per month or part thereof on the unpaid amount. If the statutory interest is higher than the mentioned percentage, the statutory interest applies. Interest on the payable amount is calculated from the moment the Counterparty is in default until the full amount is paid.

4.5 In the event of liquidation, bankruptcy, seizure, and/or suspension of payment of the Counterparty, the claims of Howdy Creative Partner on the Counterparty are immediately due and payable.

4.6 If payment is not made within the term stated on the invoice from Howdy Creative Partner or in the order confirmation, the Counterparty is liable for all actual extrajudicial and judicial costs with a minimum of 15% of the principal sum owed.

Article 5 Services and Activities

5.1 Howdy Creative Partner has an obligation to perform the agreed services within the agreed timeline. Deadlines are always indicative unless otherwise agreed.

5.2 Exceeding the agreed timeline by Howdy Creative Partner, for any reason whatsoever, does not give the Counterparty the right to terminate, cancel, and/or claim compensation unless otherwise agreed.

5.3 If the agreed timeline is exceeded, or more work is required than initially estimated (including expressly additional shooting days), the associated (hourly) fee and costs will be borne by the Counterparty. As soon as Howdy Creative Partner foresees that such an overrun or expansion of the timeline and/or work may occur, it will inform the Counterparty accordingly.

5.4 The Counterparty is obliged to provide all data that Howdy Creative Partner indicates is necessary or that the Counterparty knows or should reasonably know is necessary for the execution of the agreement in a timely manner, both at the request of Howdy Creative Partner and on its own initiative. If data required for the

execution of the agreement is not provided to Howdy Creative Partner in time, Howdy Creative Partner is entitled to suspend the execution of the agreement and/or to charge the Counterparty for the extra costs resulting from the delay according to the usual rates.

5.5 Howdy Creative Partner is not liable for damage of any kind caused by Howdy Creative Partner relying on incorrect and/or incomplete data provided by the Counterparty.

5.6 If the parties have agreed that the agreement will be executed in phases, Howdy Creative Partner may suspend the execution of (parts of) a subsequent phase until the Counterparty has approved the results of the preceding phase in writing and/or has paid any (partial) invoices.

5.7 Howdy Creative Partner values its creative and business freedom and considers itself always free to provide services for different and multiple clients and Counterparties, even if they operate in the same industry. It does not commit itself exclusively to one Counterparty unless otherwise agreed.

5.8 Howdy Creative Partner is only responsible and liable for the quality of its own services and the manner in which it performs them. The parties acknowledge that this is done under the sole responsibility of the Counterparty because the Counterparty instructs the relevant assignment and its execution, with content agreed upon in advance and during the assignment between the parties. The use of the results of Howdy Creative Partner's services, including the concepts worked out by Howdy Creative Partner, is solely at the risk and expense of the Counterparty. Howdy Creative Partner is not liable in any way for the use and possible consequences thereof, directly or indirectly, and the Counterparty indemnifies Howdy Creative Partner against all claims from itself and/or third parties in this regard.

5.9 Only Howdy Creative Partner determines the personnel composition with which it executes the agreement and provides the agreed services. If the Counterparty expresses a preference for one or more employees of Howdy Creative Partner, or third parties connected to Howdy Creative Partner, Howdy Creative Partner will try to accommodate this preference as much as possible, without being bound by it.

Furthermore, Howdy Creative Partner is free to change the personnel composition at its own discretion.

Article 6 Engagement of Third Parties

6.1 Howdy Creative Partner has the right to use third parties selected by it in the execution of the agreement. The costs of engaging third parties and their services will be included in the price stated in the order confirmation unless otherwise agreed and specified in the production budget. If the actual costs for engaging third parties and their services are higher than included in the budget, the related additional costs will be entirely at the expense of the Counterparty.

6.2 Howdy Creative Partner is never liable for errors and/or shortcomings of engaged third parties. These third parties provide their services at their own expense and risk and are not covered by the liability insurance of Howdy Creative Partner.

6.3 The parties will agree whether third parties will invoice Howdy Creative Partner or directly to the Counterparty. In all cases, third parties will be required to invoice with a specification of the goods and services provided.

6.4 If the Counterparty selects or prescribes third parties with whom Howdy Creative Partner must collaborate or engage for the execution of the agreement (partly) by Howdy Creative Partner, only the Counterparty is responsible and liable for (the choice of) these third parties and the services they provide. Howdy Creative Partner always reserves the right to refuse to collaborate with third parties, stating reasons.

Article 7 Amendment of the Agreement

7.1 The parties will - in a timely manner - amend the agreement on relevant points if during the execution of the assignment it appears that certain circumstances hinder or threaten to hinder proper execution of the agreement. Time overruns or additional (shooting) days required to fulfill the assignment are expressly included.

7.2 Both Howdy Creative Partner and the Counterparty are obliged to cooperate in amending the agreement if during the execution of the assignment it appears that an amendment or expansion is necessary for proper fulfillment of the assignment. Additional costs associated with an amendment or expansion are entirely at the expense of the Counterparty unless otherwise agreed.

7.3 If the Counterparty wishes to amend or supplement (parts of) the (execution of the) agreement during the execution, it will immediately inform Howdy Creative Partner. If Howdy Creative Partner agrees to the proposed amendments or additions, the related additional costs will be entirely at the expense of the Counterparty.

Article 8 Contract Duration, Execution Term

8.1 The agreement between Howdy Creative Partner and the Counterparty is entered into for the agreed duration.

8.2 All terms and timelines agreed upon within the term of the agreement for the provision of services by Howdy Creative Partner are indicative terms and not strict deadlines.

Article 9 Cancellation

9.1 In case of cancellation of an assignment, regardless of the reason, by the Counterparty, Howdy Creative Partner will charge the Counterparty the following compensation:

a) for cancellation 5 days or less before the start date of the production, or on or after the start date of the production: 100% of all budgeted hours and costs for the assignment;

b) for cancellation 15 days or less (up to 5 days) before the start date of the production: at least 75% of all budgeted hours and costs for the assignment;

c) for cancellation 16 days or more before the start date of the assignment: at least 50% of all budgeted hours and costs for the assignment.

The aforementioned start date of the production will be included in the order confirmation, failing which the first day of pre-production will be considered the start date. In all cases, the aforementioned arrangement must at least compensate for all hours actually spent and costs incurred by Howdy Creative Partner up to the date of cancellation, plus compensation for the damage that Howdy Creative Partner suffers due to the (unnecessary) availability of its employees, hired third parties, and loss of income.

9.2 If the Counterparty wishes to postpone or delay the start date of the (pre-)production for any reason, and Howdy Creative Partner agrees, Howdy Creative Partner has the right to charge all related additional costs to the Counterparty. Additionally, in this case, the availability of Howdy Creative Partner and its employees must always be taken into account.

Article 10 Suspension and Dissolution

10.1 Howdy Creative Partner is authorized to suspend the fulfillment of its obligations with immediate effect and/or to dissolve the agreement extrajudicially, without this leading to liability for damages on its part, if:

The Counterparty does not fulfill the obligations under the agreement or does not fully fulfill them, after Howdy Creative Partner has sent a written notice of default and has given a reasonable period to fulfill the relevant obligations, and the obligations are still not fulfilled. The aforementioned notice of default does not need to be sent by Howdy Creative Partner if there are unpaid, overdue, or incomplete invoices from Howdy Creative Partner;

After the conclusion of the agreement, circumstances come to the knowledge of Howdy Creative Partner that give good reason to fear that the Counterparty will not fulfill its obligations. If there is good reason to fear that the Counterparty will only

partially or improperly fulfill its obligations, suspension is only permitted insofar as the shortcoming justifies it;

The Counterparty applies for (provisional) suspension of payment and/or is granted, applies for bankruptcy, or is declared bankrupt, proceeds to liquidation, ceases its business, or if a significant part of its assets is seized.

10.2 Howdy Creative Partner is also authorized to dissolve the agreement extrajudicially if circumstances occur that make the fulfillment of the agreement (factually) impossible or can no longer reasonably be expected, or if other circumstances occur that make it unreasonable to maintain the agreement unchanged.

10.3 If the agreement is dissolved, all claims of Howdy Creative Partner against the Counterparty become immediately due and payable, apart from other claims that Howdy Creative Partner may have in that case. If Howdy Creative Partner suspends the fulfillment of its obligations, it will not be liable for damages towards the Counterparty and retains all its claims under the agreement, law, or otherwise.

Article 11 Liability

11.1 Any liability of Howdy Creative Partner for direct damage arising from or related to an attributable shortcoming, tort, or otherwise, is in all cases limited to the compensation that Howdy Creative Partner has received in the three months preceding the liability claim by the Counterparty for the services, with compensation only taking place if it is paid out under the liability insurance taken out by Howdy Creative Partner.

11.2 Direct damage exclusively includes:

The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage as defined in these general terms and conditions;

The reasonable costs incurred to make the deficient performance of Howdy Creative Partner conform to the agreement, unless these cannot be attributed to Howdy Creative Partner;

Reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.

11.3 The liability of Howdy Creative Partner for indirect damage suffered or to be suffered by the Counterparty, including (but not limited to) consequential damage, lost profits, missed savings, reputation damage, business interruption, loss of data, and damage related to claims by third parties, is expressly excluded.

11.4 Howdy Creative Partner is not liable for damage of any kind caused by relying on incorrect and/or incomplete information provided by the Counterparty.

11.5 Howdy Creative Partner is not liable for claims from the Counterparty or third parties arising from or related to the use of the results of Howdy Creative Partner's services and the content of those results. The use of the intended results and their content is solely at the risk and expense of the Counterparty.

11.6 All claims of the Counterparty expire 12 months after the services for the assignment to which these claims relate have been performed by Howdy Creative Partner. Claims only arise if the Counterparty has properly and timely given notice of default to Howdy Creative Partner in writing, granted a reasonable period to remedy the deficiency, and Howdy Creative Partner has not remedied the deficiency within the specified period.

Article 12 Warranties and Indemnifications

12.1 The Counterparty indemnifies Howdy Creative Partner against claims from third parties related to or arising from the use of (parts of) the results of Howdy Creative Partner's services, including, but not limited to, underlying concepts, elaboration of concepts in scripts, treatments, scenarios, projects, online actions, social media activities, vlogs, blogs, videos, banners, media plans, scripts, 3D animations, illustrations, graphic designs, activations, website development, and other activities.

12.2 The Counterparty indemnifies Howdy Creative Partner against claims from third parties regarding intellectual property rights on materials or data provided by the Counterparty or third parties, which are used in the execution of the agreement by her or Howdy Creative Partner.

12.3 If the Counterparty provides Howdy Creative Partner with data carriers, electronic files, or software, etc., it guarantees that these are free of viruses and defects and is liable for all adverse consequences, including damage and costs if this proves not to be the case.

12.4 If Howdy Creative Partner is obliged to use equipment and/or infrastructure facilities such as an IT network or IT infrastructure of the Counterparty, this is entirely at the risk and expense of the Counterparty. The Counterparty indemnifies Howdy Creative Partner against all claims from third parties that may arise or be related to this.

Article 13 Force Majeure

13.1 The parties are not required to fulfill their contractual obligations if they are hindered in doing so as a result of a circumstance that is not due to their fault and neither by law, a legal act, or generally accepted views.

13.2 Force majeure includes all causes, foreseen or unforeseen, on which Howdy Creative Partner cannot exert influence and which prevent Howdy Creative Partner from fulfilling its obligations. Strikes in the company of Howdy Creative Partner or in the company of engaged third parties, as well as the non-fulfillment of obligations by third parties, are expressly included, as well as the unavailability of key employees, technical defects, fire, theft, and other serious circumstances that make the contractual obligations impossible to fulfill by Howdy Creative Partner.

13.3 Howdy Creative Partner also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Howdy Creative Partner should have fulfilled its obligations.

13.4 The parties are entitled to suspend the fulfillment of their obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, either party is entitled to dissolve the agreement with immediate effect extrajudicially, without obligation to pay compensation to the other party.

13.5 To the extent that Howdy Creative Partner at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement, or will be able to fulfill them, Howdy Creative Partner is entitled to charge the agreed fee and costs proportionately to the Counterparty for that (partial) fulfillment. If the parties have agreed on an hourly rate, Howdy Creative Partner will charge the actual hours worked and costs incurred. The Counterparty is then obliged to pay the relevant invoice.

Article 14 Confidentiality

14.1 The parties are each obliged to keep strictly confidential any information of a confidential nature provided to the other party in the context of the assignment/agreement.

14.2 Howdy Creative Partner is specifically obliged to maintain confidentiality regarding all confidential information and trade secrets of the Counterparty that come to the knowledge of Howdy Creative Partner or are provided in the context of the assignment, such as, for example, the marketing and advertising plans of the Counterparty or the content of (yet to be realized) commercials or scripts.

14.3 Howdy Creative Partner will agree to a corresponding confidentiality obligation with third parties hired or to be hired by it, where the (text of the) confidentiality agreement must be provided by the Counterparty. Howdy Creative Partner does not guarantee the fulfillment of the confidentiality agreement by the said third party(ies) and cannot be held liable or responsible for this.

Article 15 Intellectual Property

15.1 All intellectual property rights (including, but not limited to, copyrights, neighboring rights, trademark rights, design rights, trade name rights) and other (property) rights to all results (including, but not limited to, films, commercials, slogans, videos, social media content, online advertising, advertising properties, developed concepts, graphic designs, illustrations, corporate identities, and all elaborations and implementations thereof) of the services provided by Howdy Creative Partner for or on behalf of the Counterparty are vested in Howdy Creative Partner or its licensors. If Howdy Creative Partner develops and/or elaborates one or more concepts in the context of the concluded agreement, these will always remain the property of Howdy Creative Partner. Such (developed) concepts are only licensed as referred to in the following paragraph if the production is realized in collaboration with Howdy Creative Partner. The Counterparty is never free to use such a developed concept – in any way – in collaboration with third parties, other than Howdy Creative Partner, unless otherwise agreed.

15.2 (Only) after the Counterparty has fulfilled all its financial obligations under the agreement, Howdy Creative Partner grants the Counterparty a license to reproduce and/or publicly display and otherwise exploit the results of Howdy Creative Partner's services as if they originated from the Counterparty, in accordance with the licensing terms agreed upon in the order confirmation. If the Counterparty wishes to use the results for other purposes outside the agreed licensing terms, prior written permission from Howdy Creative Partner is always required, and a previously agreed market-conform fee must be paid to Howdy Creative Partner. Where possible and customary, the Counterparty will always mention Howdy Creative Partner as the producer and rights holder unless Howdy Creative Partner requests that its name not be mentioned. The Counterparty is obliged to comply with such a request ('no name mention'). This does not affect the rights of Howdy Creative Partner, and all this may only take place with due observance of the further (license) agreements made about this between Howdy Creative Partner and the Counterparty.

15.3 Howdy Creative Partner has the right to use the knowledge gained from the services for other purposes and to deploy it, provided that no confidential information of the Counterparty is disclosed to third parties. Howdy Creative Partner is also always entitled to use the results of its services (free of charge) for its own portfolio and publicity, in a broad sense, by including them, among other things (but not limited to), on its website or that of connected third parties, in (commercial and

non-commercial) presentations to third parties, in showreels, for editorial online and offline and museum purposes, and for submission to award festivals and the like.

15.4 Howdy Creative Partner always retains ownership of the original files, even if produced by third parties. This applies particularly to projects produced by third parties such as 3D animations, edits, designs, DTP work, film, and video productions.

Article 16 Applicable Law and Competent Court

16.1 All agreements and legal relationships between Howdy Creative Partner and the Counterparty or third parties are exclusively governed by Dutch law.

16.2 All disputes will be submitted exclusively to the competent court in Amsterdam.