



GENERAL CONDITIONS MADE BY PR

Article 1 – MADE BY PR

1.1 MADE BY PR, having its office in Rotterdam, is a one-man business practicing a public relations office focusing on fashion, art, entertainment and servicing clients thereto who want to profile themselves by means of public relations.

1.2 The articles in these general conditions have been laid down not just on behalf of MADE BY PR, but also on behalf of all other persons working for MADE BY PR or respectively all persons who worked for MADE BY PR at the time the assignment was executed, respectively all persons assigned by MADE BY PR in the performance of any assignment, respectively all persons for which MADE BY PR could be legally liable ("third party liability clause").

Article 2 – Usage general conditions

2.1 These general conditions are applicable with regard to all assignment agreements ("*overeenkomsten van opdracht*") entered into between a principal and MADE BY PR (including additional assignments and follow-up assignments), including the phase prior to the realization of an assignment agreement (every offer, idea, plan, draft, etc. of MADE BY PR included).

2.2 Certain purchase or other (general) conditions of the principal are explicitly rejected by MADE BY PR.

2.3 If, at one point, one or more stipulations of these general conditions are wholly or partly annulled/void, the other stipulations of these general conditions will remain applicable. MADE BY PR and the principal will enter into negotiations to determine new stipulations to replace the annulled/void stipulations, keeping in mind the purpose and tendency of the original stipulations as much as possible.

2.4 If MADE BY PR does not require stringent performance of the general conditions, this does not mean that the stipulations are not applicable or that MADE BY PR would lose the right to require stringent performance with regard to the stipulations of the conditions in other cases.

Article 3 – Offers and the agreement

3.1 All offers of MADE BY PR are non-binding, unless the offer contains a term of acceptance. If the offer does not contain a term of acceptance, no rights can be derived from the offer in any way, if the product or service as referred to in the offer is not available anymore.

3.2 MADE BY PR cannot be held to her offers if the principal could have reasonably understood that the offers or parts thereof contain evident aberrations or "slips of the pen".

3.3 All prices mentioned in the offer are excluding VAT and other governmental levies, certain costs to be made in connection to the agreement, including travelling, accommodation, Porto and administration costs, unless expressly determined otherwise in writing.

3.4 If the acceptance deviates (on minor subjects or not) from the offer, MADE BY PR cannot be bound thereto. The agreement will not be realized in accordance with the deviating acceptance, unless MADE BY PR mentions otherwise in writing.

3.5 A compiled ("*samengestelde*") pricing offer does not obligate MADE BY PR to execute a part of the assignment according to a representative part of the offered price. Offers are not automatically applicable with regard to future assignments/orders.

Article 4 – Execution and duration of the agreement

4.1 An agreement between MADE BY PR and the principal will only be realized after explicit approval and written confirmation of the principal. The aforementioned is also applicable if it is the explicit or tacit meaning of the principal that the assignment will be executed by a certain employee of MADE BY PR or an assigned third party by MADE BY PR. Article 7:404 of the Dutch Civil Code (the effect of), article 7: 407, paragraph 2 Dutch Civil Code and article 7:409 Dutch Civil Code are explicitly excluded.

4.2 After consulting the principal, MADE BY PR will determine who will execute the assignment. In case of absence or default of employees, Céleste is allowed to execute the assignment by (an)other employee(s) or third parties.

4.3 MADE BY PR has the right to execute the agreement in different phases and in connection thereto invoice the executed phase separately.

4.4 If the agreement is executed in phases, MADE BY PR can suspend the execution of next phases until the principal has approved the results with regard to the previous phases in writing.

4.5 The principal is responsible for providing accurate and correct information to MADE BY PR as well as for the quality of samples, articles, etc. on which MADE BY PR will base her activities. The principal is responsible for timely providing all data, information, samples, articles, etc. if MADE BY PR has indicated that these are necessary or with regard to which the principal should reasonably understand that they are necessary for the execution of the agreement. If the necessary information has not been provided timely to MADE BY PR in time for the execution of the agreement, MADE BY PR has the right to suspend the execution of the agreement and/or charge the principal with extra costs based on the usual tariffs resulting from the delay. The execution period starts after the principal has provided MADE BY PR with the necessary information. MADE BY PR is not liable for any damage, resulting from false, inaccurate, incomplete, broken and/or damaged information, samples, articles, etc. provided by the principal, which were used by MADE BY PR.

4.6 MADE BY PR shall execute the agreement according to best insight and efforts required by the best practise demands based on the current scientific knowledge within the same line of business. With regard to the services, MADE BY PR only has an obligation to use its best efforts.

4.7 The agreement between MADE BY PR and the principal has a duration for an indefinite period of time, unless resulting otherwise from the nature of the agreement or if parties explicitly agree otherwise in writing.

4.8 If, for the execution of certain services or delivery of goods a term has been agreed upon, this term will never be a final term (*"fatale termijn"*). If a term has lapsed, the principal shall hold MADE BY PR liable in writing. In connection thereto MADE BY PR shall be offered a reasonable term to be able to perform the assignment.

4.9 MADE BY PR will inform the principal when an assignment has ended/has been terminated and no more services will be provided to the principal.

Article 5 – Tariffs and payment

5.1 MADE BY PR has the right to change its hourly rates from time to time (per 1 January of each year) and its travelling costs for travelling by car or public transportation. The principal shall be informed as soon as possible with regard to changes of the hourly rates and/or travelling costs.

5.2 If changes as mentioned in article 5.1 mean an increase of 15% or more or if an increase takes place within two (2) months after realization of the assignment between the principal and MADE BY PR, the principal may terminate/annul the contract immediately by registered letter. The right to terminate/annul the agreement lapses on the 15th day on which the increase has been announced in writing.

5.3 The tariff for services provided by MADE BY PR will be determined by the hours worked multiplied by the applicable hourly rates of MADE BY PR. The tariff does not include a 5% fixed rate of the tariff for costs, (if applicable) VAT and other disbursements (e.g. costs for media, etc.). The tariff and other costs shall be paid up front (*"vooruitbetaling"*) and shall be invoiced once a month to the principal, using an adequate specification, unless parties explicitly agree otherwise in writing.

5.4 If MADE BY PR does not invoice up front, MADE BY PR has the right to request an advance payment before commencing the services. The advance payment shall be settled with the last invoice sent to the principal with regard to the relevant services, unless parties explicitly agree otherwise in writing.

5.5 Payment shall take place without any discount, suspension or settlement within 14 days after the invoice date. Objections of the principal shall be sent as soon as possible, however not later than 14 days after the invoice date, in writing and containing the grounds of the objection to MADE BY PR, while paying the non-challenged part of the invoice.

5.6 MADE BY PR has the right to suspend the services if invoices older than 60 days have not been paid, advance payment invoices or interim invoices have not been paid, the credit risk with regard to a principal is estimated as high or the continuity of the principal's business is considered unsure. If MADE BY PR suspends the services, MADE BY PR will notify the principal thereof in writing.

5.7 the principal explicitly and irrevocably allows MADE BY PR, subject to a timely written objection as mentioned in article 6.5, to settle amounts paid/received on behalf of or by the principal, with amounts owed by the principal or to use amounts paid/received on behalf of or by the principal for amounts owed by the principal.

5.8 MADE BY PR has the right to charge 15% out-of-court collection costs with a minimum of EUR 150,-- if invoices of 90 days or more have not been paid. All out-of-court and judicial costs in connection to the recovery of the invoices sent to the principal, are to be paid by the principal. The judicial costs are not limited to the court costs to be liquidated, but shall have to be paid by the principal entirely, if the principal is (predominantly) proven wrong.

Article 6 – Termination

6.1 In case of an agreement for an indefinite period of time, MADE BY PR as well as the principal can terminate the agreement with a notice period of six (6) months by registered letter.

6.2 In case of an agreement for a fixed period of time, MADE BY PR as well as the principal can terminate the agreement with a notice period of two (2) months by registered letter.

6.3 MADE BY PR has the right to suspend the obligation to perform or to terminate the agreement, if the principal does not, does not entirely or does not timely perform its obligations under the agreement, if MADE BY PR finds out that there are good grounds to fear that the principal will not perform its obligations, if the principal has been requested to provide security for the performance of its obligations and security is not provided or is not sufficient, or if it would be unreasonable or impossible for MADE BY PR to perform the agreement based on the original conditions due to the non-timely performance of the principal.

6.4 Furthermore MADE BY PR has the right to terminate the agreement, if circumstances occur, which make it impossible to perform under the agreement or if other circumstances occur making it unreasonable or impossible for MADE BY PR to continue the agreement unmodified.

6.5 If the agreement is terminated, the claims of MADE BY PR against the principal will be immediately due and payable. If MADE BY PR suspends the performance of the obligations, MADE BY PR will retain its legal and contractual rights.

6.6 MADE BY PR has no obligation to reimburse damages and costs resulting from suspension or termination of the agreement.

6.7 MADE BY PR is entitled to reimbursement of damages, including costs directly in connection thereto, if the principal is responsible for the termination of the agreement.

6.8 If the principal does not perform its obligations under the agreement and this non-performance does not justify termination by the principal, MADE BY PR has the right to terminate the agreement immediately without any obligation for MADE BY PR to compensate any damage or indemnification, while the principal is obligated to compensate damages due to breach of contract.

6.9 In case of liquidation, (request for) suspension of payment, bankruptcy, attachment – to the extent the attachment has not been withdrawn within three months – against the principal, debt rescheduling or any other circumstances due to which the principal can no longer dispose freely over its assets, MADE BY PR has the right to terminate the agreement immediately or to cancel the order or the agreement, without any obligation for MADE BY PR to compensate any damages or indemnification. The claims of MADE BY PR will be immediately due and payable in that case.

6.10 If the principal cancels an order entirely or partially, the performed activities and the ordered or prepared services in connection thereto, plus possible delivery costs thereof and the reserved working hours to perform under the agreement, will be charged entirely to the principal.

Article 7 - Liability

7.1 If the performance of an assignment leads to liability of MADE BY PR, the liability will be limited to the amount insured and payable conform the liability insurance of MADE BY PR for that particular case, including the amount of the excess, which is borne by MADE BY PR in connection to the liability

insurance, however always up to a maximum.

7.2 In case MADE BY PR is not insured or – for any reason – if the Insurance Company does not pay out as mentioned in Article 7.1, the liability of MADE BY PR shall be limited to the amount of EUR 1,000.00 (one thousand Euros).

7.3 Consequential damages or consequential loss is excluded at all times in any circumstances.

7.4 Claims in connection to any alleged liability shall be submitted as soon as possible, but no later than twelve (12) months after the project concerned has finished, in writing containing the grounds of the alleged liability.

7.5 The assignment shall only be executed on behalf of the principal. Third parties cannot derive any rights from the contents of the agreement, nor from the executed activities, or if they are directly or indirectly an interested party to the results of the activities. MADE BY PR shall not accept any liability against third parties for activities executed on behalf of the principal.

Article 8 – Engaging third parties

8.1 The choice of MADE BY PR to engage third parties (including, but not limited to other PR offices and media) shall, if possible and reasonable, be made after consulting the principle subject to the necessary care, which can be expected from MADE BY PR. MADE BY PR shall not be responsible for the way in which third parties engaged by MADE BY PR execute their activities and MADE BY PR shall not be liable for third party breaches, except in case of wilful act or gross negligence of MADE BY PR.

8.2 If third parties wish to limit their liability in connection to the execution of an assignment on behalf of the principal, MADE BY PR has the right to accept such limitation without consulting the principal in advance or the prior consent of the principal.

Article 9 – Indemnity

9.1 The principal indemnifies MADE BY PR, including all persons as mentioned in Article 1.2 with regard to any third party claims with regard to alleged damages arisen in connection to the executed activities by MADE BY PR on behalf of the principal.

Article 10 – Intellectual property rights

10.1 MADE BY PR retains the rights and power based on the Copyright Act and other intellectual property legislation and regulation, including but not limited to plans, documents, images, drawings, models, drafts, prototypes, films, clothes, other materials or (electronic) files and designs as well as the information in connection thereto and “knowhow”. MADE BY PR has the right to use the knowledge derived from the execution of the agreement for other purposes, as far as it does not concern disclosing strictly confidential information of the principal to third parties.

10.2 The items as mentioned in Article 10.1 may not be copied (partially or entirely) without the prior written consent of MADE BY PR, for other purposes than for the internal use by principal, nor may they be disclosed to third parties, handed over to third parties or be made known otherwise, nor may they be used by the principal, nor be provided for other purposes than provided for by MADE BY PR.

10.3 The principal indemnifies MADE BY PR against infringements on third party intellectual property rights.

10.4 From the moment the principal does not (entirely) fulfil its payment obligations in connection to the agreement with MADE BY PR or is otherwise in breach, the principal shall not (no longer) use the results provided for as mentioned in Article 10.1, unless the breach of the principal would be of inferior meaning considering the entire assignment.

10.6 Taking the interests of the principal into account, MADE BY PR can use designs, names, etc. for its own publicity or promotional purposes.

Article 11 – Non-competition

11.1 During the term of the contract, as well as 18 months after the agreement between the principal and MADE BY PR has been terminated, the principal is not allowed to directly or indirectly contact clients or potential clients (negotiating stage), relations or envisaged relations (negotiating stage) and other principals of MADE BY PR, without the explicit written consent of MADE BY PR.

11.2 In case of non-performance of the obligations by the principal as mentioned in Article 10 and 11, the principal shall receive a fine of EUR 50,000.00 (fifty thousand Euros), which will be increased with the amount of EUR 5,000.00 every month in which the noncompliance of this Article continues.

Article 12 – Complaints

12.1 A complaint of the principal with regard to the executed activities shall be submitted in writing to MADE BY PR to the attention of the Board of Directors. The Board of Directors shall after having investigated the complaint and the assignment, contact the principal as soon as possible to discuss in which way the matter can be resolved.

12.2 In case of a claim for liability by a principal with regard to the executed activities, the claim shall be filed with MADE BY PR to the attention of the Board of Directors. MADE BY PR shall notify its liability insurer with regard to the claim.

Article 13 – Other

13.1 All agreements between a principal and MADE BY PR shall be governed by Dutch law.

13.2 Disputes shall be resolved by the competent court of the registered office of MADE BY PR. Nevertheless MADE BY PR has the right to bring a dispute before the competent court of the place of residence or the registered office of the principal.

13.3 These general conditions have been drawn up in the Dutch and English language. In case of a substantive or interpretational difference between both sets of the general conditions, the Dutch version shall be binding.

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MADE BY PR

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