

## GENERAL TERMS AND CONDITIONS VIDEOVAKVROUW/ TOP OF MIND VIDEOMARKETING

Chamber of Commerce 30233529  
Elisabeth Griffioen  
Albert van Dalsumlaan 179  
Utrecht  
The Netherlands

### 1. Definitions

Below you can read what we mean by these terms when we use them in these terms and conditions:

- a. Final Product/Final Editing: the Work resulting from a film assignment, for which Elisabeth Griffioen / Top of Mind Videomarketing took care of the filming and editing.
- b. Client: legal entity or natural person to whom Elisabeth Griffioen / Top of Mind Videomarketing makes an offer or with whom Elisabeth Griffioen / Top of Mind Videomarketing has entered into an agreement;
- c. Contractor: Elisabeth Griffioen / Top of Mind Videomarketing, also user of these general terms and conditions;
- d. Agreement: the agreements relating to a training, course or assignment;
- e. Written: where these general terms and conditions refer to written, this also includes electronic communication such as e-mail, provided that the identity of the sender has been sufficiently established.

### 2. Application

1. These general terms and conditions shall apply to all offers and quotations of Elisabeth Griffioen / Top of Mind Videomarketing and to all agreements and other legal relationships between Elisabeth Griffioen / Top of Mind Videomarketing and the Client.
2. Deviation from these general terms and conditions is only possible if Elisabeth Griffioen / Top of Mind Videomarketing and the Client agree in writing.
3. General terms and conditions of the Client are expressly excluded.

### 3. Offer and Acceptance

1. Elisabeth Griffioen / Top of Mind Videomarketing shall make an offer via the website, e-mail or by telephone.
2. The offer on the website may be accepted by the Contractor by completing the corresponding form on the website. Elisabeth Griffioen / Top of Mind Videomarketing shall send a confirmation of receipt of the form by e-mail.
3. An offer made by telephone or e-mail may be accepted by the Client by sending a confirmation of acceptance by e-mail to Elisabeth Griffioen / Top of Mind Videomarketing. When Elisabeth Griffioen / Top of Mind Videomarketing sends a confirmation to the Client, its correctness may be assumed when the Client has communicated the correctness of the order confirmation in Writing, or at least when it fails to do so, but the Client agrees that Elisabeth Griffioen / Top of Mind Videomarketing will commence the work, or at least when the Client creates the impression of agreeing thereto.
4. The agreement to the offer, together with these General Terms and Conditions, shall constitute the agreement between Elisabeth Griffioen / Top of Mind Videomarketing and the Client.

5. In case of changes in the work, due to changes in the assignment or Agreement, Elisabeth Griffioen / Top of Mind Videomarketing may also adjust its fee accordingly. It shall inform the Client thereof in advance.

6. The Agreement may be amended only with the mutual consent of Elisabeth Griffioen / Top of Mind Videomarketing and the Client.

7. If Elisabeth Griffioen / Top of Mind Videomarketing receives new information, as a result of which the performance of the assignment has become unacceptable to it, it may still refuse the assignment, or at least dissolve the Agreement without being liable for any form of compensation. If such a situation arises, Elisabeth Griffioen / Top of Mind Videomarketing shall notify the Client thereof as soon as possible.

#### 4. Trainings and Courses

1. Trainings and courses shall only be given in groups, to entrepreneurs.

2. Elisabeth Griffioen / Top of Mind Videomarketing assumes an obligation of effort for the trainings and courses. The results of a training or course depend in part on the effort, basic knowledge and learning skills of the participant. Elisabeth Griffioen / Top of Mind Videomarketing therefore gives no guarantees as to the result.

3. The participant in a course must have a computer suitable for video editing, according to the then current standards. Naturally, the participant must also have software for video editing.

4. Elisabeth Griffioen / Top of Mind Videomarketing will act to the best of her ability and according to the requirements of good craftsmanship.

5. It is not possible to cancel participation in a course or training. The client may, however, substitute another person. The client shall inform Elisabeth Griffioen / Top of Mind Videomarketing thereof before the start of the course or training and communicate the name of the substitute person.

6. If there is a customized or in-company training, the date of which is changed by the Client, or if the Client wishes to cancel the training or course in its entirety for all participants, Elisabeth Griffioen / Top of Mind Videomarketing shall charge 25% of the agreed fee. If a new date is set for the training or course, the agreed fee will be payable in addition for the actual performance.

7. Elisabeth Griffioen / Top of Mind Videomarketing is the owner of the material supplied with the training or course, or at least she has licenses to use the material in the course or training. This material may not be copied, distributed or shared with third parties. The material is for the Client's personal use only.

8. Elisabeth Griffioen / Top of Mind Videomarketing may create visual material during a training or course, such as photos and video, to be published on its website and social media channels. The privacy statement of Elisabeth Griffioen / Top of Mind Videomarketing shall apply accordingly.

#### 5. Filming

1. When the Client has agreed with Elisabeth Griffioen / Top of Mind Videomarketing to make a film or video, the parties shall draw up a schedule for the script, the day of shooting and the editing.

2. Elisabeth Griffioen / Top of Mind Videomarketing reserves the right to involve third parties in the execution of the agreement. There is no guarantee of service from any specific person.

3. Elisabeth Griffioen / Top of Mind Videomarketing and Client jointly discuss what the plan is and what the purpose of the video should be. Client then writes a script for this video and elaborates the plan. These must be delivered to Elisabeth Griffioen / Top of Mind Videomarketing no later than 7 days before the scheduled filming day. Elisabeth Griffioen / Top of Mind Videomarketing will evaluate the plan and script for suitability for the video. If the plan and/or the script are found to be (partially) unsuitable, Elisabeth Griffioen / Top of Mind Videomarketing will report this in a timely manner, indicating why it is unsuitable, so that the Client has a few more days to make adjustments.
4. If, after adjustments by the Client, there remain points in the plan or script that make it unacceptable for Elisabeth Griffioen / Top of Mind Videomarketing to allow the filming day to take place, the day will have to be rescheduled, whereby a new date will be determined in consultation. This may affect the delivery date of the final editing. If the film day has to be rescheduled, a surcharge of 25% of the agreed fee will be charged.
5. If the Client, on his own initiative, for any reason whatsoever, wishes to move the film day to another date, this must be communicated in writing to Elisabeth Griffioen / Top of Mind Videomarketing at least 14 days prior to the originally agreed date. Upon notification of a desired move within 14 days to the agreed date, Elisabeth Griffioen / Top of Mind Videomarketing shall charge a surcharge of 25%.
6. If The Videovakvrouw takes the initiative, to move the filming day for any reason other than that the script or plan is not satisfactory, The Videovakvrouw will notify this as soon as possible and determine a new date in agreement with the Client. Where possible, the new date for the filming day will be scheduled in such a way that the deadline for delivering the final edit is still feasible. Where the date of the filming day is essential and this was clear in advance, Elisabeth Griffioen / Top of Mind Videomarketing will provide suitable replacement. If, for any reason, rescheduling or replacement is no longer possible in a timely manner, the contract may be terminated by the Client, in which case neither party shall be liable for any compensation of costs or damages.
7. If, in the opinion of Elisabeth Griffioen / Top of Mind Videomarketing, the weather does not permit filming, a new date will be set in mutual consultation, free of charge.
8. During the filming day, filming will take place according to the Client's plan and script.
9. After the filming day or recording day, Elisabeth Griffioen / Top of Mind Videomarketing will provide editing according to the plan written by the Client. Unless otherwise agreed, Elisabeth Griffioen / Top of Mind Videomarketing will deliver a final edit to the Client within two months after the filming day or recording day.
10. If the Client wishes to have materials processed in the film or video, which originate from third parties, the Client must supply these to Elisabeth Griffioen / Top of Mind Videomarketing in a timely manner, no later than on the filming day. The Client guarantees that he is the copyright holder of these materials, or at least that he has an appropriate license for the desired use of these materials.
11. To the extent portraits and personal data appear in the filmed material or the material supplied by the Client, this shall be for the Client's account and risk.
12. Client is given one opportunity to have changes made to the final editing. These changes must correspond to the pre-prepared plan and script. The modified version will be delivered within 14 days after the change request is submitted.
13. For additional changes or modifications deviating from the plan or script or changes requiring additional film material or other work, will be carried out according to h t he then

current hourly rate of The Videovakvrouw. Elisabeth Griffioen / Top of Mind Videomarketing shall first notify the Client of these additional costs.

14. The final editing will be delivered via a download link.

15. After the download link has been offered to the Client by Elisabeth Griffioen / Top of Mind Videomarketing, the Client is responsible for properly storing the final product and making backups, so that the final editing is always available to the Client and is not lost.

16. Elisabeth Griffioen / Top of Mind Videomarketing provides only the final editing, at least the final product, and not the (film) material that remains or otherwise any raw and unedited material.

17. Elisabeth Griffioen / Top of Mind Videomarketing guarantees to keep and store both the final montage and the raw, unedited film material for a maximum of six months.

18. Elisabeth Griffioen / Top of Mind Videomarketing is the copyright owner of that which she has filmed and edited, or at least she is co-copyright owner. Elisabeth Griffioen / Top of Mind Videomarketing grants Client a license for an indefinite period of time, worldwide. The work may not be altered without the permission of Elisabeth Griffioen / Top of Mind Videomarketing.

19. Unless otherwise agreed, Elisabeth Griffioen / Top of Mind Videomarketing is entitled to include the final product, the final editing, as a work in her (online) portfolio, including her website and online video channel. In addition, Elisabeth Griffioen / Top of Mind Videomarketing is entitled to share links, for example on social media, to websites and other locations where the Client has made the final product public.

20. Unless otherwise agreed, Elisabeth Griffioen / Top of Mind Videomarketing may mention names, photos and the logo of the Client on its website, indicating that the Client is or has been one of its clients.

## 6. Coaching Process

1. The online coaching program provides information to which you will have 'lifelong' access, until the program is no longer actively offered by Elisabeth Griffioen / Top of Mind Videomarketing. After registration, Elisabeth Griffioen / Top of Mind Videomarketing will, regardless of the circumstances, ensure that the trajectory remains available for at least 7 months.

2. Elisabeth Griffioen / Top of Mind Videomarketing may adjust, change and update the modules of the online coaching program in the interim.

3. The online coaching program includes one offline practice day. Elisabeth Griffioen / Top of Mind Videomarketing offers this on fixed dates, from which the Client may choose one. Other dates are not possible. In case of non-participation on one of the proposed dates, the right to participate in the practice day expires.

4. Client is entitled to a monthly personal online or telephone consultation with Elisabeth Griffioen / Top of Mind Videomarketing, with a maximum of six times. Client and Elisabeth Griffioen / Top of Mind Videomarketing shall jointly discuss the date on which the consultation will take place. If the consultation must be rescheduled, this will have to take place within the same calendar month.

## 7. Remuneration

1. If no fee has been agreed upon, the fee usually charged by Elisabeth Griffioen / Top of Mind Videomarketing shall apply.

2. In case no customary fee can be spoken of, Elisabeth Griffioen / Top of Mind Videomarketing shall charge a reasonable and fair fee for the work delivered.
3. If the assignment or Agreement changes or the Client requests additional work, Elisabeth Griffioen / Top of Mind Videomarketing shall pass on the additional costs and fees to the Client. If it is plausible that Elisabeth Griffioen / Top of Mind Videomarketing has incurred higher costs and/or has performed additional work, which were reasonably necessary, Elisabeth Griffioen / Top of Mind Videomarketing shall also charge this to the Client.

#### 8. Terms of Payment

1. Elisabeth Griffioen / Top of Mind Videomarketing shall send an (electronic) invoice for the amount payable by the Client, unless otherwise agreed.
2. Elisabeth Griffioen / Top of Mind Videomarketing may send partial invoices or require a deposit or advance payment, unless expressly agreed otherwise.
3. The payment term is 14 days after the invoice date.
4. In case of late payment, Elisabeth Griffioen / Top of Mind Videomarketing may, without further notice, charge 2% interest per month, whereby a part of the month shall count as a whole month. In addition, Elisabeth Griffioen / Top of Mind Videomarketing shall be entitled to charge collection costs equal to 10% of the agreed fee, or at least the invoice amount, with a minimum of €150.

#### 9. Liability

1. Elisabeth Griffioen / Top of Mind Videomarketing can only be liable to the extent that it is based on a statutory or contractual attributable failure.
2. Elisabeth Griffioen / Top of Mind Videomarketing's liability shall never exceed the invoice amount, or at least the amount covered by Elisabeth Griffioen / Top of Mind Videomarketing's liability insurance. In the case of a continuing performance contract, the liability shall never exceed the amount of the fees paid in the previous six months.
3. Elisabeth Griffioen / Top of Mind Videomarketing shall not be liable for any direct or indirect damages, lost profits or otherwise, resulting from any incorrect and/or incomplete information provided by the Client.
4. The Client shall be liable for and shall indemnify Elisabeth Griffioen / Top of Mind Videomarketing against any third party claims in respect of all information, works and materials supplied to Elisabeth Griffioen / Top of Mind Videomarketing by the Client. The Client warrants that such information, works and materials do not infringe any rights of third parties and shall indemnify Elisabeth Griffioen / Top of Mind Videomarketing in the event of claims by third parties in this respect.
5. Elisabeth Griffioen / Top of Mind Videomarketing shall always have the right, if and to the extent possible, to undo or limit the Client's damage.

#### 10. Other

1. Complaints should be reported to Elisabeth Griffioen / Top of Mind Videomarketing as soon as possible, so that Elisabeth Griffioen / Top of Mind Videomarketing can, where possible, repair the damage and prevent further damage. Complaints do not suspend the payment obligation.

2. Elisabeth Griffioen / Top of Mind Videomarketing may amend and supplement these general terms and conditions. If there is a change or addition, Elisabeth Griffioen / Top of Mind Videomarketing shall notify the Client thereof.

3. If any provision of the agreement and/or these general terms and conditions is void or is nullified, other provisions shall remain in force and the parties shall jointly draw up a replacement provision.

#### 11. Choice of Law and Forum

1. All legal relationships between Elisabeth Griffioen / Top of Mind Videomarketing and the Client shall be governed by Dutch law.

2. In the event of a dispute, the parties shall first attempt to reach an amicable settlement.

3. If no amicable settlement can be reached, the dispute shall be submitted to the competent court in Utrecht.