

GENERAL TERMS AND CONDITIONS

ARTICLE 1 Definitions

- 1.1 **Agreement:** all acceptances, acknowledgements, confirmations by the Company of any orders by the Client and any agreement between the Company and Client regarding the supply of Goods by the Company to the Client, including the General Terms and Conditions and the schedules and/or annexes to any such agreement.
- 1.2 **Company:** Button Media B.V., a private limited liability company also trading under the name of Photoflyer with its statutory seat in Amsterdam and with its registered office address in (1019 LC) Amsterdam at KNSM-laan 171, Loods 6, the Netherlands and any of its group companies.
- 1.3 **Client:** the person or business or institution, including any employee, support staff or management, or other individuals with whom the Company has concluded an Agreement.
- 1.4 **Employee:** any employee engaged by the Company in the context of the Agreement in a promotional team for the purpose of promotion and photography, or any person retained by the Company for the Agreement other than under the terms of an employment contract.
- 1.5 **Equipment:** all apparatuses and installations used during the activities, including resources such as photographic paper and printed matter.
- 1.6 **Fuji: Fujifilm Europe B.V.** and any of its group companies.
- 1.7 **Goods:** means the goods provided by the Company to Company including any Work, Materials and resources and any other services provided by the Company to Company.
- 1.8 **Materials and resources:** all systems, models, schedules, software, documentation, procedures and documents, in any format whatsoever, which are made available to or by the Company in connection with the performance of the Work agreed.
- 1.9 **Work:** the services to be rendered by the Company in the field of photo marketing and selling photo equipment, photographic paper, printed matter, applications (web applications) and the like.

ARTICLE 2 General

- 2.1 These General Terms and Conditions apply to all Agreements, offers, quotations, Work and order confirmations between the Company and the Client. These General Terms and Conditions also apply to any follow-up Agreements or new Agreements, unless explicitly declared non-applicable.
- 2.2 The applicability of any other general terms and conditions, such as those used by the Client, is explicitly excluded, with the exception of the Fujifilm's general supply terms and conditions and the general terms and condition of any carrier deployed for the transport of the Goods.
- 2.3 Departures from and additions to these General Terms and Conditions apply only if and insofar as the Company has confirmed the departures and/or additions made in writing.
- 2.4 If any provision of these General Terms and Conditions is declared null and void or voidable, this shall not affect the applicability of the rest of the General Terms and Conditions. In such a case, the Company and the Client shall negotiate new provisions replacing the invalid or void provisions, where possible observing the object and purport of the original provision.
- 2.5 These General Terms and Conditions may be amended from time to time.
- 2.6 Fujifilm's general supply terms and conditions shall apply to the supply of the instax cameras, instax films and other Fujifilm products instead of these General terms and Conditions. Where this is the case, the Client shall receive a copy of the Fujifilm's terms and conditions. The Company shall act as project coordinator in this regard. This means that the Client may contact the Company if the Client has any questions or requires information about instax products. Thereupon, the Company shall contact Fujifilm.

ARTICLE 3 Offers and pricing

- 3.1 The Company's offers are open for acceptance within the period stated by the Company in the offer or, when no period is stated, within thirty (30) days from the date of the offer, provided that any offer may be withdrawn or revoked by the Company at any time prior to the receipt by the Company of Company's acceptance thereof.
- 3.2 An order by Company shall only be regarded as having been accepted by the Company following written confirmation by the Company by means of a confirmation order.
- 3.3 Prices in any offer, confirmation or Agreement are in Euros and do not include any taxes, duties or similar levies or inspection, transport and insurance charges, now or hereafter enacted, applicable to the Goods.
- 3.4 A compound quotation broken down into its constituent parts does not mean that the Company has to fulfil only part of the Agreement at the corresponding price set out in the quotation.
- 3.5 Offers or quotations or parts thereof do not automatically apply (as the starting point) for future Agreements and follow-up Agreements.
- 3.6 The Company shall have the right to increase its prices, even if it has been agreed that the price is fixed, without this leading to a termination right (including a right of dissolution) for Company if (i) a price increase is a consequence of a statutory or other governmental measure or (ii) the cost factors of the Goods applying at the time of the conclusion of the Agreement (such as exchange

rates, manufacturer's prices, raw material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies) increase with more than 8% (eight percent).

ARTICLE 4 Termination of the Agreement

- 4.1 Without prejudice to any rights or remedies the Company may have under the Agreement or at law, the Company may, by written notice to the Client, cancel or terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:
- a. the Client violates or breaches any of the provisions of the Agreement and has not cured such breach within ten (10) days following receipt of a written notice of the breach; the Client applies for a moratorium or if such moratorium is granted to it,
 - b. the Client files a winding-up petition, becomes the subject of a winding-up petition filed by a third party or is put into liquidation,
 - c. the Client is dissolved or liquidated or if a petition to that effect is filed,
 - d. a substantial part of its assets of the Client is attached under a warrant of execution, or is attached before judgement and this attachment is not lifted within fourteen (14) days of attachment.
- 4.2 Upon occurrence of any of the events referred to above in this Article 4, all payments to be made by the Client under the Agreement shall become immediately due and payable. The Client waives its rights to dissolve or nullify the Agreement or to have this Agreement dissolved or nullified in accordance with the Dutch Civil Code.

ARTICLE 5 Warranty and Indemnity

- 5.1 The Client guarantees the accuracy and completeness of details that it has provided with regard to the Goods and the specification to the Company. The Client is solely responsible for the accuracy and suitability of the specifications with regard to the Frames and the Company assumes no liability for those specifications.
- 5.2 The Client is required to conduct a thorough and expert inspection for completeness and soundness of any full or partial delivery by the Company within eight (5) days of delivery. The Client shall, within ten (10) days of discovery, report any defects discovered to the Company in writing. In the event of failure to comply with the inspection and reporting commitments, the Client shall forfeit all its rights with respect to defects which it could have detected.
- 5.3 If the Goods are defective or not conform the specifications as agreed in the confirmation order the Company shall have the sole obligation - at the Company's option - either to reimburse the purchase price paid for the Goods, or to deliver other Goods Ex Works (Incoterms 2010) Amsterdam, unless otherwise agreed upon in writing between Parties.
- 5.4 Notwithstanding Clauses 5.1 - 5.3 of these General Terms and Conditions, any Fujifilm product supplied by the Company shall be covered by the Fujifilm's terms of warranty.

ARTICLE 6 Invoicing and Payment

- 6.1 Unless the Agreement or the invoice specifies otherwise, the Client must pay the Company's invoices within fifteen (15) days of the invoice date.
- 6.2 Any comments and/or remarks in respect of the invoice must be communicated in writing within eight (8) days of the invoice date to the Company. Upon expiry of this period, the Client loses the right to do so. Making any comments and/or remarks, however, shall not affect the Client's obligation to pay the invoice.
- 6.3 In respect of quotations specifying an amount exceeding € 1,500 excluding VAT, an advance of 60% of the total sum charged to the Client shall be paid on acceptance of the order. In respect of quotations specifying an amount up to € 1,500, the total sum charged to the Client shall be paid on acceptance of the order. In either case, the Company shall not proceed to order any materials for the relevant client/campaign until the invoice has been paid. Where payment is not made in time, the Company has the right to suspend or end the fulfilment of the Agreement without being in breach of contract.
- 6.4 If the Client fails to pay the amount due in full or within the payment term specified in paragraph 1 above, it shall be automatically in default and it shall owe 1.5% interest on the outstanding amount per month, part of a month being counted as a full month.
- 6.5 If the Client acting in a professional or commercial capacity fails to pay in full or fails to pay in time, it shall owe both extra-judicial and judicial costs. The extra-judicial collection costs shall be at least 15% of the principal sum, or € 250, whichever is more. The judicial costs shall not be limited to the amounts for disbursements and the fee of the authorised representative awarded by the court, but shall also comprise, insofar as permitted by law, the total procedural costs incurred by the Company, including the authorised representative's or lawyer's actual fee and disbursements paid and the costs of the bailiff plus other costs. Invoices for legal costs sent by the individuals retained may be used in evidence.
- 6.6 If the Client fails to pay in time, the Company is entitled to terminate the Agreement with immediate effect. The Client may not claim any damages in connection with termination of the Agreement on account of late payment.

- 6.7 The Client shall not have the right to withhold or reduce any payments or to set-off existing and future claims against any payments due under the Agreement or under any other agreement that the Client may have with the Company.

ARTICLE 7 Delivery and Performance of the Agreement

- 7.1 Goods shall be delivered Ex Works (Incoterms 2010) Amsterdam, the Netherlands het moment dat or as designated by the Company, unless otherwise agreed upon in writing between Parties. If the Company arranges the delivery on behalf of the Client, The Client will enter onto a direct relation with TNT or any other carrier and unless otherwise explicitly agreed the general terms and conditions of TNT or any other carrier will be applicable to the Client.
- 7.2 The delivery dates shall be based on the expectation that the materials required for the performance of the Agreement will be delivered promptly to the Company. Delivery dates communicated or acknowledged by the Company are approximate only, and the Company shall not be liable for, nor shall the Company be in breach of its obligations to Client, for any delivery made within a reasonable time before or after the communicated delivery date.
- 7.3 The Company shall be permitted to deliver Goods in parts. If the Goods are delivered in different parts the Company shall be entitled to invoice each part separately.
- 7.4 If Client fails to take delivery of Goods ordered, then the Company may deliver the Goods in consignment at Client's cost and risk.
- 7.5 Risk of loss in or damage to the Goods shall pass to Client upon the Company's delivery in accordance with the Incoterms.
- 7.6 If the Company or any third party retained by the Company in the context of the Agreement carries out Work on-site at the Client's or at a location specified by the Client or at any third-party location, the Client shall arrange for all reasonable facilities required by those workers, free of charge. Moreover, the Client shall arrange any necessary permits and licences to be able to carry out the Work on location. Any costs shall be borne by the Client.

ARTICLE 8 Intellectual property; indemnity

- 8.1 Any intellectual property rights including, but not limited to, patent rights, copyright, trademark rights, model rights, trade name rights and the rights to knowhow created in any form whatsoever arising out of or in connection the performance of the Agreement by the Company shall vest exclusively in the Company or its assignees.
- 8.2 All rights of intellectual and industrial property produced or developed by or on behalf of the Client in relation to the Goods are hereby transferred and assigned to the Company which transfer and Agreement the Client hereby accepts. The Client shall at first request of the Company perform any act, if any, required by the applicable law to conclude full transfer of such rights of intellectual and industrial property to the Company. The Client hereby grants to the Company an irrevocable power of attorney to perform in the name of the Client all acts necessary to conclude the transfer of the aforementioned rights of intellectual and industrial property.
- 8.3 If for the fulfilment of the Agreement, the Company has to make use of products and/or rights subject to intellectual property rights, the Client shall arrange, at its expense, that the permits, licences, copyright etc. required for that use are granted in good time.
- 8.4 The Client shall indemnify and hold harmless the Company against any third-party claims regarding copyright and other intellectual property rights and claims relating to the infringement of anyone's personal privacy in connection with printed matter, photographs and other applications commissioned by the Client from the Company.

ARTICLE 9 Force majeure

- 9.1 In the context of the fulfilment of the Agreement by the Company, force majeure shall in addition to its effect in the law and jurisprudence, all external causes, foreseen or unforeseen, that the Company cannot influence, but which prevent the Company to fulfil its obligations, including but not limited any circumstances as a result of which the fulfilment of the Agreement is permanently or temporarily prevented, and which are beyond the Company's control, including sit-in, picket, embargo, government measures, war, revolution, riot, and/or any similar situation, power cuts, breakdowns in electronic communication, fire, explosion and other disasters, water damage, flood, earthquake and other acts of God, an epidemic, evacuation and quarantine.
- 9.2 If the Company is unable to carry out the Work agreed due to force majeure, this Work shall be deferred and carried out as soon as the situation of force majeure has come to an end. The Client shall give the Company the opportunity to do so. During the situation of force majeure, the Company is not in default. The Company shall inform the Client of any occurrence of force majeure and the end thereof.
- 9.3 If the situation of force majeure has lasted for three months, or as soon as it is clear that the situation of force majeure will last three months or longer, the Client and the Company are equally entitled to terminate the Agreement early by registered letter, without observing a notice period. After such termination, the Client shall be bound to pay any sums due to the Company relating to the period prior to the situation of force majeure.

- 9.4 Insofar as the Company has satisfied or will be able to satisfy part of its obligations under the agreement at the time the force majeure occurs and an independent value can be attributed to the part that has been satisfied or will be satisfied, the Company is entitled to send a separate invoice for the parts that have been satisfied or are to be fulfilled. The Client is bound to pay this invoice as if it were a separate agreement.

ARTICLE 10 Retention of title

- 10.1 The Company shall retain title to all Goods supplied or to be supplied by it to the Client under any Agreement until the Client has paid the consideration(s) in relation to all these Goods in full. The retained title shall also apply to claims that the Company acquires on the Client on account of non-fulfilment of such Agreement(s) by the Client.
- 10.2 Goods supplied by the Company which are covered by the retention of title may only be sold on in the context of normal business activities. Also, the Client shall not be entitled to pledge the Goods which are covered by the retention of title or to establish any other right on them. This clause has effect under property-law ("*goederenrechtelijke werking*") and is binding on third parties.
- 10.3 The Client shall undertake to mark the Goods supplied subject to retention of title as the property of the Company and to insure them and keep them insured against damage and against theft and to make the policy and the proof of premium payment of this insurance available to the Company for inspection in first demand.

ARTICLE 11 Confidentiality

- 11.1 Each Party shall maintain as confidential any information furnished or disclosed to one Party by the other Party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing Party, its customers, and the quotation and its terms, including the pricing terms under which Client has agreed to purchase the Goods.
- 11.2 Each Party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.
- 11.3 Each Party shall be entitled to announce that it has entered into the Agreement and to publicly refer to the Company as seller or to the Client as user of the Goods.

ARTICLE 12 Employees: hourly rate / minimum deployment / surcharges / payments

- 12.1 For each Employee, an hourly rate excluding VAT shall be charged.
- 12.2 An Employee must be deployed at least four and a half (4.5) hours per day.
- 12.3 The hourly rate shall be determined by the Company and shall be based on the Company's hourly rates customary at that time, and on the applicable legislation.
- 12.4 If an Employee, at the request of the Client, carries out Work on a Sunday or national holiday, the following surcharges shall apply: hours worked on a national holiday: 100% surcharge on top of the hourly rate, unless otherwise agreed.
- 12.5 In addition to the hourly rate, the Client must reimburse any expenses incurred by each Employee, including but not limited to the costs of lunch and dinner and travel expenses. If the consecutive hours of work amount to more than six (6) hours, the Company assumes that lunch and/or dinner for any Employee is arranged by the Client. In that case, the cost of lunch and/or dinner shall not be charged as expenses. The first thirty minutes of any journey time shall be paid by the Employee; half of any excess journey time shall be passed on, at the customary hourly rate, to the Client for each hour that the Employee has to travel.

ARTICLE 13 Cancelling or Amending the Agreement / no use of Employees

- 13.1 If the Agreement is amended, this fact must be notified to the Company at least two (2) business days before the start of the Agreement.
- 13.2 If the Agreement is amended less than two (2) business days before its start, and this amendment results in fewer Employees being deployed than the number agreed upon, the Client must pay the agreed hourly rate for four (4) hours worked per Employee that will not be deployed as a result of the amendment.
- 13.3 If the Client, after an Employee has arrived at the place and time agreed, for any reason whatsoever, makes use of this Employee for less than four (4) hours, or indeed makes no use at all, the Client must pay the hourly rate agreed for four (4) hours worked, and any expenses incurred by the Employee.
- 13.4 Orders may only be cancelled or modified by the Client with the written consent of the Company. If such consent is given and the order is cancelled or modified, the Client shall reimburse the Company for all expenses incurred by the Company and the Client shall accept the cancellation charges charged by the Company.

ARTICLE 14 Proofs

- 14.1 Actual product colours may vary from colours shown on your monitor.
- 14.2 Digital proofs of the printed matter commissioned by the Client from the Company shall be made and sent by e-mail to the Client. If the Client reports no changes or improvements further to these proofs within the period specified by the Company, the printed matter shall be made in accordance with these proofs.
- 14.3 The Company is not liable for any mistakes in the printed matter if this printed matter has been made in accordance with the proofs and the Client has not instructed or the parties have not agreed on any changes or improvements further to these proofs within the period set.

ARTICLE 15 Liability and damages

- 15.1 The Company's total liability in connection with an attributable failure in the performance of an agreement, wrongful act or any legal ground whatsoever is (cumulatively) limited to the amount paid out in the relevant matter under the liability insurance taken out by the Company. If, for any reason whatsoever, no payment is made under the aforementioned insurance, each instance of liability is limited to 50% of the total amount invoiced to the Client for the relevant Agreement with a maximum of EUR 4,000.
- 15.2 Liability of the Company for any indirect loss or damage, including but not limited to indirect, consequential, immaterial and punitive damage, loss of profits, lost savings and loss or damage due to business stagnation, is excluded.
- 15.3 The Client shall submit a complaint in writing to the Company as soon as possible but at the latest within two (2) months of the loss or damage arising or becoming evident, proving that the loss or damage is the direct consequence of breach of contract on the part of the Company.
- 15.4 All claims of the Client are to be filed with the competent court within 1 (one) year after it became aware or ought in reason to be aware of the facts upon which it bases its claims, or they shall lapse.
- 15.5 The Contractor is not liable towards the Client for any commitment made by any Employees with the Client or any third party or arising for them vis-à-vis the Client or any third party, whether or not subject to permission from the Client or said third party.
- 15.6 The Client shall indemnify the Company against any third-party claims for damage related to Goods or the Employees provided by the Company or to the Agreement in any other way.
- 15.7 The provisions in this Article 15 of these General Terms and Conditions set out the entire liability of the Company vis-à-vis the Client and its affiliates. The limitation of the Company's liability applies accordingly to its Employees, affiliates, agents and sub-contractors.

ARTICLE 16 Assignment

- 16.1 The Company shall be entitled to use third party services for the execution of the Agreement. The Company is not liable for damages arising out of any acts or non-acts of such third persons.
- 16.2 The Company has the right to wholly or partially assign the rights and obligations under an Agreement to a third party. The approval of the Client of such Agreement is already granted by the Client. The Client shall not assign any rights or obligations under the Agreement without the prior written consent of the Company. This clause has effect under property-law ("*goederenrechtelijke werking*") and is binding on third parties.

ARTICLE 17 Governing law/disputes

- 17.1 These General Terms and Conditions and the Agreement and all agreements relating thereto or resulting there from shall be governed Any Agreement concluded by the Company shall be governed by Dutch law.
- 17.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any offer, confirmation or Agreement.
- 17.3 Any dispute arising between the parties arising out of or in connection with these General Terms and Conditions or the Agreement or relating to these General Terms and Conditions or the Agreement or any further agreements relating thereto or resulting there from shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

ARTICLE 18 Amendment to and deposit of the Terms and Conditions

- 18.1 These Terms and Conditions have been deposited with the offices of the Chamber of Commerce in Amsterdam, the Netherlands.
- 18.2 These General Terms and Conditions are drawn up in the English language on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law.
- 18.3 The version of the General Terms and Conditions applicable at the time of the conclusion of the Agreement shall apply. These Terms and Conditions may be amended during the term of the Agreement. This shall be notified. After having given this notice, the version most recently filed shall be applicable to the Agreement.

Amsterdam, June 2018