



# General Terms and Conditions

Company: Game Drive V.O.F.  
Chamber of Commerce number 66966108

## Definitions

- Agreement: agreement between Game Drive and Client in which Game Drive agrees to deliver one or more Services to one or more clients against payment by the Client.
- Client: the party who (direct or indirect) enters into an Agreement with Game Drive.
- Game Drive: The Dutch *vennootschap onder firma* Game Drive, located at Ganzenmarkt 6, 3512 GD Utrecht, The Netherlands.
- Project Confirmation: the Proposal agreed upon by the Client.
- Proposal: a written project quotation or offer from Game Drive towards the Client.
- Services: the services to be performed by Game Drive as set forth in each mutually agreed upon and executed Project Confirmation (e.g. consultancy, marketing, media production, including all photo, graphic, video and associated audio product).
- Terms: these general terms and conditions of Game Drive.

## Article 1: General Provisions

### 1.1. Applicability

- a. These Terms govern all offers, quotations, and agreements between Game Drive and any Client, except where deviations have been explicitly agreed to in writing. These Terms also apply to any supplementary or follow-up assignments.
- b. If these Terms are changed by Game Drive, the changes are part of every Agreement made after these changes have come into force. Changes to the Terms that are of minor importance in the context of the performance of the Services or that are required by mandatory law may be made at any time. Other modification to the Terms will become applicable, unless objections against modifications are made in writing withing 30 (thirty) days of the notification date of the change. If the Client does not wish to agree to these changes, the Client has the right to terminate the Agreement without any party being liable to pay any damages.
- c. In the event of contrariety, the Agreement prevails over the Terms.

### 1.2. Scope

These Terms extend to all actions undertaken by third parties engaged by Game Drive in connection with the Services. Furthermore, the Terms are also applicable to Game Drive's employees, management and contractors.

### 1.3 Partial Invalidity

- a. If any provision of these Terms is found to be wholly or partially void or annulled, the remaining provisions shall remain fully enforceable. Game Drive and Client shall, in such cases, consult to agree on a replacement provision, striving to preserve the original intent and scope as closely as possible.
- b. Any ambiguity in the interpretation of these Terms, and any situations not expressly covered by these Terms shall be resolved in accordance with the spirit of the provisions.



## Article 2: Proposals

### 2.1 Non-Binding Proposals

- a. All Proposals made by Game Drive are non-binding unless a specific acceptance period is stated. If no such period is specified, the offer shall expire 30 days after issuance.
- b. Game Drive shall not be bound by any Proposal if the Client reasonably should have understood that the Proposal, or any part thereof, contained an obvious mistake or error.

### 2.2 Conditions and Limitations of Proposals

- a. Prices quoted are exclusive of VAT and other governmental levies, as well as any costs related to the Agreement, such as travel, accommodation, shipping, and administration, unless otherwise stated.
- b. A combined Proposal does not obligate Game Drive to perform part of the assignment for a proportional part of the quoted price.
- c. Proposals do not automatically apply to future orders.
- d. The delivery periods used by Game Drive are all target dates agreed upon with the Client and as such no firm dates.

### 2.3 Formation of Agreement

An Agreement between the Client and Game Drive is established upon the Client signing the Proposal, followed by Game Drive's acceptance.

### 2.4 Suspension of Obligations

- a. Game Drive has the right to postpone its obligations towards the Client, when the Client has not fulfilled his (payment) obligations in respect of any legal relation with Game Drive.
- b. Game Drive may, at its discretion, proceed only with those portions of the Services for which payment has been received, while postponing any remaining obligations.

## Article 3: Duration and realization of the Agreement

### 3.1 Timeline and Conditions

- a. The Agreement between Game Drive and Client is established for a fixed term unless the nature of the Agreement dictates otherwise, or the parties explicitly agree otherwise in writing.
- b. Any agreed or specified period for the performance of certain activities or delivery of digital goods is not a strict deadline. If such a period is exceeded, the Client must provide Game Drive in written notice of default, allowing a reasonable period for performance.
- c. The Client shall ensure that all information deemed necessary by Game Drive for the execution of the Agreement is provided in a timely manner. If such information is not provided on time, Game Drive may suspend performance and/or charge the Client for any resulting additional costs. The execution period shall not commence until the Client has provided the necessary information. Game Drive is not liable for damages arising from reliance on incorrect or incomplete information provided by the Client.
- d. If the Agreement is performed in phases, Game Drive may suspend the execution of subsequent phases until the Client has approved the results of the preceding phase, orally or in writing.
- e. If it becomes necessary during the execution of the Agreement to amend or supplement the Agreement for proper performance, the parties shall amend the Agreement in a timely manner through mutual consultation. Any such amendments



may affect the original Agreement, including changes in price and/or timelines. Game Drive will provide a Proposal for such amendments whenever possible.

- f. Game Drive is entitled to proceed with amendments only after obtaining approval from the authorized representative within Game Drive's organization and the Client's agreement to the new price, terms, and timeline. Failure to implement an amended agreement promptly shall not constitute a breach of contract.
- g. A standard day of work is 8 hours of crew time on-set or at location (including lunch and breaks but excluding travel time). Any additional work may be subject to additional costs.
- h. If Client causes a delay in the production timeline, Game Drive will not be held liable for any additional costs, expenses or losses incurred as a result. Client shall be responsible for any delay and shall use all reasonable endeavours to ensure that the agreed timeline is maintained. If Client delay results in Game Drive being unable to complete the work, Game Drive shall be entitled to issue an invoice for work already completed and for all expenses incurred up to the point of delay. Game Drive reserves the right to re-negotiate the delivery date if a delay caused by Client results in the original delivery date being impossible to achieve. In such instances, Game Drive shall provide Client with a revised timeline and an estimate of any additional costs incurred. If the delay is caused by adverse weather conditions or any other event outside of Client's control, Game Drive will work with Client to minimize any additional costs and to complete the work as soon as reasonably possible. However, Game Drive shall not be held liable for any additional costs, expenses or losses incurred as a result of such delay.

### **3.2 Performance standards**

Game Drive will execute the Agreement to the best of its knowledge and ability, adhering to professional standards and based on the current state of the art. However, the Services are provided "as is" only and Game Drive is not responsible for any actions the Client takes or does not take in reliance upon any report, design or other research that is delivered in the provision of the Services

### **3.3 Contractors**

- a. Game Drive reserves the right to subcontract certain activities to third parties.
- b. Client understands and agrees that some or all of the Services may be performed from, through or using a location outside the Netherlands, using employees or contractors of Game Drive.
- c. If third parties engaged by Game Drive perform work at the Client's premises or a location designated by the Client, the Client shall provide all reasonable facilities required by such third parties at no cost.

### **3.4 Unsuitable content**

- a. Game Drive reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal. Should such a submission occur, Client will be advised which information was deemed unsuitable and requested to amend the information. If Client can show good reason to use the 'unsuitable' information, its inclusion may be considered.

## **Article 4: Cancellation**

### **4.1 Termination of the Agreement**

- a. Game Drive may suspend its obligations or dissolve the Agreement if the Client fails to meet its obligations, or if circumstances arise making it impossible or unreasonable to maintain the Agreement unchanged.



- b. In cases of fraud or another crime, liquidation, bankruptcy, suspension of payments, attachment, or other situations limiting the Client's control over its assets, Game Drive may terminate the Agreement immediately without any obligation to compensate the Client. All claims by Game Drive shall become immediately due and payable.

#### 4.2 Dissolution

- a. If Game Drive terminates the Agreement prematurely, it will, in consultation with the Client, arrange the transfer of work to third parties unless the termination is attributable to the Client.
  - i. If the Client fails to meet its obligations and this justifies dissolution, Game Drive may dissolve the Agreement immediately without any obligation to compensate the Client, while the Client remains liable for compensation and all direct or indirect damages suffered by Game Drive as a result.
  - ii. Game Drive shall not be liable for any damages or costs arising from suspension or dissolution.
- b. If the Client cancels the Agreement or (part of) the Services, the Client shall be liable for all costs incurred by Game Drive, including costs related to preparation, removal, delivery, and the time reserved for the execution of the Agreement.
  - i. If dissolution is attributable to the Client, Game Drive is entitled to compensation for all direct and indirect damages, including costs.
  - ii. Upon dissolution, all claims by Game Drive against the Client become immediately due and payable. Suspension of obligations does not waive Game Drive's legal and contractual rights.

### Article 5: Force majeure

- a. Neither party shall be liable for any failure to perform due to circumstances beyond its control, including, but not limited to, those defined by law, legal acts, or generally accepted practices, as well as strikes within the Game Drive 's business or third-party businesses.
- b. Game Drive may suspend its obligations for the duration of the force majeure event. If the event lasts longer than one-month period, either party may dissolve the Agreement without liability for damages.
- c. If Game Drive has partially fulfilled its obligations or can fulfil part of them, and the fulfilled part has independent value, Game Drive may invoice this part separately, and the Client shall be obliged to pay.

### Article 6: Payment Conditions

#### 6.1 Fees and Expenses

- a. All fees and expenses are exclusive of VAT which must also be paid at the applicable rate.

Client shall be responsible for paying any applicable sales, use, excise, value added, or similar taxes, duties, or assessments imposed upon the Services rendered hereunder by any federal, state, local, or foreign government authority, exclusive of any taxes based upon Game Drive's income or payroll.
- b. If a fixed fee or price has been agreed upon, Game Drive may still increase this fee or price due to legal or regulatory obligations, increases in raw material costs, taxes, social charges, energy prices, wages, or other unforeseeable circumstances that involve an increase in costs for Game Drive.
- c. If a price increase exceeding 10% occurs within three months of the Agreement's conclusion (other than due to an amendment), the Client, may dissolve the Agreement by written notice unless Game Drive agrees to perform under the original terms.



- d. Game Drive may request a non-refundable deposit of a percentage of the estimated project cost before any work can begin. This deposit will be used to cover initial costs associated with pre-production planning, including but not limited to script development, storyboarding, location scouting, casting, and equipment rental. This deposit may also be used to cover other expenses necessary to initiate the Services. The deposit does not guarantee the final cost of the Services, nor does it cover the entire cost of the Services. The deposit will be forfeited in the event that the Client cancels the Services or changes the scope of work after work has commenced. The deposit will be applied towards the final invoice for the Services, which will be based on the actual time spent and expenses incurred during the course of the Services.

## 6.2 Payment Timeline

- a. Payments must be made within 30 days of the invoice date in the currency specified, unless otherwise agreed in writing. The payment date is the date the payment is credited to Game Drive's account.
- b. Game Drive is entitled to issue invoices periodically or, if the Agreement is executed in phases, to invoice each completed phase separately.

## 6.3 Penalties

- a. If the Client fails to pay on time, Game Drive will be entitled to late payments penalties at the rate of 5% per annum from the due date of payment until actual payment, such rate to apply both before and after any judgment.
- b. If the Client is in default, all reasonable costs incurred to collect the debt, including legal and extrajudicial costs, shall be borne by the Client. Extrajudicial costs will be calculated based on Dutch collection practices. Should Game Drive incur higher collection costs, the Client must reimburse these as well, and interest will accrue on these costs.

## Artikel 7. Inspections and complaints

- a. Client must inspect the Services and any accompanying documents immediately upon receipt.
- b. Immediately visible defects of the Services or other complaints regarding the execution of the Agreement must be reported to Game Drive in writing immediately, or in any case within five working days. If Client fails to do so in time, all claims against Game Drive shall become null and void.
- c. Minor deviations shall never constitute grounds for you to refuse the Services in question or dissolve the Agreement.
- d. If a complaint is justified, Game Drive may still deliver/perform the relevant Services according to the Agreement or it may dissolve the Agreement and refund payments made to Client.
- e. If Game Drive was unable to adequately review the complaint due to Client's conduct, the complaint is inadmissible.
- f. Complaints relating to defects that are not immediately visible shall be reported in writing to Game Drive immediately (within five working days) after their discovery.
- g. Game Drive cannot be held liable to any party for any errors on any medium after Client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

## Article 8 Liability and Indemnifications

### 8.1 Liability

- a. If Game Drive is found liable, its liability shall be limited to the provisions in this article.
- b. Game Drive is not liable for damages of any kind caused by reliance on incorrect or incomplete information provided by the Client.



- c. Game Drive is liable only for direct damages. Direct damages include reasonable costs incurred to ascertain the cause and extent of the damage, if applicable to the Agreement; reasonable costs to make Game Drive 's defective performance conform to the agreement, if attributable; and reasonable costs to prevent or limit damage, if the Client can prove such costs have reduced direct damage as defined in these Terms.
- d. Game Drive is not liable for indirect damages, including consequential loss, lost profit, lost savings, exemplary incidental or punitive damages or business interruption.,
- e. Game Drive's liability from any kind of legal basis shall always be limited to the amount that Game Drive's liability insurance gives entitlement to. If for any reason no payment is made under Game Drive's liability insurance, any liability arising from any legal basis whatsoever shall be limited to the invoice value of the Services excluding VAT, or at least the part of the Services to which the liability relates, up to a maximum of €10.000.
- f. The Client indemnifies Game Drive against any claims from third parties suffering damages related to the execution of the Agreement and attributable to the Client.
- g. The liability limitations in this article do not apply if the damage is due to Game Drive's wilful misconduct or gross negligence.
- h. Any liability of Game Drive shall lapse if Client does not make a claim within one year after the cause arises.

## Article 9: Intellectual property rights

### 9.1. Ownership of Intellectual Property

- a. All intellectual property rights, including copyrights, trademark rights, and design rights, relating to materials, concepts, designs, visuals, scripts, and other content created by Game Drive within the scope of the Agreement (the **Deliverables**) shall, after Client has fulfilled all requirements under this Agreement, including, but not limited to, full payment, remain the exclusive property of Client, unless otherwise agreed upon in writing.
- b. All other intellectual property rights arising from the execution of the agreement, including strategic plans, marketing documents, marketing template and tools, reports, and data rights, relating to marketing activities, are owned by Game Drive, unless agreed otherwise in writing.
- c. If Game Drive grants the Client a license to use third-party intellectual property rights, the terms of that license shall prevail.

### 9.2. Rights to created Materials

- a. Both parties are not allowed to copy, disclose, or exploit each other's intellectual property rights without explicit written consent.
- b. The Client grants Game Drive the right to use, reproduce, and display the Deliverables and any associated intellectual property created under this Agreement for promotional and marketing purposes, this includes, but is not limited to, showcasing the Deliverables in portfolios, on websites, in social media, and in presentations to prospective clients, provided that no strictly confidential information of the Client is disclosed to third parties.

### 9.3. Client Responsibility and Indemnification for Copyrighted Material

- a. Client acknowledges and agrees that they are solely responsible for obtaining all necessary permissions, clearances, licenses, and releases required for the use of any copyrighted materials, intellectual property, trademarks, branding, sound recordings, images, or other proprietary materials in connection with the Services.
- b. Game Drive shall have no liability or responsibility for any delays or failures to deliver the Services caused by any such unauthorised use of intellectual property or proprietary materials by Client. Client shall indemnify and hold Game Drive harmless from any and



all claims, liabilities, damages, expenses, or costs (including legal fees) arising from or related to the use of any such unauthorized materials, without limitation in time.

- c. In the event that Client provides any copyrighted or proprietary materials for incorporation into the Services, Client warrants and represents that they have obtained all necessary permissions, clearances, and licenses from the original copyright owner or material provider, and that such materials do not infringe upon any third-party rights.

## **Article 10: Confidentiality**

In the performance of this Agreement or in contemplation thereof, each party and its employees, agents and contractors may have access to confidential information owned or controlled by the other party (hereinafter “Confidential Information”). All Confidential Information supplied by one party to the other which is clearly marked “Confidential” or which is derived therefrom shall remain the exclusive property of the party supplying that confirmation.

The receiving party shall use a reasonable degree of care, which in any event shall not be less than the same degree of care which the receiving party uses to protect its own confidential information, to keep, and have its employees and agents keep, confidential any and all Confidential Information. In keeping therewith, the recipient shall not copy, publish or disclose the Confidential Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party’s written approval, nor shall the receiving party make use of the Confidential Information except for the purposes of executing its obligations hereunder, and shall return the Confidential Information to the disclosing party at its request.

## **Article 11: Staff**

Client understands that they will not during the term of this Agreement and for a period of one year following its expiry solicit or seek to induce away from our employment any person who is or was employed at Game Drive and/or working on the Services in question via Game Drive unless mutually agreed on. Conversely, Game Drive will not induce away from the employment of the Client any person who is or was employed at the Client unless mutually agreed on.

## **Article 12: Rights and Titles**

Client hereby represents and warrants that it has and for the duration of this Agreement shall have all rights required for the performance of its obligations hereunder and has and for the duration of this Agreement shall have the authority and the legal right to enter into this Agreement.

## **Article 13: Governing law and disputes**

13.1. The Agreement and Terms are governed by Dutch law. Disputes resulting from the Agreement between Game Drive and Client which cannot be solved by mutual agreement are submitted to the court which has jurisdiction under the law in Utrecht. The applicability of the Vienna Sales Convention is excluded.

13.2. All legal relationships to which Game Drive is a party are exclusively governed by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

13.3. Parties will only resort to litigation after exhausting all efforts to resolve the dispute amicably.