



Create Impact. Scale Your Business.

GENERAL TERMS & CONDITIONS

Version 1.0 · effective from 1 August 2026

Module A · General provisions

Module B · Advertising management

Module C · Video production

Module D · Consultancy, strategy and advice

IMP4CT Media

Knotwilg 3 · 5172 GM Kaatsheuvel · The Netherlands

Chamber of Commerce 94431744 · establishment no. 59898895 · VAT NL005083089B91

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These general terms and conditions consist of four modules. Module A contains the general provisions and applies to every agreement. Modules B (advertising management), C (video production) and D (consultancy, strategy and advice) apply insofar as the work falls within their scope. Several modules may apply simultaneously.

These terms are intended solely for agreements with clients acting in the course of a profession or business. They are not suitable for agreements with consumers.

This is an English translation of the Dutch general terms and conditions of IMP4CT Media. In the event of any discrepancy between the two versions, the Dutch version prevails.

MODULE A – GENERAL PROVISIONS

Module A applies to every agreement between IMP4CT Media and the Client.

Article 1 | Definitions

In these general terms and conditions, the following definitions apply:

1. IMP4CT Media: the sole proprietorship IMP4CT Media, operated for the account and risk of Adriaan Abraham Martinus (Youri) de Rooij, established in Kaatsheuvel at Knotwilg 3 (5172 GM), registered in the Trade Register of the Netherlands Chamber of Commerce under number 94431744, establishment number 59898895, VAT identification number NL005083089B91.
2. Client: the natural person or legal entity acting in the course of a profession or business who enters into an Agreement with IMP4CT Media or who enters into negotiations with IMP4CT Media to that end.
3. Parties: IMP4CT Media and the Client jointly.
4. Agreement: any agreement between the Parties, including the quotation, the order confirmation, the contract for services and any amendment or supplement thereto.
5. Terms: these general terms and conditions, consisting of Module A and any of Modules B, C and/or D applicable to the Work.
6. Work: all activities to be performed or performed by IMP4CT Media for the benefit of the Client.
7. Materials: all works created or made available by IMP4CT Media under the Agreement, including video and image material, texts, advertisements, scripts, strategy and advisory documents, reports, templates, presets and working files.
8. Platform: a third-party advertising or publishing platform, including in any event Meta Platforms Ireland Limited (Facebook and Instagram), Google, YouTube, TikTok and LinkedIn.
9. Advertising Budget: the amount payable to a Platform for the display of advertisements.
10. In writing: by letter or by email.

Article 2 | Applicability and order of precedence

1. These Terms apply to all quotations, offers, Agreements and Work of IMP4CT Media, as well as to all legal relationships arising from or connected with them.
2. Module A applies to every Agreement. Modules B, C and D apply only insofar as the Work falls wholly or partly within the scope of the relevant Module. Several Modules may apply simultaneously.
3. The applicability of any general terms and conditions of the Client, under whatever designation, is expressly rejected.
4. In the event of a conflict between provisions, the following order of precedence applies: (a) the Agreement; (b) the applicable Module B, C or D; (c) Module A.
5. Deviations from these Terms apply only if and insofar as they have been agreed in writing, and only for the Agreement in respect of which they were made.

6. If any provision of these Terms is void or is nullified, the remaining provisions shall remain in full force. In such a case the Parties shall consult with a view to agreeing a replacement provision that approximates the purport of the original provision as closely as possible.

Article 3 | Quotations and formation of the Agreement

1. All quotations and offers are without obligation and valid for fourteen (14) days from their date, unless a different period is stated therein.
2. All amounts are denominated in euros and are exclusive of VAT, exclusive of Advertising Budget and exclusive of third-party costs, unless expressly stated otherwise.
3. The Agreement is formed by the Client's written acceptance of the quotation, by signature of the order confirmation, or by IMP4CT Media commencing performance of the Work with the Client's consent.
4. Manifest errors, clerical mistakes or miscalculations in a quotation or offer are not binding on IMP4CT Media.
5. A composite price quotation does not oblige IMP4CT Media to perform part of the assignment for a corresponding part of the quoted price.

Article 4 | Performance of the Work

1. IMP4CT Media performs the Work to the best of its insight and ability and in accordance with the standards of a good contractor within the meaning of Section 7:401 of the Dutch Civil Code. All obligations of IMP4CT Media are best-efforts obligations, unless and insofar as a specific result has been expressly promised in writing.
2. Objectives, forecasts, benchmarks and expected results stated by the Client or mentioned by IMP4CT Media are indicative and do not constitute a guarantee.
3. IMP4CT Media determines the manner in which and the persons by whom the Work is performed and is entitled to engage third parties for that purpose. The operation of Sections 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded.
4. Periods stated by IMP4CT Media are indicative and never strict deadlines, unless expressly agreed otherwise in writing. Exceeding a period does not give rise to any right to damages, suspension or dissolution.
5. If IMP4CT Media establishes that data provided, materials supplied or instructions given by the Client contain such defects or deficiencies that proper performance of the Work is not reasonably possible, IMP4CT Media shall warn the Client thereof in good time and in writing. This duty to warn extends no further than what IMP4CT Media ought reasonably to have discovered in the Work assigned to it.
6. Without prejudice to paragraph 5, IMP4CT Media has no duty to investigate the accuracy, completeness, suitability or lawfulness of data, materials and instructions provided by the Client.

Article 5 | Obligations of the Client

1. The Client shall provide, in good time and free of charge, all data, materials, access, facilities and cooperation that IMP4CT Media reasonably requires in its judgement for the proper performance of the Work.
2. The Client warrants the accuracy, completeness and lawfulness of everything it supplies, as well as the lawfulness of all claims, offers, prices, guarantees and statements included in Materials on its instruction or on the basis of its information.
3. The Client shall designate one contact person authorised to grant approvals, consolidate feedback and take decisions on the Client's behalf.
4. The Client shall respond to requests for information, feedback or approval within five (5) working days, unless a different period has been agreed in writing.

5. If the Client fails to fulfil its obligations under this article, or fails to do so in good time or properly, IMP4CT Media is entitled to suspend performance of the Work. Any resulting delay and additional costs shall be borne by the Client. Such a delay does not affect the agreed term of the Agreement, the fee payable or the agreed payment dates.

Article 6 | Amendments and additional work

1. If during performance it becomes apparent that amendment or supplementation of the Work is necessary or desirable, the Parties shall consult in good time on adjusting the Agreement.
2. Work falling outside the agreed scope shall be charged as additional work at the hourly rate of IMP4CT Media applicable at that time, or at a fixed price agreed in advance.
3. IMP4CT Media is not obliged to comply with a request for amendment if this entails a qualitative or quantitative overrun that cannot reasonably be required of it, or if the planning of other assignments would thereby be jeopardised.
4. Additional work shall as far as possible be confirmed in writing in advance. The absence of written confirmation does not affect IMP4CT Media's entitlement to payment for additional work actually performed.

Article 7 | Fees, rates and indexation

1. The agreed fee is exclusive of VAT, Advertising Budget, third-party licence fees, travel and accommodation costs and the costs of third parties engaged at the Client's request, unless expressly agreed otherwise.
2. In the case of an Agreement with a term of twelve (12) months or more, IMP4CT Media is entitled to adjust its rates annually with effect from 1 January in line with the consumer price index (CPI, all households) of Statistics Netherlands for the preceding calendar year. An indexation under this paragraph does not give rise to any right of termination or dissolution.
3. Other rate changes shall be announced in writing at least two (2) months before they take effect. If such a change constitutes an increase of more than ten per cent (10%), the Client is entitled to terminate the Agreement in writing with effect from the date on which the change takes effect.
4. No travel costs and no travel time shall be charged for Work at a destination within a radius of fifty (50) kilometres of the place of business of IMP4CT Media.
5. For Work at a destination outside the radius referred to in paragraph 4, the following shall be charged:
(a) a mileage allowance of € 0.45 per kilometre driven over the entire outward and return journey, and
(b) travel time at fifty per cent (50%) of the applicable hourly rate. The distance shall be determined on the basis of the fastest route recommended by a commonly used route planner from the place of business of IMP4CT Media.
6. Parking, toll and ferry charges, as well as the travel and accommodation costs of third parties engaged by IMP4CT Media, shall be passed on in full.
7. If the nature or duration of the Work necessitates an overnight stay, the costs of accommodation and meals shall be borne by the Client. Such costs shall be submitted to the Client for approval in advance.

Article 8 | Invoicing and payment

1. Unless agreed otherwise, the payment term is fourteen (14) days from the invoice date.
2. Payment shall be made without discount, suspension or set-off. The Client expressly waives its right of set-off.
3. If the payment term is exceeded, the Client is in default by operation of law without any notice of default being required. In that case the Client owes the statutory commercial interest referred to in Section 6:119a of the Dutch Civil Code, as well as extrajudicial collection costs of fifteen per cent (15%) of the outstanding amount, subject to a minimum of € 150.

4. If the Client remains in default following a written notice of default and a cure period of fourteen (14) days, IMP4CT Media is entitled to suspend the Work in whole or in part and to suspend the making available of Materials not yet delivered. IMP4CT Media is not liable for any loss arising from a lawful suspension.
5. IMP4CT Media is entitled at all times to require payment in advance, in whole or in part, or the provision of security, before commencing or continuing the Work.
6. Objections to an invoice must be submitted in writing and with reasons within fourteen (14) days of the invoice date, failing which the invoice is deemed to have been accepted. An objection does not suspend the payment obligation.

Article 9 | Term, renewal and termination

1. The Agreement is entered into for the term specified therein.
2. An Agreement for a fixed term shall, on expiry of the agreed term, be tacitly renewed for successive periods of one (1) month, unless either Party gives written notice of termination no later than one (1) month before the end of the term.
3. Interim termination by the Client of an Agreement for a fixed term is not possible, save in the cases referred to in paragraph 4. The operation of Section 7:408(1) of the Dutch Civil Code is excluded to the extent permitted by law.
4. Either Party is entitled to dissolve the Agreement in writing with immediate effect if: (a) the other Party, following a written notice of default and a reasonable cure period of at least fourteen (14) days, is in attributable breach of a material obligation; (b) the other Party applies for or is granted suspension of payments, is declared bankrupt, resolves to liquidate, or ceases its business.
5. On termination of the Agreement, the Work performed and the costs incurred up to that moment shall be settled. Amounts already paid shall not be refunded, except insofar as IMP4CT Media has not yet rendered a corresponding performance.
6. Provisions which by their nature are intended to survive termination – including in any event those concerning intellectual property, confidentiality, personal data, liability, recruitment of personnel and applicable law – shall remain in full force after termination.

Article 10 | Intellectual property and right of use

1. All intellectual property rights in the Materials vest in IMP4CT Media, unless expressly agreed otherwise in writing.
2. Upon payment in full of everything owed by the Client under the Agreement, the Client obtains an exclusive, worldwide, perpetual and transferable right to use the final results delivered, for the purposes for which they were created under the Agreement.
3. The right of use referred to in paragraph 2 does not extend to raw footage, project files, working files, presets, colour profiles, templates, methodologies, checklists, prompts and other tools and underlying works developed by IMP4CT Media. These remain the property of IMP4CT Media and are not delivered, unless expressly agreed in writing and against separate payment.
4. For as long as the Client has not paid in full, it has no right of use whatsoever and any use, publication or reproduction of the Materials is unlawful.
5. The Client is not entitled to modify or adapt the Materials or to license them to third parties without the prior written consent of IMP4CT Media, save for customary adjustments of size, aspect ratio and duration for the purpose of publication on Platforms.
6. IMP4CT Media retains its moral rights within the meaning of Section 25 of the Dutch Copyright Act, including the right to attribution and the right to oppose distortion or impairment of the work.
7. IMP4CT Media is at all times entitled to use the knowledge, experience, methodologies and working methods gained in performing the Work for other clients, subject to its obligation of confidentiality.

Article 11 | Confidentiality

1. The Parties shall keep confidential all confidential information obtained from each other under the Agreement and shall use it solely for the purpose for which it was provided.
2. This obligation does not apply to information that was already public, was lawfully obtained from a third party, was independently developed, or must be disclosed pursuant to laws or regulations or a judicial or administrative decision.
3. The obligation of confidentiality applies during the term of the Agreement and for three (3) years after its termination.
4. The Parties shall impose an equivalent obligation on their employees and on third parties engaged by them.

Article 12 | Personal data

1. Insofar as IMP4CT Media processes personal data for the benefit of the Client in performing the Work, the Client acts as controller and IMP4CT Media as processor within the meaning of the General Data Protection Regulation (GDPR).
2. The Parties shall conclude a data processing agreement as referred to in Article 28(3) GDPR before the Work commences. It shall be attached as an annex to the Agreement and form an integral part thereof.
3. The Client warrants that it has a valid legal basis for processing and, where required, valid consent for the processing of personal data that it makes available to IMP4CT Media or to a Platform, including email addresses and telephone numbers for the purpose of custom audiences.
4. The Client is aware that, when using certain Platform functionalities, including custom audiences and measurement tools of Meta, it may be regarded as a joint controller together with the relevant Platform. The Client is responsible for compliance with the resulting obligations, including the duty to inform data subjects and the implementation of an adequate cookie and consent facility on its website.
5. The Client indemnifies IMP4CT Media against claims by data subjects, supervisory authorities and other third parties arising from a breach of this article by the Client.

Article 13 | Liability

1. The liability of IMP4CT Media on the grounds of attributable breach, tort or otherwise is limited to compensation for direct loss and to a maximum of the amount paid by the Client to IMP4CT Media under the Agreement in the six (6) months preceding the event giving rise to the loss, excluding VAT and excluding Advertising Budget, subject to a maximum of € 15,000 per event and € 25,000 per calendar year.
2. Direct loss means exclusively: the reasonable costs of establishing the cause and extent of the loss, the reasonable costs of preventing or limiting the loss, and the reasonable costs of obtaining satisfaction out of court.
3. IMP4CT Media is not liable for indirect loss, including consequential loss, lost profit, lost turnover, lost savings, loss of data, reputational harm, wasted or non-performing Advertising Budget, and loss due to the failure to achieve expected or intended results.
4. If the liability insurance of IMP4CT Media pays out in a particular case, liability is limited to the amount of that payment plus the deductible, if that amount exceeds the maximum referred to in paragraph 1.
5. The limitations and exclusions in this article do not apply if and insofar as the loss is the result of intent or wilful recklessness on the part of IMP4CT Media.
6. Any claim lapses if it is not submitted to IMP4CT Media in writing and with reasons within twelve (12) months after the Client became aware, or could reasonably have become aware, of the loss.
7. The Client indemnifies IMP4CT Media against third-party claims relating to materials, data, claims or instructions supplied by the Client, or to the Client's use of the Materials.

Article 14 | Force majeure

1. In addition to the meaning given to it in law and case law, force majeure includes: malfunctions, changes, outages or policy decisions of Platforms; internet, power and telecommunications failures; cyberattacks and data breaches at third parties; government measures; failures of suppliers; and illness or incapacity for work on the part of IMP4CT Media or persons engaged by it.
2. IMP4CT Media is operated as a sole proprietorship. In the event of illness or incapacity for work, IMP4CT Media is entitled to suspend the Work or to arrange for qualified replacement. A suspension on this ground does not constitute an attributable breach and does not give rise to any right to damages.
3. If the force majeure situation continues for more than sixty (60) days, either Party is entitled to dissolve the Agreement in writing in respect of the part not yet performed, without any obligation to pay damages.

Article 15 | Complaints, inspection and approval

1. The Client shall inspect the Materials delivered upon delivery and shall notify IMP4CT Media of any complaints in writing and with reasons within fourteen (14) days of delivery.
2. In the absence of timely notification, the Materials are deemed to have been approved and accepted and any claim in that respect lapses.
3. A well-founded complaint obliges IMP4CT Media only to repair or replacement, at the option of IMP4CT Media, and does not give rise to any right of dissolution or to damages.

Article 16 | Reference, portfolio and case study

1. IMP4CT Media is entitled to use the Client's name and logo, the Materials created and the results achieved for its own promotion, portfolio, case studies, presentations and reference purposes.
2. At the Client's first written request, company-specific figures shall be presented in anonymised form. The Client may refuse the use of its name and logo in writing and with reasons.

Article 17 | Recruitment of personnel and engaged third parties

1. During the term of the Agreement and for twelve (12) months thereafter, the Client shall not employ any employees or third parties engaged by IMP4CT Media, nor otherwise have them work for it, directly or indirectly, without the prior written consent of IMP4CT Media.
2. In the event of a breach of paragraph 1, the Client forfeits an immediately payable penalty of € 10,000 per breach, without prejudice to the right of IMP4CT Media to compensation for the loss actually suffered insofar as it exceeds the amount of the penalty.

Article 18 | Amendment of these Terms

1. IMP4CT Media is entitled to amend these Terms. Amendments shall be notified to the Client in writing at least thirty (30) days before they take effect.
2. If the amendment constitutes a material aggravation to the detriment of the Client, the Client is entitled to terminate the Agreement in writing within fourteen (14) days of the notification, with effect from the date on which the amendment takes effect.

Article 19 | Final provisions

1. The Client is not entitled to transfer any rights or obligations under the Agreement to a third party without the prior written consent of IMP4CT Media.
2. IMP4CT Media is entitled to transfer its rights and obligations under the Agreement in the context of a transfer, contribution or conversion of (part of) its business. The Client grants its consent to this in advance.

3. All Agreements and these Terms are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
4. All disputes shall be submitted exclusively to the competent court of the District Court of Zeeland-West-Brabant, location Breda, without prejudice to the right of IMP4CT Media to submit a dispute to the court that would have jurisdiction in the absence of this clause.
5. The records of IMP4CT Media shall constitute full evidence between the Parties, subject to evidence to the contrary to be provided by the Client.
6. These Terms are available at www.imp4ctmedia.com and shall be sent free of charge on first request.
7. These Terms have been drawn up in Dutch and in English. In the event of any discrepancy between the two versions, or of any dispute concerning their interpretation, the Dutch version shall prevail.

MODULE B – ADVERTISING MANAGEMENT

Module B applies where the Work consists wholly or partly of setting up, managing, optimising, measuring or monitoring advertising campaigns on Platforms.

Article 20 | Nature of the work

1. Advertising management is a best-efforts obligation. IMP4CT Media guarantees no result whatsoever, and expressly does not guarantee: a number of leads, enquiries, appointments or sales; a cost per lead or per appointment; a return on ad spend (ROAS); or any particular reach, number of impressions or click-through rate.
2. Results depend in part on factors beyond the control of IMP4CT Media, including the Client's offer, pricing, website and funnel, the speed and quality of the Client's follow-up of leads, the quality of the Client's sales conversations, market conditions, competitive pressure, seasonal influences, and the policies and algorithms of Platforms.
3. Any target values, forecasts, benchmarks and projections mentioned are expressly indicative and are not binding on IMP4CT Media.

Article 21 | Advertising Budget

1. The Advertising Budget does not form part of the fee of IMP4CT Media and is entirely for the account and risk of the Client.
2. The Client shall pay the Advertising Budget directly to the Platform by means of a payment method held in the Client's name. IMP4CT Media does not manage any payment instruments of the Client.
3. If it is exceptionally agreed in writing that IMP4CT Media will advance Advertising Budget, this shall be done only after payment in full in advance by the Client and against the agreed surcharge.
4. The Client shall ensure a sufficient balance, a valid payment method and adequate spending limits. Interruption, delay or cessation of campaigns due to a declined payment, a spending limit being reached or a blocked payment method is for the account and risk of the Client.
5. If the Parties have agreed a minimum Advertising Budget and the Client falls below it, IMP4CT Media is not obliged to account for or make any statement about the results achieved and is entitled to terminate the Agreement subject to one (1) month's notice.

Article 22 | Accounts, access and ownership

1. Advertising accounts, business accounts, pixels, datasets, custom audiences and business pages shall wherever possible be created in the name and ownership of the Client. The Client shall grant IMP4CT Media the administrator rights required for this purpose and maintain them for the duration of the Agreement.

2. If accounts or parts thereof have been created under the management of IMP4CT Media for practical reasons, they shall be transferred to the Client on termination of the Agreement at first request and after payment in full, insofar as the terms of the relevant Platform permit.
3. During the term of the Agreement, the Client shall not grant third parties access to the campaign structure without prior consultation with IMP4CT Media. Changes made by the Client or by third parties engaged by the Client to campaigns, budgets, audiences or measurement settings are for the account and risk of the Client and release IMP4CT Media from any responsibility for the resulting outcomes.
4. On termination, the access rights of IMP4CT Media shall be revoked. IMP4CT Media is entitled to retain and continue to use its own templates, presets, naming conventions and working files.

Article 23 | Platforms

1. The Client is independently bound by the terms of use and advertising policies of the Platforms and warrants compliance with them.
2. IMP4CT Media is not liable for the rejection of advertisements, the restriction, suspension, blocking or removal of accounts, pages or advertisements, changes in advertising policy, changes in algorithms or measurement methods, price increases in the advertising auction, or malfunctions and outages at Platforms.
3. IMP4CT Media shall use its best efforts to appeal against a rejection or blocking and to obtain reinstatement, but has no decisive influence over the Platform's decision-making.

Article 24 | Reporting and measurement

1. IMP4CT Media shall report on campaign results at the agreed frequency.
2. The Client is aware that measurement data from different sources – including Platforms, web analytics packages, CRM systems and scheduling software – may differ from one another as a result of different attribution models and attribution windows, consent settings, privacy measures of browsers and operating systems, ad blockers and processing delays.
3. Reports are indicative and based on the data supplied by Platforms and other sources. IMP4CT Media is not liable for inaccuracies, incompleteness or changes in measurement data supplied by third parties.
4. A sound measurement setup requires the cooperation of the Client, including the placement and maintenance of measurement codes on the Client's website and the implementation of an adequate consent facility. In the absence of such cooperation, measurement may be incomplete or unreliable; this is for the account of the Client.

Article 25 | Advertising content and claims

1. The Client is responsible for the accuracy, substantiation and lawfulness of all claims, offers, prices, guarantees, results and testimonials included in advertisements, including where these have been formulated by IMP4CT Media on the basis of information provided by the Client.
2. The Client warrants compliance with applicable laws and regulations, including the provisions on unfair commercial practices, the Dutch Advertising Code and, where applicable, regulations concerning health, results and income claims.
3. Advertisements shall be submitted to the Client for approval prior to publication, unless the Parties have agreed in writing that IMP4CT Media may publish independently. Approval, or the absence of objection within the period referred to in Article 5(4), constitutes acceptance of the content.
4. The Client fully indemnifies IMP4CT Media against claims by third parties, supervisory authorities and Platforms arising from the content of advertisements or from the Client's offer.

MODULE C – VIDEO PRODUCTION

Module C applies where the Work consists wholly or partly of developing, recording, editing, processing or delivering audiovisual material.

Article 26 | Pre-production and approval

1. The concept, script, shooting script and shooting schedule shall be submitted to the Client for approval. Once approved, they constitute the binding basis for the production.
2. Changes to the concept, script or shooting script after approval constitute additional work within the meaning of Article 6.
3. The Client shall ensure the timely availability of the persons, locations, products, clothing and other requirements involved in the recordings.

Article 27 | Shooting days, location and cancellation

1. A shooting day comprises a maximum of ten (10) consecutive hours on location, including set-up and breakdown, unless agreed otherwise. Travel time does not form part of these ten hours and shall be settled in accordance with Article 7. Additional hours shall be charged at the applicable hourly rate.
2. The Client shall provide access to the location, the necessary permits and consents, parking facilities, power supply and an environment suitable for recording, unless agreed otherwise.
3. In the event of cancellation or postponement of a scheduled shooting day by the Client, the following is payable: (a) cancellation more than fourteen (14) days before the shooting day: no cancellation fee; (b) cancellation between fourteen (14) and seven (7) days before the shooting day: fifty per cent (50%) of the agreed day rate; (c) cancellation within seven (7) days of the shooting day: one hundred per cent (100%) of the agreed day rate. Third-party costs already incurred or no longer cancellable, including crew, equipment hire, location hire, catering and travel costs, shall in addition be passed on in full.
4. If outdoor recordings cannot reasonably proceed due to weather conditions, the Parties shall consult on an alternative date. The costs of the first postponement on this ground shall be borne equally by the Parties; the costs of any subsequent postponement shall be borne by the Client.

Article 28 | Editing and revision rounds

1. The agreed price includes two (2) revision rounds per final product, unless agreed otherwise in writing.
2. A revision round consists of one (1) consolidated, written and unambiguous set of comments from the Client. Separate, successive, repeated or mutually contradictory feedback constitutes a separate revision round.
3. Additional revision rounds, as well as changes affecting the approved concept, script or shooting script, shall be charged as additional work.
4. The Client shall provide feedback within five (5) working days of delivery of a version. In the absence of feedback, the version concerned is deemed approved fourteen (14) days after delivery.

Article 29 | Delivery, raw footage and project files

1. Delivery shall take place digitally in the agreed file formats and aspect ratios. Additional formats, aspect ratios, versions, subtitles or language versions constitute additional work.
2. Raw footage, project files, colour profiles, audio files and other working files do not form part of the delivery and remain the property of IMP4CT Media. Delivery thereof is possible only on the basis of a separate written agreement and against additional payment.
3. IMP4CT Media shall retain raw footage for six (6) months after final delivery and is entitled to delete it thereafter. IMP4CT Media has no archiving or backup obligation towards the Client.

Article 30 | Music, stock material and third-party licences

1. Music, stock footage, fonts, sound effects and other third-party materials shall be licensed for the agreed use, medium, territory and period.
2. Use beyond the scope of the licence obtained, including use in other media, in other territories or for a longer period, requires an additional licence, the costs of which shall be borne by the Client.
3. The Client is not entitled to disassemble the audiovisual works delivered in order to use individual elements thereof independently.

Article 31 | Portrait rights and indemnity

1. The Client shall obtain written consent (a quitclaim) from all persons appearing on camera, unless IMP4CT Media has expressly undertaken to do so in writing.
2. The Client warrants the rights in images, logos, music, texts, trademarks and other materials supplied by it.
3. The Client indemnifies IMP4CT Media against third-party claims based on portrait rights, copyright, neighbouring rights, trademark law or privacy arising from material supplied by the Client or from the Client's use of the final results.

MODULE D – CONSULTANCY, STRATEGY AND ADVICE

Module D applies where the Work consists wholly or partly of advice, strategy, audits, training or ad hoc consultancy.

Article 32 | Nature of the advice

1. Advice, audits, strategy documents and recommendations are based on the information and insights available at the time and do not constitute any guarantee of any result.
2. The Client decides independently on the follow-up and implementation of advice and bears full responsibility for it.
3. IMP4CT Media does not provide legal, tax, medical or financial advice. Insofar as such matters are touched upon, the Client should consult a qualified adviser.

Article 33 | Sessions, hour packages and cancellation

1. Agreed hour packages or prepaid cards are valid for twelve (12) months from purchase. Unused hours lapse thereafter without any right to a refund or extension.
2. Scheduled sessions may be rescheduled free of charge up to twenty-four (24) hours before they start. In the event of later rescheduling or non-attendance, the session is deemed to have been taken and shall be charged.
3. Article 7(4) to (7) applies to travel for sessions on location.

Article 34 | Use of advisory documents

1. Advisory documents, strategies, audits, templates, checklists and training materials are intended solely for internal use within the Client's business.
2. Reproduction, publication, resale or making available to third parties is not permitted without the prior written consent of IMP4CT Media.
3. In the event of a breach of paragraph 2, the Client forfeits an immediately payable penalty of € 5,000 per breach, without prejudice to the right of IMP4CT Media to compensation for the loss actually suffered insofar as it exceeds the amount of the penalty.