



Terms and conditions of BE Agency BV

Terms and conditions of BE Agency BV in Amsterdam, which regularly include the agreements with Clients and third parties to be concluded within the framework of the management of its members, filed with the Amsterdam Chamber of Commerce:

Article 1. Terms and Conditions applicable

1.1 These terms and conditions apply to any offer, offer and agreement between Contractor and Client.

1.2 If a provision of the terms and conditions is found to be null and for all, it shall be without prejudice to the validity of the other provisions. In that case, the parties will replace a provision which is as far as possible in line with the intention of the parties for the annulled or destroyed provision.

1.3 The applicability of the Client's terms and conditions is expressly rejected.

Article 2. Offer, information and third parties' call-in

2.1 All offers, quotations, cost budgets, etc. of The Contractor are entirely non-binding, unless The Contractor has indicated otherwise in writing.

2.2 All information and/or specifications provided by The Contractor shall always apply approximately, unless expressly and in writing otherwise indicated.

2.3 The contractor is entitled to engage third parties in the execution of the contract.

2.4 If an offer from The Contractor has not been followed by a written order or an e-mail order within 14 days (or, if any, the period explicitly indicated in that offer, etc.) by a written order or an e-mail order and confirmed by The Contractor, it has expired.

2.5 The contractor reserves the right to revoke the order or contract made with it even after acceptance of the offer by the Client. Such withdrawal shall take place without delay after the receipt by The Contractor of acceptance.

Article 3. Obligations Client

3.1 Unless otherwise agreed in writing, the Client will provide sufficient measures at his own expense to ensure safety in the place where the contract is carried out (including but not limited to safety for artists, employees and visitors). If agreements have already been made on the above-mentioned measures, The Contractor is nevertheless entitled to impose additional requirements at any time, where changed circumstances so require.

3.2 The Client undertakes to ensure as far as possible the activities and/or the omission of third parties engaged by it. In any case, the Client is obliged to take out a regular AVB insurance and, if applicable, a professional liability insurance. Furthermore, the Client

BE Agency BV

Laarderhoogtweg 25 - 1101 EB Amsterdam, Netherlands - +31 (0)20 3081177
Chamber of Commerce 78326540 - Bank NL76 ABNA 0880 6463 81 - BIC ABNANL2A - VAT NL 861348515 B01
www.be-agency.nl - info@be-agency.nl

undertakes to ensure that under the above-mentioned insurances are insured the co-workers involved in the performance of the contract and the items made available by The Contractor. The client is obliged to provide copies of the policies of the aforementioned insurance to The Contractor at first request.

3.3 The Client is required to provide to the Contractor in good time any information which it knows or which it should know is necessary for the execution of the contract. The client is in a state of compensation and completeness of the information it provides.

3.4 Client does not claim any form of compensation, if (a) The Client has not or has not fulfilled its obligations to a sufficient extent as set out in Article 3.1 and/or 3.2 in these general terms and conditions and The Contractor does not allow the contract to proceed in whole or in part (to which The Contractor is entitled) and/or (b) the Client has not fulfilled or has not fulfilled its obligations to a sufficient extent as set out in Article 3.1 and/or 3.2 in these general terms and conditions, Contractor Client has indicated this in writing and nevertheless wants the client to continue the contract.

3.5 The client is responsible for the payment of the fees for the use of third-party intellectual property rights (including but not limited to Buma rights).

3.6 Unless otherwise agreed in writing, the Client is responsible for the required consent of third parties and/or permits, as well as research into them.

3.7 The Client is responsible for the actions and omissions of the third parties who are involved and/or invited by it, such as a visitor to an event.

3.8 The Client is responsible for any tax consequences and/or payment (of after-tax) as a result of the Working Expenses Scheme (WKR). The client exempts and fully compensates contractors regarding claims from third parties that client receives in this respect.

Article 4. Liability Contractor

4.1 The contractor is entitled to engage third parties in the execution of the contract.

4.2 Contractor is not liable for damages of any kind arising from the assumption of incorrect and/or incomplete information provided by or on behalf of the Client.

4.3 The contractor shall be liable for damages (i) only if such damage is covered by the cover of its liability insurance, plus the amount paid by its insurance to increase by its own risk or (ii) if there is any intention or gross fault on her or one of its managers.

4.4 If (i) there is no intention or gross negligence or (ii) the insurance does not pay out, and there is still liability of The Contractor, then that liability is limited to only direct damage (where liability for indirect damage is expressly excluded) with a maximum of € 25,000,-.

4.5 Contractor is never liable for damages caused by (a failure or unlawful conduct/omission of) executive service providers and/or suppliers, including the staff of those service providers and/or suppliers, whom The Contractor has engaged in connection with or for the purpose of implementing – part of – the contract.

4.6 All rights of claim and other powers, under any basis, which the Client has to claim against The Contractor, are required within 12 months of the date on which the Client

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became known or could reasonably have been received by The Contractor in writing, in the absence of which they expire.

4.7 Client clears Contractor for claims of third parties (including but not limited to participants and visitors) who suffer damages in connection with the execution of the contract.

4.8 Any advice provided by the contractor is always non-binding and follow-up is at the expense and risk of the Client.

4.9 The client is not liable for the attendance of the participants of the relevant event.

4.10 Contractor is not liable for damage to goods made available to her by the Client. The client will take care of a good insurance.

Article 5. Advertising

All advertisements must, under penalty of expiry, be submitted in writing to The Contractor within 30 days of their knowledge or knowledge.

Article 6. Force majeure

Circumstances which are not attributable to The Contractor, which are such that compliance with the agreement can no longer reasonably or no longer be required to a full extent (as, but not limited to, extreme weather, withdrawal of one or more permits, national mourning and pandemic) gives it the right to terminate all or part of the contract and/or to suspend its implementation without any obligation to compensate. In that case, the contractor retains its right to compensation (including but not limited to costs for third parties engaged by it). Contractor advises the Client to insure himself against these risks.

Article 7. Price, payment and cancellation

7.1 The agreed price (contract) does not include VAT and any other public levies, unless otherwise agreed in writing.

7.2 Changes including additional costs in the original contract of any kind, made by or on behalf of the Client, which result in higher costs than could be counted on in the quote, will be charged to the Client.

7.3 If the contractor accepts the client's offer, the contractor shall, after the return receipt of the signed copy of the confirmation form, send an invoice of at least 75% of the total amount. This invoice must be paid by the client within 14 days of the invoice date and in any case 7 days before the date of the event. If this is not the case, the client may be denied access.

7.4 At any time, at the first request of the Contractor, the client is obliged to provide security for the satisfaction of all that is due by her.

7.5 Unless expressly agreed otherwise in writing, payment must be made within the payment period as stated on the invoice. The payment period is a fatal deadline. The client is not entitled to suspend or settle any payment.

7.6 If no payment has been made within the payment period, the Client is by law in default. It then owes the statutory trading interest rate (where part of the month is considered a whole month) as well as out-of-court collection costs of 15% of the principal with a minimum of € 350, -.

7.7 The client is entitled to cancel the order only in writing. The client must then pay the following costs to the Contractor, in the event of cancellation:

- (a) in the period up to 9 months before the start, 30% of the full contract amount (as applicable at the time of cancellation);
- (b) in the period between 9 and 6 months before the start, 50% of the full contract amount (as applicable at the time of cancellation);
- (c) in the period between 6 and 3 months before the start, 65% of the full contract amount (as applicable at the time of cancellation);
- (d) in the period between 3 and 2 months before the start, 75% of the full contract amount (as applicable at the time of cancellation);
- (e) in the period between 2 and 1 month before the start, 85% of the total contract amount (as applicable at the time of cancellation) and
- (f) in the period between 1 month before the start and the starting moment itself, 100% of the entire contract sum (as applicable at the time of cancellation). The contract amount is the contract sum included in the contract plus the corresponding changes.

7.8 Cancellation is not only made when the meeting is cancelled in whole or in part. There is also a cancellation and above when the number of participants more than 10% deviates negatively from the reserved number at the final booking.

7.9 Up to ten working days before the event, the final number of participants can be passed down with a maximum deviation of 10%. This number is then considered as a final number for the final invoice. If the number of participants (with a maximum deviation of 10%) is reduced, the variable cost part will be deducted from the final invoice. If the number of participants on the day of execution exceeds the number passed on, this will be re-billed at the agreed price per person.

7.10 If, at the time of cancellation, the contractor's damage exceeds the cancellation fee as set out in Article 7.5 in these terms and conditions, the Client must reimburse this higher amount to the Contractor.

Article 8. Termination and dissolution

8.1 Without prejudice to the further rights due to the contractor, the Contractor shall be entitled to terminate all or part of the contract without further notice by means of a written declaration if: – The Client is in default in compliance with one or more obligations under the contract; – The client has been declared bankrupt, has applied for (provisional) suspension of payment, the application of the Debt Restructuring Act has come into force on him/her, has shut down his business or has liquidated it, a significant part of his assets are seized or he or his company is transferred to third parties.

8.2 In the case of the separate sale of tickets for packages during special events, the contractor is entitled to terminate the agreement if there are not enough tickets for an arrangement. The number of tickets that are considered 'insufficient' can be determined by contractor. In the event of the cancellation of an arrangement by the contractor, an appropriate alternative arrangement is offered by the contractor or the client can choose to have the amount paid for the tickets refunded to his/her account by the contractor.

8.3 In the event of dissolution, the risk of cases already delivered remains with the Client. The items are then made available to The Contractor and must be picked up by them.

8.4 If, at the time of the dissolution (which is also referred to in this context, the contractor (or a third party enabled by it) has already carried out services under the performance of the contract, such services and the corresponding obligation to pay to the Contractor shall not be the subject of an undo-overture. Amounts invoiced by the Contractor for the dissolution or amounts which the Contractor will still invoice after the dissolution in connection with what it had already carried out or delivered prior to the contract prior to that dissolution shall therefore remain due without prejudice and shall be payable immediately at the time of dissolution.

Article 9. Provisions relating to COVID-19

9.1 As long as measures from the government apply because of COVID-19, BE Agency will do everything possible to ensure that the event takes place within the guidelines of the RIVM. Nevertheless, the client remains ultimately responsible for the compliance of its guests with these RIVM guidelines. BE Agency can never be held liable for COVID 19 consequences incurred during the event

9.2 Organiser communicates in advance about the measures, in which all health rules are discussed.

9.3 Any fines resulting from non-compliance with RIVM guidelines will be on behalf of the client, unless this is due to the promoter's intention or gross negligence.

9.4 In the event that the arrangement cannot proceed due to COVID 19, the organiser offers the following possibilities: – Moving the arrangement within 1 year. Depending on the terms of the suppliers concerned, relocation costs may apply.

– Cancellation of the package at the actual cost incurred at that time, with a minimum of 25% cancellation fee.

9.5 If the client wants to cancel the arrangement while it could go ahead, according to the guidelines, the usual cancellation conditions will apply, see Article 7 of our terms and conditions.

Article 10. Intellectual property rights

10.1 The contractor is or is only entitled to all existing and future rights of intellectual property (including but not limited to copyright) which are based on or arising from works (in any form, including but not limited to elaborate ideas, proposals, designs and concepts)

that Contractor develops and/or has developed in the context of the contract. The client obtains a right of use for the duration of the contract.

10.2 Client guarantees to respect intellectual property rights of third parties. If, by acting and/or failing to act, the Client infringes the intellectual property rights of third parties, the Client Contractor, the employees of Contractor and/or third parties engaged by contractor will be exempted on the first request.

10.3 By making materials or works of any kind available to the Contractor in the context of the contract, the Client gives unconditional permission to the Contractor to use these materials and works in any way, in so far as this is reasonably required for the proper execution of the contract.

10.4 The client and third parties' part of the contract are entitled to make sound, photo and/or image recordings of the contract, unless the Contractor has expressly negotiated otherwise in writing. The sound, photo and/or image recordings may not be used in internal and external communications, forming the contract, which is part of the contract without the prior written consent of the Contractor.

10.5 The Client will respect any rights of third parties to the objects, materials, works, executions, ideas, concepts or methods used in the implementation of the Agreement at all times. Any license fees in this area (further) use of these objects, materials, works, executions, ideas, proposals, concepts or methods, including but not limited to claims of collective collection organisations such as BUMA/STEMRA and SENA, are not included in the Fee, unless expressly agreed otherwise in writing, and are on behalf of the Client.

10.6 Contractor is entitled to make sound, photo and/or image recordings of the assignment, unless the Client has expressly negotiated otherwise in writing. Sound, photo and/or image recordings of the assignment may be used by The Contractor in internal and external communications without prior written consent of the Client, unless otherwise agreed in writing.

Article 11. Processing of personal data

11.1 If the Contractor processes personal data for the benefit of the Client in the implementation of the Agreement, the following conditions apply in addition to the General Conditions of Sale.

11.2 The concepts used in these conditions have the meaning assigned to it by the General Data Protection Regulation (hereinafter referred to as the "GDPR") or which the case-law gives to it.

11.3 When processing personal data, the Client may be considered a controller, or if the Client processes the personal data as a processor for the benefit of a third party. The contractor fulfils the role of processor or sub-processor, depending on the capacity in which the Client processes the personal data.

Article 12. Processing purposes

12.1 Contractor will only allow the processing of personal data to take place in the context of the performance of the Agreement, plus those purposes reasonably related to it or determined with the consent of the data subject.

12.2 Under the Agreement, the Contractor will process all the personal data of all categories of data subjects stored in the implementation of the agreement or which are otherwise provided to The Contractor for processing. If special personal data are processed, the Client must report this to The Contractor in advance and the Parties will assess in consultation whether additional measures should be taken in this context.

12.3 Contractor has no control over the purpose and resources for the processing of personal data. The contractor does not take independent decisions about the receipt and use of the personal data, the provision to third parties and the duration of storage.

12.4 The client is responsible for maintaining a data processing register, as required by the GDPR. The client exempts the Contractor from all claims and claims relating to the non-compliance or non-proper compliance of this obligation.

Article 13. Sharing of responsibility

13.1 For processing personal data, including in any case but not limited to the collection of personal data by the client, processing for purposes not reported to Contractor by the Client, processing by third parties or for other purposes, Contractor is not responsible.

13.2 The client agrees that the content, use and order for the processing of personal data are not unlawful and do not infringe any third-party right. Business-Clients safeguard the Contractor from all claims of third parties arising from the client's failure to comply with the aforementioned guarantee.

13.3 The obligations of the client arising from these conditions also apply to those who process personal data under the authority of the Client, such as employees or third parties engaged by them.

Article 14. Transfer of personal data

14.1 Contractor processes personal data in countries within the European Economic Area. The client authorises the processing of personal data in countries outside the European Economic Area, in compliance with the applicable laws and regulations.

14.2 Contractor will notify the Client on request to which country or countries the personal data will be transmitted.

Article 15. Enabling sub processors

15.1 The Client hereby authorises contractors to engage sub-processors under the Agreement and the personal data processing contained in these terms.

Contractor will inform the Client on request about which sub-processors she hires.

15.2 If the Contractor intends to employ new sub-processors to process personal data, The Contractor will inform the Client in advance. The client then has two weeks to make a

written objection to this intention. If the Client does not object within the said two-week period, the Client is deemed to agree.

15.3 The client will not withhold his consent to engage other sub processors on unreasonable grounds where the contractor shall make an effort to impose at least the same obligations on the sub processor with regard to the processing of personal data as agreed between the client and the contractor.

Article 16. Requests from interested parties

16.1 If a data subject directs a request about his personal data to The Contractor, the Contractor will forward the request to the Client within a reasonable period of time. The contractor may inform the person concerned.

16.2 The contractor will respond directly to the data subject if the contractor is required by law or the contractor has an independent responsibility on the basis of the GDPR.

16.3 The contractor is entitled to charge the client for the costs of answering requests from those concerned.

Article 17 Applicable law and competent court

17.1 All legal relationships between Contractor and Client apply to Dutch law. Only the district court in which (the registered office of) the contractor is situated is competent to take note of disputes between the parties.