

# JungleBookings

## Terms & conditions JungleBookings

### CHAPTER 1: GENERAL

#### Article 1: Definitions

In these general terms and conditions of sale and delivery, the following terms, provided they are written with a capital letter, shall be understood to mean:

**General Terms and Conditions:** these general terms and conditions of sale and delivery.

**Artist:** the (professional) practitioner in the field of art, entertainment, sport, and/or media (such as, but not exclusively, an artist, musician, presenter, (TV) personality) and/or the person who provides technical, productional or artistic assistance to this (professional) practitioner;

**Bureau:** the Contractor (JungleBookings, established at Pletterijstraat 129A in (2515AW) The Hague) of the Client as stated in the Agreement, also the user of these General Terms and Conditions;

**Consumer:** the natural person who does not act in the exercise of his profession or business;

**Supplier:** the person(s) who have undertaken, directly or indirectly, in connection with the Assignment to be performed by the Agency, to provide services and/or make goods available to the Agency, all in the broadest sense of the word, such as, among other things, for venue rental, transport, decoration, lighting, sound, catering and security;

**Offers:** any non-binding written offer from the Agency to award an Assignment and/or provide other services;

**Client:** the Consumer or the legal entity that issues the Assignment to the Agency;

**Assignment:** the by the Client to the Agency assignment which, for example but not exclusively, relates to:

- (1) the organization of performances, shows, presentations, concerts, events, scripts, films, festivities, photoshoots, TV and/or theater shows and/or parts thereof, or the provision of a contribution thereto;
- (2) handling bookings, whether or not within the scope of what is stipulated above under (1);
- (3) the provision of consultancy services;
- (4) the (carrying out of) production of a Production or contributing to a Production;
- (5) the renting out and/or lending of movable property;
- (6) the provision of services in connection with (artist) management, sponsorship, acting, Productions and/or (artistic) productions by third parties.

**Agreement:** the agreement concluded between the Client and the Agency, relating to the Assignment provided to the Agency, including appendices to this Agreement, including the Rider;

**Production:** any recording of (moving or still) images and/or sound and/or any other form of information produced by or on behalf of the Agency pursuant to an Assignment to that effect;

**Parties:** the Agency and the Client jointly;

**Rider(s):** an annex to the Agreement with special additional provisions regarding, among other things, facilities to be made available by the Client to the Artist, which provisions are inextricably linked to the Agreement.

#### Article 2: General

- 2.1 The General Terms and Conditions apply to all Quotations and Agreements, as well as to all other legal relationships between the Parties in this regard.
- 2.2 If the Agreement contains provisions that deviate from the General Terms and Conditions, the provisions of the Agreement shall prevail. In the event of contradictions between the agreement concluded between the Parties and an annex to this agreement (including the Rider), the Agreement shall prevail.
- 2.3 In the event of a conflict between, or ambiguity regarding, translations of the text of the General Terms and Conditions, the text of the General Terms and Conditions drawn up in the Dutch language shall always prevail.
- 2.4 The Agency is authorized to unilaterally amend these General Terms and Conditions and the Rider. In the event of an amendment to the General Terms and Conditions, the Agency shall notify the Client in writing no later than one month prior to the amendment. If the Client is a Consumer and the amendment results in the provision of a performance to the Client that differs substantially from the agreed performance, the Client is entitled to dissolve the Agreement as of the date on which the amended terms and conditions enter into force.
- 2.5 Deviations from and additions to the General Terms and Conditions and/or the Agreement are only valid if agreed upon in writing.
- 2.6 If any provision of these General Terms and Conditions or of the underlying Assignment/Agreement is wholly or partially void

and/or invalid and/or unenforceable, whether as a result of any statutory provision, judicial decision, or otherwise, this shall have no effect whatsoever on the validity of the other provisions of these General Terms and Conditions or the underlying Assignment/Agreement. The provision or part thereof that cannot be invoked shall be deemed to have been modified in such a way that it can be invoked, while maintaining the intention of the parties with regard to the original provision or part thereof as much as possible.

- 2.7 Provisions in the Assignment that, expressly or by their nature, are intended to remain in force after the completion or termination of the Assignment, shall remain in force after completion or termination, including Article 9 (Liability), Article 15 (Intellectual Property), Article 16 (Penalty Clause), Article 17 (Duty to File a Complaint), Article 18 (Force Majeure), and Article 19 (Confidentiality) of these General Terms and Conditions.

### **Article 3: Formation of Agreements**

- 3.1 All offers, including those in Quotations, are made in writing and are without obligation. As long as no Agreement has been concluded (see Article 3.3 below), the Agency may at any time revoke the offer or Quotation or decide not to enter into an agreement.
- 3.2 Unless the Quotation states otherwise, the Quotation has a validity period of 7 (seven) days. After the expiry of this period, a new Quotation must be requested and the price may have changed.
- 3.3 The Agreement is concluded:
- a. after both the Client and the Agency have signed the Agreement, or;
  - b. after the Client has signed and returned the written order confirmation from the Agency or has otherwise confirmed in writing (this also includes by e-mail) that it agrees to the Agreement; or
  - c. as soon as the Agency has commenced the execution of the Assignment.
- 3.4 The Client shall provide the Agency with (a) all

Agency and (b) all other data, information and documents that may be of importance for the preparation and execution of any Agreement to be concluded, in full and correctly, so that the Agency can make a suitable offer. If it appears that such data, information and documents have not been provided in full or correctly by the Client, the Client shall be in default without any further notice of default and the Agency shall be entitled, at its own discretion, to dissolve the Agreement with immediate effect by means of a letter or e-mail or to immediately terminate or suspend the provision of the services, always without prejudice to the Client's obligation to compensate the Agency for the full damages.

### **Article 4: Prices**

- 4.1 The prices for the Assignment are the prices as stated in the Quotation, unless otherwise agreed.
- 4.2 All prices are in euros, excluding VAT, other government levies, and fees payable to rights organizations such as Buma/Stemra and Sena, unless expressly stated otherwise.
- 4.3 All prices are based on the circumstances at the time the Agreement is concluded. If these circumstances (including, but not limited to: fiscal burdens, taxes, currency and exchange rate fluctuations) change subsequently, or if it subsequently appears that the Client has not provided the information completely and/or correctly, the Agency is entitled to pass on these changes to the Client. The Agency shall notify the Client of any change to the agreed fee(s) in writing, stating the additional costs. This does not affect Article 3.4.

### **Article 5: Invoicing and payment**

- 5.1 Unless otherwise agreed in writing prior to the execution of the Assignment, payment by the Client shall be made within 14 (fourteen) days after the invoice date.
- 5.2 If the Client fails to pay one or more invoices on time, the Client shall be in default immediately and without further notice of default.
- 5.3 The Agency's claim for payment by the Client of the entire contract sum is immediately due and payable as soon as:
- a. a payment term has been exceeded;

- b. the Client has gone bankrupt or a request to that effect is filed or a suspension of payments has been applied for;
  - c. attachment is or has been levied on assets or claims of the Client;
  - d. the Client (company) is dissolved or liquidated;
  - e. the Client (natural person) requests admission to judicial debt restructuring, is placed under guardianship, or dies.
- 5.4 In the event that the Client, other than a Consumer, fails to fulfill its (payment) obligations under the Agreement or these General Terms and Conditions, all judicial and extrajudicial costs incurred by the Agency as a result shall be borne by the Client. If the Client is a Consumer, the extrajudicial collection costs shall be charged in accordance with the scale of the Act on the Standardization of Extrajudicial Collection Costs and the associated Decree.
- 5.5 If the Agreement has been concluded with multiple Clients, each of the Clients is jointly and severally liable for the payment of all amounts due under and arising therefrom pursuant to the Agreement.
- 5.6 Complaints regarding the amount of the invoice must be submitted in writing and directly to the Agency within seven (7) days after the date of dispatch of the invoice, failing which the Client's right to complain will lapse.
- 5.7 The Client, other than a Consumer, is not permitted to suspend its payment obligations or to set off its claims against the Agency.
- 5.8 The Agency is at all times entitled – even after it has already performed an Agreement in whole or in part – to require full or partial prepayment of the agreed sum from the Client. In addition, the Client is obliged, upon the Agency's first request, to provide security for payment deemed sufficient by the Agency for the fulfillment of (further) payment obligations. If the Client fails to comply with this within the period stipulated by the Agency, the Client shall be immediately in default. As long as the required prepayment has not been made or the required security has not been provided, the Agency is not obliged to perform the Agreement (further). In that case, the Client remains obliged to pay the total contract sum to the Agency.

**Article 6: Amendment, cancellation and substitution**

- 6.1 If, after the conclusion of the Agreement but before the Assignment is actually executed, the Client wishes to make changes to the Agreement regarding (the execution of) the Assignment, the

Client must notify the Agency of these changes in writing. These changes shall only take effect once they have been accepted in writing by the Agency. Any costs associated with the changes desired by the Client shall be borne by the Client.

- 6.2 During the execution of the Assignment, changes are only possible if requested by a person authorized to represent the Client and subsequently accepted by the Agency. Requests from employees of the Client will not be processed unless ratified by a person authorized to represent the Client. The Client may not invoke this article to the detriment of the Agency if a request is made by a person of the Client whom the Agency could reasonably expect to have the authority to represent (semblance of representation). Any costs associated with change(s) accepted by the Agency shall be borne by the Client.
- 6.3 If an amendment to the Agreement results in an agreed delivery period being exceeded, this period shall be extended indefinitely, unless otherwise agreed in writing. Such exceeding and the associated costs and damages shall be solely for the account and risk of the Client.
- 6.4 The Client is entitled to cancel the Agreement. In that case, however, the Client is obliged to pay 100% of the contract sum. If the Client is a Consumer, the Client shall in any event pay a reasonable portion of the remuneration (the contract sum) equal to the contract sum(s) that the Agency owes to its suppliers in connection with the Assignment.
- 6.5 The Agency has the right to either cancel the performance and/or the event or, in consultation with the Client, reschedule the performance and/or event to another date if, on the day of the performance and/or the event, the Artist is engaged in radio, television, film, or sound recordings, or if the Artist is staying abroad for a foreign tour as a result of contractual obligations, without the Agency and/or the Artist being liable for damages to the Client in that case.
- 6.6 In the event that a situation arises as described above in 6.5 of these General Terms and Conditions, or if the Artist concerned is unable to perform due to force majeure (see Article 18), the Agency has the right, but not the obligation, to replace the performance in question with another equivalent Artist in consultation with the Client, whereby any reasonable additional costs incurred shall be borne by the Client. The Client has the right to reject an alternative Artist and to dissolve the Agreement without being liable for damages, unless it concerns merely a change in the

composition of the Artist's act (for example, a change in the composition of the band). In the latter case, the Client does not have the right to dissolve the Agreement with the Agency (partially) or otherwise terminate it.

#### **Article 7: Termination and suspension**

- 7.1 The Agency is entitled to terminate the Agreement, in whole or in part, without the need for further notice of default or judicial intervention, or, at its own discretion, to suspend further performance of the Agreement, if:
- a. the Client is in default with the performance of any obligation arising from the Agreement and/or these General Terms and Conditions (including but not limited to the obligation to provide accurate and complete information pursuant to Article 3.4 and the payment obligation pursuant to Article 5); or
  - b. after the conclusion of the Agreement, information has come to the Agency's attention which gives the Agency good grounds to fear that the Client cannot or will not fulfill its obligations; or
  - c. the Client is declared bankrupt and/or an application for bankruptcy is initiated; or
  - d. Client applies for a suspension of payments; or
  - and. the Client is placed under guardianship or dies; or
  - f. the legal entity of the Client is dissolved or the business of the Client is liquidated.
- 7.2 In the event of termination based on one of the aforementioned cases, the Agency's claim for payment of the agreed contract sum by the Client shall become immediately due and payable, without prejudice to the Agency's right to claim full compensation for damages.

#### **Article 8: Delivery and risk**

- 8.1 The Client declares that the Artist's performance and the event take place entirely at the Client's expense and risk.
- 8.2 The delivery periods stated in Quotations, order confirmations, and/or Agreements are approximate and therefore not binding and do not bind the Agency, unless expressly agreed otherwise in writing.
- 8.3 The delivery periods shall commence only at the moment of the conclusion of the Agreement, or, if later, upon receipt of all necessary data, information, and documents as referred to in Article 3.4 of these General Terms and Conditions or upon receipt of the agreed remuneration.
- 8.4 The Client must notify the Agency in writing of

default if the delivery deadlines are exceeded.

- 8.5 If the Client fails to take delivery of the goods or services delivered or to be delivered by the Agency, or fails to do so in a timely manner, this shall be at the expense and risk of the Client.
- 8.6 If the Client raises no objection upon delivery, the Client shall be deemed to have approved the delivered goods and the delivery shall be deemed to have taken place. The Client may not subsequently complain about defects that were apparent at the time of delivery (for example, if an Artist started later than agreed).
- 8.7 The Client is not permitted to use the delivered goods for purposes other than those for which they are intended under the Agreement.

#### **Article 9: Liability**

- 9.1 The Agency is liable only for direct damage suffered by the Client arising during or in connection with the performance of the Agreement and to the extent that the damage is not attributable to the actions of the Client, including incorrect or incompetent use of goods made available by the Agency. The total liability of the Agency is limited to compensation of no more than the invoice value of the performance that gave rise to the damage, without prejudice to the provisions set forth hereinafter in this Article 9.
- 9.2 The Agency shall never be liable for indirect damage suffered by the Client. Indirect damage includes, but is not limited to, consequential damage, lost profits, diminished goodwill, incurred losses, as well as missed assignments and lost savings, and damage due to production or business interruptions or stagnation.
- 9.3 The Agency is not liable for damage suffered by the Client as a result of loss, theft, and/or damage to property belonging to the Client or third parties.
- 9.4 The Agency is not liable to the Client for damage caused by its subordinates and/or third parties engaged in the performance of the Agreement for whom it is liable under the law. The Agency is not liable for damage suffered by the Client in connection with the mediation services as referred to in Article 13.2.
- 9.5 If the Agreement is to be performed by the Agency in or at a location that is not made available by the Agency or a third party contracted by the Agency, or that does not meet the required conditions agreed upon between the Parties, the Agency shall not be liable in any way if the location in question is not actually available, without prejudice to the Agency's right to demand performance of the Agreement.

- 9.6 The Agency is, subject to the other provisions of this article and unless default has occurred by operation of law, liable solely if the Client promptly and properly notifies the Agency in writing of the default, granting a reasonable period for remedying the non-performance or improper performance, and the Agency continues to be in attributable default in the performance of its obligations even after such period. The notice of default must contain as detailed a description as possible of the non-performance or improper performance, so that the Agency is able to respond adequately.
- 9.7 The Client is liable for any damage, regardless of the cause, caused on the occasion of or in connection with the Artist's performance and the event by visitors to the performance and the event, or by employees or other contractors of the Client, or by third parties engaged by the Client. This includes damage to (i) the Client, (other) visitors or contractors of the Client, or by third parties engaged by the Client, or their property, or to (ii) the Agency, the Artist, their employees or contractors, or their property, or to (iii) the venue (and accessories) of the performance or the event and all (other) goods located at the venue in connection with the performance and the event.
- 9.8 The Client indemnifies the Agency against all claims by third parties regarding the goods supplied or services rendered to the Client by the Agency or by third parties engaged by it, regardless of the cause or time at which such damage was suffered. The Client shall compensate the Agency for any damage, including all legal costs incurred by the Agency, that may result from any claim by third parties. This also applies if the Artist or their staff makes photo, sound, or film recordings. In that case, the Client indemnifies the Agency against any damage arising therefrom.
- 9.9 If the Agency is nevertheless liable, without prejudice to the provisions of the preceding clauses, for example because the Client is a Consumer and the Agency has been unable to demonstrate that reliance on the limitations of liability in this article is justified in relation to the Consumer, it shall be liable only up to a maximum of the amount paid out under its liability insurance in the case in question, less the amount of the deductible.

#### **Article 10: Event Insurance**

- 10.1 The Client may take out event insurance for the event that is the subject of the Agreement. This insurance provides coverage for various risks and

calamities that may hinder or impede the taking place of an event.

- 10.2 The Agency is not obliged to inform the Client of the existence of the insurance or to actively offer the insurance to the Client – that is to say, in the phase prior to the conclusion of the Agreement.

#### **Article 11: Obligations of the Client**

- 11.1 Without prejudice to the obligation to provide information for the purpose of making a suitable Quotation pursuant to Article 3.4, the Client shall provide the Agency in writing with all information required for the performance and/or the event, such as directions, name and telephone number of the local contact person, no later than two (2) weeks prior to the Artist's performance and/or the event. The Agency will endeavor to make the Riders, other relevant information and documentation available to the Client as soon as possible. The Agency shall not be liable for the failure to make said information available (in a timely manner) or for any inaccuracy or incompleteness of said information.
- 11.2 The Client is obliged towards the Agency to fully comply with all obligations and instructions issued by government authorities and by the Agency, which relate to any activity of the Client within the framework of an Assignment.
- 11.3 The Client is obliged to possess all permits required with respect to the Client's activities in connection with which the Agency executes the Assignment and the use of what the Agency supplies. Upon the Agency's first request, the Client shall provide the Agency with access to said permits and all (possibly additional) relevant permit conditions and/or make a copy thereof available to the Agency.
- 11.4 The Client is obliged to obtain permission from the rights holders for the use, reproduction, or public performance of musical works, audiovisual works, and other copyright-protected works, or to contract with collective rights organizations such as Buma/Stemra and Sena, or to pay the remuneration required by them.
- 11.5 The Client guarantees that it is acting as the organizer of the Artist's performance and/or the event and is obliged to act as such towards the landlord/owner of the venue for the Artist's performance and/or the event.
- 11.6 The Client is obliged to fully comply with the Rider(s) in connection with the Artist's performance and the event, at its own expense and risk and without incurring any further costs for the Agency.
- 11.7 The Client is obliged to take out adequate liability

insurance and shall provide access to the policy and the policy conditions upon first request.

- 11.8 The Client is obliged to take out adequate insurance against the Client's legal liability for the benefit of the Artist and the Artist's musical, technical, and organizational support staff. If the Client is an association or foundation, it is obliged to take out adequate directors' and officers' liability insurance for the benefit of its board members and those acting on behalf of or at the instruction of the board.
- 11.9 The Client is not entitled to transfer its obligations and/or rights under the Agreement, in whole or in part, to third parties.
- 11.10 If the Client fails to fulfill any obligation, as described above, or fails to do so properly, the Client shall be in default without any further notice of default, and the Agency shall be entitled to dissolve the Agreement with immediate effect and to immediately terminate or suspend its activities or services, without prejudice to the Client's obligation to pay the Agency the agreed fee and the Agency's damages in full.

#### **Article 12: Nature of event, artist performances**

- 12.1 The Client declares to be fully aware of the nature of the performance to be provided by the Artist and the Client accepts that the substantive composition of the performance and its presentation are determined entirely by the Artist. The Artist may produce the sound volume he deems necessary in the interest of the performance. If the applicable permits contain articles regarding sound limits, the Client must notify the Agency of this in writing in a timely manner, preferably at the time of awarding the contract. The Client shall endeavor to arrange for an exemption from said sound limits.
- 12.2 If the Parties agree on a "private" performance by the Artist or a "private" event, the Client is solely entitled to invite a specifically defined target group. The Client is not permitted to sell tickets for this or otherwise grant access for payment to parties/visitors outside the target group. Nor is the Client permitted to give any form of publicity to the performance or event, including linking it to a brand via loyalty programs and the like.

#### **Article 13: Involvement of third parties**

- 13.1 The Agency is entitled to subcontract the execution of the Assignment, in whole or in part, to one or more third parties.
- 13.2 The Agency may also act as an intermediary between the Client and a third party with the aim

of bringing about an agreement between the Client and a third party, pursuant to which, for example, the Client books an Artist with that third party. In that case, no agreement is concluded between the Agency and the third party.

#### **Article 14: Sponsorship**

- 14.1 The Artist's performance and the event, as well as the publicity regarding them, shall not be sponsored by or associated with any product or company without the written permission of the Agency. The Artist is not obliged to participate in any promotional appearance or interview whatsoever without prior written permission from the Agency.

#### **Article 15: (Intellectual) Property**

- 15.1 The copyright and other intellectual property rights to offers, Quotations, documentation, designs, concepts, recordings, and any other goods realized for the Client, including any data or software supplied to the Client, shall at all times remain vested in the Agency or its licensors. The Client is not entitled, except with the express written permission of the Agency, to use, reproduce, or make public said materials, other than as expressly permitted by the Agency in the Agreement.
- 15.2 Ownership of any goods made available to the Client, whether or not within the framework of usage rights granted to the Client, shall at all times remain with the Agency. The Client is entitled to dispose of the goods within the scope of its normal business operations under the agreement. The Client is not permitted to establish (or have established) security rights on the goods made available.
- 15.3 If the Client fails to fulfill its payment obligations towards the Agency, the Agency is irrevocably authorized, without the need for a notice of default, to retrieve the goods made available from the location where they are situated, at the Client's expense. The Client is obliged to provide the Agency with all cooperation should the latter exercise the aforementioned right. All costs associated with this shall be borne by the Client.

#### **Article 16: Penalty Clause**

- 16.1 In the event of a breach of any obligation of the Client pursuant to the provisions of Articles 8, 11, 15 and 19, the Client (not being a Consumer) shall owe the Agency, without any notice of default being required, an amount of € 10,000 (ten thousand euros) for each breach and an amount of € 1,000 (one thousand euros) per day or part of a

- day that such breach continues, without prejudice to the Agency's right to full compensation.
- 16.2 The Client is not entitled, unless otherwise agreed in writing, to use the (artist) name, trademarks, logos and images of the Artist for any purpose other than for the announcement of the Artist's performance and/or event. In all cases, these announcements must be removed no later than one (1) week after the Artist's performance and/or event.
- 16.3 The Client is not permitted, without the written permission of the Agency, to refer to the Agency in any way or to make use of the logo, name and/or corporate identity of the Agency.

#### **Article 17: Duty to complain**

- 17.1 In addition to the obligations under Articles 5.6 and 8.6, the Client is obliged to notify the Agency in writing of any complaint regarding the performance of the Agreement or any failure on the part of the Agency or alleged damage within seven (7) days after discovering or reasonably having been able to discover the complaint, failure or damage. If the Client fails to do so, the Agency shall be deemed to have fulfilled its obligations.

#### **Article 18: Force Majeure**

- 18.1 Force majeure on the part of the Agency exists if the Agency is prevented from fulfilling its obligations under the Agreement as a result of circumstances arising outside the fault or risk sphere of the Agency, even if these were already foreseeable at the time the Agreement was concluded. Force majeure includes, but is not limited to: attributable and non-attributable shortcomings of suppliers of the Agency and persons whom the Agency makes use of in the execution of the Agreement, such as the Artist, other auxiliary persons, and contractors of the Agency; as well as strikes, lockouts, occupation of premises, incapacity for work resulting from illness or an accident of the Artist, death of a first- or second-degree relative of the Artist, other situations preventing the Artist from being at the location of the event/performance (including extreme weather conditions), the temporary or permanent disintegration of (the group of) the Artist, import, export and/or transit bans, transport problems, machine breakdown, traffic disruptions, power outages, delivery problems, changed laws and regulations, government measures, terrorism (or threat of terrorism), production disruptions, extreme weather conditions, frost, natural disasters, war and/or threat of war, fire, water

- damage, pandemic, epidemic, civil war, riots, revolution, civil unrest, disruptions in the supply of energy, water and (tele)communication services at the Agency's premises and any act or omission of the operator of the venue where the Artist will perform that prevents the Agency from fulfilling its obligations (in a timely manner).
- 18.2 As soon as a circumstance as referred to in paragraph 1 of this article occurs or threatens to occur, the Agency shall inform the Client thereof as soon as possible, but no later than within 72 hours, stating the expected consequences of that circumstance for the fulfillment of its obligations.
- 18.3 In the event of force majeure on the part of the Agency, the Agency shall be released from its obligation to perform the Agreement for as long as the relevant situation of force majeure persists. If the period of force majeure lasts longer than two months and performance of the obligations under the Agreement by the Agency is not possible after the expiration of that period, the Parties shall be entitled to dissolve the Agreement, without any obligation on the part of the Agency to pay compensation in that case.
- 18.4 If, upon the commencement of the period of force majeure, the Agency has already partially fulfilled its obligations under the Agreement or can only partially fulfill its obligations, it is entitled to invoice the part already delivered or the deliverable part separately, and the Client is obliged to pay this invoice.

#### **Article 19: Confidentiality**

- 19.1 The Client is bound to absolute confidentiality regarding all data, information, and documents received from the Agency in the context of the execution of the Agreement. The Client may only disclose and/or reproduce this data, information, and documents after obtaining prior written consent from the Agency. This provision shall not apply if the Client is required to disclose pursuant to a statutory duty or a court order. The Client shall notify the Agency of this without delay.
- 19.2 The Client shall also impose the obligation referred to in paragraph 1, if applicable, on its employees or other involved third parties, whereby the Client guarantees to the Agency compliance with that duty of confidentiality by the involved parties.

#### **Article 20: Consumer Right of Withdrawal**

- 20.1 A Consumer with whom an agreement is concluded by means of distance communication, such as by telephone or via the internet (hereinafter: "Distance Sale"), has a cooling-off period of 14

(fourteen) calendar days during which he/she may revoke (dissolve) the Agreement, unless the right of withdrawal does not apply pursuant to law. After the expiry of the cooling-off period, the right of withdrawal no longer applies.

- 20.2 Termination entails that ordered services no longer need to be purchased, after which the Consumer receives back the amounts already paid (or a portion thereof if the Agency has already commenced performance with the Consumer's consent).
- 20.3 The cooling-off period referred to in paragraph 1 for services commences on the day the Agreement is concluded or the Consumer has (digitally) confirmed that they wish to purchase the services.
- 20.4 If the Consumer wishes to exercise his right of withdrawal, he must notify the Agency within the cooling-off period by completing the form specified for that purpose in the Agreement and sending it to the Agency, or by notifying the Agency in another unambiguous written manner. The risk and burden of proof for the proper and timely exercise of the right of withdrawal lies with the Consumer.
- 20.5 The Office has the right to withhold reimbursement until it has determined the relevant stage of withdrawal.
- 20.6 If the Consumer has expressly requested the Agency to fulfill the Agreement within the withdrawal period, the Consumer waives the right of withdrawal.

#### **Article 21: Applicable law and competent court**

- 21.1 The Agreement is governed by Dutch law.
- 21.2 All disputes between the Parties shall be settled exclusively by the competent court in the district where the Agency is established, to the exclusion of any other court, unless the Client is a Consumer, in which case the provisions of the Code of Civil Procedure regarding the determination of the competent court shall apply.

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