

GENERAL TERMS AND CONDITIONS

cadans

General provisions

Article 1 - Definitions

- **Services:** the services to be performed by or on behalf of cadans for the benefit of the Client against proper payment on the basis of the Engagement, whether or not by hiring third parties who contract, directly and after brokerage by cadans, in the context of logistical advancing, technical & production coordination, hospitality, financial management for artists, promoters, events and the like and/or related services, as determined further in the Engagement accepted by cadans, including conducting negotiations, representation in and concluding of agreements with third parties on behalf and in the name of the Client.
- **cadans:** one-man company cadans, organized under the laws of the Netherlands, having its place of business in Amsterdam at Maassluisstraat 100E, 1062GE (Chamber of commerce registration number 99335344) or, where relevant, an undertaking related to it, as also mentioned as a party in the Agreement.
- **Expenses:** any costs or expenses, of any nature whatsoever, incurred by cadans, for the benefit of the performance of the Engagement and, where appropriate, approved by the Client.
- **Engagement:** the engagement of cadans under an Agreement to carry out the activities and/or deliver the Products and/or Services for Client as defined in the Engagement, including any relevant appendices.
- **Client:** the natural or legal person and/or undertaking/entity who enters into an Agreement with cadans in the capacity of Client, for the performance by or on behalf of cadans of an Engagement.
- **Agreement:** the agreement for the provision of Products and/or Services between cadans and the Client, regardless of the form (verbal or written), in which a proposal by cadans regarding an Engagement has been accepted by the Client.
- **Products:** the goods or property rights that cadans shall deliver to the Client against payment under an Engagement in the field of providing or arranging for the provision of logistical advancing, technical & production coordination, hospitality, financial management for artists or events and/or related services.
- **Fee:** the monetary fee that cadans receives from the Client for the performance of the Engagement as agreed upon in the Agreement.

Article 2 - Applicability of general terms and conditions

- 2.1 These general terms and conditions inextricably form an integral part of the Agreement.
- 2.2 In case of potential discrepancies, the provisions set forth in the Agreement (including appendices) shall prevail over the provisions set forth in these general terms and conditions.
- 2.3 These general terms and conditions are applicable to any and all proposals of cadans and to any and all Engagements and/or Agreements with and/or activities performed for and/or Products and/or Services delivered by or on behalf of cadans to Client in the broadest sense of the word, unless expressly stipulated otherwise by and between the Parties in writing. The Client expressly also accepts the applicability of these general

terms and conditions with regard to later Engagements for and proposals of cadans.

- 2.4 The applicability of general terms and conditions, by any name whatsoever, of the Client, is expressly rejected.
- 2.5 cadans is entitled to unilaterally amend these general terms and conditions, either in whole or in part at any time. cadans shall timely inform the Client of a change of its general terms and conditions. In case of material amendments or in case the Client believes an amendment is contrary to reasonableness and fairness, Client must notify cadans thereof within 5 (five) working days after the notification from cadans in writing (email shall suffice), failing which the Client is deemed to have irrevocably accepted the amendment(s) and new general terms and conditions.
- 2.6 Provisions laid down in these general terms and conditions that are, due to their nature, meant to also continue after the end of the Agreement and/or the Engagement retain their effect thereafter. These provisions in any case include guarantees, indemnifications, liability, confidentiality, intellectual property, choice of law and choice of forum. Termination of the Agreement and/or the Engagement, for any reason whatsoever, shall not affect these provisions.

Article 3 - Conclusion of the Agreement and/or the Engagement

- 3.1 Proposals of cadans are strictly confidential and are not binding, unless expressly stipulated otherwise in writing.
- 3.2 The Client shall in a complete and correct manner make available to cadans any and all data, information and documents (i) requested by cadans and/or (ii) that may bear relevance to the preparation and performance of the Engagement on the basis of which cadans shall issue a proposal and/or in case of an Agreement and/or Engagement shall carry out its Services. If the said data, information and documents appear incomplete and/or incorrect, cadans cannot be held liable for any defaults in performance of his Services and the Client shall without any further prior notice, be in default and liable for any related damages and cadans shall be entitled to – at its sole discretion – rescind the agreement with immediate effect and/or to immediately terminate its activities, or to suspend its activities, always without prejudice to the obligation of the Client to pay the stipulated Fee to cadans in full. An Agreement and/or an Engagement is concluded after a proposal of cadans has unconditionally been confirmed in writing and reconfirmed by cadans in writing.
- 3.3 cadans is entitled at any time to terminate or postpone negotiations about a yet to be concluded Engagement, without any obligation of cadans to negotiate further or to pay any compensation for potential expenses and damages of the Client, regardless of the origin of the said damages or the manner in which the said damages arose.

Article 4 – Client obligations

- 4.1 The Client shall fully enable cadans to properly perform its activities, in accordance with instructions and/or requirements as notified to Client by cadans.
- 4.2 The Client is obliged towards cadans to comply in full with any and all official obligations and instructions that are related to any activity of the Client. The Client guarantees to cadans to have any and all permits, visas and exemptions that are required with regard to (the result of) the Engagement and the Client shall, if so requested, immediately provide cadans insight into the said permits, visas and any and all (potential supplementary)

permit conditions in connection therewith and/or make a copy available to cadans.

- 4.3 The Client shall always immediately provide cadans, in the manner as indicated by cadans, complete insight into any arrangement the Client has agreed on with official authorities and/or any institution and/or third party in connection with the performance and the result of the Engagement. In this respect, the Client shall always immediately inform the relevant third parties, e.g. official authorities, local authorities, suppliers, sub-contractors, participants, owners, managers, private individuals, visitors and employees, of the activities and authorities of cadans.
- 4.4 With regard to (the result of) the Engagement, the Client shall not award (have awarded) any Engagement to a third party to perform (have performed) activities that are identical or similar to those of cadans or to tolerate (have tolerated) the said activities, unless with prior explicit written consent of cadans.
- 4.5 If the Client does not, or not properly, comply with any obligation as described above, then the Client shall be in default without any further notice of default and cadans shall be entitled to terminate or rescind the Agreement and/or the Engagement with immediate effect and/or to terminate its activities with immediate effect or to suspend the activities, without prejudice to the obligation of the Client to pay the stipulated Fee and Expenses to cadans in full.
- 4.6 The Client shall refrain from initiating or maintaining any business relationship with business contacts of cadans outside the scope of the Agreement or Engagement, without the prior written consent of cadans.
- 4.7 The Client is obliged to treat objects, items, and information belonging to or originating from cadans that it has in its possession in the context of the performance of the Engagement or Agreement with due care. During the term of the Engagement or Agreement, the Client bears the risk and must take out adequate insurance and remain insured against loss, damage, destruction, disappearance, or theft. The Client shall ensure that any third parties involved at its request in the performance of the delivery of Products and/or Services also handle such objects, items, and information belonging to or originating from cadans with due care and shall be responsible for the conduct of these third parties.

Article 5 - Fee, Expenses and payment

- 5.1 All Fees and Expenses are subject to material changes in and/or additions to the activities under an Engagement, for which cadans may charge additional or different fees in accordance with the provisions of Article 6 of these general terms and conditions. cadans shall in no instance advance any external costs, including for example but not limited to costs for flights, visa and/or accommodation. Where specific software subscriptions, user licences, platform access, devices or other tools (including temporary rentals) are required exclusively for the Engagement or at Client's request, Client shall procure and pay for such items directly. If, in deviation from the foregoing, cadans temporarily advances such costs, they qualify as Expenses and are rechargeable to Client at cost (plus any agreed administration fee) against proof of payment. Any related set-up, integration or configuration time constitutes billable Services at the agreed rates.
- 5.2 Any and all Fees and Expenses are exclusive of VAT and other duties that are or may be officially imposed.

- 5.3 The Fee(s) and Expenses must be paid prior to the preparation and performance of the activities and/or delivery of Products and/or Services as stipulated by and between the parties in the Agreement, or at the latest in the following instalments: 50% one month before the commencement of the activities under the Engagement and the remaining 50% within 14 days upon delivery of the agreed Product(s) and/or Service(s). Client is not entitled to any discounts, suspensions, or setting-off of payments due under the Agreement.
- 5.4 If the Client does not pay the Fee(s) and Expenses on time, then the Client shall be in default by operation of law and shall be liable to also pay the relevant statutory interest and any added administration costs to cadans on the payable amount per month or part of a month.
- 5.5 If the Client fails to pay the Fee(s) and Expenses due, then cadans is entitled to outsource its claim for collection, and any and all associated costs, determined on the basis of the applicable legislation and regulations and with a minimum of € 500,- (exclusive of VAT), must also be paid to cadans by the Client.

Article 6 – Performance and amendments

- 6.1 cadans will perform his obligations under an Engagement to the best of his ability and with reasonable effort, as may be expected of a proper contractor. However, cadans does not guarantee any specific results, including but not limited to visa applications. cadans performs the Services as an independent professional and retains discretion to determine the manner, means, sequence and timing of performance (including working hours and place of work), subject only to any reasonable milestones or deadlines agreed in the Engagement. cadans does not guarantee 24/7 availability or any service level guarantees. cadans will use reasonable efforts to respond to urgent matters notified as such during working hours and may charge additional Fees for out-of-hours work if expressly agreed.
- 6.2 The Client is aware of the fact that cadans may hire third parties for the performance of (parts of) the Engagement, including but not limited to (air or ground) transportation, immigration, accommodation and/or local logistics and cadans shall at all times be entitled to conduct negotiations, represent and conclude agreements with third parties on behalf and in the name of the Client. Such third parties carry out the relevant performance under their own applicable terms and conditions, which the Client accepts and shall comply with. In case of conflict between such third-party terms and these general terms and conditions, the third-party terms shall prevail solely for the respective third-party services. Any resulting additional costs shall be for Client's account. cadans is not liable for the performance, non-performance or results, of such agreements between the Client and such third parties such as but not limited to cancellation, delay, overbooking, schedule changes, strikes, traffic, route choices, weather, security and/or policy changes (including visa/entry policies) or other external events, nor for any costs or damages arising therefrom (including costs for rebooking, fare differences and/or accommodation), which remain for Client's account, unless caused by cadans' intent or gross negligence and Client hereby explicitly indemnifies cadans for any liability, loss or damage in this respect. Client's sole remedy is reasonable rescheduling assistance by cadans (subject to availability and additional costs for Client's account).
- 6.3 cadans is entitled to outsource all or part of the performance of his activities under an Engagement to a third party, whether or not due to illness or vacation of cadans himself, with the understanding that this cannot lead to a result where the Client receives a performance that is essentially different from the agreed performance.

- 6.4 cadans uses its own software, systems, hardware, equipment and workflows to deliver the Services. If Client requires cadans to use other, Client-owned and/or third-party software, systems, hardware, equipment or devices, this must be explicitly agreed in writing and subject to, where relevant, Client providing secure, fit-for-purpose access; any resulting delays or constraints shall be at Client's risk.
- 6.5 If proper performance of the activities of cadans renders this necessary in connection with (the result of) the Engagement, at the sole discretion of cadans, then cadans shall be entitled to, after prior consultation with the Client, change or modify (have changed or modified) the stipulated activities, or in case of substantial changes or modifications at the sole discretion of cadans, to immediately terminate the Agreement and/or Engagement without any obligation of cadans to pay any compensation for potential expenses and damages of the Client. If a fixed Fee was stipulated for these activities of cadans under the Engagement, then each and every relevant modification of activities exceeding 5% (five per cent) of the agreed Fee shall require the prior written consent of the Client within the timeframe notified by cadans, which consent is not to be unreasonably withheld, conditioned or delayed. If consent or refusal is not received within the notified timeframe, or at the latest within 5 (five) weekdays, the price modifications shall be deemed to have been approved by Client. The Client shall pay any relevant costs and/or Expenses of cadans related to such modified or additional activities.
- 6.6 If cadans is, within the context of the performance of the Engagement, responsible for the transport of persons and/or goods via third parties, e.g. an airline organisation or transport or haulage undertaking, then the general terms and conditions applied by the said third party (third parties) shall also apply to the Agreement and/or the Engagement. The Client hereby accepts the applicability of the said general terms and conditions. The Client is responsible for any relevant insurance or additional costs for such transportation.
- 6.7 The timeframes of and/or deadlines for the result of the Engagement communicated to cadans by the Client are never fatal. If, during the preparation or performance of (the result of) the Engagement, the Client requests amended timeframes of and/or deadlines, then cadans is entitled to, at its sole discretion, refuse the said request, (in case of substantial amendments) immediately terminate the Agreement and/or Engagement without any obligation of cadans to pay any compensation for potential expenses and damages of the Client or to accept the request as a modification to the Engagement and charge additional or amended Fees and/or Expenses.
- 6.8 Any request, change or instruction relating to time-critical (parts of) activities to be carried out by cadans under the Engagement within the period of 24 (twenty-four) hours prior to the relevant activity (such as travel, check-in, performance or other time-critical milestone) will be carried out by cadans on a reasonable-efforts basis only. Client acknowledges that such activities may involve reduced verification steps and may result in additional costs and/or suboptimal routing or timing. cadans shall not be liable for any delays, missed connections, late arrivals or no-shows relating to such request, change or instruction relating to time-critical (parts of) activities, nor for any consequential or indirect losses (including lost artist fees, penalties or cancellation charges), except in case of intent or gross negligence by cadans.

Article 7 – Ownership and intellectual property

- 7.1 cadans reserves the title, ownership and all rights and interest to the Products, Services and goods potentially delivered or to be delivered by cadans until all outstanding

payments, on any account whatsoever, shall have been paid by the Client to cadans. Unless the Parties stipulate otherwise in the Agreement, the title, ownership and all rights and interest to the Products, Services and goods potentially made available to the Client, whether or not in the context of user rights granted thereto, shall always remain vested in cadans.

- 7.2 All intellectual and industrial property rights and/or other exclusive exploitation rights, of any nature whatsoever, with regard to (parts of) objects, creations, distinguishing signs, tools, goods and/or items, of whatever nature and in whatever form, which are created during the execution of the Engagement by or on behalf of cadans and which are not already vested in cadans by operation of law, contractually inure, in an exclusive and undivided manner, to cadans. The Client shall respect these rights of cadans at all times. If and to the extent required by law, the Client hereby transfers, in advance, now for then, fully and without any reservation, all such intellectual and industrial property rights and/or other exclusive exploitation rights to said creations unencumbered and in undivided ownership to cadans, which transfer cadans hereby accepts. This transfer is irrevocable, applies worldwide and for the duration of the rights concerned and also covers all underlying documentation, information, concepts, offers/proposals, materials and sketches. The transfer of the intellectual and industrial property rights and (exclusive) rights of use otherwise relating to the creations and underlying information by or on behalf of the Client shall take place without any further consideration and shall extend to unrestricted exploitation in all ways and forms of exploitation and use now known or possible or possible in the future (including digital). The Agreement and these General Terms and Conditions shall be regarded as the deed for that purpose. The remuneration for the creation and – where applicable – transfer of such rights is deemed to be included in the agreed remuneration. If and insofar as necessary, the Client shall cooperate in all formalities necessary to affect this transfer of rights, for example by signing a further deed for this purpose
- 7.3 Without prior written consent of cadans, the Client is not allowed to transfer, assign either in whole or in part, the rights and/or obligations deriving from the Agreement and/or the Engagement to third parties. In the event that cadans gives the said consent, it may impose further conditions and this shall not release the Client from its obligations pursuant to the Agreement and/or the Engagement towards cadans.
- 7.4 The Client is solely entitled to the use of the agreed Product(s) and/or Service(s) and creations created and/or developed by or on behalf of cadans insofar as necessary within the scope of the Engagement, pertaining to the specific use, media, territory and duration, or to the extent as specified and described in the Agreement and/or the Engagement and potential schedule(s) attached thereto. Without prior written consent of cadans, the Client is not allowed to make (or have made) any amendments, alterations or modifications to (the results of) the Products and/or Services or creations created and/or developed by or on behalf of cadans and delivered in the context of the Engagement.
- 7.5 The Client shall at all times respect any and all moral rights (personality rights) of cadans pertaining to the agreed Product(s) and/or Service(s) and/or creations created and/or developed by or on behalf of cadans, including but not limited to the right to be credited. However, cadans may, at his own discretion, require that his name shall not be used in relation to any Product(s) and/or Service(s) or creations developed by or on behalf of cadans, in the event that such have been amended upon specific request of the Client.
- 7.6 cadans shall at all times be entitled to use (parts of) the agreed Product(s) and/or Service(s) , including reference to the relevant Engagement, Client, or creations created

and/or developed by or on behalf of cadans for the purpose of his own promotion and portfolio, including his website and/or social media accounts.

- 7.7 cadans is entitled to, either in whole or in part, assign and transfer his rights and obligations that he can enforce vis-à-vis the Client to third parties or to grant (sub-)licences in respect of the same.

Article 8 - Confidentiality

- 8.1 Each party is bound to absolute confidentiality with regard to all data, information and documents of a confidential nature that it has received from the other party. Where applicable, each party shall ensure that this confidentiality is also imposed on third parties with whom the party in question cooperates in the context of the execution of the Engagement. The foregoing does not apply to the disclosure of confidential information by order of the court, on the basis of a statutory provision and/or in relation to professional advisers (including solicitors, accountants and tax advisers) who need to be aware of that information on a 'need to know' basis.

Article 9 - Notice of default and liability

- 9.1 The Client is and remains, with due observance of any government instructions, at all times independently and primarily responsible for the proper fulfilment of its independent responsibilities relating to the organisation, music, production, event, location, performance, transportation, accommodation, including but not limited to timely and proper compliance with requirements for pick-ups, check-ins, security, boarding, visas and performances and/or the consequences of loss, theft, damage and/or loss in the context of which the Products and/or Services are delivered. Any late arrival, refusal of carriage or no-show attributable to Client (including missing documents such as passports/visas) shall be at Client's sole risk and expense. In this regard, cadans only delivers Products and/or Services and/or performs work on behalf of and in support of the Client and where cadans brokers during the conclusion of agreements by and between the Client and third parties where the Client, as the occasion arises, contracts directly with the said third parties. cadans shall not be liable and does not accept any liability in connection with such independent responsibilities of the Client, including lost artist fees or penalties charged by venues or promoters and the Client shall indemnify cadans in full against potential liability and any and all claims deriving from the same of third parties, including visitors, staff/crew or in relation to third parties hired.
- 9.2 The Client is and shall always remain independently and primarily responsible for the correct compliance with any and all applicable legislation, regulations, (third party) contractual obligations including insofar as this relates to the application for and the granting of permit(s), exemptions, visas to the same as also for the arrangements otherwise agreed on with the official authorities and other third parties and other taxes, duties, levies and expenses in relation to Products and/or Services delivered by cadans. cadans shall not be liable and does not accept any liability whatsoever in connection therewith and the Client shall indemnify cadans in full against potential liability and any and all claims deriving from the same of third parties, of any nature whatsoever.
- 9.3 Third parties, e.g. potential (other) suppliers hired by the Client and/or through brokerage of cadans, who contribute, in one way or the other, to the performance of the Engagement, shall also always be independently and primarily responsible for the performance of their own activities, including but not limited to cancellation of flights, amended visa requirements, etc. cadans shall not be liable and does not accept any

liability whatsoever in connection therewith and the Client shall indemnify cadans in full against potential liability and any and all claims deriving from the performance or non-performance of such third parties, of any nature whatsoever.

- 9.4 Client shall promptly (and no later than 48 hours after the relevant incident or the end of the Engagement, whichever is earlier) notify cadans of any alleged shortcoming and provide verifiable evidence of direct loss. cadans shall only be in default in terms of compliance with an obligation towards the Client if it did not comply with such written and sufficiently specified notice of default by the Client, in consideration of a reasonable time limit within which cadans can remedy said default. Absent such timely notice and substantiation, cadans shall not be liable. Client must take all reasonable steps to mitigate any losses.
- 9.5 cadans shall not be liable and does not accept any liability for any damages resulting from a failure of cadans to comply with its obligations towards the Client or for any damages that are, directly or indirectly, the result of the performance by or on behalf of cadans of its activities and/or the delivery of Products and/or Services, unless the said damages can be blamed on intent or gross negligence of cadans.
- 9.6 If and to the extent that cadans should, without prejudice to the above, be liable towards the Client, on any ground whatsoever, then the said liability shall always be limited to direct damages. In no event shall cadans be liable for any incidental, special or consequential damages, including but not limited to loss of profit, loss of fees (including artist fees), loss of opportunity, reputational harm, penalties, liquidated damages, cancellation fees or similar, whether arising in contract or tort, even if advised of the possibility of such damages. cadans' aggregate liability for any and all claims arising out of or in connection with the Engagement shall be limited per event (or series of connected events) to the lower of (i) the Fee paid (or payable) by Client for the specific part of the Services to which the claim relates, or (ii) the amount actually paid out under cadans' applicable liability insurance for such claim, and in any twelve (12) month period to a maximum of one hundred percent (100%) of the total Fees paid by Client to cadans for Services in that period. On written request of the Client, cadans shall make a copy of the insurance policy and terms and conditions available to the Client.
- 9.7 The Client shall indemnify cadans against any and all claims of third parties regarding damages, of any nature whatsoever, for which it is not liable as a result of the above. This includes, but is not limited to, damages as a result of the use and the further exploitation, in any way whatsoever, of the result of the Engagement.

Article 10 – Complaints

- 10.1 The Client is held to immediately upon discovery communicate each and every complaint regarding the implementation of the Agreement and/or the performance of the Engagement by or on behalf of cadans to cadans and subsequently confirm this to cadans in writing within 48 (forty eight) hours of the relevant performance and in no event later than 48 (forty eight) hours after the end of the relevant Engagement. If the Client fails to do so then cadans is deemed to have complied properly with its obligations.

Article 11 – Force majeure

- 11.1 In case of force majeure, cadans shall be released from its obligation to comply with the Agreement and/or further performance of the Engagement, as long as the relevant impediment continues. Force majeure is, in any case and in addition to the statutory

meaning of force majeure, understood to include each and every circumstance beyond the control of cadans as a result of which compliance with the obligations of cadans is, fully or partly, hindered or as a result of which compliance with the obligations can reasonably not be requested of cadans.

11.2 The circumstances that are, in any case, not at the risk and expense of cadans include:

- acts or omissions, barring intent or gross negligence, of persons or other third parties that cadans relies on, or has relied on, for the performance of the Engagement;
- unsuitability of goods that cadans uses or has used for the performance of the Engagement;
- industrial action, lock-out, sickness, import, export and/or transit prohibitions, transport difficulties, machinery breakdown, traffic disruptions, power failures, delivery problems, changed rules, official measures, non-compliance with the obligations by suppliers (also including power companies and suppliers of computer and telephone equipment), disruptions in the production, extreme weather conditions (including heatwaves), frost, natural disasters and war and/or threat of war, terrorism and/or threat of terrorism.

11.3 In the event of force majeure (regardless of the cause), cadans and the Client shall first in good faith discuss any possible alternative solutions.

Artikel 12 Termination

12.1 cadans is entitled to rescind, terminate or – at its sole discretion – suspend the further implementation and execution of the Agreement and/or the further performance of the Engagement with immediate effect, without any further notice of default or judicial intervention being required, either in whole or in part, if:

- a. the Client fails to comply with any of its obligations that may derive from the Agreement and/or the Engagement;
- b. there is a reasonable and actual (imminent) breach of trust between cadans and the Client in connection with the Client's conduct, and cadans no longer has confidence in the continuation of the performance of the Agreement or Engagement;
- c. for whatever reason the Engagement is substantially amended in the interim;
- d. the Client is declared bankrupt or insolvent and/or application or petition therefor is filed against the Client;
- e. the Client applies for suspension of payment;
- f. the Client is placed under administration;
- g. an attachment is imposed on a considerable part of the assets of the Client;
- h. the legal person of the Client is dissolved or the business of the Client is liquidated; and/or;
- i. a substantial change occurs in the control over the business of the Client, also including a change in the shareholding where a third party acquires or alienates a substantial interest of at least 5% (five per cent) in the business of the Client.

12.2 If the Agreement or Engagement is terminated on the basis of Article 12.1(b), the Client may be entitled to a refund of a proportionate part of the agreed Fee insofar as Products and/or Services have not yet been delivered to the Client.

12.3 If the Agreement and/or the Engagement between cadans and the Client is qualified as a

so-called continuing performance agreement (for an indefinite period of time) then cadans shall at all times be entitled to terminate the Agreement, either in whole or in part, in writing, taking into account a notice period of two months, which is deemed to be reasonable by the parties. As the occasion arises the Client is not entitled to compensation or continuation of the contractual relationship.

Article 13 – Cancellation

13.1 Cancellation of the Engagement by Client is only be possible in writing and under the following conditions, unless otherwise agreed by parties in writing:

- In the event of cancellation up to 30 (thirty) days prior to the commencement of work under the Agreement or Engagement, the Client shall be obliged to pay: 50% (fifty percent) of the Fee and 100% of any Expenses already incurred by cadans, in addition to any obligation to pay for damages.

- In the event of cancellation between 30 (thirty) and 14 (fourteen) days prior to the commencement of work under the Agreement or Engagement, the Client shall be obliged to pay: 75% (seventy five percent) of the Fee and 100% of any Expenses already incurred by cadans, in addition to any obligation to pay for damages.

- In the event of cancellation less than 14 (fourteen) days prior to the commencement of work under the Agreement or Engagement, the Client shall be obliged to pay: 100% (hundred percent) of the Fee and 100% of any Expenses already incurred by cadans, in addition to any obligation to pay for damages.

Article 14 - Applicable law and competent court

14.1 The laws of the Netherlands shall be exclusively applicable to the Agreement, the Engagement and these general terms and conditions.

14.2 The applicability of the Vienna Sales Convention is expressly excluded by the parties.

14.3 Any and all disputes between the Parties shall, with the exclusion of any other court, be settled by the competent District Court in Amsterdam, the Netherlands.

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