

## General Terms and Conditions

Version January 2025

### 1. Definition of Terms

In these terms and conditions the following words have, unless context requires otherwise, the following meanings:

- 1.1 **Next Level DMC B.V.:** (hereinafter referred to as 'NLDMC') is a private company with limited liability incorporated under the laws of the Netherlands, registered at the Chamber of Commerce under the number 82421676, having its registered office at Amsterdam, the Netherlands.
- 1.2 **The Client:** Each person or company that requests NLDMC to provide services and/or each person or company that requests the NLDMC to make an offer to provide services.
- 1.3 **Parties:** NLDMC and client together.
- 1.4 **Agreement:** The agreement is the Agreement between the parties or any other written or verbal agreement.
- 1.5 **Third Parties:** Suppliers who are engaged by the NLDMC to provide services for the client.
- 1.6 **Services:** The agreed services
- 1.7 **Project:** The combination of the agreed services

### 2. Applicability of the General Terms and Conditions

- 2.1 Only these General Terms and Conditions will apply to every offer, bid and agreement between NLDMC and the Client.
- 2.2 If any provision of the General Terms and Conditions turns out to be null and void or is declared void this will not affect the validity of the remaining provisions. In that case, Parties will introduce a provisions to replace the provision that is invalid or has been declared void, which as far as possible will approximate the intention of the Parties.
- 2.3 The applicability of general terms and conditions of the Client will be expressly rejected.
- 2.4 These General Terms and Conditions of Sale may be amended by a single notification from NLDMC to the Client.

### 3. Offers, information and engaging third parties

- 3.1 All offers, quotations, cost estimates, and such from NLDMC will be without any obligation, unless NLDMC has specified otherwise in writing.
- 3.2 All information and/or specifications provided by NLDMC will involve approximations, unless expressly indicated otherwise and in writing.

- 3.3 NLDMC will be entitled to engage third parties in order to perform the services.
- 3.4 For transportation NLDMC is working with van Delden Limousines, Doelen Coach, Bakker travel and occasionally with alternate suppliers. In that scenario client will be informed about the supplier executing the services.

#### **4. Client's Obligations**

- 4.1 Unless otherwise agreed upon in writing (including but not limited to email), Client shall at its own expense and risk assure that there are sufficient security and safety measures in place to guarantee the safety of performers, guests, visitors, and third parties hired by NLDMC and/ or hired by Client. If parties have already agreed upon such measures, NLDMC shall still at any time be entitled to demand that additional requirements be met, if such is required by changed circumstances.
- 4.2 Client is held to provide NLDMC in a timely fashion with any and all information that Client knows, or could reasonably be expected to know, to be necessary for the execution of the services. Client guarantees the accuracy and completeness of all information it provides.
- 4.3 Client has no claim whatsoever on any kind or degree of compensation payment if client does not (sufficiently) meet its obligations pursuant to article 4.1 and/or 4.2 of these General Terms & Conditions, causing NLDMC to (i) cancel (a part of) the agreement, which NLDMC shall be entitled to do, and/or (ii) NLDMC has pointed this out to Client and Client still wishes the agreement to go ahead.
- 4.4 Client shall be responsible for paying all applicable fees for the use of third-party (intellectual property) rights, including but not limited to rights managed and exercised by the Dutch Buma/Stemra music rights collecting organization.
- 4.5 Unless otherwise agreed upon in writing (including but not limited to email), Client shall be responsible for obtaining all necessary permissions, permits, licenses, etc.
- 4.6 Client shall be responsible for all actions (or failures to act) on part of visitors, guests, third parties in client's employ, etc. during the Project (which includes but shall not be limited to the actual event itself).

#### **5. Site Inspection Policy**

- 5.1 Most international event programs entail one or more site inspections prior to execution. NLDMC welcomes these visits as an opportunity to demonstrate our capabilities. NLDMC will always negotiate as many complimentary or discounted services as possible for the site visit.
- 5.2 In case a vehicle or guides are needed for the site inspection, NLDMC will charge these at net discounted rates.
- 5.3 If the Project is confirmed with NLDMC the first site inspection will be accompanied on a complimentary basis. For any next site inspection NLDMC will charge a reduced fee of 350,- EUR per day excluded VAT. Any preparations for the site inspection are complimentary.
- 5.4 Site inspection costs will be billed separately from the agreed amount unless both parties agree differently in writing.

#### **6. Liability of NLDMC**

- 6.1 At all times prior to and during the Project, Client is held to take any and all measures necessary for compliance with the stipulations and regulations of (i) the agreement, (ii) the present General Terms & Conditions, (iii) the house rules of the accommodations and (iv) any governmental regulations.

- 6.2 Client shall be liable for all damage incurred by third parties as a result of the use of the rented space(s) and/or the space(s) that Client is allowed to use and/or materials the Client is allowed to use, and indemnifies NLDMC against any and all third-party compensation claims related to such.
- 6.3 Client shall indemnify and compensate NLDMC in full for any and all damage and/or losses that Client and/or Client's visitors/employees/third-party contractors, etc. may cause to objects that are the property of NLDMC's suppliers.
- 6.4 Everything that is brought into the venue(s) and/or the rented space(s) by or on behalf of Client shall be for Client's expense and risk. NLDMC shall not provide insurance and/or security for such effects. NLDMC shall not be liable for damage to or loss of goods, property, and monetary value of Client or third parties (including visitors and performers), whatever the cause of that damage or loss, except in the case of willful acts and/or gross negligence on part of NLDMC or its employees. NLDMC shall furthermore not be liable for damage to or loss of goods checked into the cloakroom. Client indemnifies NLDMC against any third-party claims (in the aforementioned sense).
- 6.5 NLDMC shall not be liable for any damage, of whatever nature, ensuing from NLDMC using inaccurate and/or incomplete information provided by and/or on behalf of Client.
- 6.6 NLDMC shall only be liable for damage if (i) this damage is covered by its liability insurance, and up to the amount that the insurance pays, to be increased with the deductible, or (ii) contractor or one of its managers can be blamed for willful acts and/or gross negligence.
- 6.7 If the damage (i) does not involve willful acts and/or gross negligence, or (ii) the insurance company refuses to pay, but NLDMC is in fact liable, this liability shall in any and all cases be limited to direct damage (with the express exclusion of liability for indirect damage), not to exceed € 25,000.00
- 6.8 All claim rights and other powers, on whatever basis, that client may be able to exercise vis-à-vis NLDMC must be reported in writing within 1 month counted from the moment that Client became aware of them or could reasonably be expected to have become aware of them. In lieu of such reporting, these rights and powers shall lapse.
- 6.9 NLDMC is not liable for audience attendance to the Project in question.
- 6.10 NLDMC will not be liable for damage to goods made available to it by the Client. The Client will ensure that adequate insurance is in place.
- 6.11 Client indemnifies NLDMC and the third parties or employees engaged by, or on behalf of the Client, except in the event of intent or gross negligence by NLDMC and/or third parties or employees engaged, for loss or damage of whatever nature as a consequence of fire or other calamities, including disturbances, before, during or after the Project.

## **7. Complaints**

- 7.1 NLDMC must receive any and all complaints and reports of defects in writing (including but not limited to email) within 24 hours after Client becomes aware of them or could reasonably be expected to have become aware of them. Failure to observe this period of time shall mean the lapse of any claims Client may want to lodge.

## **8. Force Majeure**

8.1 This article does not cover epidemics / pandemics subject to government regulations (such as COVID-19). Circumstances that cannot be attributed to NLDMC, that are of such a nature that compliance with the agreement cannot reasonably be demanded or can no longer be demanded in full extent (such as but not limited to (i) extreme weather (including but not limited "code orange" given by the city or cities where the services are provided, (ii) withdrawal of one or more permits (both from the suppliers and from the Client), (iii) national mourning, (iv) total or partial inaccessibility of the event location and (v) illness of staff or suppliers, for example in connection with a (flu) epidemic or pandemic)) gives it the right to dissolve the contract in whole or in part and / or to suspend its execution without any obligation to pay compensation. NLDMC retains its right to reimbursement in that case (including but not limited to costs for third parties engaged by it). An appeal to force majeure on the part of the client is excluded.

## **9. Prices, Payment And Cancellation**

### **9.1 Payment terms**

The total budget for the program is provided as part of the contract and is part of the Agreement. Any additional services and costs that results out of the request of the client shall be billed as outlined in the subsequent revised budget in accordance with the terms of this agreement. Rates are in euros and excluding the current VAT and taxes unless specified differently. Should the VAT and/or tax change Next Level DMC reserves the right to adjust the prices accordingly.

### **9.2 Payment of the budget amount**

Next Level DMC B.V. request 100% payment for the services booked according to the following schedule:

- 20% upon signing the contract (good faith deposit)
- total of 50%           120 days prior to event
- Total of 100%       30 days prior to event

9.2.1 The payment schedule represents the final balance based on the current estimated budget. Subject to any changes mutually agreed or additional services ordered. Any bank charges are the responsibility of the client. On credit card payments a 5% service fee applies. This service fee is including the transaction fee to the specific credit card company.

9.2.2 If due to added services or changes within the program, there is an increased budget prior to the operation of the program, client agrees to make an additional payment to ensure that the total payments is equal to 100% of the estimated budget prior to the commencement of the program.

9.2.3 Both parties can agree to a different payment schedule in writing.

### **9.3 Cancellation policy**

In case of cancellation, both for partial cancellation and full cancellation, both parties acknowledge that NLDMC may suffer due to loss of revenue, staff time and unrecoverable expenses. As such, in the event of cancellation of all or any part of services by the Client, the parties agree take the scheme below as a base. Based on actual direct costs, non-refundable payments with third-parties and labor costs NLDMC will calculate the actual cancellation fee which shall not

exceed the percentages and amounts listed below. The cancellation percentages vary for partial cancellations and full cancellations.

9.3.1 The cancellation schemes are applicable to all event services except the hotel contracting. The cancellation fees from the hotel contracts are leading over our terms and conditions.

**9.4 I. Policy for partial cancellation**

From Agreement signing up to 4 months prior to start of program	Subject to cancellation fee equal to 15% of the estimated service total
From 4 months up to 3 months prior to start of program	Subject to cancellation fee equal to 25% of the estimated service total
From 3 months up to 2 months prior to start of program	Subject to cancellation fee equal to 50% of the estimated service total
From 2 months up to 1 months prior to program	Subject to cancellation fee equal to 80% of the estimated service total
From 1 month up to start program	Subject to cancellation fee equal to 100% of the estimated service total

9.4.1 Any changes or cancellation of the program must be received in writing. In case of any payments still due must be paid to NLDMC within 20 days after cancellation.

9.4.2 Clauses outlined in individual venue Agreement which do not adhere to the above will automatically override those specified in this agreement.

**9.5 II. Policy for full cancellation**

In the event of full cancellation the scheme below applies to the estimated total of the services and In event of cancellation NLDMC will always discuss the cancellation fees with third-parties to make an attempt to keep these actual costs to a minimum.

From Agreement signing up to 4 months prior to start of program	Subject to cancellation fee equal to 15% of the estimated service total
From 4 months up to 3 months prior to start of program	Subject to cancellation fee equal to 25% of the estimated service total
From 3 months up to 2 months prior to start of program	Subject to cancellation fee equal to 50% of the estimated service total
From 2 months up to 1 months prior to program	Subject to cancellation fee equal to 80% of the estimated service total
From 1 month up to start program	Subject to cancellation fee equal to 100% of the estimated service total

9.5.1 In event of cancellation NLDMC will always discuss the cancellation fees with third-parties to make an attempt to keep these actual costs to a minimum.

9.6 The agreed price (Agreement sum) excludes VAT and any other government levies, unless agreed otherwise in writing.

9.7 The Client will at all times be obliged to provide security for payment of all the amounts it owes at first written request from NLDMC.

9.8 Unless expressly agreed otherwise in writing, payment must be made within the payment term as stated on the invoice. The payment term is a final deadline. The Client is not entitled to suspend or offset any payment.

9.9 If no payment term is stated on the invoice, a payment term of (30) thirty days shall apply.

- 9.10 If payment is not received within the payment term, the Client will be in default by operation of the law. It will then owe the statutory commercial interest (where part of a month will count as a full month) and extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act, or a substitute arrangement.
- 9.11 The NLDMC is entitled to charge on currency exchange rate changes to the Client, even when these occur after the agreement has been entered into.

## **10. Dissolution of the Agreement**

- 10.1 Contractor is entitled to dissolve the agreement if:
- a) client fails to observe its obligations under the agreement, fails to observe them in full, or fails to observe them in time;
  - b) after entering into the agreement contractor is informed of circumstances that give it good reasons to fear that client will not (be able to) observe its obligations;
  - c) client's assets are seized, client is granted a suspension of payment obligations, or client is declared bankrupt.
- 10.3 In the event of the dissolution of the agreement, all of NLDMC's claims on Client will become immediately claimable.
- 10.4 If NLDMC decides to dissolve the agreement, it will in no way be held to compensate Client for any damage or expenses that Client may incur because of the dissolution.

## **11. Confidentiality**

- 11.1 Both parties commit to the confidentiality of the other party's confidential information that they may receive in the context of the agreement. Information shall be considered confidential if this is made explicit by the counterparty or if this can be assumed from the nature of the information. The party receiving confidential information will only use this for the purposes for which that information is provided.
- 11.2 The stipulations of article 15.1 of these General Terms & Conditions does not pertain to information that:
- a) is provided by consultants, if those consultants are also bound to confidentiality;
  - b) the receiving party was already legally aware of prior to receiving it from the counterparty;
  - c) was independently developed by the receiving party without using the counterparty's information or data;
  - d) is or becomes public knowledge through any action except actions or negligence on part of the receiving party;
  - e) the receiving party obtains from a third party without violation of a confidentiality obligation vis-à-vis the counterparty;
  - f) must be disclosed pursuant to laws, regulations, or court orders, or pursuant to the decree of a government body, on the condition that the receiving party makes all possible effort to limit the scope of the disclosure and informs the counterparty of this pending disclosure beforehand.

## **12. Intellectual property rights**

- 12.1 All images, drawings, ideas, and intellectual property rights used in or appended to an agreement may only be used in the context of the assignment that is (to be) granted and Client shall not be entitled to use these for its own purposes or to provide them to a third party. All rights will remain with NLDMC in full.
- 12.2 NLDMC therefore retains the right to request that Client return the documents referred to in article 10.1 of the present General Terms & Conditions.
- 12.3 NLDMC is entitled to make sound, photo and/or image recordings of the event and to post that material - as well as the logo of the Client - on its website for marketing purposes. After obtaining the Client's prior approval, NLDMC will not provide (a copy of) the material in question to third parties.

## **13. Processing personal data**

- 13.1 If NLDMC processes personal data when executing the Agreement for the Client, the terms and conditions as set out below will apply in addition to these General Terms and Conditions.
- 13.2 The definitions used in these terms and conditions will have the meaning as ascribed to them by the General Data Protection Regulation (to be referred to hereinafter as: GDPR) or as applied by the legal system.
- 13.3 In processing personal data the Client will be regarded as controller, or if the Client processes the personal data for a third party, as processor. NLDMC will fulfil the role of processor or sub-processor (depending on the capacity of the Client in processing personal data).

## **14. Purposes of processing**

- 14.1 NLDMC will only process personal data in the scope of the execution of the Agreement, plus those purposes that reasonably coincide with this or that have been determined with consent from the party involved.
- 14.2 Under the Agreement NLDMC will process all personal data of all parties involved that are kept in the execution of the agreement, or else that are otherwise submitted to NLDMC for processing. In case special personal data are processed, the Client must notify NLDMC of this in advance and Parties will then consult with each other to assess whether additional measures are required in this regard.
- 14.3 NLDMC has no control over the purpose and the means for processing personal data. NLDMC will take no independent decisions regarding the receipt or the use of the personal data, the provision to third parties and the duration of the retention period.
- 14.4 The Client will maintain a data processing register, in so far as required in the GDPR. The Client indemnifies NLDMC from all liabilities and claims in connection with the failure to comply or the failure to properly comply with this obligation to maintain a register.

## **15. Division of responsibilities**

- 15.1 NLDMC will not be responsible for processing personal data, which will in any case include, but not be limited to the collection of the personal data by the Client, processing for purposes not reported to NLDMC by the Client, processing by third parties or for other purposes.
- 15.2 The Client guarantees that the content, the use and the order to process personal data are not unlawful and do not violate any rights from third parties.

Business Clients indemnify NLDMC against all claims from third parties that arise from failure to comply with the aforementioned guarantee by the Client.

- 15.3 The obligations of the Client that arise from these terms and conditions also apply to those who process personal data under authority of the Client, such as employees or third parties they engaged.

#### **16. Transfer of personal data**

- 16.1 NLDMC processes personal data in countries within the European Economic Area. The Client will grant NLDMC permission for processing personal data in countries outside the European Economic Area with due observance of the laws and regulations that apply in this regard.
- 16.2 Upon request, NLDMC will notify the Client to which country or countries the personal data are transferred.

#### **17. Engaging sub-processors**

- 17.1 The Client grants NLDMC permission to engage sub-processors in the scope of the Agreement and the personal data processing included in these terms and conditions. Upon request, NLDMC will inform the Client about which sub-processors it engages.
- 17.2 If NLDMC intends to engage new sub-processors to process personal data, NLDMC will inform the Client of this in advance. The Client will subsequently have a period of two weeks to object to this intention in writing. If the Client does not object within the aforementioned period of two weeks, the Client will be to agree with this.
- 17.3 The Client will not withhold its permission to engage other sub-processors on unreasonable grounds, while NLDMC will undertake to impose at least the same obligations on the sub-processor pertaining to the personal data processing as those agreed between the Client and NLDMC.

#### **18. Requests from parties involved**

- 18.1 If a party involved directly addresses NLDMC with a request regarding his personal data, NLDMC will forward the request to the Client within a reasonable term. NLDMC may notify the party involved of this.
- 18.2 NLDMC will respond directly to the party involved if NLDMC has a statutory obligation to do so, or if NLDMC has an independent responsibility in this regard under the GDPR.
- 18.3 NLDMC will be entitled to charge the costs in connection with the response to requests from parties involved to the Client.

#### **19. Applicable law and competent court**

- 19.1 All legal relationships between NLDMC and Client are governed by the law of The Netherlands. The court in the district in which the NLDMC is located is exclusively authorized to take cognizance of the disputes between the parties.

*Version January 2025*