

# **Terms and Conditions**

## **The Diverse Agency**

Definitions In these general terms and conditions, the following terms have the following meanings:

- 1.1. Offer: any form of offer made by The Diverse Agency to the Client, including but not limited to quotations, price quotations, rates, and commitments;
- 1.2. General Terms and Conditions: these general terms and conditions that apply to all Orders between The Diverse Agency and the Client;
- 1.3. The Diverse Agency, located in Amsterdam at Marathonweg 7-2, 1076SW Amsterdam, Amsterdam;
- 1.4. Client: the party that enters into an Order with The Diverse Agency;
- 1.5. Order: the agreement concluded between The Diverse Agency and the Client for the provision of services or the execution of assignments by The Diverse Agency.

### **General Provisions**

- 2.1. The Diverse Agency is a booking, management, and creative concept agency. The Diverse Agency conceives, creates, and organizes its concepts and develops and organizes concepts and events on behalf of third parties.
- 2.2. These General Terms and Conditions apply to all Offers and Orders between The Diverse Agency and its Client. The applicability of the Client's general terms and conditions or purchasing conditions is excluded.
- 2.3. Deviations from the General Terms and Conditions are only valid if they have been expressly and in writing agreed upon.
- 2.4. All information and/or specifications provided with an offer, etc., are always approximate and are binding on The Diverse Agency only if this has been expressly and in writing specified in that offer, etc.
- 2.5. If one or more provisions in these general terms and conditions are declared null and void or are destroyed in whole or in part at any time, then the rest of the provisions in these General Terms and Conditions shall remain in full force. The Diverse Agency and the Client will then consult to agree on new provisions to replace the null and void or destroyed provisions, as much as possible while taking into account the purpose and intent of the original provisions.

### **Offer and Conclusion of Orders**

3.1. Offers by The Diverse Agency, in whatever form made, are without obligation unless the Offer specifies a term for acceptance.

3.2. Orders between The Diverse Agency and the Client must be confirmed in writing by the Client. If written confirmation is not received, and the Client nevertheless agrees to The Diverse Agency commencing the execution of the Order, then the content of the most recent Offer made in that regard will be considered agreed upon. Further oral agreements shall only bind The Diverse Agency after these have been confirmed in writing by The Diverse Agency (including by email).

3.3. The prices provided by The Diverse Agency are indicative unless expressly agreed upon otherwise in writing. If, due to circumstances beyond The Diverse Agency's control, there is an increase in costs, The Diverse Agency reserves the right to pass on these costs to the Client. Expected price increases will be communicated to the Client as soon as possible.

3.4. Price quotations and quotations are, unless otherwise stated, in euros, excluding VAT and other taxes or levies.

### **Obligations of The Diverse Agency, Execution of the Agreement**

4.1. In the case of storage and use, processing and handling of goods entrusted to The Diverse Agency by or on behalf of the Client, The Diverse Agency will exercise the same care as it would apply to its own goods.

4.2. The Diverse Agency will make every effort to carry out the Order with due care and to represent the interests of the Client ("best efforts" are at the top of the scale and are generally understood to mean that a party must do everything possible to guarantee and achieve a goal, even if the impact would be materially disadvantageous to the seeking party and even if there are material financial costs associated with the action). If desired by the Client, The Diverse Agency will keep the Client informed of the progress of the work, as far as can reasonably be expected of The Diverse Agency.

4.3. The Diverse Agency is authorized to shape the execution of the agreement at its own discretion, as long as it concerns only the execution and not the core of the Order or the agreed result thereof. The Diverse Agency is entitled to engage third parties in the execution of the Order.

4.4. If a period has been agreed upon by the parties for the delivery of the Order, this period shall never be considered a strict deadline, unless the delivery of the Order is explicitly tied to a specific date (e.g., in the organization of an event).

4.5. The provision by the Client of (the accuracy of) measurements, specifications, and/or other information related to the execution of the agreement is at the Client's risk.

4.6. The client shall be responsible for obtaining permits, approvals for designs, and complying with technical, construction, or fire safety regulations. The client is solely responsible for assessing whether the client's plans comply with applicable regulations, whether from government authorities or otherwise. If the Parties agree in deviation from the foregoing in this article that The Diverse Agency will apply for a permit or approval, The Diverse Agency will make reasonable efforts to do so but cannot be held responsible for the outcome. The failure to obtain permits will not result in a lack of compensation for work already carried out.

4.7. If the client engages third parties or requests The Diverse Agency to engage third parties in the context of carrying out the Assignment, this will be at the expense and risk of the client. If the client requests The Diverse Agency to engage third parties in the context of carrying out the Assignment and/or to supervise or guide these third parties, The Diverse Agency will charge a reasonable fee to the client for these services.

4.8. Activities not mentioned in the Proposal will be considered additional work and will be invoiced separately to the client.

4.9. All materials and digital information related to the Assignment and provided to The Diverse Agency for this purpose will be transferred to the client upon the client's first request, but only after the client has fulfilled all obligations towards The Diverse Agency. The costs for the required data carriers will be borne by the client.

4.10. The Diverse Agency will treat the client's data confidentially. This data will not be made available to third parties unless The Diverse Agency is legally obliged to do so or if it is necessary for the provision of services. The Diverse Agency will, of course, comply with applicable privacy regulations.

### **Client's Obligations**

5.1. The client shall provide The Diverse Agency with all data necessary for the execution of the Assignment and do everything that is reasonably necessary or desirable to enable the correct execution of the Assignment by The Diverse Agency. Late provision of data by the client may lead to the suspension of the deadline for the delivery of the Assignment.

5.2. The client shall ensure that the goods, materials, and location provided by the client meet reasonable safety requirements. The client shall, at their own expense, take sufficient measures to ensure the safety of artists, employees, and visitors at an event or activity organized or carried out under the Assignment.

5.3. If the client fails to take sufficient measures to ensure the safe execution of an event or activity, The Diverse Agency is entitled to cancel the event or activity, in whole or in part, without the client being entitled to any compensation or a reduction in the agreed fee.

5.4. If The Diverse Agency enters into an agreement with two or more natural persons or legal entities (so that there are multiple clients), each of these natural persons or legal entities is jointly and severally liable for the performance of the obligations that arise for them from that agreement with The Diverse Agency.

5.5. The client agrees to insure all risks associated with their activities and actions in connection with the execution of the Assignment, including the activities and actions of third parties engaged by them. The client also agrees to ensure that the abovementioned insurance policies cover the employees provided by The Diverse Agency during the execution of the agreement and the items made available by The Diverse Agency. The client is obliged to provide The Diverse Agency with copies of the policies of the above-mentioned insurance policies upon The Diverse Agency's first request.

5.6. The client is responsible for the payment of Buma Stemra rights.

5.7. The client is at all times responsible for all advertising and promotional activities (including, but not limited to, advertisements), developed promotional concepts or ideas, event/activity invitations, etc., done in connection with the execution of the Assignment, whether or not The Diverse Agency has provided advice on them and whether or not The Diverse Agency has executed them in whole or in part.

5.8. The client indemnifies The Diverse Agency against all claims by third parties (including, but not limited to, participants and visitors of events/activities) for damage suffered during or in connection with the execution of the Assignment by these third parties, unless and insofar as this damage is solely the result of intent or gross negligence on the part of The Diverse Agency or its managerial employees.

### **Retention of Ownership and Rights Arising from the Assignment**

6.1. All items provided by The Diverse Agency in the context of the Assignment remain the property of The Diverse Agency until the client has fulfilled all obligations under the agreement(s) concluded with The Diverse Agency. The client is not authorized to pledge or encumber the items falling under the retention of ownership in any other way.

6.2. If third parties seize the items delivered under retention of ownership or wish to establish or assert rights on them, the client is obliged to immediately notify The Diverse Agency thereof.

6.3. The client undertakes to insure and keep insured the items delivered under retention of ownership against damage and theft and to provide The Diverse Agency with the policies of these insurance policies at The Diverse Agency's request.

6.4. The Diverse Agency is entitled to suspend the delivery of all the items in its possession under the agreement until all its claims have been satisfied or until sufficient security has been provided for the claims by the client.

6.5. Unless explicitly agreed otherwise in writing, all intellectual property rights resulting from the Assignment, including, but not limited to, any (sketch) designs, formats, concepts, and graphic designs, belong to The Diverse Agency. The working drawings, prototypes, models, design sketches, image carriers, or other materials or files produced in the context of the Assignment remain the property of The Diverse Agency, regardless of whether they have been made available to the client or third parties.

6.6. Unless explicitly agreed otherwise in writing, it is not The Diverse Agency's responsibility to investigate the existence of third-party rights or the client's rights in connection with the Assignment or the delivered items. By providing materials or works of any kind to The Diverse Agency in the context of the Agreement, the client unconditionally grants The Diverse Agency the right to use these materials and works in any way necessary for the proper execution of the Agreement. The client guarantees that the materials and works provided to The Diverse Agency do not infringe upon any third-party rights and indemnifies The Diverse Agency against claims of any kind from third parties in this regard.

6.7. The client is not allowed, without prior written permission from The Diverse Agency, to re-use or otherwise use the results of the Assignment other than for the agreed purpose as described in the Assignment.

6.8. The client shall not, without the prior written consent of The Diverse Agency, register any intellectual property rights or domain names related in any way to the (execution of the) Agreement or the products or services provided thereunder, the trade names, trademarks, or (future) activities of The Diverse Agency or affiliated companies.

6.9. Unless explicitly agreed otherwise in writing, the client is not allowed to transfer any rights arising from the agreement with The Diverse Agency to third parties other than in the case of transferring their entire business. In this case, the rights arising from the agreement are only transferable after the client has fulfilled its obligations towards The Diverse Agency or has provided sufficient security for these obligations.

6.10. The Diverse Agency is at all times entitled to exploit or otherwise use in any manner whatsoever all ideas, proposals, concepts, methods, etc. related to or resulting from the Agreement and the products or services delivered thereunder.

6.11. The Diverse Agency reserves the right to use the results of the Assignment for promotional purposes and subsequent Assignments. Unless the Assignment does not lend itself to it, The Diverse Agency is entitled to have its name mentioned or removed.

6.12. After completing the Assignment, neither The Diverse Agency nor the Client has any obligation to retain the materials or data used, except for those items that the parties have provided to each other in the execution of the Assignment.

6.13. In case The Diverse Agency wishes to exercise the proprietary rights referred to in this article, the Client, in advance, unconditionally and irrevocably grants permission to The Diverse Agency and the third parties designated by The Diverse Agency to enter all

places where the properties of The Diverse Agency are located and to retrieve those items. The Client is obliged to cooperate with The Diverse Agency in this regard if The Diverse Agency wishes to exercise this right. Prior notice of default is not required.

## **Liability**

7.1 In case of attributable failures by The Diverse Agency in the execution of the Assignment, the Client will provide The Diverse Agency with the opportunity to still deliver the agreed Assignment within a reasonable period. If The Diverse Agency complies with it in a timely manner within the specified period, The Diverse Agency is not obligated to pay damages.

7.2. Except in cases of intent or gross negligence on the part of The Diverse Agency, The Diverse Agency is never liable for damage: 1. that has arisen because The Diverse Agency has assumed incorrect or incomplete data provided by or on behalf of the Client; 2. that arises as a result of following an instruction from the Client; 3. that arises due to hidden defects in the items or spaces made available by the Client or due to hidden defects in the materials used in the context of the Assignment; 4. to the Client's items held by The Diverse Agency in the context of the Assignment; 5. consisting of business loss, consequential damage, delay damage (insofar as no fatal period has been agreed), indirect damage, or loss of profit.

7.3. The Diverse Agency cannot be considered to have structural or otherwise special technical knowledge due to its business operations. Liability for damage due to a lack of this kind of knowledge on the part of The Diverse Agency is excluded.

7.4. The total cumulative liability of The Diverse Agency is limited to the total agreed amount of the Assignment, or, if this amount is lower, the amount for which coverage is provided under the liability insurance taken out by The Diverse Agency for the damage in question (and only to the extent that the insurer actually pays out). 7.5. The condition for any liability of The Diverse Agency is always that the Client has reported a default attributable to The Diverse Agency to The Diverse Agency as soon as possible, in writing. Any liability lapses one year after the Assignment has been fulfilled.

7.6. After delivery by The Diverse Agency and acceptance by the Client, The Diverse Agency can never be liable for damage resulting from the use of the delivered. By accepting, the Client thus agrees to the delivered.

7.7. The Diverse Agency will in no case be liable for the content of advice provided by it in connection with the execution of the agreement and followed by the Client. These advice come entirely at the expense and risk of the Client. The word 'advice' in this provision should be read in the broadest sense.

7.8. The Diverse Agency is not liable for damage caused by (a failure or unlawful action/failure to act by) executive service providers and/or suppliers, including the staff of those service providers and/or suppliers, which The Diverse Agency has engaged.

7.9. The Client is jointly liable for damage caused by the behavior of his guests and/or employees.

7.10 The limitations and exclusions of liability set forth in this article 8 apply for the benefit of employees of The Diverse Agency and/or third parties engaged by The Diverse Agency.

### **Force Majeure**

8.1. Circumstances beyond the will and/or control of The Diverse Agency of such a nature that compliance with the agreement can no longer or no longer be fully demanded from The Diverse Agency, give it the right to terminate the agreement in whole or in part and/or suspend its implementation without any obligation to pay damages (and with the Client's payment obligations intact).

8.2. Circumstances that justify a claim of force majeure, as referred to in the previous paragraph of this article, include: weather conditions of such a nature that they prevent the performance of the agreement; non, incomplete and/or delayed delivery by suppliers; war, the threat of war, measures taken by government authorities that make the performance of the agreement more difficult and/or more costly than was foreseeable when the agreement was concluded (including but not limited to the withdrawal, restriction or amendment of permits), special social events, including, but not limited to, national mourning, which can reasonably lead The Diverse Agency to decide that the event/service/activity cannot take place, strikes and/or occupations, epidemics, severe weather conditions (code orange/red), traffic disruptions, loss or damage in transport, fire, theft, disruptions in the supply of energy, internet disruptions, machine breakdowns, all within The Diverse Agency's business and in the case of third parties from whom The Diverse Agency must obtain the necessary materials, items or goods, and furthermore all other causes that have arisen outside the will and/or control of The Diverse Agency.

8.3. Only in the event that the Client is a natural person who does not act in the exercise of a profession or business, can The Diverse Agency, in deviation from article 9.1 and 9.2, only invoke force majeure if the requirements referred to in article 75 of Book 6 of the Dutch Civil Code are met, which stipulates that force majeure exists if the failure is not due to the fault of The Diverse Agency and cannot be attributed to it under the law, legal act, or prevailing views in society.

8.4. The Diverse Agency is not liable for the actions and omissions of visitors to an event/activity organized or carried out by The Diverse Agency on the basis of an



agreement.

8.5. In the event of a non-attributable failure of one of the parties, the other Party will not make use of its right to terminate the Assignment until after a period of two months has elapsed, unless a force majeure situation is permanent or a fatal period is exceeded as a result.

## **Cancellation**

9.1. In case of cancellation, for any reason, including force majeure on the part of the Client, the Client is obligated to pay:

1. In case of cancellation up to 30 days before the start of the production date, 50% of the agreed quotation.
2. In case of cancellation in the period between 30 days and 20 days before the start of the production date, 75% of the agreed quotation.
3. In case of cancellation in the period within 20 days before the start of the production date, 100% of the agreed quotation.

## **10. Suspension/Termination**

10.1. The Diverse Agency is authorized to suspend the performance of obligations, with immediate effect, without judicial intervention, and at its own discretion if:

- a. The Client fails to fulfill the obligations from the Assignment after a reasonable notice, either in part or in full, or fails to fulfill them on time, or The Diverse Agency has reasonable grounds to believe that the Client will not fulfill their obligations.
- b. Regarding the Client's business, a seizure is imposed, bankruptcy is requested, suspension of payments is granted, or for any other reason, the Client is no longer able to dispose of their assets.
- c. Circumstances arise (including delays on the part of the Client) that make it permanently impossible to fulfill the Assignment, or other circumstances arise where the unaltered maintenance of the Assignment cannot reasonably be required.

10.2. Termination, suspension, or ending of the Assignment under this article 11 will not lead to any obligation to compensate damages by The Diverse Agency. The consequences of suspension, ending, or termination in the cases described above in a) to c) will always be at the expense and risk of the Client.

10.3. Suspension, ending, or termination does not affect the Client's payment obligations for work carried out or costs incurred in the context of the Assignment. If the reason for suspension, ending, or termination is attributable to the Client, the Client will be liable for the compensation mentioned in the cancellation policy (article 10).



10.4. The Diverse Agency is always entitled to request the Client to provide sufficient guarantees for the fulfillment of their payment obligations and to suspend the execution of the Assignment until these guarantees have been provided.

## **11. Price and Payment**

11.1. Payments must be made before the event takes place or, in agreed cases, within 14 days after the invoice date to the bank account specified by The Diverse Agency.

11.2. The Client shall make the payment due to The Diverse Agency without any discount or set-off, except for offsetting with advance payments relating to the Assignment that they have provided to The Diverse Agency.

11.3. If after the expiration of the above-mentioned period The Diverse Agency has not received full payment, the Client is in default. In that case, statutory commercial interest is due on the outstanding amount from the date of default until the moment of full payment.

11.4. From the moment the Client is in default, all costs incurred by The Diverse Agency for the payment collection will be at the expense of the Client.

## **12. Applicable Law**

12.1. Dutch law exclusively applies to all disputes between The Diverse Agency and the Client.

12.2. The competent court in disputes, to the exclusion of any other court, is the court in the district where The Diverse Agency is established.