

General Terms and Conditions of Sale and Delivery for Artist Agencies

CHAPTER 1: GENERAL

Article 1: Definitions

The following terms are defined as follows in these general terms and conditions of sale and delivery, provided they are written with a capital letter:

General terms and conditions: these General Terms and Conditions of Sale and Delivery.

Artist: professional in the field of art, entertainment, sports, and/or media (such as, but not limited to, an artist, musician, presenter, TV or other media personality) and/or the person providing technical, production or artistic assistance to such professional;

Agency: legal entity that is a member of the association with full legal capacity CLC-VECTA and also user of these Terms and Conditions;

Consumer: natural person not acting in the course of their profession or business;

Supplier: person or persons who has/have directly or indirectly undertaken vis-à-vis the Agency, in connection with the Assignment to be carried out by the Agency, to provide services and/or goods, all in the broadest sense of the word, such as but not limited to room hire, transport, decoration, lighting, sound, catering and security;

Quotation: any non-binding Written offer by the Agency for the issuing of an Assignment and/or provision of other services;

Client: Consumer or legal entity issuing the Assignment to the Agency;

Assignment: assignment issued by the Client to the Agency relating to matters such as but not limited to:

- (1) the organisation of, or contribution to, performances, shows, presentations, concerts, events, scripts, films, festivities, photo shoots, TV and/or theatre shows and/or parts thereof;
- (2) the handling of bookings, whether or not in the context of the provisions under (1) above;
- (3) the provision of consultancy services;
- (4) the creation or arranging the creation of a Production or contributing to a Production;
- (5) the hiring out and/or provision on loan of

movable property;

- (6) the provision of services related to management, sponsoring, acting and Productions, including of artists, and/or artistic or other productions of third parties.

Agreement: agreement entered into between the Client and the Agency, relating to the Assignment issued to the Agency including appendices to this Agreement, including the Rider;

Production: any recording of images and/or sound, moving or otherwise, 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 appendix to the Agreement containing special additional provisions regarding facilities to be made available to the Artist by the Client, among other things, which provisions form an integral part of 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 respect.
- 2.2 If the Agreement contains provisions that depart from the General Terms and Conditions, the provisions in the Agreement shall prevail. In the case of inconsistencies between the Agreement entered into between the Parties and any appendix to this Agreement (including the Rider), the Agreement shall prevail.
- 2.3 In the event of any conflict between or uncertainties concerning translations of the text of the Terms and Conditions, the text of the Terms and Conditions drawn up in the Dutch language shall prevail at all times.
- 2.4 The Agency is authorised to make unilateral changes to these General Terms and Conditions and the Rider. In the event of any changes to the General Terms and

- Conditions, the Agency shall notify the Client In Writing at least one month prior to the change being made. If the Client is a Consumer and the change has the effect of a performance being rendered to the Client that is fundamentally different from the agreed performance, the Client is authorised to terminate the Agreement as from the date that the changed General Terms and Conditions enter into effect.
- 2.5 Deviations from and additions to the General Terms and Conditions and/or the Agreement shall be valid only if agreed In Writing.
- 2.6 If any provision of these General Terms and Conditions or of the underlying Assignment/Agreement should be wholly or partially null and void and/or invalid and/or unenforceable as a result of any statutory regulation, judicial decision or otherwise, this shall have no effect whatsoever on the validity of the other provisions of these General Terms and Conditions or of the underlying Assignment/Agreement. The provision or part of that provision that cannot be invoked shall be deemed to have been amended in such a way that it can be invoked, whereby the intention of the parties with regard to the original provision or part thereof shall be maintained as far as possible.
- 2.7 Provisions in the Assignment that are expressly or by their nature intended to remain in force even after expiry or termination of the Assignment shall remain in force after expiry or termination, including but not limited to Article 9 (Liability), Article 15 (Intellectual Property), Article 16 (Penalty clause), Article 17 (Obligation to complain), 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 taking the form of Quotations, are submitted In Writing and are non-binding. As long as no Agreement has been formed (see Article 3.3 hereafter), the Agency may revoke the offer or Quotation or decide not to enter into an Agreement at any time.
- 3.2 Unless the Quotation states otherwise, the Quotation shall be valid for 7 (seven) days. After this period, a new Quotation must be requested and the price may have changed.
- 3.3 The Agreement shall come into effect:
- after both the Client and the Agency have signed the Agreement, or;
 - after the Client has returned a signed copy of the written confirmation of the assignment from the Agency or has otherwise confirmed its approval of the Agreement in writing (including by email); or
 - as soon as the Agency has started performing the Assignment.
- 3.4 The Client shall provide (a) all data, information and documents requested by the Agency and (b) all other data, information and documents that may be relevant for the preparation and performance of any Agreement that is concluded, ensuring that the foregoing is complete and accurate, to the Agency so that the Agency can make an appropriate offer. If it emerges that the Client has failed to provide complete or accurate data, information and documents, the Client shall be in default without any further notice of default and the Agency shall be entitled, at its discretion, to terminate the Agreement by letter or email with immediate effect or to immediately terminate or suspend the provision of the services, always without prejudice to the Client's obligation to compensate the Agency in full for any loss.

Article 4: Prices

- 4.1 The prices for the Assignment are the prices indicated in the Quotation, unless agreed otherwise.
- 4.2 All prices are in euros, exclusive of turnover tax, other government levies and the fees payable to collecting societies, such as Buma/Stemra and Sena, unless explicitly stated otherwise.
- 4.3 All prices are based on the circumstances at the time the Agreement was concluded. If these circumstances (which include, but are not limited to: tax charges, taxes, currency and exchange rate changes) subsequently change or if it is subsequently found that the Client failed to provide complete and/or accurate data, the Agency shall be entitled to pass on these changes to the Client. The Agency shall announce a change to the agreed fee(s) in writing, stating the additional costs. This is without prejudice to Article 3.4.

Article 5: Invoicing and payment

- 5.1 Unless otherwise agreed in writing prior to the performance of the Assignment, payment by the Client shall be made within 14 (fourteen) days from 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 from the Client of the entire quotation price shall be immediately due and payable as soon as:
 - a. a payment deadline has been missed;
 - b. the Client has gone bankrupt, or an application for bankruptcy or for suspension of payments has been filed;
 - c. the goods or receivables of the Client have been or are about to be seized;
 - d. the Client (if a company) is dissolved or liquidated;
 - e. the Client (if a natural person) applies for admission to judicial debt restructuring, is placed under guardianship or dies.
- 5.4 In the event that the Client, not being a Consumer, fails to fulfil its payment or

other 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 graduated scale of the Extrajudicial Collection Costs (Standards) Act and the associated Decree.

- 5.5 In the case of an Agreement with multiple Clients, each of the Clients is jointly and severally liable to pay all the monies owed within the framework of and resulting from 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 from the day the invoice was sent, failing which the Client's right to complain shall lapse.
- 5.7 The Client, not being a Consumer, may not suspend its payment obligations or offset them against its claims against the Agency.
- 5.8 The Agency is authorised at all times – even after having performed the Agreement in part or in full – to require the Client to pay the agreed price in advance, in full or in part. Furthermore, the Client must provide the Agency with security for the payment of its obligations (and any further payment obligations) at the first time of asking, the adequacy of which is at the discretion of the Agency. If the Client fails to comply with this obligation within the period stipulated by the Agency, it will be declared in default immediately. The Agency is under no obligation to perform (or continue to perform) the Agreement as long as the required advance payment has not been made or the required payment security has not been provided. In this eventuality, the Client will remain liable to pay the agreed quotation price to the Agency in full.

Article 6: Amendment, cancellation and substitution

- 6.1 If, after the Agreement has been concluded but before the Assignment is actually performed, the Client wishes to make changes to the Agreement in relation to the Assignment or its performance, it must notify the Agency of these changes in writing. Such changes shall not take effect until accepted in writing by the Agency. Any costs associated with the changes required by the Client shall be borne by the Client.
- 6.2 During the performance of the Assignment, changes are only possible if requested by a person authorised to represent the Client and subsequently accepted by the Agency. Requests from employees of the Client shall not be considered unless confirmed by an authorised representative. The Client may not invoke this article to the detriment of the Agency if a request was made by an employee of the Client who the Agency could expect to have authority to represent (appearance of authority to represent). Any costs associated with change(s) accepted by the Agency shall be borne by the Client.
- 6.3 If a change to the Agreement results in failure to meet an agreed delivery deadline, this deadline will be extended indefinitely, unless otherwise agreed in writing. Such failure to meet an agreed deadline and the associated costs and loss shall be at the sole risk and expense of the Client.
- 6.4 The Client is entitled to cancel the Agreement. In that case, however, the Client shall be obliged to pay 100% of the quotation price. If the Client is a Consumer, the Client shall be obliged to compensate the loss (including costs incurred) and loss of profit incurred by the Agency as a result of the cancellation. This compensation shall be immediately due and payable.
- 6.5 The Agency shall be entitled either to cancel the performance and/or event or, in consultation with the Client, to reschedule

the performance and/or event to another date, if, on the day of the performance and/or event, the Artist has radio, television, film or sound recordings or if the Artist is abroad as a result of contractual obligations for a foreign tour, without the Agency and/or the Artist being liable to pay compensation to the Client in such cases.

- 6.6 In the event that a situation occurs as described above in 6.5 of these General Terms and Conditions, or the Artist in question is unable to perform due to force majeure (see Article 18), the Agency shall have the right, but not the obligation, to replace the relevant performance or arrange for it to be replaced by another equivalent Artist in consultation with the Client, in which case any additional costs reasonably incurred shall be borne by the Client. The Client shall have the right to reject an alternative Artist and terminate the Agreement without being liable to pay compensation, unless the change only concerns the composition of the Artist's act (for example a change in the composition of the band). In the latter case, the Client shall not be entitled to terminate or otherwise end the Agreement with the Agency in full or in part.

Article 7: Termination and suspension

- 7.1 The Agency is authorised to terminate the Agreement in part or in full, or to suspend the further performance of the Agreement, at its discretion, without further notice of default or judicial intervention being required, if:
- the Client is in default with respect to compliance with any of its obligations resulting from the Agreement and/or these General Terms and Conditions (including, but not limited to, the obligation to provide correct and complete information pursuant to Article 3.4 and the payment obligation pursuant to Article 5); or
 - information has reached the Agency after the formation of the Agreement

that gives the Agency good reason to believe that the Client is or will be unable to comply with its obligations; or

- c. the Client is declared bankrupt and/or files a bankruptcy petition; or
- d. the Client applies for a suspension of payments; or
- e. the Client is placed under curatorship or dies; or
- f. the Client's legal entity is dissolved or the Client's business is wound up.

7.2 In case of termination for one of the reasons mentioned above, the Client will pay the agreed quotation price to the Agency on demand, without prejudice to the Agency's right to seek full compensation of damages.

Article 8: Delivery and risk

- 8.1 The Client declares that the performance of the Artist and the event shall take place entirely at the Client's risk and expense.
- 8.2 The delivery periods stated in quotations, confirmations of the assignment and/or Agreements are approximate and therefore not final and shall not be binding for the Agency, unless expressly agreed otherwise in writing.
- 8.3 The delivery periods only commence at the time of 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 Terms and Conditions or upon receipt of the stipulated fee.
- 8.4 The Client must give the Agency written notice of default if delivery periods are exceeded.
- 8.5 If the Client does not take delivery or does not take delivery on time of the goods delivered or to be delivered by the Agency, this shall be at the risk and expense of the Client.
- 8.6 If the Client does not object at the time of delivery, the Client shall be deemed to have approved the delivery and the delivery has taken place. The Client cannot complain afterwards about defects that

were known at the time of delivery (for example if an artist started later than agreed).

8.7 The Client may not use the delivered goods for purposes other than those for which they are intended under the Agreement.

Article 9: Liability

- 9.1 The Agency shall only be liable for direct loss sustained by the Client during or at the time of the performance of the Agreement and insofar as the loss is not due to the Client's actions, including incorrect or inexperienced 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 loss, without prejudice to the provisions below in this Article 9.
- 9.2 The Agency shall never be liable for indirect loss incurred by the Client. Indirect loss includes, but is not limited to, consequential loss, lost profits, reduced goodwill, losses suffered, as well as lost assignments and lost savings, loss due to production or business interruptions or stagnation.
- 9.3 The Agency shall not be liable for any damage suffered by the Client as a result of loss, theft and/or damage to items belonging to the Client or third parties.
- 9.4 The Agency is not liable to the Client for loss 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 shall not be liable for any loss incurred by the Client in connection with the mediation services 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 does not meet the conditions required and agreed 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 Subject to the other provisions of this Article and unless the default has occurred by operation of law, the Agency shall only be liable if the Client gives the Agency immediate and proper notice of default in writing, whereby a reasonable period to remedy the non-performance or improper performance is given and the Agency continues to fail imputably in the performance of its obligations even after that period. The notice of default shall 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 shall be liable for any damage by whatever cause at the time of or in connection with the performance of the Artist and the event inflicted by visitors to the performance and the event or employees or other contractors of the Client or third parties engaged by the Client. This concerns damage to (i) the Client, (other) visitors or contractors of the Client or 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 location (and appurtenances) of the performance or the event and all (other) goods found at the location in connection with the performance and the event.
- 9.8 The Client shall indemnify the Agency against all third-party claims in respect of goods delivered or services rendered to the Client by the Agency or third parties engaged by it, regardless of the cause or time of such loss. The Client shall compensate the Agency for any loss, including all legal costs incurred by the Agency, which may result from any third-party claim. This also applies if the Artist or their staff takes photographs, sound or film recordings. In that case, the Client shall indemnify the Agency against any resulting loss.
- 9.9 If, without prejudice to the provisions of the foregoing clauses, the Agency is

nevertheless liable, for example because the Client is a Consumer and the Agency has not been able to prove that reliance on the limitations of liability in this Article vis-à-vis the Consumer is justified, it shall only be liable up to a maximum of the amount paid out under its liability insurance in the case in question, minus the excess amount.

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 cover for a variety of risks and calamities that may prevent or hinder an event from going ahead.
- 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 preceding the conclusion of the Agreement.

Article 11: Client's Obligations

- 11.1 Without prejudice to the obligation to provide information for the purpose of producing an appropriate Quotation under Article 3.4, the Client must provide the Agency in writing with all the information required for the performance and/or event, such as directions, name and telephone number of the contact person on site, no later than two (2) weeks before the Artist's performance and/or the event. The Agency will endeavour to make the Riders, other relevant information and documentation available to the Client as soon as possible. The Agency shall not be liable for any failure to make said information available or available on time, or for any inaccuracy or incompleteness of said information.
- 11.2 The Client has a duty towards the Agency to fully comply with all obligations and instructions of the government and the Agency that relate to any activity of the Client in the context of an Assignment.
- 11.3 The Client is obliged to hold all permits required in relation to the activities of the Client in connection with which the Agency

performs the Assignment and the use of the goods provided by the Agency. The Client shall, at the Agency's first request, allow the Agency to inspect said permits and all relevant permit conditions (if any) 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 publication of musical works, audiovisual works and other copyright protected works, or to enter into a contract with joint collecting societies such as Buma/Stemra and Sena, or to pay the fee required by them.
- 11.5 The Client warrants that it is acting as the organiser of the Artist's performance and/or the event and is obliged to act as such vis-à-vis the lessor/owner of the venue of the Artist's performance and/or the event.
- 11.6 The Client is obliged to comply in full with the Rider(s), at its own risk and expense and without any further cost to the Agency, in connection with the Artist's performance and the event.
- 11.7 The Client is obliged to take out a proper liability insurance policy and shall allow inspection of the policy and policy conditions on demand.
- 11.8 The Client is obliged to take out adequate insurance cover for the Artist and the musical, technical and organisational supervisors of the Artist against the Client's third-party liability. If the Client is an association or foundation, it is obliged to take out adequate directors' and officers' liability insurance for its board members and those acting on behalf of or on the instructions of the board.
- 11.9 The Client is not entitled to transfer all or part of its obligations and/or rights under the Agreement to third parties.
- 11.10 If the Client fails to comply or properly comply with any obligation as described above, the Client shall, without any further notice of default, be in default and the Agency shall be entitled to terminate the Agreement with immediate effect and to

immediately terminate or suspend its work or services, without prejudice to the Client's obligation to pay the agreed fee and the Agency's losses in full to the Agency.

Article 12: Nature of event, artist's performance

- 12.1 The Client declares that it is fully aware of the nature of the performance to be delivered by the Artist and the Client accepts that the content of the performance and its presentation will be determined entirely by the Artist. The Artist may produce whatever sound volume they deem necessary in the interests of the performance. If the applicable permits contain articles on noise restriction, the Client must notify the Agency in writing in good time, if possible at the time of issuing the assignment. The Client shall make every effort to arrange for an exemption from said noise restriction.
- 12.2 If the Parties agree on a 'private' performance by the Artist or a 'private' event, the Client shall only be entitled to invite a specifically defined target group. The Client may not sell admission tickets for such an event or performance or otherwise grant access for payment to parties/visitors outside the target group. The Client is also not permitted to publicise the performance or event in any way, including linking to a brand through discount campaigns and the like.

Article 13: Deployment of third parties

- 13.1 The Agency is entitled to outsource all or part of the performance of the Assignment to one or more third parties.
- 13.2 The Agency may also mediate between the Client and a third party for the purpose of bringing about an agreement between the Client and a third party pursuant to which, for instance, the Client books an Artist with that third party. In that case, no agreement will be established between the Agency and the third party.

Article 14: Sponsorship

14.1 The Artist's performance and the event, as well as publicity relating to it, will not be sponsored by or associated with any product or company without the written consent of the Agency. The Artist shall not be obliged to take part in any promotional appearance or interview without the prior written consent of the Agency.

Article 15: Property and Intellectual Property

- 15.1 The copyright and other intellectual property rights to offers, Quotations, documentation, designs, drafts, recordings and any other goods realised 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 shall not be entitled, except with the express written consent of the Agency, to use, reproduce or disclose said materials other than as expressly authorised by the Agency in the Agreement.
- 15.2 Ownership of any goods made available to the Client, whether or not under rights of use granted to it, shall at all times remain vested in the Agency. The Client is entitled to dispose of the goods within the scope of its normal business operations in the context of the Agreement. The Client may not create security rights or have security rights created on the goods made available.
- 15.3 If the Client fails to fulfil its payment obligations towards the Agency, the Agency shall be irrevocably authorised, without any notice of default being required, to retrieve or arrange for the retrieval of the goods made available from the place where they are located at the expense of the Client. The Client is obliged to cooperate fully with the Agency if it exercises the aforementioned right. All associated costs 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 Unless otherwise agreed in writing, the Client is not entitled to use the Artist's name or stage name, trademarks, logos and images for any purpose other than to announce the Artist's performance and/or event. In all cases, such announcements must be removed no later than one (1) week after the Artist's performance and/or event.
- 16.3 The Client may not refer to the Agency in any way or use the Agency's logo, name and/or house style without the Agency's written consent.

Article 17: Obligation to complain

- 17.1 In addition to the obligation under Article 5.6, the Client shall be obliged to notify the Agency in writing of any complaint regarding the performance of the Agreement or any shortcoming on the part of the Agency or alleged loss within seven (7) days after the Client discovered or reasonably could have discovered the complaint, shortcoming or loss. 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 side of the Agency must be understood to mean the Agency being prevented from complying with its obligations under the Agreement due to circumstances that have arisen through no fault or outside the control of the Agency, even if these could already be foreseen at the time of formation of the Agreement. Force majeure shall include, but not be

limited to, the following cases: attributable and non-attributable failures of suppliers of the Agency and persons used by the Agency in the performance of the Assignment, such as the Artist, other auxiliary persons and contractors of the Agency, as well as strikes, lockouts, sit-down strikes, incapacity for work of the Artist due to illness or an accident, death of a first-degree or second-degree relative of the Artist, other situations that prevent the Artist from attending the venue of the event/performance (including extreme weather conditions), the temporary or permanent break-up of the Artist or their group, import, export and/or transit bans, transport problems, machinery breakdowns, traffic disruptions, energy disruptions, delivery problems, amended laws and regulations, government measures, terrorism (or threat thereof), production interruptions, extreme weather conditions, frost, natural disasters, war and/or threat of war, fire, water damage, pandemic, epidemic, civil war, riots, revolution, acts of war, disruptions in the supply of energy, water, communication and telecommunication services in the business of the Agency and any act or omission on the part of the operator of the venue where the Artist is to perform that prevents the Agency from fulfilling its obligations or fulfilling them on time.

- 18.2 As soon as a circumstance as referred to in paragraph 1 of this article arises or threatens to arise, the Agency must inform the Client thereof without delay, though no later than within 72 hours, stating the expected consequences of that circumstance for compliance with its obligations.
- 18.3 In the event of force majeure on the part of the Agency, the Agency shall be relieved of its obligation to fulfil the Agreement for as long as the relevant force majeure situation persists. If the force-majeure situation lasts longer than two months and the Agency is unable to comply with its obligations under the Agreement after that

period, the Parties are authorised to terminate the Agreement, without this resulting in an obligation on the part of the Agency to pay compensation.

- 18.4 If, when the period of force majeure occurs, the Agency has already partly fulfilled its obligations under the Agreement or can only partly fulfil its obligations, it shall be entitled to separately invoice the part already delivered or the deliverable part and the Client shall be obliged to pay this invoice.

Article 19: Confidentiality

- 19.1 The Client shall be bound by absolute confidentiality with regard to all data, information and documents received from the Agency in the context of the performance of the Agreement. The Client may only disclose and/or reproduce such data, information and documents with the Agency's prior written consent. This provision does not apply if the Client has an obligation of disclosure on the basis of a statutory duty or court order. The Client shall notify the Agency of any such obligation without delay.
- 19.2 The Client shall also impose the obligation referred to in paragraph 1, if applicable, on its employees or other third parties involved, whereby the Client guarantees the Agency that the parties involved will comply with that obligation of confidentiality.

Article 20: Consumer's 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 referred to as a 'Distance Purchase'), has a cooling-off period of 14 (fourteen) calendar days within which they may withdraw from (terminate) the Agreement, unless the right of withdrawal under the law does not apply. After the expiry of the cooling-off period, the right of withdrawal no longer applies.

- 20.2 Termination shall have the effect that ordered services no longer need to be purchased, after which the Consumer shall be refunded the amounts already paid (or part thereof if the Agency has already commenced performance with the Consumer's consent).
- 20.3 The cooling-off period referred to in paragraph 1 starts for services on the day the Consumer has confirmed (digitally) that they want to purchase the services.
- 20.4 If the Consumer wishes to exercise their right of withdrawal, they must notify the Agency within the cooling-off period by filling in the form available on the website for this purpose and sending it digitally, or notify the Agency in another unambiguous, written manner. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.
- 20.5 The Agency shall pay the refundable amount immediately but at the latest within 14 (fourteen) days following the day on which the Consumer gave notice of the withdrawal. The Agency is entitled to delay the refund until it has established the relevant stage of withdrawal.
- 20.6 If the Consumer has expressly asked the Agency to perform the Agreement within the withdrawal period and subsequently terminates the Agreement within that period, the Consumer shall owe the Agency an amount proportionate to that part of the Agreement that has been performed by the Agency at the time of the exercise of the right of withdrawal by the Consumer, compared to the amount that the Consumer would owe in the event of full performance of the Agreement. The Agency is obliged to inform the Consumer of this right of withdrawal in a clear and comprehensible manner prior to the conclusion of the Agreement.

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, to the exclusion of any other court, by the competent court in the district in which the CLC-VECTA member has its registered office, unless this is contrary to mandatory law. In the event that the Client is a consumer, the court of the consumer's domicile shall be the competent court. The CLC-VECTA member shall be entitled to depart from this rule governing jurisdiction and to apply other rules governing jurisdiction.

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