

TERMS AND CONDITIONS OF HOUSE OF ORANGE STUDIO BV

These are the terms and conditions of House of Orange Studio BV (hereinafter: “**House of Orange**”), with its statutory seat in Amsterdam, the Netherlands and its office address in (1012 BV) Amsterdam, the Netherlands, in Barndesteeg 6A (studio@houseoforange.nl, +31 20 521 6640, houseoforange.nl).

House of Orange is registered in the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under file number: 34211627. VAT number: NL813737758B01.

Article 1 Applicability

- 1.1** These terms and conditions apply to all offers of House of Orange and all agreements and other legal relationships between House of Orange and the customer with regard to the rent of the studio of House of Orange and the goods, facilities and services made available in connection therewith. These terms and conditions also apply to subsequent and additional assignments or instructions and new agreements with the customer.
- 1.2** These terms and conditions are easily accessible on the website of House of Orange (houseoforange.nl) and will be sent at the request of the customer without delay and at no cost.
- 1.3** Terms and conditions used by the customer are explicitly rejected by House of Orange and do not apply to the agreement, except if House of Orange explicitly accepts these in writing.
- 1.4** House of Orange has the right to change the contents of these terms and conditions. Changed terms and conditions also apply to existing agreements. House of Orange will publish changed terms and conditions on its website before these come into force. The changed terms and conditions will come into force two weeks after the date on which these were published, or so much later as the publication sets out.

Article 2 Formation of the agreement

- 2.1** Offers by House of Orange that are addressed to specific persons are considered to be offers and are without obligation. The agreement with the customer is formed by oral or written acceptance of the offer by the customer. Oral acceptances will be confirmed in writing by House of Orange.
- 2.2** Offers by House of Orange that are not addressed to specific persons are considered to be invitations to the customer to make an offer. The request or enquiry by the customer is in that case considered to be the offer. The agreement with the customer is formed by written acceptance of the offer or actual performance of the agreement to which the offer related by House of Orange.
- 2.3** Options given by House of Orange are without obligation. House of Orange at all times remains at liberty to provide options to third parties and enter into agreements with third parties.

2.4 Articles 6:227b en 6:227c of the Dutch Civil Code (*BW*) do not apply to the agreement with the customer.

Article 3 Cancellation of bookings

3.1 The customer has the right to cancel bookings at no cost until 48 hours before the planned use of the studio. However, the customer is at all times liable for external costs that are already made and for the making of external costs that can no longer be cancelled. The planning and administration of House of Orange determines the date and time of the planned use of the studio. Preparation work by House of Orange of over 2 hours will be paid by the customer, in spite of timely cancellation.

3.2 The total value of the agreement will be paid by the customer in case of cancellation within 48 hours before the planned use of the studio. The planning and administration of House of Orange determines the date and time of the planned use of the studio.

Article 4 Rates and costs

4.1 Rates for the rent of the studio of House of Orange and the use of goods, facilities and services made available in connection therewith will be provided on request. External costs, such as for the rent of equipment, the use of materials and catering and cleaning services, are charged separately, unless House of Orange explicitly sets out in writing that an all-in-rate applies. All rates and costs are excluding VAT.

4.2 Day rates are based on the use of the studio for an entire working day between 09.00 and 18.00 hours CET. The studio can also be rented for half a day between 08.00 and 12.30 hours or between 13.30 and 18.00 hours CET. In case of overtime after use of the studio in the morning, an entire working day will be charged. The studio cannot be rented per hour, except for overtime after the use of the studio for an entire working day as specified below.

4.3 Overtime after the use of the studio for an entire working day will be charged at 20% of the day rate per hour, effective from the first hour after 18.00 hours CET.

4.4 In case external costs increase during the performance or duration of the agreement as a result of circumstances beyond the control of House of Orange, the additional costs will be charged to the customer. External costs include, without limitation, costs for equipment and materials used in the performance of the agreement and rates of third parties involved in the performance of the agreement.

4.5 House of Orange has the right to index its rates on a yearly basis in accordance with the consumer price index published by Statistics Netherlands (*CBS*) and to change its rates in other respects. Changed rates apply from the moment these are stated.

Article 5 Payment

- 5.1** Invoices will be paid ultimately within 30 days after the invoice date on the bank account written on the invoice. The customer will send details on the person making payment and any PO-number or other reference that is used to process payment to House of Orange at the latest when the agreement is formed.
- 5.2** Claims of House of Orange are due and payable as of the moment the agreement is formed. As such, sending an invoice or using a PO-number or other reference of the customer is not a requirement for claims to become due and payable. In case the customer wishes a reference on an invoice to be changed in order to process payment, it shall inform House of Orange thereof and send the requested reference in writing within 5 days after the invoice date.
- 5.3** House of Orange has the right to send invoices for agreed rates in advance and during the performance of an agreement. Payments made cannot be reclaimed in case the bookings for which these were made at any time are cancelled in whole or in part.
- 5.4** In case payment terms are exceeded, the customer is considered to be in default *de jure* without any notice of default being required. House of Orange has the right to charge default interest in case payment terms are exceeded of 1% on the outstanding amount per month or part thereof, except when the statutory commercial interest rate is higher, in which case this is payable. The customer shall pay all judicial and extrajudicial costs (including legal fees) that are incurred by House of Orange pertaining to the collection of invoices, with a minimum of 15% of the outstanding amount including interest.
- 5.5** The customer does not have the right to suspend payment obligations. The customer does not have the right to set off any payment obligation to House of Orange against any claim it has on House of Orange, of whichever nature these are.
- 5.6** House of Orange may suspend performance of its obligations, including with regard to the provision of services, in case the customer fails to meet its (payment) obligations, of whichever nature these are. House of Orange may also suspend performance of its obligations in case the customer fails to send the information referred to in article 5.1 to House of Orange. House of Orange is not liable for any damages that arise out of or in connection with the suspension of the performance of obligations.

Article 6 Use of the studio

- 6.1** The customer has the right to use the studio of House of Orange and the goods, facilities and services made available in connection therewith for the agreed short period and for the agreed use only. The customer will not use the studio or have it used for unlawful activities or anything in breach of the law.

- 6.2** The customer will not sublet the studio without the prior written permission of House of Orange. In case the customer makes the studio available to third parties (such as a customer of it's own), payment of the agreed rates and costs is not dependent of payment of this third party to the customer.
- 6.3** The customer will use the studio and the goods, facilities and services made available in connection therewith with due care and attention and conform itself to House of Orange's house rules and code of conduct, as amended from time to time. The customer will not make any changes to the studio, nor take away or break away any objects. The customer will follow directions of House of Orange staff and those of third parties involved by House of Orange at all times and allow access to used rooms.
- 6.4** Audiences or any (general) public will be allowed access to the studio after written permission of House of Orange only. The customer is exclusively responsible for such persons that are allowed access to the studio and will bind every person allowed into the studio to the conditions of use applicable to the customer.
- 6.5** The customer is at all times obliged to arrange for any permits and exemptions necessary for the intended use of the studio. The customer will sufficiently inform itself in advance and on its own initiative of any limitations of use of the studio.
- 6.6** House of Orange has the right to terminate the agreement with the customer with immediate effect in case of a breach of the contents of this article on use of the studio, notwithstanding the obligation of the customer to pay the agreed rates and costs. In that event House of Orange also has the right to deny access to the studio to the customer and to have the studio cleared immediately. House of Orange is not liable for damages of the customer or of third parties that are connected to this.
- 6.7** After the agreed period of use, the customer will deliver the studio and the goods and facilities made available in connection therewith to House of Orange in the state in which these were found.

Article 7 Reporting of damage and complaints

- 7.1** The customer is obliged to report damage to the studio and the goods and facilities made available in connection therewith to House of Orange immediately after the planned use of the studio has started. In case the damage is not reported within 4 hours after the planned use of the studio, the damage is considered to be caused by the customer and will be charged to the customer, unless the customer cannot reasonably be held accountable for the particular damage. The planning and administration of House of Orange determines the date and time of the planned use of the studio.
- 7.2** Complaints about the studio and the goods, facilities and services made available in connection therewith will be filed with House of Orange in writing as soon as possible, but at least within 24

hours after the rent of the studio has ended. The customer can no longer make a claim on the basis of default in the performance of the agreement if this term of 24 hours is not observed. Complaints do not suspend payment obligations of the customer.

Article 8 Rent of the studio 'as is'

8.1 House of Orange rents out the studio in the condition in which it is found (in an 'as is'-condition) and does not provide any guarantee as to the fitness for a particular purpose or use. The customer shall bring equipment and other goods of its own in order to allow the intended use of the studio, unless it is agreed in advance that House of Orange will provide these.

Article 9 Intellectual property rights

9.1 All intellectual property rights, among which, without limitation, copyrights, neighbouring rights, database rights, design rights, trade mark rights, trade name rights and patent rights, and other rights on all that is made available by House of Orange in connection with the performance of the agreement, including connected know how, are vested in House of Orange and its licensors.

9.2 The customer guarantees that it will not breach any third party rights during the use of the studio and indemnifies House of Orange against any claims in that regard.

Article 10 Confidentiality and privacy

10.1 House of Orange and the customer will keep strictly confidential any information that they learn of which they understand or can reasonably be expected to understand its confidential character, among which details on the parties' organisation, except in the performance of the agreement as far as is strictly required, or if forced by a legal requirement or court order. The customer will impose this obligation on the persons it involves in the performance of the agreement.

10.2 House of Orange processes personal data exclusively in accordance with the Personal Data Protection Act (*Wet bescherming persoonsgegevens*) and other applicable laws and regulations.

Article 11 Force majeure

11.1 In addition to what is provided in article 6:75 Dutch Civil Code (*BW*), a failure to perform under the agreement cannot be attributed to House of Orange if it results from circumstances for which it cannot be blamed, such as war, danger of war, mobilization, riots, strikes or exclusions, fire, floods, illness and/ or accidents of the persons involved by House of Orange, computer failures, interruption of operations and decreased production, shortage of raw materials or packaging material, transport delays, legal intervention, import limitations or other limiting measures by the authorities, as well as any other circumstance that prevents the performance of the agreement that is not exclusively dependent on the will of House of Orange, such as delays and failures in the delivery of goods and provision of services by persons involved by House of Orange.

11.2 In such an event the obligations of House of Orange are suspended. Not until after a period of six months do the parties have the right to dissolve the agreement in whole or in part. Suspension and dissolution do not lead to any liability for House of Orange, irrespective of any advantage as a result thereof for House of Orange.

Article 12 Liability

12.1 House of Orange is not liable for consequential damages of the customer, including, without limitation, loss of profit, damage to its image and claims by third parties.

12.2 House of Orange is not liable for damage, loss or theft of goods that are owned or used by (i) the customer, (ii) persons working for or with the customer or (iii) admitted members of the public, nor is it liable for goods that are made available by or on behalf of the customer to House of Orange and the people House of Orange involves for the purpose of the performance of the agreement.

12.3 House of Orange is not liable for damage that is caused by not (properly) functioning internet, data, communications, audio- and video links, or by a lack of quality thereof, irrespective of whether these are provided by House of Orange or third parties.

12.4 The liability of House of Orange for other types of damages is limited to the amount that is paid in the specific circumstances under its insurance policy. The claim on House of Orange for payment of damages is due only after House of Orange has received payment of the insurance company in the relevant matter.

12.5 In the event that for whatever reason no payment by the insurance company will be made, the liability of House of Orange is limited to an amount of € 10,000.-. Any damage claim on House of Orange is barred by lapse of 24 months from the moment on which the claim comes into existence.

12.6 The abovementioned exclusions and limitations of liability do not apply in case of wilful misconduct or gross negligence by House of Orange.

12.7 The customer is liable for all damages that House of Orange incurs relating to damage to buildings and damage, loss or theft of (i) its property, (ii) property of persons working for it or with it and (iii) property of third parties involved by it. The customer is liable for damages that are the result of its own actions, of the actions of persons working for it or with it, of the actions of admitted members of the public and for damages that are caused by animals and goods being used by or for the customer in the studio. The customer will take out sufficient insurance. Damages will in principle be calculated on the basis of new-for-old value of damaged, lost or stolen goods.

Article 13 Dissolution of the agreement

13.1 House of Orange may dissolve an agreement with the customer in whole or in part in writing without notice of default and without being liable for any damages or payment, in case suspension

of payments is granted to the customer, the bankruptcy of the customer is requested, the customer who is a natural person is granted statutory debt adjustment under the Debt Management Act (*WSNP*) or the customer in other ways loses the power to dispose of its capital.

- 13.2** In the event of dissolution, all claims of House of Orange on the customer are due with immediate effect.

Article 14 Applicable law and competent court

- 14.1** The legal relationship between House of Orange and the customer is exclusively governed by and construed in accordance with the laws of The Netherlands. The Vienna Sales Convention does not apply.
- 14.2** All disputes arising in connection with legal relationship between House of Orange and the customer shall in first instance exclusively be referred to the Court of Amsterdam, The Netherlands, notwithstanding the right of House of Orange to refer disputes to the court of the domicile of the customer.

Article 15 Additional provisions

- 15.1** For the construction of these terms and conditions, an electronic notice is considered to be a written notice.
- 15.2** These terms and conditions have been written in Dutch and in English. The version in Dutch version prevails in case of a conflict.
- 15.3** In case it proves that a provision in these terms and conditions in whole or in part lacks binding effect, the other provisions remain in force. The provision without binding effect in that event will be deemed to have been replaced by a provision that does have binding effect and deviates as little as possible from the content and purpose of the non binding provision.
- 15.4** These terms and conditions also apply in favour of legal entities and persons who are involved by House of Orange in the performance of the agreement.
- 15.5** Rights of the customer arising out of the agreement with House of Orange cannot be transferred without prior written permission by House of Orange. This provision has effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code (*BW*).
