

Terms and Conditions
May Brand Builders B.V.

1. Definitions

In these terms and conditions ("Terms"), the following terms are understood to mean:

Agency: May Brand Builders B.V., also trading under the name Crew, established in Utrecht, including its legal successor(s) and/or persons designated by it, as well as any (group) companies belonging to it within the meaning of Section 2:24b of the Dutch Civil Code.

Client: any natural or legal person who purchases Services from the Agency, issues an order to the Agency, enters into an Agreement with the Agency, or is negotiating with the Agency regarding such an Agreement.

Agreement: any agreement concluded between the Agency and the Client, including any amendments or additions thereto, and all legal acts necessary for the execution of such agreement.

Services: all advice, guidance, and execution provided by the Agency in the field of (digital) marketing communications regarding the Client's goods, services, and/or brands, whether based on an Agreement or otherwise commissioned by the Client.

Materials: all designs, texts, descriptions, reports, advice, artistic works, lithographs, slides, films, and other materials that the Agency creates or has created in connection with an Agreement.

Suppliers: all third parties who provide products or services to the Agency at its request in connection with the performance of an Agreement, including, but not limited to, freelancers, production companies, graphic design companies, illustrators, photographers, models, casting agencies, research agencies, media operators, media buying and consultancy firms, website developers, composers, musicians, and collective rights organizations.

2. Applicability

2.1 These Terms and Conditions apply to every offer, quotation, budget, every agreement and/or any assignment between the Agency and the Client.

2.2 The Agency is entitled, in the execution of an Agreement or assignment, to engage third parties. These Terms and Conditions are also stipulated for the benefit of any such third party, whether or not directly employed by the Agency, who is engaged in the performance of an assignment or may be held liable in

connection therewith.

- 2.3 If, under the applicable conditions between the third party and the Agency, a limitation of the third party's liability towards the Agency applies, that limitation of liability shall also apply in the relationship between the Client and the Agency.
- 2.4 If, in the performance of the Agreement, the Agency makes use of third parties selected by the Client, the responsibility for the selection and performance of such third parties rests entirely with the Client. Payment to these third parties shall also be made directly by the Client.
- 2.5 In the event of a conflict between these Terms and the applicable conditions of a Supplier, the conditions to which the Agency is bound in connection with that Supplier shall prevail with respect to the relevant subject. In the event of any conflict between these Terms and any offer, order confirmation, or agreement signed between the Agency and the Client, the provisions of the latter documents shall prevail.
- 2.6 The applicability of the Client's general (purchase) conditions is expressly rejected.
- 2.7 If one or more provisions of these Terms and Conditions is or becomes void or invalid, the remaining provisions shall remain in effect. In such case, the parties shall agree to replace the void or invalid provision with one that reflects the original intent as closely as possible.
- 2.8 The Agency is entitled to unilaterally change these Conditions. In that case the Agency will inform the Client of the changes in a timely manner. At least one month shall elapse between the notice of amendment and the effective date of the revised Terms.
- 2.9 A Client with whom these Terms and Conditions have once been agreed shall be deemed to have accepted their applicability to all subsequent Agreements or assignments between the Agency and that Client.

3. Conclusion of Agreements

- 3.1 Any offer, quotation, or budget issued by the Agency is non-binding and constitutes only an invitation for the Client to place an assignment. An Agreement is concluded when the Client signs a quotation, order confirmation, or Agreement, or when the Agency commences execution of the assignment.
- 3.2 Changes to an order or Agreement may only be made in writing and with the mutual consent of both parties. If a change involves a substantial modification or reduction of the Services, the Agency may require that such change take effect only after a notice period of up to six months, or after reimbursement of any hours or costs already incurred, at the discretion of the Agency. Any costs arising from changes to the Agreement shall be borne by the Client.

- 3.3 The Agency reserves the right to reject any request or order without stating reasons. Even after an Agreement has been concluded, the Agency may cancel a request or order—without providing reasons—within one week after the Client's approval of a budget or assignment proposal. In such a case, the Agency shall not be obliged to pay any compensation other than the refund of any advance payments made by the Client.
- 3.4 The Agency is entitled, either wholly or in part, to subcontract an assignment to third parties or Suppliers. The Agency is authorized to accept the applicable terms and conditions of such third parties or Suppliers, and these terms — including any limitations of liability — shall also apply to and be binding upon the Client when relevant.
- 3.5 All work performed by the Agency shall be carried out to the best of its ability and in accordance with professional standards. The Agency provides its Services on a best-efforts basis and does not guarantee specific results.

4. Execution of Agreements

- 4.1 Unless otherwise agreed in writing, assignments are performed during normal working hours and under normal conditions, meaning in accordance with Dutch law, industry standards, and the usual practices of the Agency. If, during execution, adjustments or deviations from any assignment are necessary or beneficial, the Agency will consult the Client.
- 4.2 Requests for changes to assignments must be submitted in writing. The Agency will endeavor to accommodate these requests, both technically and in terms of delivery time, if feasible alongside current work. Changes may result in adjustments to the price.
- 4.3 Budget overruns of up to 5% of the approved contract proposal are considered an accepted risk and do not require prior notice to the Client. Stated delivery times are indicative and shall not be regarded as strict deadlines unless explicitly agreed in writing. The Agency shall not be deemed in default due to late delivery unless the Client provides written notice specifying the delay and grants a reasonable period for correction.
- 4.4 After completion and acceptance of the agreed services, any additional work related to the agreement will be separately budgeted and invoiced by the Agency.
- 4.5 The Agency will retain Materials for one calendar year. After this period, the Agency may ask the Client whether they wish to continue storing the Materials for a reasonable fee. If the Client does not respond or requests no further storage, the

Agency may return or destroy the Materials, provided all related invoices have been paid or adequate guarantees have been provided.

5. Remuneration and Billing

- 5.1 Agency services are billed based on the budget approved by the Client. In the absence of an approved budget or agreement, services are billed at the Agency's standard hourly rates.
- 5.2 Invoices are issued per assignment or time period, no later than 15 days after the month in which services are provided. The Agency may request advances or send partial invoices if necessary.
- 5.3 Contrary to the previous paragraph, the production costs of commercials and media buying costs must be paid in full and in advance by the Client.
- 5.4 All prices are in EUR, excluding VAT, unless otherwise agreed. Any taxes, duties, or levies incurred in connection with the services are the Client's responsibility. Changes in costs, such as third-party prices or exchange rates, may be passed on to the Client.
- 5.5 The Agency may require advance payments or security before fulfilling obligations and may suspend services until received. If the Client defaults, the Agency may terminate the agreement. The Client is responsible for any damages arising from such suspension or termination.

6. Payment

- 6.1 The Client shall pay all invoices within thirty (30) days of the invoice date. The Client will only be in default if payment is not received within this period. In the event of default, the Agency may charge statutory (commercial) interest on the outstanding amount from the date the Client is in default. All outstanding amounts become immediately due and payable upon default.
- 6.2 Payments must be made in full to the designated bank account, without deductions or set-offs. Complaints or objections to the invoiced amount or delivered Materials or services do not suspend the payment obligation on.
- 6.3 If the Client is in default, the Client shall be liable for all judicial and extrajudicial collection costs incurred by the Agency to recover outstanding amounts. Such costs shall amount to at least 15% of the outstanding invoice, with a minimum of EUR 250 per month of overdue invoice, without prejudice to the Agency's right to claim actual costs if higher. Statutory (commercial) interest will also apply from

the date of default.

6.4 Unless explicitly agreed otherwise, payments made by the Client shall be applied in the following order: (i) accrued interest, (ii) collection costs, and (iii) principal amounts owed, with older debts being settled before newer debts.

6.5 All amounts owed to the Agency shall become immediately due and payable if the Client:

- Fails to fulfill its obligations under the agreement;
- Ceases its business operations wholly or partly;
- Becomes bankrupt, applies for debt rescheduling (WSNP), or undergoes suspension of payments;
- Loses control over its assets wholly or partly; or
- Is a legal entity undergoing liquidation or dissolution.

7. Defects, Complaint Periods

7.1 The Client shall inspect the services or deliverables upon delivery or completion to verify compliance with the agreement.

7.2 An assignment or service is considered completed when one of the following occurs:

- The Client approves the work or services;
- The work or services are put into use by the Client;
- The Agency has notified the Client in writing that the work is complete, and the Client does not object within fourteen (14) days;
- Minor defects exist that can be remedied within thirty (30) days and do not prevent the use or commissioning of the work or service.

7.3 If the services or deliverables do not comply with the agreement or meet requirements, the Client must notify the Agency in writing within five (5) days of delivery, providing a clear description of the defects.

7.4 The Agency shall be given a reasonable period to remedy any reported defects. Articles 9.2 and 9.3 (liability and indemnification) remain applicable.

7.5 Submission of a complaint does not relieve the Client's obligation to pay for services or deliverables.

7.6 If the Client fails to submit complaints in writing within the specified timeframes, the Client forfeits the right to raise such complaints later.

7.7 Invoice-related complaints must be submitted in writing, with reasons specified, within fourteen (14) days of the invoice date. Failure to do so results in forfeiture of rights concerning that invoice.

8. Intellectual Property Rights

8.1 The Client guarantees that any materials provided to the Agency do not infringe intellectual property rights or other rights of third parties, or that the Client has obtained all necessary permissions for their use. The Client indemnifies the Agency against all claims, damages, or costs arising from the use of such materials. The Client must notify the Agency in writing within 48 hours of any third-party claim and provide all necessary information and assistance to defend or settle the claim.

8.2 All results of the services provided by the Agency are protected by intellectual property rights, including but not limited to copyrights, database rights, and industrial property rights. Unless expressly agreed otherwise, all such rights remain vested within the Agency. If registration is required to secure these rights, the Agency shall have exclusive authority to register them.

8.3 Until the Client has fulfilled all payment obligations to the Agency, the Client is granted a non-exclusive, non-transferable license to use the results of the Agency's services solely for the purposes, media, and countries explicitly specified in the agreement. Unless otherwise agreed in writing, this license:

- Is valid for one (1) year from delivery of the results;
- Covers only the media or platforms for which the services were developed.

Any use outside the agreed purposes, media, or countries requires prior written consent from the Agency and may be subject to an additional fee. The Client indemnifies the Agency against any claims or damages arising from unauthorized use of the results.

8.4 Intellectual property rights may only be transferred to the Client if explicitly agreed in writing. Any such transfer applies solely to the countries explicitly specified in the agreement. Use outside the agreed countries, purposes, or media requires a separate written agreement and may be subject to an additional fee.

If the Client wishes to acquire intellectual property rights held by the Agency's suppliers, this must be requested in writing. The Agency will consult with the relevant suppliers to determine whether transfer of such rights is possible.

9. Liability

9.1 The Client guarantees that all information provided to the Agency regarding itself, its products, services, or brands is correct and complete. The Client indemnifies the Agency against all claims from third parties arising from incorrect or incomplete information.

9.2 The Agency shall perform its services with due care and in accordance with applicable legal requirements and industry standards. If legal advice is necessary to comply with applicable regulations, the cost shall be borne by the Client.

9.3 If, during execution of an assignment, the Agency has doubts as to whether the services comply with applicable regulations as described in 9.2, the Agency shall inform the Client. If the Client nonetheless approves the services or provides a budget for them, the Agency shall not be liable for any resulting damages, and the Client shall indemnify the Agency against claims from third parties arising from such non-compliance.

9.4 Without prejudice to the other exemptions included in these Terms and Conditions, and except in cases of intent or conscious recklessness by the Agency or its supervisory staff, the Agency's liability is limited to the amount paid under the Agency's liability insurance in the relevant case. This insurance may be subject to limitations, including coverage caps and limits on the number of claims per year. A copy of the policy conditions can be made available upon request.

If no payment is made under the aforementioned insurance for any reason, the Agency's liability is limited to the net turnover (invoice amount minus out-of-pocket costs) charged by the Agency and timely paid in the twelve (12) months preceding the event that gave rise to liability in connection with the agreement for which the Agency is attributable in default, with a maximum of EUR 30,000.

9.5 Without prejudice to the foregoing, any liability-limiting, excluding, or determining conditions imposed on the Agency by third parties, including suppliers, may also be invoked by the Agency against the Client. If the Agency has engaged third parties in completion of the assignment, the Client may never assert more rights against the Agency than the Agency can assert against such third parties.

9.6 The Client indemnifies the Agency against all claims from third parties arising from the execution of an Agreement or assignment.

9.7 The Agency is not liable for any loss of profits, business interruption, data loss, diminution, indirect or consequential damages, including reputational damage, loss of turnover, or delays in the production or delivery of goods or services, regardless of the cause.

9.8 Any claims or rights the Client may have against the Agency in connection with work performed by the Agency must be exercised within six months from the day the Client became aware, or could reasonably have become aware, of the existence of those rights, and in any case within twelve months after the work

was carried out.

10. Force Majeure

- 10.1 If the Agency is unable to fulfill its obligations to the Client due to force majeure, those obligations shall be suspended for the duration of the force majeure. If the force majeure situation continues for more than two months, both parties have the right to terminate the agreement, in whole or in part, in writing to the extent reasonably necessary. In the event of force majeure, the Client is not entitled to any compensation, even if the Agency gains any advantage as a result of the force majeure.
- 10.2 Force majeure includes any circumstance beyond the Agency's control that prevents or delays the fulfillment of its obligations, or makes it unreasonable to expect the Agency to fulfill them, regardless of whether the circumstance was foreseeable at the time of the agreement. In addition to circumstances recognized by law and case law, force majeure includes, but is not limited to: strikes or labor disputes, production or transport difficulties by the Agency or third parties engaged by it, government measures, pandemics, shortage of raw materials, illness, and civil unrest.

11. Term and Termination of Agreements

- 11.1 Assignments or agreements are entered into for an indefinite period unless expressly agreed otherwise in writing. Both the Client and the Agency are entitled to terminate the agreement by registered letter, observing a notice period of at least three calendar months. During the notice period, all existing obligations of the Client and the Agency remain in effect. In the event of premature termination, the Client must pay the Agency for all services already performed, activities based on time spent, and costs incurred, including any obligations already entered into by the Agency with third parties in connection with the execution of the agreement or assignment.
- 11.2 If the Client fails to fulfill any obligation arising from the agreement or assignment, the Agency may suspend its performance or terminate the agreement, in whole or in part, without notice or judicial intervention, until sufficient payment or performance is secured. This is without prejudice to other rights of the Agency under the agreement or these Terms and Conditions.
- 11.3 In the event of bankruptcy, (provisional) suspension of payments, closure, or liquidation of the Client's company, or if the Client is aware that any of these situations will arise, the Client must inform the Agency as soon as possible. All agreements with the Client will then be dissolved by operation of law, unless the Client informs the Agency that it wishes to fulfill part of the agreement. In that case, the Agency is entitled, without notice of default, to suspend the relevant

assignments or agreements until sufficient payment has been made. The Agency is never obliged to pay any compensation if the agreement or assignment is terminated under these circumstances.

11.4 If the Agency exercises its right to terminate as described in this section, all claims of the Agency against the Client become immediately due and payable, and the Agency is entitled to reclaim any delivered products. The Agency and its authorized representatives may enter the Client's sites and buildings to take possession of such products.

11.5 If the Agency exercises its power to terminate as mentioned in this article, the Client will pay the Agency for all services or work performed, based on time spent and costs incurred. This includes obligations already entered into by the Agency with third parties for the execution of the agreement or assignment. In addition, the Client owes compensation for any lost profits related to the incomplete order.

12. Confidentiality and Privacy

12.1 Both parties undertake to maintain the confidentiality of all information received in connection with the assignment or agreement that may reasonably be considered confidential. The Agency will ensure that its employees and any third parties engaged by it are bound by the same confidentiality obligations. The Client shall ensure that its employees and any third parties engaged by it are similarly bound.

12.2 Unless required by (inter)national legislation or a court order, the Agency and the persons deployed by it shall not disclose confidential information or personal data to third parties unless necessary for the performance of the assignment or agreement. The Agency will process personal data in accordance with the General Data Protection Regulation (GDPR).

13. Final Provisions

13.1 The Agency is permitted to use information contained in any agreement with the Client to transfer the described rights and obligations to third parties. The Client may only transfer rights and obligations arising from an order or agreement to third parties with the prior written consent of the Agency.

13.2 These Terms and Conditions, as well as all assignments or agreements concluded with the Agency, are governed by Dutch law. All disputes arising from an assignment, agreement, or these Terms and Conditions are subject to the exclusive jurisdiction of the competent court in Utrecht, the Netherlands.

13.3 If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall remain in full force. The parties shall consult to

replace the invalid or unenforceable provision with a valid provision that achieves as closely as possible the original intent.

- 13.4 The Agency may unilaterally amend these Terms and Conditions and shall notify the Client in a timely manner. The amended Terms and Conditions apply to all existing and future assignments and agreements. There shall be at least one month between notification and the entry into force of the amended terms.

Date: October 8, 2025