

General Terms and Conditions Crew 2025 – October 2025

Version: October 2025

• 1. Definitions

1.1 In these general terms and conditions ("Terms"), the following definitions apply:

Agency: May Brand Builders B.V., also trading under the name Crew, established in Utrecht, including its legal successors and/or designated legal entities and the group companies within the meaning of Section 2:24b Dutch Civil Code.

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

Agreement: any agreement entered into between the Agency and the Client, including any amendments or additions thereto, as well as all legal acts performed in execution thereof.

Services: consulting and guidance by the Agency in the field of (digital) marketing communication relating to the Client's goods, services, and/or brands under an Agreement or other engagement provided to the Agency.

Materials: all designs, texts, descriptions, reports, advice, artistic works, layouts, slides, films, and other materials that the Agency develops or has developed in relation to an Agreement.

Subcontractors (Third-party suppliers): all third parties that, at the Agency's request, supply products or services to the Agency in connection with the performance of an Agreement, including but not limited to freelancers, production companies, graphic studios, illustrators, photographers, models, casting agencies, research agencies, media owners, media buying and advisory agencies, web developers, composers, musicians, and collecting societies.

One-off Assignments and Pilots: defined, time-limited projects with a maximum duration of three (3) months from commencement. Pilots are specific, separately quoted projects with a clearly defined start and end date and an intended duration of approximately six (6) weeks, which serve as a test or introductory phase that may lead to a subsequent structural collaboration for which separate terms will be agreed.

• 2. Applicability

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

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

- 2.3 If, under the conditions applicable between a third party and the Agency, a limitation of liability of that third party towards the Agency applies, such limitation of liability likewise applies in the relationship between the Client and the Agency.
- 2.4 If the Agency uses third parties selected by the Client in the execution of the Agreement, responsibility for the choice and performance of those third parties lies with the Client. Payment shall take place directly via the Client.
- 2.5 In the event of a conflict between these Terms and the terms applicable to the Agency by a Subcontractor, the terms to which the Agency is bound towards that Subcontractor shall prevail with respect to the relevant subject matter. In the event of a conflict between these Terms and a proposal/confirmation of assignment/Agreement signed between the Agency and the Client, the latter shall prevail.
- 2.6 The applicability of the Client's general (purchasing) conditions is expressly rejected.
- 2.7 If one or more provisions of these Terms are null or voided, the remaining provisions shall remain in full force. The parties shall replace the invalid or void provisions by mutual agreement in a way that most closely reflects the intent of the invalid or void provision.
- 2.8 The Agency is entitled to unilaterally amend these Terms. In that case, the Agency will notify the Client in a timely manner. There will be at least one (1) month between such notice and the effective date of the amended terms.
- 2.9 A Client with whom these Terms have once been agreed, agrees to their applicability to later Agreements and/or assignments between the Agency and the Client.
- 2.10 The term "in writing" as used in these Terms also includes e-mail or any comparable means of communication recognized as equivalent in view of technology and common practice.

● 3. Formation of Agreements

- 3.1 An offer, budget or price quotation does not bind the Agency and merely constitutes an invitation to the Client to place an assignment. An assignment or Agreement comes into existence upon the Client's signature of a proposal, confirmation of assignment or Agreement, or as soon as the Agency commences execution.
- 3.2 Changes to an assignment or Agreement may only be agreed in writing. If a change constitutes a material change and/or limitation of the Services, the Agency may require that such change take effect only after a period of six (6) months has elapsed, or after reimbursement of the hours and/or costs already incurred, at the Agency's discretion. Costs related to changes are for the Client's account.
- 3.3 The Agency is entitled to decline an offer or assignment without stating reasons. Even after an Agreement has been formed, the Agency may cancel an offer or assignment without stating reasons up to one (1) week after the Client's approval of a budget or proposal, in which case the Agency is not obliged to do more than refund any amounts paid in advance by the Client.
- 3.4 The Agency is at all times authorized to have the whole or part of the assignment executed by third parties (Subcontractors). The Agency is authorized to accept, on the Client's behalf, terms and conditions that apply in the relationship between the Agency and such third parties.
- 3.5 All work performed by the Agency is carried out to the best of its knowledge and ability and in accordance with the standards of good workmanship. The Agency undertakes obligations of best efforts only and never obligations of result.
- 3.6 Offers are valid for thirty (30) days unless stated otherwise.

- 3.7 Where an offer was non-binding and the Client accepts it, the Agency has the right to revoke the offer within five (5) business days after receipt of the acceptance.

● 4. Performance of Agreements

- 4.1 Unless agreed otherwise in writing, assignments are executed during normal business hours and under normal conditions. If during performance it appears useful or necessary to make adjustments or deviations from the assignment/Agreement, the Agency will consult with the Client.
- 4.2 Requested changes must be communicated in a timely manner and in writing. The Agency will endeavor to accommodate the Client's wishes, insofar as possible in light of other ongoing work. Changes may lead to a price adjustment.
- 4.3 Budget overruns of up to five percent (5%) are accepted by the Client as budget risk and need not be reported in advance. Stated delivery times are never strict deadlines unless expressly agreed in writing. In the event of late (delivery), the Agency must first be given written notice of default before it can be in default.
- 4.4 If, after completion of the agreed Services, the Client accepts the resulting Materials, any subsequent work relating to those Materials will be quoted and invoiced separately.
- 4.5 The Agency keeps Materials for one (1) calendar year. At the end of that period the Agency may ask the Client whether the Materials should be stored longer against a reasonable fee. Failing such request, the Agency will send the Materials to the Client provided the related invoices have been paid (or adequate security provided), or the Materials will be destroyed.

● 5. Fees and Invoicing

- 5.1 The Services are remunerated based on the budget prepared by the Agency and approved by the Client. In the absence of such approval, the Agency's standard hourly rates apply.
- 5.2 Invoicing shall occur as follows:
- a) **One-off Assignments and Pilots** (intended duration shorter than three (3) months): **100% prepayment** of the budgeted agency fees;
 - b) **Structural Collaborations** (intended duration of three (3) months or longer): **monthly arrears billing** based on Services performed and costs incurred in the previous month;
 - c) The Agency is entitled to charge advances or issue interim invoices if the nature or scope of the work reasonably requires this.
- 5.3 **Production costs and media costs** are always invoiced **in advance** and must be paid by the Client **before** the time at which the Agency is obliged to pay such costs to third parties. If the Agency advances media costs, a surcharge of five percent (5%) will be charged on those media costs to cover administrative and financing risk.
- 5.4 All prices are in EUR and exclusive of VAT and other taxes. Changes in third-party rates, exchange rates, insurance premiums or other levies may be passed on to the Client.
- 5.5 The Agency may at any time require advance payments and/or security for payment and may suspend its obligations until such advance/security has been provided. If the Client fails to provide such advance/security, the Agency may terminate the Agreement; any damage arising therefrom shall be for the Client's account.

• 6. Payment

- 6.1 The Client shall pay invoices within fourteen (14) days of the invoice date, unless agreed otherwise in writing. Upon mere expiry of the payment term, the Client is in default. In that case, all claims of the Agency against the Client become immediately due and payable. Statutory commercial interest is due on late payments from the due date.
- 6.2 Payments shall be made without any discount, deduction or set-off to a bank account designated by the Agency. The Client is not entitled to suspend its payment obligations. Complaints or disputes do not suspend the obligation to pay.
- 6.3 All (extra)judicial collection costs are for the Client's account and amount to at least fifteen percent (15%) of the outstanding amount, with a minimum of EUR 250 per invoice, without prejudice to the Agency's right to recover actual costs.
- 6.4 Regardless of any payment designation by the Client, payments are first applied to costs, then to interest, and finally to the (oldest) principal sum.
- 6.5 The claim to payment of all amounts owed to the Agency becomes immediately due if and as soon as the Client is in default or any of the situations referred to in Article 11.4 occurs.

• 7. Defects and Complaint Periods

- 7.1 The Client shall inspect the delivered Services upon (delivery) and verify whether they conform to the Agreement as soon as possible thereafter.
- 7.2 The assignment shall be deemed delivered if: (i) the Client has approved the work/Services; (ii) the work/Services have been put into use by the Client (partial use constitutes partial delivery); (iii) the Agency has notified in writing that the work has been completed and the Client has not objected within fourteen (14) days; or (iv) the Client refuses approval on account of minor defects that can be remedied within thirty (30) days and which do not prevent use.
- 7.3 If the Services do not conform to the Agreement, the Client must notify the Agency in writing with reasons no later than five (5) days after (delivery).
- 7.4 If the Client does not approve the Services, it shall give the Agency the opportunity to re-deliver the Services within a reasonable period; Articles 9.2 and 9.3 apply again to such re-delivery.
- 7.5 Even if the Client complains in time, the Client's obligation to pay and to take delivery remains in force.
- 7.6 If the Client fails to complain in time and in writing, the Client's rights lapse.
- 7.7 Complaints regarding invoices must be submitted in writing within fourteen (14) days of the invoice date, failing which the Client's rights in that regard lapse.

• 8. Intellectual Property Rights

- 8.1 The Client warrants that no (intellectual) property rights of third parties rest on goods made available to the Agency in the context of an Agreement and that use thereof does not contravene any statutory provisions. The Client indemnifies the Agency against all third-party claims and damages resulting from such use and shall notify the Agency in writing within 48 hours in the event of a third-party claim and provide information and assistance for defense or settlement.
- 8.2 All results of the Services provided by the Agency are deemed protected by intellectual property rights, including but not limited to copyrights, database rights and industrial property rights. Unless expressly agreed otherwise, all intellectual property rights in the results of the Services are vested in, and where

necessary hereby assigned to, the Agency. If any of the foregoing rights can only be obtained by registration, the Agency shall be exclusively entitled to such registration.

- 8.3 If a further instrument is required for transfer of intellectual property rights, the Client shall, upon first request and without additional conditions, cooperate with the drafting and execution of such instrument. Until transfer, the Client grants the Agency an exclusive license to use the relevant rights in any manner and form and a power of attorney to exercise such rights in its own name. Upon the Client's full performance of its obligations, the Client obtains a license to use the results of the Services. Unless agreed otherwise, such license is deemed granted for use by the Client in the Netherlands, for a period of one (1) year and for the media for which the Services were developed. The Client may not use the results otherwise than explicitly agreed without the Agency's prior written consent. The Client indemnifies the Agency against all damages and third-party claims arising from any other use than agreed.
- 8.4 Intellectual property rights in the results of the Services can only be transferred to the Client if agreed in writing. The Client is permitted to use the results outside the Netherlands upon payment of an additional fee to be agreed. If the Client wishes to acquire intellectual property rights vested in Subcontractors, the Client must notify the Agency in writing at or as soon as possible after commissioning; the Agency will consult with the relevant Subcontractor(s) to assess whether transfer to the Client is possible.

● 9. Liability

- 9.1 The Client warrants the accuracy and completeness of the information provided to the Agency about itself and its products, services and/or brands, and indemnifies the Agency against all third-party claims in this respect.
- 9.2 The Agency shall perform the Services with due care and ensure that they comply with applicable legal requirements to the extent known in the industry. If legal advice is required, the related costs shall be borne by the Client.
- 9.3 If, in performing an Agreement, the Agency doubts whether the Services comply with the regulations referred to in Article 9.2, the Agency shall notify the Client. If the Client nevertheless approves a budget or proposal, the Agency shall not be liable for damage resulting from non-compliance with such regulations and the Client shall indemnify the Agency against related third-party claims.
- 9.4 Without prejudice to the other exclusions and save in case of intent or willful recklessness by the Agency or its executive management, the Agency's liability is limited to the amount paid out in the relevant case under the Agency's liability insurance. If, for whatever reason, no payment is made under such insurance, the Agency's liability is limited to the net revenue (invoice amount minus out-of-pocket costs) charged by the Agency and timely paid in the twelve (12) months prior to the event giving rise to liability in connection with the Agreement in which the Agency is in breach, with a maximum liability of EUR 30,000.
- 9.5 Any limitations, exclusions or determinations of liability that may be invoked against the Agency by third parties (including Subcontractors) may likewise be invoked by the Agency against the Client. Where the Agency has used third parties, the Client can 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 third-party claims of whatever nature related to an Agreement or arising from performance thereof.
- 9.7 In all cases, liability for business interruption, loss or reduction of data, indirect or consequential damages, including reputational damage, lost turnover or profit, and delays in production and/or delivery of goods and services is excluded.

- 9.8 Without prejudice to the foregoing, all claims and other powers of the Client vis-à-vis the Agency in connection with work performed by the Agency expire once a period of twelve (12) months has elapsed after the day on which the Client became or reasonably should have become aware of such rights and powers, but in any event twelve (12) months after the Services were performed.

• 10. Force Majeure

- 10.1 If the Agency is unable to fulfill its obligations to the Client due to force majeure, such obligations are suspended for the duration of the force majeure. If the force majeure continues for more than two (2) months, both parties have the right to terminate the Agreement in whole or in part to the extent reasonably necessary. In case of force majeure, the Client is not entitled to any (damage) 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 wholly or partially prevents fulfillment of its obligations or makes fulfillment reasonably impossible, whether foreseeable at the time of contracting or not, including but not limited to strikes and lockouts, stagnation or other problems in production by the Agency or third parties or in transport by the Agency or third parties, government measures, a pandemic, shortage of raw materials, illness, and civil commotion.

• 11. Term and Termination of Agreements

- 11.1 Assignments/Agreements are entered into for a fixed term of twelve (12) months, unless expressly agreed otherwise, and upon expiry are tacitly renewed for successive periods of twelve (12) months.
- 11.2 Both the Client and the Agency may terminate the Agreement in writing by observing a notice period of at least two (2) months prior to the end of the current contract term. During the notice period, ongoing obligations remain in effect.
- 11.3 In the event of early termination by the Client, the Client owes the Agency: (i) payment for Services already performed and obligations already incurred (including obligations to third parties), and (ii) a compensation equal to fifty percent (50%) of the remaining fees for the current contract term. Amounts already invoiced remain due.
- 11.4 In the event of bankruptcy, (provisional) suspension of payments, cessation or liquidation of the Client's business, or the reasonable prospect thereof, the Agency is entitled to terminate the Agreement with immediate effect in whole or in part or to suspend performance, without liability for damages, and all claims become immediately and fully due and payable; the Agency and its representatives are entitled to enter the Client's premises to repossess any delivered products where applicable.
- 11.5 If the Agency exercises its termination right under this Article, the Client shall pay the Agency for Services already performed, obligations incurred and lost profits in relation to the terminated assignment, without prejudice to Article 11.3.

• 12. Confidentiality and Privacy

- 12.1 The parties undertake to keep confidential all information received in the context of the Agreement that they know or reasonably should know to be confidential. The Agency imposes this obligation on its employees and engaged third parties; the Client shall do the same on its side.
- 12.2 Unless (international) legislation compels disclosure or disclosure is required in legal proceedings, the Agency and its personnel will not disclose or provide confidential information and personal data to third parties, except where necessary for performance of the Agreement. The Agency processes personal data in accordance with the General Data Protection Regulation (GDPR).

• 13. Final Provisions

- 13.1 The Agency may transfer the rights and obligations described in any Agreement to third parties. The Client may transfer rights and obligations to third parties only with the Agency's prior written consent.
- 13.2 These Terms and all Agreements with the Agency are governed by Dutch law. All disputes arising from an Agreement or these Terms shall be submitted exclusively to the competent court of the District Court of Midden-Nederland, location Utrecht, the Netherlands.
- 13.3 If one or more provisions of these Terms are null or voided, the remaining provisions remain in full force. The parties shall replace the null/void provisions by provisions that reflect their intent as closely as possible.
- 13.4 These Terms may be amended unilaterally by the Agency by mere notice to the Client. In such case, the Agency will notify the Client in a timely manner; the amended Terms apply to all existing and new Agreements, with at least one (1) month between notice and effective date.
- 13.5 These Terms take effect as of October 2025 and replace all prior versions.

Language Clause. This English version is an accurate legal translation of the Dutch "Algemene Voorwaarden Crew 2025 – Oktober 2025". In case of discrepancies, the Dutch version shall prevail.