

GENERAL TERMS & CONDITIONS

General Terms and Conditions

1. Definitions

In these general terms and conditions, the following terms are defined as follows:

- **Event:** All activities organized by Soulkitchen in the broadest sense of the word, or those taking place in the premises of Soulkitchen.
- **Guest:** The Client insofar as this is a natural person, and any visitor who enters the premises of Soulkitchen or elsewhere at the invitation of the Client and/or Soulkitchen to attend an Event there, including anyone working on behalf of or in collaboration with the Client during the Event, including the setup, dismantling, and teardown periods, who is not employed by or engaged by Soulkitchen.
- **Location/Time:** The agreed place and time with the Client for the execution of (a part of) an Event.
- **Additional Work:** All services including but not limited to all adjustments, additions, or other implementations in any program part of the Event, provided by or on behalf of Soulkitchen that are not included in the Agreement, but are desired by the Client before and/or during the execution of the work/delivery of services.
- **Reduced Work:** All services included in the Agreement but not taken up by the Client or are canceled for any reason.
- **Quotation/Offer:** An offer from Soulkitchen, whether or not including specified work/services and/or the rental space(s) with the associated prices, dates, and other details or special provisions related to the organization (in the broadest sense of the word) of the Event.
- **Client:** Any natural or legal person with whom Soulkitchen enters into an agreement, or in whose name Soulkitchen organizes an Event.
- **Contractor:** AMS 30 Exploitatie B.V., also operating under the name Soulkitchen B.V., a limited liability company, located at Amstelstraat 30, (1017DA) Amsterdam, registered in the trade register of the Chamber of Commerce of Amsterdam under number 90312104 (hereinafter referred to as "Soulkitchen," "we," "us," "our").
- **Agreement:** Any agreement concluded between Soulkitchen and its Client in which the Client, based on the Quotation, commissions Soulkitchen by means of a final confirmation to organize and execute an Event, any modification or addition thereto, as well as all (legal) acts for the preparation and execution of that agreement.

- **Production Date:** The first day on which the Event to be organized or executed by Soulkitchen pursuant to an agreement will take place or preparatory work for this will be carried out.
- **Total Contract Sum:** All amounts that the Client is or will be owed to Soulkitchen by or under the Agreement.

2. Applicability

2.1 These general terms and conditions apply to all our offers, order confirmations, and agreements to which these have been declared applicable by Soulkitchen, as well as to all offers, proposals, and agreements that follow from them.

2.2 The provisions of these general terms and conditions are inextricably linked to the provisions of the agreements between Soulkitchen and its Client.

2.3 Deviations from and additions to these general terms and conditions are only valid if explicitly agreed upon in writing between the parties.

2.4 In the event of a conflict between the provisions of these general terms and conditions and the provisions of the Agreement, the latter shall prevail.

2.5 The applicability of any general terms and conditions used by the Client is expressly rejected.

2.6 If any provision of these general terms and conditions is null and void or annulled, the remaining provisions shall remain fully in force, and the void or annulled provisions shall be replaced by new, legally permissible provisions that take into account the purpose and intent of the void or annulled provisions as much as possible.

2.7 Soulkitchen reserves the right to amend or supplement these general terms and conditions, provided that the adjustments are reasonable, even after the Agreement between the parties has been concluded.

3. Offers/Agreements

3.1 Offers from Soulkitchen are non-binding and subject to change until mutual acceptance has taken place and the Offer has been converted into a final booking through a written reservation prepared by Soulkitchen and signed by the Client (hereinafter the 'final reservation'), unless otherwise agreed in writing. The prices in the offers are valid for as long as stated in the offer and only for the relevant offer.

The assignment binds Soulkitchen (only) and an agreement exists (only) when the final reservation is in Soulkitchen's possession, where only Soulkitchen may also regard any other unambiguous communication from the Client (e.g., sent by email) as a final reservation. That final reservation also states the total order amount, broken down into location usage costs, related costs, catering costs, and technical costs.

3.2 Soulkitchen always has the authority to decline any assignment for the Client without stating reasons until the final confirmation has been received by Soulkitchen.

3.3 Soulkitchen is entitled to engage third parties in the execution of an Agreement.

4. Sales Tax

4.1 All our prices are exclusive of VAT, sales tax, and other government-imposed levies and other costs to be charged under these general terms and conditions. Changes in these levies will always be passed on to the Client.

4.2 In accordance with articles 6b and 6f of the Dutch Turnover Tax Act 1968, VAT is charged for the temporary rental of real estate and catering and restaurant services. The VAT cannot be shifted. The Client is responsible for reclaiming the paid VAT in their country of establishment or through the Dutch tax office for foreign matters in Heerlen.

5. Image and Music Rights

5.1 If and insofar as the Client publicly displays or reproduces (image and/or audiovisual) material during the Event that is subject to third-party rights, the Client is responsible and liable for the use, any licenses, and all fees for its use. The Client indemnifies Soulkitchen against any claims from third parties in this regard.

5.2 Unless otherwise agreed, the Client is responsible and obligated to pay all copyright fees (including fees for music rights) to organizations such as Sena, Buma Stemra, or other similar institutions. Soulkitchen is obliged in such cases to provide the Client's details to the aforementioned institutions for inspection.

6. Additional Costs

6.1 On national holidays, such as Christmas, surcharges may be applied.

7. Prices, Additional Work, Reduced Work

7.1 If, after the final reservation, the cost price of raw materials, labor costs, excise duties, rents, or otherwise increases, Soulkitchen is entitled to pass on these price increases to the Client. Should a new price list be issued and come into effect by Soulkitchen and/or suppliers after the final reservation, Soulkitchen is entitled to charge the Client the prices mentioned therein, or to apply the provisions of the previous sentence. Both the provisions of the first sentence, article 7.2, and price changes resulting from law, such as taxes and levies imposed by the government, do not entitle the Client to terminate the agreement.

7.2 The agreed prices are based on the price level applicable at that time. Soulkitchen has the right to adjust the fees to be charged to the Client. Adjusted prices and rates will be communicated to the Client as soon as possible.

7.3 In case the Client is a natural person not acting in the exercise of a profession or business, price increases may be passed on/charged up to 3 months after their occurrence as described above, unless the Client is entitled to terminate the agreement within one week after receiving notice of the change. If price changes occur with a longer lead time than three months, the right to terminate the agreement does not exist.

7.4 Insofar as changes/adaptations result in Additional Work, this will be at the Client's expense and will be invoiced separately. As much as possible, such Additional Work will be confirmed in writing. If Additional Work is not confirmed in writing, we are entitled to charge market-conforming prices for this.

7.5 If an Event lasts longer than agreed upon by the parties, this will be considered Additional Work unless the longer duration is caused by intent or gross negligence on the part of Soulkitchen.

7.6 Reduced Work is not compensated by Soulkitchen unless otherwise agreed in writing or unless the Client uses the cancellation policy as stated in article 9.

7.7 Soulkitchen may at any time require the Client to deposit a security deposit with Soulkitchen or provide a bank guarantee. The received security deposit or bank guarantee serves exclusively as security for Soulkitchen.

8. Payment Conditions

8.1 After the final reservation and agreement on a Production Date, down payments must be made by the Client as follows, unless otherwise agreed in the Quotation:
1st installment: The client receives an advance invoice 6 weeks prior to the event. The advance invoice amounts to 90% of the total order sum. This amount must be paid within 14 days after the invoice date. 2nd installment: The client receives the second invoice immediately after the event. This invoice includes the remaining 10% of the total order sum (100% in total). This invoice must be paid within 14 days after the invoice date.

8.2 If the required security deposit or bank guarantee is not provided or not provided in time, we will not allow the event to proceed. This will be considered a cancellation of the agreement without further notice of default, and the provisions stated in article 9 will apply.

8.3 Notwithstanding the foregoing, Soulkitchen is entitled to suspend or cancel the execution of an Agreement if Soulkitchen has reasonable fear and/or reason to believe that the Client will not (fully) fulfill their obligations under this or other Agreement(s).

8.4 If the Client does not make the payments on time or in full, the Client is in default without further notice of default, and from the day the default occurs, the invoice amount plus the statutory interest and a late payment interest of two percent (2%) per month over the invoice amount will be charged for each month that this term is exceeded, without prejudice to the right of Soulkitchen to claim compensation. Even if the invoice is paid during a period, the statutory interest and late payment interest will still be charged over that entire period.

8.5 If the Client is in default with the payment of any invoice for more than sixty (60) days from the invoice date, Soulkitchen is entitled to suspend and/or cancel all ongoing orders of the Client for any reason, without prejudice to Soulkitchen's right to demand performance and/or full compensation.

8.6 All collection costs, both judicial and extrajudicial, are borne by the Client, with the extrajudicial collection costs being set at at least 15% of the agreed total price.

8.7 In the event there is more than one Client, each of the Clients is jointly and severally liable to Soulkitchen for the full payment of the invoice amount.

8.8 The Client shall not suspend their payment obligation without explicit, written consent from Soulkitchen, nor shall they set off any amount owed to Soulkitchen against any amount they may claim from Soulkitchen.

9. Cancellation of Final Reservation

9.1 The Client is entitled to cancel a final reservation by sending a necessarily written and dated notice to Soulkitchen. Under no circumstances can the Client derive rights from an oral cancellation. Cancellation is considered effective when it is signed by the Client and in possession of Soulkitchen. In case of postponement or (partial) cancellation by the Client, the Client is obliged to make the following payments to Soulkitchen:

- Cancellation up to 3 months before the Production Date of the Event: 10% of the total order sum.
- Cancellation from 3 months to 1 month before the Production Date of the Event: 75% of the total order sum.
- Cancellation within 1 month before the Production Date of the Event: 100% of the total order sum.

9.2 Soulkitchen is entitled to offset the fees owed by the Client against the down payments received from the Client.

9.3 If the Client postpones the Event, this will be considered a cancellation unless a new Production Date is mutually agreed upon with Soulkitchen, on which the Event can take place and agreement has been reached regarding the buyout sum, where the costs already incurred by Soulkitchen prior to the postponement—if applicable—will be offset.

9.4 In the case of a partial cancellation, the percentages mentioned in article 9.1 will be applied to that part of the total order sum that relates to the number of Guests and/or program component and/or activity to which the partial cancellation pertains.

9.5 If the Event is not canceled but does not take place entirely or partially due to the Client and/or their Guests, the percentage of 100% of the total order sum will also apply. The Client has no right to compensation of any damage or any payment of any kind.

9.6 With regard to the Client's goods that we have in our possession, we are entitled to retain these goods until the time when all costs we have incurred in executing the assignment from the same Client have been paid, unless the Client has provided sufficient security for these costs.

10. Catering Costs

10.1 The Client is obliged to exclusively use the catering facilities of Soulkitchen, subject to the further conditions agreed upon for this purpose.

10.2 Catering costs are stated exclusive of the legally non-deductible sales tax (for end users) in our offers, quotations, etc. The sales tax will be specified on the final invoice at high and low rates.

10.3 Unless explicitly agreed otherwise in writing, catering costs are quoted and invoiced based on buyout.

11. General Obligations of the Client

11.1 The Client is responsible for the actions and omissions of their Guest(s), as well as the third parties they engage, and their staff, for an Event organized or executed by the parties under an agreement.

11.2 If goods and materials provided by Soulkitchen or third parties are used, the Client is obliged to return these goods and materials to Soulkitchen or the third party in the same condition.

11.3 The Client must ensure that their Guests only enter the space(s) that are explicitly mentioned for this purpose in the Agreement.

11.4 The Client must ensure that they and their Guests cooperate with any security checks of persons, coats, bags, etc.

11.5 If the Client expects media presence during their event at Soulkitchen's premises, they must inform Soulkitchen in a timely manner (at least 14 days before the Production Date of the Event).

11.6 The Client must immediately and fully comply with instructions and remarks made by or on behalf of Soulkitchen. The Client guarantees that their Guests, engaged third parties, and staff will adhere to these instructions.

11.7 The Client will not make any changes and/or additions to the layout of Soulkitchen without our prior written consent. The Client must leave the space(s) provided by Soulkitchen undamaged and in the same condition as found. It is therefore not permitted to nail or drill into floors, ceilings, walls, or columns. Nothing may be affixed or attached in the rented and/or used space(s) in any way, unless Soulkitchen gives written permission and approves the fastening material in

advance. It is not permitted to release balloons or scatter rice and/or confetti unless Soulkitchen gives prior written permission.

11.8 Soulkitchen has the right to repair any damage to walls, floors, etc., in the rented space(s) and to the goods therein, at the Client's expense, insofar as the damage occurred during the use of the space(s) by the Client or is directly related to it. Costs arising from damage and/or destruction caused by Guests, engaged third parties, and staff will also be charged to the Client if they cannot be recovered from the perpetrator(s).

11.9 The use of open fire, gas bottles, and smoke effects is strictly prohibited throughout the event venue. The use of candles, fireworks, etc., must be discussed with Soulkitchen in advance.

11.10 The Client must always comply with the fire safety regulations established by the fire department. In case of violation of fire regulations, the Client is liable to compensate any damage that may occur.

11.11 No later than three weeks prior to the event, the Client must submit a detailed plan (preferably a floor plan) for approval to Soulkitchen. If conditions are imposed based on fire regulations, the resulting costs will be borne by the Client. All materials used must be impregnated as per certificate and comply with the fire safety standard: NEN/ISO 6941 (i.e., 6065/1722 standard), fire class 2.

11.12 Before and during an event, the Client must take the necessary measures to comply with these general terms and conditions, to prevent noise disturbance, and to prevent damage to Soulkitchen.

11.13 The Client must adhere to the maximum number of guests allowed by Soulkitchen as stated in the Agreement. This depends on the nature of the activity. Soulkitchen is authorized to deny access to Guests exceeding this maximum for safety and/or logistical reasons.

11.14 Any comments on the event must be communicated to the production manager or the relevant hospitality manager during the event or immediately thereafter. Written complaints submitted in time will be addressed and responded to within thirty (30) days. Comments made later will have no effect. Submitting comments does not exempt the Client from their obligation to pay our invoice on time and in full.

11.15 The Client guarantees that there will be no noise disturbance outside (and exceeding the permit) during the use of the event venue unless Soulkitchen has given prior written permission.

11.16 The Client indemnifies us against any claim under the Dutch Chain Liability Act and guarantees to fulfill all their legal obligations in this regard.

12. Responsibilities and Authorities of Soulkitchen

12.1 Based on the information provided by the Client, Soulkitchen will endeavor to provide the agreed services to the best of its ability and judgment at a quality level that can reasonably be expected from Soulkitchen considering all circumstances.

12.2 Soulkitchen will make the space(s) where the Event will take place available to the Client on the agreed date or dates of the Event. Soulkitchen is entitled to offer other suitable space(s) instead of the agreed space(s) unless this is evidently unreasonable and clearly burdensome for the Client. In such a case, a suitable solution will be sought in consultation with the Client.

12.3 On behalf of the Client, Soulkitchen will appoint a contact person responsible for the organization and execution of the Event. This person is authorized to represent Soulkitchen in dealings with the Client.

12.4 If necessary, without prior warning, Soulkitchen is entitled to immediately (temporarily) suspend its services or unilaterally cancel the Event in whole or in part if the Client and/or their staff and/or Guests, in Soulkitchen's opinion, do not sufficiently comply with the aforementioned obligations and/or do not behave properly, thereby endangering the safety in or around the building or public order.

12.5 If necessary, without prior warning, Soulkitchen is entitled to deny access to the Event to the Client and/or any of their Guests if, in Soulkitchen's opinion, the aforementioned obligations are not or insufficiently met, there is improper behavior, or there is a strong indication that this person/these persons might endanger safety and/or public order.

13. Client Liability

13.1 The Client and their Guests enter the Event entirely at their own risk.

13.2 During the Event (including the build-up, clearance, and dismantling period), the Client is responsible for and guarantees all behavior of their Guests in and/or around the space(s) provided by Soulkitchen and in the immediate vicinity thereof.

13.3 The Client is fully liable to Soulkitchen for all damages incurred by Soulkitchen due to the Client's behavior. Additionally, the Client is fully responsible and jointly liable for all damages incurred by Soulkitchen due to the behavior of their Guests, without prejudice to Soulkitchen's right to also directly address these Guests for the damage.

13.4 The Client is obliged to have adequately insured their liability. Soulkitchen is entitled to request the Client to provide proof of this insurance.

13.5 The Client, their Guests, and their staff expressly indemnify Soulkitchen and its staff against any and all (damage) claims from third parties.

13.6 Any claim by the Client for damage compensation must be made known to Soulkitchen within a reasonable time, no longer than eight calendar days after the day on which the Client became or could reasonably have become aware of the damage and Soulkitchen's liability. The Client's right to claim damage compensation expires in any case twelve months after the event that caused the damage.

13.7 If goods provided by Soulkitchen or its suppliers, used by third parties engaged by the Client, are lost or damaged, the Client must pay Soulkitchen or its suppliers the amount required to replace or repair the involved items. The Client indemnifies Soulkitchen against claims from third parties regarding damage arising from this.

14. Liability of Soulkitchen

14.1 Soulkitchen shall not be liable for any damage of any kind and regardless of the cause, unless there is direct damage resulting from the failure to timely or properly fulfill the Agreement due to intentional or gross negligence on the part of Soulkitchen.

14.2 In the event that Soulkitchen is held liable for any reason whatsoever, Soulkitchen shall under no circumstances be required to pay any compensation exceeding the lower of the following amounts: a. the amount invoiced by Soulkitchen to the Client for the relevant Assignment at that time, or if this has not yet occurred, the amount to be invoiced in that respect, b. the amount paid by Soulkitchen's insurer concerning the damage in question.

14.3 Soulkitchen's liability for indirect damage, including consequential damage, lost profits or wages, missed savings, etc., is excluded. In any case, Soulkitchen excludes its liability for all forms of indirect, business, and/or consequential damage.

14.4 If goods are deposited and/or stored in any way, anywhere, by anyone, Soulkitchen shall not be liable for damage to or in connection with goods arising in any way.

14.5 Soulkitchen excludes its liability for all forms of damage to or involving the Client's and/or its Guests' vehicles.

14.6 The Client and its Guests are fully responsible for the property they bring. Soulkitchen is not liable for damage to or loss of this property. Soulkitchen is never liable for damage to or loss (money, jewelry, electronics, etc.) of the aforementioned property.

14.7 The liability limitations as stipulated in this article may also be invoked by Soulkitchen's staff and suppliers in dealings with the Client and its Guests.

15. Permits

15.1 If any permits are necessary for the execution of an Event, the Client is responsible for obtaining these permits in a timely manner unless otherwise agreed in writing. The failure to obtain these permits in time is entirely at the Client's risk and shall not constitute a reason for canceling the Event without applying the cancellation policy as mentioned in the Agreement.

16. Guaranteed Number of Guests for Hospitality/Catering

16.1 The number of guests specified in the final reservation or in the Agreement constitutes the guaranteed number for the respective Event for Soulkitchen.

16.2 Notwithstanding Article 11.13, changes to the guaranteed number are possible up to 7 days before the event date. During this period, the following applies:

- Changes exceeding 10% in the number of guests are not possible. If within this 10% margin, the number of guests is reduced compared to the guaranteed number, the Client will still owe the fee based on the guaranteed number.

- If within this 10% margin, the number of guests is increased compared to the guaranteed number, Soulkitchen will strive to adjust the guaranteed number to the desired number. The adjusted guaranteed number will then be binding for the invoice.
- In the period less than 7 days before the event, changes to the number of guests, regardless of the extent, are no longer possible.

17. Accessibility for the Disabled

17.1 Soulkitchen does not have elevators available for the disabled.

18. Termination, Force Majeure

18.1 Without prejudice to the other provisions in these general terms and conditions, Soulkitchen may terminate the Agreement, in whole or in part, without further notice of default, with immediate effect if: a. The Client applies for a moratorium; b. The Client files for bankruptcy or is declared bankrupt; c. The Client is admitted to the debt restructuring program (WSNP); d. The Client offers an amicable or judicial settlement; e. The Client ceases, suspends operations, or transfers them to third parties; f. The Client liquidates or discontinues its business other than for reconstruction or merging of businesses; g. The Client dies or is placed under guardianship; h. The Client changes its legal personality; i. Seizure is levied on (part of) the Client's assets; j. The Client has provided incorrect information; k. The Client fails to meet its obligations under or by virtue of the Agreement within the stipulated term; l. There are sufficient indications that the Event will have a different character than agreed upon, and Soulkitchen would not have entered into the Agreement had it been aware of this different character.

18.2 Soulkitchen is never obligated to refund any received funds or to pay damages due to termination under Article 21.1.

18.3 A shortcoming cannot be attributed to the defaulting party in case of force majeure if it is not due to its fault, nor for its account by law, legal act, or generally accepted standards.

18.4 Failures of Soulkitchen in the performance of the Agreement due to, but not limited to, war, mobilization, unrest, terrorism, floods, refusal to cooperate by third parties, fire, accident, strike, (armed) robbery, blockade, riots, occupation, government hindrance, (large-scale) (natural) disasters, nuclear reactions, delayed delivery of goods, disruptions in water and energy supplies, national mourning, failure, untimely or improper performance by a third party on whom Soulkitchen

depends for the performance of the Agreement, malfunctioning of installations necessary for the proper performance of our services, illness of the artist, other business disruptions, and other similar circumstances beyond the control of Soulkitchen are deemed not attributable to Soulkitchen and do not entitle the Client to dissolve the Agreement or claim damages and/or guarantee. However, Soulkitchen is entitled to suspend the performance of the Agreement and/or partially or wholly dissolve the Agreement in writing without being liable for any damages and/or guarantee.

18.5 If Soulkitchen has already performed any part of the Agreement at the time of termination for any reason, these performances and the associated payment obligations cannot be undone. The Client will then be obliged to fully reimburse Soulkitchen for all costs incurred for the already performed services.

19. Confidentiality

19.1 The management of Soulkitchen and its employees will treat all confidential information provided by the Client as such and under strict confidentiality. Agreements, prices, rates, and services that are part of the assignment to Soulkitchen by the Client are strictly confidential.

20. Intellectual Property

20.1 All intellectual property rights, including but not limited to patent, design, model, trademark, database, and copyright or other rights that Soulkitchen creates/develops in the context of the assignment (including but not limited to the final production and execution of the offers, quotations, agreements, and concepts as a whole or individual parts thereof), belong to Soulkitchen. The Client is not permitted to infringe in any way on Soulkitchen's intellectual property rights.

20.2 In principle, it is forbidden to make reproductions (including photos and other visual material) of the building, people, interior, and/or other intellectual property rights related to Soulkitchen for commercial use unless otherwise agreed in writing.

20.3 The Client is not permitted to publicly use Soulkitchen's names, logos, and/or other publicity expressions without our prior written consent. Any form of publicity requires prior written permission from Soulkitchen for that specific expression to be presented in advance. Soulkitchen reserves the right to disallow the use of image, text, name, and logo usage on any grounds and in any form of communication. Please inform all parties involved in your event about the correct use of the mentioned brand names.

20.4 The Client guarantees that its Guests will comply with the provisions of this article as if they were bound to it as the Client.

20.5 Publicity expressions on the premises are subject to conditions. In all cases, the Client must obtain prior written permission from Soulkitchen for that specific expression to be presented in advance.

20.6 The Client is not permitted to distribute or have distributed advertising and/or promotional material at the venue without prior written permission from Soulkitchen for that specific expression to be presented in advance.

21. Miscellaneous

21.1 Any failure by Soulkitchen to invoke any right at any time, respectively, a resulting legal consequence, does not lead to the loss by Soulkitchen of the ability to invoke that right, respectively, legal consequence at a later time, nor does it cancel any right of Soulkitchen.

22. Disputes

22.1 All agreements between Soulkitchen and the Client are governed by Dutch law. Unless mandatory law dictates otherwise, all disputes will be exclusively settled by the competent court in Amsterdam.