

General Terms and Conditions collect.fyi

Definitions

General Terms and Conditions:	These are the general terms and conditions used by or on behalf of collect.fyi.
collect.fyi:	collect.fyi V.O.F., a general partnership under Dutch law, also doing business under the name 'collect.fyi', with its registered address at Scheepmakersdijk 36A, (2011 AT) Haarlem, and/or any affiliated enterprise as referred to as party 1 in the Agreement.
Services:	The paid services to be provided by collect.fyi to the Client based on the Assignment, as further specified in the Assignment. These services may include coordinating tours for artists and DJs up until the commencement of an event. All activities during the event itself pertain to the Client. The Services to be provided by or on behalf of collect.fyi will be further described in the quotation attached to the Assignment or Agreement.
Expenses:	The costs incurred by collect.fyi for the execution of the Assignment and, if agreed upon in writing, approved by the Client, regardless of their nature.
Assignment:	The work to be performed and/or Products and/or Services to be delivered by collect.fyi as described in Article 1 of the Agreement and any Annex(es) to the Agreement, as part of an agreement for services.
Client:	The natural or legal person or any other entity referred to as party in the Agreement, who assigns to collect.fyi the task of performing certain activities and/or delivering certain Products and/or Services.
Agreement:	The agreement for services between collect.fyi and the Client, concluded in writing between the parties (e.g., email confirmation).
Products:	The goods or proprietary rights related to coordinating tours for artists and DJs to be delivered by collect.fyi to the Client based on the Assignment and against payment.
Remuneration:	The remuneration to be paid by the Client to collect.fyi for the Expenses to be incurred in the execution of the Assignment and/or the work to be performed and/or the Products and/or Services to be delivered, as recorded in the Agreement.

Article 2 Applicability of the General Terms and Conditions

- 2.1 These General Terms and Conditions form an integral and inseparable part of the Agreement concluded between the Parties.
- 2.2 In case of any inconsistency in the interpretation of the content of the Agreement between the Parties, the provisions of the Agreement shall prevail over the provisions of these General Terms and Conditions.
- 2.3 These General Terms and Conditions apply to all offers made by collect.fyi and all agreements in which a Client assigns collect.fyi to perform work and/or deliver Products and/or Services related to coordinating tours for artists and DJs, as described in the Agreement/Assignment, in the broadest sense of the word, unless expressly agreed otherwise in writing between the Parties. The Client expressly accepts the applicability of these General Terms and Conditions in relation to subsequent Assignments and offers from collect.fyi.
- 2.4 The applicability of any general terms and conditions of the Client, under any name whatsoever, is explicitly rejected.
- 2.5 collect.fyi reserves the right to unilaterally amend these General Terms and Conditions, either entirely or partially. collect.fyi will notify the Client of any changes to its General Terms and Conditions. If the Client considers the new General Terms and Conditions to be unacceptable, they must inform collect.fyi in writing (email is sufficient) within 5 (five) working days of being notified; failing which, the Client will be deemed to have irrevocably accepted the new General Terms and Conditions.
- 2.6 Provisions in the General Terms and Conditions that are by their nature intended to continue after the termination of the Agreement/Assignment shall retain their effect thereafter. These provisions include, among others, warranties, indemnifications, liability, confidentiality, intellectual property, applicable law, and choice of forum. Termination of the Agreement/Assignment, for any reason, shall not affect these provisions.

Article 3 Conclusion of Agreement or Assignment

- 3.1 All offers made by collect.fyi are non-binding unless expressly agreed otherwise in writing. The Client is obligated to provide (i) all data, information, and documents requested by collect.fyi, and (ii) any other data, information, and documents that may be relevant for the preparation and execution of the Assignment, in a complete, correct, and timely manner, based on which collect.fyi will make an offer to the Client and - in the case of an Agreement or Assignment - carry it out. An Agreement or Assignment shall only come into effect after an offer from collect.fyi has been unconditionally confirmed in writing by the Client and subsequently reconfirmed in writing by collect.fyi via email or at the start of the execution of the Assignment.
- 3.2 collect.fyi may terminate negotiations regarding a potential Assignment at any time. In such a case, the Client cannot compel collect.fyi to continue negotiations or pay any compensation for any costs or damages incurred by the Client, regardless of the nature or origin of such damages.

Article 4 Client's Obligations

- 4.1 The Client is obliged towards collect.fyi to provide all relevant information and instructions necessary for the execution of the Assignment or Agreement in a timely, correct, and complete manner, including the submission of necessary documents, (travel) schedules, agenda changes, and any other obligations and instructions required by authorities, related to any activity of the Client. The Client guarantees to collect.fyi that it possesses all the permits and exemptions required for (the result of) the Assignment in connection with which collect.fyi performs its activities and/or delivers its Products and/or Services. Upon request, the Client shall promptly provide collect.fyi with access to said permits and any (additional) permit conditions and/or exemptions, or provide collect.fyi with a copy thereof.
- 4.2 The Client shall promptly provide collect.fyi with full access to any arrangements made with the government or any other entity related to the execution and the result of the Assignment. The Client shall inform the relevant third parties, such as government agencies, local authorities, suppliers, subcontractors, participants, visitors, and employees, about the activities and powers of collect.fyi.
- 4.3 The Client shall not assign or allow any third party to perform any work similar to that of collect.fyi, related to (the result of) the Assignment in connection with which collect.fyi performs its activities, in the relevant territory without the prior written consent of collect.fyi. The Client shall fully enable collect.fyi to carry out its work properly.
- 4.4 The Client is required, in compliance with any instructions from the authorities, to promptly comply with any instructions from collect.fyi regarding the execution of the Assignment. Under no circumstances does this create any responsibility for collect.fyi beyond what is explicitly stated in this Agreement by collect.fyi.
- 4.5 The Client shall handle objects, items, and information from or on behalf of collect.fyi that it possesses in the context of the execution of the Assignment or Agreement with due care. During the term of the Assignment or Agreement, the Client shall bear the risk and shall adequately insure and keep insured against the consequences of the disappearance, damage, destruction, loss, and theft of such objects, items, and information from or on behalf of collect.fyi. The Client shall ensure that any third parties involved at its request in the delivery of Products and/or Services will also handle such objects, items, and information from or on behalf of collect.fyi with due care, and the Client shall be responsible for the conduct of these third parties as well.

Article 5 Responsibilities of collect.fyi

- 5.1 Under this Assignment, collect.fyi is solely responsible for the specific work and/or the delivery of Products and/or Services specified in the Agreement. In the context of the Assignment, collect.fyi is free to perform the work and/or deliver Products and/or Services at its discretion, with or without the involvement of third parties. The Client is responsible for all other activities.
- 5.2 In the context of the proper execution of this Agreement, collect.fyi processes the personal data of individuals working for or on behalf of the Client. This includes, in any case, the storage and further processing of the following personal data: name, (mobile) phone number, email address, and, where applicable, location data, actions logged via a digital logbook, and potentially GPS data of individuals working for or on behalf of the Client's organization. In principle, collect.fyi acts as the so-called "data processor" under the General Data Protection Regulation (GDPR) concerning this specific processing. This means, in particular, that collect.fyi processes personal data on behalf of the Client, for purposes and in a manner agreed upon between the Parties. With regard to this specific processing, collect.fyi is responsible for processing the Client's personal data in compliance with the GDPR and shall take appropriate technical and organizational measures for this purpose. In the event of such processing, collect.fyi may also enter into data processing agreements with third parties. This is without prejudice to the Client's own responsibility for the (other) processing of personal data.

- 5.4 Any Client who concludes an agreement with collect.fyi for the acquisition of one of its Products and/or Services and thereby provides personal data to collect.fyi for the functioning of the Product(s) and/or Service(s) is a "data controller" for managing, providing, and keeping this personal data up-to-date. This particularly applies to specific content that the Client makes available to collect.fyi, which may include personal data. The Client shall indemnify collect.fyi against any liability and claims from third parties, including any fines imposed by authorities, in this regard.
- 5.5 In the context of the execution of the Assignment or Agreement, collect.fyi is entitled to mediate in the conclusion of agreements between the Client and third parties, whereby the Client contracts directly with these third parties through the mediation of collect.fyi. In this regard, the Client grants collect.fyi an irrevocable and full power of attorney to act on behalf of the Client in mediating such agreements with third parties. However, collect.fyi shall first submit quotes and agreements with third parties to the Client for approval, which approval shall not be unreasonably withheld or delayed.

Article 6 Compensation, Expenses, and Payment

- 6.1 All fees and expenses are exclusive of turnover tax and other levies imposed by the government. The Client must pay the agreed-upon compensation and expenses monthly in arrears after (partial) preparation and execution of the work and/or delivery of Products and/or Services agreed upon by the Parties within the context of the Assignment, unless expressly agreed otherwise in writing. Payment must be made without deduction, suspension, or setoff.
- 6.2 The Client's payment must be made in accordance with the agreed-upon Agreement with collect.fyi, including the payment schedule provided therein, whereby payment to collect.fyi must be made within the payment term of 7 (seven) days after sending the relevant invoice.
- 6.3 If the Client fails to pay the amount due within the applicable term, the Client will be in default by operation of law and will owe collect.fyi a contractual interest of 1.5% (one and a half percent) per month or part thereof on the amount due.
- 6.4 If the Client is in default of payment, collect.fyi will hand over its claim for collection, and the Client shall reimburse collect.fyi for all costs associated therewith, the amount of which will be determined in accordance with the law, with a minimum of €500.00 (excluding VAT).

Article 7 Execution, Outsourcing, Changes, and Extra Work

- 7.1 In the performance of the Assignment or Agreement, collect.fyi will use its best efforts and act reasonably as expected from a proper contractor. However, collect.fyi does not guarantee any specific result, including but not limited to visa applications. collect.fyi is entitled to fully or partially outsource the execution of its activities to a third party, provided that this does not result in a performance fundamentally different from the agreed performance. Any other deadlines communicated by or on behalf of collect.fyi are merely indicative, not binding collect.fyi, and are not considered firm deadlines. If proper execution of collect.fyi's activities in connection with (the result of) the Assignment makes it necessary, collect.fyi is entitled to modify or supplement the agreed-upon activities after prior consultation with the Client. If a fixed price has been agreed upon for collect.fyi's activities, any excess above 10% of the initial agreed-upon compensation will require the prior written approval of the Client, unless otherwise agreed in the Agreement.
- 7.2 The starting and ending times of (the result of) the Assignment as communicated by the Client to collect.fyi in advance are binding. If the Client requests collect.fyi during the preparation or execution of (the result of) the Assignment to change the communicated end time to a later time or makes other requests not included in the Assignment, collect.fyi is entitled to either refuse this request at its discretion or accept the request (possibly) as extra work. Extra work may include costs of worked hours, material costs, hiring of personnel, travel and accommodation expenses, and invoiced costs by third parties, with a minimum compensation of €75.00 (excluding VAT) and €75.00 (excluding VAT) for each additional worked hour beyond the initial compensation, excluding amounts for making additional external costs, e.g., ticket rebooking, document legalization, etc.
- 7.3 In case of any changes, collect.fyi will inform the Client in writing. collect.fyi will send the revised budget and compensation to the Client, which shall be deemed to replace the original budget and compensation and form an integral part of this Agreement. Extra work will be calculated based on a cost calculation after the fact, provided that for extra work exceeding 10% of the initial compensation as laid down in the Agreement, the Client must grant prior approval, which approval will not be unreasonably withheld or delayed.
- 7.4 collect.fyi is also entitled to, in consultation with the Client, suspend (the result of) the further execution of the Assignment if events occur or threaten to occur that could put things and/or individuals in a threatening or dangerous situation.

Article 8 Retention of Title and Intellectual Property

- 8.1 collect.fyi retains ownership of any Products, Services, and items delivered or to be delivered by it until the Client has fully paid all amounts owed to collect.fyi from any cause whatsoever. Ownership of any Products, Services, and items made available to the Client, whether or not in the context of granted usage rights, will at all times remain with collect.fyi, unless otherwise agreed in the Agreement.
- 8.2 All intellectual and industrial property rights and exclusive usage rights of any kind with respect to (parts of) objects, creations, distinguishing marks, and/or items of any kind and in any form that are produced by or on behalf of collect.fyi in relation to the Products and/or Services of collect.fyi within the context of the execution of the Assignment and that are not already vested in collect.fyi by law, are contractually and jointly owned by collect.fyi. The Client shall at all times respect these rights of collect.fyi. If necessary, the Client shall cooperate in all formalities required to effect this grant of rights, for example, by signing a separate instrument to that effect.
- 8.3 The Client is not allowed to transfer the rights and/or obligations arising from the Agreement or Assignment in whole or in part to third parties without the prior written consent of collect.fyi. In the event that collect.fyi grants such consent, it may impose additional conditions, and this shall not relieve the Client of its obligations under the Agreement or Assignment.
- 8.4 The Client is only entitled to use the Products and/or Services as described in the Agreement or Assignment and any Appendices. Without prior written consent from collect.fyi, the Client is not allowed to duplicate, disclose, or modify the Products and/or Services delivered in the context of the Assignment, in any way, via any medium, to any extent.
- 8.5 collect.fyi is entitled to transfer in whole or in part the rights and obligations it can enforce against the Client to third parties or to grant (sub)licenses.

Article 9 Confidentiality

- 9.1 Each party shall be obliged to maintain absolute confidentiality with regard to all data, information, and documents of a confidential nature that it has received from the other party. Each party shall ensure that this obligation of confidentiality is also imposed on third parties with whom the respective party collaborates in the context of the execution of the Assignment. Notwithstanding the foregoing, disclosure of confidential information may be made pursuant to a court order, a statutory provision, and/or in relation to professional advisors (e.g., lawyer, accountant, and tax consultant) who need to have access to such information on a "need to know" basis.

Article 10 Notice of Default and Liability

- 10.1 The Client is and remains, subject to any instructions from the authorities, at all times independently and primarily responsible for the execution of matters from the start of an event, overall safety and security of the organization, project, venue, music production, event, cultural location, the items present there, of any kind, the consequences of loss, theft, damage, loss, and destruction, the consequences of any (imminent) emergencies, the consequences of acting in response to an (imminent) emergency, and the choices made in that regard, as well as the well-being and health of the people present on or around the premises where the Products and/or Services are/will be used. In this regard, collect.fyi only provides Products and/or Services and/or performs activities upon the instruction and in support of the Client until the start of an event. The Client also remains at all times independently and primarily responsible for the functioning, availability, and security of (internet) connections, mobile networks, and/or power supply to be used in the context of the execution of the Assignment. collect.fyi accepts no liability in this regard, and the Client shall fully indemnify collect.fyi against any liability and resulting claims from third parties.
- 10.2 The Client is and remains at all times independently and primarily responsible for the proper compliance with all applicable laws and regulations, the permits, exemptions granted to him, and any other agreements and/or instructions from the authorities in relation to the execution of the Assignment, organization, and/or production. collect.fyi accepts no liability in this regard, and the Client shall fully indemnify collect.fyi against any liability and resulting claims from third parties.
- 10.3 Third parties, such as any (other) suppliers, who contribute to the execution of the Assignment, organization, and/or production in any way, are also at all times independently and primarily responsible for the execution of their own activities. collect.fyi accepts no liability in this regard, and the Client shall fully indemnify collect.fyi against any liability and resulting claims from said third parties.
- 10.4 collect.fyi is only in default with the performance of any obligation towards the Client if it fails to comply with a written and sufficiently specified notice of default from the Client, with due observance of a reasonable period for rectification or performance. collect.fyi is not liable for any damages resulting from any default by collect.fyi in the performance of its obligations towards the Client or any damages directly or indirectly resulting from the performance of its activities and/or

- the delivery of Products and/or Services by or on behalf of collect.fyi, unless such damages are due to intent or gross negligence on the part of collect.fyi.
- 10.5 To the extent that collect.fyi may be liable towards the Client notwithstanding the above, on whatever grounds, such liability shall at all times be limited to direct damages, up to an amount equal to the invoice value of the performance that gave rise to the damages, and, to the extent that the invoice value of the performance may be higher, such liability shall at all times be limited to the amount that will actually be paid out under collect.fyi's liability insurance pursuant to the statutory liability insurance. At the first written request of the Client, collect.fyi shall provide a copy of the insurance certificate to the Client.
- 10.6 The Client shall indemnify collect.fyi against all claims from third parties for damages of any kind for which collect.fyi is not liable as a result of the above. This includes, but is not limited to, damages resulting from the use and further exploitation, in any way, of the result of the Assignment.
- 10.7 The Client shall indemnify collect.fyi against all claims from third parties seeking redress for damages resulting from, or related to, the non-compliance, incomplete compliance, and/or untimely compliance with the requirements mentioned in Article 4, and against all fines imposed by the authorities in connection therewith. The Client shall also indemnify collect.fyi against all claims from third parties seeking redress for damages resulting from deficiencies in the performed activities and/or delivered Products and/or Services, including defective execution and/or safety thereof, as well as for fines resulting from the violation of the applicable privacy laws and regulations and damages resulting from any actions of the Client or the personnel hired by him and/or (other) third parties (including any subcontractors) for the performance of the Agreement or Assignment.

Article 11 Complaints

- 11.1 The Client is obligated to promptly notify collect.fyi verbally of any complaints regarding the execution of the Agreement or Assignment upon discovery and subsequently confirm them in writing to collect.fyi within 48 (forty-eight) hours. If the Client fails to do so, collect.fyi will be deemed to have fulfilled its obligations.

Article 12 Force Majeure

- 12.1 Force majeure shall in any case mean: any circumstance beyond the control of collect.fyi that wholly or partially prevents the fulfillment of obligations of collect.fyi towards the Client or makes it unreasonable to expect collect.fyi to fulfill its obligations. In case of force majeure and/or unforeseen circumstances, collect.fyi has the right, at its option, to either suspend the fulfillment of its obligations towards the Client or to terminate the Assignment in whole or in part without judicial intervention and without being obliged to pay any compensation to the Client.
- 12.2 Force majeure shall, among other things, include, in addition to the meaning of force majeure in the law: any circumstance beyond the direct control of collect.fyi or any circumstance reasonably unforeseen by collect.fyi that temporarily or permanently prevents the fulfillment of collect.fyi's obligations under the Assignment. Force majeure shall in any case include: strikes, lockouts, illness, import, export, and/or transit bans, transportation problems, equipment breakdowns, traffic disruptions, power outages, delivery problems, changes in regulations, measures by the authorities, non-compliance with obligations by suppliers (including energy companies and suppliers of computer and telephone equipment), production disruptions, extreme weather conditions, frost, natural disasters, (threat of) pandemics, epidemics and/or viruses, (threat of) riots and/or violence and/or destruction, as well as war and/or threats of war and also (threat of) terrorist attacks and international sanctions.
- 12.3 Force majeure shall also include government measures in connection with the control (spread) of the Covid-19 virus (including variants) that significantly hinder or otherwise endanger the continuation, preparation, and/or execution of the activities of or by collect.fyi in the context of the Agreement or Assignment. In the event of cancellation due to force majeure as referred to here, the Client shall owe collect.fyi a proportional part of the agreed Fee and any Expenses incurred by collect.fyi up to the moment of cancellation, in accordance with the cancellation scheme in the Agreement.

Article 13 Termination of Agreement or Assignment

- 13.1 collect.fyi is entitled to terminate the Agreement with the Client, in whole or in part, without the need for any further notice of default or judicial intervention, or, at its option, to suspend further performance of the Agreement or Assignment, without being obliged to pay any compensation to the Client, if: the Client is in default in the performance of any obligation arising from the Agreement or Assignment; there is, in all reasonableness, an (imminent) breach of trust between collect.fyi and the Client regarding the behavior of the Client, and collect.fyi no longer has

- confidence in the progress of the execution of the Agreement or Assignment; the Client is declared bankrupt or an application for bankruptcy is filed against the Client, or the statutory debt rescheduling applies to the Client or an application for this is filed against the Client; the Client applies for suspension of payments; the Client is placed under guardianship; a significant part of the Client's assets is attached; the legal entity of the Client is dissolved or the business of the Client is liquidated; a substantial change occurs in the control over the Client's business, including a change in shareholding where a third party acquires or relinquishes a significant interest of at least 5% (five percent) in the Client's business.
- 13.2 If the Client fails to comply with any obligation under these General Terms and Conditions or fails to do so properly, the Client shall be in default without any further notice of default, and collect.fyi shall be entitled to terminate the Agreement or Assignment with immediate effect and to immediately terminate its activities, or to suspend its activities, without prejudice to the Client's obligation to fully pay the agreed Fee and Expenses to collect.fyi.
- 13.3 If the Agreement or Assignment between collect.fyi and the Client qualifies as a so-called continuing agreement, collect.fyi is at all times entitled to terminate the Agreement or Assignment, in whole or in part, in writing, with a notice period of two months, which is considered reasonable by the Parties. In such case, the Client shall have no right to any compensation or continuation of the contractual relationship.

Article 14 Cancellation of Agreement or Assignment

- 14.1 In the event of premature termination or cancellation of the Assignment, the Client is obliged to pay collect.fyi a cancellation fee in accordance with the following cancellation scheme: - termination or cancellation up to 30 days before the start of the tour, music production, or event: 50% of the agreed Fee; - termination or cancellation between 30 and 14 days before the start of the tour, music production, or event: 75% of the agreed Fee; - termination or cancellation between 14 days and the start of the tour, music production, or event: 100% of the agreed Fee.
- 14.2 This concerns a minimum cancellation fee. collect.fyi is at all times entitled to charge at least the costs incurred and lost profit made by or on behalf of collect.fyi in connection with this Assignment up to the moment of cancellation of the Assignment, including compensation for the hours worked and costs incurred by the staff and employees of collect.fyi and/or third parties engaged by or on behalf of collect.fyi, such as travel and accommodation costs and visa application costs, if necessary, based on the usual hourly rate used by collect.fyi.
- 14.3 The Client expressly agrees to the cancellation regulations applicable between collect.fyi and its subcontractors and/or contractors in the context of the Assignment, as laid down in these General Terms and Conditions, under which, in the event of premature cancellation of the Assignment due to reservations of people, materials, flights, and accommodations in relation to specific subcontractors and/or contractors of collect.fyi, 100% of the agreed fees and/or costs must be paid. collect.fyi is entitled to pass on such cancellation fees and costs in full to the Client, as part of the minimum cancellation fee mentioned in Article 13.1. This may mean that, in such case, the actual cancellation fee payable by the Client to collect.fyi is higher than the minimum cancellation fee mentioned in Article 13.1.
- 14.4 The cancellation scheme mentioned in Articles 14.1 and 14.2 also applies to the cancellation of the Assignment by the Client due to (restrictive) government measures in connection with the control of COVID-19 (and variants thereof) as referred to in Article 12 of this Agreement.

Article 15 Applicable Law and Competent Court

- 15.1 The Agreement, Assignment, and these General Terms and Conditions shall be governed exclusively by Dutch law.
- 15.2 The application of the Vienna Sales Convention is explicitly excluded by the Parties.
- 15.3 All disputes between the Parties shall be settled exclusively by the competent court in Amsterdam, the Netherlands.

Version: August 3, 2023