

GENERAL TERMS AND CONDITIONS OF DAKAKKER FOUNDATION

INTRODUCTION

These are General Terms and Conditions (GTC) of DakAkker (DakAkker) Foundation in Rotterdam. They apply to any service provided by DakAkker in the business market (B2B) towards a Client or any company that wishes to make use of the Services and Products of DakAkker, with or without compensation, by means of an Offer or an Agreement and/or any legal relationship in which DakAkker is involved.

DakAkker Foundation aims to grow a sustainable city together.

DakAkker is a "rooftop farm" of approximately 1,000m² on top of the "Schieblock" in Rotterdam. Vegetables, edible flowers, and fruit are grown and bees are kept. DakAkker is the largest open-air rooftop farm in the Netherlands and one of the largest in Europe. On the roof of the roof pavilion is the Smart Roof. A test site for smart water collection.

ARTICLE 1 SCOPE

1. DakAkker is registered with the Chamber of Commerce with number 61147133.
2. These GTC are always applicable to any form of service (Services) provided by DakAkker to a client (Client) on account of a quotation (Quotation) and/or to an assignment (Assignment) between the Parties, as well as the sale of any Product by DakAkker to a Client, whether or not drawn up in a written agreement (Agreement) between DakAkker and a Client, any situation, (additional) agreement or legal relationship, in any form, in which DakAkker is involved, included.
3. DakAkker and the Client are referred to separately as the Party and together as the Parties.
4. These GTC also apply to every offer, option, agreement to rent or use outdoor and outdoor spaces of/operated by DakAkker.
5. These GTC also apply to every offer, option, agreement to directly or indirectly offer any other (form of) catering, events, projects, campaigns, workshops, courses, advice, design, excursions, printing and similar activities and other and whether or not similar facilities.
6. These GTC also apply to every offer, option and/or agreement for the sale of Products by DakAkker to a Client, in that case a customer.
7. These GTC also apply to anyone who, in any form, is employed/active at/for DakAkker, everyone who is engaged by DakAkker and anyone for whose acts or omissions DakAkker, in any form, is or may be liable.
8. By signing an Offer and/or an Agreement with DakAkker, the Client declares that it is aware of and agrees with the General Terms and Conditions of DakAkker.
9. Application of any (general) terms and conditions of the other Party and/or any third party other than DakAkker is expressly excluded, even if those terms and conditions would have been offered to DakAkker first, in any way.
10. If the GTC of DakAkker and those of the Client still conflict, the content of the Agreement between the Parties will always take precedence over any general terms and conditions and (subsequently) the non-conflicting provisions of/in the GTC of DakAkker, in addition to the Agreement, will remain in full force and form the entire Agreement between the Parties, on the understanding that the Agreement always takes precedence over GTC.
11. If any provision in these GTC or in the Agreement is null and void or is annulled, the GTC or the Agreement will otherwise remain in force and the relevant provision will be replaced by a provision that approximates the purport of the original provision as closely as possible, in consultation between the Parties.
12. The GTC extend to answering questions from the Client via e-mail, additions to Quotations, to Assignments or agreement(s) or extensions thereof.
13. DakAkker continuously makes its GTC publicly available via its website(s), which is the responsibility of a Client to take note of them at all times.

ARTICLE 2 DEFINITIONS

1. The term 'locations' includes, among other things, all indoor and outdoor spaces that DakAkker offers to the Client, including the usual facilities, including utilities, materials and a basic interior that is suitable for the specific activity at or in the location in question.
2. Facilities include, among other things, all technical equipment, tents, stages, etc. suitable for the activity as described in the Agreement.
3. The term 'event' means, among other things, a (series of) activity(s) organised by or on behalf of DakAkker aimed at the public, such as information markets, excursions, tours, conferences, congresses, symposia, workshops, in the broadest sense of the word.
4. The term 'project' or 'campaign' means, among other things, an activity organised in a project-based manner or a series of planned activities, with a specific goal, and aimed at the target group determined by the Client.
5. A course is understood, among other things, as the provision of a (series of) educational meetings for the benefit of a target group determined by the Client.
6. Design and/or printing includes, among other things: the design and/or production of advertising (including digital) resources aimed at recruitment and publicity of a certain subject aimed at a certain target group.

ARTICLE 3 QUOTES, ASSIGNMENTS AND HOUSE RULES

1. These GTC apply to any commitment between the Parties.
2. Each Quotation provided by DakAkker has a validity period of 14 (fourteen) days, after which it expires by operation of law, unless otherwise agreed in writing.
3. An Offer accepted by a Client will be confirmed in writing by the Parties in and further elaborated in an Agreement.
4. For all facilities, all events, all campaigns, every design or printed matter, excursions, all courses and/or locations, further regulations and house rules (House Rules) apply under these GTC, which are included, not exhaustively, in Annexes 1 to 5.
5. The Client must always, and in advance, inform DakAkker of the House Rules and must behave and act accordingly in accordance with those House Rules.
6. The Client must also inform its users of the (specific) House Rules with regard to facilities made available by DakAkker, and ensure that users behave and act in accordance with those specific House Rules.

ARTICLE 4 COMPENSATION

1. The Client shall pay DakAkker a fee (Fee) for the Services provided by DakAkker and Products that it sells, subject to conditions that the Parties agree upon by e-mail, quotation or Agreement.
2. After acceptance of a Quotation by the Client or after the signing of an Agreement by the Client, DakAkker is entitled to send the Client an advance invoice of 50% (fifty percent) of the Fee approved by the Client.

ARTICLE 5 COSTS

1. In addition to the Fee, DakAkker can and may charge the Client for the actual, reasonable, business costs incurred by it in respect of its Services and the Products and comparable and other transactions.
2. DakAkker will, as far as possible, indicate in advance which costs it expects and ask the Client for approval in advance.
3. In the event of unforeseeable or non-foreseeable costs that are necessary for the performance of the Services and where objectively, due to time pressure, timely consultation with the Client is not possible, DakAkker will charge these costs.

ARTICLE 6 INVOICES AND PAYMENTS

1. The payment of an invoice sent by DakAkker to the Client must be made by the Client, without any suspension or without any set-off, within 14 (fourteen) days of the invoice date of that invoice, unless a different term or otherwise, further, has been agreed in writing between the Parties.
2. Amounts as determined and mentioned in an Agreement and as referred to in these GTC, are denominated in Euros and stated exclusive of any VAT, unless otherwise described.
3. In the event of default of payment within the aforementioned period, the Client will be in default and will be liable for payment of statutory interest as set out in Article 6:119a of the Dutch Civil Code, and also for all costs incurred by DakAkker in connection with the collection of an invoice.
4. In the event of a default, all costs, such as administration costs, (extra)judicial costs, costs for a bankruptcy filing, will be borne by the Client.
5. Extrajudicial (collection) costs are due if DakAkker has handed over a claim for collection, and amount to at least fifteen percent of the unpaid amount, with an absolute minimum of 100 (one hundred) Euros.
6. If Client does not provide the information requested by DakAkker about its obligation to pay, or if any (other) obligation towards the Client prevents DakAkker from carrying out the work, or if there is reasonable doubt that the Client will comply with the payment obligations, DakAkker is entitled to suspend the execution of the work with immediate effect.
7. If the Client fails to comply with any obligation included in any agreement between the Parties, the discounts and/or similar commissions granted by DakAkker will lapse with retroactive effect, and DakAkker will be entitled to supplement its invoices.

ARTICLE 7 CLEARING

All claims of DakAkker must always be paid by the Client without the Client being entitled to invoke any form of set-off, suspension, deduction or otherwise, for whatever reason.

ARTICLE 8 CANCELLATION

In case of cancellation, a fee will be charged as follows:

- From 7 (seven) working days before the start of the execution of an Assignment, 100% (one hundred percent) of the costs as included in the Quotation or the Agreement will be charged to the Client on the basis of an invoice.
- From 14 (fourteen) working days before the start of the execution of an Assignment, 65% (sixty-five percent) of the costs as included in the Quotation or in the Agreement will be charged to the Client on the basis of an invoice.
- From 30 (thirty) working days before the start of the execution of an Assignment, 30% (thirty percent) of the costs included in the Quotation or in the Agreement will be charged to the Client on the basis of an invoice.

ARTICLE 9 SUSPENSION

DakAkker is entitled to suspend its obligations under the Agreement in the event of any formal and/or material shortcoming on the part of the Client, being a structural breach of a formal and/or material obligation under the Agreement, including failure to comply (in time) with a payment obligation or if the Client has filed its own application for bankruptcy or suspension of payments, the bankruptcy has been declared or a suspension of payments has been granted to the Client or if a receiver or administrator has been appointed by the Client or if the Client is otherwise no longer able to meet its obligations towards its creditors.

ARTICLE 10 INFORMATION

1. The Client must make available all information of which DakAkker indicates that it is necessary for the correct execution of the Assignment or of which the Client knows or can reasonably know that DakAkker needs that information for correct execution, in the form and manner desired by DakAkker and in a timely manner.
2. The Client is obliged to provide DakAkker with all information and documents that DakAkker needs to be able to comply with any general regulations regarding the exercise of its business activities.
3. The Client shall always immediately and fully inform DakAkker of any facts and/or circumstances of which the Client knows or can reasonably know that they are or may be important for the performance of the Assignment by DakAkker.

ARTICLE 11 FORCE MAJEURE

1. DakAkker does not have to comply with any obligations or obligations if DakAkker is hindered by any form of force majeure or any form of unforeseeability, being in addition to what is already understood in the law and case law, all external causes, whether or not foreseeable, over which DakAkker cannot exert any influence, or due to a circumstance or circumstances that is not attributable to, a debt, whether or not excluded, of DakAkker that is not for the account of DakAkker by virtue of the law, (a) legal act(s) or by virtue of the prevailing social or economic or legal views.
2. DakAkker may suspend its obligations from an Assignment during a (period of) force majeure or in the event of unforeseeability and may dissolve the Agreement at its own discretion and in that case DakAkker is never obliged to pay the Client any compensation.
3. If any form of force majeure occurs when the Assignment has already been partially performed, the Client is obliged to meet its (financial) obligations towards DakAkker up to that moment and DakAkker may invoice the part of the Assignment that has already been fulfilled and also the further work it has prepared regarding the Assignment.

ARTICLE 12 LIABILITIES

1. The Client is independently and fully liable for the persons it brings to DakAkker in respect of the Services or Products of DakAkker and indemnifies DakAkker against any claim in the broadest sense of the word of/by one of those persons against DakAkker.
2. By granting an Assignment by the Client to DakAkker in any form, the Client completely and completely waives (all) its rights to hold DakAkker and/or managers, persons and/or auxiliary persons and/or other parties involved in any form who are active for DakAkker in any form liable on the basis of breach of contract and/or unlawful act and/or any other claims and/or for any damage, in any form and/or extent, which arises or would arise therefrom for the Client and which is or could be causally related to the execution of the Assignment carried out by DakAkker for the Client.
3. DakAkker is not liable for any form of damage arising from the execution of the Assignment, or from related Assignments, including, but not limited to: indirect damage, consequential damage, trading loss, loss due to delay, damage due to loss of time, loss of goodwill, missed savings, loss of profit, personal injury, damage due to stagnation or claims by customers or relations of the Client due to any cause, suffered by anyone. In the event of intent or recklessness on the part of DakAkker, DakAkker is only liable for intent or recklessness in the narrow sense.
4. The Client is at all times exclusively liable for all damage suffered to buildings, spaces, indoor and outdoor locations, halls, grounds in any form and at any time, both during the construction, the duration and the dismantling of events (periods) and similar moments.
5. The Client shall at all times be exclusively liable for all damage to technical facilities and technical equipment as a result of incorrect operation of equipment.
6. The Client shall at all times be exclusively liable for all other damage resulting from cancellation of the Assignment, Quotation or Agreement.

7. The Client shall at all times be exclusively liable for all damage resulting from the incorrect application of the (House) rules as included in this Agreement and as included on/in Annexes 1 to 5 to this Agreement.
8. The Client's liability with regard to the (actual) consumption of the Services of DakAkker also extends to the acts and omissions of the persons to whom it offers access to the actual consumption of the Services and/or Products under an Agreement or a Quotation.
9. DakAkker is in no way liable for damage and/or inconvenience to a Client or persons associated with the Client or the persons that the Client brings to DakAkker, caused by the bees that DakAkker houses.
10. If, despite the above-mentioned limitations of liability, DakAkker is still liable for damage suffered by the Client as a result of the performance of an Assignment, then that liability of DakAkker is, strictly, limited to the lowest amount of:
 - A: the amount that is paid out in the relevant case under the applicable liability insurance of DakAkker, to be increased by any deductible of that insurance.
 - B: the amount of the deductible that is for the account of DakAkker pursuant to the applicable insurance contract.
 - C: the amount of the Fee that DakAkker has charged the Client for the Assignment in the last 6 months, with a maximum of Euro 10,000 (ten thousand) per (related) Assignment(s), unless the total of invoices sent by DakAkker to the Client and paid by the Client (excl. VAT and costs) for the execution of the relevant Assignment or set of Assignments, is lower.
11. Any right to compensation for the Client lapses if the Client does not report it in writing to DakAkker immediately after the discovery of damage and in any event within 6 (six) months after the specific event from which the damage arises, without prejudice to the provisions of Article 6:89 of the Dutch Civil Code.

ARTICLE 13 INDEMNIFICATION

1. The Client indemnifies DakAkker and the managers associated with DakAkker, its (auxiliary) persons and other parties involved, against any and all claims of third parties who believe/claim to have suffered damage, in any form, by, because of or in connection with (the) work performed by DakAkker for the Client, the Assignment, including follow-up, amended and additional Assignments and furthermore indemnifies DakAkker against the costs of DakAkker due to the (having to) carry out any form of defence against such claims.
2. In addition to the provisions of this article, if DakAkker is held liable by a third party for any damage for which it is not liable on the basis of the Agreement with the Client or these GTC, the Client shall fully indemnify DakAkker in this respect and DakAkker in a timely manner, prior to any payment to that third party, reimburse what he owes to this third party, or by means of immediate payment to that third party, or, in a timely manner, to DakAkker.

ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property and the associated rights thereto, IPR, both physical and digital, of DakAkker belong exclusively to DakAkker.
2. DakAkker's IPR include its copyrights, also photos and videos of the "Dakboerderij" of DakAkker, trademark rights, design rights, portrait rights, neighboring rights, database rights, trade name rights, patents, everything in the broadest sense of the word, ideas, and all other thoughts and inventions, also in the broadest sense of the word, its digital and paper documents and publications, its (sub)websites and (sub)domains and websites and domains related to those website(s), the information provided therein, source codes of software and similar as well as its recognizable thoughts, ideas and innovations, the GTC, terms and conditions, communications, in whole or in part, with the exception of external links from third parties, and are the exclusive property of DakAkker.
3. The execution of the Assignment by DakAkker never and never means that there is a transfer and/or delivery of any form of IPR from DakAkker to the Client, or of rights thereto.
4. All IPR that arise in any way during or that arise from the execution of the Assignment belong exclusively to DakAkker.

ARTICLE 15 CONFIDENTIALITY

1. The Parties are obliged to each other to maintain absolute and complete confidentiality of Confidential Information (CI) with regard to (any) content of any obligation, including the Offer or Agreement, that applies between the Parties, vis-à-vis any third party.
2. For the purposes of these GTC, "Confidential Information" means all information relating to the Parties including their own operations, services, products, administration, processes, financial matters, trade secrets and know-how, existing and potential clients and relationships, investors, all in the broadest sense of the word.
3. Parties shall not in any way retain documents, correspondence, copies, or otherwise, which relate to the affairs of the other Party and of third parties with whom a Party has cooperated, for any longer than is necessary for the performance of the Services and the Parties undertake to take the utmost care to keep all CI secure and confidential and not to disclose such information to anyone, except to the extent permitted by the content of the Offer or the Agreement, as well except to service providers designated by DakAkker and except for information that is in the public domain or information that legally demanded by an authority in relation to the Services and Products, only in a legal manner to these authorities.
4. Parties ensure that all CI is protected with security measures at a level of care that applies to its own CI and not to use it other than for purposes contemplated by Offer or Agreement.
5. Parties are obliged to report theft or loss of items and/or documents made available to them and/or used to them immediately after discovery of the loss or theft.
6. With the exception of the prior written consent of the other Party, a Party shall not refer to the Offer and/or Agreement, in terms of content or agreements in publications, advertisements, newspapers, reports, letters, brochures or any other publications.

ARTICLE 16 COMMUNICATION

1. The Parties may and may use digital tools, including e-mail (which is considered to be in writing) to communicate with each other, whereby the Parties acknowledge the risks associated with this, including but not limited to infection by viruses, interception, manipulation, incorrect (forwarding) and delays.
2. The Parties declare that they do not hold each other liable for damage resulting from the use of these means, also applicable to communication with third parties. If the Client is acting in the exercise of a profession or business, the applicability of Sections 6:227b(1) and 6:227c of the Dutch Civil Code is expressly excluded.

ARTICLE 17 PRIVACY

When processing each other's personal data if possible, Parties will comply with all relevant privacy and cookie legislation and the Parties will not provide each other's personal data to a third party without the other Party's prior consent, and the Parties will enter into processing agreements if they process each other's personal data.

ARTICLE 18 DELAY BY CLIENT

1. The delivery periods of Services and Products agreed upon by the Parties are always to be regarded by and for the Client as approximate, and never as strict deadlines, unless the contrary has been expressly agreed in writing.
2. If the progress in the execution or delivery of a work is delayed by the Client or by force majeure on its part, DakAkker may pay a part of the total price quoted proportionally and in proportion to the finished or delivered part and for the costs already incurred for the entire order (including those of the materials and semi-finished products intended for this order). all this or increased by the usual storage fee in respect of typesetting etc. made on behalf of the Client and/or stored materials and semi-finished products, will be disposed of in the period which, if no delay had occurred, would have been disposed of. If this period has not been expressly agreed in advance, the aforesaid may be available immediately after the expiry of the time normally required for the completion of the work in question. Exceeding delivery time.

ARTICLE 19 IDENTIFICATION

1. The parties shall provide each other with the correct information in order to identify each other in an appropriate legal manner for the purpose of concluding an Agreement.
2. If a Party is obliged by law to further record the identity of the other Party, the Parties will cooperate.

ARTICLE 20 EFFORT

With regard to the execution of the Assignment, in any form, DakAkker only has an obligation to perform to the Client, never an obligation to achieve a result.

ARTICLE 21 SURVIVAL

The articles which, by their nature, are intended to retain their effect after the end of the Agreement shall remain in force after the end of the Agreement.

ARTICLE 22 ALTERATIONS

1. DakAkker is always entitled to amend these GTC, in writing, at its own discretion.
2. Amended GTC are deemed to have been accepted by the Client if the Client has not objected to the GTC within fourteen days after the amended GTC have been sent to DakAkker or have become known to him in some other way earlier.
3. Agreements between the Parties in any form are only valid if they have been made in writing, whether or not by electronic means, including email (covered by written means).

ARTICLE 23 DISPUTES, FORUM AND LAW

1. The Client must submit a complaint in writing to DakAkker within 5 (five) working days after the cause of the complaint, i.e. the origin of the complaint.
2. If a complaint by the Client leads to a dispute between the Parties, the Parties will endeavour to find a solution to the dispute in good consultation.
3. If the Parties do not find a solution to a dispute, the dispute will be settled by the competent Dutch court and Dutch law will apply.

Rotterdam, February 2024

ANNEX 1 (HOUSE) RULES FOR THE USE OF LOCATIONS AND FACILITIES

The respective (House) rules in general in this regard are:

- The Client may only use locations (i.e. rooms or the available outdoor space(s)) and facilities for the purpose that has been communicated to DakAkker in writing.
- The Client must follow the instructions of the employees or location managers or excursion leaders of DakAkker with regard to the use of the location(s), i.e. rooms and/or outdoor space(s) and facilities. The Client must inform itself who the responsible employee(s) or location managers are.
- Nothing may be posted or otherwise attached by the Client at the location without the prior, written, consent of DakAkker.
- The Client is not allowed to use confetti on location, nor is it permitted to scatter rice or other Products.
- The Client is obliged to report and compensate any damage to the location.
- The Client shall ensure that no dangerous, flammable and/or odour-spreading goods or substances are used in and on location(s).
- If noise nuisance occurs before, during or after the period of the event, the Client will take measures itself.
- The Client is not permitted to enter the locations of fellow users during the event.
- The Client must ensure that the location is entered and exited calmly, without inconvenience to local residents or fellow users.
- During the event, the Client will ask questions to the (representative) of DakAkker or the location manager or excursion leader.
- When using facilities that are not mentioned in the quotation, DakAkker may charge costs.
- The Client is responsible for users who have any relationship with the Client and who are located in or in the vicinity of the location(s).
- The Client is liable for all damage caused by these users.
- The Client shall ensure that it is clear to users and third parties that he, and not the owner, manager or lessor of the location, is acting as the organiser of the meeting.
- The "roof regulations" as published on www.DakAkker.nl are in force and will be followed by the Client.

ANNEX 2: (HOUSE) RULES CATERING

The respective (House) rules in general in this regard are:

- The Client is not permitted to serve itself or to give its users access to the bar or kitchen unless explicit written permission has been granted by DakAkker.
- The Client and the participants or guests/users invited by them are not permitted to use, sell or provide food or drinks brought with them free of charge, unless written permission has been granted by DakAkker, whereby an e-mail is considered to be written permission.

ANNEX 3: (HOUSE) RULES FOR TECHNICAL FACILITIES

The respective (House) rules in general in this regard are:

- The use of technical facilities by the Client is not permitted unless competent technical personnel, whether or not through DakAkker, are hired for this purpose, and, always, only after assessment and written permission by DakAkker.
- Use of equipment to be brought by the Client is only permitted after consultation and written permission from DakAkker.
- Sockets, distribution boxes and power supply(s) on site(s) may only be used in consultation with a competent and competent technician.
- Damage to facilities as a result of any improper operation will be recovered from the Client.

ANNEX 4: (HOUSE) RULES DESIGN

The respective (House) rules in general in this regard are:

- Changes to the original Assignment, Quotation or Agreement of any nature whatsoever (including in the text, in the method of typesetting, in the adaptation on the placement of clichés or photolithographs, in the printing or binding work, etc.) made in writing or in any other way by or on behalf of the Client, which cause higher costs than those incurred in the Assignment, Quotation or Agreement could be calculated, will still be charged extra by the Client.
- Changes which, on the other hand, result in a reduction in costs will give rise to payment of a lower amount than agreed.
- Changes to the execution of the Assignment requested by the Client after the Assignment has been issued, must be notified to DakAkker in a timely manner and in writing. If they are submitted verbally or by telephone, the risk for the implementation of the changes will be borne by the Client
- Changes made to an Assignment that has already been granted may result in the delivery time or delivery times agreed upon for the changes being exceeded by DakAkker beyond its responsibility.
- With regard to the storage and use, processing and processing of goods entrusted to it by or on behalf of the Client, DakAkker must exercise the same care as it applies to its own affairs in this regard. The Client bears the risk for the goods in question. If he wishes to be covered by this risk, he must take care of his own insurance.
- When the Client supplies materials or semi-finished products, it is also obliged to make the necessary waste (waste during processing or processing) available to DakAkker.
- In the event of additional delivery of materials or semi-finished products by the Client, DakAkker will not be liable for the lack of sufficient quantity in the crates, bales or packages sent to him, except in the case of fault or intent on the part of the supplier to be proven by the Client, and may charge the costs for storage of the materials or semi-finished products and the administration and control to be carried out thereon at the usual price.
- Upon delivery of materials or semi-finished products by the Client, the packaging, waste and waste from cutting, punching, etc. become the property of DakAkker.
- In the case of so-called "free delivery", the cheapest method of shipping is always followed, unless otherwise agreed in advance. In the case of any other method of shipping, the additional costs will be borne by the Client.
- The acceptance of the goods by the carrier, without a note on the consignment note or the receipt, shall be deemed to be proof that the packaging was in good condition.

- Delays or delays are not at the expense of DakAkker, unless caused by its intent or recklessness.
- The goods travel at the risk of the Client in the case of both "carriage paid" and "non-carriage paid" deliveries, unless otherwise agreed in writing.
- Unless otherwise agreed, the Client is obliged to receive the executed order immediately upon completion. If, as a result of non-acceptance, the order has to be stored in whole or in part by DakAkker after completion, it will charge the storage costs to the Client. If, in the case of agreed delivery in batches within a predetermined time, the total ordered goods have not been taken within that time, as well as if, in the case of agreed delivery in batches without a specific time for the purchase of the total ordered goods, the total ordered goods have not been taken within one year after the first delivery, the supplier has the right - at its option - to either deliver the remainder and invoice it in the usual way, or to cancel the order, in so far as it has yet to be executed, without prejudice to its right to compensation as stipulated in "Cancellation".

ANNEX 5: (HOUSE) RULES FOR PERFORMANCE ARTISTS, PRESENTERS, SPEAKERS, PHOTOSHOOTS, VIDEO SHOTS, WORKSHOP, COURSE, EXCURSION LEADERS

The respective (House) rules in general in this regard are:

- The Client shall ensure that performances and presentations by artists, speakers, photo or video shoots or similar, presenters, workshop, excursion and course leaders can take place undisturbed.
- Contacts and contracts with artists, speakers, presenters, workshop, course and excursion leaders, photographers, videographers and filmmakers, for performances/presentations at the location(s) are taken care of by DakAkker, whereby DakAkker is responsible for the necessary payments of taxes according to the artist regulations and other remittances and payments
- DakAkker will provide, after explicit instruction from the Client, the catering, dressing room and other facilities for the benefit of any hired artists, speakers, presenters, workshop, course and excursion leaders and, if necessary, and any travel allowance(s), which will be included in the Fee.
- The contacts with artists, speakers, photographers, videographers, filmmakers, presenters, workshop, and course and excursion leaders are exclusively taken care of by DakAkker, unless otherwise agreed in writing.
- Direct assignments to artists, photographers, videographers, filmmakers, presenters, course, excursion, workshop leaders and other speakers from the Client will at all times be carried out by DakAkker or persons designated for this purpose by DakAkker, unless otherwise agreed in writing.