

## TERMS AND CONDITIONS BRANDS CONNECTED B.V.

### I. GENERAL PART 1

#### Article 1 Definitions

“Services”: all services to be provided by BRANDS CONNECTED B.V., including but not limited to (communication) advice and mediation in the conclusion of agreements between brands/advertisers and Personalities; “BRANDS CONNECTED B.V.”: the company Brands Connected, registered with the Chamber of Commerce under number 930008724; “Client”: the natural or legal person making a request to enter into an Agreement or with whom an Agreement is concluded; “Agreement”: the agreement between Client and BRANDS CONNECTED B.V. concluded in the manner as determined below; “Proposal”: the described Services and the budget associated with those Services; “Terms”: these general terms and conditions.

#### Article 2 Applicability

2.1 These Terms apply to all quotations from BRANDS CONNECTED B.V., as well as to all Agreements concluded between Parties.

2.2 Insofar as offers or acceptances addressed to BRANDS CONNECTED B.V. refer to other (general) terms and conditions, the applicability thereof is expressly rejected by BRANDS CONNECTED B.V. If, however, any other general terms and conditions were to apply nonetheless, these Terms shall prevail.

#### Article 3 Quotations and Conclusion of Agreement

3.1 Both oral and written rates, offers, and quotations from BRANDS CONNECTED B.V. are revocable and non-binding and do not bind it, unless expressly stated otherwise. Written offers are valid for a period of 14 days from the date of dispatch, unless indicated otherwise.

3.2 Agreements with BRANDS CONNECTED B.V. are concluded when the Client accepts an offer or Proposal. Acceptance can take place in writing or orally.

3.3 If the activities of BRANDS CONNECTED B.V. have commenced without prior written documentation, the content of the offer/the Proposal together with the content of these Terms shall determine the content of the Agreement.

3.4 Deadlines specified by BRANDS CONNECTED B.V. are indicative only and not strict deadlines unless expressly agreed otherwise. The Services are

performed by BRANDS CONNECTED B.V. to the best of its knowledge and ability. However, BRANDS CONNECTED B.V. is only obliged to make efforts, unless expressly agreed otherwise. II. SPECIAL PROVISIONS FOR MEDIATION AGREEMENTS The provisions in this second chapter apply exclusively to Agreements that involve BRANDS CONNECTED B.V. acting as a mediator in the conclusion of agreements between Client, such as a Personality, and a third party, such as a brand or advertiser. A brand or the advertiser is hereinafter referred to as the "Advertiser." An agreement concluded between a Contractor (such as a Personality) and an Advertiser is hereinafter referred to as a "Personality Agreement."

#### Article 4 Content of Agreement and Duration

4.1 By entering into an Agreement, the Client authorizes BRANDS CONNECTED B.V. to negotiate with Advertisers on behalf of the Client and to conclude Personality Agreements between the Client and these Advertisers, anywhere in the world, regarding communication and social media expressions.

4.2 BRANDS CONNECTED B.V. informs the Client about all relevant matters and correspondence regarding the execution of the Agreement, regularly maintains contact with relevant brands, etc., in order to positively influence the success of the Client as much as possible, and undertakes to hold regular consultations with the Client regarding all activities of BRANDS CONNECTED B.V. for the Client.

4.3 The mediation of BRANDS CONNECTED B.V. is based on exclusivity. Unless otherwise agreed in writing, the Client is therefore not permitted to carry out the same activities/Services to be carried out by BRANDS CONNECTED B.V. under the Agreement, either by itself or through others, regardless of the brands, trade and/or artist name used or deployed by the Client.

4.4 The duration of the Agreement between the parties is at least one year and is automatically renewed for another year at the end of each year. The Agreement can be terminated by the Personality at any time, with one month's notice. Personality Agreements concluded during the term of the Agreement shall remain in full force and effect.

#### Article 5 Procedure and Payment

5.1 Prior to concluding Personality Agreements, BRANDS CONNECTED B.V. consults with the Client. BRANDS CONNECTED B.V. will conduct further

negotiations, taking into account the agreements with the Client. The final Personality Agreement will be concluded between the Client and the Advertiser.

5.2 The Client authorizes BRANDS CONNECTED B.V. to collect all payments from Advertisers in order to maintain the necessary overview of agreed-upon income and, if necessary, to perform collection activities at the Client's expense following instructions from the Client.

## Article 6 Compensation and Costs

6.1 As compensation for the mediation activities and other Services of BRANDS CONNECTED B.V., BRANDS CONNECTED B.V. is entitled to a commission consisting of a percentage of all amounts actually received from the Personality Agreements concluded through the mediation of BRANDS CONNECTED B.V. The compensation from the Personality agreements shall, unless otherwise agreed, be paid to BRANDS CONNECTED B.V., after which BRANDS CONNECTED B.V. shall pay these amounts, after deduction of the agreed amounts for commission and/or costs, to the Personality.

6.2 The amount of the commission and any agreed cost reimbursements are specified in the Proposal and form part of the Agreement. Therefore, the Client is always aware of the applicable financial arrangements.

## Article 7 Client Obligations

7.1 The Client shall fully inform BRANDS CONNECTED B.V. of any existing or anticipated agreements or collaborations that may be relevant to the performance of the Agreement, including, for example, agreements on exclusivity, etc.

7.2 The Client shall ensure that invoices meet all legal requirements.

7.3 The Client shall follow the instructions of BRANDS CONNECTED B.V. regarding the correct execution of an Agreement as closely as possible. Any impossibility to fulfill the agreements made, of any nature whatsoever, shall be immediately communicated to BRANDS CONNECTED B.V. by the Client.

7.4 The Client shall refer parties such as Advertisers who approach them directly to BRANDS CONNECTED B.V. The Client shall also ensure that BRANDS CONNECTED B.V. is always mentioned as the contact person for social media collaborations, including but not limited to: a. Mention in the profile of the Client's Instagram account that for social media collaborations contact should be made with BRANDS CONNECTED B.V., with mention of

the email address Ella@brands-connected.com or info@brands-connected.com. Mention on the Client's website that for social media collaborations contact should be made with BRANDS CONNECTED B.V., with mention of the email address Ella@brands-connected.com or info@brands-connected.com.

7.5 The Client shall regularly share Instagram statistics with BRANDS CONNECTED B.V., but at least once every 3 months.

7.6 The Client gives permission to BRANDS CONNECTED B.V. to use his or her portrait, his or her biographical data, and any statistics without limit on social media and on the website of BRANDS CONNECTED B.V. to promote the services of BRANDS CONNECTED B.V. and Contractors in order to present them to potential Advertisers.

#### Article 8 Handling End of Agreement

8.1 If this Agreement is terminated by the Personality, the Agreement ends one month after the date of termination.

8.2. After the termination of the Agreement, BRANDS CONNECTED B.V. has a period of three months to continue negotiations with the Advertisers that were approached by BRANDS CONNECTED B.V. at the time of termination of the Agreement. If the negotiations result in the conclusion of Personality Agreements, the provisions of Article 6 shall continue to apply. III. GENERAL PROVISIONS

#### Article 9 Intellectual Property

Rights 9.1 All intellectual property rights (including, but not limited to copyrights, brand rights, and database rights) arising from or relating to the Services provided by BRANDS CONNECTED B.V. are vested in BRANDS CONNECTED B.V. or its licensors. Nothing in the Agreement intends to transfer any intellectual property rights from BRANDS CONNECTED B.V. to the Client.

#### Article 10 Liability

10.1 BRANDS CONNECTED B.V. is only liable for direct damage suffered by the Client, which is the direct and exclusive result of an attributable shortcoming in the fulfillment of the Agreement. Direct damage is exclusively understood to mean the reasonable costs incurred to establish the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms, any reasonable costs incurred

to ensure that BRANDS CONNECTED B.V.'s defective performance complies with the Agreement, and reasonable costs incurred to prevent or mitigate damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these Terms.

10.2 Any liability of BRANDS CONNECTED B.V. for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption, is excluded.

10.3 BRANDS CONNECTED B.V.'s total liability for direct damage shall never exceed the amount of the compensation received by BRANDS CONNECTED B.V. in respect of the relevant Agreement in the calendar year in which the damage-causing event occurred.

10.4 Liability limitations contained in this Article do not apply if the damage is due to intent or deliberate recklessness on the part of BRANDS CONNECTED B.V.

10.5 The liability of BRANDS CONNECTED B.V. due to an attributable shortcoming in the performance of an Agreement arises only if the Client immediately and properly notifies BRANDS CONNECTED B.V. in writing, thereby setting a reasonable period for remedying the shortcoming, and BRANDS CONNECTED B.V. continues to imputably fall short of its obligations after that period.

10.6 The Client indemnifies BRANDS CONNECTED B.V. against any claims from third parties that suffer damage in connection with the performance of the Agreement and which is attributable to the Client.

#### Article 11 Force Majeure

11.1 If a situation of force majeure occurs, BRANDS CONNECTED B.V. shall not be obliged to fulfill its obligations towards the Client for the duration of the force majeure. Force majeure is understood to mean any circumstance beyond BRANDS CONNECTED B.V.'s control – even if it was already foreseeable at the time the Agreement was concluded – that permanently or temporarily prevents fulfillment of the Agreement, as well as, insofar as not already included, war, danger of war, civil war, riot, strikes, occupations, labor disputes, transport problems, import and export bans, government measures, including lack of required import, export, and other permits, as well as shortcomings of suppliers engaged by BRANDS CONNECTED B.V.

#### Article 12 Privacy and Confidentiality

12.1 The parties undertake to observe confidentiality with regard to all

confidential information that comes to their knowledge in the context of the Agreement.

12.2 Confidential information is understood to include all information regarding the business, operations, products, and services of the other party and all other information marked as confidential.

12.3 The parties will not disclose confidential information to third parties, except to the extent necessary for the performance of the Agreement, or unless they have the other party's written consent.

#### Article 13 Amendment of Terms and Conditions

13.1 BRANDS CONNECTED B.V. is entitled to unilaterally amend these Terms. BRANDS CONNECTED B.V. will notify the Client of any changes to these Terms at least one month before the changes take effect.

13.2 If the Client does not agree with the amended Terms, the Client may terminate the Agreement with effect from the date on which the amended Terms come into effect, provided that the Client notifies BRANDS CONNECTED B.V. of this in writing within two weeks of receipt of the notification of the amendment. The right to terminate does not exist if the change relates to a legal obligation, or if the change is of a purely formal or administrative nature.

#### Article 14 Applicable Law and Disputes

14.1 Dutch law applies to the Agreement.

14.2 Any disputes arising from or related to the Agreement shall be submitted exclusively to the competent court in Amsterdam. IV. FINAL PROVISIONS

#### Article 15 Final Provisions

15.1 These Terms have been filed with the Chamber of Commerce in Amsterdam.

15.2 These Terms have been drawn up in Dutch and English. In the event of any difference in interpretation, the Dutch text will prevail.

15.3 These Terms shall take effect on January 1, 2024.