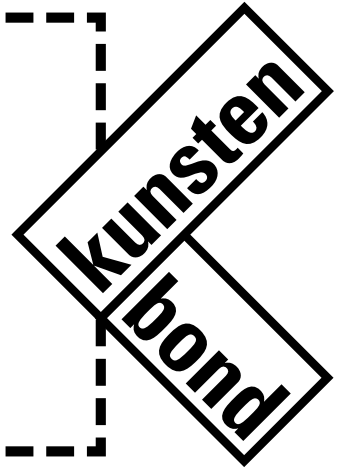


Conditions of membership and legal support of de Kunstenbond

May 2021



MEMBERSHIP

1. Commencement of membership

- 1.1 Registering as a member at de Kunstenbond is final once the board and/or the council of members accepts the application. Both the statutes and regulations of de Kunstenbond as well as these terms and conditions apply to the membership.
- 1.2 Personal details must be stated correctly and truthfully when registering as a member. Adjustments can be communicated to de Kunstenbond in writing or by e-mail.
- 1.3 Incomplete or incorrect information (and the possible negative consequences that arise from this) are considered to be for the account and risk of the member.

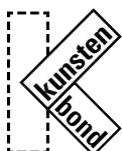
2. Types of membership and contribution

2.1 There are 4 types of memberships:

1. Full membership*
2. Basic membership
3. Student membership
4. Friend/supporter

* A full membership can have a reduced rate. Members are eligible for this reduced rate if they receive an income lower than the statutory minimum wage, based on the aggregate income stated on the final assessment.

- 2.2 The amount of contribution depends on the type of membership and is determined by the council of members of de Kunstenbond.
- 2.3 Contribution is collected on a monthly basis via direct debit of ideal payment in the month to which the contribution applies.



3. Changing membership

- 3.1** A member is committed to a membership for at least 1 year, starting from the commencement date of registration.
- 3.2** Memberships where contribution is paid on a monthly basis can be adjusted once a year to another type of membership.
- 3.3** Annual memberships where contribution is paid on an annual basis can be adjusted once per calendar year (effective date January 1st until December 31st). This adjustment must be communicated before December 15th at the latest.

4. Cancellation of membership

- 4.1** A membership ends when:
- a. a member requests cancellation by letter or through e-mail.
 - b. a member passes away, unless a family member or partner wishes to continue the membership and is eligible.
 - c. termination by disqualification; a membership will not be renewable.
- 4.2** Cancellation is possible after the minimum of 1 year and only by the end of the calendar month. The term of notice is 2 months. When switching to another type of membership the 1 year minimum starts anew on the effective date of the change.
- 4.3** Members with an annual membership can only cancel per calendar year, by the end of it (effective date January 1st). The notice period is 2 months (cancellation before 1 November).

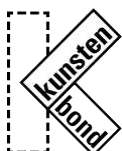
LEGAL SUPPORT

5. Providing legal Support

- 5.1** De Kunstenbond offers members legal services within the following jurisdictions:
- work and income (limited to employment law and contract agreements);
 - social security (for previous performed works);
 - intellectual property (limited to copyright, neighboring right and trade name law);
 - contract right;
 - debt collection;
 - rental rights for studio's and offices (Limited to 7:230a-business spaces).

In addition, de Kunstenbond can provide general advice on trademark law. De Kunstenbond will only offer legal services for issues that arise directly from the activities that make the member eligible for a membership, all to be determined by de Kunstenbond.

- 5.2** De Kunstenbond exclusively provides legal services for issues and requests that arise from the profession and work of a member.



- 5.3** Legal support implies: providing legal information, advice, guidance, mediation and representing the member in and outside legal proceedings. Attending contract negotiations does not count as a legal service.
- 5.4** A legal matter or issue implies: a matter or issue for which the member invokes our legal services.
- 5.5** The main objective of de Kunstenbond is to protect and look after the interests of its members with care, for which a guaranteed obligation of effort is needed.

6. The scope of cost-free legal support

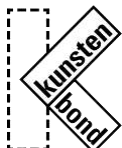
- 6.1** The right to cost-free legal support is determined by the type of membership:
- full membership: a maximum of **20 hours** per year, regardless of the amount of issues and depending on the duration of the membership (article 6.2);
 - basic membership: a maximum of **3 hours** per year, regardless of the amount of issues;
 - student membership: a maximum of **1 hour** per year, regardless of the amount of issues;
 - Friend/supporter: not eligible to make use of legal services from de Kunstenbond.
- 6.2** With a full membership, an appeal on cost-free legal support can be made up to:
- 6 hours in the first year of a membership
 - 12 hours in the second year of a membership
 - 18 hours in the third year of a membership
 - 20 hours in the fourth and following year(s) of a membership.
- 6.3** Hours that have not been used cannot be carried into the next year of a membership.
- 6.4** If the above-mentioned maximum of hours per membership-year is exceeded, the member must pay a (reduced) hourly rate for further legal services, as mentioned in article 9.2.
- 6.5** For issues and matters that arose prior to the start of the membership or during the first 3 months of the membership, de Kunstenbond manages a different number of cost-free hours of legal support: A total of **3 hours** for a full membership and a total of **1 hour** for a basic membership.
- 6.6** An issue or matter is deemed to have arisen on the moment when it is clear to the member (or could reasonably have been made clear) that there is a situation for which legal services are required.
- 6.7** When changing a membership:
- the legal rights will apply from the commencement date of the new membership and onwards. Years from the previous membership are not carried over to a new full membership
 - the provisions of article 6.5 apply, meaning that:
 - If an issue or matter arose prior to the start of the membership, the right to cost-free legal services with a full membership amounts to a maximum of 3 hours, with a basic membership a maximum of 1 hour.
 - If an issue or matter arose during the first 3 months of the membership, the right to cost-free legal services with a full membership amounts to a maximum of 3 hours, with a basic membership a maximum of 1 hour.



- 6.8** The amount of hours of cost-free legal services is adjusted pro rate:
- a. in the last year of the membership (in the case of cancellation)'
 - b. when changing the membership to a membership with fewer rights.
- When the maximum number of hours of cost-free legal services is exceeded through an adjustment and the member wishes to continue the use of our legal services, he or she will have to pay the hourly rate, as stated in article 9.2.

7 Conditions for eligibility for legal support

- 7.1** Legal services from de Kunstenbond are exclusively provided:
- a. to a person who is a member of de Kunstenbond (including proprietorship);
 - b. to a partnership when all individuals involved are members of de Kunstenbond;
 - c. to issues whereby Dutch law applies;
 - d. in the Netherlands, to which the following aspects apply;
 - All parties must be established or residing in the Netherlands.
 - The Dutch court must have jurisdiction to judge the case.
 - e. if the dispute has not previously been granted or requested legal support;
 - f. if the facts underlying the issue are not older than one year prior to the request for legal services;
 - g. if a member is entitled to all reasonable required steps to resolve the matter steps (including debt collection measures);
 - h. in matters with a principal sum of at least € 500 gross (for wage from employment and/or benefits) or an invoice value of a maximum of € 500 excluding VAT (for all other claims), without interest and other additional costs. In the event of a principal sum or claim below this limit, the legal services are limited to providing legal advice and/or information.
 - i. limitations of legal services to advice and/or information also apply when;
 - the chance of success is considered to be too low;
 - the legality of the members claim cannot be consulted;
 - the support that is requested by the member is disproportionate to the effort that has to be made;
 - the interest or issue is in conflict the core values of de Kunstenbond, all to be determined by de Kunstenbond.
- All the above at the discretion of de Kunstenbond.
- 7.2** All relevant information and details (including information about legal expenses insurance which may covers all costs of legal assistance) must be provided to de Kunstenbond in a clear and well-arranged manner.
- 7.3** When de Kunstenbond accepts a case for which legal services have been requested by a member, the member shall refrain from:
- contacting (directly or indirectly) any third parties involved in the matter (including a counterparty or legal counselor);
 - engaging another legal assistant.
- 7.4** If a member's legal expenses insurance can cover the costs of the legal services that have been requested by the member:
- The member is fully responsible for finding out the consequences that legal services from de Kunstenbond may have for the coverage;
 - At the first request of de Kunstenbond, the member must cooperate in making agreements with the legal insurer insofar as de Kunstenbond declares its willingness to give legal support under the cover of the legal expenses insurance



7.5 A member is entitled to an “addition”: subsidized legal aid or mediation.

8 By whom

Legal services are provided by a legal advisor or lawyer of de Kunstenbond or by an external legal advisor (this includes a lawyer, bailiff or debt collection agency). De Kunstenbond determines who provides the legal services accordingly to field or expertise.

9. Expenses

9.1 The expenses of legal services will be borne by de Kunstenbond as specified in the these conditions

9.2 After reaching the maximum hours of cost-free legal services as stated in article 6, de Kunstenbond will charge a reduced hourly rate as a contribution to the cost of legal services. The following rates are:

a. In the case of a full membership:

€ 100,- excluding VAT

€ 125,- excluding VAT for cases in the field of intellectual property law;

b. In the case of a basic membership:

€ 100,- excluding VAT

€ 145,- excluding VAT for cases in the field of intellectual property law;

c. In the case of a student membership:

€ 100,- excluding VAT

€ 145,- excluding VAT for cases in the field of intellectual property law;

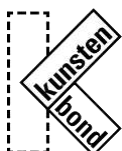
9.3 The mandatory external costs for legal services are borne by the member and are therefore only made with his or her approval. This includes, but is not limited to, costs such as court fees that must be paid for conducting legal proceedings, the costs of the bailiff, brokerage costs, the costs for gathering information or for collecting facts, and the costs of the experts and witnesses involved. De Kunstenbond is free to turn to a debt collection agency for the collection of claims if this agency provides its services on a *no cure no pay* basis without the prior permission of the member.

9.4 In legal proceedings a judge usually pronounces a court order for litigation costs. A conviction of a member to pay litigation costs to another party is at the expense of the member. Litigation costs to be paid by the other party, reduced by the amounts charged of the member in accordance with article 6 and article 9, are entitled to de Kunstenbond.

9.5 The reimbursement of the costs of legal services stipulated in a settlement agreement (e.g. for termination of employment) are entitled to de Kunstenbond

9.6 A member is obliged to reimburse the costs of legal services to de Kunstenbond insofar as the member can recover these costs (or have them recovered) from a third party; the hours up to the maximum amounts referred to in article 6 are still taken into account at the normal hourly rates specified below in article 9. If a third party reimburses these costs directly to the member, the member pays the reimbursement to de Kunstenbond.

9.7 Rates can be revised annually by de Kunstenbond board. Other parties cannot derive any rights from this statement of reduces hourly rates.

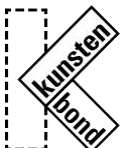


10 payment

- 10.1** De Kunstenbond sends invoices (including VAT) on a monthly basis with an overview of the activities and costs. The term of payment is fourteen days, without the right to settlement or suspension.
- 10.2** De Kunstenbond has the right to charge an advance in connection with the legal services and the costs to will have to be incurred for this. De Kunstenbond determines the amount of the advance.
- 10.3** In the event of late payment of an invoice, de Kunstenbond is authorized to suspend all provisional legal support and, if necessary, to discontinue completely without the member being entitled to any form of compensation.
- 10.4** After exceeding the term of payment issued on an invoice from, the member will be in default and will owe the statutory interest. In this respect, all payment obligations, regardless of whether de Kunstenbond has already invoiced these, are immediately due and payable. In addition, de Kunstenbond can claim reimbursement of the extrajudicial costs with a minimum of € 125,- per invoice. Payments are first deducted from the costs, then from the interest due and then from the principal amount.

11 Restrictions.

- 11.1** The board of de Kunstenbond is authorized to limit the claims of a member if a member makes an appeal to legal services that are considered disproportionately large. This is the case when a member requests legal services more than four times a year. Legal support is not provided when:
- a member does not fulfill the obligations arising from these conditions;
 - a member does not pay the contribution in time;
 - a member does not register his or her case in time, leaves correspondence unanswered or does not respond promptly to requests or questions from de Kunstenbond;
 - the issue is the result of intent, guilt or willful recklessness of the member
 - the legal support relates to an issue which, according to de Kunstenbond, cannot be settled within a reasonable period of time or if it is plausible that the third party of the member will not offer redress;
 - it regards a dispute between partners or members of a joint venture;
 - it regards matters relating to the personal liability of the member in his capacity as (de facto) director or shareholder of a legal person, partner of a partnership or member of a partnership;
 - a member behaves in an improper manner towards de Kunstenbond or any third party involved (including a counterparty or legal counselor).
- 11.2** If one of these circumstances as mentioned above occurs, de Kunstenbond has the right to suspend or discontinue the provision of legal services with immediate effect, even if the process has already been enacted. In this case de Kunstenbond will notify her member in writing.
- 11.3** The member is obliged to pay all legal costs incurred by de Kunstenbond if it appears that the member has violated these terms when he or she requested legal support whilst not stating all information correctly and truthfully.



12 Hardship clause

The board of de Kunstenbond is authorized to deviate from these conditions in special cases and only in favor of the member to ensure that the limited financial resources of de Kunstenbond should, as much as possible, benefit her members all together

13 Liability

With the exception of cases of intent or deliberate recklessness on the part of de Kunstenbond:

- The responsibility of de Kunstenbond and her employees are in all cases limited to the amount that is paid under the (profession) liability insurance of de Kunstenbond.
- De Kunstenbond is not responsible for the acts or omissions of any third party engaged in issues regarding legal support by de Kunstenbond.

14 Complaints

In the case of a complaint, the member must first turn to the person who provided legal support. If both parties cannot resolve the matter reciprocally, a reasoned complaint can be submitted to the complaints officer who investigates and settles the complaint in accordance with de Kunstenbond Legal Affairs Complaints Procedure, which applies to all provision of legal support by de Kunstenbond. This complaint procedure is provided on request.

15 Confidentiality

De Kunstenbond considers confidentiality with regard to all data provided by a member for the purpose of providing legal support, except to the extent that;

- the member agrees to make the details of the matter available to a third party;
- a correct execution of the task assigned to de Kunstenbond makes it necessary to make details available to the third party.

16 Choice of law and forum

16.1 Dutch law applies to these conditions.

16.2 The court in Amsterdam has exclusive jurisdiction in the disputes between de Kunstenbond and a member in connection with these terms and conditions (including disputes relating to legal services and the amounts owed by the member for this, and complaints outside the scope the complaints procedure).

17 Applicability

17.1 Members of de Kunstenbond are individually bound by these conditions by membership of this association. De Kunstenbond has the right to change and/or adjust these conditions annually.

17.2 The effective date of these terms and conditions is May 1st 2021.

