



## Terms and conditions Mrs. Lake Weddings & Events

### ARTICLE 1. DEFINITIONS

In these terms and conditions the following terms are used in the following sense unless expressly stated otherwise:

Mrs. Lake Weddings & Events: Mrs. Enyonam Lake, acting under the name "Mrs. Lake Weddings" located in Amsterdam and registered in the trade register of the Chamber of Commerce under number 70893470;

Contractor: "Mrs. Lake Weddings & Events";

Client: the client on whose instructions "Mrs. Lake Weddings & Events" will perform Services;

Services: Bespoke wedding planning services, master of ceremonies, coaching, bridal breakfast consultation, Your wedding planner Online, Kleinebruiloft.nl;

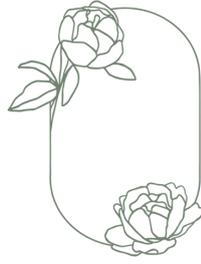
Agreement: the agreement to provide one or more Services;

Supplier: the party that has undertaken, directly or indirectly, to provide Services and/or to make goods available to the Contractor, all in the broadest sense of the word;

Third-party: the trainee or the self-employed person without staff (freelancer) or the person or legal entity who is engaged on the basis of an employment contract with the Contractor or another type of contract with the Contractor to perform the agreed Services;

Personal data: any information about an identified or identifiable natural person;

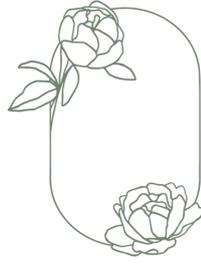
Processing of personal data: including collecting, recording, organizing, storing, updating, modifying, consulting, retrieving, using, transmitting, disseminating, making available, erasing, destroying;



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## ARTICLE 2. GENERAL

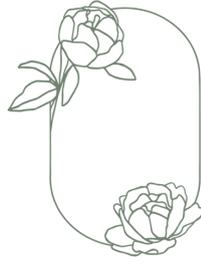
1. These general terms and conditions apply to every offer, quotation, and agreement between the Contractor and a Client to which the Contractor has declared these general terms and conditions applicable, insofar as these general terms and conditions have not been expressly deviated from by the parties in writing.
2. These general conditions also apply to all agreements with the Contractor for the execution of which Suppliers must be involved.
3. Any deviations from these general terms and conditions shall only be valid if expressly agreed in writing. The applicability of any purchase or other conditions of the Client is expressly rejected.
4. If one or more provisions of these general terms and conditions should at any time be wholly or partially void or voided, the remaining provisions of these general terms and conditions will continue to apply in full. The Contractor and the Client will then consult to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and meaning of the original provision will be taken into account as far as possible.
5. If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must take place in the context of these provisions.
6. If a situation arises between the parties that have not been regulated in these general terms and conditions, this situation should be assessed in the context of these general terms and conditions.
7. The prices relating to services and goods supplied by Third Parties, including Third Party Suppliers, are not included in the Contractor's prices unless agreed otherwise. Any additional costs, charged by Suppliers or Third Parties, will always be at the expense of the Client unless the parties agree otherwise in writing.



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## ARTICLE 3. ESTABLISHMENT OF AGREEMENTS

1. All offers and quotations, both written and verbal, are always without obligation and are valid for 14 days after the date of dispatch.
2. The Agreement is concluded by acceptance and signing of the assignment agreement by the Client.
3. If no offer has been made beforehand, the following will apply: the Contractor will record the agreement with the Client in writing and send it to the Client as soon as possible. The Client will ensure that a signed copy of this agreement is with the Contractor within 14 (fourteen) days of the date at the latest.
4. Offers or quotations do not automatically apply to future assignments.
5. The parties agree that agreements concluded via electronic data traffic are binding between the parties.
6. Additional or amended agreements after they have been signed will only be effective if they have been agreed upon by the parties in writing.
7. Additional work will be charged separately by the Contractor. Less work will never be settled because the advice and support provided remain the same even in the event of less work. If the less work is substantial, the Contractor will issue an entirely new quotation.
8. The prices in the mentioned offers and quotations are exclusive of any costs to be incurred in the context of the contract, including costs of materials, shipping, and administration, and exclusive of any monies to be paid to BUMA/STEMRA and/or SENA or licenses to be applied for.
9. Unless otherwise stated, all quotations are exclusive of VAT.
10. A composite quotation shall not oblige the Contractor to perform part of the assignment at a corresponding part of the quoted price.
11. Third parties, including employees or trainees of the Contractor, have no right to bind the Contractor. Assignments taken up by them are only valid after written confirmation by the Contractor.



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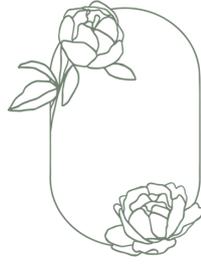
## ARTICLE 4. PERFORMANCE OF THE AGREEMENT

1. The Contractor shall perform the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. The above shall be based on the current state of knowledge.
2. If and to the extent required for the proper execution of the Agreement, the Contractor will have the right to have certain activities performed by a Supplier or another Third Party.
3. The Client shall ensure that all personal and other data which the Contractor indicates are necessary, or which the Client should reasonably understand are necessary for the fulfillment of the Agreement, are provided in good time to the Contractor. If the Contractor has not been provided in good time with the (personal) data required for the execution of the Agreement, the Contractor has the right to suspend the execution of the Agreement and to charge the Client the additional costs resulting from the delay according to the customary rates.
4. The Contractor shall not be liable for damage of any kind arising from the fact that the Contractor relied on incorrect and/or incomplete information supplied by the Client.
5. If any governmental permits and/or exemptions are required in connection with the activity to be performed, the Client shall ensure that these are actually present. The costs of the application will be borne by the Client.
6. If in the context of the assignment, work is performed by the Contractor's subcontractors or by another Third Party at the Principal's location or at a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge. These costs are not included in the amount agreed between the Contractor and Client.
7. If the Client wishes to involve Third Parties in the fulfillment of the assignment, he shall only do so after reaching an agreement with the Contractor, as the direct or indirect involvement of a Third Party in the fulfillment of the assignment may significantly affect the Contractor's possibilities to fulfill the assignment correctly.
8. The Client indemnifies the Contractor against any claims from Suppliers who suffer damage in connection with the fulfillment of the Agreement and which are attributable to the Client.
9. The Client shall indemnify the Contractor against any claims from the Client as a result of damage suffered by the Client as a result of an act and/or omission on the part of Suppliers.
10. The Contractor will have the right to discontinue the work, without the right to a refund for the Client, if the Contractor cannot perform the work properly and in a safe manner. In this case, the Contractor will also have the right to impose conditions that will enable it to still perform the work properly.
11. If on the request of the Client, the Contractor is to arrange a trip, accommodation, and/or transport in or to a foreign country, the Contractor will at all times be entitled, if not obliged, to engage a travel agent who can comply with the new Package Travel Directive.



## ARTICLE 5. MODIFICATION OF THE AGREEMENT

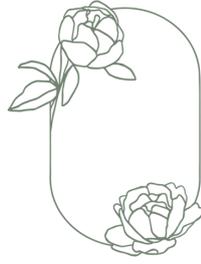
1. If during the execution of the Agreement it appears that for a proper execution it is necessary to modify or supplement the work to be done, the parties shall in good time and in mutual consultation adapt the Agreement accordingly.
2. If parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the execution. The Contractor will inform the Client of this as soon as possible.
3. If the change or supplement to the Agreement will have financial and/or qualitative consequences, the Contractor will inform the Client thereof in advance.
4. The Contractor shall be entitled to suspend the additional work agreed upon until such time as payment for the additional work has been made.
5. If a fixed fee has been agreed, the Contractor will also indicate the extent to which the amendment or supplement to the Agreement will result in this fee being exceeded.
6. In deviation from paragraph 5, the Contractor will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to the Contractor.



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## ARTICLE 6. HONORARY

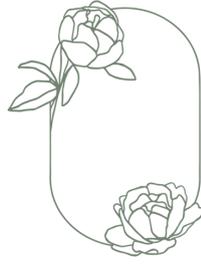
1. The parties may agree on a fixed fee when the agreement is concluded.
2. If no fixed fee is agreed upon, the fee will be determined on the basis of hours actually worked. The fee will be calculated in accordance with the contractor's usual hourly rates, valid for the period in which the work is performed unless a different hourly rate has been agreed.
3. The fee and any cost estimates are exclusive of any costs to be incurred in the context of the agreement, including costs of materials, shipping, and handling unless otherwise indicated.
4. The Contractor shall be entitled to pass on any price increases if it can demonstrate that between the time of the offer and the time of delivery, the rates relating to, for example, wages have risen substantially. Furthermore, the Contractor may increase its fee if, during the performance of the work, the originally agreed or expected amount of work is found to have been underestimated to such an extent at the time the agreement was concluded, and this is not attributable to the Contractor, that the Contractor cannot reasonably be expected to perform the agreed work for the originally agreed fee.
5. The Contractor shall notify the Client in writing of its intention to increase the fee or rate. In doing so, the Contractor shall state the scope of and the date on which the increase will take effect.
6. Travel expenses incurred by the Contractor in the course of carrying out the assignment, both domestically and internationally, shall be charged in the interim on the basis of € 0.19 ex VAT per kilometer driven.
7. Tolls and parking fees at home and abroad shall always be borne by the Client.
8. On the day of the wedding, the Client shall provide a healthy meal for the Contractor and any third parties engaged by the Contractor.



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## ARTICLE 7. PAYMENT, INTEREST, AND COLLECTION COSTS

1. The Contractor shall only commence work upon receipt of the agreed (partial) payment.
2. Payments must be made within 14 days of the invoice date - unless otherwise agreed - by transferring the amount due to the bank number in the name of the Contractor.
3. The agreed amount will be invoiced in the following manner:
  - 40% after the signing of the Agreement and before the start of the preparation work (phase 1). 40% after the delivery of the script (phase 2). 20% no later than 16 days before the wedding. This amount (20%) must be paid no later than 2 days before the wedding. (Phase 3)
  - OR in six equal consecutive installments after signing the agreement. After-calculations will be invoiced after the wedding has taken place, and must be paid in one lump sum within 7 days of the invoice date.
4. The contractor is entitled to suspend the agreed work, in case payment by the Client is not made within the mentioned deadlines.
5. Objections to the amount of the invoice or complaints about the performance of the Services do not suspend the payment obligation.
6. If the Client fails to make payment within the agreed period, the Client shall be in default by operation of law. The Client shall then owe an interest of 2% per month unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount.
7. In case of liquidation, bankruptcy, attachment, or suspension of payment of the Client, the claims of the Contractor on the Client are immediately due and payable.
8. If the Client is in default or in breach of contract in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Client. In any case, the Client is due collection costs in case of a monetary claim.
9. If the Contractor has incurred higher expenses, which were reasonably necessary, they too are eligible for reimbursement.
10. Any reasonable judicial and execution costs incurred will also be borne by the Client.



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## ARTICLE 8. CANCELLATION

1. The Client shall only be entitled to cancel the agreement in writing.
2. In the event of cancellation by the Client, he shall be obliged to pay in full all costs already incurred by the Contractor and Third-Parties engaged by it.
3. The cancellation costs for the agreed services amount to:
  - in the period up to 4 weeks (30 days) before the commencement moment 80% of the full principal sum as agreed in the assignment agreement;
  - in the period from 4 weeks up to 1 week (23 days) before the starting point, 90% of the full principal amount as agreed in the contract;
  - In the period of 1 week (7 days) before the starting time on or the day of the wedding, 100% of the full principal amount as agreed in the agreement of assignment;
4. The cancellation fee will be increased by a 15% administration fee, over the full principal amount as agreed in the engagement agreement.
5. The Client shall be liable and shall fully indemnify Contractor for any claim by any Third Party, arising from the (partial) cancellation of the agreement.
6. If the agreement is terminated prematurely by the Contractor, the Contractor shall, in consultation with the Client, arrange for the transfer of the work already performed and work still to be performed, unless this can no longer reasonably be required of the Contractor. The transfer will only take place after the client has paid all of the Contractor's invoices.



#### ARTICLE 9. INTELLECTUAL PROPERTY

1. The Intellectual Property Rights to all concepts developed and elaborated by the Contractor for the purpose of an order (or part of an order), which are presented and/or made available to the Client, including offers, documentaries, ideas, activities, designs, and/or other (written or digital) elaborations, lie exclusively with Octrooibureau Novopatent. The Client is not permitted to use the aforementioned concepts or to disclose, reproduce, publish and/or exploit their contents to third parties without the prior written consent of the Contractor.

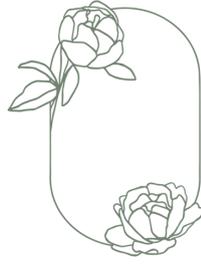
#### ARTICLE 10. COMPLAINTS

1. Complaints regarding the Services provided by the Contractor must be submitted in writing by registered mail to the Contractor within 5 (five) working days after the wedding. Complaints received after this period will not be dealt with. The Contractor has a complaints procedure which can be consulted on the Contractor's website [www.mrslake.nl](http://www.mrslake.nl).



## ARTICLE 11. TERMINATION, DISSOLUTION, SUSPENSION

1. Without prejudice to the provisions of the Dutch Civil Code, the Contractor shall, in the event of default by the Client, have the right to suspend its obligations under the agreement or to dissolve that agreement in whole or in part, at the Contractor's option. In such case, the Contractor shall be entitled to compensation for all damage suffered by it.
2. In the event of force majeure and if fulfillment is or becomes permanently impossible, or if the temporary situation of force majeure has lasted for more than 14 days, the Contractor shall be entitled to dissolve the contract in whole or in part with immediate effect. The Client shall in such cases be entitled to dissolve the agreement with immediate effect, but only in respect of that part of the obligations not yet fulfilled by the Contractor.
3. The Contractor is always authorized to terminate, dissolve or suspend the performance of the agreement in whole or in part, immediately and without judicial intervention, without prejudice to other rights to which it is entitled, if:
  - the Client dies, applies for a moratorium, files for bankruptcy or requests to be admitted to the statutory debt rescheduling scheme;
  - a petition is filed for the Client's bankruptcy;
  - If the safety of Provider, guests and/or staff, or other persons is insufficiently guaranteed.
  - The contractor is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure situation has lapsed, the Contractor shall fulfil its obligations as soon as its schedule permits.
4. In the event of dissolution, the Contractor's claims against the Client shall become immediately due and payable.



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## ARTICLE 12. LIABILITY

1. The client is obliged to take out his own and cancellation insurance for the wedding (wedding insurance).
2. The Contractor shall limit its liability to pay damages to the Client to those cases in which the Client proves that its loss was caused by gross negligence or serious misconduct on the part of the Contractor
3. If the Contractor is liable for direct loss, such liability shall be limited to a maximum of the amount of the payment to be made by the Contractor's insurer, or at least to a maximum of twice the agreed invoice amount.
4. Direct damage is exclusively understood to mean: - the reasonable costs incurred to determine the cause and extent of the damage, to the extent that such determination relates to damage within the meaning of these terms and conditions; - any reasonable costs incurred to have the contractor's defective performance conform to the agreement unless such costs cannot be attributed to the Contractor; - reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that such costs have resulted in limiting direct damage as referred to in these general terms and conditions.
5. The Contractor shall never be liable for indirect loss, including consequential loss, loss of profit, lost savings, and loss due to business interruption.
6. The limitations of liability for direct loss included in these terms and conditions do not apply if the loss is due to intent or gross negligence on the part of the Contractor.
7. The Client indemnifies the Contractor against claims from third parties for damage caused by the client having provided the Contractor with incorrect or incomplete information.
8. The Contractor accepts no liability for damage for which a claim for compensation exists or may exist under a cancellation insurance policy (wedding insurance).
9. The Contractor shall not be liable for loss, theft, and/or damage of monies and/or items (wedding gifts) belonging to the Client and/or third parties during the execution of the order.
10. The Client shall be liable for any damage to and/or loss of the items made available to the Client by the Contractor, third parties called in or suppliers - whether or not at a charge. The Principal shall indemnify the Contractor against any claims in this respect.
11. The Contractor shall not be liable for any damage to or destruction of goods during transport or dispatch by post, regardless of whether the transport or dispatch takes place by or on behalf of the Client, The Contractor, or a Third Party.



#### ARTICLE 13. INDEMNITIES

1. The client indemnifies the contractor against claims by third parties concerning intellectual property rights on materials or data provided by the client, which are used in the execution of the contract.
2. If the Client provides Mrs. Lake Weddings with information carriers, electronic files or software etc., the latter guarantees that the information carriers, electronic files or software etc. are free of viruses and defects.
3. The Client indemnifies the Contractor for any damage caused by Third Parties and Suppliers.
4. The Client indemnifies the Contractor against claims from Third Parties for damage caused by the fact that the Client provided the Contractor with incorrect or incomplete information.



#### ARTICLE 14. FORCE MAJEURE

1. A failure in the performance of his obligations cannot be attributed to the Contractor if this failure is the result of force majeure.

Force majeure includes the circumstance that third parties engaged by the contractor such as suppliers, subcontractors, and transporters, or other parties on which the client depends, fail to meet their obligations or fail to do so in time, weather conditions, acts of nature, terrorism, cybercrime, disruption of the digital infrastructure, fire, power failure, loss, theft or destruction of materials or information, roadblocks, strikes or work stoppages and import or trade restrictions, a pandemic including serious illness, government measures that seriously impede the unhindered performance of the contract.

2. The parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 14 days, either party shall be entitled to dissolve the agreement without any obligation to pay the other party damages.

3. If due to force majeure timely compliance is impossible and suspension is not possible because it was a deadline, the contract is automatically dissolved, without obligation to pay compensation for damages to the other party, except as provided in paragraph 4.

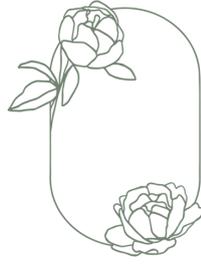
4. Insofar as the Contractor has already partially fulfilled its obligations arising from the Agreement or will be able to fulfill them at the time when the force majeure occurs, and insofar as the independent value can be attributed to the part already fulfilled or still to be fulfilled respectively, the Contractor is entitled to submit a separate invoice for the part already fulfilled or still to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate agreement.

#### ARTICLE 15. CONFIDENTIALITY

Both the Client and the Contractor are obliged to maintain the confidentiality of all information they have received from each other or from another source in the context of their Agreement.

#### ARTICLE 16. APPLICABLE LAW

All agreements between the Contractor and the Client are governed by Dutch law.



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## ARTICLE 17. PRIVACY POLICY

1. The contractor has a Privacy Policy. This Privacy Policy provides information about the personal data that Provider processes from the Client. The most up-to-date Privacy Policy can always be found at [www.mrslake.nl](http://www.mrslake.nl).

## ARTICLE 18. DISPUTE RESOLUTION

1. In deviation from the legal rules regarding the competence of the civil court, any dispute between the Client and the Contractor will, in the event that the court is competent, be settled by the Amsterdam Court. However, the Contractor will remain competent to summon the Client to appear before the court which has jurisdiction according to the law.

## ARTICLE 19. AMENDMENT AND LOCATION OF THE CONDITIONS

1. The Contractor will be entitled to amend these General Terms and Conditions from time to time.
2. The version of the General Terms and Conditions which applied at the time of the conclusion of the Agreement will always be applicable.
3. These General Terms and Conditions can be found on the Contractor's website and can be requested from the Contractor at any time.