ArtdCom

ArtdCom B.V.

General Terms and Conditions

Business-to-business services (B2B)

November 2026

Chamber of Commerce 08110700
Boslaan 9, 7231 DG Warnsveld, NL



Contents

1 Definitions
2 Applicability and Order of Precedence
3 Quotations and Formation of the Agreement
4 Term, Renewal and Termination
5 Performance, Cooperation and Planning
6 Scope, Revisions and Additional Work
7 Fees, Indexation and Costs
8 Reserved Capacity and Project Pauses
9 Websites, Hosting and Digital Services
10 SEO and GEO
11 Social Media, Advertising, PR and Content
12 Events and Event Management
13 Approval and Acceptance
14 Invoicing, Payment and Debt Collection
15 Cancellation, Postponement and Early Termination
16 Privacy, Data Processing and AI
17 Intellectual Property and Usage Rights
18 Confidentiality
19 Third Parties, External Purchases and Dependencies
20 Liability
21 Force Majeure
22 Suspension and Termination for Cause
23 Handover and End of the Collaboration
24 Complaints, Governing Law and Disputes

APPENDICES

A Data Processing Agreement
B Processing Specifications
C Event Arrangements

ARTICLE 1

Definitions

1.1 **ArtdCom**: ArtdCom B.V., Boslaan 9, 7231 DG Warnsveld, the Netherlands, business address: Westplein 12, 3016 BM Rotterdam, the Netherlands, Chamber of Commerce number 08110700, info@artdcom.com, +31 (0)85 02 30 764.

1.2 **Client**: Any business individual, legal entity or organisation entering into an agreement with ArtdCom.

1.3 **Agreement**: Any assignment, acceptance of a quotation, order confirmation, retainer, subscription, project agreement or other arrangement between the parties.

1.4 **Statement of Work**: A written or electronically recorded description of the scope, term, fees, budgets, deliverables and schedule.

1.5 **Services**: Strategy, marketing, communications, public relations (PR), branding, sales support, lead generation, CRM, marketing automation, AI, SEO/GEO, websites, social media, advertising, content, photography, video, design, events and related activities.

1.6 **Ongoing Services**: Periodic support provided for a fixed or indefinite period.

1.7 **Project**: A clearly defined assignment involving specific activities or deliverables.

1.8 **Event**: A congress, conference, seminar, roundtable, dinner, trade fair, meeting or other business-related activity.

1.9 **Third Parties**: Independent suppliers, platforms, venues, freelancers, media organisations and other parties involved in the execution of the Services.

1.10 **In Writing**: By means of a signed document or demonstrably recorded by email or other durable electronic means.

ArtdCom

1.11 **Business Days**: Monday through Friday, excluding official public holidays in the Netherlands.

ARTICLE 2

Applicability and Order of Precedence

2.1 These General Terms and Conditions apply to all offers and Agreements with business Clients. Any purchasing terms and conditions of the Client are expressly rejected unless accepted by ArtdCom in Writing.

2.2 In the event of any conflict, the following order of precedence shall apply: (a) a signed or demonstrably accepted Statement of Work; (b) specific supplementary provisions or appendices; and (c) these General Terms and Conditions. With regard to personal data, the data processing agreement (Appendix A) shall prevail insofar as it specifically governs the relevant processing activities.

2.3 Any deviations shall apply solely to the specific assignment concerned and shall not constitute a precedent.

2.4 ArtdCom shall provide these General Terms and Conditions before or upon conclusion of the Agreement in a durable and storable format.

ARTICLE 3

Quotations and Formation of the Agreement

3.1 Quotations are valid for 30 days unless stated otherwise and are non-binding until accepted. Obvious errors or mistakes shall not be binding on ArtdCom.

3.2 An Agreement shall be formed upon written or electronic acceptance, or as soon as ArtdCom demonstrably commences performance at the Client's request.

3.3 Composite quotations do not oblige ArtdCom to perform individual components for a proportionate part of the quoted price.

3.4 Estimates, expected results and schedules are indicative only, unless expressly agreed to be binding.

3.5 Verbal promises or requests shall not amend the scope of work unless confirmed in Writing.

ARTICLE 4

Term, Renewal and Termination

4.1 The Statement of Work shall specify whether the Agreement concerns a Project, Ongoing Services for an indefinite period, or an Agreement for a fixed term.

4.2 Agreements for Ongoing Services for an indefinite period may be terminated by either party in Writing, subject to three (3) full calendar months' notice. The notice period shall commence on the first day of the month following receipt of the notice of termination.

4.3 Agreements for a fixed term may only be terminated at the end of the current contractual term, subject to three (3) full calendar months' notice. Ordinary interim termination is excluded, without prejudice to mandatory statutory law and the other provisions concerning breach of contract or force majeure.

4.4 Unless expressly agreed otherwise in the Statement of Work, an Agreement for a fixed term shall automatically renew for successive periods of twelve (12) months upon expiry, unless terminated in a timely manner.

4.5 Only in exceptional circumstances may ArtdCom, following thorough mutual consultation, agree to a shorter notice period or early termination. Any such deviation shall only take effect once confirmed by both parties in Writing, including the termination date, fees payable, external commitments and handover arrangements. ArtdCom shall not be obliged to agree to such a deviation, and any exception shall not constitute a precedent.

4.6 Notices of termination shall be sent by email to the usual business contact address. Receipt must be demonstrable. Where necessary, the terminating party shall request confirmation of receipt.

4.7 During the notice period, all activities, availability and agreed periodic fees shall remain in effect. A request to cease activities earlier shall not automatically release the Client from its payment obligations.

4.8 Termination of Ongoing Services shall not automatically terminate separate Projects, licences or obligations towards Third Parties.

4.9 Any statutory rights of termination that cannot legally be excluded shall remain unaffected.

ARTICLE 5

Performance, Cooperation and Planning

5.1 ArtdCom shall perform the agreed Services with the care and skill reasonably expected of a competent service provider. Unless expressly agreed otherwise in the form of specific result guarantees, ArtdCom shall be subject to an obligation of best efforts rather than an obligation to achieve a specific result.

5.2 Deadlines shall be target dates unless expressly designated as strict deadlines.

5.3 The Client shall provide all information, materials, approvals and access in a timely manner. Such information and materials must be complete, accurate and lawfully usable. The Client shall also appoint a contact person authorised to make decisions.

5.4 Delays caused by the Client or Third Parties for whom ArtdCom is not responsible shall result in corresponding adjustments to the schedule and may give rise to demonstrable additional work, rescheduling and additional external costs.

5.5 ArtdCom may engage suitably qualified Third Parties while retaining its own contractual obligations.

ARTICLE 6

Scope, Revisions and Additional Work

6.1 The scope of work shall include only those activities and deliverables expressly described. Activities not specifically mentioned shall not be included.

6.2 New functionalities, additional content, extra rounds of revisions, new target audiences, amended briefs, urgent work and programme expansions shall constitute additional work.

6.3 Where reasonably possible, ArtdCom shall inform the Client in advance of the consequences for fees and planning. Additional work shall only be carried out following written approval, unless otherwise demonstrably agreed.

6.4 Unless otherwise agreed, a maximum of two consolidated rounds of revisions shall be included per agreed deliverable. Revisions to previously approved underlying principles or concepts shall constitute additional work.

6.5 Unused hours or capacity within a given period shall expire at the end of that period and shall not be carried forward unless otherwise agreed in Writing.

ARTICLE 7

Fees, Indexation and Costs

7.1 All amounts are exclusive of VAT, taxes, levies and external costs unless expressly stated otherwise.

7.2 ArtdCom may adjust its periodic fees once per calendar year, subject to at least 30 days' prior written notice. Any adjustment shall not exceed the positive percentage change in the CBS Services Price Index for the relevant business services sector over the latest available twelve-month period, unless another index or fixed increase has been agreed in Writing. A negative index shall not oblige ArtdCom to reduce its fees.

7.3 In the event of demonstrable substantial increases in external supplier, software, media or licence costs, ArtdCom may pass on such increases insofar as these costs have not been agreed as part of a fixed all-inclusive price. Where reasonably possible, ArtdCom shall inform the Client in advance.

7.4 Travel, accommodation, production, shipping, printing and other costs shall only be charged to the Client if agreed or approved in advance.

7.5 For fixed-price assignments, adjustments shall only be permitted on the basis of the Agreement, agreed additional work or applicable law.

ARTICLE 8

Reserved Capacity and Project Pauses

8.1 For retainers, events and projects, ArtdCom may reserve capacity, personnel and production slots in advance. Such reserved capacity forms part of the agreed fee.

8.2 If the Client postpones activities, reschedules appointments at short notice or fails to provide necessary input, the fee for reserved capacity shall remain payable insofar as reasonable and contractually agreed, taking into account any demonstrable cost savings.

8.3 Following written notice, ArtdCom may suspend a Project if necessary input or decision-making is outstanding for more than ten Business Days. Resumption shall be subject to the planning and capacity available at that time.

8.4 If a suspension lasts longer than thirty calendar days, the parties shall make arrangements regarding rescheduling, costs and any potential termination. Work already performed and non-cancellable commitments shall be settled.

8.5 Urgent work required to compensate for delays caused by the Client shall constitute additional work, subject to approval.

ARTICLE 9

Websites, Hosting and Digital Services

9.1 Website Projects shall separately specify the design, development, CMS, functionalities, integrations, content, hosting, domains, management, maintenance, acceptance and aftercare.

9.2 The Client shall be responsible for the lawfulness and accuracy of content supplied or approved by the Client, as well as for its own accounts and payment methods, unless otherwise agreed.

9.3 Existing URL structures, redirects, metadata, analytics, tracking, forms, integrations and migration activities shall only be included insofar as expressly specified.

9.4 Hosting, SSL certificates, premium plugins, fonts, licences, software and stock materials shall only be included if expressly stated. Recurring licence fees may be charged separately.

9.5 Security updates, backups, monitoring and maintenance shall only form part of the assignment if expressly agreed. No environment can be guaranteed to be entirely free from outages or attacks.

9.6 The technical SEO/GEO foundations implemented during website development do not constitute ongoing optimisation or a complete migration and content strategy.

9.7 Handover to a successor supplier shall include the agreed final deliverables and access credentials, but shall not automatically include Third Party source code, internal working files, additional analyses or free migration assistance.

ARTICLE 10

SEO and GEO

10.1 SEO refers to optimisation for search engines. GEO refers to the optimisation of digital information to improve discoverability and potential inclusion in generative AI search and answer systems.

10.2 Activities may include technical audits, indexability, metadata, structured data, internal links, content, search intent research, authority building, monitoring and reporting. Only specifically agreed activities shall be included.

10.3 For new websites, only the technical SEO/GEO foundations specified in the Statement of Work shall be included. Ongoing optimisation, link building, content production, extensive audits and periodic reporting shall constitute separate Services.

10.4 ArtdCom shall be subject to an obligation of best efforts and does not guarantee rankings, indexing, AI citations, brand mentions, traffic, conversions or revenue.

10.5 Performance depends, among other things, on search engines, AI models, algorithms, competition, external sources and changes implemented by Third Parties.

10.6 The Client shall provide accurate business, product and service information and the required access credentials in a timely manner.

10.7 Changes made by the Client or Third Parties to websites, domains, hosting, URL structures and content may affect performance. ArtdCom shall not be liable for consequences not attributable to ArtdCom.

10.8 In the event of migrations and rebranding, redirect plans, URL mapping, metadata transfers, analytics checks, indexing checks and aftercare shall only be carried out if included in the agreed scope. Even where such activities are performed with due care, temporary or permanent changes in performance may occur.

10.9 Reports depend on available tools, sampling methods and measurement methodologies and do not constitute a guarantee of results.

10.10 Upon termination, monitoring and optimisation shall cease unless otherwise agreed. New audits, handover meetings, migration assistance and support for a successor supplier shall be charged separately.

ARTICLE 11

Social Media, Advertising, PR and Content

11.1 ArtdCom shall perform only the agreed planning, publishing, campaigns, advertising, PR and production activities.

11.2 Media budgets, press distribution, paid placements, influencers and external production costs are not included unless expressly stated.

11.3 ArtdCom does not guarantee placements, reach, leads or results and shall not be responsible for decisions made by external platforms insofar as such decisions cannot be attributed to ArtdCom.

11.4 The Client shall verify all facts, names, dates, rights and claims in supplied materials and materials submitted for approval within the agreed deadlines.

11.5 Raw footage, editable design files, project files and unused recordings are not included unless expressly agreed.

ARTICLE 12

Events and Event Management

12.1 The assignment may include concept development, project management, budgeting, venue selection, speakers, programme development, invitations, registration, communications, production, technical services, catering, logistics, reception, schedules, on-site coordination and evaluation. Only the components expressly described shall be included.

12.2 The Client shall appoint an authorised contact person who shall make timely decisions regarding the budget, programme, participants and suppliers.

12.3 The budget shall be based on known assumptions, such as the venue, number of participants, programme and supplier prices. Changes may result in additional costs and rescheduling.

12.4 Venues, technical services, catering, transport, security, speakers, personnel, permits and other external costs shall only be included if expressly agreed.

12.5 ArtdCom shall engage Third Parties within the scope of its assignment and the approved budget. Prior approval shall be required for expenditure exceeding that budget, except for reasonable emergency measures necessary to prevent immediate danger or further significant damage.

12.6 For contracts entered into directly between the Client and Third Parties, the Client shall be the contracting party. For contracts entered into by ArtdCom itself, ArtdCom shall remain responsible for its own contractual obligations.

12.7 The Client shall be responsible for the accuracy and rights relating to content and materials supplied by the Client and its appointed speakers.

12.8 Changes to speakers, the programme, room layout, participant numbers, production or schedule following approval may result in additional work and external costs.

12.9 Attendance and the presence of specific participants cannot be guaranteed. No-shows and cancellations shall be at the Client's expense unless caused by a breach of contract attributable to ArtdCom.

12.10 Final numbers for catering and materials shall be determined in accordance with the agreed deadlines and supplier conditions. Reductions after such deadlines shall not automatically entitle the Client to a refund.

12.11 Responsibilities regarding permits, safety measures, insurance and accessibility provisions shall be expressly allocated in the Statement of Work. Each party shall remain responsible for its own legal and contractual obligations.

12.12 The parties shall comply with the safety instructions of the venue and competent authorities. In the event of serious and immediate danger, activities may be suspended.

12.13 Registration, ticketing, email and livestream services may depend on external platforms. ArtdCom shall implement the reasonable measures agreed but does not guarantee uninterrupted availability.

12.14 Participants' personal data shall be processed in accordance with the GDPR and the agreed roles and data processing arrangements. Publication, rights and privacy relating to photographs and video recordings shall be agreed in advance.

12.15 Evaluations, photo selections, aftermovies, reports and follow-up activities after the Event shall only be included if expressly stated.

12.16 In the event of postponement, cancellation or changes, the cancellation and force majeure provisions shall apply. Work already performed and non-cancellable commitments shall be settled in accordance with the Agreement.

ARTICLE 13

Approval and Acceptance

13.1 The Client shall review concepts and deliverables within the agreed period or, if no period has been agreed, within a reasonable period.

13.2 Feedback shall be specific and consolidated. More than two rounds of revisions or new requests shall constitute additional work unless otherwise agreed.

13.3 A deliverable shall be deemed accepted following written approval, commencement of use, or if the Client fails to notify ArtdCom within five Business Days of delivery, specifying and providing reasons for any material agreed components that are missing or not functioning. This provision shall not affect rights relating to latent defects or mandatory statutory law.

13.4 ArtdCom shall be given a reasonable opportunity to remedy any defects that have been validly reported. A dispute shall not suspend payment of undisputed amounts.

ARTICLE 14

Invoicing, Payment and Debt Collection

14.1 Invoicing shall take place in accordance with the Statement of Work. If no payment terms have been agreed, the payment term shall be fourteen days from the invoice date.

14.2 Periodic fees may be invoiced in advance. For larger Projects or external purchases, ArtdCom may agree on advance payments or instalments.

14.3 The Client shall pay the agreed fees, licences, media budgets and external commitments lawfully entered into.

14.4 In the event of late payment, a business Client shall automatically be in default and shall owe statutory commercial interest, together with reasonable extrajudicial collection costs in accordance with applicable law. To the extent legally validly agreed, such costs shall amount to 15% of the outstanding principal, subject to a minimum of €150.

14.5 Following written notice and a reasonable opportunity to remedy the situation, ArtdCom may suspend its Services in the event of overdue payments or failure to provide necessary cooperation.

14.6 The Client shall not be entitled to suspend or set off payments, except insofar as such exclusion is not permitted under applicable law.

ARTICLE 15

Cancellation, Postponement and Early Termination

15.1 Any cancellation or postponement shall be notified in Writing. The date of receipt shall determine the applicable notice period.

15.2 In the event of early termination of a Project, the Client shall, to the extent permitted by law, owe reasonable compensation for work performed, reserved capacity, commitments lawfully entered into and demonstrable losses, taking into account any cost savings and applicable statutory rules governing contracts for services.

15.3 For Events, unless specifically agreed otherwise, the following cancellation scale shall apply to ArtdCom's fees:

TIME OF CANCELLATION	FEE PAYABLE
Cancellation more than 60 calendar days before the Event	**30%**
Cancellation 60 to 31 calendar days before the Event	**50%**
Cancellation 30 to 15 calendar days before the Event	**75%**
Cancellation within 14 calendar days before the Event	**100%**

This cancellation scale shall be subject to applicable law and a reasonableness assessment.

15.4 The cancellation scale compensates, among other things, for preparation work and reserved capacity. Amounts already paid shall be credited against the amount due. Double compensation for the same loss or work is excluded.

15.5 Lawfully incurred cancellation costs charged by Third Parties shall be invoiced separately insofar as they are not already included in the fees or cancellation scale.

15.6 Postponement shall not automatically be free of charge. The parties shall confirm the new date, availability, additional work and costs in Writing.

15.7 A reduction in the programme or number of participants shall not automatically entitle the Client to a proportionate reduction in fees. Actual cost reductions and savings shall be taken into account.

15.8 Statutory rights relating to attributable breaches of contract and force majeure shall remain unaffected.

ARTICLE 16

Privacy, Data Processing and AI

16.1 The parties shall determine their actual roles under the GDPR for each processing activity. If ArtdCom processes personal data exclusively on behalf of the Client, the Client shall act as data controller and ArtdCom as data processor. In that case, the data processing agreement in Appendix A shall apply.

16.2 The Client shall be responsible for ensuring a valid legal basis and providing the required information in relation to mailings, participant registration, CRM, cookies, tracking and advertising audiences, insofar as these activities fall under the Client's responsibility.

16.3 Special categories of personal data, including health information that may be inferred from dietary requirements, shall only be processed where a valid legal basis and an applicable exception to the prohibition on processing such data exist.

16.4 ArtdCom may use AI tools where appropriate and in accordance with agreements concerning confidentiality, personal data and security. AI-generated output may be inaccurate and shall be reviewed to a reasonable extent, taking into account its nature and associated risks. The Client shall assess the final content it approves or publishes.

16.5 Neither party may enter confidential information or personal data into non-approved AI services without an appropriate legal basis and suitable arrangements.

16.6 Each party shall be responsible for its own GDPR obligations. Indemnification shall apply only to claims arising from breaches attributable to the indemnifying party, insofar as permitted by law.

ARTICLE 17

Intellectual Property and Usage Rights

17.1 All rights to methods, templates, concepts, strategies, designs, texts, images, code and materials developed by ArtdCom shall remain vested in ArtdCom or the relevant rights holder, unless otherwise agreed in Writing.

17.2 Following full payment of the amounts due for the relevant deliverables, the Client shall receive a non-exclusive right to use the agreed final deliverables for the agreed purpose. Any transfer of copyright shall require a written deed specifically intended for that purpose.

17.3 Source files, raw recordings, unselected images, internal working methods and working files are not included unless expressly agreed.

17.4 The licence terms of the relevant rights holders shall apply to Third Party materials and rights. ArtdCom shall inform the Client of any relevant restrictions known to ArtdCom.

17.5 ArtdCom may display publicly released work as a reference, unless confidentiality obligations or written agreements prevent this.

ARTICLE 18

Confidentiality

18.1 The parties shall keep confidential all confidential business information, fees, strategies, customer data, non-public documents and access credentials, and shall use such information solely for the performance of the Agreement.

18.2 This obligation shall not apply to information that is already lawfully public, has been independently obtained or must be disclosed by law. Where legally permitted, the receiving party shall inform the other party in advance.

18.3 The parties shall restrict access to individuals who need the information and shall impose appropriate confidentiality obligations on any persons engaged by them.

18.4 The confidentiality obligation shall remain in force for three years following termination of the Agreement, and for trade secrets and personal data for as long as required by law or by their confidential nature.

ARTICLE 19

Third Parties, External Purchases and Dependencies

19.1 ArtdCom may engage suitable Third Parties and shall remain responsible for its own contractual obligations.

19.2 Where possible, the Statement of Work shall specify which party is responsible for contracting and paying external suppliers. The Client shall be bound by contracts it enters into directly.

19.3 ArtdCom shall not enter into material external commitments outside an approved budget without prior approval, except where demonstrably necessary emergency measures are required.

19.4 Supplier terms and conditions, licences, notice periods and non-cancellable costs shall be disclosed in advance insofar as reasonably available.

19.5 Outages, restrictions or policy changes imposed by Third Parties shall not automatically give rise to liability on the part of ArtdCom if such circumstances are not attributable to ArtdCom.

ARTICLE 20

Liability

20.1 To the extent permitted by law, ArtdCom's total liability per related damage-causing event shall be limited to the fee paid for the relevant assignment or project phase, excluding VAT. In the case of Ongoing Services, liability shall be limited to the fees paid during the three months preceding the event, in all cases subject to an overall maximum of €25,000.

20.2 To the extent permitted by law, ArtdCom shall not be liable for indirect damages, including loss of profits, loss of anticipated savings, reputational damage and business interruption.

20.3 No guarantee is given in respect of SEO/GEO results, revenue, conversions, attendance or the performance of external platforms, unless specific results have been expressly agreed.

20.4 These limitations shall not apply insofar as liability cannot legally be excluded, including damage caused by wilful misconduct or conscious recklessness on the part of ArtdCom's management.

20.5 The Client shall notify ArtdCom of any damage in Writing as soon as reasonably possible and shall give ArtdCom a reasonable opportunity to mitigate or remedy the damage. Statutory limitation periods shall remain applicable insofar as they cannot legally be deviated from.

ARTICLE 21

Force Majeure

21.1 Neither party shall be obliged to perform its obligations for as long as force majeure prevents such performance, including large-scale outages, fire, government measures or non-attributable failure of essential infrastructure.

21.2 The affected party shall inform the other party as soon as reasonably possible and shall take reasonable measures to limit the consequences.

21.3 If the force majeure situation continues for more than two months, the parties shall discuss continuation or termination of the Agreement. Work already performed and non-cancellable commitments shall be settled in accordance with the Agreement.

ARTICLE 22

Suspension and Termination for Cause

22.1 In the event of a material breach of contract, the affected party shall give the other party written notice of default, allowing a reasonable period to remedy the breach, generally at least fourteen days, unless performance is permanently impossible or a notice of default is not legally required.

22.2 Following a warning, ArtdCom may suspend its Services or, where the statutory requirements have been met, terminate the Agreement in the event of continued non-payment or failure to provide the necessary cooperation.

22.3 Work performed, approved additional work and lawfully entered into non-cancellable commitments shall be settled upon termination, taking applicable law into account.

ARTICLE 23

Handover and End of the Collaboration

23.1 The parties shall agree in a timely manner on completion, outstanding obligations, planning, data, access rights and handover arrangements.

23.2 ArtdCom shall transfer the agreed final deliverables and any data to which the Client is legally entitled, taking into account intellectual property rights, privacy requirements and payment obligations.

23.3 Additional strategic, technical or operational assistance to a successor supplier, audits, migrations, consultations, documentation and support shall not constitute a standard free service and shall be separately agreed and invoiced, without prejudice to any statutory obligations.

23.4 Passwords shall not be provided through unsecured channels. Following handover, the Client shall change access rights and payment details.

23.5 ArtdCom may retain information to comply with statutory retention obligations, for evidentiary purposes and in connection with disputes. Personal data shall be handled in accordance with the data processing agreement (Appendix A).

23.6 Management and support shall cease on the termination date unless otherwise agreed in Writing.

ARTICLE 24

Complaints, Governing Law and Disputes

24.1 Complaints shall be reported in Writing as soon as possible, preferably within fourteen days of discovery, and shall be specific and substantiated. This shall be without prejudice to statutory rights.

24.2 The parties shall first attempt to resolve disputes through mutual consultation.

24.3 The invalidity or annulment of any provision shall not affect the validity of the remaining provisions. The parties shall seek to replace the invalid provision with a valid provision having a similar purpose and effect.

24.4 These General Terms and Conditions and all Agreements shall be governed by Dutch law.

24.5 To the extent permitted by law, disputes shall be submitted to the competent court of the judicial district in which ArtdCom has its statutory seat.

APPENDIX A

Data Processing Agreement

A.1 **Scope and roles.** This appendix applies where ArtdCom processes personal data as a processor on behalf of the Client as controller. Before processing begins, the parties shall record the specific processing activities in Appendix B.

A.2 **Instructions.** ArtdCom shall process personal data only on documented instructions from the Client, including with regard to transfers to third countries, unless required to do otherwise by law. ArtdCom shall inform the Client if it considers an instruction to be unlawful.

A.3 **Confidentiality and security.** ArtdCom shall ensure that authorised persons are bound by confidentiality and shall implement appropriate technical and organisational security measures in accordance with Article 32 GDPR, tailored to the nature and risks of the processing.

A.4 **Sub-processors.** The Client grants general authorisation for the use of sub-processors from a list made available in advance. ArtdCom shall inform the Client of any intended changes, so that the Client may object on reasonable grounds within fourteen days. ArtdCom shall impose equivalent obligations on its sub-processors and shall remain responsible for them.

A.5 **Data breaches.** ArtdCom shall notify the Client of a personal data breach without undue delay after becoming aware of it, shall aim to do so within 48 hours, shall provide the relevant information available and shall cooperate in investigation and remediation. Where applicable, the statutory obligation to notify the Dutch Data Protection Authority and data subjects rests with the Client.

A.6 **Assistance.** ArtdCom shall provide reasonable assistance to the Client with data subject requests, DPIAs, security incidents and consultations with supervisory authorities, taking into account the nature of the processing and the information available. Extraordinary assistance may be invoiced by agreement.

A.7 **Audits and information.** ArtdCom shall provide the information necessary to demonstrate compliance and shall allow reasonable audits, subject to prior consultation and with protection of other clients and trade secrets.

A.8 **International transfers.** Personal data shall only be transferred outside the EEA on a valid legal basis under the GDPR and with appropriate safeguards, such as an adequacy decision or applicable standard contractual clauses.

A.9 **End of processing.** Upon termination, ArtdCom shall delete or return the personal data at the Client's choice, subject to statutory retention obligations, within a period to be agreed in Writing. Backups shall be deleted in accordance with established cycles.

A.10 **Precedence.** In the event of any conflict, this appendix shall prevail over the General Terms and Conditions insofar as the processing of personal data is concerned.

APPENDIX B

Processing Specifications

To be completed by the parties before processing begins (see Appendix A, clause 1).

ITEM	DETAILS
Subject matter and duration of the processing	
Purposes and nature of the processing	
Categories of data subjects (e.g. leads, participants, customers)	
Categories of personal data (e.g. name, email, job title)	
Special categories of personal data and legal basis/exception (or "not applicable")	
Sub-processors, locations and transfer mechanisms	
Security measures and access	
Retention periods, return and deletion periods	
Contact persons for privacy incidents	

APPENDIX C

Event Arrangements

To be completed for each Event, as part of the Statement of Work.

ITEM	DETAILS
Event, date, venue and client	
Scope, deliverables, responsible contact person and approval moments	
Fees, advance payments, external budgets and signing authority	
Suppliers and contracting party per supplier	
Final catering/participant deadline and cancellation terms	
Permits, insurance, safety, accessibility and emergencies	
Participant registration, privacy roles and systems used	
Postponement and cancellation arrangements / deviating scale	
Delivery, evaluation, aftercare and handover	