

Terms and Conditions Xupreme B.V. for consumers

These Terms and Conditions apply to all contracts and services from or provided by the limited liability company under Dutch law Xupreme B.V (here after: "Xupreme") registered at the Chamber of Commerce Amsterdam under registration number 86412167. By requesting services from Xupreme you agree with the Terms and Conditions from Xupreme B.V.

Article 1 – Definitions and interpretation of Terms

- 1.1 Benefits: benefits made available to Clients by Suppliers.
- 1.2 Client: a person or company registered as a Member of Xupreme. Xupreme has the following types of Clients:
 - Consumer: a private person
 - Business partner: a company registered at the Chamber of Commerce
- 1.3 Companion: a freelancer engaged by Xupreme on behalf of a Client to provide Services for the Client.
- 1.4 Company: Xupreme
- 1.5 Conditions: these Terms and Conditions as amended from time to time in accordance with clause 15.7.
- 1.6 Contract: the contract between Xupreme and the Client.
- 1.7 Credit Card: the personal Credit Card of a Client through which he makes payments and make deposits to Xupreme where applicable.
- 1.8 Event: restaurant reservation, party, concert or any other activity or service Xupreme, a Supplier or a Companion arranges/arranged.
- 1.9 Membership: the contract between the Client and Xupreme.
- 1.10 Membership Fees: the fees payable in respect of Membership notified to the Client upon application for and prior to renewal of Membership.
- 1.11 Person: a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.12 Places: the premises any service and companionship are provided at.
- 1.13 Request: a Request placed by a Client to Xupreme to arrange the supply of goods and/or services and/or activities from a Company to or on behalf of the Client.
- 1.14 Services: the services provided by Xupreme to its Clients stand alone or as part of their Membership, as well as Companion services which are charged in addition.
- 1.15 Supplier: a Supplier engaged by Xupreme on behalf of the Client to provide goods and/or services to that Client, including Companions.
- 1.16 Terms and Conditions: these Terms and Conditions.
- 1.17 Website: the website www.xupreme.amsterdam
- 1.18 Workweek: Unless otherwise stated by the Company, the days Monday until Friday.

Article 2 – Applicable rules to these Terms and Conditions

- 2.1 A reference to any party includes its personal representatives, successors or permitted assigns.
- 2.2 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 2.3 Any phrase introduced by the Terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those Terms.
- 2.4 A reference to a writing or written includes e-mails.

Article 3 – Services and Membership applications

- 3.1 All Services and Membership applications are subject to acceptance by Xupreme at its sole discretion. Xupreme shall notify the Client if the Service or Membership application has been accepted. Xupreme is under no duty to disclose its reasons for rejecting any application.
- 3.2 The Client is obliged to provide correct personal details when he applies for a Membership or Service. If not, the Membership or Service and any subsequent transactions may be invalid.
- 3.3 During the Membership and providing Services by Xupreme, the personal details of Clients should be accurate at all times and is a continuing obligation. The Client should notify Xupreme promptly in the event any provided information in connection with the Membership or Service change.
- 3.4 Xupreme will send these Terms and Conditions together with associated Membership documentation to the Client.
- 3.5 The Membership is personal to each Client. The Client is responsible for the insurance that no one (other than Clients personal assistant on their behalf, where applicable) uses the Membership.

Article 4 – Membership and Fees

General

- 4.1 Each Membership has a term of one year with a trial period of one month during which the parties can cancel the agreement of the Membership.
- 4.2 Clients can choose whether to pay the Membership Fee in advance on a monthly or a yearly basis. If the Client chooses to pay the Membership Fee on a yearly basis, the Membership shall only be confirmed by Xupreme and shall therefore only then commence after the Client has paid the Membership Fee for the first year.
- 4.3 The Client acknowledges that the payment of the Membership Fee constitutes an express request for Xupreme to start supplying Services.
- 4.4 Any increase or decrease to the Membership Fee for subsequent years of Membership will be notified to all Clients in advance or their renewal dates.
- 4.5 If a Client cancels the Membership within the first month ("trial period"), Xupreme will refund the Membership fee for the resting 11 months.
- 4.6 Subject to articles 4.5, 4.6 and 4.12 Membership Fees are non-refundable.
- 4.7 Membership Fees are due on acceptance of the Membership application and annually thereafter (the "Renewal Date"), and full payment will be taken by Xupreme annually in advance by direct debit or payment with a Credit Card which the Client authorised Xupreme to deduct such payment from a Credit Card in accordance with the relevant invoice.
- 4.8 Where the Client provided Xupreme with details of a Credit Card or has authorised a direct debit mandate, the Client thereby expressly authorise Xupreme to deduct collect renewal Membership Fees up to 28 days prior to or on the Renewal Date. Alternatively, the Client will be contacted directly in order to renew the Membership.
- 4.9 Xupreme reserves the right to refuse to provide the Services should any payment due under these Conditions not be received.
- 4.10 If a Client wants to upgrade his current Membership to a higher level or if Xupreme reasonably requests the Client to upgrade his current Membership based on the Clients' usage of the Services, the difference in price between the two categories of Membership will be payable on a pro rata basis. If the Client does not accept Xupreme's request to upgrade the Membership then Xupreme reserves the right to cancel the existing Membership with immediate effect and reserves the right to not refund any Membership Fee already paid by the Client.

- 4.11 Xupreme may at the Client's request to purchase goods or services on his behalf. In the event Xupreme acts as a credit agent in this regard, the Client hereby authorises Xupreme to deduct the credit sum from the Client's Credit Card immediately.

Renewal and cancellation

- 4.12 The Membership will be implicitly be renewed with a notice period of two months. If the Client does not want to renew the Contract, he should cancel the Contract no later than two months prior to the end of the term of the Contract. The cancellation must be made in writing to Xupreme.
- 4.13 If the cancellation is in time according article 4.12, Xupreme reserves the right to recharge the current Membership Fee in order to renew the Membership for another year.
- 4.14 Xupreme reserves the right to cancel or suspend the Membership where it has reason to do so. In case of cancellation Xupreme shall refund the balance of the current annual Membership Fee on a pro rata basis in respect of the unexpired period to which the annual Membership Fee relates.

Membership Basic

- 4.15 Membership Basic includes services from Monday to Friday from 9 am to 5 pm.
- 4.16 The contact between the Client and Xupreme is by e-mail. Requests will be handled within 24 hours by Xupreme.
- 4.17 This Membership provides access to Xupreme's network in the Netherlands.

Membership Xupremium

- 4.18 Membership Xupremium includes services from Monday to Friday from 9 am to 5 pm.
- 4.19 The contact between the Client and Xupreme is by e-mail, telephone and WhatsApp. Requests will be handled within 8 hours by Xupreme.
- 4.20 This Membership provides access to Xupreme's network within Europe.

Membership Elite

- 4.21 Membership Elite includes services from Monday to Sunday 24 hours a day.
- 4.22 The contact between the Client and Xupreme is by e-mail, telephone and WhatsApp. Requests will be handled within 4 hours by Xupreme.
- 4.23 This Membership provides access to Xupreme's worldwide network.

Article 5 – Services

- 5.1 Xupreme shall supply the Services and/or Companion to the Client in accordance with the particular Requests of the Client, provided that Xupreme shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.
- 5.2 Xupreme shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any Services.
- 5.3 Xupreme shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Client's Requests and reasonable instructions from time to time.
- 5.4 Xupreme has the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. Xupreme shall notify the Client in any such event.

- 5.5 Service Requests not included in the Membership will be handled in Dutch or English by Xupreme office during normal business hours unless the Service Requests are made by a Client with an upgraded/exclusive Membership which includes 24/7 Services being provided by Xupreme and/or its Suppliers. In that case Service Requests not included in the (upgraded/exclusive) Membership will be handled in Dutch or English by Xupreme office during all hours, seven days a week.

Restaurants

- 5.6 By using the booking service, the Client authorises Xupreme to debit Client's Credit Card for any deposit paid by Xupreme on behalf of the Client to the Supplier which is forfeited as a result of cancellation by the Client of the booking.
- 5.7 Xupreme reserves the right to deny restaurant or other type of Requests from Clients if Clients repeatedly fail to honour their bookings or continuously violate cancellation policies.
- 5.8 Admission of Clients to any Place is at all times at the sole discretion of the Supplier and Xupreme shall have no liability where a Client is refused admission to a Place.

Tickets

- 5.9 Xupreme may be able to obtain the "most exclusive tickets" for the Client in relation to sold out Events through one of its ticket agent partners. If a Client instructs Xupreme to obtain such exclusive tickets on behalf of the Client, the Client agrees to purchase tickets above face value and the total cost may include a service charge to Xupreme in respect of the provision of services to obtain the most exclusive tickets for the Client.
- 5.10 All tickets and ticket agent partners (who shall be the seller in respect of the ticket transaction) have their own Terms and Conditions. Xupreme is not the seller of the tickets and is not responsible for fulfilment of the order. Xupreme can't be held liable to the Client for any failure, act or omission of any ticket agent partner.
- 5.11 Xupreme or its ticket agent partner may dispatch the tickets through delivery agents at standard rates.

Companion services

- 5.12 Xupreme will be able to engage a Companion on Clients' behalf, who may accompany the Client to an Event Place. By instructing Xupreme to engage such Companion on behalf of the Client, the Client agrees to pay the hourly rate for this service agreed with Xupreme.
- 5.13 The rates are subject to annual increases.
- 5.14 The amount of Companion time required are estimated based on the average activity and travel time to the Place. Estimates are of indication only and are not guaranteed, the actual time will depend on many factors and will be logged by the Companion on the day of the activity.
- 5.15 All Companion service Requests must be placed at least five working days prior to the activity date, and any service Requests made with less than three working days' notice, may incur additional charges.
- 5.16 Xupreme shall endeavour to arrange an immediate replacement should a Companion not be able to attend a scheduled activity, and will inform the Client prior to the Request, whenever possible. Xupreme does not guarantee that it can arrange a replacement companion.
- 5.17 The Companions are not allowed to provide care or handle medicine on behalf of the Client. The Client is not allowed to ask the Companion for any care assistance. The Company shall not be liable under any circumstances for any damages to Client's health during the Service, before or after.
- 5.18 The Client irrevocably agrees to be liable for an immediately due and payable penalty fee of 800 Euro, should he directly employ whether temporary or permanent (legally or

otherwise) any Supplier and/or Companion without the prior permission of Xupreme. Any Request, or additional Services, or Requested Services, whether on “company time” or not, to intercept business from Xupreme will be a severe breach of this agreement. The Client agrees to pay the above-mentioned penalty fee whether he notifies the Company of his action or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse Xupreme for any and all collection or legal fees the Company incurs in collecting this fee. The Client also agrees to pay Xupreme compensation for all the damage or loss incurred by Xupreme, in case the Client directly employ whether temporary or permanent (legally or otherwise) any Supplier and/or Companion without the prior permission of Xupreme.

Transport

- 5.19 Xupreme may be able to arrange transportation either via a limousine company, a taxi firm or by a Companion for the Client to get to and from an Event. By instructing Xupreme to arrange transportation on Clients’ behalf the Client agrees to pay the total cost, including mileage payments.

Article 6 – Requests

- 6.1 Clients may place Requests by telephone (which does not include text messages), e-mail or through the Clients' section of the Website.
- 6.2 Clients should contact their primary office in the first instance to manage all Requests (including international Requests).
- 6.3 Xupreme, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any Requests at its sole discretion.
- 6.4 If Xupreme is unable or not obliged to deal with a Request, Xupreme will inform the Client as soon as reasonably practicable.
- 6.5 If a Request for a specific product or service is not available, Xupreme may offer the Client substitute products or services of a similar description and standard. The Client may at his sole discretion refuse acceptance of such substitute products and/or services and Request a full refund in the event that payment has already been made to the Supplier for the unavailable product or service.
- 6.6 The Client must provide all correct details for the purpose of booking, ordering or purchasing products and/or services. The Client assures that the Credit Card he uses, is his own and that he has sufficient funds to cover the cost of the product and/or Service.
- 6.7 The Client authorises Xupreme to debit his Credit Card in case the procurement or provision of certain services, products or benefits incurs a service fee or handling charge for Xupreme, including handling charges or, alternatively to invoice the Client in respect of such fees or charges.

Article 7 – Payment Terms, interest and extrajudicial costs

Xupreme

- 7.1 The fee for Services, not included in the Membership, is charged separately from the Membership to Clients.
- 7.2 Invoices from must be paid within 30 days after the invoice date.
- 7.3 In the event of late payment, the Client owes Xupreme the statutory interest per month and extrajudicial costs. The extrajudicial costs are calculated according to the scale of Extrajudicial Collection Costs (Staffel Buitengerechtelijke Incassokosten).

Suppliers

- 7.4 Xupreme reserves the right to accept commissions upon the supply of products or performance of services by any Supplier. These commissions will be charged directly to the Client.
- 7.5 Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.
- 7.6 The Client may be required to provide his Credit Card details when ordering a product or service or accessing a benefit. The Client is responsible for providing the correct details.
- 7.7 The Client can request and authorise Xupreme to use Clients' Credit Card in order to pay a Supplier for products or services. In that case the Client acknowledges and agrees that Xupreme shall have no liability or be responsible in any way whatsoever in respect of the use of the Credit Card provided that Xupreme acts in accordance with the instructions issued by the Client in relation thereof.

Article 8 – Cancellations, refunds and returns

- 8.1 The Client acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Client and the relevant Supplier. Xupreme is not a party to such contract. Cancellations of contracts with Suppliers should be addressed with the Supplier directly and will be subject to the relevant Supplier's policies.
- 8.2 The Client acknowledges that for goods purchased on their behalf by Xupreme directly from a Supplier, returns and exchanges will be subject to the Terms and Conditions of that Supplier and returns or exchange of goods purchased may not always be permitted. In circumstances where Xupreme is asked to source a specific item for a Client, Xupreme shall not be liable to the Client if a Supplier does not accept the return or exchange of such item.
- 8.3 The Client is responsible to retain all proof of return of goods to a Supplier. Xupreme advises returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.
- 8.4 Xupreme will inform the Client when Xupreme becomes aware that a refund of an order has been processed by a Supplier.
- 8.5 Where orders are delivered outside the Netherlands, any applicable customs duties and sales taxes shall not be refundable through Xupreme. It shall be the Client's sole responsibility to recover such costs.
- 8.6 In the case of premium courier services, the Client may incur further charges for subsequent attempts to re-deliver the goods if the Client is not at the specified delivery address to receive his order at the scheduled time.
- 8.7 Xupreme uses a graduated scale for compensation for cancellations by Clients. Also in the Event of force majeure, the customer is obliged to pay compensation according to the graduated scale below.

Number of days	Compensation paid by the Client
Seven days before the scheduled service	30% of the costs for the service
Three days before the scheduled service	50% of the costs for the service
30 hours before the scheduled service	100% of the costs for the service

For the following services Xupreme uses a specified compensation for cancellations.

Restaurants

- 8.9 The Client can be charged costs between € 50 and € 150 per person (depending on the terms and conditions of the specific restaurant) in case the Client doesn't show up at a restaurant after a restaurant booking has been made by Xupreme on behalf of the Client.
- 8.10 By using the booking service, the Client agrees that in case of cancellation by the Client of a booking within 24 hours after the Request is made, the Client is not entitled to any refund of any amounts paid to secure the booking including the return of any booking deposit.
- 8.11 Xupreme is not liable for cancellations by a restaurant itself. The Client can request a refund from the restaurant on their own initiative.

Tickets for Events

- 8.12 The Client makes a deposition with his Credit Card. Depending on the Event, Xupreme determines the amount the Client has to deposit.
- 8.13 In case the Client doesn't show up to a booking, he must pay an (additional) fee which corresponds to all (100% of) costs and expenses made by Xupreme regarding this booking and includes a handling fee of Xupreme regarding its efforts to make this booking for the Client. Xupreme has the right to withhold this (additional) fee from the deposit the Client made.
- 8.14 Xupreme shall not be able to provide the Client with any refund or obtain any such refund on Clients' behalf.
- 8.15 In case an Event is being cancelled directly by the artist/promoter, it may be possible to obtain a refund of the face value of the relevant tickets. This depends on the policy of the artist/promoter themselves.

Companion services

- 8.16 The Client agrees to pay the full price of the Companion service if the Client cancels or changes the booking less than 30 hours prior to a booking, or if the Client fails to meet the Companion at the arranged Place.
- 8.17 No refunds will be awarded on Companion services which have commenced, or are completed. The Client can follow the complaint procedure according article 13 if he is not (fully) satisfied with the service provided.

Transport

- 8.18 The Client agrees to pay the full price of the transport service if the Client cancels or changes the booking less than 30 hours prior to a booking, or if the Client fails to meet the driver at the arranged Place.
- 8.19 Xupreme is not the provider of the transport service and is therefore not liable for any delays or cancellations of transport services. Xupreme shall not be able to provide the Client with any refund or obtain any such refund on Clients' behalf.

Article 9 – Suppliers

- 9.1 Suppliers are responsible for providing the services, products and benefits for the Client. The Client makes the Requests to Xupreme to order on his behalf. Xupreme shall communicate with Suppliers and/or Companions on behalf of the Client.
- 9.2 Suppliers may impose their own Terms and Conditions which, in every case apply to the supply of goods and/or services by that Supplier to the Client, and such Terms and Conditions shall be binding upon the Client at the time of order.

Article 10 – Limitation of liability

- 10.1 Nothing in these Conditions shall limit or exclude Xupreme's liability for:
- Death or personal injury caused by its negligence, or the negligence of its employees
 - Fraud or fraudulent misrepresentation
- 10.2 In case Xupreme is liable for other situations than mentioned in article 10.1, Xupreme's liability is limited to the amount reimbursed by its insurance. If and insofar as no payment is made by its insurance, Xupreme's liability is limited to a maximum of 100% of the yearly Membership Fee.
- 10.3 Xupreme can't be held liable by the Client for any loss, damage, costs, expenses or other claims for compensation arising from Requests or any instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from late arrival or non-arrival at an Event, or any Client Default.
- 10.4 Xupreme can't be held liable by the Client or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of Xupreme's obligations in relation to the Services, if the delay or failure was due to any cause beyond Xupreme's reasonable control.
- 10.5 Xupreme can't be held liable by the Client for any failure, act or omission of any Supplier, Companion or third agent or any loss incurred by the Client as a result of any act or omission of a Supplier whether or not arranged through Xupreme.
- 10.6 Xupreme can't be held liable by the Client for any items held by any customs or border agency in case any products are delivered outside in or out of the Netherlands.
- 10.7 All descriptions of any products, services or Benefits on the Website have been approved by the relevant Supplier. Xupreme can't be held liable by the Client for inaccurate or misleading descriptions.
- 10.8 This Clause shall survive termination of these Conditions. Even if the Contract is terminated between Xupreme and the Client, Xupreme can derive rights from this Clause.

Article 11 – Rights Xupreme

- 11.1 Xupreme has the right to set-off any claim with any amount owed to a Client. Xupreme's right to set-off applies regardless of whether its claim is due and payable and regardless of the legal relationship from which it arises.
- 11.2 If the Client doesn't fulfil its obligations (on time) or if Xupreme suspects the Client will not do so, Xupreme has the right to suspend the fulfilment of any and all its obligations.

Article 12 – Termination

- 12.1 Xupreme has the right to terminate the agreement and the Membership at all times with a notice period of one month. Xupreme will not pay any compensation or repay any Fees already paid for the dissolution of the agreement.
- 12.2 Xupreme has the right to terminate agreement with immediate effect in the following cases:
- Misconduct of the Client against Xupreme, a Companion, a Supplier or a third agent.
 - Liquidation or bankruptcy of the Client
 - In case the Client does not show up for an Event more than three times within a period of six months.

Article 13 – Complaints and cancellation

- 13.1 If the Client is not satisfied with the Service or goods provided by Xupreme or a Supplier, the Client must submit a complaint in writing within 48 hours after the Service or goods are provided. After 48 hours all Client's rights and claims expire with regard to the specific subject the Client is not satisfied about.

Article 14 – Privacy and data protection

- 14.1 All personal data from Clients necessary for the Services and Memberships is treated securely and processed in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) and other relevant privacy legislation. At the following web address Xupreme's privacy policy is published:
www.xupreme.nl/privacypolicy
- 14.2 Telephone calls from Clients to Xupreme may be monitored or recorded for training and quality control purposes.

Article 15 – General

- 15.1 Xupreme operates a zero tolerance policy towards verbal, physical and sexual abuse of Companions, and/or staff. This includes intimidation, bullying, harassment, sexual advances and discrimination in any form. The company will prosecute or seek the maximum penalty under the law in the event of such abuse. Additionally, the Company may make a report to the police, and seek compensation where it sees fit.
- 15.2 Except as expressly set out in these Conditions, all warranties, Conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- 15.3 The articles 7:404, 7:407 paragraph 2 and 7:408 paragraph 2 of the Civil Code ("Burgerlijk Wetboek") do not apply.
- 15.4 Xupreme may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent. The Client shall not, without the prior written consent of Xupreme, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.
- 15.5 Xupreme reserves the right to re-evaluate and/or amend initial quotations and rates, should the Client's requirements change.
- 15.6 If any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 15.7 Xupreme may change these Conditions and will notify the Client of any changes in a timely manner. Notification will be made by Xupreme's Newsletter or by Email. The continued use of Services and/or Membership of the Client constitutes acceptance of such changed Conditions.
- 15.8 Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

Article 16 – Governing law and jurisdiction

- 16.1 These Conditions, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of the Netherlands.

- 16.2 Disputes that arise between Xupreme and the Client are exclusively settled by the competent court in Amsterdam, the Netherlands, unless another Dutch court mandatory jurisdiction under the law.
- 16.3 The applicability of the United Nations Convention (Weens Koopverdrag) on contracts for the International sale of goods is excluded.