

Conditions of membership and legal support Kunstenbond.

Effective: 01-01-2020

MEMBERSHIP

Article 1 Commencement of membership

The Kunstenbond membership starts when the board and/or the council of members has decided to accept the application. Both the statutes and regulations of the Kunstenbond as well as these conditions apply to the membership.

Personal data must be stated correctly when registering as a member. Changes can be communicated to the Kunstenbond by writing or e-mail. Any possible adverse consequences of incomplete or incorrect data are for the account and risk of the member.

Article 2 Types of membership and contribution

2.1. There are 4 types of memberships:

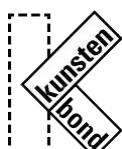
1. Full membership*
2. Basic membership
3. Student membership
4. Companion

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

The amount of contribution depends on the type of membership and discipline. The rate is determined by the council of members of the Kunstenbond.

The contribution is collected:

- Monthly in the month to which contribution applies; via direct debit or ideal payment;
- or:
- per calendar year; via direct debit or ideal payment.



Annual membership can be altered once per calendar year (Starting January 1st). Adjustments can be made by December 15th at the latest. After receiving a written request the Kunstenbond will process these adjustments as soon as possible.

If a member acquires a product offered by the Kunstenbond with a duration, he or she remains obliged to pay contribution after cancellation as long as the product can be used; in this case additional rights attached to the membership will expire with effect from the closing date of the membership.

Article 3 Completion of membership

Membership ends when:

- a. A member requests cancellation by letter or by e-mail. Cancellation is possible after at least one year of membership and only at the end of the month. The term of notice is two months. Members with an annual contribution can only request cancellation per calendar year (starting January 1st) with two months notice (before November);
- b. a member passes away, unless the partner wishes to continue the membership and is eligible for this;
- c. a member transfers to another FNV union;
- d. a member shows inappropriate behavior; membership will not be renewable.

LEGAL SUPPORT

Article 4. Legal Support

The Kunstenbond offers her members legal support for the following jurisdictions:

- Work and income (employment law, civil service law and assignment and/or contract agreement);
- social security (for previous performed works);
- intellectual property right (which is 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, the Kunstenbond provides her members with general advice on trademark law.

The Kunstenbond will only offer legal support for issues that arise directly from the activities that make the member eligible for membership, all to be determined by the Kunstenbond.



Legal support implies:

- Offering legal information, support, guidance and mediation (whereby attending contract negotiations does not count as legal support for a member);
- acting on behalf of the member in and outside of legal proceedings.

By offering legal support, the Kunstenbond's main objective is to look after the interests of its members with care for which only an obligation of effort is needed.

Article 5 The scope of cost-free legal support

The right to cost-free legal support is determined by:

- a. Full membership (whether or not with a reduced rate): a maximum of 20 hours per year, regardless of the amount of issues for which legal support is requested;
- b. basic membership: the first 3 months a maximum of 1 hour, thereafter 3 hours per year, regardless of the amount of issues for which legal support is requested;
- c. student membership: a maximum of 1 hour per year, regardless of the amount of issues for which legal support is requested;
- d. companion: no legal support.

Adjustments of the maximum

In the case of a full membership, all issues that arose prior to the commencement of membership are entitled to free legal support for a total of up to 3 hours; in the case of a basic membership, this is a maximum of 1 hour.

The right to cost-free legal support is adjusted pro rata:

- In the first and last year of membership;
- When changing the type of membership.

The specified number of hours per year contains a maximum. Hours that have not been used will not be taken into the follow year. With a full membership a member can claim a maximum of:

- 3 hours of cost-free legal support in the first half year of your membership and an additional 3 hours in the second half of your membership;
- 12 hours of cost-free legal support in the second year of your membership;
- 18 hours of cost-free legal support in the third year of your membership;
- 20 hours if cost-free legal support in the fourth and each subsequent year of your membership, as long as the aforementioned maximum of 20 hours per year is not exceeded.



Exceedance of the maximum number of hours of legal support

If the maximum number of hours per year (as mentioned above) or per individual issue are to be exceeded, the member must pay for further legal support at the reduced hourly rate stated in **article 9**. The same applies for the maximum when this is adjusted during the course of the year due to change or completion of membership (with retroactive effect).

Moment of origin of an issue

An issue is deemed to have arisen on the moment on which it is clear to the member (or could reasonably have been made clear) that a question or a problem would arise or exists that requires or could require legal support.

Article 6 By whom

Legal support is provided by a legal expert (jurist) or a lawyer from the Kunstenbond or by an external legal counselor (including a jurist, lawyer, bailiff or a collection agency). The Kunstenbond determines who provides legal support.

Article 7 Conditions for eligibility for legal support

Legal support is only provided:

- a. To a person who is a member of the Kunstenbond (including proprietorship)
- b. to a partnership when all individuals involved are members of the Kunstenbond;
- c. to issues whereby the Dutch law applies;
- d. In the Netherlands, to which the following aspects apply:
 - Every party (also opposition) must be established or resident 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.

Article 8 Rules

To receive legal support from the Kunstenbond the following rules apply:

- a. Legal support is exclusively granted to issues that arose during the membership (except where otherwise specified in article 5);
- b. legal support is exclusively granted related to fact that occurred during the one-year period prior to the request for legal support;
- c. the Kunstenbond only provides legal advice for issues related to a principal amount of a maximum of € 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.
- d. Legal support will exclusively be provided if a member him or herself, whether or not in consultation with the Kunstenbond, has taken all reasonable steps (including debt collection measures) to resolve the issue;



- e. at the first request of the Kunstenbond, the member must issue a written order confirmation in connection to the provision of legal support.
- f. all relevant information and date (including information about legal support as given) must be provided to the Kunstenbond in a clear and well-arranged manner;
- g. If the legal expenses insurance of a member can cover the costs of legal support requested by the member;
 - The member himself is fully responsible for finding out the consequences that legal support from the Kunstenbond may have for the coverage;
 - At the first request of the Kunstenbond, the member must cooperate in making agreements with the legal insurer insofar as the Kunstenbond declares its willingness to give legal support under the cover of the legal expenses insurance;
- h. at the first request of the Kunstenbond, the member must be available for consultation by telephone;
- i. when the Kunstenbond represents a member, the member must refrain from both direct and indirect contact with a third party involved in the issue (this includes a counter party or a legal counselor);
- j. if the Kunstenbond represents a member, the member must refrain from involving another legal counselor without prior permission from the Kunstenbond;
- k. legal support is further limited to providing legal advice if;
 - the chance of success is considered to be 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 the Kunstenbond, all to be determined by the Kunstenbond.
- l. A member is entitled to an 'additional' subsidized mediation or legal support.

Article 9 Expenses

The expenses of legal support will be borne by the Kunstenbond as specified in the following conditions:

Mandatory external costs

The mandatory external costs for legal support 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. The 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.



Litigation costs

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 5 and article 9, belong to the Kunstenbond.

Remaining costs

A member is obliged to reimburse the costs of legal support to the 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 5 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 the Kunstenbond.

Contribution to the costs of legal support

For members, the contribution to the costs of legal support is as follows:

- a. In the case of a full membership, after reaching the aforementioned (article 5) maximum per year or per case, a reduced hourly rate of:
 - € 125,- excluding VAT for cases in the field of intellectual property law;
 - € 100,- excluding VAT for all other cases.
- b. In the case of a basic membership, after reaching the aforementioned (article 5) maximum per year or per case, a reduced hourly rate of:
 - € 145,- excluding VAT for all cases in the field of intellectual property law;
 - € 100,- excluding VAT for all other cases.
- c. In the case of a student membership, after reaching the aforementioned (article 5) maximum per year or per case, a reduced hourly rate of:
 - € 145,- excluding VAT for all cases in the field of intellectual property law;
 - € 100,- excluding VAT for all other cases.

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

Article 10 payment

The Kunstenbond sends her an invoice (including VAT) with an overview of the activities and costs. The term of payment is fourteen days, without the right to settlement or suspension.

Deposit

The member is obliged to pay an advance at the first request of the Kunstenbond prior to the provision of legal support. The Kunstenbond determines the amount of this advance.



Payment arrears

In the event of late payment of an invoice, the 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.

After exceeding the term of payment issued on an invoice from the Kunstenbond, the member will be in default and will owe the statutory interest. In this respect, all payment obligations, regardless of whether the Kunstenbond has already invoiced these, are immediately due and payable. In addition, the 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.

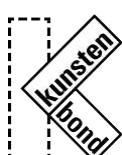
Article 11 Restrictions.

The board of the Kunstenbond is authorized to limit the claims of a member to legal support if a member makes an appeal considered disproportionately large by the Kunstenbond. This is the case when a member requests legal assistance more than four times a year. Legal support is not provided when:

- a. A member does not fulfill the obligations arising from these conditions;
- b. a member does not pay the contribution in time;
- c. a member does not register his or her case in time, leaves correspondence unanswered or does not respond promptly to requests or questions from the Kunstenbond;
- d. the issue is the result of intent, guilt or willful recklessness of the member
- e. the legal support relates to an issue which, according to the Kunstenbond, can not be settled within a reasonable period of time or if it is plausible that the third party of the member will not offer redress;
- f. it regards a dispute between partners or members of a joint venture;
- g. 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;
- h. a member behaves in such an improper manner towards the Kunstenbond or any third party involved (including a counterparty or legal counselor).

If one of these circumstances as mentioned above occurs, the Kunstenbond has the right to suspend the provision of legal support with immediate effect, even if the process has already been enacted. If necessary, discontinue it entirely; the Kunstenbond will inform her member in writing as soon as possible.

If it appears that the member has acted in violation of the law or these terms and conditions or has requested and received legal support whilst irrelevant or incorrect information has been provided, the member is obliged to reimburse all the costs of the legal support incurred by the Kunstenbond.



Article 12 Hardship clause

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

Article 13 Responsibility

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

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

Article 14 Complaints

In the case of a complaint, the member must first turn to the person who provided legal support. If the 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 the complaints procedure for the Kunstenbond Legal Affairs Complaints Procedure, which applies to all provision of legal support by the Kunstenbond. This complaint procedure is provided on request.

Article 15 Confidentiality

The Kunstenbond will consider 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 date available to a third party;
- a correct execution of the task assigned to the Kunstenbond makes it necessary to make the data available to the third party.

Article 16 Applicability

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

Article 17 Choice of law

The Dutch law applies to these conditions.

Article 18 Choice of forum

Without prejudice to the provisions of the *Kunstenbond Legal Affairs Complaints Procedure*, the court in Amsterdam has exclusive jurisdiction to hear disputes between the Kunstenbond and a member (including disputes in connection with the provision of legal support by the Kunstenbond or the amounts due by a member).

