

1. TERMS & CONDITIONS

- 1.1. These are the terms and conditions on which we supply our services to you. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. We are LAG Travel (hereafter: LAG), registered as Lifestyle Advisory Group in the Netherlands. Our company registration number (Dutch Chamber of Commerce) is 85673269 and our registered office is at Parnassusweg 126, 1076 AT in Amsterdam. Our registered VAT-number (Btw) is NL8637003100B01. You can contact us by writing at the address mentioned above, or by emailing us at info@lagtravel.com. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 1.2. When we use the words “writing” or “written” in these terms, this includes emails.

2. THE CONTRACT

- 2.1. These Terms and Conditions shall take effect and be binding upon the Client and LAG upon acceptance by the applicant of your personal offer, which includes acceptance of these Terms and Conditions. These Terms and Conditions shall be applicable for the complete duration of your Account.
- 2.2. The Account is an annual ongoing service, so the Account will be renewed automatically on the anniversary date of the commencement of the contract (Renewal Date), unless you terminate the services in accordance with these terms.
- 2.3. All Account applications are subject to acceptance by LAG at its sole discretion. We shall notify applicants in the event that the Account application has been accepted, by sending a personal proposal or offer. LAG is under no duty to disclose its reasons for rejecting any Account application.
- 2.4. We reserve the right to make changes to the Account service as are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature and quality of the services, and we shall notify you in any such event.
- 2.5. Your Account is strictly for you. You are responsible for ensuring that no one else uses the services for personal or private reasons.

3. OUR SERVICES

- 3.1. The Account entitles you to a named LAG Advisor to handle your travel, hospitality, lifestyle and touring requests. We will search for suppliers and, where applicable, book services for you with such suppliers.
- 3.2. We offer our services on a subscription basis, meaning that we do not charge for individual requests. Instead you will be charged a fixed fee from where within you will have unrestricted access to our travel, hospitality, lifestyle and touring services.
- 3.3. We offer 24/7 availability. This means that your LAG Advisor (or substitute) will be available to manage your requests or provided services when you travel, wherever that may be, except for circumstances of force majeure (unforeseen events outside our control).
- 3.4. We will supply services to you in accordance with your particular requests, provided that we will not be required to provide or facilitate the supply of goods and/or services which we deem at our sole discretion may violate applicable laws, standards and/or regulations. We reserve the right to decline any instruction from you on the grounds that it is outside of our remit, or it is illegal or immoral. If we exercise our right to decline an instruction, we will inform you as soon as reasonably practicable.

- 3.5. We will provide the services with reasonable care and skill and, as far as possible, in accordance with your requests and reasonable instructions from time to time.
- 3.6. We will endeavor to ensure that any supplier used in the provision of the services demonstrates adherence to good industry practice and provides a high-quality service. We will let you know if we become aware of any issues or concerns we have with a proposed supplier before the supplier is either instructed to do the work or is introduced to you. It will then be up to you to decide whether to proceed with instructing the supplier.
- 3.7. The contract for work to be carried out, goods to be supplied, or services to be provided is between you and the supplier. As an intermediary, we are not a party to that contract, and any terms imposed by the supplier shall be binding upon you at the time of order.
- 3.8. You agree to inform us if you wish to cancel any booking or purchase made, or if you are unable to honor any appointment, reservation, booking or meeting arranged in connection with the services. You will be responsible under the contract with the supplier for any cancellation fees/charges.
- 3.9. We reserve the right to deny any requests from you if you repeatedly fail to honor your bookings or violate cancellation policies. Where we incur any fees or costs as a result of such cancellation or failure by you, we will invoice you for such fees and costs.
- 3.10. From time to time we may incur additional expense in providing the services. Any additional associated costs or expenses in the sourcing, provision, or delivery of the services will be incurred with your prior written consent and shall be paid for by you and will be invoiced to you.
- 3.11. You agree that in relation to any travel arrangements which we are required to help arrange for you, you will be responsible for taking out adequate travel insurance for your journey. It is also your responsibility to fulfill the passport, visa and other immigration requirements as are applicable to your journey. We do not accept any responsibility if you are unable to travel due to not complying with any such requirements.

4. PROVIDING THE SERVICES

- 4.1. You may place requests by telephone, email or WhatsApp and must provide us with all information necessary in order to carry out a request. If we are unable to fulfill a request, we will inform you as soon as reasonably practicable.
- 4.2. You agree to provide true, accurate, current and complete information when you provide any requests to us. You are also obliged to provide correct details when you apply for the Account (personal details, bank details, passport details). Failure to do so may invalidate your Account and any subsequent actions. You will promptly notify LAG in the event that any information provided by you changes.
- 4.3. You shall be responsible for all fees charged by suppliers whether notified to you at the time of booking or otherwise charged by the supplier for their services.
- 4.4. We may from time to time have to suspend the supply of our services to:
 - a. address any technical problems or make minor technical changes;
 - b. update the services to reflect changes in relevant laws and regulatory requirements; or
 - c. make changes to the services as requested by you or notified by us to you.
- 4.4. We will contact you in advance to tell you we will be suspending supply of the services unless the problem is urgent or an emergency.

5. ENDING THE CONTRACT

- 5.1. If you are ending a contract for a reason set out below, the contract will end immediately, and we will refund you in full for the Account service which has not been provided (e.g. a pro rata refund for the period of contract remaining for which we have not provided any services) and you may also be entitled to compensation. The reasons are:
 - a. we have told you about an upcoming change to the services or these terms which you do not agree to;
 - b. there is a risk that supply of the services may be significantly delayed because of events outside our control; or
 - c. you have a legal right to end the contract due to an error on our behalf.
- 5.2. You have a legal right to change your mind within 14 days after conclusion of the contract (“Cancellation Period”) for no reason and receive a refund. If you cancel the contract within the Cancellation Period, you will be reimbursed your fee, less deductions for the services we performed and expenses we incurred up until you informed us of your decision to cancel.
- 5.3. You acknowledge that you authorize us to start the services immediately after the conclusion of the contract and agree that if you exercise your right to cancel during the Cancellation Period, you will be liable for all fees in relation to work that has incurred before the cancellation.
- 5.4. For any other reason you will have the right to end the contract with a 30 days notice. This means your contract with us will be ended 30 days after you have informed us that you want to end the contract, and that you will be liable for all costs that incur during these 30 days.
- 5.5. To end the contract with us, please let us know by contacting your Advisor. To end the contract, you must inform us of the decision by a clear statement (e.g. a letter sent by post or email).

6. OUR RIGHTS TO END THE CONTRACT

- 6.1. We have the right to end the contract with you if you breach any of the terms contained in it. We reserve the absolute right to immediately end the contract or suspend the services where we have reason to do so.
- 6.2. We may also end the contract at any time by writing to you should any payment due under these Terms and Conditions not be received.
- 6.3. We may also suspend supply of the services if you do not pay any sums owing to us. If you do not pay us for the services when you are required to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services.
- 6.4. You shall compensate us if you break the contract. If we end the contract in the situations set out in clause 6.1, we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.
- 6.5. We may write to you to let you know that we are going to stop providing the services. We will inform you in advance of our ceasing the supply of the services and will refund any sums you have paid in advance for the services which will not be provided.
- 6.6. We may end this contract by notice to you. We shall give you 30 days’ notice in writing.

7. COMPLAINTS

If you have any questions or complaints about the services, please contact your Advisor. We shall work to resolve your complaint as soon as reasonably practicable. We are not responsible for the failure of any third-party suppliers to provide any goods or services which we have booked on your behalf, or the negligence of such third party in providing them. However, we will make reasonable efforts to assist in the resolution of any such issues.

8. PAYMENT

- 8.1. We could manage payments to suppliers on your behalf. We will always seek your approval making payments on your behalf.
- 8.2. Payment in the travel and hospitality industry is commonly done by creditcard. If you want us to manage your payments to suppliers on your behalf, you acknowledge to provide us with your creditcard details and authorize us for the creditcard use.
- 8.3. If preferred and requested by you, we can offer advanced payment of supplier invoices. This means we will make payment for the costs you make at third-party suppliers and invoice you for the corresponding amount. You agree that LAG reserves the right to charge you with a risk fee of one and a half percent (1.5%) over the total amount when making advanced payments on your behalf.
- 8.4. You must make payment of the annual fee for the Account to us by bank transfer to our bank account. You must make payment before we start providing the services. The payment will be taken annually, quarterly or monthly in advance by bank transfer in accordance with our relevant invoice.
- 8.5. You acknowledge that the annual fee for the Account is subject to price indexation based on the Consumer Price Index (CPI) issued by the Dutch CBS (Statistics Netherlands). Indexation will take place annually on every January 1st.
- 8.6. Payment can also be done by SEPA direct debit if authorized and your company is eligible based on the rules set out for SEPA transferring. We will collect the relevant amount automatically.
- 8.7. All our invoices to you should be paid by you within 14 days, corresponding the relevant invoice.
- 8.8. You acknowledge that LAG reserves the right to accept commissions upon the supply of products or performance of services by any supplier. We have the possibility to enter into commission arrangements with trusted suppliers, who in return offer preferential rates and/or other benefits that we are able to pass on to you.
- 8.9. We will pass on changes in the rate of VAT. If the rate of VAT changes between the date you enter into the contract with us and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of Btw VAT takes effect.
- 8.10. Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.

9. OUR RESPONSIBILITY AND LIABILITY

- 9.1. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not providing us with the information we need within a reasonable time of us asking for it.
- 9.2. We are not responsible for delays outside of our control. If our supply of the services is delayed by an event outside of our control (force majeure), then we will contact you as soon as possible and we will take steps to minimize the effects of the delay. Provided that we do this, we will not be liable for delays caused

by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but have not received. Similarly, we cannot be held liable for any delays caused by third party suppliers.

- 9.3. We cannot guarantee or be responsible for any work carried out, goods supplied, or services provided by a third-party supplier.
- 9.4. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.5. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 9.6. When we instruct a supplier on your behalf as an intermediary, we are not responsible for the actions of the supplier (unless there has been a breach by us). Subject to the terms of this contract and to the extent permissible by law, we accept no liability for any loss, liability or cost incurred by you as a result of any act or omission of a supplier.

10. PERSONAL DATA

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy available on the website or request a hard copy form from us.

11. GENERAL TERMS

- 11.1. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither we nor you will need to procure the agreement of any other person in order to end the contract or make any changes to these terms.
- 11.2. Each of the articles of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining articles will remain in full force and effect.
- 11.3. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to carry out those actions and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 11.4. These conditions are governed by Dutch Law. The court in the district where LAG has its place of business has the sole jurisdiction if any dispute regarding these conditions may occur, save when a legal exception applies.