

STATEMENT THE AGENCY

TERMS & CONDITIONS

Platform, Direct Services & Off-Platform Engagements

Version 2.1

Statement The Agency

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PART 1 — DEFINITIONS

1. Definitions

In these Terms & Conditions, the following terms have the meanings set out below:

“Statement”, “we” or “us” means Statement The Agency, established in the Netherlands, registered with the Dutch Chamber of Commerce under number 78154014.

“Platform” means the digital environment operated by Statement, including the “The Crew” application and any related websites, dashboards, interfaces, tools, and functionalities.

“Crew Member” means any independent contractor, freelancer, or self-employed professional who registers through the Platform and offers services through the Platform.

“Client” means any natural person or legal entity purchasing or commissioning services through Statement or through the Platform.

“User” means any person or entity using the Platform, including Clients and Crew Members.

“Assignment” means any project, engagement, or agreement facilitated through Statement or the Platform between a Client and a Crew Member, or directly between Statement and a Client for Direct Services.

“Scope Document” means the written briefing, assignment description, statement of work, or equivalent written record that defines the agreed deliverables, objectives, and boundaries of an Assignment.

“Services” means all services offered by Statement, whether through the Platform or directly, including intermediary, administrative, payment facilitation, marketing, branding, innovation, consulting, strategy, and related services.

“Payment Protection” means the payment facilitation mechanism under which Statement receives payments from Clients, temporarily holds such amounts in its own account, and releases them to the relevant Crew Member.

“Platform Fee” means Statement’s service fee of 15% of the Adjusted Assignment Value.

“Adjusted Assignment Value” means the total Assignment fee after application of any deadline reductions, forming the basis on which the Platform Fee is calculated.

“Deposit” means an agreed partial upfront payment made by the Client to Statement before the commencement of the first phase of an Assignment.

“Revision Round” means one complete cycle in which the Client reviews delivered work and submits a single consolidated set of written feedback, to which the Crew Member or Statement responds with an updated version.

“Full Buy-Out” means a complete, exclusive, and irrevocable transfer of all intellectual property rights in the deliverables from the Crew Member to the Client, to the fullest extent permitted by applicable law.

“Portfolio Use” means the non-commercial display, publication, or reference to work for the purpose of demonstrating professional capability.

“Advertising Use” means the deliberate deployment of Crew Member work, name, likeness, or identity in paid media placements, sponsored posts, targeted advertising campaigns, or any form of paid promotion.

“Platform Promotion” means the use of uploaded materials by Statement to present, market, and promote the Platform and its Crew, including on Statement’s own website, social media channels, portfolio, newsletters, and other unpaid communications. Platform Promotion does not include Advertising Use.

“Direct Services” means services provided directly by Statement to a Client, including strategic advice, branding, marketing, innovation, and production coordination.

“Managed Delivery” means the optional project management service offered by Statement for an additional fee of 10% of the Assignment value.

“Verified Costs” means direct third-party costs incurred and demonstrably paid in the execution of an Assignment, supported by documentary evidence.

“Estimated Annual Project Value” means the estimated value of work that would have been placed through the Platform in a 12-month period in a circumvented relationship.

“AI-Generated Content” means any output produced wholly or substantially by an artificial intelligence tool, model, or system, whether or not subsequently edited by a human.

“B2B” means an agreement concluded between businesses, legal entities, or self-employed professionals acting in the course of business.

“Consumer / B2C” means an agreement in which the Client is a natural person acting outside their trade, business, craft, or profession.

“Blind Matching” means the matching process whereby the identity of the Crew Member and the Client remains concealed from the other party during the phase prior to confirmation of the match, in accordance with Article 31.

“Anonymous Phase” means the period between the placement of an Assignment and the confirmation of the match, during which the identity details of the parties are shielded from each other.

PART 2 — ACCEPTANCE & NATURE OF SERVICES

2. Acceptance of These Terms

2.1 Acceptance by Registration

By creating an account on the Platform, a User expressly agrees to be bound by these Terms in their entirety.

2.2 Acceptance by Conduct

Any person or entity that engages with Statement in any of the following ways shall be deemed to have accepted these Terms in full, regardless of whether a separate written contract has been signed: commencing, accepting, or performing an Assignment; making or receiving a payment through Statement; submitting or responding to a brief or creative request; uploading work or portfolio items to the Platform; or entering into any commercial relationship with Statement. The absence of a separately signed contract does not constitute a basis for contesting the applicability of these Terms.

2.3 Statement's Own Services

Where Statement acts as the direct provider of creative, strategic, production, or other services to a Client, these Terms apply to Statement in the same capacity as they apply to Crew Members.

2.4 Document Hierarchy

Order of precedence: (1) mandatory applicable law; (2) these Terms; (3) any individually negotiated and separately signed written agreement such as the Collaboration Agreement and Blind Agreement; (4) the Privacy Policy; (5) any Assignment description or order form.

3. Nature of the Services

3.1 Role of Statement

Statement acts as a technology provider and intermediary. Statement connects Clients and Crew Members through the Platform and facilitates administrative, operational, and financial aspects of Assignments.

3.2 No Party to the Assignment

Unless expressly agreed otherwise in writing, Statement is not a contractual party to the underlying agreement between a Client and a Crew Member. The Client and the Crew Member are each solely responsible for agreeing the scope, content, timing, deliverables, and execution of an Assignment.

3.3 No Employment, Agency, or Partnership

Nothing in these Terms shall be construed as creating an employment relationship, partnership, joint venture, agency relationship, or fiduciary relationship between Statement and any User.

3.4 No Legal, Tax, or Financial Advice

Nothing provided by Statement constitutes legal, tax, employment, financial, or regulatory advice. Users are solely responsible for obtaining independent professional advice where needed.

3A. Acceptable Use Policy**3A.1 Professional Standards**

All Users must conduct themselves with professional courtesy and respect. Users must not engage in harassment, intimidatory conduct, discriminatory language, or any behaviour that a reasonable professional would find offensive or inappropriate.

3A.2 Absolutely Prohibited Content

The following categories are absolutely prohibited under any circumstances: content depicting, promoting, or glorifying violence, torture, or abuse; content sexually exploiting or depicting minors; hate speech; content facilitating unlawful activities; infringement of third-party intellectual property rights; spam or deceptive content; malware or harmful code.

3A.3 Enforcement

Statement may take proportionate action including written warnings, temporary restriction of account functionality, removal of offending content, and temporary or permanent account suspension or termination. Violations may be reported to: legal@statementtheagency.com.

PART 3 — ACCOUNTS, ONBOARDING & PLATFORM ACCESS**4. Accounts and Registration****4.1 Registration and Accuracy**

Users must provide accurate, complete, and up-to-date information when registering and while using the Platform. The use of false identities, impersonation, misleading information, or incomplete data is prohibited.

4.2 Minimum Age

The Platform may only be used by persons aged 18 or older. In jurisdictions where the age of majority is higher than 18, the local minimum age applies. Statement reserves the right to remove any account where the User is found to be below the applicable minimum age, without refund of any amounts paid.

4.3 User Responsibility

Each User is responsible for maintaining the confidentiality and security of account credentials; all activity carried out under their account; and promptly notifying Statement of any unauthorised use or breach.

4.4 Right to Suspend or Terminate Accounts

Statement may suspend, restrict, or terminate any account where it reasonably suspects fraud, misuse, unlawful activity, inaccurate details, breach of these Terms, or conduct that may harm Statement, the Platform, or other Users. Refusal or removal does not give rise to any right to compensation.

4.5 KYC and Identity Verification

Statement reserves the right to require any User to complete KYC verification at any time. A User who fails to complete KYC verification within 10 working days of a written request may have their account suspended and any pending payments withheld.

4.6 Onboarding

Onboarding of Crew Members takes place by selection at Statement's discretion. Statement evaluates the quality and professional level of a Crew Member on the basis of portfolio and prior commercial engagements. There is no automatic admission and no guarantee of work, income, or matches.

PART 4 — ASSIGNMENTS, SCOPE & REVISIONS

5. Use of the Platform & Assignments

5.1 User Obligations

Users must use the Platform in compliance with all applicable laws and regulations and the standards set out in Article 3A, and must not upload, share, or transmit unlawful material, infringing content, malware, harmful code, or misleading information.

5.2 Assignment Pricing

The amount for each Assignment is determined by the Client. The Crew Member may respond and accept the Assignment. Once a match is confirmed, the amount is fixed and cannot be unilaterally changed by either party.

5.3 Collaboration with Modelling Agencies and Talent Agencies

Crew Members are permitted to collaborate with or be represented by a modelling agency, talent agency, or comparable organisation. An agency may also manage a Crew Member's Platform account. What is absolutely prohibited in all circumstances is that an agency refers Clients, prospective clients, or other parties to itself, to the Crew Member directly, or to any party outside Statement. All contacts, introductions, and matches must take place exclusively through Statement. Financial arrangements between a Crew Member and their agency are a private matter. Statement is not involved in or liable for such arrangements. If an agency acts in breach of these provisions, this is treated as a breach by the Crew Member.

5A. Additional Deliverables and Out-of-Scope Work

5A.1 Scope as Contractual Boundary

The Scope Document constitutes the contractual boundary of each Assignment. No Crew Member is obliged to perform, and no Client is entitled to receive, any work that falls outside the Scope Document without a separate agreement and separate payment.

5A.2 Additional Deliverables

If a Client requests deliverables not included in the original Scope Document, the Crew Member shall determine and communicate the additional fee. Additional deliverables shall only be commenced after the Client has expressly agreed to the additional fee in writing and the additional fee has been paid or secured through the Platform.

5A.3 Out-of-Scope Work

Where the requested additional work is sufficiently substantial or distinct in nature, it shall be treated as a new Assignment and must be created, briefed, and paid for as a separate project through the Platform. If a Client unilaterally attempts to expand the Scope after agreement, Statement is entitled to pause the Assignment until a new Scope has been documented in writing and the additional amount has been paid.

6. Revision Rounds

6.1 Standard Entitlement

Each Client is entitled to two (2) Revision Rounds per Assignment. Where the Client has opted for Managed Delivery, three (3) Revision Rounds apply.

6.2 Scope of a Revision Round

Each Revision Round is one consolidated written submission. Revision Rounds do not entitle the Client to change the fundamental nature, scope, or direction of the Assignment. Feedback must be submitted in writing through the Platform or, for off-Platform engagements, by written communication to Statement.

6.3 Revision Claim Period

Revision requests must be submitted within 15 working days of delivery. After this period, delivery shall be deemed accepted and approved.

6.4 Additional Revisions

Revision requests after the included rounds are at the Crew Member's or Statement's sole discretion and are subject to additional fees agreed in writing in advance.

PART 5 — INDEPENDENT CONTRACTOR STATUS & SHAM EMPLOYMENT

7. Independent Status of Crew Members

7.1 Agreement for Services

The legal relationship between Statement and each Crew Member is exclusively an agreement for services between independent entrepreneurs within the meaning of Article 7:400 of the Dutch Civil Code and equivalent provisions in other jurisdictions. There is no employment agreement, agency contract, or any other form of employment relationship, regardless of the Crew Member's jurisdiction or the frequency or duration of the engagement.

7.2 No Direction Over Execution

Crew Members determine entirely their own working hours, methods, location, materials, and tools. Statement determines only the end result to be achieved as set out in the Scope Document. Statement does not direct the manner of execution, the process, the daily activities, or the planning of the Crew Member. The absence of a relationship of authority over the manner of execution is the central and decisive criterion for employment classification in virtually all jurisdictions worldwide. Statement acts accordingly in both its terms and its daily operational practice.

7.3 Managed Delivery Does Not Constitute Direction

The guidance provided by Statement under Managed Delivery, including sharpening the briefing, maintaining contact with the Crew Member, and facilitating an additional feedback round, does not constitute the exercise of authority over the manner of execution. Statement directs the process at result level only and does not instruct the Crew Member on how to execute the work. The Crew Member retains full creative and professional autonomy over execution.

7.4 Freedom to Work for Others

Crew Members are free to work simultaneously for other clients, platforms, agencies, or direct customers. Statement imposes no exclusivity and regards the active maintenance of multiple clients as a positive and necessary indicator of genuine self-employment.

7.5 Proof of Self-Employment

Each Crew Member must provide at onboarding a valid proof of self-employment applicable in their jurisdiction: a Chamber of Commerce registration, an equivalent trade register entry, a VAT registration, an ABN (Australia), an EIN or LLC registration (United States), or a comparable official document. Crew Members who cannot demonstrate that they operate as an independent entrepreneur will not be admitted to the Platform.

7.6 Tax Responsibility

Each Crew Member is solely responsible for all tax filings, VAT obligations, social security contributions, pension arrangements, and all other statutory obligations in their jurisdiction. Statement does not make any deductions and does not issue payslips, annual statements, or equivalent documents.

7.7 Sole Dependency Monitoring

Statement actively monitors when a Crew Member has been working almost exclusively through Statement for a continuous period of 6 months or more without other demonstrable clients. In such cases, Statement will notify the Crew Member in writing of the risk that this situation may be regarded as an indicator of sham employment, and will advise the Crew Member to actively seek other clients or to obtain legal advice regarding their classification status. Statement reserves the right to restructure or terminate the engagement if the factual circumstances take on structural characteristics of an employment relationship.

7A. Indemnification for Reclassification

If a competent authority in any jurisdiction determines that a specific engagement constitutes an employment relationship with Statement, this is the result of the factual manner in which the relevant Crew Member has executed the work and not of any instruction, direction, or exercise of authority by Statement. Statement disclaims all financial, fiscal, and employment law consequences of such reclassification to the maximum extent permitted by law. The Crew Member indemnifies Statement in full and unconditionally against all claims, tax reassessments, wage tax assessments, social security contributions, penalties, fines, and legal costs arising directly or indirectly from a reclassification. This indemnification also applies to reassessments relating to periods prior to the date on which a reclassification decision is formally made. Statement reserves the right to terminate the engagement with immediate effect if the factual circumstances take on structural characteristics of an employment relationship.

PART 6 — PAYMENT, FEES & PAYMENT PROTECTION

8. Payment Protection

8.1 Payment Structure

Statement offers Payment Protection on the following basis:

- Full upfront payment (Platform): the Client pays the full agreed Assignment amount to Statement before work begins. Upon satisfaction of release conditions, Statement releases 85% of the Adjusted Assignment Value to the Crew Member and retains 15% as the Platform Fee.
- Deposit structure (Platform): the Client pays the agreed Deposit before the first phase. Upon delivery and approval of the first Milestone, Statement releases 85% of the Deposit to the Crew Member and retains 15%. The remaining balance must be paid before the Crew Member is required to commence the next phase.
- Off-Platform invoices: the Client pays within 14 calendar days of the invoice date. The Crew Member receives payment within 31 calendar days of the invoice date, provided the work has been demonstrably delivered.

8.1A Insolvency Risk

Users acknowledge that funds held under Payment Protection are in Statement's own operational bank accounts and do not constitute a separate trust or escrow arrangement. In the event of Statement's insolvency, funds may form part of Statement's general estate. Users are unsecured creditors in the event of insolvency.

8.2 Client Payment Deadline

The Client must pay the relevant amount by the deadline stated in the Assignment description or, if no deadline is stated, before work begins. In deposit structures, the Client must pay the outstanding balance before the Crew Member is required to commence the next phase.

8.3 Release After Completion

In a full upfront payment structure, funds will be released after the Crew Member marks the Assignment as completed and the Client approves delivery or fails to submit a reasoned rejection within 5 working days.

8.4 Substantial Completion

If, in Statement's reasonable assessment, the Assignment or a relevant Milestone has been substantially completed, and the Client withholds approval without a valid and substantiated reason, Statement may release all or part of the held funds to the Crew Member. Before Statement makes such a decision, the situation is coordinated with both parties in advance.

8.5 Assignment Not Started — Crew Member Default

If a Crew Member fails to commence an Assignment within the agreed timeframe, Statement shall refund the full amount paid by the Client within 10 working days.

8.6 Refunds — General

Refunds are not automatic. Statement assesses refund requests on a case-by-case basis, taking into account: degree of completion; material failure to perform; complaint timeliness; and whether the issue concerns objective non-performance or subjective preference.

8.7 Scope Review Before Refund

Before making any refund decision arising from dissatisfaction with delivered work, Statement shall review the Scope Document and the briefing to determine whether the Crew Member's work materially conforms to the agreed scope.

8.8 Deadline Missed by Crew Member

If a Crew Member misses a deadline and fails to provide timely notice, a fee reduction of 10% of the total agreed Assignment fee applies for each full calendar week the deliverable remains undelivered after the deadline, up to a maximum of four (4) full calendar weeks. This reduction applies only to Assignments not requiring physical presence. After four weeks, the Client shall be entitled to a full refund.

8.9 Crew Member Force Majeure

Where a Crew Member is unable to perform due to circumstances genuinely beyond their reasonable control, Statement will assess the circumstances and determine the appropriate outcome.

8.10 No Unauthorised Chargebacks

Users shall not initiate chargebacks or payment disputes without first submitting a complaint under Article 22 and allowing Statement at least 10 working days to respond. Any chargeback initiated in breach of this Article shall constitute a material breach of these Terms.

8.11 Payout Timing

Platform payouts to Crew Members will be made within 5 working days after release.

9. Statement Fees

9.1 Platform Fee

Statement charges a Platform Fee of 15% of the Adjusted Assignment Value. The Platform Fee is always calculated on the Adjusted Assignment Value, not on the original Assignment fee.

9.2 Taxes

All fees and prices are exclusive of VAT and any other applicable taxes unless expressly stated otherwise. Each Crew Member is responsible for correctly invoicing, reporting, and remitting any taxes applicable to their services in their jurisdiction.

9.3 Invoicing Flow

The standard payment flow does not require separate invoicing between parties. The Client pays the total Assignment amount directly to Statement. Statement retains its Platform Fee of 15% and releases the remaining 85% to the Crew Member.

9.4 Currency & International Payments

All payments are made in euros. Currency risk, exchange rate losses, and international transaction costs are entirely for the account of the receiving Crew Member. Local payment regulation, currency restrictions, or licensing requirements in the Crew Member's country are entirely at the Crew Member's risk.

PART 7 — NON-CIRCUMVENTION & TALENT CONVERSION FEE

10. Non-Circumvention

10.1 Restriction

All Assignments between parties who were first introduced or matched through Statement must be executed and paid for exclusively through the Platform for a period of 24 months (B2B) or 12 months (Consumers) after the last Assignment or introduction through Statement.

10.2 Applies to Other Platforms

This prohibition applies equally where a Crew Member and Client continue a Statement-introduced relationship via another platform, tool, or legal structure. Once a match has been confirmed, both the Crew Member and the Client are obliged to route all payments through the Platform for the duration of the applicable protection period.

10.3 Contractual Penalty for B2B Users

If a B2B User breaches Article 10.1, that User shall owe Statement an immediately payable contractual penalty equal to 25% of the Estimated Annual Project Value, with a minimum of EUR 500 and a maximum of EUR 15,000 per breach. In jurisdictions where a penalty clause is unenforceable as a penalty under local law, the penalty shall apply as a pre-agreed estimate of actual damages (liquidated damages) based on the reasonably expected loss of revenue for Statement. The penalty clause has been set at a reasonable and proportionate level: the 24-month duration (B2B) is based on the average lifecycle of a professional creative collaboration; the penalty amount reflects the demonstrable loss of revenue for Statement upon circumvention of the Platform Fee; and the restriction does not impede the parties in their regular business activities but exclusively protects the commercial position of Statement in respect of relationships established through its Platform. The number of months and the amount of the penalty have been determined on the premise that such clauses must provide sufficient incentive to prevent violation without unreasonably disadvantaging the other party.

10.4 Consumers

Article 10.1 also applies to Consumers, with a protection period of 12 months. The contractual penalty in Article 10.3 shall not apply to Consumers; Statement may claim only its actual provable damages.

10.5 Procedure

Before imposing a penalty under Article 10.3, Statement shall notify the relevant User in writing and provide 14 days to respond.

10.6 Relationship to Blind Matching

The non-circumvention clause is inextricably linked to the Blind Matching construct of Article 31. Parties accept upon acceptance of these Terms that the value of the Platform consists in part of the protected introduction and matching. The non-circumvention clause is the contractual consideration for the matching service delivered by Statement and the management of the Anonymous Phase.

11. Talent Conversion Fee

11.1 Direct Engagement Outside the Platform

If a Client engages, hires, retains, or otherwise works with a Crew Member first introduced through Statement outside the Platform and without routing the relevant payment through the Platform, the Client shall owe Statement a conversion fee.

11.2 Calculation

The conversion fee shall be 25% of the annualised compensation payable to the Crew Member in the first 12 months of the direct relationship. Minimum fees: where the most recent Assignment had a value of less than EUR 5,000: minimum fee of EUR 1,500; between EUR 5,000 and EUR 15,000: minimum fee of EUR 3,500; exceeding EUR 15,000: minimum fee of EUR 7,500.

11.3 Period of Application

This Article applies if the direct engagement arises during an active Assignment or within 24 months (B2B) or 12 months (Consumers) after the last Assignment or introduction through Statement.

PART 8 — DIRECT SERVICES & AGENCY ENGAGEMENTS

12. Off-Platform Engagements

12.1 Applicability

In addition to the Platform, Statement is also a standalone marketing agency and may perform work outside the Platform. Where Statement engages in work or performs services outside the Platform, all provisions of these Terms shall apply in full, unless a separately signed written agreement expressly overrides specific provisions.

12.2 Same Rights and Obligations

Clients and Crew Members engaged through off-Platform arrangements retain the same rights and are subject to the same obligations under these Terms as Platform Users.

12.3 Payment Terms

Off-Platform invoices: the Client pays within 14 calendar days of the invoice date. The Crew Member receives payment within 31 calendar days of the invoice date.

13. Direct Services

13.1 Scope

Direct Services are services provided directly by Statement to a Client, including strategic advice, branding, marketing, innovation, and production coordination.

13.2 Payment Terms

Unless otherwise agreed in writing, 50% of the agreed fee for Direct Services is due before work starts. The remaining 50% is due upon delivery or on the agreed invoice date. Payment is due within 14 calendar days of the invoice date.

13.3 Deposit Non-Refundability

The 50% deposit is non-refundable once Statement has incurred costs or entered into commitments, regardless of the reason for cancellation or postponement by the Client. This applies expressly to cancellations resulting from internal strategic changes, departure of a decision-maker, merger or acquisition at the Client, or any other cause within the Client's sphere.

13.4 Contract Duration and Cancellation

Once a Client opts for a half-year contract, annual contract, or fixed-term engagement and confirms this in writing, the agreement is binding for the full agreed duration. The Client has the right to terminate within the first 14 calendar days after the confirmed start date. In that case, only the hours already worked are due, calculated as: total amount divided by total agreed hours, multiplied by hours worked, plus any external costs already incurred. After 14 days, the full contract value is due regardless of whether the Client makes use of the services. A pause or suspension requested by the Client has no effect on the payment obligation.

13.5 Differences in Taste

Statement is not liable for dissatisfaction arising solely from differences in taste, changed perspectives, or altered business priorities after delivery. Assessment of delivered work is always based exclusively on the Scope Document agreed and approved in writing before commencement.

13.6 Creatives Working with Statement as Agency

Creatives who collaborate with Statement as agency, whether through the Platform or via a direct agreement, are bound by the rules, code of conduct, and terms of Statement. By entering into a collaboration, a creative confirms

having read and expressly agreed to Statement's Platform rules and working practices. Statement formalises this agreement via an onboarding email requiring explicit confirmation by email reply or digital signature. Statement reserves the right to terminate a collaboration with immediate effect if the creative acts in breach of the Platform rules.

PART 9 — INTELLECTUAL PROPERTY & CONTENT

14. Intellectual Property and Portfolio Rights

14.1 Default IP Position — Limited Licence

Unless a Full Buy-Out has been agreed in writing under Article 14.5, no intellectual property rights in the deliverables are transferred to the Client. The Client receives only a non-exclusive, non-transferable, worldwide licence to use the deliverables for the purposes for which the Assignment was commissioned, effective only upon full payment. The above does not apply to company-specific products, such as a logo or branding products.

14.1A Licence Duration — Mandatory Field

The duration and scope of the licence granted to the Client shall be as specified in the Scope Document. Where no licence duration is specified, the licence shall be deemed to apply for the duration of the specific campaign, project, or purpose for which the Assignment was commissioned. No perpetual or unlimited licence shall be implied from silence or omission. The above does not apply to company-specific products, such as a logo or branding products.

14.2 Pre-Existing IP

Intellectual property rights in materials, tools, methods, templates, code, concepts, or know-how developed before or outside the relevant Assignment remain vested in the original owner.

14.3 Portfolio Use

Unless a Client has objected in writing in accordance with Article 14.4, both Statement and the relevant Crew Member retain the perpetual, royalty-free right to use, reproduce, and display completed deliverables as Portfolio Use. Portfolio Use is limited to demonstrating professional capability and does not include commercial exploitation, resale, sublicensing, or advertising campaigns unrelated to Statement's or the Crew Member's own professional promotion. Portfolio Use is subject at all times to the confidentiality obligations of Article 24.

14.4 Client Objection to Portfolio Use

A Client who does not wish Statement or the Crew Member to exercise Portfolio Use rights must notify Statement in writing before the start of the Assignment or at the latest before delivery of the final deliverables, via: legal@statementtheagency.com.

14.5 Full Buy-Out

A Full Buy-Out must be explicitly requested. Statement will prepare a supplementary Buy-Out Agreement. The Full Buy-Out takes effect only upon execution of the Buy-Out Agreement by all parties and full payment.

14.6 Licence Lapse on Non-Payment

Where a licence has been granted to the Client but the Client subsequently fails to pay or falls into payment arrears, the licence lapses with immediate effect until full payment is received. Use of the work during the period of payment arrears constitutes an infringement of the intellectual property rights of the Crew Member.

14.7 No AI Training Data

Content produced through or uploaded to the Platform may never be used as training data for any artificial intelligence model, or for fine-tuning, testing, or improving any AI system, by any party under any circumstances, without Statement's prior written consent.

14.8 IP upon Cancelled Assignments

If an Assignment is cancelled after the Crew Member has already performed work but before the final deliverables have been delivered or approved, all work in progress, including sketches, concepts, designs, texts, images, and recordings, remains the property of the Crew Member. The Client acquires no rights to this material, even if the Deposit has been paid and is not refunded. The Client may not use, publish, adapt, or distribute work in progress without a separate written agreement with the Crew Member and full payment of a separately agreed fee. If the Client does so regardless, the full original Assignment value is immediately enforceable as a penalty, without prejudice to the Crew Member's right to additional compensation.

14.9 Moral Rights & Attribution

Without prejudice to any transfer of intellectual property rights, the Crew Member retains their moral rights as the author within the meaning of Article 25 of the Dutch Copyright Act and equivalent provisions in other jurisdictions, including the right to attribution upon publication of the work. The manner of attribution shall be agreed in the Scope Document. If the Client wishes for commercial or editorial reasons to omit attribution, this must be expressly included in the Scope Document before commencement. Silence regarding attribution shall be treated as agreement with the Crew Member's default right to attribution. A waiver of the right to attribution is only possible via a separate written declaration and applies exclusively to the specific deliverable to which that declaration relates.

14A. Advertising Use of Crew Member Work and Identity

14A.1 Platform Promotion — Default with Opt-Out

By uploading work to the Platform, each Crew Member grants Statement a non-exclusive, royalty-free, worldwide licence to use, reproduce, display, and publish such uploaded materials solely for Platform Promotion purposes. This right applies by default upon registration. A Crew Member who objects may notify Statement in writing at any time via legal@statementtheagency.com. Statement will process a valid objection within 5 working days.

14A.2 Advertising Use — Explicit Opt-In Required

Statement shall not use a Crew Member's name, recognisable likeness, portrait, or identity in paid advertising or sponsored content without that Crew Member's prior explicit and informed consent. Such consent must be given separately from the general acceptance of these Terms, through a distinct and unambiguous opt-in mechanism at registration or subsequently through the Platform. Acceptance of these Terms alone does not constitute consent to Advertising Use.

14A.3 Portrait Rights

Statement expressly acknowledges the portrait rights of Crew Members under Dutch law (Auteurswet, Articles 19–21) and equivalent rights under applicable law in other jurisdictions. Where a Crew Member's portrait is used in advertising or commercial promotion, such use requires the prior consent of the Crew Member. Statement shall not use a Crew Member's portrait in Advertising Use on the basis of legitimate interest alone.

14A.4 Withdrawal of Consent

A Crew Member may withdraw consent for Advertising Use at any time by written notice to legal@statementtheagency.com. Withdrawal takes effect prospectively. Advertising materials already in active deployment will be stopped within 30 days. Statement may not license Crew Member work, name, likeness, or identity to third-party advertisers for use in their own campaigns without the Crew Member's separate explicit written consent.

15. AI and AI-Generated Content

15.1 Disclosure Obligation

Where a Crew Member uses AI tools to produce or substantially contribute to any deliverable for a Client Assignment, the Crew Member must disclose this use to the Client and to Statement in writing before or at the time of delivery.

15.2 AI Use Permitted with Conditions

The use of AI tools as part of a Crew Member's creative or professional workflow is permitted under these Terms, subject to the disclosure obligation and any restrictions agreed in the Scope Document. The use of any deliverable or Platform content as training data for any artificial intelligence model is not permitted under any circumstances.

15.3 Client Consent to AI Use

Where a Client's Scope Document explicitly states that AI-Generated Content is not acceptable, the Crew Member must not use AI tools to produce any material element of the deliverable.

15.4 No Guaranteed Copyright Protection

Statement makes no representation or warranty that AI-Generated Content is protected by copyright or any other intellectual property right in any jurisdiction.

PART 10 — LIABILITY & INDEMNIFICATION

16. Liability

16.1 B2B Exclusion of Indirect Damages

In B2B relationships, Statement shall not be liable for indirect, incidental, special, punitive, or consequential damages; loss of profit, revenue, opportunity, goodwill, or reputational damage; data loss or security incidents (except where caused by wilful misconduct or gross negligence); acts or omissions of Clients or Crew Members; or subjective creative preferences.

16.2 B2B Liability Cap

In B2B relationships, Statement's aggregate liability shall be limited to the total fees actually paid by the relevant User to Statement in the 12 months preceding the event giving rise to the claim, with an absolute maximum of EUR 10,000 per event or series of connected events.

16.3 Consumers

The limitations in this Article do not apply to the extent prohibited under mandatory consumer law. Consumers worldwide retain all non-waivable rights under the applicable consumer law of their country of residence.

16.4 Mandatory Exceptions

Nothing in these Terms excludes or limits liability for wilful misconduct or gross negligence by Statement or its managerial staff; death or personal injury caused by Statement's negligence; or any liability that cannot be excluded under applicable law.

17. Physical Liability, Injury & Cancellation

17.1 Injury at Location

Statement is not liable for personal injury, psychological injury, death, or material damage to Crew Members, models, talent, Clients, or third parties at a location in connection with a shoot, event, activation, or workshop, regardless of the country where the activity takes place. Statement is not the owner, manager, or operator of the location and is not the employer of persons present. Responsibility for a safe working environment rests with the location owner and the Client in accordance with applicable local health and safety legislation. Injury caused by equipment, materials, or props provided by the Client or third parties falls entirely under the responsibility of the providing party. Crew Members are themselves responsible for adequate insurance in their own jurisdiction.

17.2 Cancellation and Non-Refundable Costs

Once Statement has incurred costs for an Assignment, the Deposit is non-refundable regardless of the reason for cancellation or postponement by the Client. This applies expressly to cancellations resulting from internal strategic changes, departure of a decision-maker, merger, or acquisition at the Client. In the event of force majeure on the part of Statement, only demonstrably incurred external costs will be charged.

17.3 Third Parties and Campaign Performance

Statement is not liable for the actions or omissions of third parties engaged at the request or instruction of the Client. Statement is not liable for reach, conversions, engagement, or any other measurable result of produced content or campaigns. Statement is not liable if produced content subsequently gives rise to legal problems. The Client is responsible for the lawfulness of the use of delivered content in its specific context and jurisdiction.

18. Indemnity

The User shall fully indemnify and hold harmless Statement, its directors, officers, employees, affiliates, and contractors from and against all third-party claims, losses, liabilities, damages, fines, penalties, and reasonable legal costs arising out of or related to: the User's breach of these Terms or the Acceptable Use Policy; unlawful or improper use of the Platform; infringement of intellectual property, privacy, confidentiality, or other rights by the User; the User's failure to comply with tax, employment, social security, regulatory, or sanctions obligations; any claim arising from AI-Generated Content produced or provided by the User; the User's unauthorised use of Statement's intellectual property in connection with any AI training, scraping, or automated extraction activity; and claims by third parties as a result of content produced at the User's instruction. This Article survives termination.

18A. Warranties of the Crew Member

Each Crew Member warrants to Statement and the Client upon acceptance of each Assignment that: the Crew Member is entitled to provide the offered services and has no outstanding contractual obligations, exclusivity agreements, or non-compete restrictions with third parties that would prevent or impede the execution of the Assignment; the delivered work is original or contains only materials the Crew Member is demonstrably entitled to use, and does not infringe third-party rights; the delivered work is free from hidden technical defects or incompatibilities that would impede the Client's agreed use; and the Crew Member possesses the requisite professional knowledge, skills, and, where applicable, licences or certifications to perform the Assignment properly. If any of these warranties proves to be incorrect or incomplete, the Crew Member is fully liable for all damage suffered by the Client or Statement as a result.

PART 11 — MANAGED DELIVERY & QUALITY SERVICES

19. Quality Control and Managed Delivery

19.1 Managed Delivery

The Client may opt for Managed Delivery by paying a service fee of 10% of the total Assignment amount. This covers: Statement reviewing and sharpening the briefing before kickoff; direct contact with the Crew Member to keep delivery on track; an additional feedback round before final delivery; and oversight and support throughout the process.

19.2 Crew Member Acceptance of Managed Delivery

Managed Delivery is an integral part of the Assignment. By accepting an Assignment to which Managed Delivery has been attached, the Crew Member automatically agrees to the additional obligations associated with it, including the additional revision round, direct communication with Statement, and cooperation with the additional feedback round.

19.3 Best Efforts — No Guarantee

Managed Delivery provides additional guidance and direction but does not guarantee a specific end result. Statement is not responsible for the physical appearance of a Crew Member at a location or for the ultimate quality of delivery.

PART 12 — GLOBAL PRIVACY & DATA PROTECTION

20. Global Privacy & International Compliance

20.1 General Privacy Policy

Statement processes personal data of Crew Members, Clients, and other Users worldwide as data controller. Statement applies the highest applicable level of protection based on the location of the data subject. Statement processes personal data solely on the basis of a valid legal ground.

20.2 European Union & EEA — GDPR

For Users established in the EU and EEA, Regulation (EU) 2016/679 (GDPR) applies. EU/EEA Users have the right of access; the right to rectification; the right to erasure where no statutory retention obligation applies; the right to restriction of processing; the right to data portability; the right to object; and the right not to be subject to solely automated decision-making. Requests may be submitted via legal@statementtheagency.com. Statement responds within 30 calendar days. Statement does not transfer personal data of EU/EEA Users outside the EEA without a valid transfer mechanism. EU Users may lodge a complaint with the Autoriteit Persoonsgegevens or the supervisory authority in their own Member State.

20.3 United Kingdom — UK GDPR

For Users established in the United Kingdom, the UK GDPR (Data Protection Act 2018) applies. UK Users enjoy the same rights as described in Article 20.2. Transfer outside the UK is made only on the basis of IDTAs or approved SCC addendums. UK Users may lodge a complaint with the ICO via ico.org.uk.

20.4 United States — CCPA

For Users established in California, the CCPA/CPRA applies. Californian Users have the right to know what data Statement collects; the right to deletion; the right to correction; the right to opt out of sale or sharing; and the right to equal service. Statement does not sell personal data of Californian Users. Requests via legal@statementtheagency.com, response within 45 calendar days. Statement does not process personal data of children under 13 in accordance with COPPA.

20.5 Canada, Australia, Asia, Middle East & Latin America

For Canadian Users: PIPEDA (and Loi 25 for Quebec). For Australian Users: Privacy Act 1988 and the APPs. For Japanese Users: APPI. Singapore: PDPA. China: PIPL (including security assessment for data transfers). UAE: Federal PDPL. Saudi Arabia: PDPL. Brazil: LGPD. In countries requiring consumer contracts in the local language, Statement makes a translation available on request. In the event of inconsistency between language versions, the English version prevails for B2B.

20.6 General International Provisions

Dutch law applies to all B2B relationships worldwide. For Consumers, the mandatory consumer protection rules of the country of residence always prevail. Penalty clauses apply as liquidated damages where a penalty clause is unenforceable. Statement reserves the right to refuse or freeze services and payments to comply with sanctions regulation.

21. Data Protection

21.1 Privacy Policy

Statement processes personal data in accordance with applicable data protection law and its Privacy and Cookie Policy at www.statementtheagency.com/privacy.

21.2 Data Breach

In the event of a personal data breach, Statement shall assess the nature, scope, and likely consequences without undue delay; where required under applicable law, notify the competent supervisory authority within the statutory timeframe (72 hours under the EU GDPR); and take reasonable steps to contain the breach.

21.3 User Warranties

Users warrant that any personal data they upload, share, or process through the Platform has been obtained and processed lawfully and does not infringe the rights of any third party.

PART 13 — COMPLAINTS, DISPUTES & ENFORCEMENT

22. Complaints and Dispute Handling

22.1 Complaint Procedure

Complaints, legal notices, and claims must be submitted to: legal@statementtheagency.com. Statement will confirm receipt within 3 working days and aims to provide a substantive response within 10 working days. Statement shall issue a final decision within 30 working days.

22.2 Complaint Limit

Every complaint by a User is taken up and handled by Statement with the utmost seriousness and care. Statement assumes that the complaint system will not be abused. If a User submits a disproportionate number of complaints, Statement is free to limit the number of complaints from that User.

22.3 Quality Disputes — Assessment Criteria

Where a dispute arises regarding the quality of the delivered work and both parties acknowledge that the work has been delivered but disagree on whether it conforms to the Scope Document, Statement shall, in consultation with both parties, assess the situation based on: the literal content of the Scope Document as approved prior to the commencement of the Assignment; the written communication between the parties during the Assignment; the feedback provided during the Revision Rounds; and the generally accepted professional standards for the relevant type of work. Differences in taste, changed perspectives, or altered business priorities after delivery do not constitute valid grounds for a quality dispute. A quality complaint is only justified if the work demonstrably and significantly deviates from the specific and measurable requirements as set out in the Scope Document. Points that the Client did not have recorded in writing in the Scope Document prior to the commencement of the Assignment, or did not indicate during the Revision Rounds, cannot be invoked as grounds for a complaint.

22.4 Duty to Provide Evidence

Statement reserves the right to require both parties to provide written evidence in support of their position within a reasonable period to be set by Statement. A party that refuses to cooperate or fails to provide evidence within the set period accepts that Statement bases its assessment on the available information. Non-cooperation may be weighed by Statement to the detriment of the non-cooperating party.

22.5 Partial Delivery

If a Crew Member has only partially delivered an Assignment and ceases execution, Statement will assess the degree of completion based on the Scope Document and the demonstrably delivered deliverables, and coordinate this with the Client. The amount paid to the Crew Member will be determined in proportion to the portion of the Scope that has been demonstrably completed. The remaining amount will be refunded to the Client. The Client is entitled to the work that has been fully completed and for which payment has been made. Work that has not been completed and for which payment has not been made will not be delivered to the Client.

22.6 Mediation

At the request of the parties, Statement may, but is not obliged to, act as a mediator in disputes between a Client and a Crew Member. Any such mediation is voluntary and non-binding unless the parties expressly agree otherwise in writing.

22.7 Consumer Rights

Nothing in these Terms limits the right of a Consumer to contact a competent authority, including the Autoriteit Consument & Markt or an equivalent body in their country of residence.

23. Claims, Cost Recovery & Legal Enforcement

23.1 What Statement May Claim

Statement is entitled to claim the following amounts cumulatively upon non-payment, breach of contract, or violation of these Terms: the full outstanding principal of all unpaid invoices, Assignment amounts, and Deposit amounts; the full remaining contract value upon early termination after the first 14 days; the Platform Fee over the full Assignment value even if the Assignment was not completed due to the actions of the counterparty; and all demonstrably incurred external costs.

23.2 Statutory Interest

B2B: statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code from the day after the due date without notice of default. Consumers: statutory interest pursuant to Article 6:119 of the Dutch Civil Code. Interest runs until full payment. For internationally enforceable claims, Statement applies the applicable statutory interest rate, with a minimum of the Dutch statutory commercial interest rate.

23.3 Extrajudicial Collection Costs

Upon non-timely payment, the counterparty owes all extrajudicial collection costs. For B2B claims: all actual and reasonable costs of the engaged collection agency, including costs above the statutory WIK minimum. For Consumers: the statutory WIK maximums (minimum EUR 40). Statement is free to choose the collection agency. For internationally enforceable claims, Statement reserves the right to engage a local collection agency; all costs are for the counterparty's account.

23.4 Full Recovery of Legal Costs

The counterparty is obliged upon breach of these Terms to reimburse all actual and reasonable legal costs of Statement, including: advisory costs; costs of legal assistance in proceedings; costs for conservatory attachment; bailiff costs; costs for locating the counterparty; costs for IP enforcement; and, for international claims: local legal assistance, translation costs, apostille costs, and costs for recognition and enforcement of foreign judgments.

23.5 Contractual Penalties — Immediately Enforceable

Non-circumvention penalty: 25% of the Estimated Annual Project Value per breach, minimum EUR 500, maximum EUR 15,000. Talent Conversion Fee: 25% of the annualised compensation, minimum EUR 1,500 to EUR 7,500. Penalty for unlawful use of work after refund: full Assignment amount immediately enforceable. Reputational damage penalty (B2B): EUR 2,500 per breach, maximum EUR 10,000 per incident. All penalties apply in addition to and not instead of the right to additional compensation. In jurisdictions where a penalty clause is unenforceable as a penalty, the penalties apply as liquidated damages.

23.6 Judicial Measures & International Enforcement

Statement is entitled to seek: a preliminary injunction; a periodic penalty payment (dwangsom); conservatory attachment; a removal or rectification order; and a disclosure order. For international enforcement: recognition and enforcement via the EU Brussels I bis Regulation (No. 1215/2012), bilateral treaties, and the Hague Convention 2019.

23.7 Order of Application of Payments

Upon receipt of a partial payment, amounts received shall be applied in the following order: (1) costs and collection costs; (2) interest due; (3) the oldest outstanding principal. This applies as an expressly agreed allocation in deviation from Article 6:44 of the Dutch Civil Code. Statement is entitled to set off payments against outstanding claims against the same User.

PART 14 — MISCELLANEOUS PROVISIONS

24. Confidentiality

Confidential Information means any information marked as confidential or that should reasonably be understood to be confidential, including the content of the Scope Document, strategies, briefs, customer information, pricing, financial information, and non-public project details. The receiving party shall use Confidential Information only for

the purpose for which it was disclosed and shall protect it with adequate care. Statement protects the Confidential Information of Crew Members with the same level of care as its own confidential information. The Crew Member is obliged to keep the content of the Scope Document confidential during the engagement and for two years after its conclusion or cancellation. This obligation also applies in the context of Portfolio Use: the Crew Member may display the end result visually but may not disclose the strategic content or confidential briefing information without the Client's consent. Formal notices to: legal@statementtheagency.com.

25. Force Majeure

Statement shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, war, terrorism, governmental measures, pandemics, widespread cyberattacks, internet outages, banking disruptions, or failures of third-party service providers. Statement shall notify affected Users as soon as reasonably possible. If a force majeure situation continues for more than 30 days, either party may terminate by written notice, without liability for damages. Costs already incurred are non-refundable.

Force majeure on the part of the Client: the Client is obliged to notify Statement immediately in writing in the event of a force majeure situation. Financial difficulties, liquidity shortfalls, or internal decision-making problems do not qualify as force majeure. The Crew Member retains at all times the right to payment for work already delivered and costs demonstrably incurred, even if the Assignment cannot be continued due to force majeure on the part of the Client.

26. Termination

26.1 Termination by Statement

Statement may terminate or suspend a User account on 30 days' notice for ordinary convenience; or with immediate effect in the event of a serious breach, fraud, unlawful use, AUP violation, KYC non-compliance, sanctions risk, or legal requirement.

26.2 Platform Closure

In the event Statement decides to fully close the Platform, Statement will notify registered Users at least 60 days in advance where reasonably possible. Ongoing Assignments will be settled. Funds held under Payment Protection will be returned as soon as possible.

26.3 Surviving Clauses

The following Articles survive termination of the agreement and remain in force: intellectual property rights, portfolio and promotion rights, confidentiality, non-solicitation, liability limitations, indemnification, and dispute resolution.

27. Amendments to the Terms

27.1 Right to Amend

Statement reserves the right to amend these Terms at any time. For material changes: at least 30 days' prior notice. For an increase in the Platform Fee: at least 60 days' notice to Crew Members. A reduction may take effect on 14 days' notice.

27.2 Acceptance of Amended Terms

Continued use of the Platform after the effective date of amended Terms constitutes full acceptance.

27.3 Automatic Renewal

Half-year and annual contracts for Direct Services are not automatically renewed unless both parties have expressly agreed this in writing at least 30 calendar days before the end date. Statement will remind the Client at least 30 calendar days before the end date. For Consumers: automatic renewal of a contract with a duration of more than one year is not permitted in accordance with Article 6:236(q) of the Dutch Civil Code; the Consumer has the right to terminate the contract after the first year with a maximum notice period of one month.

28. Governing Law and Jurisdiction

28.1 Governing Law

These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Netherlands, excluding the CISG. This choice of law applies globally to all Users and all engagements.

28.2 Jurisdiction

Any disputes shall be submitted to the competent court in Amsterdam, the Netherlands, unless mandatory law requires another court or a Consumer is entitled to bring proceedings before the court of their place of residence.

28.3 Consumer Protection

Mandatory consumer protection rules of the country of the Consumer's habitual residence remain unaffected where applicable under mandatory law.

29. Miscellaneous

29.1 Severability

If any provision of these Terms is held invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

29.2 No Waiver

Any failure or delay by Statement in exercising any right or remedy shall not constitute a waiver of that right or remedy.

29.3 Entire Agreement

These Terms, together with any applicable Assignment descriptions, statements of work, order forms, and the Privacy Policy, constitute the entire agreement between Statement and the User. Informal communications via WhatsApp, DMs, Slack, Instagram Direct, LinkedIn Messaging, verbal conversations, or any other informal channel shall not constitute a binding contractual obligation on Statement unless expressly confirmed in a written document signed by an authorised representative of Statement.

29.4 Language

These Terms are available in both English and Dutch. In the event of any inconsistency or conflict between the two language versions, the English version shall prevail.

29.5 Non-Solicitation

During the engagement with Statement and for 12 months following termination, no User may directly or indirectly solicit or induce any employee, contractor, or director of Statement to leave their position, nor induce other Users of the Platform to leave the Platform for the purpose of circumventing Statement's fees.

29.6 Reputational Conduct

Users shall not make knowingly false, materially misleading, or deliberately harmful public statements about Statement. Honest, good-faith, and factually accurate statements are always permitted. B2B breach: penalty of EUR 2,500 per violation, maximum EUR 10,000 per incident, after written notice with a 5-working-day correction period.

29.7 Prohibition on Competitive Intelligence

It is expressly prohibited for Users to use the Platform or information accessible through the Platform for competitive purposes outside the normal use of the matching service, including systematically searching Crew Member profiles, rates, or skills to develop a competing platform; scraping or extracting profile information, rate structures, or Platform architecture; and using knowledge of the Platform to actively direct Users away from Statement.

29.8 Reviews Following a Dispute

A User who has been involved in a dispute procedure may place a fair and factually accurate review after the conclusion of proceedings. Statement reserves the right to remove a review that contains demonstrably incorrect factual claims, is in breach of Article 29.6, or has been placed evidently solely to cause harm to the other party rather than to give a fair account of the experience.

PART 15 — CONTACT PROTECTION & COMMUNICATION RULES

30. Protection of Contact Details Before a Confirmed Match

30.1 Absolute Prohibition on Sharing Contact Details Pre-Match

Prior to a confirmed match between a Client and a Crew Member, the sharing, disclosure, requesting, or exchange of any personal contact details is strictly prohibited. This prohibition is absolute and applies to both parties without exception. The following categories of information may not be shared, hinted at, or made discoverable before a match has been confirmed and the payment has been received by Statement:

- Full names and surnames
- Personal or business email addresses
- Telephone numbers and mobile numbers
- Social media handles, usernames, profile links, or accounts on any platform, including but not limited to Instagram, TikTok, LinkedIn, WhatsApp, Telegram, X (formerly Twitter), Snapchat, Facebook, BeReal, or any other social media or messaging platform
- Website URLs that would enable direct identification or contact
- Physical addresses, business addresses, or locations that could enable direct contact outside the Platform
- Any other identifier that would enable either party to make direct contact with the other party outside the Platform

30.2 Purpose of the Prohibition

The contact protection rule exists to protect the integrity of the matching process, prevent circumvention of Statement's Platform Fee, protect Crew Members from unsolicited contact, and ensure that all commercial relationships originating from Statement flow through the Platform in accordance with the non-circumvention provisions of Article 10.

30.3 All Pre-Match Communication Must Take Place on the Platform

All communication between a Client and a prospective Crew Member prior to a confirmed match must take place exclusively through the Platform's built-in communication tools. Communication through external channels before a confirmed match, regardless of who initiates it, constitutes a violation of these Terms and may result in immediate account suspension, a formal warning, or a permanent ban from the Platform in accordance with Article 4.4 and Article 30.6.

30.4 Contact Details Released After a Confirmed Match and Payment

Once a match has been confirmed by Statement and the full Assignment amount or agreed Deposit has been received and secured by Statement under the Payment Protection mechanism, contact details may be exchanged between the matched Client and Crew Member for the purpose of executing the Assignment. This is permitted for operational communication necessary to carry out the Assignment, including coordinating logistics, sharing files, scheduling calls, and managing production.

30.5 Invoicing and Financial Communication Must Remain on the Platform

Notwithstanding Article 30.4, the exchange of contact details after a confirmed match does not permit the parties to conduct financial transactions, invoicing, payment arrangements, or any payment-related communication outside the Platform. All invoicing, billing instructions, payment requests, and financial settlement related to the relevant Assignment must continue to flow exclusively through the Platform. Any attempt to arrange payment

outside the Platform, even after contact details have been exchanged, constitutes circumvention under Article 10 and triggers the applicable contractual penalties.

30.6 Enforcement and Consequences

Statement actively monitors the Platform for indications that contact details are being shared before a confirmed match. A User who shares, requests, or attempts to obtain contact details in breach of Article 30.1 shall be subject to the following consequences, applied progressively or cumulatively at Statement's discretion:

- A formal written warning issued to the account.
- Temporary suspension of the account pending investigation.
- Permanent ban from the Platform if the violation is repeated or deliberate.
- Where the pre-match contact exchange results in or was intended to result in circumvention, the non-circumvention penalty under Article 10.3 is immediately triggered.

30.7 Crew Member Protection

A Crew Member who receives an unsolicited request from a Client for personal contact details before a confirmed match is expressly entitled to refuse and is encouraged to report the request to Statement via legal@statementtheagency.com. Statement treats such requests as a potential violation of these Terms and will investigate accordingly. A Crew Member who discloses their own contact details before a confirmed match does so at their own risk.

30.8 Scope of Rule — All Matching Contexts

This Article applies to all matching contexts on the Platform, including: Clients browsing Crew Member profiles; Crew Members responding to posted briefs; Statement-initiated introductions; and any other context in which a Client and a Crew Member are introduced or become aware of each other through Statement. The protection period begins at the moment of first introduction and ends upon confirmation of a match and receipt of payment. After that point, contact may be shared for the purposes described in Article 30.4, subject always to Article 30.5 on invoicing.

PART 16 — BLIND MATCHING & PLATFORM AGREEMENT

31. Blind Matching — Legal Construct & Agreement

31.1 How the Matching Process Works

The Platform operates a system of Blind Matching. This means that during the Anonymous Phase, the period between the placement of an Assignment and the confirmation of the match, the identity details of both the Client and the Crew Member are shielded from the other party. The Crew Member does not see the identity of the Client and the Client does not see the identity of the Crew Member. Matching takes place exclusively on the basis of portfolio, professional competence, and the content of the Scope Document.

31.2 Legal Basis — Agreement with the Platform Prior to Agreement Between Parties

The legal construct operates as follows: in the first step, both the Client and the Crew Member accept these Terms upon registration on the Platform, including the non-circumvention clause, the contact protection rules, the Platform Fee, and the penalty clauses. This constitutes a binding agreement between each User individually and Statement. In the second step, after confirmation of the match and receipt of payment, the Client and the Crew Member enter into an agreement with each other. At that point, identity details are released. The agreement between Client and Crew Member is subordinate to and bound by the Platform terms already accepted by both parties.

31.3 GDPR Compliance in Blind Matching

The processing of personal data during the Anonymous Phase is carried out in accordance with the GDPR and applicable privacy legislation. Statement processes the identity details of Users solely on the basis of a valid legal ground. The shielding of identity details during the Anonymous Phase serves Statement's legitimate interest in protecting the integrity of the matching process and preventing circumvention. Users are informed transparently

upon registration about the operation of the matching process, the Anonymous Phase, and the moment at which identity details are released.

31.4 Agreement to Blind Match upon Acceptance of Assignment

By accepting an Assignment through the Platform, both the Client and the Crew Member expressly agree to the Blind Matching construct and accept that: they do not know each other's identity during the Anonymous Phase; the match is made on the basis of portfolio and Scope Document; after confirmation of the match and payment, they are bound by the Assignment as described in the Scope Document; and after confirmation of the match, they remain bound by all provisions of these Terms, including the non-circumvention clause of Article 10.

31.5 Reasonableness and Fairness — Competition Law Limits

The Blind Matching construct and the non-circumvention clause have been designed in compliance with the principles of reasonableness and fairness as referred to in Article 6:248 of the Dutch Civil Code and the competition law limits of Dutch and European law. The temporary shielding of identity details is limited to the Anonymous Phase and does not constitute an unreasonable restriction on the parties in their business activities. The non-circumvention clause does not prohibit parties from collaborating with other parties outside Statement but exclusively protects the specific introductions and matches brought about through Statement. The penalty clause has been set at a proportionate level and reflects the reasonably expected damage for Statement in the event of circumvention. Statement reserves the right to adapt the construct if changes in applicable law or regulation require it.

31.6 Transparency on Matching Criteria

Statement informs Users upon registration transparently about: the criteria on the basis of which matches are made (portfolio and Scope Document); the moment at which identity details are released; the rights and obligations that arise upon a match; and the consequences of breach of the contact protection rules and non-circumvention clause. This information is available at all times via the Platform helpdesk and at www.statementtheagency.com.

31.7 In Case of a Mismatch

If the identity of both the Crew Member and the Client has been disclosed after the Anonymous Phase and either party, for whatever reason, is unable to cooperate with the other party, that party must report this to Statement within 24 hours.

PART 17 — ADDITIONAL PROTECTIVE PROVISIONS

32. Use of Name in References and External Communication

A Client may refer to the name, trademark, logo, or project name of Statement and the relevant Crew Member in external references, testimonials, case studies, or on their own website or social media, provided that the reference is factually accurate; relates to an Assignment actually completed through Statement; does not harm the reputation of Statement or the Crew Member; and the Crew Member has given consent for this upon registration. A Crew Member may refer to the name, trademark, or logo of the Client in their own portfolio, website, or social media, provided that the reference is factually accurate; the Assignment was actually completed through Statement; the reputation of the Client is not harmed; and the Client has given consent for this.

33. Death of a Crew Member

In the event of the death of a Crew Member during an ongoing Assignment, the Assignment terminates by operation of law. Outstanding payment rights for work already delivered or demonstrably commenced shall, after verification of succession, be paid out to the estate of the Crew Member. Statement reserves the right to require reasonable evidence of succession. The Client is entitled to a refund of the amount relating to the part of the Assignment not yet delivered, calculated in accordance with the partial delivery provision of Article 22.5. All intellectual property rights in work produced by the Crew Member pass to the estate, unless a Full Buy-Out had

already been fully agreed and paid before the death. Statement shall cooperate reasonably in the settlement and communicate respectfully with the representatives of the estate.

34. Replacement of a Crew Member During an Assignment

If a Crew Member becomes unavailable during an ongoing Assignment due to illness, personal circumstances, or force majeure, the Crew Member is obliged to notify Statement immediately in writing. Statement shall assess the situation and determine, in consultation with the Client, whether the Assignment is to be suspended pending recovery of the original Crew Member or whether a replacement Crew Member is to be engaged. The Client does not have an absolute right to a replacement Crew Member; Statement shall use its best efforts but does not guarantee the availability of a suitable replacement. If a replacement Crew Member is engaged, this shall be on the basis of a new Scope and new pricing agreed in writing before commencement of the replacement work. Statement is not liable for differences in style or quality arising from the replacement. The Crew Member who becomes unavailable is entitled to payment for the demonstrably completed part of the Assignment.

CONTACT DETAILS

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