

GENERAL TERMS AND CONDITIONS TRIPLE DOUBLE

Article 1 Definitions

| | |
|----------------|--|
| Triple Double: | “Triple Double Sportsupport B.V.”, a private limited liability company with its official place of business at Torenallee 3 in Eindhoven, registered with the Chamber of Commerce under Ch. of Comm. number 17098914; |
| Client: | the person on whose instructions Triple Double performs its activities; |
| Parties: | Triple Double and the Client jointly; |
| Agreement: | the agreement concluded between Triple Double and the Client; |
| Proposal: | the proposal made by Triple Double to the Client in which the services of Triple Double are offered; |
| Assignment: | the aggregate of activities that Triple Double must perform on the instructions of the Client. |

Article 2 General

- 2.1. These general terms and conditions apply to each Proposal made by Triple Double and to each Agreement between Triple Double and the Client.
- 2.2. The general terms and conditions also apply to all agreements with Triple Double for the performance of which third parties must be involved.
- 2.3. Any derogations from these general terms and conditions are only valid if expressly agreed in writing or electronically. Oral agreements can never serve as evidence of a concluded Agreement.
- 2.4. Purchase or other conditions of the Client will never apply to Agreements, Triple Double expressly rejects such conditions.
- 2.5. If one or more of the provisions in these general terms and conditions are void or voided, the other provisions of these general terms and conditions will remain in full force. In that event Triple Double and the Client will consult with each other in order to agree on new provisions to replace the void or voided provisions. In doing so the object and the purport of the original provision will be taken into account if and as far as possible.

Article 3 Proposals

- 3.1. All Proposals made by Triple Double are non-binding, unless Triple Double has explicitly stated otherwise in writing.
- 3.2. The Client guarantees the correctness and completeness of the requirements and specifications of the performance and other information on which Triple Double bases its Proposal, as provided to Triple Double by or on behalf of the Client.
- 3.3. If a Proposal is made on the basis of subsequent calculation the prices in the Proposal only serve as a guide price. The costs actually incurred by Triple Double will be charged.
- 3.4. A Proposal does not oblige Triple Double to perform a part of the Proposal in return for a corresponding part of the stated price.
- 3.5. Unless Triple Double has explicitly stated in writing that the Client is free to outsource the practical implementation to a third party, the obligation of the Client to have Triple Double perform the practical implementation of the idea, work or campaign forms part of the Proposal.
- 3.6. The validity of the Proposal expires after 14 days after the date of dispatch of the Proposal by Triple Double.
- 3.7. Obvious errors or mistakes on the website(s), in leaflets, in publications and Proposals are not binding on Triple Double.
- 3.8. It is not permitted to make copies of a Proposal drawn up by Triple Double and the related works, including but not restricted to documents, files, texts, images, logos, et cetera.
- 3.9. All that Triple Double provides within the context of a Proposal will remain its property and must, on demand of Triple Double, be returned without delay and (if applicable) be removed from digital data carriers by the Client.
- 3.10. Without written permission from Triple Double the Client is expressly not permitted to use concepts and ideas that Triple Double provided to the Client prior to the conclusion of the Agreement. In that respect the Client is obliged to maintain confidentiality vis-à-vis third parties with respect to the provided concepts and ideas.

Article 4 Performance of the Agreement.

- 4.1. Triple Double will perform the Agreement to the best of its knowledge and capability and in accordance with high standards.
- 4.2. The Agreement obliges Triple Double to perform specific activities or to create a work.
- 4.3. Triple Double will decide the manner in which the Agreement will be performed and by which persons it will be performed.
- 4.4. Triple Double has the right, without having to notify the Client, to engage third parties, purchase items from third parties or purchase services from third

parties in connection with the performance of the Agreement and to have third parties perform the Agreement in full or in part.

- 4.5. If it has been agreed that the Agreement will be performed in stages, Triple Double may suspend the performance of those parts that are part of a subsequent stage until the Client has approved the results of the preceding stage in writing or electronically.

Article 5 Obligations of the Client

- 5.1. The Client must ensure that all information which Triple Double states to be required or which the Client reasonably should understand to be required for the performance of the agreement, is available in time.
- 5.2. The Client must ensure that the staff members of the organisation of the Client who are involved in the activities are available in time.
- 5.3. The Client is obliged to inform Triple Double without delay with regard to facts and circumstances that may be important in connection with the performance of the Agreement.
- 5.4. The Client must refrain from actions that may restrict Triple Double with respect to the performance of the Agreement.
- 5.5. If Triple Double or third parties engaged by Triple Double perform(s) activities, within the scope of the Assignment, at the location of the Client or at a location designated by the Client, the Client must provide the facilities reasonably desired by those staff members and must do so at no cost.
- 5.6. The Client indemnifies Triple Double against any claims by third parties that suffer damage in connection with the performance of the Agreement as a result of the performance of the Agreement.
- 5.7. To the extent that the Client has undertaken to perform specific activities as part of the performance of the Agreement, the Client is responsible for the timely performance of such activities.
- 5.8. If the Client has not complied with their obligations set out in this article, all costs that arise therefrom are to be borne by the Client.

Article 6 Amending the Agreement

- 6.1. If in the course of the performance of the Agreement it becomes apparent that a proper performance of the Agreement requires changes or additions to the Assignment, the Parties will change the Agreement accordingly in time and in joint consultation.
- 6.2. If the Parties agree that the Agreement will be amended, the time at which the Agreement must have been performed, or at which specific stages of the Agreement must have been completed, or other agreed deadlines will be changed accordingly.
- 6.3. Agreements concerning additional work or less work must, in principle, be recorded in writing, unless the additional work activities must commence immediately at the request of the Client, in which case oral statements from Triple Double with respect to additional costs are sufficient, since in that case Triple Double may rely on the fact that the Client is or should be aware of the consequences of such changes.

Article 7 Travel, stay and tickets

- 7.1. All activities that Triple Double performs with respect to booking, organising, et cetera, travel, stay and tickets for the benefit of the Client, pertain only to the intermediation with respect to the conclusion of an agreement between the party providing the travel, the stay or tickets and the Client, unless expressly agreed otherwise in writing. Triple Double is never a party to this agreement and will only perform supporting activities for the benefit of the performance and conclusion of the agreement between the Client and the third party.
- 7.2. Any cancellation costs that arise from a reservation cancelled by the Client must therefore be paid by the Client. If the third party invoices the cancellation costs to Triple Double, Triple Double will charge the Client for these costs.
- 7.3. The Client is responsible for providing the information that is necessary to make and execute a correct reservation. This includes, for instance, the provision of the correct name, address, email address, telephone number and the group size. Triple Double is not liable for costs charged by the third party as a result of incorrect submission of the above-mentioned details.
- 7.4. The Client and their travel group are responsible for taking out travel and/or cancellation insurance themselves.
- 7.5. Under no circumstances is Triple Double liable for damage that arises directly or indirectly from the agreement with the third party.
- 7.6. The Client indemnifies Triple Double against all claims by third parties as a result of the participation of the Client or the Client's travel group in the trip, the stay or the event. The Client furthermore indemnifies Triple Double against all claims by the third parties with respect to the performance of the agreement concluded between the third parties and the Client.

Article 8 Delivery and complaints obligation

- 8.1. All periods agreed by the Parties cannot be considered strict deadlines, unless expressly agreed in writing.
- 8.2. If the Client has not complied with their obligations under article 5 of these general terms and conditions or has not done so in time, any delay in the performance of the Agreement on the part of Triple Double will be considered to result therefrom, unless the contrary is proved by the Client.
- 8.3. The delivery period will in any case be extended by the period(s) during which the Client failed to perform the obligations under article 5 of these general terms and conditions.
- 8.4. The Client must notify Triple Double in writing of any defects at info@tripledouble.nl and must do so within fourteen (14) days of delivery, after which the Client's right to performance, compensation or any other right that the Client derives from the shortcoming will expire. In case of a complaint that was submitted in time with respect to a legitimate shortcoming, Triple Double will ensure performance of the Agreement within a reasonable term.

Article 9 Fee

- 9.1. If no fixed fee is agreed, the fee will be calculated on the basis of hours actually spent multiplied by the hourly fee applicable at the time of performance of the activities by Triple Double.
- 9.2. The fee as well as all other amounts specified by Triple Double are exclusive of Turnover Tax.
- 9.3. The Parties will consult with each other about the fee if the number of hours set in advance by Triple Double for the performance of the Agreement has been exceeded by 15%.
- 9.4. Triple Double may raise a fixed amount of fee if in the course of the performance of the activities it becomes apparent that the amount of work originally agreed or expected was underestimated at the time of conclusion of the Agreement, without this being attributable to Triple Double, to such an extent that Triple Double cannot reasonably be expected to perform the agreed activities in return for the fee originally agreed.

Article 10 Payment

- 10.1. Payment by the Client must take place within 14 days after the invoice date, by transfer to a bank account designated by Triple Double.
- 10.2. The Client is not permitted to set off their payment obligations against claims against Triple Double. Objections to the invoices do not suspend the Client's payment obligation.

- 10.3. The Client must contest the contents or the amount of the invoice in writing within seven (7) days after the date of dispatch of the invoice. If the Client does not contest the invoice in writing in time, the invoice will be considered to be correct.
- 10.4. Triple Double has the right to charge the Client 75% of the amount stated in the proposal prior to the commencement of the activities, by way of an advance.
- 10.5. If the Client does not perform their payment obligations or does not do so in time, the Client is in default by operation of law and Triple Double has the right to suspend its obligations under the Agreement.
- 10.6. Triple Double has the right to send interim invoices in the course of the performance of the Agreement.
- 10.7. Each payment by the Client will first be applied towards the payment of the extra-judicial and court costs owed by the Client, next towards the interest owed by the Client and finally towards the longest outstanding debt(s), irrespective of instructions by the Client to the contrary.
- 10.8. Triple Double may retain the items, products, works, property rights, information, documents and data files received or generated within the scope of the Agreement, in spite of an existing obligation to hand such over, until the Client has complied with their (payment) obligations towards Triple Double.
- 10.9. That which Triple Double has supplied within the scope of the Agreement with the Client will remain the property of Triple Double until the Client has complied with their payment obligations pursuant to the Agreement.

Article 11 Return of provided items

- 11.1. If Triple Double has provided items to the Client prior to or in the course of the performance of the Agreement, the Client is obliged to return that which was provided within 14 days after termination of the Agreement, in the original condition and free from defects.
- 11.2. If the Client, for whichever reason, following a demand to that end, fails to perform the obligation specified in paragraph 1 of this article, Triple Double has the right to recover the damage and costs that arise therefrom, including the replacement costs, from the Client.

Article 12 Intellectual property

- 12.1. Triple Double acquires and retains all (intellectual) property rights with respect to all works and ideas that arise in connection with the performance of the Agreement, including but not restricted to (drafts of) text(s), working and detail drawings, outlines, designs, concepts, films, photographs, picture and sound fragments and digital information, unless the Parties have agreed otherwise in writing.

- 12.2. Unless explicitly agreed otherwise in writing, Triple Double will grant the Client a licence for the agreed use in unamended form of works protected by copyright or otherwise, which works were created by Triple Double in the performance of the assignment for the Client. This licence is limited in time as to be agreed but expires, if the Parties have made no agreements in that respect, one year after delivery of the work by Triple Double.
- 12.3. If it has been explicitly agreed in writing that the Client will acquire the intellectual property rights, Triple Double will retain its (personality) rights as referred to in Article 25 of the Copyright Act.
- 12.4. The Client is expressly prohibited from granting third parties a (sub)licence to or the use of the above-mentioned works, except following express written permission to do so from Triple Double.
- 12.5. By giving instructions to disclose or reproduce items that are protected by the Copyright Act or any other statutory intellectual property provisions, which items were made available by the Client themselves, the Client declares that no statutory provisions and/or protected rights of third parties are being violated and the Client indemnifies Triple Double against claims in that respect by third parties or against the direct and indirect financial and other consequences that arise from the disclosure or reproduction.
- 12.6. Triple Double has the right to use the work that was created as part of the assignment for its own publicity or for its own purposes.
- 12.7. Triple Double has the right to also use the ideas and intellectual property rights for the fulfilment of assignments of third parties, only expressly agreed otherwise in writing.
- 12.8. If the Client uses (parts of the) concepts and ideas that have been provided by Triple Double by relying on the argument that they (also) possess these concepts and ideas by actions of the Client themselves or of third parties, the Client is obliged to prove this argument sufficiently to Triple Double by providing information, details and records.
- 12.9. If the Client breaches (intellectual property) rights of Triple Double, including the rights as described in this article, or breaches the terms of the licence, the Client owes an immediately payable penalty of €10,000.00 as well as a penalty of €1,000.00 for each day that the breach continues, with a part of a day also being considered a full day, with a maximum of €100,000.00. The penalty does not affect the right of Triple Double to claim compensation or performance from the Client for the damage that it has suffered as a result of the Client's actions.

Article 13 Suspension and termination

- 13.1. Triple Double has the right to suspend the performance of the obligations or terminate the Agreement without being subject a notice period in case:

- a. the Client does not or does not fully comply with the obligations under the Agreement and is in default;
 - b. after the conclusion of the Agreement Triple Double learnt of circumstances that give good reason to believe that the Client will not comply with their obligations. If there are good grounds to believe that the Client will only perform part of their obligations or will perform them but not properly, the suspension is only permitted if the shortcoming justifies this;
 - c. the Client is bankrupt or in liquidation, has been granted a suspension of payment or a statutory debt restructuring scheme is declared applicable;
 - d. the Client has ceased to exist, has been dissolved, has been converted into a different legal form, has legally merged or split or in case the Client has died, if the Client was a natural person;
 - e. the Client's business has been terminated or the business of the Client has been transferred to a third party;
 - f. one or more shares of the Client in the capital of a company becomes subject to any restricted right or attachment and that right or attachment is not lifted within 30 (thirty) days;
 - g. of a "change of control" within the Client's business, if this party is a legal person, meaning that a party other than the parties (shareholders and executive directors) involved in this Agreement has become the holder of more than 50% (in words: fifty per cent) of the shares in the capital of one of the parties or has acquired effective control within the Client, whether or not pursuant to an Agreement with other persons with voting rights.
- 13.2. In derogation of Article 408 paragraph 1 of Book 7 of the Dutch Civil Code the Client may not end the Agreement by termination.

Article 14 Liability

- 14.1. Triple Double is not liable for claims of the Client for whatever reason, except in case of intent or deliberate recklessness on the part of Triple Double.
- 14.2. Indirect damage is never eligible for compensation. Indirect damage includes but is not restricted to losses due to delays, consequential damage, lost profit, loss of income, lost savings and damage as a result of business interruption.
- 14.3. Without prejudice to the above provisions in paragraph 1 and 2, each liability of Triple Double is restricted to the amount paid out under its professional/corporate liability insurance in the case in question, plus the amount of the excess that is not at the expense of the insurance companies according to the policy conditions. Information about the (cover under the) professional/corporate liability insurance taken out by Triple Double will be provided on request.
- 14.4. If, for whatever reason, the insurance company referred to in paragraph 3 does not pay out, each liability of Triple Double is restricted to the amounts paid by

the Client to Triple Double in the calendar year in question on account of activities performed by it, with a maximum amount of €10,000.

Article 15 Force majeure

- 15.1. There is force majeure on the part of Triple Double in case (though not restricted to this case) Triple Double is prevented from complying with its obligations under the Agreement or from preparing to do so as a result of war, danger of war, riots, revolution, capture and seizure, fire, water damage, flooding, government measures, import and export restrictions, defects in materials (including computers and other means of telecommunication), unavailability of materials (including computers and other means of telecommunication), work strikes, blockades, sit-down strikes, irreplaceable employees, transport difficulties as a result of weather conditions and traffic jams, all both in the business of Triple Double, the Client and third parties directly or indirectly involved with the Agreement.
- 15.2. If the situation of force majeure on the part of Triple Double has lasted for more than 2 months the Parties have the right to cancel the Agreement.
- 15.3. If at the time of commencement of the situation of force majeure Triple Double has already complied with a part of its obligations under the Agreement or will be able to comply with them, and the part complied with or to be complied with has independent value, Triple Double has the right to send a separate invoice for the part complied with or to be complied with. The Client is obliged to pay these invoices as if they concerned a separate Agreement.

Article 16 Confidentiality

- 16.1. Both Parties are obliged to keep confidential all confidential information they have received from each other or from other sources within the scope of the Agreement. Information is considered confidential if the other party has stated it to be confidential or if this arises from the nature of the information. A party that receives confidential information will only use it for the purpose that it was provided for.
- 16.2. If, pursuant to a statutory provision or a court decision, Triple Double is obliged to provide confidential information to third parties designated by law or by a competent court and Triple Double cannot rely on a right of non-disclosure that is recognised or permitted under the law or by the competent court in that respect, Triple Double is not obliged to provide compensation or indemnification and the Client does not have the right to cancel the Agreement.

Article 17 Final provisions

- 17.1. All Agreements between Triple Double and the Client are subject to Dutch law, even if the Agreement is of an international nature.
- 17.2. All disputes – including those considered a dispute by only one of the Parties – that arise between the Client and Triple Double from this Agreement or from the agreements that ensue therefrom, will be settled by the competent court of the Oost-Brabant District Court.

Version: March 2018