

GENERAL TERMS AND CONDITIONS OF PURCHASE – TIG Sports b.v.

1. APPLICABILITY

- 1.1. These General Terms and Conditions of Purchase (hereinafter: the General Terms and Conditions of Purchase) apply to all offers from third parties (hereinafter: the Supplier) to TIG Sports b.v., with its registered office at 1059CD Amsterdam at Valschermkade 30 (hereinafter: TIG) and all assignments to and agreements with the Supplier, pursuant to which TIG purchases, rents or borrows goods from the Supplier, or the Supplier performs services on the instructions of TIG (hereinafter: the Agreement). These General Terms and Conditions of Purchase also apply to all future assignments issued by TIG to the Supplier.
- 1.2. If any provision of these General Terms and Conditions conflicts with any general terms and conditions of the Supplier, the provisions of these General Terms and Conditions of Purchase shall prevail.
- 1.3. TIG is authorised to amend these General Terms and Conditions of Purchase unilaterally. Any amendment shall take effect thirty (30) days after TIG has notified the Supplier in writing of this amendment. If the Supplier does not wish to agree to the amendments, it is entitled to terminate the Agreement, without any obligation to compensate damage.

2. OFFER AND CONCLUSION OF AGREEMENTS

- 2.1. All offers by the Supplier must be made in writing and are irrevocable for the period of at least one (1) month after they are received by TIG.
- 2.2. All costs involved in preparing an offer shall be borne by the Supplier.
- 2.3. An agreement is first concluded by TIG issuing a written order to the Supplier, whether or not in response to an offer from the Supplier, followed by the written confirmation from the Supplier. Notwithstanding the above, TIG is entitled, at its discretion, to issue a verbal order to the Supplier. With the conclusion of the Agreement, the Supplier assumes an obligation to fulfil the obligations contained therein.
- 2.4. If the Supplier's confirmation deviates from TIG's original order, an agreement will only be concluded after TIG has expressly agreed to the deviation in writing.

3. INFORMATION OBLIGATION

- 3.1. The Supplier is obliged to:
 - (I) provide all data, information and documents requested by TIG; and
 - (II) promptly provide TIG with all other data, information and documents that may be relevant for the assessment of any offer made by the Supplier, the preparation of the Agreement or the performance of the Agreement, fully and correctly.

TIG will assess the Supplier's offer on this basis and possibly enter into a Agreement. If, after the conclusion of an Agreement, the data, information and/or documents provided by the Supplier prove to be incomplete or incorrect, all resulting (financial) consequences for TIG will be at the expense and risk of the Supplier. TIG will not reimburse any expenses, such as - non-exhaustive - travel and accommodation expenses, parking costs and catering, unless explicitly agreed otherwise in writing.

4. DELIVERY

- 4.1. Delivery of goods shall take place Delivery Duty Paid, in accordance with the latest Incoterms® rules. Delivery must be made no later than the agreed date, time and place or within the agreed period, failing which the Supplier shall be in default without any further notice of default

being required. The Supplier shall be liable for the damage resulting from any subsequent attributable shortcoming of the Supplier.

- 4.2. If TIG purchases goods from the Supplier, the right of ownership passes to TIG upon delivery.
- 4.3. The Supplier will ensure that the delivery always takes place via the nearest branch of the Supplier, by the most sustainable method possible, observing all environmental laws and regulations.

5. PERMITS, STANDARDS, GUIDELINES AND DIRECTIONS

- 5.1. The Supplier guarantees TIG that the goods or services to be supplied by the Supplier comply with all statutory (environmental) requirements, government obligations and other (safety) standards and guidelines.
- 5.2. If the Supplier's services consist of designing, building, supplying, hiring out or otherwise using tents and/or other temporary structures, then the Supplier guarantees - without prejudice to the provisions of 5.1 - to TIG that they comply with the Conditions and Requirements for Temporary Tents, Covers and Tent Structures with or without a Meeting Function, referred to as the Tents Conditions, which have been provided to the Supplier. If the services of the Supplier consist of the design, construction, supply, hire or other use of temporary structures (not being tents or shelters), then the Supplier guarantees - without prejudice to the provisions of 5.1 - towards TIG that it complies in full with the Temporary Structures Conditions and Requirements, also referred to as the Temporary Structures Conditions, which have been provided to the Supplier.
- 5.3. The Supplier guarantees that it has all the permits required for the execution of the Agreement and will keep TIG informed at all times regarding the application for and granting of each permit required for the execution of the Agreement. If requested, the Supplier will immediately provide access to the permits and any (additional) permit conditions that are required and/or provide a copy thereof to TIG.
- 5.4. The Supplier indemnifies TIG against all consequences of government-imposed fines in connection with and all damages resulting from the failure to comply or comply properly with any statutory regulations, any permit conditions and/or any government requirements and/or other standards and/or guidelines.
- 5.5. The Supplier guarantees to TIG that the Supplier and all its personnel and/or other Agreementors engaged by the Supplier will at all times act in accordance with the applicable laws and regulations, including but not limited to the Working Conditions Act (Arbowet), the Working Hours Act (Arbeidstijdenwet), the Foreign Nationals Employment Act (Wav), the Compulsory Identification Act (WID) and industry-specific regulations and guidelines. The Supplier guarantees that all taxes and/or premiums relating to the personnel engaged by it have been paid and indemnifies TIG against any claims in this regard. TIG will never be regarded as the client or employer of personnel or Agreementors of the Supplier.
- 5.6. The Supplier is liable for and indemnifies TIG against any consequences arising from any fine as a result of a violation observed by the Inspectorate SZW or any other body, and the aforementioned fines will be passed on to the Supplier by TIG without delay.
- 5.7. The Supplier is obliged towards TIG to immediately follow all reasonable instructions from TIG in connection with the performance of the Agreement.

6. WARRANTY, MAINTENANCE

- 6.1. The Supplier warrants to TIG that the goods delivered or services provided are free of defects and suitable for the purpose specified by TIG and it is liable to TIG for any damage that may

result from such defects. Without prejudice to any other right accruing to TIG, the Supplier shall immediately rectify any defect in the goods supplied at the first request of TIG and TIG will be authorised to suspend its payment until rectification of the defect is completed.

- 6.2. The Supplier indemnifies TIG against all claims from third parties that may directly or indirectly result from any defect in the delivered goods or services provided. The Supplier also indemnifies TIG against all claims by third parties who believe they have any rights in relation to the delivered goods or services provided and the Supplier guarantees TIG that it can use the delivered goods or services provided without any hindrance.
- 6.3. The Supplier will carry out maintenance on the delivered goods at the first request of TIG, to the extent, during the term and for a fee, as is customary in the sector concerned.

7. LIABILITY

- 7.1. The Supplier is familiar with, and in the performance of the Agreement takes into account, the branch-specific working conditions, such as conditions specific to (outdoor) festival sites and large production locations, and the related risks of theft, damage or loss of items. The Supplier shall take out adequate insurance against such risks.
- 7.2. TIG is not liable for theft, damage and loss of the delivered items rented by TIG or taken on loan from the Supplier, including damage inflicted by visitors, performers, athletes or other suppliers present at an event of TIG, unless the theft, damage and loss is due to intentional or deliberately reckless acts of managerial personnel of TIG.
- 7.3. Insofar as TIG may be liable on any grounds whatsoever towards the Supplier for any damage suffered by the Supplier, this liability will at all times be limited to the invoice value of the performance agreed by the parties from which the damage arose and in any case limited to the amount paid out by the legal liability insurance of TIG.
- 7.4. The Supplier shall indemnify TIG against all third-party claims for damages arising and/or related to the Supplier's performance of the Agreement.
- 7.5. TIG's records are decisive in determining the Supplier's liability.
- 7.6. If a delivery term is exceeded or if the Supplier fails to deliver in accordance with the order, the Supplier will owe TIG an immediately payable penalty of 20% of the invoice amount of the delivery to which the excess applies. This penalty may be claimed in addition to damages pursuant to the law.

8. SUBAGREEMENTING, CHANGES AND CONTRACT VARIATIONS

- 8.1. The Supplier is not entitled to outsource all or part of the performance of the Agreement to a third party, except with the prior written consent of TIG.
- 8.2. If the Supplier outsources the performance of the Agreement to a third party, the Supplier will remain liable for the conduct of this third party in the same way as for its own conduct.
- 8.3. (Price) changes and/or contract variations always require the prior written approval of TIG.

9. PAYMENT

- 9.1. Unless explicitly agreed otherwise in writing, payment by TIG is only due within 30 days of TIG receiving an invoice from the Supplier under the condition that the delivery and proper fulfilment by the Supplier of its obligations have taken place.

10. FORCE MAJEURE

- 10.1. TIG is not obliged towards the Supplier to purchase the performance stipulated by the Supplier and is not otherwise obliged to fulfil its obligations if TIG prevents the event from taking place in whole or in part as a result of force majeure on the part of TIG, which in any case includes - but is not limited to - one or more of the following circumstances the failure of (other) suppliers

of TIG in the fulfilment of their obligations as a result of which the event cannot take place, government measures, transport difficulties, fires, strikes, work stoppage, epidemics, closure of the site of the event, inaccessibility and/or inaccessibility of the site of the event, riots, war conditions and/or (threat of) a terrorist attack, national mourning as a result of the death of a member of the royal family and/or government, and extreme weather conditions.

- 10.2. In the event of force majeure, TIG has the right, without judicial intervention, to suspend the performance of the agreement or to terminate the agreement with immediate effect without TIG being obliged to pay any compensation for damages or otherwise. If and insofar as TIG has already made any down payment to the Supplier, the Supplier will refund this to TIG, except insofar as this reimbursement relates to any performance already carried out by the Supplier.
- 10.3. If the Supplier invokes force majeure against TIG on any grounds whatsoever, TIG will have the right to terminate the Agreement without judicial intervention with immediate effect without TIG being obliged to pay any compensation for damages or otherwise.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. To the extent that intellectual property rights arise as a result of the performance of the Agreement, they will accrue to TIG and - to the extent necessary - are hereby transferred to TIG in advance, which transfer is hereby already accepted by TIG in advance after the creation of those rights by TIG. If the transfer is not possible, the Supplier grants TIG an exclusive perpetual licence to the aforementioned rights and the (future) exploitation thereof, the fee for which is assumed to be included in the fee agreed by the parties. TIG will determine at its own discretion how and to what extent it will make use of the aforementioned licence.
- 11.2. If and to the extent that the delivered goods and/or services are already subject to existing intellectual property rights of the Supplier, the Supplier will hereby grant TIG a free perpetual licence regarding these rights. The Supplier guarantees that the goods and/or services supplied do not infringe any intellectual property rights of third parties and fully indemnifies TIG against claims from third parties in this regard..
- 11.3. Insofar as, with regard to the transfer and/or licensing referred to in Articles 11.1 and 11.2, the further collaboration of the Supplier or, as the case may be, further formalities are required, the Supplier grants an irrevocable power of attorney to TIG, in the name of the Supplier, to have any deeds drawn up that are necessary for this transfer and/or licensing, including but not limited to the deeds of the Supplier. further formalities are required, the Supplier grants an irrevocable authorisation to TIG to have any deeds drawn up in the name of the Supplier that are necessary for this transfer and/or licensing, including but not limited to the drawing up of an exclusive licence deed, and the Supplier will lend its cooperation on pain of forfeiture of a penalty of €10,000 immediately payable to TIG for each violation, with a maximum of €100,000, without prejudice to the right of TIG to recover its full damages.
- 11.4. Without prior written permission from TIG, the Supplier is not permitted to make any use in any way of brands, trade names and/or other expressions owned by TIG, and/or licensed by TIG.

12. CONFIDENTIALITY

- 12.1. Each party (the Receiving Party) shall be bound by absolute confidentiality in respect of all data, information and records of a confidential nature received from the other party (the Providing Party) and shall take all reasonable measures to that end including, for example, the security of computers and servers and proper password and access policies.

The above confidentiality obligation does not apply to the extent that the Receiving Party can demonstrate that the knowledge in question:

- (I) was already in the possession of the Receiving Party when the Confidential Information was provided by the Providing Party;
- (II) was or has become common knowledge, and such knowledge is not the result of any omission by the Receiving Party;
- (III) has been or will be lawfully disclosed to the Receiving Party by a third party; and/or
- (IV) has been or will be developed by the Receiving Party independently, without using information from the Providing Party.

13. PARTIAL NULLITY

- 13.1. The nullity of any provision of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase.

14. TERMINATION OF THE AGREEMENT

- 14.1. TIG is entitled, without any further notice of default or judicial intervention being required, to terminate all or part of the Agreement by registered letter with acknowledgement of receipt to its Supplier, or - at its own discretion - to suspend the further performance of the Agreement, if:

- a) the Supplier fails to perform any material obligation under the Agreement;
- b) the Supplier applies for suspension of payment;
- c) the Supplier has filed for bankruptcy or is declared bankrupt;
- d) the Supplier is placed in receivership or dies;
- e) the legal entity or other legal form of the Supplier is dissolved, or if the Supplier's business ceases in whole or in part or is transferred to a third party or the control or (in)direct control in the Supplier changes.

- 14.2. If the date on which an event takes place is moved after the Agreement has been entered into, the Supplier shall, as far as can reasonably be expected of the Supplier, be bound to perform the obligations to which the Supplier has committed itself under the Agreement on the changed date(s).

15. APPLICABLE LAW AND COMPETENT COURT

- 15.1. The Agreement shall be governed by Dutch law.
- 15.2. All disputes between the parties relating to the Agreement shall be settled by the competent court in Amsterdam to the exclusion of any other court.
- 15.3. In the event of discrepancies or differences of interpretation between the Dutch text of these General Terms and Conditions of Purchase and the translation into English, the Dutch text shall at all times be decisive and binding.