

General terms and conditions Sport Heroes B.V.

Artikel 1 Definitions

In these general terms and conditions the following terms are used in the following meaning, unless otherwise is specifically stated or is clear from the context:

- a. Sport Heroes: the user of these general terms and conditions: the private limited liability company Sportief Advies B.V. residing at the Vulcanusweg 263C in Delft, trading under the name Sport Heroes, registered with the Chamber of Commerce under number 68105339.
- b. Client: the party with whom Sport Heroes negotiates about the concluding of an agreement and/or with whom Sport Heroes concludes an agreement.

Artikel 2 Applicability general terms and conditions, changing general terms and conditions, location general terms and conditions

- 2.1 These general terms and conditions apply to any offer, quote and agreement concluded by Sport Heroes and a Client in respect of which Sport Heroes has declared these terms and conditions applicable insofar as these terms and conditions have not been explicitly deviated from by the parties.
- 2.2 The current general terms and conditions also apply to additional agreements and subsequent agreements.
- 2.3 The applicability of any deviating purchase or other terms and conditions of the Client are explicitly rejected.
- 2.4 If one or more provisions of these general terms and conditions are declared fully or partially nullified or removed, then that stated in the remainder of these general terms and conditions remains applicable in full. In that case, new provisions will replace the nullified or removed provisions, whereby the aim and intent of the original provisions are followed to the extent possible.
- 2.5 If Sport Heroes does not always demand the strict adherence to these general terms and conditions, this does not mean that the provisions thereof do not apply or that Sport Heroes would in any way lose the right to demand the strict adherence to the provisions of these general terms and conditions in other cases.

- 2.6 Sport Heroes retains the right to change these general terms and conditions, effective immediately, by way of a written notification to the client.
- 2.7 These general terms and conditions are available at no cost at Sport Heroes or can be accessed on www.sport-heroes.nl. The general terms and conditions have also been filed with the Chamber of Commerce.

Artikel 3 Offers and quotes

- 3.1 All offers and quotes are free of obligation, unless otherwise is stated.
- 3.2 Prices in offers and quotes are the prices on the date the offer or quote is made or issued. If, after the making of an offer or quote, or the concluding of an agreement, but before the delivery, a price increase takes place for whatever reason, then Sport Heroes has the right to recharge these to the client, provided the price increase is due to a circumstance on which Sport Heroes cannot reasonably exercise any influence.
- 3.3 The client guarantees the correctness and completeness of the requirements and specifications of the performance given by the client or on its behalf given to Sport Heroes and of other information on which Sports Heroes bases its offer and/or quote.
- 3.4 If an agreement is quoted on the basis of subsequent calculation, then the quoted prices must be seen as indicative prices, and the costs actually incurred by Sport Heroes will be recharged and the delivered goods or activities performed will be invoiced on the basis of the subsequent calculation.
- 3.5 If the acceptance (on subordinate points) deviates from the offer included in the quote, then Sport Heroes is not bound to this. The agreement will in that case not be concluded pursuant to this deviating acceptance.
- 3.6 A composite price quote does not form an obligation for Sport Heroes to perform a part of the assignment at a corresponding part of the price quoted.
- 3.7 Offers and quotes do not automatically apply to future agreements.
- 3.8 Apparent mistakes or errors on the websites and in folders or publications are not binding to Sport Heroes.
- 3.9 It is not permitted to make copies of the offer or quote drawn up by Sport Heroes and the accompanying documentation.

- 3.10 All that made available as part of an offer or quote by Sport Heroes remains its unsaleable property and must immediately be returned by the client upon first request of Sport Heroes.
- 3.11 The Client is not permitted to use concepts and ideas made available by Sport Heroes during the negotiation phase to the client, without the permission of Sport Heroes.

Artikel 4 Concluding the Agreement

The agreement is concluded the moment the client has accepted the offer, notwithstanding the event that Sport Heroes revokes an offer or quote free of obligation, or Sport Heroes has already performed the activities assigned by the client.

Artikel 5 Performance period, performance and amendment agreement

- 5.1 If a period is agreed for the performance of certain activities or delivery of certain items, then this never constitutes a final deadline.
- 5.2 Sport Heroes will perform the agreement to the best of its understanding and capability pursuant to the requirements of sound business practises.
- 5.3 Sport Heroes is not obliged to perform the activities itself. Sport Heroes can have the activities performed by third parties without notifying the client.
- 5.4 If, during the performance of the agreement, it becomes apparent that the agreement needs to be changed or added to in order for it to be performed correctly, the parties will change the agreement in a timely fashion and in mutual consultation.
- 5.5 If the parties agree that the agreement must be changed or added to, then this can have consequences for the completion date. Sport Heroes will inform the Client thereof as soon as possible.
- 5.6 If the change and/or addition to the agreement has financial and/or qualitative consequences, then Sport Heroes will inform the Client thereof as soon as possible.

Artikel 6 Obligations of the client

- 6.1 The client will ensure that all the data, equipment and work areas indicated by Sport Heroes as being necessary or of which the client should reasonably understand that these are necessary for the performance of the agreement, are available in time.
- 6.2 The client will ensure that the employees of the organisation of the client involved in the activities, are available on time.

- 6.3 The client must inform Sport Heroes immediately about facts and circumstances that could be relevant to the performance of the assignment.
- 6.4 The client must refrain from conduct which makes it impossible for Sport Heroes to carry out the agreement adequately.
- 6.5 If Sport Heroes or third parties engaged by Sport Heroes perform activities for the agreement at the location of the client or at a location indicated by the client, then the client will ensure that those employees are provided the facilities it reasonably required, at no additional cost.
- 6.6 The client must comply with all the legal obligations he is subject to.
- 6.7 The client indemnifies Sport Heroes against any claims of third parties that suffer damages in relation to the performance of the agreement and which are attributable to the client.
- 6.8 Insofar as the client has committed to perform certain activities as part of the agreement, then the client is responsible for the timely performance thereof. If this is not done in time, then the client is liable for any subsequent damage.
- 6.9 If the client fails to comply with its obligations as stated in this article, then all the costs resulting thereof are payable by the client.

Artikel 7 Suspension, dissolution and termination of the agreement

- 7.1 The client must, for own account and risk, provide all the cooperation Sport Heroes considers that it needs for the performance of the agreement, for free, in time and in the form desired by Sport Heroes to (employees or those helping) Sport Heroes; failure thereof entitles Sport Heroes to suspend the compliance of its obligations in respect of the client until the client has fully complied with these obligations. The client has the obligation to pay the damage to Sport Heroes resulting from any suspension.
- 7.2 If it has been agreed that the agreement will be performed in phases, then Sport Heroes can suspend the performance of those parts that belong to the next phase, until the client has approved the results of the preceding phase in writing or electronically.
- 7.3 If there are good grounds to fear that the client will not (sufficiently) comply with its obligations, Sport Heroes is authorised to suspend its obligations or to suspend the agreement.

- 7.4 The agreement between the parties can, in addition to the dissolution options of article 6:265 Dutch Civil Code, be dissolved without legal intervention by way of extra-judicial writ, without the client being entitled to any payment of damages from Sport Heroes, if the client is declared bankrupt, requests suspension of payment or loses its authority of control over its assets by way of retention, being under administration or otherwise, unless the administrator or settler complies with the obligations resulting from the agreement.
- 7.5 If the agreement is dissolved, the claims Sport Heroes holds on the client are payable immediately.
- 7.6 Notwithstanding serious reasons, the client cannot intermediately terminate an agreement for an indefinite period. Sport Heroes can always intermediately terminate the agreement.
- 7.7 If Sport Heroes proceeds to suspend or terminate the agreement, he is not obliged in any way to pay damages or costs resulting thereof in any way.
- 7.8 If the termination of the agreement is attributable to the client, Sport Heroes is entitled to payment of damages, including direct and indirect costs resulting thereof.

Artikel 8 Returning items made available

- 8.1 If Sport Heroes has made items available to the client upon the performance of the agreement, the client is required to return these items, in original conditions, free from defects and completely within 14 days.
- 8.2 If the client, for whatever reason and after having received a summons, remains in default of the obligation stated under subsection 1 of this article, Sport Heroes has the right to claim the payment of any subsequent damage and costs from the client, including the cost of replacement.

Artikel 9 Force majeure

- 9.1 Sport Heroes is not obliged to meet any obligation it has in respect of the client, if it is prevented from doing so due to a circumstance that is not attributable to a fault which cannot be attributed to Sport Heroes pursuant to the law, a legal act or generally prevailing opinion.

- 9.2 Force majeure is defined in these general terms and conditions as that stated in this respect in legislation and case law plus any additional causes, foreseen or unforeseen, over which Sports Heroes has no power of control, but that do cause the inability of Sport Heroes to meet his obligations. This includes war, threat of war, riot, revolution, wilful damage, fire, water damage, flooding, government measures, import and export obstructions, defects to material (including computers and other telecommunication means), the unavailability of material (including computers and other means of telecommunication), strike or work interruption, blockade, company occupation, transport difficulties as a result of weather conditions and traffic disruption, all in both the company of Sport Heroes as in the company of the client or in the company of third parties involved in the agreement. Sport Heroes also authorised to invoke a force majeure if the circumstance hindering the compliance with the agreement, commences after Sport Heroes was supposed to comply with the agreement.
- 9.3 Sport Heroes can suspend the obligations of the agreement for the duration of the force majeure. If this period lasts longer than two months, each party is entitled to dissolve the agreement, without obligation to payment of damages to the other party.
- 9.4 Insofar as Sport Heroes did meet part of its obligations of the agreement at the moment the force majeure commenced or expects to be able to meet these, and a separate value can be attributed to that part, then the client must pay the proportionate part of the agreed price as if it were a separate agreement.

Artikel 10 Invoicing and payment; remuneration

- 10.1 Sport Heroes will send the client a specified invoice at the end of each month for the agreed fee.
- 10.2 The client will pay 50% of the agreed quote upon its approval. The remaining 50% will be invoiced immediately upon completing the assignment. Unless otherwise is agreed in writing, then any legal levies and other costs incurred as part of the agreement, such as travel and accommodation, distribution and administration costs are also eligible for compensation.
- 10.3 With regard to the services provided and the goods delivered by Sport Heroes and the payments due by the client in this respect, the administration of Sport Heroes provides

full substantiation, notwithstanding the right of the client to provide proof to the contrary.

- 10.4 The client will send any objections against an invoice to Sport Heroes within fourteen (14) days after receiving the invoice; the absence of which the client is deemed to have approved the invoice.
- 10.5 If the client fails to pay the invoice in full and on time, then the client, without requiring a notice of default, will be due an interest of one percent per month after the lapsing of the payment period of the invoice, unless the statutory interest is higher, in which case the statutory interest is due.
- 10.6 If the client, after the notice of default, fails to comply with its payment obligations, then all the reasonably incurred costs by Sport Heroes for the obtaining of the payment extra-judicially, are payable by the client. The extra-judicial costs, including all the costs within the meaning of article 6:96 of the Dutch Civil Code, amount to 15% of the invoiced amount, with a minimum of EUR 350 excluding VAT. If Sport Heroes requests the bankruptcy of the client, then the client owes the costs of the request for bankruptcy in addition to the principal sum, interest and extra-judicial costs.
- 10.7 The client is not entitled to settlement of the sums it owes Sport Heroes. Sport Heroes has the right to settle all that it conditionally and/or reasonably foreseeably has to claim from the client with all that Sport Heroes must or will reasonably need to pay to the client.

Artikel 11 Complaints and period of limitation

- 11.1 The client must research that delivered by Sport Heroes or its supplier, the moment that the goods have come under its control or the activities have been performed. The client must investigate whether that delivered meets that agreed by the parties.
- 11.2 Visible defects must be reported to Sport Heroes within seven (7) days after delivery and hidden defects must be reported within seven (7) days after discovery to Sport Heroes in writing (Vulcanusweg 263 C, 2624 AV or info@sport-heroes.nl), in the absence of which the client has no more right to repair, replacement or payment of damages by Sport Heroes. The notification of a defect must include a description of the found defect that is as detailed as possible. If the client files a complaint on time, this

does not suspend its obligations in respect of Sport Heroes. The client must enable Sport Heroes to have a reported complaint researched.

- 11.3 If it is clear that the delivered is faulty and this fault has been reported on time and in writing, then Sport Heroes is free to choose to have the faulty goods, after having been received by Sport Heroes upon its request, replaced or to make a replacement fee to the client in respect of the faulty delivery or to have the faulty activities performed within a reasonable period or to engage a third party to complete these activities.
- 11.4 If it is clear that the client has incorrectly filed a complaint, then the costs arising in this respect for Sport Heroes, including the costs for investigations of the report, are fully payable by the client.
- 11.5 In deviation of the legal limitation periods, the limitation period of all claims and defences against Sport Heroes and the third parties engaged by Sport Heroes for the performance of an agreement with the client, amounts to one year.

Artikel 12 Transfer of rights

Sport Heroes is permitted to transfer the rights and obligations described in any agreement with the client to third parties. The client is not free to transfer the rights and obligations resulting from the agreement to third parties, unless Sport Heroes has agreed to this in writing.

Artikel 13 Liability and indemnification

- 13.1 If Sport Heroes should be liable, this liability is limited to that stated in this provision.
- 13.2 Sport Heroes does not accept any liability if the client demands that certain activities must proceed against the advice of Sport Heroes.
- 13.3 Sport Heroes is only liable for damage of the client resulting from one or more shortcomings attributable to Sport Heroes, if the client has declared Sport Heroes in default in writing and Sport Heroes has awarded a reasonable period to settle the shortcoming and Sport Heroes still fails to comply with its obligations. Each right to payment of damages irrevocably lapses if the client fails to report the damage within one (1) year after the arising thereof to Sport Heroes in writing.
- 13.4 Sport Heroes is not liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

- 13.5 The liability of Sport Heroes is in any event limited to no more than the invoiced amount invoiced by Sport Heroes to the client during the three months prior to the moment the damage arose.
- 13.6 If Sport Heroes should appear liable for any damage, then the liability of Sport Heroes is in any event limited to the amount of the payment of Sport Heroes on the basis of the liability insurance plus the own risk.
- 13.7 Any penalties payable by Sport Heroes will be deducted from any payment of damages by Sport Heroes to the client in respect of the same event.
- 13.8 The limitations of the liability included in this article also apply in the event of intent or gross negligence of the employees and helpers of Sport Heroes, unless the direct damage is due to intent or gross negligence of Sport Heroes, its entities or managers.
- 13.9 The client indemnifies Sport Heroes from claims of third parties, including employees and helpers of Sport Heroes, who, directly or indirectly, are related to the performance of the agreement.

Artikel 14 Non-acquisition employee

- 14.1 The client will, for the duration of the agreement and within one year after termination of the agreement, not employ employees of Sport Heroes who were involved in the performance of the agreement or otherwise have them work for them, directly or indirectly, without the written permission of Sport Heroes.
- 14.2 If the client violates that stated in the preceding provision, then the client must pay Sport Heroes a fee amounting to the last applicable hourly fee of the employee in question times thousand and forty hours, plus the education costs invested by Sport Heroes during the employment of the employee in question. If no hourly fee is applied in respect of the applicable employee, then the Client must pay Sport Heroes a fee amounting to the most recent gross annual salary of the employee in question.

Artikel 15 Confidentiality and penalty

- 15.1 Both parties must keep confidential any information it has obtained from each other or another source as part of their agreement. Information is confidential when this has been indicated as such by the other party or if this is clear from the nature of the

information. The party receiving the confidential information shall only use it for the purpose for which it was given.

- 15.2 The client is aware that the information provided or made available can contain confidential information and/or trade secrets. The client agrees to not notify to third parties or given in use that provided or made available, or its contents, and to only use it for the purpose for which it is provided or made available.
- 15.3 In the event of a violation of that stated in subsection 1 and 2 of this article, the client - without requiring a notice of default - must pay Sport Heroes a penalty amounting to EUR 10,000 (ten thousand euro) per violation and a penalty of EUR 500 (five hundred euro) for each day that the violation continues, notwithstanding the right held by Sport Heroes to claim full payment of the damage actually suffered.
- 15.4 If, on the basis of a legal provision or a decision of the courts, Sport Heroes is obliged to supply confidential information to third parties appointed by the law or the competent courts, and Sport Heroes is not able to claim the right to refuse to give evidence on the basis of the law or in a way acknowledged by the competent court, then Sport Heroes does not need to pay damages or compensation and the other party is not authorised to dissolve the agreement on the basis of any damages resulting thereof.

Artikel 16 Intellectual property

- 16.1 Sport Heroes retains the rights and authorities attributed to him on the basis of the Copyright Act and other intellectual property rules and legislation.
- 16.2 All the intellectual property rights of all that delivered or made available by Sport Heroes is exclusively held by Sport Heroes or its license-provider of that delivered. The client only gains the right of use and the authorities explicitly awarded to the client in the agreement after the client has complied with all its financial obligations in respect of Sport Heroes.
- 16.3 Sport Heroes is authorised to use that made under assignment for own publicity or PR purposes.
- 16.4 The client is not permitted to multiply or have copies made of that delivered or parts thereof.
- 16.5 If the client delivered or made available contrary to the user rights granted, then Sport Heroes is due a fee for such use, notwithstanding the right of Sport Heroes to claim full

payment of the damage it has suffered. This fee does not dismiss the client from its obligations in respect of Sport Heroes and does not withstand the other rights of Sport Heroes resulting from the agreement.

- 16.6 The client guarantees that no rights of third parties resist the use by Sport Heroes of that made available by the client to Sport Heroes, regardless of the reason. The client indemnifies Sport Heroes of any claim based on the provision that the use, in any way, by Sport Heroes of that made available by the client, breaches any right of third parties.

Artikel 17 Applicable law and disputes

- 17.1 All agreements concluded by Sport Heroes and the client are subject to Dutch law.
- 17.2 Any disputes arising between Sport Heroes and the client will be settled by the competent court in the district in which Sport Heroes resides. However, Sport Heroes is entitled to bring the dispute before the court that is competent by law.