

General terms and conditions of delivery of JUR with regard to the provision of services

Article 1 - General

- 1.1 Where these terms and conditions contain the following terms, said terms shall have the following meaning:

General Terms and Conditions of Delivery: These present General Terms and Conditions of Delivery of JUR that apply to any (legal) relationship between JUR and the Counterparty.

Equipment: The light, sound, video, rigging, power and other technical equipment offered by JUR, whether or not in the framework of a Production.

Services: The services provided by JUR, including consulting, design, rental and/or installation of Equipment in the framework of the Productions.

JUR: The private limited liability company Jurlights B.V., established and having its office at (1046 AH) in Amsterdam at 35 Portsmuiden. JUR is engaged, inter alia, in the business of providing consulting services, design, installation and/or execution of technical productions.

Quote: Any offer or quote from JUR to its Counterparty regarding the provision of Services.

Contract Value: The total compensation for the costs incurred and the Services provided by JUR, exclusive of VAT, in respect of an Agreement, which compensation may be increased as a result of changed circumstances and/or additional work.

Agreement: An Agreement between JUR and its Counterparty in the framework of the Services to be provided by JUR to which these terms and conditions apply.

Productions: Productions to be organized by the Counterparty, including but not limited to events, conferences, festivals, company parties, trade fairs, presentations, films and/or (other) public or private events and for which the Services of JUR are purchased.

Counterparty: The natural person or legal entity who enters into or wishes to enter into an agreement with JUR, or to whom JUR submits a Quote.

- 1.2 These General Terms and Conditions of Delivery shall apply to all Quotes and Agreements and to all related negotiations, Quotes, order confirmations and deliveries, regardless of the manner in which these have been concluded. By accepting a Quote and/or entering into an Agreement, the Counterparty declares that it agrees to these General Terms and Conditions of Delivery.
- 1.3 Deviation from these terms and conditions may only take place by means of a written declaration and/or acceptance by JUR, which then shall apply exclusively to the relevant agreement, unless stated otherwise.

Article 2 - Conclusion of the Agreement

- 2.1 All Quotes issued by JUR are completely non-binding and are valid for 14 days following the date thereof unless stated otherwise in the Quote.
- 2.2 If JUR has issued a Quote, an Agreement between JUR and its Counterparty will only be concluded after receipt by JUR of a copy of the Quote signed for approval by the Counterparty, which acceptance has been confirmed in writing by JUR.
- 2.3 JUR reserves the right to immediately terminate or dissolve an Agreement if the Counterparty does not fulfil its obligations, including timely payment.
- 2.4 All Agreements are concluded under the condition precedent that JUR has sufficient capacity. If JUR does not have sufficient capacity to execute the Agreement in accordance with the Quote, JUR

will inform the Counterparty thereof within 14 days after acceptance of the Quote, in which case the Agreement shall be deemed not to have been realised.

- 2.5 Modifications and/or additions to an Agreement, as well as oral agreements and/or promises made in connection with the Agreement by the staff of JUR, are only valid if confirmed in writing by or on behalf of JUR.
- 2.6 Obvious administrative and clerical errors in Quotes and Agreements may be rectified by JUR at any time.

Article 3 - Prices

- 3.1 All prices of JUR are exclusive of VAT, import duties, taxes, levies (such as, but not limited to, fees payable with respect to intellectual property rights), parking and catering costs of personnel and/or insurance, unless otherwise stated or agreed between parties. The Counterparty is responsible for any payments (such as for, but not limited to, intellectual property rights) that are or will be imposed by the authorities.
- 3.2 If prices and/or rates of price-determining factors such as, e.g., wages, materials and currency values increase due to whatever reason, JUR will be entitled to increase the agreed price accordingly.
- 3.3 JUR is entitled to increase the fees and prices it has specified in the period between the conclusion of the Agreement and the date of the Production if:
 - a. A reasonably unforeseeable change of circumstances has occurred, including, for example:
 - Changes made by the authorities (regarding wages, employers' charges, social insurance);
 - Changes in the general costs (materials and/or services necessary for the execution of the Agreement);
 - Significant changes in currency ratios;
 - b. The content of the Agreement changes due to the actions of the Counterparty. Modifications and/or additional work always require the prior written consent of JUR;
 - c. During the execution of the Agreement it appears that the originally agreed or expected amount of work was not adequately assessed at the conclusion of the Agreement, and is not attributable to JUR, which cannot reasonably be expected to execute the Agreement for the original Contract Value.
- 3.4 JUR will inform the Counterparty in writing of any changes in the costs, fees and/or Contract Value.

Article 4 - Payment Terms

- 4.1 After the Agreement has been entered into, the total Contract Value must be paid according to the following terms, unless explicitly agreed otherwise in writing:
 - a. In 3 instalments: at least 60%, 6 weeks prior to the start of the first set-up day of the Production - at least 20%, 7 days prior to the commencement of the first set-up day of the Production - 20% (including any additional costs) at the latest 14 days after the end of the last show day of the Production;
 - b. In 2 Instalments: at least 80%, 7 days prior to the start of the first set-up day of the Production - 20% (including any additional costs) at the latest 14 days after the end of the last show day of the Production.
- 4.2 The Counterparty shall be legally in default by the mere expiry of the applicable due date, and JUR shall be entitled to charge statutory interest on the outstanding amount, from the due date, whereby a part of a month shall count as an entire month. In such case JUR shall have the right, without further notice of default, to suspend the execution of the Agreement or to immediately cease and/or

discontinue or terminate the Agreement, without derogating from the right of JUR to compensation by the Counterparty of the costs and of the actual and complete damages incurred.

- 4.3 If the Counterparty is in breach or in default of the (timely) fulfilment of its obligations, all reasonable costs in obtaining payment using extrajudicial methods, will be charged to the Counterparty. JUR is entitled to assign the claim to a collection agency, in which case the Counterparty will also be obliged to pay (extrajudicial) collection costs in addition to the total amount due, without prejudice to the right of JUR to claim the actual damages and costs incurred.
- 4.4 Payments made by the Counterparty shall apply to the oldest outstanding invoice, regardless of the Counterparty's statement that the payment applies to a later invoice.

Article 5 - Cancellation Clause

- 5.1 The Agreement may be cancelled by the Counterparty, in which case the cancellation costs are due in the amount of a percentage of the Contract Value, as stated below:
- More than 6 weeks prior to the first set-up day of the Production: 15%
 - From 6 to 4 weeks prior to the first set-up day of the Production: 50%
 - From 4 to 2 weeks prior to the first set-up day of the Production: 75%
 - Less than 2 weeks: 100%
- 5.2 In all cases where no use has been made of a Service to be performed by JUR under the Agreement, without written cancellation, the Counterparty is obliged to pay the full Contract Value immediately.
- 5.3 The Counterparty shall always compensate JUR in full for the amounts that JUR already owed to third parties in the framework of the relevant Agreement at the time of the cancellation, and for the costs of work already performed at the time of the cancellation (on the basis of the current hourly rate), unless JUR has acted unreasonably by entering into the relevant obligations with those third parties.
- 5.4 Cancellation must be made in writing and must be dated. The Counterparty cannot derive any rights from an oral cancellation.

Article 6 - Execution of the Agreement by JUR

- 6.1 JUR will execute the Agreement at its own discretion and capacity and is entitled to engage third parties for the performance of its activities. The applicability of article 7:404, 7:407 paragraph 2 and 7: 409 of the Dutch Civil Code is hereby expressly excluded.
- 6.2 If a timeframe has been agreed for the execution of certain work to be performed by JUR, such timeframe shall never be considered a deadline. JUR shall do everything possible to complete the work within the given deadlines but shall not be not in default if for any reason a certain deadline is not met. If the deadline is exceeded, the Counterparty is not entitled to any compensation related to the delay, nor is it entitled to terminate the Agreement.
- 6.3 JUR shall be entitled if, in the opinion of JUR, a proper execution of its activities in connection with the Production requires such, to change or supplement the agreed activities, which may have consequences on the originally agreed Contract Value. JUR shall inform the Counterparty thereof as soon as possible and shall issue a quote of the associated costs as early as possible. The Counterparty accepts the possibility of amending the Agreement, including changes in price and timeframe of execution.
- 6.4 If the Counterparty wishes to modify the Agreement at any time prior to the Production, such as in relation to, but not limited to, the start or end time, the number of visitors or the surface, or the change of location of the Production, it must inform the Counterparty thereof in writing and in advance. Only after JUR's written consent will the changes become part of the Agreement. JUR is entitled, without being in default, to refuse such request at its own discretion or to accept the request as additional work, and thus at additional costs and at a higher price.

- 6.5 The Counterparty must notify immediately, or in any event as soon as possible after discovery, the responsible JUR employee of any comments and remarks concerning the execution of the work of JUR in the framework of the Production. If the Counterparty fails to notify JUR of a complaint about the execution of the Agreement by JUR immediately after it has been discovered (if made orally, this complaint must be confirmed in writing within seven (7) days), JUR shall be deemed to have fulfilled its obligations.

Article 7 - Execution of the Agreement by the Counterparty

- 7.1 The Counterparty shall fully enable JUR to properly perform its work under the Agreement. The Counterparty is, inter alia, obliged to provide all data, information and documents requested by JUR and that otherwise may be important for the preparation and execution of the Agreement and/or on the basis of which JUR will make a Quote to the Counterparty and - in case subsequently an Agreement is concluded - will implement it, without delay, fully and correctly. The Counterparty will also arrange the coordination with other parties and suppliers for the Production in such a way that JUR shall be able to carry out its work under the Agreement in an adequate manner.
- 7.2 The Counterparty is obliged vis-à-vis JUR to fully comply with all obligations and instructions issued by the authorities relating to any activity regarding the Production. This includes, but is not limited to, possession of the necessary permits for the Production and execution of the Agreement, and payment of fees (including but not limited to intellectual property rights) and levies.
- 7.3 The Counterparty shall, upon request, immediately provide JUR with access to the aforementioned permits and shall make available for review by JUR all (possible additional) relevant permit conditions and/or shall provide a copy thereof to JUR.
- 7.4 The Counterparty shall indemnify JUR against all fines imposed by the authorities in connection with, and against all damages resulting from failing to comply or not properly complying with any statutory regulation, any license condition and/or any requirement of the authorities and/or any other standard or directive. The Counterparty shall always provide JUR with immediate and complete access to any agreement made with the authorities or with any official entity in connection with the Production.
- 7.5 The Counterparty shall not order or cause to be ordered from third parties to perform any work with regard to the Production that is similar or equivalent to that of JUR, or to perform or allow this work to be performed, without JUR's prior written consent.

Article 8 - Retention of Title and Intellectual Property

- 8.1 All Equipment and all items made available to the Counterparty for purposes of the Production shall remain the property of JUR at all times.
- 8.2 Unless explicitly agreed otherwise in writing, the full copyrights and all other intellectual and industrial property rights relating to creations produced by or on behalf of JUR (including offers, Quotes, proposals, formats, drafts, drawings, visualisations, plans, designs as well as data delivered to the Counterparty, of which software and website(s) of JUR, such as (registered and unregistered) trademarks rights, related rights, design rights, patent rights, sui generis database rights etc.) are exclusively held by JUR or its licensors. The Agreement therefore does in no way authorise the transfer of any intellectual and/or industrial property right of JUR. The Counterparty shall not be entitled, except with JUR's express prior written consent, to reproduce and/or publish these works of JUR, in all present or future ways possible, and in all present or future forms possible (including digital).
- 8.3 Insofar as the intellectual and industrial property rights with respect to the above-mentioned creations made by or on behalf of JUR were not initially vested in JUR, these will be transferred to JUR, unconditionally and without restrictions, by the Counterparty and JUR hereby accepts such transfer. If, in the opinion of JUR or of third parties, the transfer of any right in respect of the creations is not complete and/or legally valid, the Counterparty will still carry out such transfer, upon first request, by means of a separate deed. Until then, the Counterparty hereby grants JUR an

irrevocable power of attorney to exercise its judicial and extra judicial exploitation right which has not yet been transferred.

- 8.4 In the event of breach of the provisions stipulated in this article above, the Counterparty shall owe to JUR the amount of € 10,000.00 for each breach per case or per day, without any notice of default being required, and without derogating from any other rights vested in JUR.

Article 9 - Insurance

- 9.1 The Counterparty is obliged to adequately insure the Equipment under the Agreement against the usual risks such as damage resulting from theft, fire, confiscation, destruction and/or damage, from the moment the Equipment is at the site of the Production.
- 9.2 Upon JUR's first request, the Counterparty is obliged to provide access to and/or a copy of the insurance agreement, so that it can be demonstrated that the obligation stipulated in Article 9.1 above has been met.
- 9.3 The costs for the insurances as referred to in Article 9.1 shall be borne by the Counterparty.

Article 10 - Force Majeure

- 10.1 In the event that JUR is prevented from fulfilling all or part of the Agreement or by providing the Services in full or in part, due to a force majeure event, JUR shall be entitled to suspend performance of the Agreement or to terminate the Agreement in whole or in part without judicial intervention, and JUR shall not be obliged to compensate the Counterparty for any damage.
- 10.2 Force majeure events include any circumstance independent of the will of JUR, as a result whereof the fulfilment of JUR's obligations towards the Counterparty/Client will be prevented in whole or in part, or as a result whereof JUR cannot be reasonably required to fulfil its obligations. These circumstances shall include in any event, but without limitation, the following:
- Acts or omissions, except intent or gross negligence, of persons used by JUR in the performance of the Agreement;
 - Unsuitability of items and/or Equipment used by JUR for the performance of the Agreement;
 - Fire, extreme weather conditions, natural disasters, strike or exclusion, excessive absenteeism of staff, riot, war, restrictive government measures, transport problems, traffic disruptions, power failures, delivery problems, default of suppliers and furthermore all circumstances under which JUR can no longer reasonably be expected to (further) fulfil its obligations towards the Counterparty.
- 10.3 The suspension or termination of the Agreement shall not release the Counterparty from its obligation to pay the services already delivered.

Article 11 - Liability

- 11.1 The Counterparty shall be liable for all damages caused and/or will be caused to JUR and/or to any third party as a result of any attributable or non-attributable default in the fulfilment of the Agreement by the Counterparty and/or any acts or omissions in relation to the work or performance thereof which are the responsibility of the Counterparty, including but not limited to acts or omissions by another supplier or by the staff of the Counterparty and/or a visitor of the Production.
- 11.2 JUR shall not be not liable for any damages whatsoever, directly or indirectly, incurred by or in connection with the execution of the Agreement or as a result of any failure of JUR in the performance of its obligations under the Agreement, unless such damage is due to intent or gross negligence of JUR.
- 11.3 If and in so far as JUR may be liable towards the Counterparty for any damage incurred by the Counterparty, for any reason whatsoever, then this liability shall at all times be limited to the invoice

value of the performance, which gave rise to the damage. and, in the event the invoice value of the service shall be higher, this liability shall at all times be limited to the amount that would be paid in accordance with JUR's statutory liability insurance.

- 11.4 The provisions of this article also apply for the benefit of the persons/legal entities which JUR employs in the performance of the Agreement.

Article 12 - Indemnification

- 12.1 The Counterparty shall indemnify JUR against any claims by third parties, such as but not limited to visitors or suppliers of the Production, for compensation of damages in connection with services performed by JUR, in so far as these damages shall not be borne by JUR, by virtue of the Agreement, including these General Terms and Conditions of Delivery. If in that respect a third-party claim shall be filed against JUR, the Counterparty is obliged to assist JUR both judicially and extrajudicially and do all that may be expected of it in that case. If the Counterparty shall fail to take adequate measures, JUR shall be entitled, without notice, to proceed with this itself. All costs and damages arising as a result thereof to JUR shall be fully borne by the Counterparty which will assume all risk thereof.

Article 13 - Confidentiality

- 13.1 During the term of the Agreement, as well as after termination of the Agreement for whatever reason, the parties are bound by absolute confidentiality towards third parties, with regard to all agreements, prices and/or rates (of services), company data, documents, know-how and any other confidential information, or at least information of which the confidential nature can be deemed to be known, which it has received from the Counterparty in the framework of the Agreement.

Article 14 - Dissolution and Termination of the Agreement

- 14.1 JUR is entitled without further notice of default to dissolve or terminate the Agreement in writing, in whole or in part (extrajudicially) with immediate effect, without being obliged to pay any compensation and without derogating from the other rights of JUR, if:
- a. A of force majeure event has occurred on the part of JUR as referred to in article 10 of these General Terms and Conditions of Delivery;
 - b. The Counterparty does not or does not properly comply with any obligations arising from the Agreement and/or these General Terms and Conditions of Delivery;
 - c. An Application for Bankruptcy of the Counterparty has been filed, the Counterparty has applied for a suspension of payments or has offered a settlement to its creditors;
 - d. An attachment has been levied on all or part of the Counterparty's property;
 - e. The Counterparty has died or has been placed under guardianship;
 - f. The Counterparty has transferred (part of) its business, has changed its purpose or has changed control in its business;
 - g. The Counterparty has ceased its business operations.
- 14.2 If any circumstance as stated in article 14.1 subsections (c) to (g) has occurred, the Counterparty must immediately inform JUR thereof in writing.

Article 15 - Assignment

- 15.1 The rights and obligations of the Counterparty towards JUR may only be assigned with JUR's prior consent. The Counterparty shall guarantee that these General Terms and Conditions of Delivery shall apply to all legal relationships between JUR and to any legal successors of the Counterparty.

Article 16 - Miscellaneous

- 16.1 JUR has the right to amend these General Terms and Conditions of Delivery in whole or in part at any time. The amended General Terms and Conditions of Delivery are thus also applicable to Agreements that have already been concluded, except to the extent such shall seem contrary to reasonableness and fairness. If the Counterparty believes that the modifications are contrary to reasonableness and fairness, it must inform JUR thereof within 10 business days of the notification of a modification, failing which the Counterparty shall be deemed to agree to the modifications.
- 16.2 The invalidity of any provision of these General Terms and Conditions of Delivery shall not affect the validity of the other provisions of these General Terms and Conditions of Delivery.
- 16.3 All legal relations between JUR and the Counterparty shall exclusively be subject to Dutch law.
- 16.4 All disputes arising from the Agreement and/or these General Terms and Conditions of Delivery will exclusively be submitted to the competent court in Amsterdam.

Drafted in Badhoevedorp, July 2018.