

SPACE ARENA – GENERAL TERMS AND CONDITIONS

APPLICATION

- (A) You wish to access and use the arena for gaming and event arena located at Space Stockholm, Sergels Torg 12, 111 57 Stockholm, Sweden (the “**Arena**”), and SPACE – Contemporary Digital Culture Center AB, Reg. No. 559206-7770, a limited liability company duly incorporated under the laws of Sweden having its registered address at c/o Pophouse Entertainment Group AB, Djurgårdsvägen 68, 115 21 Stockholm (“**SPACE**”), wishes to grant you access to the Arena on the general terms and conditions set out below.
- (B) By making an order to use the Arena, written or verbally (the “**Order**”), you are deemed to have accepted these general terms and conditions, as amended from time to time by SPACE, which, in addition to your order, therefore shall be regarded as contractual content between you and SPACE. The Order will be valid first after SPACE send an order confirmation and such order confirmation will have a reference to these general terms and conditions (“**Order Confirmation**”).
- (C) Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.
- (D) To the extent your Order is extended, amended, changed or if any new order have been placed by you or amended by SPACE, these general terms and conditions shall apply irrespective of whether the terms and conditions once again have been sent to you or not.
- (E) Should you, when making your Order, act on behalf of any of your subsidiaries, partners or any other company, you must always notify SPACE and inform SPACE of who the end customer is (i.e., the actual customer that will use the Arena). Further, you shall be liable for such end customers use of the Arena as if it was your own acts and omissions.
- (F) You and SPACE are hereinafter individually referred to as a “**Party**” and jointly as the “**Parties**”. You are hereinafter referred to as (the “**Customer**”). These general terms and conditions are hereinafter referred to as (the “**Agreement**”).
- (G) In view of the foregoing, the Parties hereby agree as follows.

1 Right to access and use the Arena

- 1.1 On the terms and conditions set out in this Agreement, the Customer shall be entitled to access and use the Arena for the purposes agreed between the Customer and SPACE and as confirmed by SPAE in the Order Confirmation (the “**Event**”) on the date and time specified in the Order Confirmation (the “**Term**”).
- 1.2 The Customer’s right to access and use the Arena expires without any prior notice or termination upon the expiry of the Term.
- 1.3 Upon expiry of the Term, the Customer shall vacate the Arena, remove all of its belongings from the Arena and return the in overall tidy condition. Should the Arena, upon expiry of

the Term, require additional cleaning, other than ordinary cleaning, SPACE may invoice the Customer for any costs for such cleaning.

- 1.4 The right granted to the Customer hereunder is limited to a right to access and use the Arena (i.e., not any other facilities at Space Stockholm) during the Term. For the avoidance of doubt, the Customer may only access and use the Arena for the Event and not for any other purpose.
- 1.5 The Customer may not access the Arena and/or Space Stockholm prior to the Term for the purpose of preparing the Arena for the Event unless Space has given its prior written approval thereof. Should such approval be granted by Space, the Customer accepts that the Arena may not be vacated during the preparation time prior to the Term and acknowledges that its access and use of the Arena prior to the Term is not an exclusive right to use the Arena and is subject to availability.

2 The Arena, equipment, personnel, permits etc.

- 2.1 The Arena is let to the Customer “as is” (Sw. *i befintligt skick*) per the date of the Term, with such equipment and technical solutions as are available, functional and fully installed in the Arena at the date of the Term. The Customer shall not without the prior written consent of Space: (i) use/install any technical equipment in the Arena which does not belong to Space (e.g., any equipment owned by the Customer or its affiliates); (ii) change or add anything to the interior or (iii) arrange for catering services or otherwise serve food/beverages in the Arena. Minimum three (3) months prior to the Event, the Customer shall send an email to SPACE with information on whether it needs any additional equipment or if the technical solutions available are sufficient.
- 2.2 Space provides for the Arena to have the following amenities: electricity, water and sewerage, heating, hot water, cooling and ventilation.
- 2.3 Space shall not be obligated to provide (or bear any cost for) any personnel required for the Event. Any personnel required, such as technicians or other service personnel, shall be provided by the Customer unless the Parties agree in writing that the Customer shall acquire such services from Space. Further, should Space, in its sole discretion, determine that additional personnel is required for the Event (e.g., in order to comply with applicable legislation), Space may hire such personnel and invoice the cost for such personnel to the Customer.
- 2.4 The Customer shall carry out business in the Arena for which VAT is payable.
- 2.5 Prior to the Event, the Customer shall obtain the requisite permits for the Event. The Event shall be carried out in such a way that meets any requirements under applicable environmental legislation and any other regulations applicable for the Event and in force up until and including the Term. Should the Customer, after prior written consent from SPACE, use or install any technical equipment, the Customer shall obtain the requisite permits for such technical equipment.
- 2.6 The Customer acknowledges that any sale of alcohol relating to the Event must be pre-approved by SPACE and that SPACE may decide in its discretion to stop any sale or serving of alcohol at the Event if SPACE deems it necessary in order to comply with applicable legislation.

2.7 Any use of flammable material or other products or material that may be dangerous are strictly prohibited in the Arena. The Customer shall be held liable for all costs or damages (including indirect damages) if the Customer is in breach of this Section 2.7.

3 Cancellation policy

3.1 In case of cancellation later than 8 months prior to the Event, the Customer will be charged 50 % of the fees. In case of cancellation later than 6 months prior to the Event, the Customer will be charged 100 % of the fees. In case of cancellation later than 1 month prior to the Event, the Customer will be charged 100 % of the fees for the Arena as well as 100 % of any confirmed commitments from the Customer to SPACE and from SPACE to its suppliers, for example regarding technical equipment, personnel, guards etc. Cancellations shall be made in writing to SPACE and be confirmed in writing by SPACE (e-mail being sufficient).

Cancellation of food & beverage and other premises

Value in SEK	50.000	50.001-100.000	100.001-250.000	250.001-350.000	350.001
Cancellation 100% until:	30 days	60 days	90 days	120 days	180 days
Cancellation 25% until:	14 days	30 days	60 days	60 days	90 days
Cancellation 10% until:		14 days	14 days	14 days	30 days
Cancellation 5% until:					14 days

3.2 Below is based on the order value in SEK excluding VAT. Food and beverage orders amounting to minimum SEK 370 000 can be cancelled free of charge up to 180 days before the Event. Thereafter, the Customer can make an adjustment to the order that amounts to 25 % of the order value, up to 90 days before the Event. If a cancellation or an adjustment implies a greater reduction of the order value than 25 %, the surmounting value will be charged as a booking fee. If, as a result of cancellation, SPACE incurs costs in addition to the order value, these shall be fully reimbursed by the Customer. Cancellations or amendments of the order shall be made in writing to SPACE and be confirmed in writing by SPACE (e-mail being sufficient).

4 Responsibility for damages

4.1 The Customer accepts full responsibility for any damages to the Arena and SPACE's premises in general and agrees to indemnify SPACE against any and all fees, expenses, liabilities, demands and claims arising from the Event or the Customer's access to or use of the Arena and Space Stockholm.

4.2 The Customer shall maintain a customary business insurance and ensure that its insurance policy covers the Customer's property and conduction of the Event in the Arena during the Term (including any and all preparations and other access to the Arena prior to or following the expiry of the Term and including any technical solutions used in connection with the Event). The Customer's insurance policy shall include coverage for damage caused by third parties.

- 4.3 The Customer may not, without the prior written approval from SPACE, conduct any sale of products or services, or any marketing campaign, within SPACE Stockholm during the Event.

5 Marketing

- 5.1 The Customer shall not in its marketing, while using SPACE's trademark, act in a way that can cause damage to SPACE or SPACE's owners or harm SPACE's reputation. SPACE may immediately terminate the agreement upon breach of this Section 5.1. The Customer must cease all use of SPACE's name or trademarks upon written request from Space.

6 Terms of payment

- 6.1 Payment shall be made as agreed in writing (e-mail being sufficient) between SPACE and the Customer. Firstly, all sales are paid at the time of order or in connection with the provision of service. The Customer is responsible for all costs associated with the event, even when the participants themselves have to pay for parts of the order. No shows, who fail to participate in the event or parts of the event, will not lead to a price reduction.

Payment in advance

SPACE reserves the right to request partial or full payment in advance. If the advance payment is not received within the agreed timeframe, the facility is entitled to cancel the event. In the case of cancellation of the event, the advance payment will be refunded, less any cancellation fee. In the event of a dispute concerning the Customer's right to compensation, SPACE has the right to retain the advance payment until the dispute has been settled. If not otherwise agreed and specified in the Order Confirmation, payment shall be made in advance and SPACE reserves the right to request partial or full payment in advance. If the advance payment is not received within the agreed timeframe, SPACE is entitled to cancel the Event. In the case of cancellation of the Event, the advance payment will be refunded, less any cancellation fee. In the event of a dispute concerning the Customer's right to compensation, SPACE has the right to retain the advance payment until the dispute has been settled.

Credit terms & conditions

- 6.2 If the client wishes to be invoiced after the event, an assessment will be made in accordance with SPACE's credit policy and only clients with document ability to pay will be granted credit. Only the CFO, or a person appointed by the CFO, has the authority to grant credit. In order to determine the Customer's ability to pay, and that the Customer meets our credit requirements, a credit check will be conducted at the time of making the reservation and, if necessary, again closer to the date of the event. Credit checks are not conducted for state or municipal authorities. Credit is only granted for amounts exceeding SEK 15 000. SPACE has a strict 10-day payment policy, calculated from the date of the invoice, after which interest will be charged on overdue payments. Only the CFO, or a person appointed by the CFO, has the right to grant a different payment timeframe. No billing fee will be charged.

Invoice reminders, claims and debt collection

- 6.3 If payment is not received for an invoice, the following claim measures will be taken. An invoice reminder will be sent 5 days after the due date and a second reminder will be sent

after another 5 days. If payment still has not been received after the second reminder, the case will be sent for debt collection. Departures from the above process can only be approved by the CFO. Interest charged on late payment in accordance with the Swedish Interest Act, the current reference rate plus 12 percentage points will be charged from the due date until we have received the payment. Interest will be charged on payments not settled within 7 days from the due date and with an interest amount of at least SEK 100. In cases where the claim is handed over to a debt collection company for collection, late payment interest and administrative fees will be charged by the debt collection company, regardless of the size of the claim.

7 Miscellaneous

- 7.1 The Parties acknowledge and agree that the consent of Space's landlord may be required in order for the Event to be held. In the event such consent is not obtained, Space may terminate the Agreement and the Order without any compensation to the Customer or any liability for any damage or loss caused by such delay.
- 7.2 Space shall not be liable for delay in the performance of or failure to perform obligations hereunder if the delay or failure results from events or circumstances outside of its reasonable control, such as fire, floods, strikes, wars, riots, pandemics, government and authority decisions, shortage of material, supplier's non-delivery for force majeure reasons etc. A delay or failure as above shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to the period of the delay.
- 7.3 This Agreement shall be governed by the substantive law of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 7.4 Section 7.3 shall not limit a Party's possibility from seeking injunction or similar proceedings with the ordinary courts.
- 7.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to the arbitration clause in Section 7.3 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all Parties hereto. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

- 7.6 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of the arbitration clause in Section 7.3. Should the Customer enter into this Agreement on any subsidiaries, partners, customers or other company's behalf, SPACE shall always be entitled to be informed of which company or organisation that will use the Arena is.
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