

VIRPP Label Agreement

Terms and Conditions

These terms and conditions are applicable and form an integral part of the 'Virpp Label Short Form Agreement' attached hereto as agreed upon between Label and VIRPP.

These terms and conditions are offered to Label by VIRPP B.V., Jacobus Spijkerdreef 388, Hoofddorp 2132PZ, The Netherlands, chamber of commerce number: 74098225, e-mail: info@virpp.com.

Label can also be described as a company that develops and supports talent

THIS LONG FORM LABEL AGREEMENT GOVERNS LABEL'S USE OF VIRPP SERVICES AND THE MARKETING AFFILIATE AGREEMENT WHEN SIGNED SEPARATELY. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF LABEL REGISTERS FOR A FREE TRIAL OF VIRPP SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING A SHORT

FROM AGREEMENT THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, LABEL AGREES TO THE TERMS OF THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF LABEL OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "LABEL" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services of VIRPP may not be accessed for purposes of monitoring their performance or functionality or for any other benchmarking or competitive purposes. VIRPP's competitors are prohibited from accessing the Services, except with VIRPP's prior written consent.

These terms and conditions shall be effective between VIRPP and Label as of the date of execution by both parties of the 'Short Form Label Agreement'.

1. Definitions

- *"Label": the contractual party of Virpp to the Short Form Label Agreement that obtained and agrees to the license and usage terms contained in this agreement to use Virpp's platform and services, using Virpp dashboard services, and, optionally, agrees to become a Virpp 'Marketing Affiliate'; Label can also be described as a company that develops and supports talent*
- *"VIRPP Platform" (or in short "Platform"): all of the software, functionalities, VIRPP content consisting of all of Producers demos as part of the VIRPP database, metadata, VIRPP lay-out and designs of the Platform, the Custom Dashboard to be used by Label as part of the license between VIRPP and Label in this agreement;*
- *"Custom Dashboard": The custom software dashboard provided by VIRPP to Label after executing this agreement;*
- *"Unreleased music" or "Producer Content": new original recordings that are mostly unmastered (also referred to as "demos"), uploaded by VIRPP Producers that have accepted the 'Virpp Producer Agreement' in which they guarantee such music is created by them and is original, which music may be monitored by various*

Labels that are contractual partners of Virpp and of which each Label may decide to send an agreement proposal to a Producer directly;

- *“Term”*: the term of the agreement of 12 months, with a trial period of three (3) months, as specified in these conditions of article 2 and as specified in the Short Form Label Agreement;
- *“Territory”*: means the territory of the world;
- *“Confidential Information”*: all non-public information disclosed by a Party to another Party and any other details of the business arrangements between the Parties including the terms of this Agreement, the volume of transactions, the revenues generated, client lists, trade secrets, operations, processes, plans, prospects, product information, know-how, designs, marketing opportunities, transactions and general business affairs. Confidential Information shall not include any information which (i) was in the public domain at the time of disclosure, (ii) was already known to VIRPP prior to the time of disclosure by Label, (iii) is available or becomes generally available to the public other than through a breach of this Agreement by VIRPP, (iv) is acquired or received rightfully and without confidential limitation by VIRPP from a third party, or (v) is independently developed by

VIRPP’s employees who have no knowledge of or access to the Confidential Information.

- *“Label Marketing Materials”*: Label’s promotional materials including its brand name, logo, trademarks, pictures, images, metadata, banners, audio and audio-visual clips, artwork and third-party artists’ names under agreement.
- *“Pull”*: Request from Label direct to Producer via the VIRPP Platform to agree with Producer to a Release by Label of the Demo and sign a direct agreement between Label and Producer, such Pull will cause the Demo Track to be no longer be available for other labels until that Producer puts it back on the Platform when a direct agreement has not been signed with Label.
- *“Trending Tracks”*: recommended demo tracks made by a VIRPP producer that are most popular according to VIRPP’s AI usage and VIRPP user opinion pages
- *“Remix Contest”*: A contest organized and produced by Label on the VIRPP Platform, with the Label Content as provided by Label, as an invitation for all Producers on the Platform to make and send to the Label new remixes of the Labels Track as part of the Remix Contest, from which Label can choose one or more winning remixes

and with respect to which Label can agree with the winning Producers for an exploitation agreement.

- *“Raffle”*: A raffle is a type of promotional contest organized by Label on the VIRPP Platform where all VIRPP Producers are offered a promotional gambling campaign of Label, for instance when Producers are offered to buy event tickets with the chance to win a prize.
- *“Widget”*: software created by VIRPP to add to Labels website(s) consisting of a pop-up screen added to the website of Label as a plug-in function, so Producers can upload a Track to Labels website that will be added to the VIRPP Platform;
- *“Marketing Affiliate agreement”*: a separate short form agreement in which Label and VIRPP may agree to terms and conditions regarding new producers adding new accounts to the VIRPP Platform through the Marketing Campaign of Label on the VIRPP Platform. VIRPP shall calculate such new producers and shall pay an agreed commission fee to Label during the agreed to term, all other terms and condition are part of the Marketing Affiliate Agreement to which the terms of this Long Form Label agreement do apply.

2. Term and Territory

The Term of this Label Agreement is specified in the Short Form Label Agreement as executed by the parties. Labels are offered a standard term of the agreement for 12 months after date of execution, with a three (3) month trial period. During the trial period and/or Term, neither party is allowed to terminate the agreement by letter of notice (by e-mail), notwithstanding any termination due to a breach of contract as specified in article 16. This agreement is concluded for the Territory of the world, meaning that producers and labels from all over the world can become a contractual partner and use VIRPP'S services as explained in this agreement.

3. VIRPP'S obligations

In relation to the license of the VIRPP Platform as set out above, VIRPP shall endeavor to: a) provide the Services to Label at a professional level; b) partner with and/or consult with Label to provide marketing and promotion services in relation to the exploitation of Raffles and/or Remix Contests on its Platform; c) provide Label with information reasonably requested to fulfil its obligations hereunder; and d) reasonably cooperate with Label to resolve any operational or technical issues relating to the distribution of Company Content on the Platform; e) provide the smooth running of the VIRPP Platform in compliance with

the 'Service Levels' set out in Schedule 1 below; f) format Label Marketing Materials to the required file types and change, edit and use such information to fit the Labels profile on the Platform; g) provide Label with information reasonably requested to fulfil its obligations hereunder and reasonably cooperate with VIRPP to resolve any material technical and operational issues relating to Label's use of the VIRPP Platform; and h) provide Label with standard software updates – such as the Label Dashboard feature - ensuring the functionality and enhancement of the VIRPP Platform at no additional cost.

4. Use of Services and the Platform's content

- 4.1 Subject to Label's compliance with the terms of this Label Agreement, VIRPP hereby grants to Label and Label hereby accepts a non-exclusive, non-transferable, revocable license to use of the VIRPP Platform and Dashboard for Label functionality during the Term according to these terms and conditions.
- 4.2 Label further undertakes that it will; a) keep its Label Account (including the login details) safe at all times and that it will prevent

access to it by any person who is not an authorized representative of Label unless otherwise agreed in writing by VIRPP; b) immediately notify VIRPP of any breach or alleged breach of security or unauthorized use of its Label Account; and c) not access, store, distribute or transmit any viruses, or any material (including Label Content) during the course of its use of the VIRPP Platform that is unlawful, harmful, threatening, defamatory, obscene, facilitates illegal activity, infringing, harassing or racially or ethnically offensive.

- 4.3 Label hereby acknowledges and agrees that VIRPP may make changes to or discontinue any aspects of the VIRPP Platform and any of the features, media, content of VIRPP or its Producers, products, software or services available at any time and without notice and without liability to Label.

5. Payment of VIRPP Services

- 5.1 Label's VIRPP Pro Platform Fee to VIRPP is 99 Euro on monthly basis. The Basic account version is Free to use.

VIRPP offers a 30 day trial of the Label Pro subscription.

5.2 In the event of non-payment or partial payment of an invoice for a period of sixty (60) days from the date of VIRPP's invoice, VIRPP reserves the rights to suspend Label Account until its receipt of all outstanding amounts. Any costs for the re-activation of Label Account shall be charged by VIRPP at the Additional Services Fees' rate. Label's failure to pay within the prescribed times shall amount to a material breach of this Agreement.

5.3 All VIRPP Platform Fees and the Additional Services Fees (if any) exclude VAT or similar sales taxes, if applicable. All payments shall be made in Euros.

6. Use of Labels Content by VIRPP

6.1 Label hereby grants VIRPP a non-exclusive right during the Term to the use of Labels name, tradename, logo, its Raffles and/or Remix Contest materials and data (if any) for use on the VIRPP Platform only - such as to inform Producers, as part of its customer list and on its

website or promotion of its services.

6.2 Label hereby grants VIRPP the non-exclusive right to promote Label's 'Raffles', Remix Contests' on VIRPP's platform, website, social media and other media, such right will be regarded as being exclusive during the Term once Label has released such Raffle or Remix Contest on VIRPP's platform for that particular Raffle or Remix Contest when Label shall be no longer permitted to use that same Raffle or Remix Contest on any other platforms or within its own media channels.

6.3 When Label shall make use of the Remix Contest functionality on the VIRPP Platform, Label declares and agrees Label owns and / or controls any and all rights to the composition, lyrics, masters, part or stems that are uploaded to VIRPP for a Remix Contest and has obtained written approval to do so from all parties that contributed to the creation or recording of the same and Label shall hold harmless and indemnify VIRPP and the Producers that remix Labels content for any and all claims, costs and damages when the use of such materials would

infringe upon any rights of any third party. Any remixes "pulled" by Label shall be contracted and owned by Label in its entirety, including but not limited to all rights of copyright, master rights, phonogram producer neighboring rights, publishing rights, lending rights and all similar rights related to the Remix Master and underlying Composition. Remixes not "pulled" by Label shall be deemed void from commercial use by Label, VIRPP and VIRPP Producers.

6.4 When Label shall make use of the 'Raffle' functionality on the VIRPP Platform, Label declares and agrees Label shall abide by all of the local laws regarding lotteries, gamble regulations (if executed in The Netherlands: the Dutch Gambling Authority regulations) and Label shall hold harmless and indemnify VIRPP and the VIRPP Producers against any damages, costs and fines of the gambling code authorities. VIRPP might assist and advise Label at its request as to what kind of promotional campaigns are allowed under the Dutch regulations.

7. Results for Label

- 7.1 Subject to the 'Service Levels' as set out in these terms and conditions, Label hereby agrees to assume sole responsibility for the results obtained from the use of the VIRPP's Platform and VIRPP disclaims any warranty that Label's use of the VIRPP Platform will meet any of Label's requirements and that such use will be uninterrupted, error free, virus-free or secure.
- 7.2 To the maximum extent permitted by applicable law, VIRPP excludes any liability for any loss or damage including those caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Company's computer equipment, computer programs, data or other proprietary material due to Label's use of the VIRPP Platform or on any website linked to it, unless VIRPP willfully or grossly negligently caused the loss or damage. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute are, to the fullest extent permitted by the applicable law, excluded from this Agreement and Label acknowledges that the

VIRPP Platform is provided to the Company on an "as is" basis.

- 7.3 Label shall be solely responsible for maintaining back-up copies of Label Content uploaded to the VIRPP Platform.

8. Producers Content on the VIRPP Platform

- 8.1 All of Producers Content, such as demos to be published on the Platform by VIRPP, shall remain the full property of each Producer until a label has concluded a direct valid and executed license or transfer of such Producer rights, to which agreement VIRPP shall not be a party nor shall have an interest or responsibility.

- 8.2 Label hereby warrants and guarantees it shall not use or exploit any of Producer's Content unless any such use or exploitation rights are fully negotiated, agreed upon and legally executed in full with such Producer and Label shall indemnify VIRPP against any and all claims of Producers regarding a breach of this agreement.

- 8.3 VIRPP shall use reasonable efforts to check all of Producers Content as placed on its Platform, using its content ID software to ascertain only previously unreleased recordings are placed at the Platform, that can be monitored by Label. VIRPP shall agree with any Producer placing any demo's on its Platform a warranty of such Producer declaring his/her music does not infringe upon any right of a third party and Producer shall indemnify VIRPP and its clients and labels against any damage, loss, or costs caused by an infringement or claim of a third party.
- 8.4 Notwithstanding VIRPP'S efforts to agree with Producer on these terms, VIRPP is not responsible vis-vis Label for any incorrect declarations or metadata as provided by any Producer to VIRPP with regard to a possible claim, dispute, or infringement matter regarding any part of Producer Content at any time. Label shall be solely responsible itself for concluding an agreement with Producer directly with ample declarations and guarantees regarding infringement and third parties claims. Label hereby agrees that VIRPP hereby excludes any liability towards

Label for any false or incorrect information provided to VIRPP as used on the Platform.

9. Copyrights in compositions or publishing rights

- 9.1 Label agrees and is aware that neither VIRPP nor any individual producer is licensing the recordings underlying composition to Label when a contractual agreement is made for the recording between Label and Producer. The rights in and to the composition and/or publishing rights need to be agreed upon separately by the composer(s) and/or his/her publisher and/or his/her mechanical rights organization.
- 9.2 VIRPP does not guarantee nor imply that the composer's rights or publishing rights of any Track are available or will be licensed by right holders for Labels purposes at any time. Label hereby fully indemnifies VIRPP against any and all claims, damages and costs related to any rights of composers to the underlying composition in any recording of a Producer on VIRPP'S Platform.

10. Usage of the Platform Dashboard by Label

As part of the license and the Platform functionality VIRPP offers Label the following usage options:

A. "Explore Database"

Label's Dashboard shall give access to all the uploaded demos of VIRPP producers on the VIRPP platform. Label shall be able to use different kind of filters to discover, search and scroll through demos of producers.

B. "Pull track"

Request of Label to a Producer regarding one of Producers demos on the Platform to open up negotiations with Producer to conclude an agreement between Label and Producer for a Release. Producers on VIRPP have the choice to accept or decline such negotiations. When accepted, that demo is no longer available for other Labels during the negotiations.

C. "Trending Tracks"

Recommended demos picked by VIRPP as a suggestion for Label as placed in the Dashboard of Label.

D. "Remix Contest"

Label shall have the option to create one or more Remix

Contests in and via the Dashboard. Label can upload the parts/stems and/or composition of any demo owned or licensed by Label from a third party and offer these at VIRPP to Producers to be remixed. Label is fully responsible for the use of any materials to be used in the contest as stipulated in article XX in this agreement.

E. "Raffle"

Label has the opportunity to create a Raffle through the Label Dashboard. The promoted products or services and / or the prizes Producer might win, are solely determined by Label. Label is fully responsible for using any promotional campaign on the VIRPP Platform.

F. "Export Data"

The customer is able to export the information of the entries of the raffles and contest created. Customer is responsible to handle with care.

G. "Team Members"

Label shall be able to grant its employees access to dashboard and information from and to the Platform.

H. "Chat"

Label shall be able to chat and exchange direct messages with Producers that have placed demos on the Platform, which

communication cannot be read by VIRPP or any other producer or label and shall fall under Confidential Information.

I. "Notifications"

VIRPP offers Label the options to receive the following notifications on its Platform via e-mail and/or push messages:

- User declined Pull request
- Raffle is live
- Raffle is ending
- Contest has ended
- New track on virpp for your label
- Label receives message
- Contest is Live
- Label invites team member
- New trending track
- Team member accept invited

11. Confidential Information obligations

VIRPP and Label agree to:

- A. protect each other Confidential Information using the equivalent of the degree of care that it utilizes in protecting its own similar confidential information, but no less than reasonable care;

- B. restrict access to all Confidential Information received from each other to those employees who have a "need to know" in order to carry out each Party responsibilities hereunder and who have agreed to accept such obligation of secrecy, and advise such employees of their obligation to handle the Confidential Information with the appropriate degree of care and prudence to prevent a violation of this Agreement;

- C. use the disclosed Confidential Information solely for the agreed usage under the terms of this agreement; and

- D. not use, disclose, or allow access to each other Confidential Information by any third party, except as authorized by the other party as agreed except as authorized

in this agreement or in writing by the other Party.

12. Service levels and support

- 12.1 VIRPP shall use its best efforts to ensure that during the Term, the Platform shall be accessible ninety-nine per cent (99%) of the time provided that the following shall not be counted towards the calculation of service level: a) hardware failure; b) internet service disruptions; c) acts of God and other Force Majeure Event; and d) down-time for routine maintenance and services upgrades.
- 12.2 Any required routine maintenance takes place on daily basis from 07:30 to 09:00 CET, unless otherwise notified via electronic means.
- 12.3 In addition, VIRPP provides a dedicated technical support team to provide reasonable assistance to use Labels account or to resolve error messages within the VIRPP Platform within 48 hours. VIRPP's technical support can be reached by email at _____ from 10.00 till 17.00 CET on Monday to Friday (excluding Netherlands Public Holidays).

13. WARRANTIES

Label represents and warrants to VIRPP that: a) it will comply with all its obligations under this Agreement and that the person signing this Agreement is authorized to do so; b) the information provided to VIRPP and/or on its Label Account is true, accurate, current, and complete; c) it has the required rights over Company Content delivered to VIRPP for placement on the VIRPP Platform where applicable ; d); Label shall comply with all applicable laws, governmental, regulations and requirements applicable to Label's Content and Data and the performance of Company's undertakings, warranties and obligations set out in this Agreement; e) Label Content and any usage thereof by VIRPP does not infringe any intellectual property rights (including, copyrights, trademark rights, designs, database rights and all other intellectual rights and equivalent or similar forms of protection existing anywhere in the world) or any other rights of third parties;

14. INDEMNIFICATION

Each party hereto represents and warrants that it has full power, authority and rights necessary to enter into this Agreement and that the rights and obligations set forth in this Agreement do not and will not conflict with any other Agreements or obligations of either party. Each party shall fully comply with all applicable laws, rules, and regulations of governmental authorities and secure such licenses as may be required for the rendition of services hereunder. Each party shall indemnify and hold harmless

the other party, its successors, assigns, agents, distributors, and expense (including reasonable attorney's fees and reasonable out-of-pocket and documented legal costs) in connection with any violation of the warranties, representations, and obligations set forth herein provided that such third party claim has been reduced to a final adverse judgment in a court of competent jurisdiction or settled with the indemnifying party's prior written consent (not to be unreasonably withheld).

15. LIMITATION OF LIABILITY

- 15.1 Label agrees that in no event shall VIRPP be liable to Label for or in relation to any damage caused by: a) any errors or omissions in any Label Data; b) any non-performance due to Label misuse of the VIRPP Platform and/or failure to comply with VIRPP's reasonable instructions.
- 15.2 VIRPP'S liability for any breach of this Agreement shall in all instances be limited to the amount of money paid to VIRPP for the provision of the services from the commencement of the calendar year in which the breach takes place until the date of termination and/or expiry of this Agreement.
- 15.3 Except in the event of breach of the confidentiality and/or indemnification

obligations contained herein, to the greatest extent permissible under applicable law, each Party shall not be liable to another Party for any indirect, incidental, special, exemplary, punitive or consequential damages or losses in relation to this Agreement, including without limitation loss of profits, business, revenue or goodwill, regardless of whether such damages or losses could have been foreseen or prevented by such Party.

- 15.4 Notwithstanding the foregoing, nothing in this Agreement excludes or limits the liability of a Party for gross negligence and/or willful misconduct or as otherwise forbidden under the applicable law.

16. FORCE MAJEURE

Each Party shall not be liable for any failure to perform, or delay in performance of any of its obligations under this Agreement that is caused by a Force Majeure Event. If a Force Majeure Event takes place such to affect the performance of a Party's obligations under this Agreement, then such obligation will be suspended and the time for its performance will be extended for the duration of the Force Majeure Event. In the event that the Force Majeure Event lasts for more than sixty (60) days, then the affected Party

may terminate this Agreement with immediate written notice to the other Parties.

17. Intellectual property rights and non-competition

- 17.1 Label hereby undertakes that it will not: a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the VIRPP Platform in any form or media or by any means; b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the VIRPP Platform; c) access all or any part of the VIRPP Platform in order to build a product or service which competes with the VIRPP Platform; or d) use the VIRPP Platform to provide services to third parties.
- 17.2 Label hereby acknowledges that all title to and ownership of the VIRPP Platform, its underlying software, design, and related components, remain vested in VIRPP (or, where applicable, third-party owners) and nothing in this Agreement shall be deemed or construed to transfer ownership or

title to Label or any third-party.

- 17.3 The 'VIRPP' tradename and logo are registered trademarks owned or licensed by VIRPP. Other featured logos, content and corporate names are or may be trademarks of their respective owners (including Label, Producer(s) or artists.
- 17.4 Label grants to VIRPP the non-exclusive right to use Label's relevant trademarks, logos and designs solely for the use in connection with Labels Content, Label's Account and with the promotion of the VIRPP's services.
- 17.5 Subject to Label's prior written approval (email to be sufficient and such approval not to be unreasonably withhold and/or delayed), Label agrees that VIRPP reserves the right to issue a press release announcing that Label has chosen to use VIRPP. Company will provide a statement and quote for this press release upon request by VIRPP.

18. LABEL'S DATA

- 18.1 Label shall own all rights, titles and interest in and to all of Label's Data and Label shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Data.
- 18.2 VIRPP shall not be responsible for any loss,

destruction, alteration or disclosure of Label's Data caused by any third party and Label shall be solely responsible to maintain updated back-up copies of such data.

- 18.3 Label and VIRPP will act as joint controllers under the GDPR for the Label's Data of the personal data processed. If VIRPP processes any personal data on Label's behalf. Label and VIRPP will determine their respective responsibilities for compliance with the GDPR obligations in a separate Joint Controller Agreement. when performing its obligations under this Agreement, the Parties agree that Label shall be the data controller and VIRPP shall be a data processor and in any such case they shall comply with the applicable 'Data Protection Law'.
- 18.4 Label acknowledges and agrees that VIRPP may notify Producers on the VIRPP Platform of the existence of this Agreement and that Producers may contact Label via the VIRPP network functionality within the VIRPP Platform. Label shall be entitled and enabled to modify its sharing settings in relation to Producers on the VIRPP Platform during the Term.

19. PRODUCERS' DATA AND CONTENT

VIRPP shall agree with all Producers that place their Tracks, other Producer Content and Data on the VIRPP Platform according to the standard Producer Agreement as used by VIRPP. VIRPP shall ensure to keep Producers data and all of his/her Producer Content confidential and safe at all times. VIRPP shall agree with all Producers VIRPP is entitled to share and promote and exploit on the VIRPP Platform the Producer Tracks and Content and share this data with all of the Labels that have signed this Label Agreement and /or use the free license on the terms agreed herein.

20. TERMINATION

20.1 Each Party shall have the right to immediately terminate this Agreement in the event that a Party commits a material breach and fails to remedy it within thirty (30) days after its receipt of written notice from the non-defaulting Party requesting to remedy such breach; b) becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets; c) ceases to conduct business, d)

commits an act equivalent to any of the above under the laws of the jurisdiction of the relevant Party or e) Label discontinues the trial period in writing (e-mail will suffice).

20.2 VIRPP shall be entitled to terminate this Agreement at any time with immediate written notice to Label: a) in the event of an alleged security breach of Label's Account which may jeopardize the safety of the VIRPP Platform; b) in the event of any alleged fraudulent activity; c) if, in VIRPP's sole and absolute judgment, termination is necessary to protect the business interests of VIRPP and d) in the event of an infringement claim of any third party related to Labels activities on the VIRPP Platform.

20.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed on or before the date of termination.

20.4 Upon termination of this Agreement howsoever caused, Label or VIRPP shall delete all Label Content from the VIRPP Platform. Notwithstanding this Clause all provisions intended to survive termination of the Agreement shall continue to do so.

21. FINAL PROVISIONS

21.1 This Agreement sets out all terms agreed between the Parties and supersedes all other agreements (whether oral or in writing) between the Parties relating to its subject matter. Any variation of this Agreement must be in writing and signed by a duly authorized officer of each Party. In the event that any of the terms of this Agreement is determined to be illegal or unenforceable, such term or provision will be deemed deleted and all other terms and provisions will remain in full force and effect.

21.2 Nothing in this Agreement is intended to or shall operate to create a partnership between VIRPP and Label or authorize VIRPP or Label to act as agent for the other.

21.3 Neither Label nor VIRPP may assign this Agreement, nor any of its rights and/or responsibilities under this Agreement without the prior written consent of the other party hereto.

21.4 Unless expressly provided in this Agreement, no provision of this Agreement is enforceable by any person or entity who is not a party to it.

- 21.5 Nothing in this Agreement shall prevent VIRPP from entering into similar agreements with third parties.
- 21.6 All legal notices required or permitted hereunder shall be in writing and deemed to have been duly given at the time of receipt if delivered personally or via overnight express, at the time of transmission if sent by email, or seven (7) business days after being mailed if sent by registered or certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the address for each Party listed in the introductory paragraph to this Agreement or to such other address as the Parties may designate from time to time in writing.
- 21.7 This Agreement shall be subject to and construed in accordance with the laws of The Netherlands and all disputes (including non-contractual disputes or claims) relating to this Agreement shall be brought solely in the courts of Amsterdam or any higher court as relevant.
- 21.8 This Agreement may be executed by the Parties in counterparts and may be executed and delivered electronically by PDF and all such counterparts and PDF copies shall together constitute one agreement. The Parties agree that PDF copies of signatures have the same effect as original signatures.