

1. General Provisions**Applicability****1.1**

These General Terms and Conditions are applicable to all offers, quotations and/or contracts of Life After Football (hereinafter: "LAF").

1.2

These General Terms and Conditions comprise general provisions and the following special conditions:

2. Conditions governing Life After Football Magazine advertising/online advertising
3. Conditions governing Life After Football events

Where the special conditions depart from the general provisions, the special conditions apply.

A contract with LAF may be governed by the provisions of different special conditions.

1.3

Where the Rules for the Advertising Industry that are declared applicable in the conditions governing advertising depart in any way from or are contrary to the other conditions mentioned above, the above-mentioned conditions shall exclusively apply.

1.4

By entering a contract with LAF, the counterparty waives any Terms and Conditions he applies, howsoever named, so that all contracts concluded with LAF are exclusively governed by the conditions declared applicable by LAF. Quotations, formation and amendment of contract.

1.5

All offers and quotations made by LAF are subject to contract. A contract shall only be formed if confirmed in writing by LAF or by LAF actually performing the contract. Any changes in orders are only binding on LAF if confirmed in writing or are actually performed by LAF only.

1.6

Agreed delivery times shall only be regarded

as strict delivery times if expressly so agreed. If LAF fails to perform in time, LAF must be held in default in writing before LAF is in default.

1.7

All statements and/or representations made by LAF with regard to its products and/or services are made to the best of its knowledge but are not binding. Any differences and/or changes, regardless of their nature and extent, are expressly reserved by LAF.

Rates and prices**1.8**

LAF may at all times revise the agreed rates and/or prices. If a price is increased within three months of concluding a contract and LAF's counterparty is a consumer (i.e. a natural party who does not act in the exercise of a profession or the conduct of a business), the consumer shall be entitled to cancel the contract.

1.9

All prices are exclusive of VAT, unless expressly stated otherwise. LAF may pass on any changes in the VAT rates to the counterparty.

Payment**1.10**

Unless expressly agreed otherwise, 75% of the payment shall be due four weeks before publication. 25% of the payment shall be due within 14 days of publication, in euros. Any right to set-off is excluded.

1.11

If payment is not made in time in accordance with Article 1.10 the counterparty is in default by operation of law. Without prejudice to his other obligations, the counterparty shall owe interest on the outstanding amount as from the due date until payment is made in full equal to the applicable statutory interest rate plus 3%.

1.12

LAF may at all times, both before and after the formation of the contract, demand security

for payment or demand payment in advance and may suspend performing the contract until such security is provided and/or has received payment in advance.

1.13

All delivered products remain LAF's property until full payment is received of everything the counterparty owes LAF in respect of the delivery, including interest and costs.

Collection costs**1.14**

If the counterparty fails to meet his payment obligations or to do so in time, all legal and execution costs as well as administration costs and extrajudicial costs shall be for the counterparty's account. The collection costs shall be calculated on the basis of the Voorwerk II report.

1.15

If the costs that LAF was reasonably forced to incur are higher, these costs shall be charged to the counterparty.

Termination**1.16**

LAF may terminate its contract with a counterparty wholly or in part, by way of written notice sent by registered mail, with immediate effect and without judicial intervention being required, without owing any compensation if:

- a winding-up petition is filed in respect of the counterparty
- the counterparty applies for a moratorium
- the counterparty requests the application of a debt restructuring scheme
- the counterparty goes into liquidation
- the counterparty fails to fulfil, or to fulfil timely or properly, one or more obligations under the relevant contract, and does not remedy such failure within five business days after having been demanded by LAF in writing to do so
- the capital or assets of the counterparty, or a significant part thereof, are seized
- LAF discontinues the publication of the product or the provision of the service concerned

The provisions of this Article are without prejudice to any rights LAF may have by law if the counterparty fails to perform, including

claiming performance and/or full compensation.

Intellectual Property Rights

1.17

The intellectual property rights and similar rights, including copyrights, trade mark rights, patent rights, neighbouring rights, rights for the protection of performance (including database rights) to all publications and other information products of LAF rest with LAF and/or its licensors. The reproduction and/or publication by way of photocopy, video disk, magnetic disk or tape, storage in an information system that is accessible to third parties, or in any other way, be it electronically, mechanically or otherwise, of these publications and other information products of LAF without the express prior written permission of LAF is prohibited.

1.18

Everything that is published on LAF's website is protected by LAF's Intellectual Property rights. The reproduction, storage or disclosure thereof without the prior written permission of LAF is prohibited.

Personal data

1.19

LAF records data of natural persons in connection with the performance of contracts (membership, events) and when these persons come into contact with LAF within the context of the provided services. These data are used in the performance of a contract and to inform people about the products and services of LAF, its operating companies and carefully selected third parties that may be relevant for them. The personal data of these natural persons are solely used to inform them about similar products and services of LAF and its group companies, unless a person grants permission for other use. If a natural person does not wish to receive this information, by post or by email, he may state this, in writing only, to:

LIFE AFTER FOOTBALL B.V.

Attn. Afdeling Administratie

Helicopterstraat 25a, 1059 CE, AMSTERDAM

or by email: info@lifeafterfootball.eu

This notice will be confirmed in writing within 14 days.

Force Majeure

1.20

A counterparty shall in no event be entitled to terminate the contract or part thereof or temporarily suspend the performance of the contract due to LAF failing to perform its obligations because of circumstances beyond the control of LAF.

1.21

These circumstances are due to force majeure which include, but are not limited to, the following instances: war and kindred risks, strikes, boycotts, business interruptions, disruption of traffic or transport, disruption of data and other networks, government measures, scarcity of raw materials, natural disasters, fire, nuclear reactions, machinery breakdown and any other circumstances in which LAF cannot in reason and fairness be required to perform the contract or part of it. In the event of force majeure LAF shall be entitled to terminate the contract wholly or in part, or to temporarily suspend the performance of the contract, without any compensation being due to the counterparty.

1.22

If, when a situation of force majeure arises, LAF has already partially fulfilled its obligations or is only able to fulfil part of its obligations, it may charge the part it has already performed or the part it is able to perform separately and the counterparty shall be obliged to pay the relevant invoice as if it were a separate contract.

Liability and complaints

1.23

The liability of that party, its employees and individuals for both parties, their responsible and/or liable in respect of loss or damage, including consequential loss (including loss due to delays and loss of profit), that may be imputed to that party, shall in all events be limited to the amount of the invoice related to that part of the contract from which the liability arises.

1.24

All (editorial) information, including advice, ideas, opinions and/or instructions, is compiled with due care and to the best of LAF's

knowledge; nevertheless, LAF and the authors cannot

guarantee the accuracy or completeness of the information in any way. LAF and the authors accept no liability for any loss or damage, howsoever named, resulting from acts and/or decisions based on such information.

The counterparty is expressly advised not to rely solely on this information but to use his professional knowledge and experience and to verify the information to be used. The content of advertisements is compiled by or on behalf of Advertisers and LAF does not verify the accuracy, completeness or lawfulness thereof. LAF does not accept any liability for the content and form of advertisements.

1.25

Any complaints against the (order) confirmation must be submitted to LAF in writing before LAF performs the contract but in any event within five business days after the (order) confirmation is sent.

1.26

Any complaints against the performance of the contract by LAF must be submitted to LAF in writing as soon as possible but in any event not later than 14 days after a defect in the performance is discovered, or not later than 14 days after which the defect ought to have been discovered, after which period any rights the counterparty has against LAF shall lapse.

Miscellaneous

1.27

LAF may transfer the rights and obligations under the contract to one of its affiliates or to a third party as part of a transfer of LAF's business, or part thereof, without requiring the consent of the counterparty.

1.28

LAF reserves the right to amend these Terms and Conditions from time to time. Any changes shall also apply in respect of contracts that are already concluded. LAF shall timely announce these changes in writing. If the counterparty does not wish to accept the amended conditions he may terminate the contract with effect from the date on which the amended conditions enter into force.

1.29

The counterparty is obliged to notify LAF in writing of any change in his name and/or address, stating both the former and the new data, by way of a letter or email sent to the address stated in Article 1.20 at least 14 days before the change enters into effect.

1.32

If and in so far as any provision of these conditions is held by law to be unreasonably onerous towards a counterparty being a consumer (i.e. a natural party who does not act in the exercise of a profession or the conduct of a business) and that counterparty nullifies that provision, that provision shall be replaced by a provision that is not unreasonably onerous but that does protect LAF's interests to all possible extent.

Disputes; Governing Law

1.33

Any disputes in connection with contracts concluded by LAF shall be submitted to the competent court in Amsterdam. LAF reserves the right to submit a dispute with a counterparty who is a consumer (i.e. a natural party who does not act in the exercise of a profession or the conduct of a business) to the court that has territorial jurisdiction by law. If this is a different court than the court in English cities/ jurisdiction, and LAF submits the dispute to the court in English cities/ jurisdiction, the consumer shall be entitled to opt for the court that has jurisdiction by law within 6 weeks after LAF has invoked this provision in writing.

1.34

All contracts concluded with LAF are governed by and shall be interpreted in accordance with English law.

2. Conditions governing Life After Football Magazine advertising/online advertising

Definitions

2.1

'Advertisements' means publications, announcements and/or advertisements of any kind that are included in an information carrier and/or that are inserted therein and/or added and/or attached thereto.

2.2

'Advertiser' means the party placing an order for an Advertisement.

Applicability

2.3

These conditions apply, in addition to the general provisions and the present conditions, unless the parties expressly depart from these conditions in writing, to all contracts for placing Advertisements in the LAF Magazine and/ or online on LAF's website and the related obligations to which LAF has declared these conditions applicable.

2.4

By placing an order for an Advertisement with LAF, the Advertiser accepts the applicability of these special General Terms and Conditions.

2.5

These special General Terms and Conditions may only be departed from in writing by LAF.

Order

2.6

All Orders for Advertisements, regardless of how they are given, shall be binding on the Advertiser. Orders shall only be binding on LAF if confirmed in writing by LAF. This is the case in respect of contracts concluded via intermediaries, media or advertising agencies as well.

2.7

If a third party concludes a contract with LAF for the benefit or on behalf of an Advertiser and/ or is involved in the concluding of a contract with LAF, that third party shall warrant towards LAF that the Advertiser accepts the applicability of these General Terms and Conditions.

2.8

The third party referred to in Article 2.7 shall be jointly and severally liable towards LAF, together with the Advertiser on whose instructions that third party acts, for fulfilling any obligations under the contract concluded with LAF, including expressly any and all payment obligations.

2.9

Unless otherwise agreed the decision where

the Advertisement will be placed rests with LAF.

2.10

LAF and the Advertiser shall agree a deadline for submitting the copy for the Advertisement. If this deadline is not met the Advertiser shall be in default. LAF shall be entitled in that event to compose an Advertisement itself, for which it shall charge 25% of the placement costs on top of the agreed placement costs, or to decide not to place the Advertisement, in which event it shall charge 50% of the price of the Advertisement in cancellation costs.

2.11

Unless otherwise agreed LAF shall not be required to accept any changes in an Advertisement that are requested after the order was placed. If it is possible to incorporate the changes, the costs for these changes shall be charged to the Advertiser.

2.12

The content of any order shall be determined on the basis of a written order confirmation

Advertising Rates

2.13

All rates for placing Advertisements are exclusive of VAT and inclusive of agency commission, if any.

2.14

Unless otherwise agreed (via separate quotation), all placement orders are exclusive of the costs for design, drawings, photographs, grids and/or lithographs. Any costs arising from submitted advertising copy that is unfit for reproduction shall be charged to the Advertiser.

2.15

All contract rates shall be determined in consultation with LAF.

Submitting advertising copy

2.16

LAF does not accept any liability for the consequences if the Advertiser has submitted defective advertising copy.

2.17

Advertising copy has to be submitted to:

LIFE AFTER FOOTBALL**Attn Afdeling TRAFFIC****Helicopterstraat 25a, 1059 CE, AMSTERDAM****E-mail: materiaal@lifeafterfootball.eu****2.18**

The Advertiser shall ensure that all information of which LAF has stated that it is material, or of which the Advertiser should in reason understand that it is material, for the performance of the contract is submitted to LAF in time. If the information that is material for the performance is not submitted in time, LAF may suspend the performance of the contract.

2.19

LAF does not accept any responsibility for corrections that are passed on orally; corrections must be confirmed by LAF in writing.

2.20

Press proofs shall not be provided unless otherwise agreed in writing stating additional pricing, if applicable.

2.21

All advertising copy shall be sent for the risk of the Advertiser, who shall insure the advertising copy if necessary.

Cancellation**2.22**

If the Advertiser wholly or partially cancels an order for placing an Advertisement, he shall be charged 5% of the total order amount in administration costs.

2.23

Orders for Advertisements may be cancelled, in writing only, within 14 days. If an order is cancelled after 14 days but at least one month before LAF Magazine goes to press and/or the Advertisement goes online, 50% of the amount shall be charged in cancellation fees, subject to the provisions of Article 2.22. After this period orders may no longer be cancelled.

2.24

LAF reserves the right to wholly or partially cancel one or more orders, even if these have already been accepted in writing. LAF shall notify the

Advertiser of such cancellation as soon as possible.

Publication date and form**2.25**

The scheduled publication dates will be observed to all possible extent, but these dates may in no way be regarded as strict dates. Exceeding the publication dates shall in no event create any right to damages or the right to terminate the contract.

2.26

LAF shall perform the contract to the best of its knowledge and abilities and in accordance with high standards. The Advertiser's obligations shall remain in full force also in the event of any changes in the type of paper, format, layout etc. of LAF magazine.

Payment**2.27**

Unless otherwise agreed in writing, billing will take place four weeks before publication of LAF Magazine and/or directly following the publication of the online Advertisement. 75% of the amount due is payable 14 days before publication, and 25% after publication, without any withholding, discount, or set-off within 14 days after the invoice date.

2.28

LAF reserves at all times the right to demand advance payment from the Advertiser before the submission deadline.

2.29

If the Advertiser fails to pay the invoice within the term of payment he is in default without notification of default being required. LAF shall be entitled in that event to suspend its obligations towards the Advertiser, or to terminate the contract without intervention from the court.

2.30

The Advertiser is not entitled to suspend and/or set off his obligations towards LAF.

2.31

Any person who places an order for the account of a third party shall be jointly and severally liable towards LAF in respect of all payment obligations these third parties have

under the contract.

Liability, complaints, exoneration**2.32**

The transmission, transport and/or transfer of the advertising copy shall at all times be for the account and risk of the Advertiser.

2.33

All liability for defects and errors in the performance of the contract for one or more Advertisements caused by LAF shall be limited to the rectification or replacement of the Advertisement free of charge.

2.34

Liability for any other loss or damage is expressly excluded, unless this loss or damage is caused by the intent or gross negligence on the part of LAF. LAF's liability towards the Advertiser shall in no event exceed the value of the placed Advertisement(s).

2.35

The Advertiser shall ensure that the content of the advertising copy he is to furnish is not contrary to public morals or public policy and is not of a political or religious nature. The Advertiser agrees to indemnify and hold harmless LAF for and against any third-party claims in connection with the content of advertising copy to be furnished by the Advertiser to LAF.

2.36

LAF does not accept any liability for loss or damage caused by the failure to place an Advertisement, or the failure to do so in time or correctly.

2.37

All complaints about an Advertisement must be submitted in writing within two weeks of publication in LAF Magazine and/or of publication of the online Advertisement. After this period complaints are no longer accepted.

2.38

Minor differences, slight discolouring due to the paper used, errors, or inaccuracies do not create the right to suspend or to not fulfil any obligations towards LAF, or to terminate the contract.

Final Provision**2.40**

The Advertiser may only transfer his rights and/or obligations under contracts concluded with LAF to third parties with the prior written consent of LAF.

3. Conditions governing Life After Football events**Definitions****3.1**

'Registration Form' means the document describing and laying down the participation agreement. This is the contract subject to which LAF places Stand Space, Promotional Options and/or services at the Participant's disposal for a specific period of time and subject to certain conditions.

3.2

'Participant' means the party with whom LAF concludes a participation agreement.

3.3

'Fair' means the fair, exhibition or event in respect of which the participation agreement is concluded.

3.4

'Stand Space' means the exhibition space, measured in square meters, that is placed at the Participant's disposal, the location or form of which is to be decided by LAF.

3.5

'Promotional Options and Services' means the options, expressed in monetary value, placed at the Participant's disposal to promote his products, services or brand other than with the aid of Stand Space.

3.6

'Participation Costs' means the fee the Participant owes LAF under the participation agreement for participating in the Fair, the use of the Stand Space and other agreed services and for the general organisational services provided and to be provided by LAF, as set forth in that agreement.

Applicability**3.7**

These conditions apply, in addition to the general provisions and the present conditions, unless the parties expressly depart from these conditions in writing, to all contracts for participating in fairs and the related obligations to which LAF has declared these conditions applicable.

Dates and duration**3.8**

If, at LAF's discretion, there are special circumstances that require this, LAF may revise the dates scheduled for the fair or may cancel the fair. Special circumstances include: insufficient interest, insufficient variation in offering, internal disagreement in the sector concerned, and any circumstances that, after weighing everybody's interests, may jeopardise the success of the fair, in LAF's opinion.

3.9

Notwithstanding a change in the scheduled dates the participation agreement shall remain in full force. The Participant shall be obliged in all events to fully pay the other costs incurred by or through LAF at the Participant's request.

3.10

The Participant shall in no event assert any right to damages towards LAF, for any reason, pursuant to a decision as referred to in Articles 3.8 and 3.9.

Payment**3.11**

The Participation Costs are payable on the dates specified in the participation agreement. The full invoice in respect of the fair concerned must be paid ten days prior to the fair at the latest.

3.12

All prices in respect of participation in the fair are exclusive of VAT.

3.13

An invoice may be preceded by an advance bill.

3.14

The Participant shall be liable for all costs due to LAF in connection with his participation, irrespective of whether these costs were made by the Participant or by third parties on behalf of the Participant.

Liability**3.15**

LAF does not accept any liability for any loss or damage, howsoever named, suffered by the Participant, his employees or his visitors, including trading loss and damage caused by theft, vandalism or any other cause, if this loss or damage may be imputed to third parties. The Participant is required to insure everything he brings to the fair.

Inability to participate**3.16**

If, due to special circumstances through no fault of the Participant, the Participant is unable to make use of the agreed Stand Space and/or services, he may cancel the participation agreement up to six months prior to the start of the Fair. In that event the Participant shall owe 20% of the aggregate agreed Participation Costs, plus any costs made by or on behalf of LAF at the Participant's request.

3.17

If the Participant cancels the participation agreement between 4 and 6 months prior to the start of the Fair, the Participant shall owe 50% of the aggregate agreed Participation Costs, plus any costs made by or on behalf of LAF at the Participant's request.

3.18

If the Participant cancels the participation agreement between 0 and 4 months prior to the start of the Fair, the Participant shall owe 100% of the aggregate agreed Participation Costs, plus any costs made by or on behalf of LAF at the Participant's request.