GENERAL TERMS AND CONDITIONS FOR ELECTRONIC LOCKER SERVICES

Effective Date: [November 1st, 2025]
Last Updated: [November 1st, 2025]

These General Terms and Conditions ("**General Terms**") govern the provision of electronic locker services by Sjef.app B.V. (Elockers) in the United States of America legally incorporated as LAAS USA Inc. and its affiliates (collectively, "**Elockers/LAAS**," "**Provider**," "**we**," "**us**," or "**our**") to venue operators, event organizers, and other commercial entities ("**Client**," "**Venue**," or "**you**") and the use of such services by end users ("**Users**" or "**Authorized Users**").

1. APPLICABILITY AND SCOPE

1.1 Application. These General Terms apply to all agreements for the provision, installation, operation, and use of ELOCKERS / LAAS's electronic locker systems and related software platforms at Client venues, except where modified by a separate written agreement executed by authorized representatives of both parties.

1.2 Governing Framework. These General Terms are incorporated by reference into all venue revenue agreements, service agreements, and similar contracts between ELOCKERS/LAAS and Client (each, a "**Service Agreement**"). In the event of conflict, the Service Agreement shall control with respect to the specific matters addressed therein.

1.3 Applicable Law. Unless otherwise expressly specified in the Service Agreement, these General Terms shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles. Where the Service Agreement expressly designates a different governing law jurisdiction, such designation shall control.

1.4 Amendments. ELOCKERS/LAAS reserves the right to update these General Terms from time to time. Material changes shall be communicated to Client with reasonable advance notice. Continued use of ELOCKERS/LAAS services after the effective date of changes constitutes acceptance of the modified terms.

2. DEFINITIONS

"Authorized Users" means bona fide guests, patrons, customers, visitors, or attendees of the Venue who are authorized to use the Licensed Equipment.

"Confidential Information" means all non-public information disclosed by one Party to the other, including business methods, pricing, technology, customer data, operational procedures, and financial information.

"Force Majeure" means any circumstance beyond the reasonable control of a Party, including acts of God, natural disasters, war, terrorism, riots, pandemic, government-mandated shutdowns, or supply chain disruptions.

"Gross Revenue" means the total amount collected for locker rentals, including online pre-purchases, calculated before deduction of Transaction Fees but excluding all applicable taxes.

"**Net Revenue**" means Gross Revenue minus Transaction Fees collected, representing the amount available for revenue sharing between the Parties as specified in the applicable Service Agreement.

"Licensed Equipment" means the smart locker units, hardware, and related physical property provided by ELOCKERS/LAAS and installed at the Venue.

"Platform" means ELOCKERS/LAAS's proprietary smart locker management software, online reservation system, payment processing system, and related technology.

"Service Fee" means a fee equal to ten percent (10%) of the gross locker rental price charged for each locker rental transaction. The Service Fee is charged to Authorized Users in addition to the base locker rental price. All Service Fees are collected by Client and remitted to ELOCKERS/LAAS in accordance with the applicable Service Agreement.

3. LICENSE AND AUTHORIZED USE

3.1 Limited License Grant. Subject to these General Terms and the applicable Service Agreement, ELOCKERS/LAAS grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) use the Platform; and (b) operate the Licensed Equipment at the Venue solely for the benefit of Authorized Users.

3.2 Authorized Use Restrictions. Client shall:
(a) Use the Platform and Licensed Equipment only at the location(s) specified in the Service Agreement;
(b) Comply with all operating procedures, technical specifications, and usage guidelines provided by ELOCKERS/LAAS;
(c) Not permit any third party to use the Platform or Licensed Equipment without ELOCKERS/LAAS's prior written consent;
(d) Not reverse engineer, decompile, disassemble, modify, or create derivative works based on the Platform or Licensed Equipment;
(e) Not remove, obscure, or alter any proprietary notices, labels, or markings on the Licensed Equipment; and
(f) Maintain the security and confidentiality of all access credentials and authentication mechanisms.

3.3 Verification of Proper Function. Client shall verify before each use period that all Licensed Equipment is empty, clean, and functioning properly. Client shall immediately report any malfunctions, damage, or defects to ELOCKERS/LAAS.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership. ELOCKERS/LAAS and its licensors retain all right, title, and interest in and to: (a) the Platform; (b) the Licensed Equipment; (c) all software, firmware, and embedded code; (d) all intellectual property rights, including patents, copyrights, trademarks, trade secrets, and proprietary information; and (e) all modifications, enhancements, and derivative works thereof.

4.2 Trademark Usage. Client may not use ELOCKERS/LAAS's trademarks, service marks, trade names, or logos without prior written authorization.

4.3 Feedback. If Client provides suggestions, ideas, feedback, or recommendations regarding the Platform or Licensed Equipment ("**Feedback**"), ELOCKERS/LAAS shall have the right to use such Feedback without restriction or compensation to Client.

5. CLIENT OBLIGATIONS AND RESPONSIBILITIES

5.1 Event Planning. Client shall provide ELOCKERS/LAAS with a projected annual event schedule, including anticipated event dates, expected attendance and estimated locker utilization requirements.

5.2 Venue Preparation. Client shall:
(a) Prepare a suitable footprint for locker placement, ensuring indoor or covered placement to prevent weather damage;
(b) Provide stable, level ground for locker stability;
(c) Provide venue layouts and foundation information at least three (3) months before each event;
(d) Ensure compliance with all applicable building codes, safety regulations, and accessibility requirements;
(e) Obtain all necessary permits and authorizations for installation and operation; and
(f) Provide and maintain adequate electrical power, internet connectivity, and other utilities.

5.3 Marketing and Promotion. Client shall use commercially reasonable effort to:
(a) Provide adequate marketing to promote locker services to Authorized Users;
(b) Provide a hyperlink to the branded locker shop in event communications;
(c) Facilitate online pre-sale of lockers starting at least two (2) months before events when applicable;
(d) Allow strategic placement of QR code banners and promotional materials provided by ELOCKERS/LAAS; and
(e) Collaborate with ELOCKERS/LAAS to optimize locker utilization and sales.

5.4 Access and Cooperation. Client shall provide ELOCKERS/LAAS with reasonable access to the Venue for purposes of installing, maintaining, repairing, and removing Licensed Equipment.

5.5 Compliance with Laws. Client shall comply with all applicable laws, regulations, and industry standards related to operation of the Venue and locker services.

6. BAGGAGE AND STORED ITEMS

6.1 Inspection Rights. ELOCKERS/LAAS and Client personnel are authorized to inspect the contents of any locker and may refuse offered baggage without providing reasons.

6.2 Prohibited Items. The following items may not be stored in lockers: (a) hazardous materials, including explosives, firearms, ammunition, chemicals, or flammable liquids; (b) illegal items or contraband; (c) perishable goods; (d) living beings; (e) items that may cause damage; and (f) any other items prohibited by applicable venue policies or law.

6.3 Removal of Prohibited Items. ELOCKERS/LAAS and Client reserve the right to open any locker and remove, relocate, or destroy any prohibited or dangerous items at the User's expense, without liability.

7. LOCKER USAGE AND COLLECTION

7.1 Rental Periods. Locker rental periods shall be as specified at the time of rental. Users must collect stored items during operating hours and before expiration of the rental period.

7.2 Overtime Charges. After the rental period expires, hourly surcharge fees shall apply. Lockers will only be opened once all due fees have been paid in full.

7.3 User Responsibility for Security. Users are responsible for ensuring that locker doors are securely locked.

8. TRANSACTION PROCESSING COSTS

8.1 Client Responsibility. All transactions are processed through the Provider's designated payment platform and credited to an account held in the Client's name within that platform. The total collected funds, minus any amounts owed to the Provider, will be transferred to the Client's bank account. The Provider manages the Client's account within the payment platform and is entitled to offset any amounts due to the Provider against the available balance. The Provider may withhold transfers to the Client until all outstanding claims against the Client have been settled. In the event of credit card chargebacks, the Provider will issue a separate invoice to the Client.

8.2 Gross Revenue Calculation. All payment processing costs shall be deemed included within the Service Fee calculated pursuant to this Agreement. Notwithstanding the foregoing, in the event that actual payment processing costs incurred for any Transaction or period exceed the applicable Service Fee, the Company shall be entitled to invoice the Client for such excess amount. Any such additional charges shall be treated as separate operational expenses payable by the Client and shall not be deducted from Gross Revenue or Net Revenue for purposes of calculating the Revenue Share or any other payment obligations under this Agreement.

9. LIABILITY AND LIMITATIONS

9.1 ELOCKERS/LAAS Liability Scope. ELOCKERS/LAAS is liable for damage to or loss of items stored in a locker only to the extent that such damage or loss is directly caused by malfunction of the locker and is not covered by insurance maintained by the User or Client.

9.2 Maximum Liability Cap. ELOCKERS/LAAS's total liability for damage to or loss of stored items shall in no event exceed five hundred dollars (USD 500) per locker. Any claim for loss or damage must be supported by the original purchase receipt or other verifiable documentary proof of the item's value.

9.3 Stolen Items. Neither ELOCKERS/LAAS nor Client shall be liable for theft of items from lockers except in cases of gross negligence or willful misconduct.

9.4 General Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM: (a) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (b) BREACH OF CONFIDENTIALITY OBLIGATIONS; (c) INDEMNIFICATION OBLIGATIONS; OR (d) PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY A PARTY'S NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THESE GENERAL TERMS OR ANY SERVICE AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT TO ELOCKERS/LAAS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9.5 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR REPUTATIONAL HARM.

10. DAMAGE REPORTING AND CLAIMS

10.1 Immediate Notification. In the event of damage to or loss of stored items, the affected party must immediately notify ELOCKERS/LAAS via the designated support channel.

10.2 Written Notice Requirement. The affected party must provide written notice to ELOCKERS/LAAS within forty-eight (48) hours of discovering the damage or loss, including detailed description, inventory, estimated value, and supporting documentation.

10.3 Investigation and Settlement. ELOCKERS/LAAS shall investigate all claims and, if valid, damage compensation shall be paid within eight (8) weeks after final determination.

11. WARRANTIES AND DISCLAIMERS

11.1 Limited Equipment Warranty. ELOCKERS/LAAS warrants that the Licensed Equipment, when delivered and properly installed, shall be free from material defects in materials and workmanship and operate substantially in accordance with ELOCKERS/LAAS's published technical specifications. A maintenance rate of up to ten percent (10%) of the total deployed lockers is considered acceptable for the purposes of this warranty.

11.2 Platform Warranty. ELOCKERS/LAAS warrants that the Platform shall operate substantially in accordance with its published specifications and be available at least ninety-nine percent (99%) of the time during any calendar month. Scheduled maintenance may occur from time to time, ELOCKERS/LAAS shall provide Client with timely notice in advance of any planned maintenance windows that may affect availability.

11.3 Client Acknowledgments. Client acknowledges that ELOCKERS/LAAS does not warrant compliance with all safety codes or legal requirements in any specific jurisdiction. Client is solely responsible for ensuring such compliance.

11.4 Warranty Remedies. Upon receipt of a valid warranty claim, ELOCKERS/LAAS shall, at its sole option: (a) repair the defective equipment; (b) replace the defective equipment; or (c) reimburse Client for reasonable repair or replacement costs.

11.5 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ARTICLE 10, ELOCKERS/LAAS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ELOCKERS/LAAS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11.6 Warranty Period Cross-Reference.The warranty periods and remedies set forth in this Article 10 are incorporated into and made part of all Service Agreements. Any warranty periods specified in a Service Agreement shall supersede the warranty periods set forth herein to the extent expressly stated in such Service Agreement.

12. INDEMNIFICATION

12.1 ELOCKERS/LAAS Indemnification. ELOCKERS/LAAS shall defend, indemnify, and hold harmless Client from third-party claims arising from: (a) ELOCKERS/LAAS's gross negligence or willful misconduct; (b) infringement of third-party intellectual property rights by the Platform or Licensed Equipment; or (c) personal injury or property damage caused by defects in the Licensed Equipment attributable to ELOCKERS/LAAS's design or manufacture.

12.2 Client Indemnification. Client shall defend, indemnify, and hold harmless ELOCKERS/LAAS from third-party claims arising from: (a) Client's use of the Platform or Licensed Equipment in violation of these General Terms; (b) Client's failure to comply with applicable laws or safety requirements; (c) unauthorized modifications to the Licensed Equipment; or (d) personal injury or property damage occurring at the Venue, except to the extent caused by ELOCKERS/LAAS's gross negligence or willful misconduct.

12.3 Indemnification Procedures. The indemnified party shall provide prompt written notice of any claim and cooperate reasonably in the defense.

13. INSURANCE

13.1 Client Insurance Requirements. Client shall maintain in full force and effect: (a) commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate; (b) property insurance covering potential damage to ELOCKERS/LAAS's Licensed Equipment; and (c) workers' compensation insurance as required by law.

13.2 ELOCKERS/LAAS Insurance. ELOCKERS/LAAS shall maintain commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate.

13.3 Additional Insured. Each Party's insurance policies (other than workers' compensation) shall name the other Party as an additional insured.

13.4 Certificates of Insurance. Each Party shall, upon request, furnish certificates of insurance evidencing the required coverage.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1 Confidentiality Obligations. Each Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the disclosing Party's prior written consent; (c) use Confidential Information only for purposes of performing its obligations; and (d) protect Confidential Information using reasonable care.

14.2 Duration. The confidentiality obligations shall survive termination for three (3) years, except that trade secrets shall be protected for as long as they remain trade secrets under applicable law.

14.3 Personal Data Protection. To the extent either Party processes personal data, such Party shall comply with all applicable data protection and privacy laws, including GDPR and CCPA where applicable.

15. EQUIPMENT OWNERSHIP AND SECURITY INTERESTS

15.1 Title and Ownership. The Licensed Equipment and Platform remain the sole and exclusive property of ELOCKERS/LAAS. Client has no ownership interest in any ELOCKERS/LAAS property.

15.2 Non-Fixture Status. The Licensed Equipment shall not be deemed fixtures or part of the real property of the Venue and shall at all times remain personal property of ELOCKERS/LAAS.

15.3 Security Interest. Client grants ELOCKERS/LAAS a first-priority security interest in Client's interest (if any) in the Licensed Equipment. Client authorizes ELOCKERS/LAAS to file UCC financing statements to perfect such security interest.

15.4 Protection from Liens. Client shall keep the Licensed Equipment free from all liens, security interests, and encumbrances of third parties.

16. SUSPENSION AND TERMINATION RIGHTS

16.1 Suspension for Non-Payment. If Client fails to pay any undisputed amounts when due, ELOCKERS/LAAS may, upon five (5) days' written notice, suspend services until all outstanding amounts are paid in full.

16.2 Termination for Material Breach. Either Party may terminate the Service Agreement if the other Party commits a material breach and fails to cure within sixty (60) days after written notice.

16.3 Termination for Insolvency. Either Party may terminate immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, or undergoes similar proceedings.

16.4 Effect of Termination. Upon termination: (a) all licenses terminate immediately; (b) Client shall cease all use of the Platform and Licensed Equipment; (c) all payment obligations accrued prior to termination remain due; and (d) ELOCKERS/LAAS shall have the right to remove the Licensed Equipment.

17. EQUIPMENT REMOVAL AND RESTORATION

17.1 ELOCKERS/LAAS Removal Rights. Upon termination, ELOCKERS/LAAS shall have the right to remove all Licensed Equipment within thirty (30) days.

17.2 Client Cooperation. Client shall provide reasonable access to facilitate removal and shall not interfere with removal activities.

17.3 Removal Costs. All removal costs shall be borne by ELOCKERS/LAAS, unless removal is necessitated by Client's material breach.

18. TAXES

18.1 Exclusive of Taxes. All amounts payable are exclusive of all taxes, duties, and similar governmental assessments.

18.2 Tax Responsibility. Each Party shall be responsible for all taxes imposed on its income, property, and employees. Client shall be responsible for sales, use, and similar transaction-based taxes assessed on locker rental fees.

19. DISPUTE RESOLUTION

19.1 Informal Resolution. Before initiating formal dispute resolution, the Parties shall attempt in good faith to resolve any dispute through negotiation between senior executives.

19.2 Governing Law. Unless expressly specified otherwise in the Service Agreement, these General Terms and all Service Agreements shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles.

19.3 Jurisdiction and Venue. Unless expressly specified otherwise in the Service Agreement, any legal action arising out of or relating to these General Terms or any Service Agreement shall be brought exclusively in the state and federal courts of competent jurisdiction located in Wilmington, Delaware. Each Party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue in such courts.

19.4 JURY TRIAL WAIVER. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE GENERAL TERMS OR ANY SERVICE AGREEMENT.

20. GENERAL PROVISIONS

20.1 Entire Agreement. These General Terms, together with the applicable Service Agreement, constitute the entire agreement between the Parties and supersede all prior agreements and understandings.

20.2 Amendments. No modification shall be effective unless in writing and signed by authorized representatives of both Parties.

20.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except: (a) to an affiliate; (b) in connection with a merger, acquisition, or sale of substantially all assets; or (c) as part of a financing transaction.

20.4 Change of Control. In the event of a change of control of either Party (including but not limited to merger, acquisition, sale of substantially all assets, or change in majority ownership), this Agreement shall continue in full force and effect and shall be binding upon and insure to the benefit of the successor entity. The Party undergoing a change of control shall provide written notice to the other Party within thirty (30) days of such change of control.

20.5 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, or employment relationship.

20.6 Severability. If any provision is held invalid or unenforceable, such provision shall be modified to accomplish its objectives to the fullest extent permitted by law, and all other provisions shall remain in full force and effect.

20.7 Waiver. No failure or delay in exercising any right shall operate as a waiver thereof. No waiver shall be effective unless in writing.

20.8 Notices. All notices shall be in writing and delivered by personal delivery, certified mail, overnight courier, or email with confirmation of receipt.

20.8 Force Majeure. Neither Party shall be liable for delays or failures in performance resulting from Force Majeure events.

20.9 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Electronic signatures shall have the same legal effect as original signatures.

20.10 Survival. Provisions that by their nature should survive termination shall survive, including provisions relating to ownership, intellectual property, confidentiality, payment obligations, indemnification, and limitation of liability.

20.11 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

20.12 Injunctive Relief. Each Party acknowledges that breach may cause irreparable harm and that either Party shall be entitled to seek injunctive relief without proving actual damages or posting bond.

ACKNOWLEDGMENT

BY ENTERING INTO A SERVICE AGREEMENT THAT INCORPORATES THESE GENERAL TERMS, CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE GENERAL TERMS IN THEIR ENTIRETY.

END OF GENERAL TERMS AND CONDITIONS