GENERAL CONDITIONS OF SALE ZIGGO DOME

AMSTERDAM MUSIC DOME EXPLOITATIE B.V.

§1 GENERAL PROVISIONS

[P.1]

The "General Provisions" paragraph applies to all offers (quotations) and agreements from AMDE relating to the lease and/or use of areas and/or use of hospitality and/or catering services from AMDE in the ZIGGO DOME.

In addition to the provisions of this paragraph, the provisions in paragraphs 2, 3 and/or 4 may apply. In the event of conflict between a provision of the General Provisions and a provision in the additional paragraph, the latter will prevail.

The applicability of any general conditions of the Client is hereby specifically rejected.

§2 LEASE AREAS IN THE ZIGGO DOME

[P. 4]

The paragraph "Lease Areas in the Ziggo Dome" applies to all offers (quotations) and agreements of AMDE relating to the lease of areas in the ZIGGO DOME.

§3 EXCLUSIVE USE PARTNER UNIT AND OTHER AREAS ON THE LIVE AVENUE [P. 6]

The paragraph "Exclusive Use Partner Unit and other areas on the Live Avenue" applies to all offers (quotations) and agreements of AMDE relating to the use of areas on the LIVE AVENUE.

§4 HOSPITALITY AND CATERING SERVICES [P. 7]

The paragraph "Hospitality and Catering services" applies to all offers (quotations) and agreements of AMDE relating to the use of hospitality and/or catering services of AMDE in the ZIGGO DOME.

DEFINITIONS

The terms used in these General Conditions of Sale have the following meaning:

- A. <u>AMDE</u>: the Amsterdam Music Dome Exploitatie B.V., operator of the Ziggo Dome.
- B. <u>Private Event</u>: An Event for which no admission tickets are offered for sale to the public, or for which admission tickets are offered for sale subject to certain restrictions.
- C. <u>Business Partners</u>: Business Partners of AMDE which all have special use, delivery, and publicity rights.
- D. <u>Company rules</u>: the company rules of Ziggo Dome, to be consulted, among other places, on the website of the Ziggo Dome www.ziggodome.nl under Company Rules.
- E. <u>Client</u>: the lessee or user of the Area in the Ziggo Dome and/or party contracted for the catering and/or hospitality services to be delivered by AMDE.
- F. <u>Live Avenue</u>: exclusive area within the Ziggo Dome with catering facilities that is not open to the general public.

- G. <u>Public Event</u>: An Event for which admission tickets are offered for sale to the public without certain restrictions being applicable.
- H. <u>Partner Unit</u>: an area situated on the Live Avenue that is exclusively accessible to a user and his guests.
- Area: an area in the Ziggo Dome, including also every area on the Live Avenue, that is used or leased on the basis of an agreement.
- J. <u>Event</u>: a private or public meeting in the Ziggo Dome that is organised by an organiser.
- K. <u>Admission ticket</u>: proof of admission with which access to the Ziggo Dome (including the Partner Unit and Live Avenue) is granted during a Public Event.
- L. <u>Ziggo Dome</u>: the event hall and adjacent front building situated at Holterbergweg 3, Amsterdam, as is sufficiently known.

§1 GENERAL PROVISIONS

1. Offer and agreement

1.1 All offers (quotations) from AMDE are without obligations, in the sense that they are not binding to AMDE.

2. Company rules AMDE

2.1 The Company Rules of AMDE apply at all times in the Ziggo Dome. The Client is familiar and agrees with the Company Rules, and will strictly comply with these rules.

3. General conditions organiser

3.1 If the use or lease of areas or services in the Ziggo Dome takes place with regard to an Event, the Client and his visitors or guests must be in the possession of a valid admission ticket, for which the general and special (ticket) conditions (may) apply that are used by the organiser of an event.

4. Visitors of Client

- 4.1 The Client will arrange for and guarantees AMDE that all its visitors, including but not limited to its guest, comply with the provisions in the applicable paragraphs of these General Conditions of Sale and the applicable conditions as stated in article 2.1 and 3.1.
- 4.2 If services by AMDE with regard to the use or lease, and the compensation thereof, are based on the number of visitors, or guests, of Client, including but not limited to hospitality or catering services, the number of visitors or guests as indicated by the Client in the offer/agreement will be binding. Any changes can be passed on to AMDE in writing

(including e-mail) no later than five (5) days prior to the date of the lease or use. After this term, any changes can no longer result in a decrease of the compensation as agreed in the offer/agreement.

5. Designated persons AMDE and subcontracting

- 5.1 If so required for a correct execution of tasks, the persons engaged or designated by AMDE, where on duty, will at all times have access to the Area.
- 5.2 AMDE is entitled to partially or entirely subcontract the delivery of services to be performed under the agreement to one or more third parties.
- 5.3 If AMDE involves one or more third parties in the delivery of the services, Section 6:76 CC does not apply. Any liability of AMDE based on Sections 6:170 and/or 6:171 and or 6:172 CC is excluded, unless the damage is the result of intent or deliberate recklessness on the part of the management of AMDE.

6. Payment conditions AMDE

- 6.1 If the Client does not make use of the Area and/or service during the agreed period, the Client will nevertheless owe the agreed compensation.
- 6.2 Cleaning services from ADME relating to the use of the Area and/or service are additional and based on actual costs and invoiced afterwards to the Client, unless otherwise agreed.
- 6.3 If the agreed term is exceeded, AMDE will have the right to invoice all resulting costs to the Client, including (but not limited to) the personnel costs, according to the regular rates of AMDE.
- 6.4 Unless otherwise agreed in writing, Client is obligated to pay to AMDE the invoice within 10 days of its date, either by deposit or transfer to a bank account as indicated by AMDE. Client is not entitled to suspension, discount, deduction or setoff a claim Client has or thinks to have on AMDE. Upon exceeding any payment term, AMDE has the right to charge Client an interest of 2% per month over the amounts owed counting from the due date of the invoice.
- 6.5 All payment terms determined by AMDE and mentioned in the agreement or otherwise are subject to notice of default. In the event of failure to pay in time and/or in full, the Client will be in default by operation of law and AMDE will have the right to terminate the agreement effective immediately and out-of-court and keep already made payments as compensation, without prejudice to the right of AMDE to claim compensation. For such a

- case, Parties hereby agree that said compensation will at least equal the agreed compensation, plus the additional costs such as included in the offer/agreement, including but not limited to any agreed costs for memberships, hospitality and/or catering. In such case, AMDE is also entitled to turn the collection of the amounts owed by the Client over and charge the Client for all extrajudicial costs, with a minimum of 10% of the amount owed.
- 6.6 Payments made by the Client during the period of being in default, will first be applied to pay the (extra)judicial costs and the agreed interest owed as under article 6.5, and then to the principal sum, even if the Client intends another use for the payment.

7. Cancellation charges

7.1 Upon cancellation of the lease or the use of the Area, the Client owes AMDE – depending on the moment the cancellation takes place – compensation in accordance with the following percentages:

1 month in advance:

- 0% of the agreed compensation + the costs owed by Client as included in the offer/agreement.
- < 1 month but > than 2 weeks in advance:
- 25 % of the agreed compensation + the costs owed by Client as included in the offer/agreement.
- < 2 weeks but > 24 hours in advance:
- 50 % of the agreed compensation + the costs owed by Client as included in the offer/agreement.
- < 24 hours in advance:
- 100 % of the agreed compensation + the costs owed by Client as included in the offer/agreement.

8. Liability AMDE

- 8.1 The total liability of AMDE for attributable failure in the performance of the agreement is limited to compensation for direct loss, provided that this liability is at all times limited to the invoice value of the performance, that caused the loss. 'Direct loss' as referred to in this article 8.1 is understood to mean exclusively:
 - (i) the reasonable costs the Client would have to make in order to have the performance of AMDE comply with the agreement. This loss will, however, not be compensated if the Client has terminated the agreement;
 - (ii) reasonable costs made to assess the cause and extent of the loss, in so far as the



- assessment relates to the direct loss as defined in these conditions:
- (iii) reasonable costs, made to prevent or limit the loss, in so far as the Client shows that these costs have led to limiting the direct loss as defined in these conditions.
- 8.2 Liability of AMDE for indirect loss, including consequential loss, loss of profits, lost savings, and loss due to business interruption, is excluded.
- 8.3 The total liability of AMDE for loss other than based on attributable failure is limited to the invoice amount of the performance, that caused the loss, and, in so far as the invoice value of the performance would be higher, this liability is at all times limited to the amount that would be paid out under the third-party liability insurance of AMDE.
- 8.4 AMDE is not liable for loss, theft, missing or damage to goods of the Client or third parties or harm to persons that are in the Ziggo Dome in connection with the lease or use. The Client indemnifies AMDE against any claims of third parties in this matter.
- 8.5 AMDE reserves the right to remove any goods from the Client or its visitors or guests that have been left behind, without AMDE being liable in this regard for loss or damage.
- 8.6 AMDE is not liable for any consequence of visible or invisible defects to the Area nor for damage caused by fire, weather, flow or failure of gas, oil, water and/or electricity. The Client indemnifies AMDE against any claims from third parties to this effect.
- 8.7 AMDE is, in the event of force majeure in the broadest sense of the word on the part of AMDE - including in any case one or more of the following circumstances: illness of, incapacity for work of, or failure by the artist(s) to meet the obligations, failure by (other) parties of AMDE to meet their obligations, government measures, transport difficulties, fire, strike, work interruption, epidemic, closing of the Ziggo Dome for security reasons, unreachability or inaccessibility of the Ziggo Dome, riot, circumstances of war or (threat of) a terrorist attack, national mourning due to the death of a member of the royal family or government, extreme weather, and all other circumstances beyond the control of AMDE towards the Client not liable for any damage and/or loss that may be the result of a force majeure situation.
- 8.8 The Client will indemnify AMDE against any claims from third parties with regard to damage and/or loss for which the Client is liable under these General Conditions of Sale. The Client will compensate AMDE for any damage, including any legal costs made by

- AMDE, that may be the result of any third-party claims.
- 8.9 Except for the obligation included in the previous paragraphs, AMDE is not bound to pay any damages or compensation and will be entirely discharged in this respect.

9. VAT

- 9.1 All amounts in the agreement and annexes are excluding turnover tax.
- P.2. For the collection of the turnover tax, parties consider this agreement as any other activity than lease as described in paragraph 7.2 of the Sales Tax decision Delivery and lease of immovable property of 19 September 2013 (BLKB2013/1686M). Thus, the Client owes turnover tax on the agreed compensation. The Client must pay this turnover tax together with the terms of the agreed compensation and additional costs.
- 9.3 In case this agreement cannot be considered as another activity as described above, parties agree that AMDE will invoice the Client for turnover tax. Article 6a of the Turnover Tax (Implementation) Decree 1968 is hereby invoked. The Client must pay this turnover tax together with the terms of the agreed compensation and the additional costs. By signing the agreement, the Client declares to use the Area for activities for which there is a full or nearly full right of deduction of VAT. The Client is obligated to provide AMDE the start date of the fiscal year of the Client, prior to the period of use.

10. Complaints

10.1 The Client must immediately after discovery inform AMDE of any complaint about the Area or the services provided by AMDE and confirm it in writing within at least one (1) workday. If the Client fails to do so, then AMDE is deemed to have complied with its obligations in this respect. Further, AMDE is deemed to have complied with all its obligations if any written complaint has not been submitted within eight (8) days after the end of the period.

11. Termination

- 11.1 AMDE will have the right to entirely or partially terminate the agreement with the Client, without further notice of default or court intervention being required, or at its own discretion suspend further execution of the agreement if:
 - a. the Client fails to meet any obligation, which may ensue from the agreement;
 - b. the Client is declared insolvent and/or has filed a winding-up petition;



- c. the Client applies for a moratorium;
- d. the Client is placed under guardianship or dies:
- e. the legal entity of the Client is dissolved, or the company of the Client is wound up.

12. Confidentiality

12.1 All information provided must be treated confidentially by the Client and must not be communicated to any third parties without permission from AMDE.

13. Nullity

13.1 The nullity of any provision of the agreement between parties and these entire General Conditions of Sale does not affect the validity of the other provisions of the agreement or the conditions. In case of nullity of any provision, parties will enter into a further agreement with regard to the subject of the provision concerned which approaches the parties' intention as closely as possible.

14. Applicable law and competent court

- 14.1 In all cases not provided for in these General Conditions of Sale, AMDE decides whereby the interests of the Client are taken into account in all reasonableness.
- 14.2 The agreement is governed by Dutch law.
- 14.3 Any disputes between parties in connection with the agreement will be settled exclusively by the competent court in Amsterdam.

§2 LEASE AREAS IN THE ZIGGO DOME

15. Public event during lease period

- 15.1 The Client is aware that the Ziggo Dome is primarily intended for large scale public events. If AMDE has the opportunity to lease the Ziggo Dome to a third party for a large scale public event for a period that (entirely or partially) coincides with the lease period of the Client, then AMDE will have the right to cancel the lease, without being obligated towards the Client to pay any compensation for damage and/or costs. The Client indemnifies AMDE against any claims from third parties in this respect. If a case as referred to in this article should arise, AMDE will inform the Client thereof as soon as possible.
- 15.2 If the Client uses the Area on a day on which a Public Event takes place in the Ziggo Dome, then the Client will cause as little nuisance as possible for parties working in the Ziggo Dome. The Client is bound to immediately follow any instructions issued by AMDE.

16. Leased area

16.1 To the lease belong exclusively those Area(s) that are specified in the agreement and any accompanying annexes and the installations and facilities present in the Area as agreed.

17. Use of Area

- 17.1 Without prior written permission from AMDE, the Client is not allowed to use the Area for any other purpose than described in the agreement.
- 17.2 The Client is obliged to immediately follow any instructions issued by AMDE with regard to the use of the Area.
- 17.3 Client is not allowed to:
 - a) entirely or partially sublease the Area or give the Area in use by a third party;
 - b) make any alterations or addition to the Area or its furnishings and equipment, without permission from AMDE;
 - c) remove or cover any advertising from the partners of AMDE inside or outside the Area without permission from AMDE;
 - d) place any objects inside the Area or its direct vicinity or affix any items to the floor, walls, ceilings, or parts of the furnishings;
 - e) use the Area in such a manner that nuisance is caused to the users of the adjacent rooms or areas or its surroundings; and
 - f) act in and in the vicinity of the Area contrary to the fire safety concept applicable to the Ziggo Dome (at the exclusive discretion of AMDE).
- 17.4 The operation of the technical equipment of AMDE, and entering so-called service areas, is exclusively done by personnel of AMDE or third parties engaged by AMDE. Use of any equipment not belonging to AMDE can only be done after consultation with and permission from AMDE and is for the Client's own risk and responsibility. The Client is liable for any damage to the equipment of AMDE as the result of incorrect operation or connection of equipment by the Client, the costs hereof will be invoiced to the Client.
- 17.5 Written permission from AMDE is required for the building of stands, exhibitions and such. Allocation of area(s) is done by AMDE. Requests thereto must be submitted to AMDE no more than 10 (ten) workdays prior to the lease period.
- 17.6 The Client is obligated to use the Area is such a manner that no law, ordinance, permit or any other government regulation is violated and that there is no danger that any government license will or can be revoked, to the exclusive assessment by AMDE.



- 17.7 The Client will strictly and fully observe the Tobacco Act, including but not limited to the articles in §5 regarding the smoking ban and the advertising ban as put down in article 5, and all accompanying decisions relating to the smoking ban in the Area and supervise its observance by its personnel, suppliers, and visitors. The Client is liable for the damage to AMDE as a result of violations of the Tobacco Act noted during the lease period. Further, the Client is liable for any fines imposed by the Netherlands Food and Consumer Product Safety Authority. For each violation of the foregoing, the Client will pay a directly claimable fine of €5,000 for the benefit of AMDE, without prejudice to the additional right of MADE to demand compliance from the customer and/or compensation of loss suffered.
- 17.8 The Client observes the STIVA (Campaign for Sensible Drinking) Code and the Licensing and Catering Act (2013).
- 17.9 The use and furnishing of the Area by the Client must be done in accordance with the regulations issued by the Municipality Amsterdam, urban district Zuidoost, the fire service, the police and/or other authorities.

18. Rights Business Partners AMDE

18.1 The partners of the Ziggo Dome (including, but not limited to sponsors, concession holders, suppliers) all have special use, delivery and communication rights, which rights must be honoured by the Client. This means, among other things, that no other products may be used that those carried by the sponsors, and no conflicting advertising and sponsoring is allowed, unless prior written permission is granted by AMDE and the partner concerned.

19. Safety (registration, security, calamities)

- 19.1 The Client is obliged to register all persons having access to the Area on behalf of the Client, in order to prevent that the maximum allowed number of people to the Area is exceeded. Client will submit this information to AMDE.
- 19.2 The Client is obliged to arrange for adequate security for its event and is hereto bound to exclusively engage one of the security companies indicated by AMDE.
- 19.3 AMDE has, at all times, the right to, for reasons of a (pending) calamity, respectively (pending) disturbances, vacate the Area and remove or have removed all persons and/or goods present from the Area, or disallow entry thereto. AMDE is not liable for any costs and damage, that may ensue from this for the

Client. The Client indemnifies AMDE against any third-party claims in this respect.

20. Delivery and time of delivery

- 20.1 Unless otherwise made known to AMDE by the Client in writing before the start of the lease period, the Client declares to have received the Area in good condition. At the end of the lease period, or at any rate on the agreed time, the Client will deliver the Area to AMDE broom clean and in the original state.
- 20.2 If the Client exceeds the time of delivery as determined in article 20.1, AMDE will have the right to (arrange for) the (excessive) cleaning, or removal, or transport, or replacement of damaged or missing items. Any costs involved, including AMDE's own personnel costs, will be owed by the Client to AMDE and will be paid by the Client to AMDE within five (5) workdays after the date of the invoice from AMDE.
- 20.3 If the Client exceeds the time of delivery as determined in article 20.1, the Client will be liable for any ensuing damage and/or loss for AMDE.

21. Sound level

21.1 The Client must take all necessary measures to prevent direct and indirect nuisance for neighbours. The exterior doors of the Area must remain closed during the event of the Client to prevent sound pollution. The Client must further keep a maximum sound level of 103 dB(A) for its visitors. Sound level is the LAeq level in dB(A) measured over a period of 15 minutes at the mixer on a height of 2 meter above the floor. Upon exceeding the previous, the Client will pay a directly claimable fine of €15,000 for the benefit of AMDE, without prejudice to the additional right of MADE to demand compliance from the customer and/or compensation of loss suffered.

22. Compensation Buma etc.

22.1 Any compensation due regarding Buma (Dutch Performance Rights Organization,) SENA (Foundation for the Exploitation of Neighbouring Rights), costs for advertising, advertisements and other costs and taxes relating to the Event of the Client, are for the account of the Client.

23. Suppliers and personnel of the Client

23.1 The Client guarantees that its personnel that perform work in the Area in the employment of or on behalf of Client, work safely in accordance with legislation and regulations. AMDE has the right to obligate Client to appoint a safety coordinator in this respect.



- AMDE has, at all times, the right to give instructions with relation to complying with safety measures.
- 23.2 The Client makes sure that all its personnel, and the personnel engaged by suppliers, are in the possession of a valid ID during work in the Area. The Client further sees to it that all above mentioned personnel, if applicable, are in the possession of a Dutch work permit.

24. Liability of the Client and insurance

- 24.1 The Client is liable towards AMDE for any damage by whatever cause on the occasion of or in connection with the lease caused by invitees or personnel from the Client to (i) AMDE, (other) visitors or personnel from AMDE and their goods, and (ii) the Area and furniture and equipment and any (other) goods present in the Area. AMDE has the right to appoint an independent third-party expert to have such damage assessed after any damage has been caused.
- 24.2 The building in which the Area is located, is insured against fire damage. Any increase in this and any other current insurance premiums, that are or become owed due to the manner in which the Client makes use of the Area, must be compensated by the Client to AMDE.
- 24.3 The Client is bound to take out adequate insurance and pay the premiums due, such that any damage and/or loss suffered by AMDE or third parties as a result of the Client's activities, will be covered. The Client also guarantees AMDE that the suppliers engaged by Client are adequately insured. The Client will submit the insurance policy to AMDE upon request.

§3 EXCLUSIVE USE PARTNER UNIT AND OTHER AREAS ON THE LIVE AVENUE

25. Area Live Avenue

25.1 Area(s) for use are exclusively those area(s) that are specified in the agreement and any accompanying annexes.

26. Access Live Avenue

- 26.1 The Live Avenue is exclusively accessible during Public Events. The Live Avenue is not accessible during Private Events or on days on which no Event takes place.
- 26.2 The Live Avenue is only accessible for persons who are in the possession of a valid Admission Ticket. The Live Avenue is accessible through the entrance indicated on the Admission Ticket in question or through another entrance as indicated by AMDE, and from the time

- indicated by AMDE, as stated on the Admission Ticket or accompanying documents.
- 26.3 AMDE reserves the right to verify whether the Client and its guests have a valid Admission Ticket. For this purpose, they have access to the Area on the Live Avenue.
- 26.4 Persons under 18 are exclusively allowed entrance to the Live Avenue when accompanied by an adult. Visitors under 18 are not allowed entrance to night events.

27. Use Area Live Avenue - General

- 27.1 The Client and its guests will use the Area for no other purpose than normal recreational activities.
- 27.2 The Area must be used without nuisance or hindrance to other visitors of the Ziggo Dome.
- 27.3 The visitors of the Area, including the Client and its guests, are not entitled to bring any items or goods inside as described in the Company Rules. Furthermore, the Client or any other visitor is not allowed to bring audio equipment.
- 27.4 The Client is obliged to immediately follow each instruction from AMDE with regard to the use of the Area.

28. Use Area Live Avenue - Partner Unit

- 26.5 During certain Events, as indicated by AMDE, it is not allowed to consume drinks or food or make use of glassware.
- 26.6 During Events allocated by AMDE, all lighting and all screens in the Partner Unit must be turned off.
- 26.7 Without prior permission from AMDE, the Client is not allowed to advertise either inside the Partner Unit (e.g. by making use of the screens present in the Unit) or outside.

29. Means of payment Live Avenue

29.1 Payments on the Live Avenue can exclusively be made by means of payment as instructed by AMDE (such as e.g. consumption tokens or payment card. The Client arranges for its guests to be in the possession of this means of payment. Requests for derivations and special requirements are submitted to AMDE.

30. Rights Business Partners AMDE

30.1 The Client will, at all times, respect the rights of the Business Partners, which all have special use, delivery, and publicity rights, and the members of Ziggo Dome.

31. Liability of the Client

31.1 The Client is liable for any and all damage that it or each visitor to the Area, including its guests, causes in connection with the use of the



Area. The Client also indemnifies AMDE for any and all claims from third parties in the respect.

32. Cleaning services Partner Unit

32.1 In so far as it concerns excessive cleaning (not being regular cleaning), the costs thereof are passed on to the Client. Cleaning services are executed by companies designated by AMDE. These costs are charged against the current rates and based on actual costs and invoiced afterwards to the Client. AMDE will send the Client an invoice within 30 days after the end of the Event in question, accompanied by a specification of the costs.

General Conditions of Sale – in the event of cancellation:

- > 2 weeks in advance:
- 0% of the costs owing as included in offer/agreement.
- < 2 weeks but > 5 days in advance:
- 50 % of the costs owing as included in offer/agreement.
- < 5 days in advance:
- 100 % of the costs owing as included in offer/agreement.

§4 HOSPITALITY AND CATERING SERVICES

33. Hospitality and catering services AMDE

- 33.1 AMDE is with the exclusion of any other, entitled to (arrange for) selling of drinks, food, and other products (non-food) in the Ziggo Dome.
- 33.2 AMDE has the right to (entirely or partially) outsource the hospitality and catering services to one of its Preferred Supplier Caterers (PSC).

34. Hospitality services

34.1 AMDE will make an effort, within reasonable possibilities, to meet the Client's wishes. To this end, AMDE will engaged all the knowledgeable staff as deemed necessary.

35. Costs and payment services

- 35.1 The costs for use of hospitality and catering services are unless otherwise agreed calculated based on buying out and invoiced to the Client. These costs are (if there is also use or lease of an Area) additional. AMDE will send the Client an invoice and specification within 30 days after the end of the Event in question.
- 35.2 AMDE has the right, prior to the use of the services, to invoice the Client for an advance payment on above mentioned costs.
- 35.3 If final invoicing is based on actual costs, the Client has paid an advance, and this amount is higher than the final costs, then AMDE will refund Client the surplus invoiced within 30 days after determination thereof.

36. Cancellation fee Hospitality and catering services

36.1 If the Client uses hospitality and/or catering services without also leasing or using an Area, the following cancellation provisions apply contrary to the provision of article 7 of these