

GENERAL TERMS AND CONDITIONS DIGITAL ADVERTISING
AMSTERDAM MUSIC DOME EXPLOITATIE B.V.

Article 1 – Applicability

- 1.1 These general terms and conditions apply to any and all offers by third parties (hereinafter referred to as: "the other party") to Amsterdam Music Dome Exploitatie B.V. (hereinafter referred to as: "AMDE") or by AMDE to the other party and to any and all agreements with the other party that relate to (advertising) space to be made available by AMDE to the other party (including space on the digital screens c.q. advertising displays such as the LED facade, MESH and narrowcasting of the Ziggo Dome event location operated by AMDE and located at Holterbergweg 3 (1101 CE) in Amsterdam, hereinafter referred to as: "Advertisement Displays") for the display of advertisements, unless otherwise expressly agreed in writing between parties.
- 1.2 The applicability of any general terms and conditions of the other party is expressly rejected.
- 1.3 AMDE is authorized at any time to unilaterally modify these general terms and conditions

Article 2 – Conclusion of agreement

- 2.1 Any offer or quotation by AMDE is without obligation, does not bind AMDE and does not apply to a follow-up order or agreement, unless otherwise agreed in writing.
- 2.2 An agreement does not come into effect until a written order confirmation is given by AMDE to the other party.

Article 3 – Term of the agreement

- 3.1 An agreement between Parties is entered into for a definite period. The term will then be included in the agreement.

- 3.2 The agreement cannot be terminated early by either party and ends after expiry of the agreed period by operation of law, unless otherwise agreed in writing and subject to the cancellation or termination grounds as provided in article 12.

Article 4 – Invoicing and payment

- 4.1 Unless otherwise provided in the agreement, AMDE will invoice the lump-sum amount payable by the other party in advance.
- 4.2 Payment of the amount payable by the other party to AMDE must be made by transfer of the amount payable to the bank account to be indicated by AMDE and, unless otherwise agreed, in Euros. If no other term has been agreed, the transfer must take place within 10 (ten) days of the invoice date. The other party waives the right to set off a debt to AMDE or to demand suspension. AMDE shall be entitled to set off any claim it has against the other party or its affiliates, for whatever reason, against any debt of AMDE or its affiliates, for whatever reason, to the other party.
- 4.3 In the event of late payment, the other party shall be legally in default and AMDE shall be entitled to terminate, cancel or suspend the agreement with immediate effect and without judicial intervention, without AMDE being obliged to compensate the other party for damages or otherwise and without prejudice to AMDE's right to claim damages, in which case the damage suffered by AMDE shall be at least equal to the agreed invoice price. Any payments already made shall therefore be retained by AMDE as compensation, without prejudice to AMDE's right to claim additional compensation. Interest of 2% per month shall be payable on the outstanding amount, whereby a part of the month shall count as a full month. Furthermore, all costs, both judicial and extrajudicial, which AMDE has to incur to collect that which the other party has wrongfully failed to pay, shall be for the account of the other party.
- 4.4 If the financial position or the payment history of the other party gives rise thereto, in the opinion of AMDE, AMDE will have the right to require the other

party to immediately provide (additional) security in such a form as to be determined by AMDE. If the other party fails to provide the required security, AMDE will have the right, without prejudice to its other rights, to immediately suspend the further execution of the Lease Agreement and all that is owed to AMDE by the other party, of whatever nature, is immediately due and payable.

- 4.5 In case of an Agreement with multiple parties, each other party is jointly and severally liable for the payment of the outstanding invoice amount.

Article 5 – Provision of information and advertisement

- 5.1 The other party is obliged to provide (i) all data, information and documents requested by AMDE and (ii) all other data, information and documents that may be important for the assessment of any offer of the other party, the preparation of the agreement or the execution of the agreement, to AMDE fully and correctly without delay. AMDE shall assess the other party's offer and possibly enter into an agreement on this basis. If the aforesaid data, information and documents prove not to have been provided fully or correctly by the other party, the other party shall be in default without any further notice of default and AMDE shall be entitled to terminate, cancel or suspend the agreement with immediate effect and without judicial intervention, without AMDE being obliged to compensate the other party for damages or otherwise and without prejudice to AMDE's right to claim damages, whereby it shall apply that the damage suffered by AMDE in that case shall be at least equal to the agreed invoice price. Any payments already made shall therefore be retained by AMDE as compensation, without prejudice to AMDE's right to claim additional compensation.
- 5.2 The other party shall deliver the advertisement in accordance with the terms and specifications provided by AMDE and within the deadlines set by AMDE. The files of the advertisements will not contain harmful content and will not allow unauthorized access to AMDE's computer systems.

- 5.3 In the event that the other party delivers not well reproducible, incomplete or unsuitable material or in an untimely manner, AMDE will have the right to charge any resulting extra costs to the other party or to suspend placement until the other party has met the prescribed conditions.

Article 6 – Content and form of advertising

- 6.1 The other party is familiar with the fact that restrictions may apply to the outdoor advertising to be conducted by the other party and the other party declares to respect these restrictions as part of the agreement between AMDE and the other party. Such restrictions may ensue from, among other things but not limited to: requirements from the Municipality of Amsterdam or other bodies governed by public law, the advertising design, traffic safety interests and/or signage, nuisance and/or inconvenience, hazardous negligence, construction, relocation, closing or maintenance of roads, or electricity regulations.
- 6.2 The other party is liable for the form and content of the advertising message that will be placed in, on or to the outdoor advertising. The other party guarantees, among other things, that the advertisements:
- will not be contrary to public order and/or morality;
 - will not be contrary to any government decision that is locally valid;
 - will not be contrary to the advertising code and/or any legal provision and/or any rights of any third party;
 - do not have any religious or political meaning;
 - Will not defame persons;
 - Will not be perceived as offensive, confrontational or jarring;
 - Will not infringe the copyright or other intellectual property rights of third parties;
 - are not of such an ideological nature that they are less suitable for the form of outdoor advertising in question;
 - do not infringe the rights or damage the products or services of (business) partners of the Ziggo Dome;
 - meet all reasonable requirements to be set to the form of outdoor advertising in question.

- 6.3 The other party indemnifies AMDE against all claims of third parties and any ensuing damage, legal and other costs, in relation to the content, nature, form, execution, and maintenance of the advertisement or outdoor advertising.
- 6.4 AMDE may take photos and videos of the advertisements displayed by it for or on behalf of the other party and it may reproduce, publish and otherwise use these photos and videos, including - but not limited to - sharing them on social media and through other communication channels (including its newsletter) and promotional materials, for example, notebooks or a lookbook. To this end, the other party grants AMDE a non-exclusive, irrevocable worldwide royalty-free license under its intellectual property rights (including - but not limited to - copyrights, trademark rights, design rights, portrait rights, personality rights, database rights and patent rights) to the advertisements. If and insofar as third parties are entitled to (parts of) the advertisements, the other party grants the aforementioned license (also) on behalf of these third parties.

Article 7 – Maintenance and liability

- 7.1 AMDE will make every effort to carefully maintain the Advertisement Displays. The non (optimal) functioning of one or more Advertisement Displays cannot, however, lead to any liability on the part of AMDE. In the event that there is a major or prolonged malfunction of one or several of the Advertisement Displays, exclusively in the judgment of AMDE, AMDE will offer compensation to the other party in the form of a timeslot that is reasonable and in proportion to the duration of said malfunction.
- 7.2 The display of advertisements may be subject to (brief) interruption or hindrance, in which case the other party cannot hold AMDE liable for any (compensation) and/or costs.
- 7.3 AMDE is not liable towards the other party for any damage as a result of a situation of force majeure as stated in article 8. AMDE shall only be liable for direct damages of the other party if the damages are the direct consequence of a fault of AMDE which can in no way be attributed to the other party.

Apart from this, AMDE shall only be liable for damage resulting from intentional or deliberately reckless acts of (the executives of) AMDE. This shall not include intentional or deliberately reckless acts of subordinates or auxiliary persons of AMDE.

- 7.4 If AMDE, for whatever reason, imputably fails in the performance of its obligation to show the advertisements, AMDE may remedy this failure by showing the advertisements again, showing additional advertisements (including new material), such at the discretion of AMDE, with which AMDE will have adequately fulfilled its obligation to show advertisements. However, AMDE shall in no event be obliged to compensate the other party if AMDE has shown at least 95% of the advertisements that should have been shown according to the agreement. No remedies other than the remedies mentioned in this clause 7.4 shall be available to the other party.
- 7.5 Insofar as AMDE may be liable to the other party on any ground whatsoever for damage directly suffered by the other party, such liability shall at all times be limited to the lowest value of (i) the invoice for the agreed performance or (ii) the amount that would be paid under AMDE's legal liability insurance.
- 7.6 AMDE shall never be liable for damage indirectly suffered by the other party, including consequential damage, loss of profit, missed savings and damage due to business stagnation, except for damage which is the result of intentional or deliberately reckless acts of (the manager of) AMDE. This shall not include intentional or deliberately reckless acts of subordinates or auxiliary persons of AMDE.
- 7.7 AMDE shall only be in default with the fulfilment of any obligation towards the other party, if it does not respond to a written notice of default by the other party and a reasonable period of at least 14 (fourteen) days is thereby set for fulfilment.

7.8 'Direct damage' as referred to in this article 7 shall mean exclusively:

- (i) the reasonable costs which the other party would have to incur to have AMDE's performance comply with the Agreement. However, this damage shall not be compensated if the other party has dissolved the agreement;
- (ii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage in the sense of these Terms and Conditions;
- (iii) reasonable costs incurred to prevent or limit damage, to the extent that the other party demonstrates that these costs led to a limitation of direct damage within the meaning of these terms and conditions.

Article 8 – Force majeure

8.1 Parties are not liable to one another to perform their obligations in the event of force majeure.

8.2 On the part of AMDE, force majeure is understood to mean, in any case:

- (temporary) period of inactivity of the Advertisement Displays due to e.g. electricity failure;
- government measures;
- closing of the Ziggo Dome for safety reasons;
- inaccessibility or inadmissibility of the Ziggo Dome;
- riot, civil commotion, fire in or around the location of the Ziggo Dome.

8.3 Force majeure on the part of the other party, is expressly understood by parties to not include the following circumstances:

- non-performance or untimely performance by any supplier/contracted party or client of the other party;
- personnel shortage, strike, sickness absence, production disruption and fire in the business of the other party;
- unsuitability of or lack of equipment and other matters which are used by the other party for the execution of the agreement;
- conduct of persons employed by the other party for the execution of the agreement;

- failure by the other party to meet government requirements or permit requirements, other standards and guidelines.

8.4 If the other party invokes force majeure against AMDE on any grounds, rightly or wrongly, AMDE shall be entitled to dissolve, terminate or suspend the agreement with immediate effect and without judicial intervention, without AMDE being obliged to compensate the other party for damages or otherwise

Article 9 – Confidentiality

9.1 Each party is bound to absolute confidentiality with regard to any data, information and documents of a confidential nature that it has received from the other party.

Article 10 – Transfer

10.1 The other party is not entitled to transfer its rights, interests and/or obligations under the contract and these general terms and conditions to third parties, except with AMDE's prior written consent.

Article 11 – Partial nullity

11.1 The nullity of any provision of these General Terms and Conditions Digital Advertising does not affect the validity of its other provisions.

Article 12 – Interim termination of the agreement

12.1 Either party to the agreement is entitled to rescind, terminate or suspend the agreement with immediate effect and without judicial intervention, without being liable to the other party for damages or otherwise, if:

- a. AMDE or the other party is in default in the performance of any obligation under the agreement;
- b. AMDE or the other party applies for a moratorium;
- c. AMDE or the other party has filed for bankruptcy or is declared insolvent;
- d. AMDE or the other party is placed under guardianship or dies;

- e. the legal entity or other legal status of AMDE or the other party, fully or partially ceases its operating activities or transfers its activities to a third party.

12.2 If AMDE invokes Article 12.1, AMDE shall be entitled to claim compensation, whereby it shall apply that the damage suffered by AMDE in that case shall be at least equal to the agreed invoice price. Any payments already made shall therefore be retained by AMDE as compensation, without prejudice to AMDE's right to additional compensation.

Article 13 – Applicable law and competent court

13.1 This agreement is governed by Dutch law.

13.2 Any disputes between parties relating to the agreement will be resolved exclusively by the competent court in Amsterdam.

13.3 In the event of discrepancies or differences in interpretation between the Dutch text of these Terms and Conditions Digital Advertising AMDE and the translation into the English language, the Dutch text shall, at all times, be decisive and binding.