



ROTTERDAM AHOY

GENERAL TERMS AND CONDITIONS LEASE

Rotterdam Ahoy

GENERAL TERMS AND CONDITIONS LEASE

The general lease terms set out below are an integral part of and apply to all lease agreements between Ahoy Rotterdam N.V. and Ahoy' B.V. and its affiliated companies ('**Ahoy'**) and the lessee on the basis of which Ahoy leases all or part of the Ahoy complex to the lessee. Deviation from the general lease terms shall only be valid if and insofar as such deviation has been expressly confirmed by Ahoy in writing.

Article 1 - Information about the leased space

1.1 To the extent that it may reasonably be expected that Ahoy requires such information, the lessee must provide all of the information at its disposal to Ahoy. This information in any case includes information about the purpose, the target group and the use of the leased space.

1.2 To the extent that it may reasonably be expected that the lessee requires such information, Ahoy shall provide all of the information at its disposal to the lessee.

1.3 The lessee will inform Ahoy in writing of the number of visitors that are expected to attend and all the information of which the Lessee knows or reasonably ought to know that Ahoy needs this information to execute the lease agreement correctly, at least six (6) weeks before the start of the event.

1.4 The lessee is obliged to inform Ahoy in writing of the definitive number of visitors that are expected to attend at least seven (7) working days before the start of the event.

1.5 Temporary staff is deployed during events. The planning of the deployment is based on the agreed services. All services provided by Ahoy must be determined no later than seven (7) working days in advance, so that the planning can be made.

1.6 The lessee guarantees to Ahoy the timely delivery and correctness of the information it provides. In the event the lessee fails to fulfil the obligations referred to in this article and this would result for Ahoy in extra costs, and extra work or any other damage, including but not limited to losses / damages that result from the employees deployed, goods purchased, or the opening of catering establishments inside the leased space on the basis of the definitive statement of the number of visitors expected to attend, the Lessee shall be obliged to compensate Ahoy.

1.7 Ahoy is not liable in any way for losses and or damage that arise as a result of information that is not provided on time and/or that is incorrect.

Article 2 - Options/lease offer

2.1 The lessor may provide an option to a potential lessee by means of a unilateral written statement issued for the purpose.

2.2 Until a lease agreement has been concluded, the lessor shall at all times have the right, under the obligation to refund the amount that has already been paid, to withdraw every option and lease offer without being obliged to pay any compensation, for example if large-scale events or necessary maintenance work and the like give cause for such withdrawal.

Article 3 - The spaces that can be leased

3.1 Ahoy Arena, the Exhibition & Event halls, the Conference & Meeting Centre, the Rotterdam Ahoy Convention Centre (RACC), RTM Stage, the entire Ahoy complex, outdoor space and a car park, can be leased.

3.2 Unless otherwise agreed, a lease period in principle starts at 08:00 and ends at 00:00. Periods based on different times require Ahoy's written permission and an additional charge may apply.

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3.3 The following localities are operated independently and are not made available for lease by Ahoy, unless otherwise agreed in consultation with the lessee:
- The cloakrooms;
- The toilets;
- The car park;
- Catering establishments/hospitality facilities

3.4 The central entrance hall and Ahoy Plaza are generally accessible spaces and cannot be leased. Admission tickets must therefore be checked at the entrance to the leased space itself. If applicable, security measures must likewise be put in place in and/or around the leased space itself. The lessee may not place an event or exhibition-related stand of any kind whatsoever in the Plaza and/or the central entrance hall. The lessee may also not place any object or advertising messages in the Plaza and/or the central entrance hall, unless expressly agreed otherwise in writing in the lease agreement.

3.5 Ahoy's permanent retail outlets and sales areas in the leased space must be accessible to the public at all times.

3.6 The car park is not part of the property that can be leased. Parking facilities are made available under the supervision of Ahoy by its personnel or by its regular suppliers and service providers. The lessee must comply with the instructions given by or on behalf of Ahoy regarding the use of the car park. The lessee must also pay parking fees for invitees to Ahoy.

Article 4 - Payment conditions

4.1. The total price consists of the rent and the costs of additional products and services. Regarding the payment term, the relevant provisions as laid down in the lease agreement apply.

4.2. The lessee may not deduct an alleged counterclaim from amounts owed to Ahoy. The lessee may also not suspend payment of the amounts that it owes unless setoff or suspension has been expressly agreed in writing.

4.3. If payments are not received on time by Ahoy, the lessee shall be in default by operation of law and Ahoy shall have the right, without any written notice and summons:
a) to suspend its contractual obligations and to collect the payment and all costs involved in collection of the payment (including interest and legal costs); or
b) to dissolve the lease agreement by means of a written statement. The lessee is obliged to pay compensation equal to the rent and the additional costs incurred, without prejudice to Ahoy's right to claim full compensation and/or damages.

4.4. The prices stated by Ahoy are based on the current level of prices. Prices are subject to change. Price changes may occur as a result of, for example, changes in the program, changes in the number of guests and/or changes in times and/or dates.

Article 5 - Obligations of the lessee

5.1. It is the responsibility of the lessee to determine whether the leased space(s) are suitable for the event before entering into the lease agreement.

5.2. The lessee is not allowed to use the leased space(s) for a purpose other than that described in the agreement or, when the occasion arises, the confirmation of the lease.

5.3. The lessee may not sublease the leased space or make it available for use to third parties in any way whatsoever, excepted for the rent of stand space.

5.4. With the exception of spaces that can be accessed by everyone (central entrance hall Ahoy Plaza and spaces that can be accessed by the public), the lessee or other persons, such as visitors, exhibitors, suppliers and artists, who are on the Ahoy site because of the

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lessee may not enter spaces other than the leased space or spaces specified in the lease agreement.

5.5. Only Ahoy personnel may operate Ahoy's technical equipment and enter service areas.

5.6. If applicable, an event must be interrupted by an intermission of at least 25 minutes. Ahoy can grant a written exemption from this requirement, in which case Ahoy shall charge a higher rent to the lessee.

5.7. The lessee shall not cause nuisance or inconvenience to Ahoy or any third parties through its use of the leased spaces.

5.8. Everyone present in Ahoy is bound by the applicable house rules of Ahoy. The lessee shall inform visitors and/or other persons present in Ahoy of the house rules and shall remain responsible and jointly and severally liable for the (proper) compliance of the house rules. The Lessee indemnifies Ahoy against all claims of third parties resulting from any violation of the house rules. (house rules: Rules and regulations - Rotterdam Ahoy).

Article 6 – Termination and Cancellation by the lessee

6.1 Unless the lease agreement is terminated, the lessee shall continue to owe the full amount of the contractually agreed rent and the (additional) costs, as mentioned in article 4.1. This amount shall remain payable, even if, for any reason whatsoever, the lessee is not using the leased space(s).

6.2 The lessee has the right to cancel the lease agreement. Cancellation may only be effected in writing. In the event of cancellation the lessee owe to Ahoy the percentages stated below of the prices and additional costs, as mentioned in article 4.1., plus VAT.

a. If cancellation is effected earlier than twelve months prior to the first lease date, 35% shall remain payable.
b. If cancellation is effected between six and twelve months prior to the first lease date, 60% shall remain payable.
c. If cancellation is effected between three and six months prior to the first lease date, 85% shall remain payable.
d. If cancellation is effected at a time closer to the first lease date, the full price (rent, additional costs) shall remain payable.

6.3 Partial cancellation may also take place if multiple spaces (rooms) are leased. The price and additional costs of cancelled spaces will remain due in accordance with article 6.2.

6.4 The lessee shall not be entitled to invoke force majeure in case of cancellation of the lease agreement in whole or in part.

6.5 In the event that, in any contract year, a situation of a pandemic / epidemic, such as Covid19, or a situation occurs in the Netherlands and a government ban is in force, as a result of which there is no possibility for the lessee in which 'form or capacity' and / or 'changed and / or adapted form or capacity' to proceed the event, the lessee may or is allowed in exception of the article 6.2, 6.3. and 6.4 to move the event, to a different lease date(s) to be determined after consultation with Ahoy, within a period of 13 calendar months. In such case the lessee owes to Ahoy an amount of administration and preparation costs of € 5000,00 exclusive VAT. In the event that the event cannot take place within the period of 13 calendar months for the same reason as mentioned in this article, the lessee will not be bound to the lease agreement on that set lease date for the event and the lessee will also owe to Ahoy another amount of administration and preparation costs of € 5,000,00 exclusive VAT.

6.6 In the event that a (financial) arrangement has been made available by the government on which the lessee, in the event the event is cannot take place, as a result of the measures set by the government, measures to combat a pandemic / epidemic (such as Covid-19) and/or another situation, article 6.5 does not apply. The lessee will submit an

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application. If it is possible to submit an application, the lessee will submit an application and will register the event, including the full budget, which includes the rental price and additional Ahoy costs. In the event that the lessee fails to submit an application (in time) or if the application is rejected, articles 6.2 and 6.3 will remain in full force.

Article 7 - Deposit and/or bank guarantee

7.1 Should Ahoy so demand, the lessee must make a Chamber of Commerce extract and a copy of a bank statement available to Ahoy for the purpose of verifying the bank account.

7.2 Should Ahoy so demand, the lessee must pay a deposit and/or provide a bank guarantee issued by a reputable bank to Ahoy.

7.3 Ahoy has the right, after prior notice of default or judicial intervention being required, to recover all that which the lessee owes under the lease agreement from the deposit paid or the bank guarantee. The lessee may not have recourse to setoff in this regard. If recourse has been had to the deposit or bank guarantee, the lessee, should Ahoy so demand, shall make an addition to the deposit or provide a new bank guarantee to ensure that the original amount is covered.

7.4 Following the end of the lease, Ahoy shall refund the deposit or the remaining part thereof to the lessee. A deposit that has not been used shall be returned.

Article 8 - Obligation on the part of the lessee to pay for and use facilities and services

A – Compulsory payment for and use of facilities and services

8.1 The services and facilities provided by Ahoy through regular suppliers and service providers include those listed below; they must in principle be obtained through Ahoy. The lessee may not provide these facilities and services itself or through third parties without Ahoy's expressly written permission.

The services and facilities referred to include:

- Electricity, water and heating;
- Parking facilities and parking assistance, cloakroom and cloakroom personnel, toilet facilities and personnel who look after these facilities, and receptionists;
- Cleaning and waste disposal;
- Catering;
- Security*, first aid providers and health and safety officers;
- Technical service and technical systems;
- Advertising (exhibiting is free to the extent that the leased space has been leased as an exhibition space) and sampling;
- ICT, hiring out of ICT services and resources like internet, WiFi and wireless transmission equipment;
- Guy wires and rigging: the lessee must use Ahoy's regular suppliers and service providers.

* If security is organized by the lessee, the security personnel deployed must meet the requirements laid down in the Dutch Private Security Organizations and Detective Agencies Act (see **Appendix 1**: Rotterdam Ahoy Lease Regulations Rules and regulations - Rotterdam Ahoy).

B – Information for the lessee's visitors

8.2.1 In addition to the facilities and services listed in the preceding paragraph, Ahoy, as part of its focus on service with respect to the lessee, offers an e-mail message for the benefit of the lessee's visitors (if ticket sales occur online).

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This e-mail message informs visitors to the lessee's event about the route to Ahoy, parking and any roadworks that are taking place and contains other important information if applicable. Ahoy provides the content for this e-mail message to the lessee, after which the lessee must send the e-mail message to its visitors at least four working days prior to the event.

8.2.2 Ahoy can prepare and send the e-mail message on behalf of the lessee. If Ahoy has been asked to prepare and send the e-mail message, it shall receive the e-mail addresses of those who purchase their tickets online. These e-mail addresses are used only once and only for the purpose of sending the e-mail message referred to. The e-mail addresses shall be deleted after the e-mail message had been sent.

8.2.3 Ahoy lists public events in its agenda on the website. The lessee is responsible for providing correct information. The lessee is also responsible for the images. The lessee indemnifies Ahoy against all claims of third parties, including claims based on infringement of the intellectual property rights and the GDPR. Ahoy also reserves the right to remove incorrect information and/or images form its website.

Article 9 - Catering

9.1 Catering establishments/hospitality facilities do not form part of the leased space. They are operated separately by Ahoy. Ahoy has the right to the exclusion of all others to sell beverages, food and other consumables in the leased space and its appurtenances for consumption at the location. Neither the lessee nor any other party may sell the items referred to in the preceding sentence.

9.2 The provision of consumables for free solely for the purpose of advertising may only take place if the consumables provided are not full-fledged consumables in terms of size or amount and with the written permission of Ahoy.

9.3 Ahoy's permanent retail outlets in the leased space must be accessible to the public at all times.

9.4 The lessee may not use catering services other than those provided by Ahoy Horeca B.V. Ahoy Horeca B.V. has the right to the exclusion of all others to provide catering services in Ahoy's spaces. Ahoy Horeca B.V. also has the right to the exclusion of all others to sell beverages, food and other consumables.

9.5 The catering costs depend on the number of guests/ visitors and are estimated in a separate offer. In the event of a change in the number of guests / visitors, the following applies:

Change downwards:

a. Up to seven (7) working days prior to the first rental date, the number of guests / visitors can be adjusted downwards free of charge. If the number of guests / visitors is adjusted downwards seven (7) working days or less before the first rental date, the costs for this may be charged.

Change upwards:

b. Up to 7 working days before the first rental date, the number of guests can only be adjusted upwards in consultation with Ahoy and with Ahoy's approval. If the number of guests is adjusted upwards 7 working days or less before the first rental date, in consultation with Ahoy and after Ahoy's approval, Ahoy will charge a surcharge of 25% over the excess.

9.6 The lessee of Ahoy Arena and RTM Stage may provide catering services for crew members, band members and performers at its own risk and expense in the space or spaces designated for the purpose by Ahoy.

9.7 The lessee and all persons who are on the Ahoy site because of the lessee may not bring food and/or beverages into the leased space without Ahoy's express written permission.

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Article 10 - Free access in a professional capacity

10.1 Persons designated by Ahoy shall, to the extent that these persons are acting in a professional capacity, have access to the leased space or spaces at all times if such access is required for the proper performance of their duties.

Article 11 - Access and layout

11.1 Admission tickets shall be checked in accordance with the further agreements concluded between the parties.

11.2 Ahoy shall never be responsible if visitors who do not have valid admission tickets gain access to the leased space by force or coercion or by taking advantage of disorderliness. Ahoy shall not be liable for any damage of any kind whatsoever that the lessee may suffer as a result of the wrongful access referred to.

11.3 The layout of the leased space or spaces must be in compliance with the regulations of the Rotterdam Security Region, competent authorities and Ahoy.

11.4 Ahoy's written permission is required for the erection of stands and exhibitions and the like in Ahoy Arena and RTM Stage. Ahoy shall allocate the space or spaces.

11.5 Separate agreements between the lessor and the lessee shall apply with respect to the granting of access to Ahoy Arena and RTM Stage. See the lease agreement in this regard.

Article 12 - Advertising

12.1 The lessee may not place boards, banners, advertising lighting, loudspeakers or other objects, or have such objects placed, for the purpose of advertising, regardless of the form of such advertising, within Ahoy or in the immediate environment of Ahoy (such as along the access roads or along the car park and appurtenant deliveries area) without Ahoy's express written permission.
For advertisements in and/or on the Ahoy complex, permission from Ahoy is required and a media fee can be charged.

12.2 The lessee may also not cover or remove the advertising objects present in Ahoy or conceal these objects from view in any other way.

Article 13 - Merchandising

13.1 In the event that merchandise for events is offered in the form of programmes, T-shirts, sweatshirts, caps and other items, the right to sell merchandise and/or the granting of the right to sell merchandise shall be reserved to Ahoy. Ahoy may, however, grant the right to sell merchandise to the lessee in return for payment of an amount determined by Ahoy.

Article 14 - Visual and/or audio recordings

14.1 Ahoy may charge the lessee an amount yet to be determined for television and radio recordings prepared for a purpose other than news broadcasts. The amount referred to shall be exclusive of VAT and without prejudice to the rights of third parties. Ahoy may charge the lessee an amount yet to be determined for recording on tape, wire or other sound or information carriers for a purpose other than gathering news and/or internal use. The amount referred to shall be exclusive of VAT and without prejudice to the rights of third parties.

14.2 No later than twenty days prior to the first lease date, the lessee must send a program or list of the activities that will take place in the leased space or spaces, including radio, television, tape, wire, LP or other recordings, to Ahoy for assessment by Ahoy.
This program or list must be approved by Ahoy in writing. If written approval is not given, the event or activities concerned may not take place.

14.3 All costs and levies, including but not limited to those associated with copyrights, Buma/Stemra rights, rights safeguarded by the Foundation for the Exploitation of Neighbouring Rights (SENA), advertising and advertisements, and all other costs and taxes associated with the performance, shall be paid by the lessee.

Article 15 - Permits/licences and statutory and other regulations

15.1 Depending on the purpose for which the leased space is to be used, certain permits/licences or exemptions are required and various statutory regulations and intellectual property rights apply. The lessee is responsible for ensuring that the right permits/licences and exemptions are obtained and is obliged to obtain these permits/licences and exemptions. In addition, the lessee must comply with statutory regulations and refrain from infringing intellectual property rights. Ahoy may perform a number of duties to ensure the compliance referred to in consultation with the lessee. However, the performance of duties to ensure compliance shall remain at the risk and expense of the lessee. Ahoy does not accept any liability towards the lessee if the competent authority/authorities do not granted the required permits/licences and exemptions. The lack / absence of the required permits/licences or exemptions does not exempt the lessee of his (payment)obligations towards Ahoy.

15.2 To enable implementation of the statutory regulations, because of the conditions of permits/licences, in furtherance of safety, to prevent damage and more generally to implement Ahoy's own policy, Ahoy has laid down further regulations and created a few powers. With reference to **Appendix 1**, which is an integral part of the General Terms and Conditions of Lease: "Rotterdam Ahoy Lease Regulations" : https://www.ahoy.nl/en/other/rules-and-regulations , the lessee must comply with these regulations and respect these powers.

15.3 The leased space may not be made accessible to the public if the required permits/licences have not been obtained. Ahoy reserves the right to deny the lessee access to the leased space and, if necessary, prohibit the event if the lessee fails to comply with the aforementioned provisions. Ahoy does not accept any liability towards the Lessee in such case.

15.4 In addition, the lessee must promptly comply with instructions that have been or that are given by any government agency in the context of public law for the performance of the government's duties.

15.5 Ahoy has laid down regulations that provide for, among other things, cleaning, safety and electrical devices or other devices. Ahoy shall notify the lessee of the rules that apply to the lessee. The lessee undertakes that it shall comply at all times with other regulations and instructions of Ahoy and of employees of Ahoy.

15.6 Ahoy has the right to oblige the lessee to provide copies of the required permits/licences and exemption documents to Ahoy no later than one week prior to the first lease date. The most relevant permits/licences and statutory regulations are stated in "Rotterdam Ahoy Lease Regulations"(see **Appendix 1)**. The lack / absence of the required permits/licences does not exempt the lessee of from his (payment)obligations towards Ahoy.

15.7 The lessee has read and understood the provisions and regulations set out in the

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"Rotterdam Ahoy Lease Regulations" (see **Appendix 1)**. The Lessee is responsible and liable for enforcement and compliance of these provisions and the applicable Dutch law and regulations. The lessee indemnifies Ahoy against all claims of third parties arising from a breach of the law and regulations and the regulations set out in **Appendix 1**. Any fines or penalties imposed by any authority, no matter to whom they are addressed, as a result of acts contrary to all the provisions of this article or as a result of acting in conflict with other (legal) obligations are for the account and risk of the lessee.

15.8 Because of government regulations, Ahoy is a non-smoking building. The lessee is responsible for ensuring that the non-smoking policy is observed by all the people who are on the Ahoy site because of the lessee and/or the event. Smoking, including E-smoking, is only permitted in the smoking areas designated by Ahoy.

15.9 If Ahoy observes a breach of the Dutch Licensing, one of the provisions and/or regulations of this article and Dutch law and regulations, on the part of the lessee or other persons who are on the Ahoy site because of the lessee, the lessee shall in that case incur an immediately due and payable fine of EUR 1,000 for each breach and without prejudice to the obligation to pay Ahoy the full damages in this matter.

15.10 Ahoy shall report the breach of the Dutch Opium Act to the competent authority without delay.

Article 16 - Consequences of failing to comply with regulations

16.1 If the lessee or other persons who are on the Ahoy site because of the lessee fail, after having been warned, to comply with Ahoy's regulations, Ahoy shall be authorized to take measures, including prohibiting the event from taking place, ending the event or having the leased space vacated.

Any measure taken by Ahoy in this regard shall never constitute a ground for the lessee to claim compensation. The lessee's other obligations under the lease agreement and these General Terms and Conditions of Lease, including the obligation to pay the agreed rent (price and additional costs), shall remain in full force.

Article 17 - Evacuation in the event of an emergency

17.1 In the event of an emergency, the lessee must follow the instructions of the emergency response service. In addition, in the event of an emergency (a fire or a bomb threat, for example), Ahoy's emergency response service shall be authorized to order the evacuation of the leased space and take the measures required in this context.

17.2 In the event of an emergency or an emergency or an imminent emergency or to prevent irregularities or imminent irregularities, Ahoy shall be authorized to have all persons and, if applicable, livestock present in the accommodation removed from the accommodation and/or the leased spaces of Ahoy, or to grant the persons referred to access to the leased spaces.

17.3 Ahoy shall not be liable for any costs that may be incurred or damage that may be suffered by the lessee as a result of such a removal. The lessee fully indemnifies Ahoy against any claims filed by third parties against Ahoy in this regard.

Article 18 - State of repair and delivery of the leased space

18.1 The lessee has the right to have the leased space or spaces inspected for damage at the start of the lease period and at the end of the lease period. A delivery report shall be drawn up on the basis of an inspection that is carried out at the start of the lease period.

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This delivery report shall be signed by the lessee and Ahoy. If the lessee does not exercise this right at the start of the lease period, the lessee shall be deemed to have received the leased space in a good state of repair and in clean state without defects.

18.2 The lessee may not make any changes or additions to the leased spaces or the layout of these spaces, or have such changes and additions made, without Ahoy's express written permission.

18.3 The lessee shall return the leased space in its original state at the end of the lease period, without damage and without any missing items or fixtures and fittings.

18.4 If the lessee has not vacated the leased space and/or returned it in its original state at the end of the lease period, Ahoy shall be authorized to have the leased space vacated and/or returned to its original state at the risk and expense of the lessee without notice of default being required.

18.5 If Ahoy is not in a position to fulfil its obligations due to a 'thorough renovation and/or construction works', Ahoy shall, within the framework of the contractual agreements concluded with the lessee, offer the lessee a replacement and similar surface area in terms of square meters within the Ahoy complex/on the Ahoy site. If such a situation of 'thorough renovation' occurs, Ahoy shall not be liable and shall not provide for additional costs and services arising from agreements concluded with third parties in this regard.

Article 19 - Liability

19.1 The lessee is obliged towards Ahoy to take out adequate insurance to cover against all damage that may occur during the lease period. The insurance must at least cover harm to persons and/or damage to goods and consequential damage.

19.2 Ahoy's total contractual and statutory liability for culpable failure in the compliance of the agreement shall remain limited to indemnity of direct damage. Ahoy shall never be liable for indirect damage, such as, but not limited to, consequential damage, lost profit, lost savings and loss due to business interruption.

19.3 Ahoy's total contractual liability shall remain limited to the rent paid to Ahoy by the lessee.

19.4 Ahoy shall only be liable for culpable failures to perform its obligations under an agreement if the lessee promptly without any delay and properly gives Ahoy notice of default in writing, which notice must set a reasonable term within which the breach can be remedied, and Ahoy continues to culpably fail to perform its obligations also after that term has passed.

19.5 Ahoy is not liable for the consequences of defects of which it was unaware and was not required to be aware upon entering into the lease agreement.

19.6 Ahoy is not liable for damages resulting from the activities of the lessee or other lessees in the Ahoy-complex, nor for damages resulting from limitations in the use of the hired premises caused by third parties and over which Ahoy has no direct influence, such as – but not limited to - failure of utilities, unless there is intent or deliberate recklessness on the part of Ahoy.

19.7 The lessee shall be liable for all damage suffered by Ahoy to the extent that this damage was caused by the lessee, hired personnel by the lessee, third parties or by other persons, such as invitees, who were on the Ahoy site because of the lessee.

19.8 If Ahoy incurs unforeseen costs or other costs to maintain order, safety and/or hygiene, both inside and outside the leased space, these costs may be charged to the lessee even if they were not agreed with the lessee in advance.

19.8 In the event of *force majeure* in the broadest sense on the part of Ahoy – which in any case includes one or more of the following circumstances: illness, incapacity for work

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or a failure to perform obligations on the part of the performer or performers, a failure on the part of (other) counterparties of Ahoy to perform their obligations, government measures, transport possibilities, fire, strike action, a work interruption, an pandemic/an epidemic, the closure of Ahoy for safety reasons, the inaccessibility of Ahoy, a riot, war circumstances or a terrorist attack or the threat thereof, national mourning as a result of the death of a member of the royal house or government, extreme weather conditions and all other circumstances beyond Ahoy's control – Ahoy shall not be liable towards the lessee for any damage that is the result of the situation of *force majeure*.

Article 20 – Indemnity

20.1 The lessee warrants that it shall timely obtain all permits licenses and contents required in order to hold the Event in the leased spaces. The lessee guarantees that the lessee will comply with all the applicable regulations of the permits / licenses. Refusal or cancellation of such permits licenses or contents will not constitute grounds for lessee to terminate the lease agreement without costs or a claim against Ahoy.

20.2 The lessee guarantees to Ahoy that the lessee will comply with the law and the regulations. The lessee will not commit any unlawful acts and will comply with its obligations under the lease agreement and these General Rental Terms and Conditions. The lessee indemnifies Ahoy against possible claims from third parties.

20.3 The lessee shall indemnify Ahoy against all claims which third parties may be able to enforce against Ahoy in connection with acts and omissions on the part of participants and/or persons for whom participants are liable or who are present in the leased spaces on account of the event.

20.4 The lessee, personnel engaged by or on behalf of the lessee and third parties, such as other participants, guests and/or other users of the leased spaces, as well as all items belonging to the lessee or third parties, are located in the leased spaces at their own expense and risk, or at the risk of these third parties. Ahoy is not obliged to insure these risks. The lessee must take out adequate insurance in respect of legal liability, fire and theft.

20.5 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (the Wav of "Act"). The lessee shall observe the statutory provisions of this act and shall impose a requirement on participants that they also comply. The lessee expressly acknowledges that Ahoy is not responsible or liable for compliance with the act in respect of personnel and/or third parties set to work by or on behalf of participants and/or lessee, and indemnifies Ahoy against fines which may be imposed on it and/or claims brought against it under the act, regardless of whether or not such fines and/or claims are correct.

Article 21 - Termination and cancellation of the lease agreement by Ahoy

21.1 In the event of a failure on the part of the lessee to perform any obligation under the lease agreement or these General Terms and Conditions of Lease and also in the event of a failure on the part of the lessee to comply with any statutory regulation, Ahoy shall be authorized to terminate the lease agreement with immediate effect and without observing a notice period.

21.2 Ahoy shall also be authorized to terminate the lease agreement with immediate effect and without observing a notice period in the event of bankruptcy on the part of the lessee, if the lessee is granted a suspension of payments or in the event of the discontinuation or transfer of the lessee's business activities. If Ahoy decides not to terminate or defers

termination, the amounts owed under the lease agreement concluded shall become immediately due and payable.

21.3 Furthermore, Ahoy shall be authorized to terminate the lease agreement with immediate effect and without observing a notice period if the lessee does not give Ahoy, within two weeks following the conclusion of the lease agreement or at least two months prior to the first lease date, the lease agreement that has been signed by the lessee to indicate the lessee's agreement.

21.4 In the cases referred to above, Ahoy may terminate the lease agreement before the end of its term without prejudice to Ahoy's right to compensation, without prior notice of default and without any liability for compensation arising on the part of Ahoy as a result of the termination of the lease agreement. The rent shall in any case remain owed on account of compensation. If a deposit has been paid, Ahoy may use the deposit to recover its loss.

21.5 If Ahoy is unable to perform its obligations because of a situation of *force majeure*, Ahoy may terminate the lease agreement with immediate effect and without observing a notice period. Ahoy must then refund the (additional) costs already made under the lease agreement. The lessee shall not have any claim to repayment of the amount paid for lease periods that have already expired.

In addition, the lessee shall remain fully liable for payment of the amount that has not yet been paid for lease periods that may already have expired. Ahoy shall not be liable for any damage suffered by the lessee or by third parties as a result.

Article 22 - General Data Protection Regulation

22.1 If and insofar as the lessee provides personal data to Ahoy within the context of the rental agreement:

- The lessee will guarantee that the lessee complies with the General Data Protection Regulation 2016/679 (GDPR) and other privacy rules that apply on the date of the agreement when providing the personal data to Ahoy, so that Ahoy may use the personal data to facilitate data subjects with respect to the Event; and
- Ahoy will guarantee that it processes the personal data in accordance with the GDPR and other privacy rules that apply on the date of the lease agreement for the purpose of the performance of the lease agreement.

Article 23 - Applicability of the General Terms and Conditions of Lease

23.1 The invalidity or unenforceability of any provision of the General Terms and Conditions of Lease will not affect the validity or enforceability of any other provision of the General Terms and Conditions of Lease. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.

23.2 The applicability of any standard terms and conditions of any of the lessee is expressly excluded, notwithstanding any earlier or later reference to or declaration of applicability of the standard terms and conditions of the lessee, for example on invoices.

23.3 Ahoy has the right to ament the General Terms and Conditions of Lease.

23.4 Lessee is aware and agrees that Ahoy has drawn up house rules for everyone present on the Ahoy site. The house rules may be downloaded at any time from Rules and regulations - Rotterdam Ahoy.

23.5 The lessee agrees that Ahoy will digitalize the signed Agreement as a PDF file and will keep this digital PDF version in its records. Parties shall acknowledge this digital version of the

Initials of the lessee: .....

agreement as the original agreement which is binding on the parties and has the same legal force and evidential value as the original.

23.6 The General Terms and Conditions of Lease are drawn up in the Dutch Language and translated into English. If there are difference in interpretation and / or discrepancies, the Dutch text shall take precedence.

Article 24 - Applicable law and disputes

24.1 If the lessee fails to perform an obligation under the lease agreement, the lessee shall be obliged in addition to other remedies to which Ahoy has recourse to reimburse Ahoy for all of the extrajudicial costs incurred by Ahoy as a result of, for example, a demand, notice of default or any bailiff's notification sent or issued to the lessee, including the costs of legal assistance in this regard. The extrajudicial costs shall be calculated in accordance with the *BGK-Integraal 2013 report* (this report contains guidelines for calculating extrajudicial collection costs), unless the actual costs are considerably higher.

24.2 The lease agreement is governed by Dutch law.

24.3 All disputes that arise from the lease agreement concluded between the lessee and Ahoy or from agreements related to the lease agreement shall be submitted to the competent court in Rotterdam, the Netherlands.

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