

GENERAL LEASE CONDITIONS

1 Applicability of conditions

- 1.1 These general lease conditions apply to all offers (quotations) and agreements of Live Nation Venues (Netherlands) B.V. ("Lessor") that relate to the lease and/or use of the space agreed with the Lessee ("Lessee") ("the Leased Premises") in AFAS Live ("the Event Location") during an agreed period ("the Lease Period") for organizing an Event by the Lessee ("the Event").
- 1.2 The Lessor is authorized to unilaterally amend these general lease conditions. These conditions will then apply from the moment the parties enter into a new rental agreement

2 Provision of information

- 2.1 At least 10 (ten) working days before the start of the public sale of tickets for the Event, the Lessee shall provide the Lessor with the following information in writing:
 - a brief description of the Event;
 - scaled floor plans of the Leased Premises indicating the layout plans of the various spaces;
 - information regarding the ranks and prices of tickets;
 - the programming of the Event, including a (preliminary) schedule;
 - the activities and communication plan for the Event;
 - the visitor profile of the Event.
- 2.2 At least 10 (ten) working days before the Event, the Lessee shall provide the Lessor with the following information in writing:
 - the programming of the Event, including a final schedule;
 - if the Lessee has organized similar events: the security experience data of those events;
 - the number of tickets sold or otherwise distributed for the Event at that time;
 - proof that the Lessee has the necessary (government) permits and approvals for the Event.
- 2.3 The Lessee must provide the Lessor with information about the number of visitors or the number of tickets sold and/or distributed for the Event at any time upon request.
- 2.4 The Lessee guarantees the timely delivery and accuracy of the information provided by them to the Lessor. If the Lessee fails to do so, the Lessee is obliged to compensate the Lessor for any damage resulting from this, such as the costs of unnecessarily hiring personnel and purchasing goods by the Lessor.

3 The Leased Premises

- 3.1 The Lessee is not allowed to:
 - a. use the Leased Premises for a purpose other than described in the rental agreement;
 - b. sublet or give the Leased Premises in whole or in part to a third party;
 - c. make any changes to the Event Location or its layout;
 - d. place an object (including stands and exhibitions) in or around the Event Location without the Lessor's permission;
 - e. distribute or sell products (including printed materials) in or around the Event Location;
 - f. place advertisements in any form in, on, or around the Event Location. Expressions of sponsors/partners of the Lessee (including other (event) locations) and artists, etc., may only be placed in the stage area after consultation with and written approval from the Lessor;

- g. cover, remove, or obscure advertisements present in, on, or around the Event Location;
 - h. use the Leased Premises in such a way that it causes nuisance to other users of the Event Location or the surrounding area;
 - i. bring materials into the Event Location that are not fire-resistant impregnated or non-combustible;
 - j. attach materials to the walkway structures attached to the roof of the Event Location (the catwalks);
 - k. attach adhesives (including tape) to floors or walls or parts of the Event Location;
 - l. use the Leased Premises in violation of any law, regulation, permit, or other government regulation, or in such a way that there is a risk that any government permit will or may be revoked, at the sole discretion of the Lessor;
 - m. place bicycles and cars other than in the places designated by the Lessor;
 - n. use drones in or around the Event Location;
 - o. use other hall chairs than those provided by the Lessor.
- 3.2 The operation of the Lessor's technical equipment, as well as access to the service areas, is only allowed by persons designated by the Lessor.
- 3.3 The persons designated by the Lessor have access to the Leased Premises at all times if the proper performance of their duties makes this necessary. This also applies to authorities such as the police and fire brigade.
- 3.4 The use and layout of the Leased Premises by the Lessee must comply with the regulations set by the Municipality of Amsterdam, Southeast District, the fire brigade, the police, and/or other authorities for the Event.
- 3.5 The Lessee must immediately notify the Lessor of any complaint about the Leased Premises or the services provided by the Lessor upon discovery and confirm it in writing to the Lessor within 1 (one) working day. If the Lessee fails to do so, the Lessor is deemed to have fulfilled its obligations.

4 Access

- 4.1 The Lessee is obliged to use ticket control with barcode systems or other electronic registration systems and must register all visitors upon entry with this system. The Lessee must give the Lessor access to the equipment and files where the number of visitors present is registered at any time upon request and make it clear to the Lessor how many visitors are in the Leased Premises. The foregoing does not apply in the case of a non-public Event.
- 4.2 The Lessee is obliged to register and accredit all persons who have access to the Leased Premises on behalf of the Lessee (including VIPs, crew, and suppliers). The Lessee makes it clear to the Lessor how many persons are in the Leased Premises.
- 4.3 The Lessor is not obliged to prevent visitors from gaining access to the Leased Premises without a valid ticket or accreditation. The Lessor is not liable for any damage to the Lessee resulting from this.

5 The Event

- 5.1 If there is a Seated Event for which tickets are sold, the program of the Event will be interrupted with a break of at least 25 (twenty-five) minutes.
- 5.2 If the end time of the Event is exceeded, the Lessee forfeits to the Lessor, apart from any compensation, an immediately payable fine of €10,000 per violation.

- 5.3 The Lessee is obliged to make the Event accessible to people with physical disabilities and will make adequate provisions for this, including a wheelchair platform.
- 5.4 As long as any required permit or approval for the Event has not been obtained or any regulation set by any authority has not been complied with, the Lessor will not open the Leased Premises to the public. The Lessor will not be liable for any damage to the Lessee resulting from this.
- 5.5 The Lessee is responsible for paying copyright fees, Buma fees, Sena fees, advertising costs, and other costs related to the Event.
- 5.6 If the Lessee provides video, image, and/or text material to the Lessor for the announcement and/or promotion of the Event by the Lessor, the Lessee guarantees to the Lessor that the Lessor can use this material without any restriction and that the material does not infringe on the rights of third parties.
- 5.7 The Lessee is obliged to take adequate general safety measures for the Event, including an adequate entrance construction and specific safety measures if required according to the visitor profile supported by the Lessee, as referred to in article 2.1, and the security template, as referred to in the rental agreement.
- 5.8 The Lessor has the right at all times to give the Lessee instructions to i) change the program of the Event, ii) interrupt the Event, iii) stop the Event and remove all persons and/or items from the Event Location, or refuse persons or items to enter the Event Location, in view of a (threatening) calamity or (threatening) irregularities. In this regard, the Lessee appoints an authorized person. This person is the contact point for the Lessor and participates in the Lessor's Crisis Management Team if necessary at the request of the Lessor. The Lessor is not liable for any costs and damage that may result for the Lessee from this. The Lessee indemnifies the Lessor against all claims from third parties in this regard.
- 5.9 Making professional recordings (such as for radio, television, sound or image carriers, etc.) in the Event Location, other than for news broadcasts, requires the prior written permission of the Lessor. The Lessor is entitled to attach a fee determined by the Lessor to this permission. The Lessee is responsible for compliance with laws and regulations regarding the processing of personal data when making recordings.
- 5.10 The Lessor may grant the Lessee the right to sell merchandise against payment of a fee. The Lessee is then allowed to sell only merchandise of the performing artist(s) and/or the Event for which the Lessee has permission from the rights holders. The merchandise stand will be placed at the location determined by the Lessor.

6 Partners of the Event Location

- 6.1 The partners of the Event Location (including sponsors, concession holders, and suppliers) have usage, delivery, and communication rights, which are respected by the Lessee. This means, among other things, that no other products may be used than those provided by the partners, and no conflicting advertising and/or sponsorship is allowed.
- 6.2 The Lessee is aware that the Lessor displays expressions (of its partners) on the digital advertising spaces in the Event Location, whether or not during the Event.
- 6.3 The Lessor has the right to sell products from a partner to the public in a designated space in the Event Location before, during, and after the Event. The foregoing does not apply in the case of a non-public Event.

7 Hospitality and catering

- 7.1 Only the Lessor is entitled to sell drinks, food, and other products (non-food) in the Event Location. The fixed sales points in the Event Location must be accessible to the public at all times.
- 7.2 In principle, all hospitality venues in the Event Location will be open during the Event. The Lessor has the right to have one or more hospitality venues in the Event Location closed or to close them during the Event.

8 Delivery

- 8.1 Unless the Lessee has notified the Lessor in writing before the start of the Lease Period, the Lessee declares to have received the Leased Premises in good condition. The Lessee will deliver the Leased Premises at the end of the Lease Period completely vacated, broom clean, and in its original condition.
- 8.2 If the Lessee exceeds the delivery time, the Lessor has the right to take care of the delivery as referred to in article 8.1. All costs involved, including personnel costs, are borne by the Lessee. In addition, the Lessor forfeits a fine equal to the amount of rent due for each day (including part thereof) on which proper delivery has not taken place. Furthermore, the Lessee will be liable for any damage resulting from this for the Lessor.

9 Laws and regulations

- 9.1 The Lessee is obliged to immediately follow any instructions from the Lessor regarding the use of the Leased Premises.
- 9.2 The Lessee strictly adheres to the House Rules (available via www.afaslive.nl/praktische-informatie/huisregels) and the Technical Rider of the Lessor (available via www.afaslive.nl/over-afas-live/plattegrond-rider). The House Rules and Technical Rider may be updated from time to time. It is the Lessee's responsibility to be aware of such updates and therefore always consult the most recent version on the website.
- 9.3 The Lessee will comply with the Dutch Advertising Code, including the Advertising Code for Alcoholic Beverages.
- 9.4 The Lessee will strictly and unconditionally comply with the Tobacco and Smoking Products Act and the smoking ban in the Leased Premises. In this regard, the Lessee is obliged to take adequate action in case of violation of the Tobacco and Smoking Products Act and the smoking ban by its employees, artists, suppliers, and/or visitors.
- 9.5 The Lessee ensures that its personnel, the auxiliary persons engaged by it, and other third parties present in the Event Location on behalf of or because of the Lessee ("Personnel") work in line with the Laws and Regulations, including the Working Conditions Act [*Arbowet*], the Working Hours Act [*Arbeidstijdenwet*], the Aliens Employment Act [*Wet Arbeid Vreemdelingen*], the Compulsory Identification Act [*Wet op de Identificatieplicht*], and industry-specific laws and regulations.
- 9.6 Violations for which the Lessee is responsible and which are detected by authorities, such as the Netherlands Food and Consumer Product Safety Authority [*Nederlandse Voedsel- en Warenautoriteit*] or the Netherlands Labour Authority [*Nederlandse Arbeidsinspectie*], resulting in a fine for the Lessor, will be charged by the Lessor to the Lessee.

- 9.7 The Lessee guarantees that the Lessee and its Personnel work safely when performing work in the Leased Premises, in accordance with laws and regulations. The Lessee appoints a safety coordinator for this purpose.
- 9.8 The Lessee ensures that its Personnel have a valid identification document. In addition, the Lessee ensures that its Personnel, if applicable, have a Dutch work permit.
- 9.9 The Lessee must take all necessary measures to prevent direct and indirect nuisance to residents. The outer doors of the Event Location must remain closed during the Event to prevent noise nuisance. Furthermore, the Lessee must comply with the conditions as laid down in the latest version of the Covenant Prevention of Hearing Damage towards visitors. The results of the measurement system used by the Lessor are valid in determining the noise level. In case of violation of this article, the Lessee forfeits an immediately payable fine of €10,000 per violation, and the Lessee indemnifies the Lessor against claims from third parties.

10 Cancellation costs

In case of cancellation of an Event (or one or more shows, as referred to in the rental agreement), including postponement thereof, the Lessee owes the Lessor a cancellation fee. This concerns (part of) the Rental Price, as referred to in the rental agreement. Any discounts or other reductions are disregarded. The owed part of the Rental Price increases as the time between the cancellation and the planned date of the Event decreases, according to the following percentages:

<i>Cancellation</i>	<i>Owed part of Rental Price</i>
more than 6 months before the Event	50% (fifty percent)
between 3 and 6 months before the Event	70% (seventy percent)
Between 14 days and 3 months before the Event	100% (one hundred percent)
14 days or less before the Event	125% (one hundred twenty-five percent)

11 Value-added tax

11.1 All amounts in the rental agreement are exclusive of value-added tax.

11.2 For the levy of value-added tax, the parties consider the rental agreement as a service other than rental as described in paragraph 7.2 of the decision Value-added tax - Delivery and rental of real estate [*besluit Omzetbelasting - Levering en verhuur van onroerende zaken*] of September 19, 2013 (BLKB2013/1686M). The Lessee is therefore liable for value-added tax on the Rental Price.

11.3 If the rental agreement cannot be considered as a service other than described above, the parties agree that the Lessor will charge the Lessee value-added tax. This is based on article 6a Implementation Decree Value-added Tax 1968 [*Uitvoeringsbeschikking Omzetbelasting 1968*]. By signing the rental agreement, the Lessee declares to use the Leased Premises for services for which a full or almost full right to deduct VAT exists.

12 Payment

12.1 The Lessee does not have the right to set off a debt to the Lessor or to suspend the performance of any obligation arising from the rental agreement (including these general conditions). The Lessor has the

right to set off any claim it has against the Lessee with any debt of the Lessor or a party affiliated with it to the Lessee.

12.2 If any payment term is exceeded, the Lessor will give the Lessee a single notice of default with a term for performance of 3 (three) days. If the Lessee continues to fail after the notice of default, the Lessee is in default and owes interest of 2% (two percent) per month on the relevant amounts from the due date of the invoice.

12.3 If the Lessee is in default, the Lessor is entitled to terminate, cancel, or suspend the rental agreement without the Lessor being obliged to compensate for damages or otherwise and without prejudice to the Lessor's right to claim damages. The Lessor's damage is at least equal to the Rental Price. The Lessor is entitled to hand over the claim of the amounts owed by the Lessee and to charge all extrajudicial costs, with a minimum of 10% (ten percent) of the owed amount, to the Lessee.

12.4 Payments made by the Lessee during the period of default are primarily used to pay (extrajudicial) costs and the agreed interest under article 12.2, and only then on the principal sum, even if the Lessee specifies a different destination when making the payment.

12.5 Even if the Lessee does not use the Leased Premises during the Lease Period, they owe the rental price.

13 Damage and liability

13.1 The Lessor is liable for the direct damage of the Lessee that is the direct result of the actions or omissions of the Lessor and defects in the Leased Premises that the Lessor knew or should have known when entering into the rental agreement with the Lessee. The Lessor is also liable for damage resulting from intentional or reckless actions of the Lessor. "Direct damage" exclusively means the reasonable costs incurred:

- (i) to make the Lessor's performance comply with the rental agreement. This damage is not compensated if the Lessee has terminated the rental agreement;
- (ii) to determine the cause and extent of the (direct) damage;
- (iii) to prevent or limit the (direct) damage.

13.2 The Lessor's liability is at all times limited to the amount paid out under the Lessor's statutory liability insurance and if the insurer does not pay out to the lowest value of the invoice for the agreed performance.

13.3 The Lessor's liability for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption, is excluded, except for damage resulting from intentional or reckless actions of the Lessor.

13.4 The Lessee is liable to the Lessor for any damage caused to the Lessor or employees and/or guests of the Lessor and their property and the Event Location and the inventory and all (other) goods located in the Event Location by the Lessee, visitors of the Event, or its Personnel. Unless the provisions of article 13.1 apply, the Lessee is liable for loss, theft, disappearance, or damage to items of the Lessee or third parties or damage to persons staying in the Leased Premises in connection with the Event.

13.5 The Event Location is insured. Any increase in applicable insurance premiums, including for fire damage, owed or incurred due to the Lessee's use, must be reimbursed by the Lessee to the Lessor.

- 13.6 The Lessee is required to take out and maintain liability insurance of at least €5,000,000, so that any damage suffered by the Lessor or third parties as a result of the Lessee's activities will be covered. The Lessee will provide the insurance certificate to the Lessor upon request.
- 13.7 The parties indemnify each other against all claims from third parties in connection with what a party is liable for under the rental agreement (including these general conditions). The indemnifying party compensates for any damage, including all legal costs incurred by the other party, resulting from such claims.
- 13.8 In case of force majeure, the Lessor and the Lessee are released from their obligations to comply with the rental agreement (including these general conditions) as long as the relevant impediment continues to exist. If the Lessor is unable to make the Leased Premises available to the Lessee due to any cause beyond its control (including terrorism, strikes, fire, weather conditions, pandemics, and energy disruptions), the Lessor will not be liable for any resulting damage to the Lessee. This also applies if the use of the Leased Premises has already commenced. The Lessee indemnifies the Lessor against claims from third parties in this regard. The parties explicitly do not consider the following circumstances as force majeure on the part of the Lessee: the inability or unwillingness to organize an Event in the Leased Premises during the Lease Period, illness or incapacity of the artist, strikes, transport problems, traffic obstructions, and delays of the transport means chosen by the artist. In case of force majeure, the parties are entitled to terminate, cancel, or suspend the rental agreement with immediate effect and without judicial intervention, without being obliged to compensate for damages or otherwise.

14 Final provisions

- 14.1 If a party i) is in default with the fulfilment of any obligation under the rental agreement (including these general conditions), ii) is declared bankrupt and/or applies for bankruptcy, iii) applies for suspension of payments, iv) is placed under guardianship or dies, or v) is dissolved or the business of a party is liquidated, the other party is entitled to terminate, cancel, or suspend the rental agreement without the Lessor being obliged to compensate for damages or otherwise and without prejudice to the Lessor's right to claim damages. The Lessor's damage is at least equal to the Rental Price and Additional costs.
- 14.2 The content of the rental agreement is confidential in nature, and the parties, their directors or employees, and their advisors are obliged to maintain confidentiality of the rental agreement and all data, information, and documents related to the rental agreement. This does not prevent the parties from bringing the rental agreement into any legal proceedings between the parties.
- 14.3 The parties will refrain from activities that may damage the good name of the other party or its services. The Lessee will also refrain from activities that may damage the good name of AFAS.
- 14.4 The Lessee is not entitled to transfer rights or obligations under the rental agreement (including these general conditions) to a third party without the prior written consent (and possibly additional conditions) of the Lessor.
- 14.5 The Lessor is entitled to outsource the provision of services to be performed under the rental agreement (including these general conditions) in whole or in part to one or more third parties.
- 14.6 The Lessee will make efforts to prevent and combat undesirable or cross-border behaviour, whether by implementing an active policy and using codes of conduct.

14.7 Dutch law applies to the rental agreement (including these general conditions). All disputes between the parties in connection with the rental agreement will be settled exclusively by the competent court in Amsterdam.