

GENERAL CONDITIONS

The headings above the clauses of these Event Conditions only serve to enhance readability. The contents and purpose of the clause set out under a specific heading are not limited by the heading.

Clause 1 Leased property

- 1.1. The Lessee declares it is familiar with the leased property and with the layout and level of completion. The leased property will be delivered and accepted in the state in which it was leased. Lessee shall pay for the layout and completion of the leased property such that Lessee considers it suitable for use in accordance with the agreed purpose.
- 1.2. All activities to be developed in the leased property must be approved by Lessor in advance. Lessee shall inform Lessor of the activities in question at least two weeks before the event. With regard to the layout and completion of the leased property, Lessor will submit to Lessor a detailed plan for the layout and completion for approval at least two weeks prior to the event. Lessor shall not withhold its approval on unreasonable grounds. Lessor can bind conditions to its approval. Once the plan has been implemented or before it is put into use, Lessor must be given the opportunity to check the measures that have been taken.
- 1.3. Once the lease is over, Lessee shall restore the leased property to its original state, as described in Clause 16 of these General Conditions, unless the parties agree otherwise.
- 1.4. The property includes the installations and facilities present in the property. The parking area is not included.
- 1.5. It is possible that there are decorations in the building on the ground floor in connection with holidays (like Christmas and Easter). If the Lessee wishes such decorations to be removed, the removal of the decorations and placing them back shall be at the Lessee's expense.
- 1.6. During the cruise season it is possible that there are exhibitions in the building. If installations are involved, they cannot be removed.
- 1.7. During the cruise season the terminal is set-up with furniture. The costs for removal or moving and replacing of the furniture will be charged to the Lessee.

- 1.8. As of July 1st 2004 Passenger Terminal Amsterdam is obliged to meet the standards of the International Ship and Port Security (ISPS) code. This may result in extra security measurements during berth of a cruise ship for all activities that will take place in the building and at the quay.

Clause 2 Use

- 2.1. During the entire term of the agreement the Lessee may only use the property de facto, properly and itself in accordance with the use set out in the lease. The Lessee must observe existing qualified rights and requirements set or to be set by public authorities or utility companies.
- 2.2. The Lessee shall act in accordance with the provisions of the law and local by-laws, and in accordance with the uses relating to leasing and letting, the regulations of public authorities, utility companies, insurers and, if applicable, the Sprinkler Security Agency and the 'Stichting Nederlands Instituut voor Lifttechniek' and other institutions authorised to issue the requisite certificates. The Lessee must also comply with the verbal and written instructions issued by or on behalf of the Lessor in the interests of proper use of the property and of the inside and outside areas, installations and facilities of the building or complex of which the property forms part. This includes instructions relating to maintenance, appearance, noise level, order, fire safety, parking conduct and the proper functioning of the installations or the building or complex of which the property forms part.
- 2.3. The Lessee may not cause nuisance by the use of the property or of the building or the complex of which the property forms part and shall ensure that third parties present on the property in connection with the Lessee shall not do such either.
- 2.4. The Lessee has the right and the obligation to use the communal facilities or services which are or will be available in the interest of the proper functioning of the complex to which the property belongs.
- 2.5. The Lessee is obliged to keep fire extinguishing facilities and emergency exits and routes in the property accessible at all times.

- 2.6. In the event of guidelines or regulations imposed by the government or another competent institution in respect of the presentation of (separated) waste, the Lessee is obliged to continually carefully adhere to these instructions.
- 2.7. The Lessee is not permitted:
- a. to have environmentally-harmful items in, on, or in the direct environment of the property, including stench-causing materials or materials which are fire hazardous or explosive, unless they fall within the normal course of business;
 - b. to use the property in such way that such use could cause soil or other environmental pollution, damage to the property or the exterior of the property;
 - c. to effect changes to or affix facilities in, on or to the property which are contrary to the regulations of the government and of the utility companies, or to the conditions under which the owner of the property has acquired title to the property or to other qualified rights, or which could lead to nuisance for other tenants or neighbours or hinder them in their use; to effect changes or affix facilities in, on or to the property without the prior consent of the Lessor.
 - d. to use pallet trucks on the Main, Promenade or Panorama deck. Pallet trucks may only be used in the bus terminal on the ground floor and in the Backstage on the second floor.
- 2.8. The floor(s) of the leased property can bear a maximum load of: 500 kg/m².
- 2.9. The opening hours of the complex to which the leased property belongs are jointly determined at a later date. Lessee ensures that, outside these opening times, the premises of the leased property will be vacated, unless with the prior agreement from Lessor.
- 2.10. In addition to the above, the following house rules apply in and around the leased property:
- People are not allowed in the goods lift. People found in the goods lift will be immediately denied access to PTA.
 - Passenger lifts must be used with due caution.
 - Removing ceiling sections is prohibited.
 - If the 'Brasserie' is not part of the leased property, entering this area and storing goods there is prohibited.

- Walking along the glowing walls or affixing things to them is prohibited.
- Coffee cups, leftover food and so on must be placed in the refuse bags for this purpose; the same applies to cigarette butts in the ashtrays.
- Trees and other plants may only be resituated in consultation with the PTA.
- Unshielded candles are not permitted in PTA. Lit candles are only permitted if the flame is protected by a guard (like a wind light, for instance)
- Caterers and lessees must leave the areas used swept clean. They are required to take all waste with them.
- After the lease period, leaving goods in storage is prohibited unless the PTA has given permission for this. PTA is not responsible for damage to, theft or loss of these goods.
- Smoking is not permitted in Passenger Terminal Amsterdam.

2.11 Lessee is responsible for informing third parties / suppliers of the contents of the general terms and conditions.

Clause 3 Permits and insurance

- 3.1. The Lessee is obliged to see to the acquisition of the permits and/or exemptions required for use in accordance with the agreed use and the activities to be developed in the property. Refusal or revocation thereof shall not give rise to dissolution or nullification of the lease or to any further action against the Lessor.
- 3.2. Lessee is obliged to provide a detailed sketched plan of the location which must be provided to the Lessor at least 4 weeks before the event begins; only then can the Lessor submit this plan to the Amsterdam fire department for approval. If the plan is not in the Lessor's possession on time, the Lessee must – in consultation with the Lessor – ensure its prompt approval by the fire department.
- 3.3. The application for the requisite permit shall be prepared in close cooperation with the Lessor and insofar as possible and desired by the Lessor, shall be put in the Lessor's name.
- 3.4. If changes or facilities must be effected with regard to the property in connection with 3.1, whether or not by government regulation, the Lessee is liable (without prejudice to the provisions of Clause 2) to ensure that the execution of the work meets any requirements

set by the government in this respect, and that any requisite permits are obtained, while the costs of the changes or facilities are at the Lessee's expense.

- 3.5. The Lessee is obliged to see to, to the satisfaction of the Lessor, the necessary insurance for damage caused by Lessee arising due to the use of the property. If in connection with the activities to be developed by the Lessee in the property a higher than normal premium is charged for fire insurance for the property, or the complex of which the property forms part, the Lessee shall compensate the Lessor for the amount in excess of the normal premium. Any pay-out under the insurance in connection with damage to the property shall be paid directly to the Lessor. The proof of insurance and the premium payment shall be submitted to the Lessor prior to commencement of the lease period.

Clause 4 Advertisement

- 4.1. The Lessee is not permitted to affix advertising in and to Passenger Terminal Amsterdam – in any form whatsoever – without the prior written consent of the Lessor. Advertising and other announcements relating to the activities to be developed in the property – including when such is/are expressed prior to the lease period – require the prior written consent of the Lessor.
- 4.2 The Lessee is responsible for remittance of Precario.

Clause 5 Misconduct

- 5.1 The Lessee is obliged to take suitable measures to prevent third parties from gaining access to the property without valid proof of access and/or by violence or force or misconduct. To prevent (the risk of) serious disruption, the Lessor has the right to remove all persons and/or living creatures in the property, or to allow such persons access to the property.

Clause 6 Standard supplies and services

- 6.1 The Lessee is obliged to pay for the following standard supplies and services on the commencement and during the entire lease period without the Lessee having any right to use them before that time:
- electricity;

- water;
- lifts;
- central heating;
- air conditioning;
- toilets + toilet staff
- security coordinator
- final clean-up

6.2 The full lease price includes the fixed costs of electricity, water, lifts, central heating, air conditioning and toilets. The fees for the toilet staff, a security coordinator and the final clean-up vary and depend on the leased property and the duration of the event.

Clause 7 Additional supplies and services

- 7.1 Parties can agree to supplies and services, including security, extra cleaning, extra furnishings and extra personnel services in addition to the standard supplies and services provided by the Lessor.
- 7.2 Within 2 weeks after the termination of the lease period, Lessor provides Lessee with an overview of the costs of the supplies and services that were not invoiced beforehand.

Clause 8 Catering

- 8.1 The Lessee may not sell (organise the selling of) food and beverages or other consumables in or near to the leased property or provide (or allow them to be provided) or permit anything similar other than through a caterer to be determined in joint consultation later, which the Lessee will contract in separately. Lessee shall ensure that (other) individuals it admits to the leased property do not bring food, beverages or other consumables into the leased property.
- 8.2 For catering the Lessee will have choice out of two caterers, 'A matter of taste, 'Movenpick Amsterdam' or 'De Borrelfabriek'. If Lessee would like to work with another caterer as mentioned above this needs to be negotiated with and approved by the Lessor.
- 8.3 If Lessee decides to work with another caterer as mentioned in clause 8.2 and this is approved by the Lessor, there will be a 10% charge on the full catering contract increased

with VAT payable.

Clause 9 Payment

- 9.1 The Lessee owes the following:
- Lease price, including standard supplies and services, increased with the VAT payable;
 - A 10% charge on Food & Beverage turnover increased with the VAT payable **if** Lessee decides to work with another caterer as mentioned in clause 8.2;
 - A fee for the additional supplies and services, increased with the VAT payable.
- 9.2 The amount Lessee must pay Lessor with regard to the lease price and fee for additional supplies and services must be transferred to the Lessor's account no later than two weeks before the event.
- 9.3. The payment of the rent and of all other monies owing under this lease shall be effected at latest on the due date in legal Dutch tender – without any discount, deduction or set-off against any claim which the Lessee has or believes it has on the Lessor – by deposit on or transfer to an account designated by the Lessor. The Lessor can set off any debt under this agreement by a statement to the Lessee against any claim of the Lessee.
- 9.4. Any time an amount owing by the Lessee under the lease is not paid on the due date, the Lessee shall be in default without the need for notice of default and it shall owe the Lessor an immediately payable penalty of 2% per month over the amount in arrears, with a minimum of € 200,- per calendar month, whereby any month which has already started shall count as a full month.

Clause 10 Taxes

- 10.1. All existing or future taxes, sufferance taxes, levies and retributions relating to the property and goods of the Lessor and other levies and contributions under the heading of environmental protection relating to this event are at the Lessee's expense, even if the Lessor receives the demand therefore.

- 10.2 All sums mentioned in these general terms and conditions are exclusive of VAT.
The VAT is charged by Lessor and should be paid at the same time as the other amounts owing.
- 10.3 From the commencement date, the lease is charged with VAT pursuant to the Decree of 24 March 1999 number VB99/571.
- 10.4 Lessee declares that the leased property shall be used for the purposes for which Lessee can exercise a right to 90% or more deduction of the VAT to be charged by the Lessor. The commencement date of the taxable lease begins on the commencement date of the lease contract. For the application of this Clause, this is based on Lessee's financial year of 1 January through 31 December.

Clause 11 Copyright audio/visual recordings

- 11.1. The Lessee shall respect the copyright of third parties. It is itself responsible for the compulsory payments to, inter alia, Buma/Stemra and CENA, at its own expense, and it indemnifies the Lessor in this respect.
- 11.2. The Lessor is obliged to inform the above-mentioned institutions of the Lessee's details.

Clause 12 Access of the Lessor, execution of work

- 12.1. The Lessor and persons designated by it are entitled to enter the property at all times, to carry out work and inspection activities and to monitor performance of the agreement. The Lessor or persons so designated by the Lessor are also entitled to enter the property both during and outside of the lease period, if such is necessary in connection with disasters or for inspection of the condition of maintenance and the execution of repairs and to prevent or limit damage to the property. If possible such shall take place in consultation with the Lessee. The Lessee waives its right to compensation of damage which it might suffer as a result of the aforementioned work.

Clause 13 Third party access

- 13.1 The areas of the terminal leased by third parties (offices, shops, etc) must at all times be accessible to these lessees.

Clause 14 Damage

- 14.1. The Lessee is obliged to take suitable measures in due time to prevent and limit damage to the property, such as damage resulting from power cuts, fire, leakage, inflow and outflow of gases or liquids. Moreover, the Lessee is obliged to immediately inform the Lessor if such damage or an event as referred to in 13.4. has occurred or is threatening to occur.
- 14.2. If the Lessee has this option, the above also applies with regard to the building or complex of which the property forms a part.
- 14.3. The Lessee is liable to the Lessor for all damage and losses in respect of the property unless the Lessee proves that the Lessee, the persons which the Lessee allowed to enter the property, the Lessee's personnel and persons for which the Lessee is liable, is/are not guilty of culpable or negligent conduct in this respect.
- 14.4. The Lessor is not liable for damage caused to the person or property of the Lessee or third parties by the arising and the consequences of visible and hidden defects in the property or the building or complex of which the property forms part, or caused by the arising and the consequences of work circumstances, of hindrances to the accessibility of the property, of stagnation in the supply of water, electricity, heat, ventilation or air conditioning, of disruption of the installations and equipment, of the inflow and outflow of gases or liquids, of fire, explosion and other incidents, of disruption in the enjoyment of the property and of disruption or shortcomings in the supplies and services, except in the event of damage as a result of gross negligence or willful misconduct on the part of the Lessor with regard to the condition of the property or of the building or complex of which the property forms part.
- 14.5. The Lessor is not liable for loss, theft, disappearance or damage of or to items of the Lessee or third parties present in the property. Nor is the Lessor liable for trading loss of the Lessee or for damage resulting from the activities of other tenants or of impeding the use of the property caused by third parties, except in the event of willful misconduct or gross negligence on the part of the Lessor.
- 14.6. The Lessee indemnifies the Lessor against all claims of third parties in connection with the agreement. The indemnification relates in part to all damage and costs which the Lessor

suffers or incurs in connection with such claim.

Clause 15 Sub-letting; transfer

- 15.1. Subject to prior consent of the Lessor, the Lessee is not permitted to let, sub-let or grant the use of the property, in whole or in part, to third parties, or to transfer the rights and/or obligations under this agreement to third parties in some other way. If the Lessee acts contrary to this provision, it shall forfeit to the Lessor per calendar day that the breach continues an immediately payable penalty equal to twice the rent per day applicable for the Lessee at that time, without prejudice to the Lessor's right to demand performance or dissolution, as well as full compensation.
- 15.2. The Lessee has the right to transfer its rights or obligations, in whole or in part, under this agreement to a third party.

Clause 16 End of lease or use

- 16.1 Subject to any statutory rights, the Lessee is obliged upon termination of the lease to return the property to the Lessor, to the satisfaction of the Lessor, in the original condition laid down in the description drawn up and verified upon commencement and, in the event there is no such description, in good condition, fully vacated, free of use and user rights and properly cleaned (fully swept) and to hand over to the Lessor all keys and the like. The Lessee is obliged to remove, at its own expense, all items which the Lessee affixed in, on or to the property or which the Lessee took over from the preceding lessee or user. The Lessor shall owe no compensation for any items not removed.
- 16.2. All items which the Lessee has apparently relinquished by leaving them behind in the property upon de facto vacating of the property, can be removed by the Lessor, at the Lessor's discretion, without any liability on the part of the Lessor, at the Lessee's expense.
- 16.3. In due time before start and after termination of the lease or the use, the property must be inspected by the parties jointly. The parties shall immediately draw up a report of this inspection, which shall set out which work is still to be executed with regard to repairs and restoration to the original condition at the Lessee's expense, and the manner in which such shall be effected, as well as the term within which such shall be effected. If the Lessee

continues to default on the performance of the obligations ensuing from the report, in whole or in part, the Lessor is entitled to instruct execution of this work itself and to recover the costs connected therewith from the Lessee.

- 16.4 For every hour the terminal is not handed over to Lessor after end of contract and as mentioned in clause 16.1, Lessee will pay a penalty of € 5.000,00 per hour.

Clause 17 Premature termination, default

- 17.1. The Lessor can prematurely dissolve this agreement, in whole or in part, by written notice to the Lessee if (the Lessee)
- a does not pay the amounts owing by it on the stipulated dates;
 - b the requisite permits are not granted or are revoked;
 - c does not perform any other provision of the lease;
 - d does not comply with any condition connected with consent granted by the Lessor;
 - e loses the free disposition of its capital or part thereof;
 - f loses its legal person status, is dissolved or liquidated or passes away;
 - g is declared bankrupt;
 - h offers a composition of creditors or if property of the Lessee is attached;
 - i any circumstance arises which in the opinion of the Lessor gives good grounds to fear that the Lessee shall default in the performance of its obligations or that the Lessor shall be disadvantaged in its recovery options.
- 17.2. The Lessee shall be in default by the mere expiry of a specific time period, or by the mere arising of a circumstance as aforementioned.
- 17.3. The Lessee is obliged to compensate the Lessor for all damage, costs and interest ensuing from a circumstance as referred to in 17.1 and ensuing from premature termination of the lease, including in the event of bankruptcy and a moratorium on payment, without prejudice to the right to demand performance and compensation.

Clause 18 – Cancellation

- 18.1 If cancellation takes place once the booking has been confirmed in writing, Lessee will be obliged to pay Lessor compensation, as set out below, on the total payment referred to in Clause 9.1:
- a. if cancellation takes place more than 6 months prior to the first reserved date(s), Lessee will be obliged to pay Lessor 50% of the total payment referred to in Clause 9.1;
 - b. if cancellation takes place less than 6 months but more than 4 months prior to the first reserved date(s), Lessee will be obliged to pay Lessor 75% of the total payment referred to in Clause 9.1;
 - c. if cancellation takes place less than 4 months but more than 2 months prior to the first reserved date(s), Lessee will be obliged to pay Lessor 85% of the total payment referred to in Clause 9.1;
 - d. if cancellation takes place less than 2 months prior to the first reserved date(s), Lessee will be obliged to pay Lessor 100% of the total payment referred to in Clause 9.1.
- 18.2 Bookings may only be cancelled in writing.

Clause 19 – E-mails

- 19.1 An e-mail may be considered equivalent to a written notice for the purpose of these General Terms and Conditions and all agreements.
- 19.2 The log file data of Passenger Terminal Amsterdam, Waterkant C.V. will provide compelling proof in the event of a dispute concerning whether or not e-mails have been sent or received.
- 19.3 E-mails are deemed to have been received if they can be accessed by the other party, which in all cases means as soon as they have reached the recipient's inbox.

Clause 20 Full agreement

- 20.1. The agreement encompasses all that the parties have agreed in connection with the subject-matter of the agreement. As of the time when the agreement comes into effect, all agreements which the parties previously made regarding the subject-matter of the agreement shall terminate.

Clause 21 Applicable law; competent court

- 21.1. The agreement of which these Event Conditions form part, is exclusively governed by Dutch law. All disputes arising in connection with this agreement, including disputes on the existence and validity thereof, shall exclusively be adjudicated by the competent court in Amsterdam.

Clause 22 Final provision

- 21.2. If the agreement or these General Conditions are held partly invalid or unenforceable, the parties shall continue to be bound by the remaining part. The parties shall replace the invalid or unenforceable part by clauses which are valid and enforceable and in respect of which the legal consequences, in view of the contents and purpose of the agreement and these Conditions, align as much as possible with those of the invalid or unenforceable part.