

RDM

EVENTS

GENERAL TERMS AND CONDITIONS LEASE
RDM EVENTS

GENERAL TERMS AND CONDITIONS LEASE RDM EVENTS

The general lease terms set out below are an integral part of and apply to all lease agreements between RDM Events and the lessee on the basis of which RDM Events leases all or part of the RDM Events 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 RDM Events in writing.

Article 1 - Information about the leased space

- 1.1 To the extent that it may reasonably be expected that RDM Events requires such information, the lessee must provide all of the information at its disposal to RDM Events. 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, RDM Events shall provide all of the information at its disposal to the lessee.
- 1.3 The lessee will inform RDM Events 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 RDM Events 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 RDM Events 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 RDM Events must be determined no later than 7 working days in advance, so that the planning can be made.
- 1.6 The lessee guarantees to RDM Events 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 RDM Events 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 RDM Events.
- 1.7 RDM Events 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 RDM Events 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, RDM Events 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 The Onderzeebootloods, the Middle- and East Hall at the RDM site can be leased. Regarding the specifications of the leased spaces, the relevant provisions as laid down in the lease agreement apply.
- 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 RDM Events' written permission and an additional charge may apply.
- 3.3 RDM Events' permanent retail outlets and sales areas in the leased space must be accessible to the public at all times.
- 3.4 Additional items (such as furniture, office, catering facilities), in and on RDM Events' premises are considered RDM Events' property and are only available on lessee's request.

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- 3.5 The car park is not part of the property that can be leased. Parking facilities are made available under the supervision of RDM Events by its personnel or by its regular suppliers and service providers. The lessee must comply with the instructions given by or on behalf of RDM Events regarding the use of the car park.

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 RDM Events. 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 RTM Events, the lessee shall be in default by operation of law and RTM Events 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 the right of RTM Events to claim full compensation and/or damages.
- 4.4. The prices stated RDM Events 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. If applicable, a program must be interrupted by an intermission of at least 25 minutes. RDM Events can grant a written exemption from this requirement, in which case RDM Events shall charge a higher rent to the lessee.
- 5.2. 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.
- 5.3. With the exception of spaces that can be accessed by everyone, the lessee or other persons, such as visitors, exhibitors, suppliers and artists, who are on the RDM Events because of the lessee may not enter spaces other than the leased space or spaces specified in the lease agreement.
- 5.4. Lessee may not operate RDM Events' engineering equipment and or enter RDM Events' service areas without RDM Events express written permission.

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 RDM Events 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.

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- 6.3 Partial cancellation may also take place if multiple spaces (rooms) are leased. The price of cancelled rooms 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 Covid19 or a similar 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 RDM Events, within a period of 13 calendar months. In such case the lessee owes to RDM Events 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 RDM Events another amount of administration and preparation costs of € 5,000,00 exclusive VAT.

Article 7 - Deposit and/or bank guarantee

- 7.1 Should RDM Events so demand, the lessee must make a Chamber of Commerce extract and a copy of a bank statement available to RDM Events for the purpose of verifying the bank account.
- 7.2 Should RDM Events so demand, the lessee must pay a deposit and/or provide a bank guarantee issued by a reputable bank to RDM Events.
- 7.3 RDM Events 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 RDM Events 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, RDM Events 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 RDM Events through regular suppliers and service providers include those listed below; they must in principle be obtained through RDM Events. The lessee may not provide these facilities and services itself or through third parties without RDM Events' expressly written permission.
- The services and facilities referred to include:
- Location Manager;
 - 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 RDM Events' regular suppliers and service providers.

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* 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](#): RDM Events Lease Regulations, www.rdmevents.nl/lease-regulations)

B – Information for the lessee’s visitors

8.2.1 In addition to the facilities and services listed in the preceding paragraph, RDM Events, 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).

This e-mail message informs visitors to the lessee’s event about the route to RDM Events, parking and any roadworks that are taking place and contains other important information if applicable. RDM Events 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 RDM Events can prepare and send the e-mail message on behalf of the lessee. If RDM Events 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.

Article 9 - Catering

9.1 Catering localities/facilities do not form part of the leased space. They are operated separately by RDM Events. RDM Events 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 RDM Events.

9.3 RDM Events’ 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 RDM Events. RDM Events has the right to the exclusion of all others to provide catering services in RDM Events spaces. RDM Events 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 and are estimated in the lease agreement. The number of guests may be changed, subject to a maximum change of 10%, up to at least seven (7) working days prior to the first lease date. Changes made closer to the first lease date may increase the catering costs but not reduce them.

9.6 The lessee 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 RDM Events.

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

Article 10 - Free access in a professional capacity

10.1 Persons designated by RDM Events 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.

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- 11.2 RDM Events 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. RDM Events 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 RDM Events.
- 11.4 RDM Events' written permission is required for the erection of stands and exhibitions. RDM Events shall allocate the space or spaces.

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 RDM Events or in the immediate environment of RDM Events (such as along the access roads or along the car park and appurtenant deliveries area) without RDM Events' express written permission.
- 12.2 The lessee may also not cover or remove the advertising objects present in RDM Events 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 RDM Events. RDM Events may, however, grant the right to sell merchandise to the lessee in return for payment of an amount determined by RDM Events.

Article 14 - Visual and/or audio recordings

- 14.1 RDM Events 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. RDM Events 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 (20) 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 RDM Events for assessment by RDM Events. This program or list must be approved by RDM Events 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. RDM Events may perform a number of duties to ensure the compliance referred to in consultation with the

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lessee. However, the performance of duties to ensure compliance shall remain at the risk and expense of the lessee. RDM Events 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 RDM Events.

- 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 RDM Events' own policy, RDM Events 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: "RDM Events Lease Regulations" www.rdmevents.nl/lease-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. RDM Events 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. RDM Events 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 RDM Events has laid down regulations that provide for, among other things, cleaning, safety and electrical devices or other devices. RDM Events 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 RDM Events and of employees of RDM Events.
- 15.6 RDM Events has the right to oblige the lessee to provide copies of the required permits/licences and exemption documents to RDM Events no later than one week prior to the first lease date. The most relevant permits/licences and statutory regulations are stated in "RDM Events Lease Regulations". The lack / absence of the required permits/licences does not exempt the lessee of from his (payment)obligations towards RDM Events.
- 15.7 The lessee has read and understood the provisions and regulations set out in the "RDM Events 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 RDM Events 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, RDM Events is a non-smoking building. The lessee is responsible for ensuring that the non-smoking policy is observed by its personnel, subcontractors, suppliers and visitors. Smoking, including E-smoking, is only permitted in the smoking areas designated by RDM Events.
- 15.9 If RDM Events 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 RDM Events 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 RDM Events the full damages in this matter. In addition RDM Events shall report the breach 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 RDM Events site because of the lessee fail, after having been warned, to comply with RDM Events' regulations, RDM Events 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 RDM Events in this regard shall never constitute a ground for the lessee to claim compensation. The lessee's other obligations under the lease agreement

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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), RDM Events' 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 imminent emergency or to prevent irregularities or imminent irregularities, RDM Events 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 RDM Events, or to grant the persons referred to access to the leased spaces.
- 17.3 RDM Events 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 RDM Events against any claims filed by third parties against RDM Events 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. This delivery report shall be signed by the lessee and RDM Events. 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 RDM Events 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, RDM Events 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 RDM Events is not in a position to fulfil its obligations due to a 'thorough renovation and/or construction works', RDM Events 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. If such a situation of 'thorough renovation' occurs, RDM Events 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 RDM Events 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 RDM Events' total contractual and statutory liability for culpable failure in the compliance of the agreement shall remain limited to indemnity of direct damage. RDM Events 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 RDM Events' total contractual liability shall remain limited to the rent paid to RDM Events by the lessee.
- 19.4 RDM Events shall only be liable for culpable failures to perform its obligations under an agreement if the lessee promptly without any delay and properly gives RDM Events notice of default in writing, which notice must set a reasonable term within which the breach can

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be remedied, and RDM Events continues to culpably fail to perform its obligations also after that term has passed.

- 19.5 The lessee shall be liable for all damage suffered by RDM Events to the extent that this damage was caused by the lessee or by other persons, such as invitees, who were on the RDM Events site because of the lessee. This includes the circumstance that the lessee wrongfully has no permits/licences, failed to comply with the permit/licence conditions, failed to comply with other statutory regulations, committed unlawful acts or otherwise failed to comply with its obligations under the lease agreement or these general terms and conditions. The lessee indemnifies RDM Events against possible claims of third parties. The lessee accepts RDM Events decision determining the damage and/or costs.
- 19.6 If RDM Events 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.
- 19.7 In the event of force majeure in the broadest sense on the part of RDM Events – which in any case includes one or more of the following circumstances: illness, incapacity for work or a failure to perform obligations on the part of the performer or performers, a failure on the part of (other) counterparties of RDM Events to perform their obligations, government measures, transport possibilities, fire, strike action, a work interruption, an pandemic / epidemic, the closure of RDM Events hired spaces for safety reasons, the inaccessibility of RDM Events, 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 RDM Events control – RDM Events shall not be liable towards the lessee for any damage that is the result of the situation of force majeure.

Article 20 - Termination and cancellation of the lease agreement by RDM Events

- 20.1 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, RDM Events shall be authorized to terminate the lease agreement with immediate effect and without observing a notice period.
- 20.2 RDM Events 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 RDM Events decides not to terminate or defers termination, the amounts owed under the lease agreement concluded shall become immediately due and payable.
- 20.3 Furthermore, RDM Events shall be authorized to terminate the lease agreement with immediate effect and without observing a notice period if the lessee does not give RDM Events within two (2) weeks following the conclusion of the lease agreement or at least two (2) months prior to the first lease date, the lease agreement that has been signed by the lessee to indicate the lessee's agreement.
- 20.4 In the cases referred to above, RDM Events may terminate the lease agreement before the end of its term without prejudice to RDM Events' right to compensation, without prior notice of default and without any liability for compensation arising on the part of RDM Events 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, RDM Events may use the deposit to recover its loss.
- 20.5 If RDM Events is unable to perform its obligations because of a situation of *force majeure*, RDM Events may terminate the lease agreement with immediate effect and without observing a notice period. RDM Events 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. RDM Events shall not be liable for any damage suffered by the lessee or by third parties as a result.

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Article 21 - General Data Protection Regulation

- 21.1. If and insofar as the lessee provides personal data to RDM Events 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 RDM Events, so that RDM Events may use the personal data to facilitate data subjects with respect to the Event; and
 - RDM Events 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 22 - Applicability of the General Terms and Conditions of Lease

- 22.1 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.
- 22.2 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.
- 22.3 RDM Events has the right to amend the General Terms and Conditions of Lease.
- 22.4 Lessee is aware and agrees that RDM Events has drawn up house rules for visitors which apply to all visitors. The house rules for visitors may be downloaded at any time from www.rdmevents.nl.
- 22.5 The lessee agrees that RDM Events will digitise 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 agreement as the original agreement which is binding on the parties and has the same legal force and evidential value as the original.
- 22.6 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 23 - Applicable law and disputes

- 23.1 If the lessee fails to perform an obligation under the lease agreement, the lessee shall be obliged in addition to other remedies to which RDM Events has recourse to reimburse RDM Events for all of the extra-judicial costs incurred by RDM Events 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.
- 23.2 The lease agreement is governed by Dutch law.
- 23.3 All disputes that arise from the lease agreement concluded between the lessee and RDM Events or from agreements related to the lease agreement shall be submitted to the competent court in Rotterdam, the Netherlands.

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