

General Terms and Conditions for the benefit of artist agencies

Applicable to agreements with organisations that are a member of CLC-VECTA Centre for Live Communication. These General Terms and Conditions are also applicable to additional and subsequent commissions.

In case there should prove to be a discrepancy between the content of the various language versions of these General Terms and Conditions, the text of the version in the language of the Netherlands shall prevail over the translated versions.

Chapter 1

- Article 1. Definitions
- Article 2. Applicability
- Article 3. Conclusion agreements
- Article 4. Fee and payment
- Article 5. Confidentiality
- Article 6. Liability and safeguarding
- Article 7. Obligation Client
- Article 8. Outsourcing, changes and extra and lesser work
- Article 9. Delivery and risk
- Article 10. Property
- Article 11. Penalty clause
- Article 12. Reclamations
- Article 13. Force Majeure
- Article 14. Cancellation
- Article 15. Dissolution and suspension
- Article 16. Invalidity etc.
- Article 17. Applicable law and competent court

Chapter 2 Bookings & Events

- Article 1. Performances of the Artist
- Article 2. Start, end and nature of the event or performance
- Article 3. Information
- Article 4. Use name Artist and CLC-VECTA member
- Article 5. Use works of music etc.
- Article 6. Making of recordings and photos
- Article 7. Merchandising
- Article 8. Special obligations Client
- Article 9. Catering
- Article 10. Location
- Article 11. Insurances
- Article 12. Sponsoring
- Article 13. Programming
- Article 14. Force Majeure

- Article 15. Cancellation and replacement
- Article 16. Liability

Chapter 3 Exhibit electronic data traffic

- Article 1. Conclusion agreement
- Article 2. E-mail messages
- Article 3. Materials and digital information
- Article 4. Data and files
- Article 5. Intellectual property
- Article 6. Security
- Article 7. Information via website member CLC-VECTA

CHAPTER 1

Article 1: Definitions

In these General Terms and Conditions will be understood under the following definitions, provided that they are written with a capital:

'Artist': the (professional) performer in the area of arts, entertainment, sports, and/or media such as an artist, musician, presenter, (TV-)personality and all those who provide technical, production or artistic support to this (professional) performer;
'Booking': the contracting of one or several Artists in the framework of a Commission;
'Client': the party that gives the Commission to the CLC-VECTA member;
'Commission': the Commission given by Client to the CLC-VECTA member which, in the broadest sense of the word, regards:

- (1) the organisation of: (singing) performances, (live)shows, presentations, concerts, events, scripts, films, festivities, photo-shoots, TV and/or theatre shows and/or parts thereof or the making of a contribution thereto;
- (2) The arranging of Bookings, whether or not in the framework of the stipulation under (1) of

this article;

- (3) The provision of consultancy and/or advice;
- (4) The production (or let be produced) of a Production or delivery of a contribution to a Production;
- (5) The lease and/or the giving in use of movable goods;
- (6) The delivery of services in connection with (artists) management, sponsoring, acting, Productions and/or (artistic) productions of third parties; and/or
- (7) The delivery of additional and/or other services and/or goods as described in an Agreement;

'Agreement': the agreement of Commission concluded between Client and the CLC-VECTA member;

'Supplier': the persons(s) that has committed or shall commit directly or indirectly towards the CLC-VECTA member to deliver services and/or making goods available, the one and the other in the broadest sense of the word, like among others for location rent, transport, decoration, light, sound, catering and security;

'Production': each recording produced by or on behalf of the CLC-VECTA member of (whether or not moving) images and/or sound and/or any other form of information on the basis of a Commission thereto;

'Rider(s)': special additional stipulations with regard to, among others, facilities to be provided by Client to the Artist, these stipulations are inseparably connected to the Agreement;

'CLC-VECTA member': the natural or legal person that is a member of the association with full legal powers under the laws of the Netherlands CLC-VECTA Centrum for Live Communication, having its legal seat in Breukelen, the Netherlands, which uses these general terms and conditions;

'Parties': the CLC-VECTA member and the Client;

'GTC or General Terms and Conditions': these General Terms and Conditions of CLC-VECTA.

Article 2: Applicability

- 2.1 The GTC are applicable to all offers and all Agreements.
- 2.2 To the extent that Client uses own terms and conditions, then these are not applicable

first then after explicit acceptance in writing by the CLC-VECTA member.

- 2.3 Deviations of the GTC are only binding if and to the extent that the CLC-VECTA member has declared explicitly in writing to agree with that. A deviation accepted by the CLC-VECTA member explicitly in writing only regards the Agreement for which the CLC-VECTA member has accepted the deviation.

Article 3: Conclusion Agreements

- 3.1 All offers and confirmations made by the CLC-VECTA, both verbally and in writing, are entirely non-binding and can, for as long as no Agreement has been concluded, at all times be changed or withdrawn by the CLC-VECTA member, without that the CLC-VECTA member is liable to pay any compensation (for damages) to Client.
- 3.2 Client is obliged to provide (a) all data, information, documents requested by the CLC-VECTA and (b) all other data, information and documents that may be of importance for the preparation and execution of the Agreement, without delay, fully and correctly to the CLC-VECTA member, on the basis of which the CLC-VECTA member will make an offer to Client.
- 3.3 If the data, information and documents mentioned in article 3.2 prove not to have been provided fully or correctly by Client, then Client shall be in default without any further notification and shall the CLC-VECTA member be authorised to, at his own discretion, dissolve the Agreement with immediate effect or to terminate or suspend the delivery of the services immediately, always notwithstanding the obligation of Client to fully pay the agreed fee to the CLC-VECTA member.
- 3.4 An Agreement will in principle only be concluded after Client and the CLC-VECTA member have signed the Agreement or Client has signed the commission confirmation in writing by the CLC-VECTA or if the CLC-VECTA member has started with the activities.

3.5 Agreements between the CLC-VECTA member and the contact person or representative of Client bind Client. If at the actual execution of the Commission no contact person or representative of Client is present or reachable, then the CLC-VECTA member is deemed, to the extent necessary, to perform with the approval of Client as contact person or representative of Client and he is by consequence authorised to implement changes in the execution, under the obligation of Client to pay the costs connected with these changes to the CLC-VECTA member.

Article 4: Fee and payment

- 4.1 All fees are exclusive of turnover tax and other levies which are or have been imposed by the government and the fees to be paid to the (copyright) organisations, such as Buma/Stemra and Sena, unless explicitly stated differently.
- 4.2 Unless agreed in writing differently, the payment by Client needs to take place within fourteen (14) days after the date of the invoice, notwithstanding the right of the CLC-VECTA member to stipulate a down payment and/or surety at the start of the Agreement in the form of a payment in advance. This advance payment forms a part of the agreement. The aforementioned payment term will be regarded as a fatal term, because of which Client when he does not pay within this term, will be in default by law without thereto a summation or notification of default being required, and is liable to pay over the due amount the trade interest by law in accordance with article 6:119a Dutch Civil Code to the CLC-VECTA member. The CLC-VECTA member is only obliged to give execution to the Agreement after the surety has been set. (See also art. 4.8)
- 4.3 If payment in instalments has been agreed, or payment before a certain date, then by not timely or not full payment of a term the entire agreed fee will immediately become payable upon demand, without a notification

of default being required.

- 4.4 If Client is in default to pay the due amount, the CLC-VECTA member shall be able to hand over his claim for collection and all costs made by the CLC-VECTA member, or by third parties employed by him, such as out-of-court costs, in-court costs and lawyer costs, shall be fully for the account of Client.
- 4.5 Costs will always be agreed on the basis of the prices in place at the time of the Agreement. If between the time of the conclusion of the Agreement with Client and the moment of compliance with the obligation on the basis of this Agreement at the side of the CLC-VECTA member price increases, for example with regard to fiscal charges, duties, currency and/or rate changes, of (copyright) organisations occur, then the CLC-VECTA member is authorised to charge this increase to Client. If the aforementioned increases are not proportional to the height of the costs, then each of the parties has the right to dissolve the Agreement without the right to compensation for damages for Client.
- 4.6 If the Agreement has been concluded with several Clients, then each of the Clients is jointly and severally liable towards the CLC-VECTA member for payment of all fees and costs.
- 4.7 Client is obliged to pay the agreed fee without any discount or set-off.
- 4.8 If the financial position or the payment behaviour of Client in the opinion of the CLC-VECTA member gives reason thereto, the CLC-VECTA member is at all times authorised to request from Client, that he provides without delay to the CLC-VECTA member (additional) surety in a form to be determined by the CLC-VECTA member including a bank guarantee and/or an (additional) advance payment on the agreed fee. The related costs are for the account of the Client.

Article 5: Confidentiality

- 5.1 Client and his employees are obliged to

absolute confidentiality with regard to all data, information and documents that he has received from the CLC-VECTA member. Client and his employees may only reproduce these data, information and documents after permission in writing by the CLC-VECTA member.

Article 6: Liability and safeguarding

- 6.1 The total liability of the CLC-VECTA member because of imputable shortcoming in his compliance with the Agreement is limited to compensation for direct damages, it being understood that this liability at all times is limited to the invoice value of the performance that gave cause to the damages, notwithstanding the stipulation hereafter in this article 6.
- 6.2 Under “direct damages” as referred to in article 6.1 shall solely be understood:
- The reasonable costs that Client would have to make to let the performance of the CLC-VECTA member comply with the Agreement. These damages will however not be compensated if Client has dissolved the Agreement;
 - Reasonable costs, made for the establishment of the cause and the scope of the damages, to the extent that the establishment relates to direct damages in the sense of these GTC;
 - Reasonable costs made for the prevention or limitation of damages, to the extent that Client demonstrates that these costs relate to limitation of direct damages in the sense of these GTC.
- 6.3 Liability of the CLC-VECTA member for indirect damages, including consequential damages, missed profits, missed savings and damages by enterprise stagnation, is excluded.
- 6.4 The CLC-VECTA member is, in compliance with the other stipulations in this article, solely liable if Client declares the CLC-VECTA member without delay and properly in default in writing, whereby reasonable term for amendment of the non-compliance or not-proper compliance is given and the CLC-VECTA member also after that term continues to come short imputably in the compliance with his obligations. The notification of default should contain a description as detailed as possible of the non-compliance or not proper compliance, so that the CLC-VECTA member is able to respond adequately. In article 6.3 the liability for indirect damages has already been excluded. If the CLC-VECTA member is liable for damages, then that liability is limited to the maximum of the amount to be paid out by the insurer of the CLC-VECTA member, or at least to the maximum of the declaration amount to which the liability relates.
- 6.5 Condition for the emergence of any right to compensation for damages is always that Client reports the damages as soon as possible after the emergence thereof in writing to the CLC-VECTA member.
- 6.6 Client is liable for every damage by whichever cause, caused by Client or third parties to goods possibly given by the CLC-VECTA member to Client in use and/or rented and/or used by the CLC-VECTA member in the framework of the execution of the Agreement. Client is obliged to conclude a proper insurance regarding the mentioned damages and shall upon first request provide insight in the policy and the policy conditions.
- 6.7 If the CLC-VECTA member employs directly or indirectly subordinates of the CLC-VECTA member, non-subordinates and/or other persons for the execution of the Agreement, then any liability of the CLC-VECTA member according to article 6:76 Dutch Civil Code, article 6:170 Dutch Civil Code, article 6:171 Dutch Civil Code and article 6:172 Dutch Civil Code is excluded, unless there is an instance of wilful intent or gross negligence by managers of the CLC-VECTA member. This also applies to the third parties employed by the CLC-VECTA member.
- 6.8 Client safeguards the CLC-VECTA member against all claims of third parties regarding

damages for which Client according to the stipulation of article 6.6 is liable. Client shall pay to the CLC-VECTA member any damages, herein included all legal costs made by the CLC-VECTA member, that might be the consequence of any claim of third parties.

- 6.9 In addition to the other stipulations in this, the CLC-VECTA member is never liable for incorrect or inexperienced use by Client of goods made available by the CLC-VECTA member.
- 6.10 If the CLC-VECTA member, notwithstanding the previous stipulations, is liable after all, then he is only liable to the maximum of the amount that is paid out under his liability insurance in the concerned case, minus the amount of own risk.

Article 7: Obligations Client

- 7.1 Client is towards the CLC-VECTA member obliged to comply with all obligations and directions by the government and the CLC-VECTA member, which concern any activity of Client in the framework of a Commission, without restriction.
- 7.2 Client warrants towards the CLC-VECTA member to have all licenses, which are required with regard to the activities of Client in connection with which the CLC-VECTA member executes the Commission and the use of what the CLC-VECTA member delivers. Client shall provide the CLC-VECTA member if so requested immediately with insight in the licenses referred to and all (possibly additional) conditions of the license in that regard and/or make a copy available to the CLC-VECTA member.
- 7.3 Client shall provide the CLC-VECTA member always without delay a full insight in every agreement made with the government or any entity made in connection with the activities of Client in connection with which the CLC-VECTA member executes the Commission or the use of what the CLC-VECTA member delivers.
- 7.4 Client shall, with regard to services similar

or comparable to the services of the CLC-VECTA member, not (let) give to a third party any commission, or (let) tolerate such services during the execution of the Agreement, except for after the prior permission in writing of the CLC-VECTA member.

- 7.5 Client shall enable the CLC-VECTA member fully to execute his services properly.
- 7.6 If Client does not or will not properly fulfil his obligations, as described above, then Client shall without any further notification of default be in default and the CLC-VECTA member shall be authorised to dissolve the Agreement with immediate effect and to terminate his activities immediately, or to suspend the delivery of the services, notwithstanding the obligation of Client to pay the agreed fee and the damages of the CLC-VECTA member fully to the CLC-VECTA member.
- 7.7 Client is not authorised, without permission in writing of the CLC-VECTA member, to sell and/or deliver the delivered to third parties, or to assign his obligations and/or rights on the basis of the Agreement in whole or in part to third parties.

Article 8: Outsourcing, changes, extra and lesser work

- 8.1 The CLC-VECTA member is authorised to outsource the execution of the Commission in whole or in part to one or several third parties, it being understood, that such may not lead to a result whereby Client receives a materially different performance than the agreed performance.
- 8.2 If a proper execution of the services of the CLC-VECTA member such according to the discretion of the CLC-VECTA member makes it necessary, the CLC-VECTA member shall be authorised, in consultation with Client, to change or add to the agreed services.
- 8.3 If Client, after conclusion of the Agreement, wishes to implement changes in the Agreement with regard to (the execution of) the Commission, then he needs to make these changes known in writing to the CLC-VECTA

- member. These changes only come into force, if these have been accepted in writing by the CLC-VECTA member. The costs that are connected to the changes desired by Client are for the account of Client.
- 8.4 If a change of the Agreement has the consequence that an agreed delivery term is exceeded, then this term shall be extended for an indefinite time, unless agreed in writing differently. Such and exceeding and the related costs and damages will solely be for the account and risk of Client. The CLC-VECTA member shall however do his utmost to give execution to the activities after all within a reasonable term.
- 8.5 If for the activities of the CLC-VECTA member a fixed price is agreed, each exceeding thereof shall require the prior permission in writing of Client. Client is then required to pay the extra work referred to pro rata to the CLC-VECTA member, as well as the additional costs.
- 8.6 If the CLC-VECTA member for the benefit of or at the execution of the Agreement, has concluded an agreement with a Supplier or another third party which makes use of general terms and conditions, then also these terms and conditions apply to the Agreement between the CLC-VECTA member and Client and the CLC-VECTA member can make a claim under these towards Client. Client accepts hereby the applicability of the mentioned general terms and conditions, of which the CLC-VECTA member upon his request shall make a copy available to Client.
- 8.7 The CLC-VECTA member shall make an effort that Artists and Suppliers contracted in the framework of the Agreement comply with the made agreements and that the agreed services are being provided. Without that such gives Client the right to claim compensation for damages or to dissolve the Agreement, the CLC-VECTA member has however the right to contract equal third parties and to deliver equal services. The CLC-VECTA member will always consult with Client in advance about such changes.
- 8.8 If the CLC-VECTA member provides his mediation for the recruitment of third parties, the CLC-VECTA member shall therefore charge a fee further to be agreed upon. The fee of third parties contracted by mediation of the CLC-VECTA member by Client for whom the CLC-VECTA member is not liable, takes place directly by Client and Client safeguards the CLC-VECTA member in relation thereto from any claim of the mentioned third parties.
- 8.9 If for the activities of the CLC-VECTA member a fixed fee is agreed, this, if the activities require less time than is agreed or foreseen or less costs have been made, shall have no consequences for the agreed fee.
- Article 9: Delivery and risk**
- 9.1 The offers, commission confirmations 9.2 The CLC-VECTA member will do his utmost to comply with the delivery terms. The Client must declare the CLC-VECTA member in writing in default if the delivery terms are exceeded.
- 9.3 The delivery terms only start at the moment of the conclusion of the Agreement, or if later, upon receipt of all necessary data, information and documents as referred to in article 3.2 of these GTC or upon receipt of the agreed fee.
- 9.4 Sending or delivery of goods, in the framework of the execution of the Commission, by or on behalf of the CLC-VECTA member to whoever and wherever, takes place for the account and risk of Client at all times.
- 9.5 If Client does not take possession of the delivered by the CLC-VECTA member, then this will be for the account and risk of Client. The CLC-VECTA member is in that case authorised to (let) store the goods for the account and risk of Client and to require payment as if delivery had taken place.
- 9.6 Client is at all times responsible for the consequences of the use of the delivered. Thereby Client is at all times responsible for the obtaining of the required licenses as

well as for the conclusion of the required insurances. Client safeguards the CLC-VECTA member in that matter against all claims of third parties.

- 9.7 The CLC-VECTA member is not liable towards Client in case of loss, theft and/or damaging of monies and goods belonging to Client or third parties.
- 9.8 If Client does not object upon the delivery, he is deemed to have approved the delivered and has the delivery taken place.
- 9.9 Client is not permitted to use the delivered for other purposes than for which this is destined according to the Agreement. Client is not permitted without permission in writing of the CLC-VECTA member to implement changes to the delivered.

Article 10: Property

- 10.1 All goods sold and/or delivered by the CLC-VECTA member remain his property until the Client has complied with all of his obligations from the Agreement. Till that moment the Client is deemed to hold the goods solely for the CLC-VECTA member. The Client may not transfer the ownership of the goods, deliver them or give as a lien or otherwise as a surety. The ownership of possible goods made available to Client whether or not the rights of use were granted to him in the framework of the agreement, will at all times be with the CLC-VECTA member.
- 10.2 The copyright and other intellectual property rights on special offers, offers, documentation, designs, concepts, recordings and all possible other goods realised for Client, therein included the possible data or programs delivered to Client, will remain at all times with the CLC-VECTA member or his licensors. Client is not authorised, except for the explicit permission in writing of the CLC-VECTA member, to use, reproduce or disclose the aforementioned materials, other than as explicitly permitted by the CLC-VECTA member in the Agreement.
- 10.3 The property of the goods, possibly made

available to Client, whether or not granted to him in the framework of the rights of use granted to him, remains at all times with the CLC-VECTA member. Client is entitled to have the goods within the framework of his normal conduct of enterprise in the framework of the agreement. Client is not permitted to let third parties vest surety rights on the goods made available.

- 10.4 If Client does not comply with his payment obligations towards the CLC-VECTA member, then the CLC-VECTA member is irrevocably authorised, without that a notification of default is required, to (let) repossess the goods made available for the account of Client from the location where they are. Client is obliged to give the CLC-VECTA member all cooperation if he makes use of the aforementioned right. All related costs are for the account of the Client.

Article 11: Penalty clause

- 11.1 Upon violation of any obligation of Client on the basis of the articles 7, 9 and 10, Client is, without any notification of default is required, liable to pay for each violation an amount of € 10,000 to the CLC-VECTA member, notwithstanding any other right belonging to the CLC-VECTA member such as the right to compensation for damages and also an amount of € 1,000 per day that this violation lasts.

Article 12: Reclamations

- 12.1 Client is obliged to make each complaint regarding the execution by the CLC-VECTA member of the Agreement without delay after establishment known verbally to the CLC-VECTA member and subsequently confirm it within two (2) days to the CLC-VECTA member in writing. If Client remains in default therewith, then the CLC-VECTA member is deemed to have complied with his obligations.
- 12.2 If Client has reasonably not been able to detect a possible defect or a possible shortcoming within the term set in article 12.1, then Client is required to notify the

CLC-VECTA member without delay in writing of the defect or the shortcoming, no later than within eight (8) days, to be counted from the moment that Client could reasonably have or has discovered the defect or the shortcoming, in the absence whereof Client cannot make a legally valid claim anymore on any shortcoming or any defect and the CLC-VECTA member is not liable anymore for the damages incurred by Client.

- 12.3 Complaints about the height of the amounts of the invoices should be submitted within fourteen (14) days after the day of sending of the invoice in writing and directly to the CLC-VECTA member, in the absence whereof the right of Client to make an objection about the height of the amount of the invoice has become void.

Article 13: Force Majeure

- 13.1 In case of Force Majeure the CLC-VECTA member shall be released of his obligation to comply with the Agreement, for as long as the concerned impediment continues. Under Force Majeure is being understood: each circumstance independent from the will of the CLC-VECTA member, because of which the compliance with obligations of the CLC-VECTA member towards Client in whole or in part is prevented or because of which compliance with obligations in reasonableness cannot be required from the CLC-VECTA member.
- 13.2 Under Force Majeure in the sense of article 13.1 of these GTC is also understood:
- non-imputable shortcoming of the CLC-VECTA member or of persons of which the CLC-VECTA member makes use in the execution of the Agreement, such as help persons, contractors of the CLC-VECTA member;
 - as well as work strike, exclusion, illness, export and/or through put bans, transport problems, machine rupture, traffic disruptions, power disruptions, delivery problems, change of regulations, measures by the government, terrorism (threat), death of a member of the Royal

Family, non-compliance with the obligations by Suppliers of the CLC-VECTA member, disruptions in the production, extreme weather conditions, frost, disasters of nature, war and/or threat of war.

- 13.3 In case there is an instance of an imputable shortcoming by Client, the stipulation in article 6:75 Dutch Civil Code has been excluded and is Client therefore obliged to pay any damages incurred by the CLC-VECTA member, notwithstanding any other obligation of Client and without that a notification of default is required.

Article 14: Cancellation

- 14.1 Client is not authorised to cancel the Agreement in-between. If Client cancels this Agreement nevertheless for whichever reason in-between, then the Client shall compensate the suffered loss and missed profits of the CLC-VECTA member. This compensation is payable immediately upon demand.

Article 15: Dissolution and suspension

The CLC-VECTA member is authorised to dissolve the Agreement with Client, without further notification of default or intervention of the courts is required, in whole or in part, or, at his own discretion, to suspend the further execution of the Agreement, if:

- a. the Client is in default with the compliance with any obligation, which results from the Agreement; or
- b. after the conclusion of the Agreement information has come to the knowledge of the CLC-VECTA member that gives the CLC-VECTA member a good ground to fear that the Client cannot comply with his obligations; or
- c. the Client is declared to be bankrupt and/or that a filing therefore is issued; or
- d. Client files for suspension of payment; or
- e. Client is placed under guardianship or dies; or
- f. the legal person of the Client is dissolved or the enterprise of the Client is liquidated.

g. In the aforementioned cases the claims of the CLC-VECTA member on the Client are immediately payable upon demand, the one and the other notwithstanding the right of the CLC-VECTA member to claim full compensation for damages.

Article 16: Invalidity etc.

16.1 The invalidity of any stipulation of the Agreement between parties (and therefore also of the GTC) does not affect the validity of the other stipulations of the Agreement. In case of invalidity of any stipulation parties shall, in connection with the subject of the concerned stipulation, conclude a further agreement that approaches the intention of parties as much as possible. The previous applies accordingly in case that any stipulation of the Agreement or the execution thereof would be in violation with any regulation in the area of media law.

Article 17: Applicable law and competent court

17.1 The laws of the Netherlands apply to the Agreement.

17.2 All disputes between parties in connection with the Agreement shall with the exclusion of any other court be decided by the competent court in the district where the CLC-VECTA member has his seat.

CHAPTER 2 BOOKINGS AND EVENTS

Article 1: Performances of the Artist

1.1 Client declares to be fully aware of the performances and the nature of the performance of the Artist as well as to accept that composition of the content of the performance and the presentation thereof is fully determined by the Artist. The Artist may produce the sound level that he deems necessary in the interest of the performance. If the applicable licenses/permits include articles about limitation of sound, then Client is required to report this timely, if possible upon granting the Commission, in writing to the CLC-VECTA

member. If necessary and/or possible Client will do his utmost to get dispensation for the aforementioned limitation of sound. The agreements about this are recorded in the Rider under the Chapter facilities for the benefit of sound.

Article 2: Start, end and nature of the event or performance

2.1 The times of start and end agreed by Parties of the performance of the Artists and/or the event are binding. If Client during the preparation or execution of the performance of the Artist and/or the event requests the CLC-VECTA member to change the agreed end time to another end time, the CLC-VECTA member is authorised to refuse this request at his own discretion or to accept the request as extra work.

2.2 If Parties agree a “private” performance of the Artist or a “closed” event, then the Client shall be forbidden to sell entrance tickets or otherwise provide access against payment and the Client shall also be forbidden to give any form of publicity to the performance or event, including links to a brand, savings promotion and so forth. In case of a closed performance or event solely Client is responsible for the creation and distribution of the invitations to a clearly described target group.

Article 3: Information

3.1 Client informs the CLC-VECTA member no later than two (2) weeks before the performance of the Artist and/or the event in writing about all information that is required for the performance and/or the event, like a route description, name and telephone number of the contact person on site. The CLC-VECTA member shall make an effort that the Riders, the stage plan and the biography of the Artist will be made available to Client as soon as possible. The CLC-VECTA member is not liable for the not (timely) making available of the aforementioned information or the incorrectness or incompleteness of said information.

Article 4: Use name Artist and CLC-VECTA member

- 4.1 Client is forbidden to, except for different agreements in writing, to use the (artists) name, brands, logos and images of the Artist, other than for the announcement of the performance of the Artist and/or event, for whichever purpose. These announcements are required by the way to be removed no later than one (1) week after the performance of the Artist and/or event.
- 4.2 Client is not permitted without permission in writing of the CLC-VECTA member, to refer in any way to the CLC-VECTA member or make use of the logo, name and/or house style of the CLC-VECTA member.

Article 5: Use works of music etc.

- 5.1 If on the occasion of the performance of the Artist or the event, whether or not in the framework of the execution by the CLC-VECTA member of his activities according to the Agreement, works of music, audiovisual works or other copyright protected works are made, or music recording or audiovisual recordings are reproduced and/or made public, it shall at all times be the responsibility of Client to obtain thereto the permission of the rightful owners, or to contract with collective rights organisations such as Buma/Stemra and Sena or to contribute the fee required by them.
- 5.2 Client safeguards the CLC-VECTA member against all claims of third parties in that regard and shall pay to the CLC-VECTA member all damages, the costs of legal support therein included, that relate to the mentioned claims. This applies also for recordings made or arranged by the Artist or personnel in the employment or on behalf of the Artist.

Article 6: The making of recordings and photos

- 6.1 It is not permitted for Client and/or third parties to make sound and/or video recordings and/or photos of the performance of the Artist or the event. Client shall

take by means of adequate measures to ensure that also the public and (other) contractors of Client or third parties employed by Client shall make no sound and/or video recordings of the performance of the Artist or the event.

Article 7: Merchandising

- 7.1 Client shall make available upon request of and in consultation with the CLC-VECTA member or with the Artist an adequate area with table(s) and lighting for the sale of merchandising products of the Artist, including CDs, photos and clothing. The Artist or third parties employed by the Artist is/are exclusively and without fee or limitation authorised to the mentioned sale.

Article 8: Special obligations Client

- 8.1 Client declares and warrants for his own account and risk and without that there are further costs connected for the CLC-VECTA member in connection with the performance of the Artist and the event, that the Rider(s) will be fully complied with by Client and that:
 - a. for the benefit of the performance proper professional sounds and light equipment and sound and lighting technicians are available;
 - b. dressing room accommodations to be locked with so-called unique key are available for the Artist and co-operatives of the Artist in the direct vicinity of the stage, from 1 hour before the start of the performance till 1 hour after the end of the performance;
 - c. the dressing room accommodations are fitted with light, heating, table, chairs, mirror, flowing water, clean towels, clothing rack and 220V sockets;
 - d. in the dressing room accommodations sufficient soft drinks, mineral water, tea and coffee are available for use;
 - e. a proper stage and the necessary electricity facilities are available;
 - f. no video or sound recordings or photos shall be made of the performance and the event and no writing, filming or

- photographing press shall be present at the performance and the event;
- g. sufficient personnel of a professional private security organisation is present, employed in consultation with the CLC-VECTA member by Client, both before, during and after the end of the event;
 - h. all the publicity material with regard to the performance and the event will be submitted in advance for approval to the CLC-VECTA member;
 - i. in case of an open air performance a stage is present and this stage is proper, separated and covered, so that the weather conditions reasonably can cause no damages to the Artist and other persons;
 - j. the Artist can cross the distance between dressing room and stage undisturbed and safely;
 - k. if it proves that the popularity of the Artist on the date of the performance has considerably increased compared with the time of the conclusion of the Agreement, possibly further modified security measures will be taken;
 - l. the Artist can execute the performance responsibly and under safe circumstances; Client shall not admit more than the agreed and by the competent authorities permitted number of spectators in/on the location of the events;
 - m. Client shall arrange for sufficient usable emergency exits, fire extinguishing means, barriers and other security measures;
 - n. in the direct vicinity of the stage there is a parking facility for the Artist and the co-operatives of the Artist and the CLC-VECTA member;
 - o. no products that relate to the Artist on the occasion of the performance and the event will be distributed on or in the location of the performance and event and the direct surroundings thereof, except after the prior permission in writing of the CLC-VECTA member;
 - p. Client shall give no more than 5 guests of the Artist and no more than 5 guests of the CLC-VECTA member free access to the performance of the Artist and the event, this to be arranged via the Riders or in mutual consultation;
 - q. Client in connection with the performance, the event and the previous shall follow the reasonable directions of the CLC-VECTA member.
- 8.2 Client shall arrange for all licenses and permits required for the organisation of the performance of the Artists/the event and warrants that the design of the location complies with all related legal obligations and other equal prescriptions. Client shall ensure that by the performance of the Artist and the event and the organisation thereof will not be acted in violation of lawful stipulations, regulations or other government prescriptions, including but not limited to the placing of publicity posters. Client safeguards the CLC-VECTA member against all claims in that regard, such as but not limited to fines, injunctions, etc. and Client shall compensate to the CLC-VECTA member any damages, the costs of legal support therein included, that relate to the mentioned claims.
- 8.3 In order to avoid any misunderstanding, Client warrants that (i) the performance of the Artist and the event is entirely organised and takes place for his own risk, (ii) that any possible loss as a consequence of the exploitation of the performance of the Artist and the event shall be entirely for the own risk of Client and (iii) that all costs linked to the performance of the Artist and the event are exclusively for the account of Client.
- 8.4 Any fee as set forth in the Agreement is based on the location capacity determined in the Agreement, admission prices and the budget of the costs that are involved in the performance or the event. Client shall upon first request present to the CLC-VECTA member all underlying documents, such as receipts, invoices, agreements etc. in connection with the costs made by Client, the number of admission tickets and the used admittance prices to the CLC-VECTA

member. If the location capacity and/or admission prices as stated in the Agreement, have been exceeded, or costs than in the costs budget made, then Client shall be liable to pay a proportionally higher fee to the CLC-VECTA member. Under no circumstance whatsoever shall the fees be lowered.

- 8.5 If Client does not or not properly comply with or violates any obligation or warranty as described before in this article 8, then the CLC-VECTA member and the Artist have the right, notwithstanding any other right belonging to them, to suspend the performance or, if the performance has already started, to cease the performance, until Client does comply with his obligations properly. If Client continues to come short in the compliance with his obligations and the Artist on that ground has stopped the performance longer than one hour after the agreed starting time or the time on which the performance was stopped, does not start (again), then the Artist is authorised to let the performance continue no (further), notwithstanding the obligation of Client to comply with all of his obligations, including his obligation to payment of the agreed fee, without reserve and notwithstanding the right of the Artist and the CLC-VECTA member to compensation for damages.

Article 9: Catering

- 9.1 If the CLC-VECTA member in the framework of the execution of the Agreement is responsible for catering (like the provision of food and/or drinks), the number of persons to which such relates, stated by Client to the CLC-VECTA member in advance, is binding. If it proves that the CLC-VECTA member or the catering company employed by the CLC-VECTA member has to deliver for more persons than stated by Client, then the CLC-VECTA member is authorised to refuse the delivery to more persons than agreed, or to accept the delivery to persons as extra work. The number of persons present stated by the CLC-VECTA member or by the catering

company employed by the CLC-VECTA member, reduced with the number of persons stated in advance, is binding as a basis for the calculation of the extra work.

Article 10: Location

- 10.1 If the Agreement must be executed by the CLC-VECTA member in or on a location, that is not made available by the CLC-VECTA member or by a third party contracted by the CLC-VECTA member or does not meet the requirements and the conditions that have been agreed between Parties, then the CLC-VECTA member is in no way whatsoever liable if the concerned location is not actually available, notwithstanding the right of the CLC-VECTA member to request compliance with the Agreement.
- 10.2 Client warrants that he acts as organiser of the performance of the Artist and/or the event and acts as such towards the Lessor/owner of the place of the performance of the Artist and/or the event and by consequence shall be fully liable.

Article 11: Insurances

- 11.1 Client is obliged to purchase for the benefit of the Artist and the musical, technical and organisational accompaniment of the Artist a sufficiently covering insurance against the lawful liability of Client. If Client is an association or foundation, then it is an obligation for the board members and those that act on behalf or in commission of the board, to purchase sufficiently covering directors liability insurance. The insurance policies and conditions and, if so requested, a translation into English thereof, should be submitted by Client no later than two (2) weeks before the performance of the Artist or the event to the CLC-VECTA member, or to (the contact persons of) the Artist for approval.

Article 12: Sponsoring

- 12.1 The performance of the Artist and the event, as well as the publicity in that regard,

shall not be sponsored by or linked to a product or company without permission in writing of the CLC-VECTA member. The Artist is not obliged to whichever promotional performance or interview, without that thereto prior permission in writing of the CLC-VECTA member has been obtained.

Article 13: Programming

13.1 Client shall only in consultation with and after obtained permission of the CLC-VECTA member book another artist as preceding program/support act to the Artist or as part of the event.

Article 14: Force Majeure

14.1 Under Force Majeure as referred to in article 13 of chapter 1 of these GTC will also be understood: disruptions in the regular supply of goods to be delivered by Suppliers or third parties, as well as water and power deliveries and/or work disability as a consequence of illness or accident of the Artist on the day of the performance and/or the event; death of a family member further to be identified of the Artist; the temporarily or definite splitting up of (the group/band of) the Artist; the circumstance because of which the Artist cannot timely reach the place of the performance (for example in case of extreme weather conditions) and/or because of which the performance cannot take place in a responsible manner, notwithstanding the stipulation in article 15 of these special part of the GTC.

Article 15: Cancellation and replacement

15.1 The CLC-VECTA member has the right to cancel either the performance and/or the event, or to move in consultation with Client the performance and/or event to another date, if, on the day of the performance and/or the event, the Artist has radio, TV, film or sound recordings or if the Artist, as a consequence of contractual obligations is, abroad for a tour, without that the CLC-VECTA member and/or the Artist shall be

liable to pay damages towards the Client in that instance.

15.2 In case a situation occurs as specified above in article 14 and 15.1 of this special part of these GTC, or the concerned Artist, because of illness and/or Force Majeure, is not able to perform, the CLC-VECTA member has the right, but not the obligation to (let) replace the concerned performance in consultation with the Client by another equivalent artist, whereby the possible extra costs to be made reasonably will be for the account of Client, without that, this gives Client the right to dissolve the Agreement with the CLC-VECTA member (in part) or to otherwise terminate it.

Article 16: Liability

16.1 In addition to article 6 of Chapter 1 of the GTC, Client is liable for any damages by whichever cause on the occasion or in connection with the performance of the Artist and the event caused by visitors of the performance and the event or co-operatives or other contractors of Client or third parties employed by Client to (i) Client, (other) visitors or contractors of Client or third parties employed by Client or their goods or to (ii) the CLC-VECTA member, the Artist, their co-operatives or contractors or their goods or to (iii) the location (and amenities) of the performance or the event and all (other) goods that are on the location in relation to the performance and the event. Client safeguards the CLC-VECTA member against all claims of third parties in that matter and Client is obliged to purchase, regarding the mentioned damages, a proper insurance and to pay all related costs.

CHAPTER 3

EXHIBIT ELECTRONIC DATA TRAFFIC

This Exhibit forms an integral part of the applicable General Terms and Conditions of CLC-VECTA. In addition to the definitions used in the GTC, shall be understood in this Exhibit under "Electronic data traffic": the sending or receiving

of information and declarations via all electronic means of communication such as for example e-mail, FTP (File Transfer Protocol) or interactive internet pages;

Article 1: Conclusion agreement

- 1.1 This Exhibit is applicable to the website(s) of the CLC-VECTA member and to all services that are offered via the site(s) and to all communication with the CLC-VECTA member. Parties agree that agreements concluded via electronic data traffic are binding between parties and that information sent via electronic data traffic in a possible court procedure has mandatory status of proof regarding agreements in place between parties, till proof to the contrary by the party that claims that the evidence is not reliable.
- 1.2 In case of a conflict regarding the content, form or sending/receipt time of electronic messages sent by parties, or of the information entered or left behind by them via the website and the content, form or send/receipt time of the message received by the CLC-VECTA member or of the information received via the site, relevant information as recorded in the administration and/or the electronic databases of the CLC-VECTA member shall be regarded as mandatory evidence in a possible court procedure, till proof of the contrary by the party, that claims that the evidence is not reliable.

Article 2: E-mail messages

- 2.1 An agreement per e-mail message can be regarded as equal in the framework of the General Terms and Conditions to an agreement in writing.
- 2.2 In case of a dispute about the whether or not being received or sent of e-mail messages, the log file data of the CLC-VECTA member shall render mandatory evidence.
- 2.3 E-mail messages are deemed to have been received if these are accessible for the other party, under which is in any case understood the moment that they reach the

mailbox of the recipient party.

Article 3: Materials and digital information

All materials and digital information that relate to the agreement and that in the framework thereof are made available to the CLC-VECTA member, shall upon the first request of Client be handed over to him, but only after Client has complied with all of his obligations towards the CLC-VECTA member. The costs for the required information carriers are for the account of Client. All materials and digital information that is made available by the CLC-VECTA member to the Client shall be handed over upon first request of and to the CLC-VECTA member.

Article 4: Data and files

- 4.1 The CLC-VECTA member treats the data of Client as strictly confidential. These shall not be made available to third parties, unless the CLC-VECTA member is obliged thereto by law, or if this is necessary for delivery of the services.
- 4.2 If the Client provides data to the CLC-VECTA member, then these data are recorded in a file. If Client places an order via the website of the CLC-VECTA member, the CLC-VECT member shall register these orders by name. The data of the Client shall not be made available to third parties, unless that is necessary to execute the order of Client.

Article 5: Intellectual property

- 5.1 If the Client sends the CLC-VECTA member a message, for example to publish that via the website of the CLC-VECTA member, the Client therewith gives the CLC-VECTA member the right to publish that message (inclusive of the name stated by the Client), to reproduce and/or edit it without a further fee therefore is due.
- 5.2 All intellectual property rights with regard to the website of the CLC-VECTA member, including the program, texts, image and sound belong to the CLC-VECTA member and/or to the person from whom the CLC-VECTA member has obtained a licence.

This means among others that it is not permitted without the permission of the CLC-VECTA member to disclose information stated on the website of the CLC-VECTA member, to reproduce and/or to treat it other than for personal use.

Article 6: Security

- 6.1 Data that Client submits to the CLC-VECTA member regarding the number of bank accounts or credit cards will be sent via a secured protocol.
- 6.2 The CLC-VECTA member on a daily basis lets a virus check be executed, to safeguard as much as possible, that the website of the CLC-VECTA member is free of viruses and remains so. However the CLC-VECTA member cannot warrant the virus free status of the website.

Article 7: Information via the website of the CLC-VECTA member

- 7.1 Information that Client finds on the website of the CLC-VECTA member has been composed with great care. The CLC-VECTA member can however not warrant that the information on the site is at all times complete and correct. The Client is as a user responsible for his decisions and the related actions on the basis of the information.
- 7.2 Information on the website of the CLC-VECTA member can be modified from time to time.
- 7.3 The website of the CLC-VECTA member possibly contains links to websites of third parties. The CLC-VECTA member selects the websites to which is referred as careful as possible. The CLC-VECTA member however cannot vouchsafe the content and the functioning of the websites of third parties. See also the disclaimer placed on the website.

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