



Entertainment Agency B.V.

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General Terms and Conditions of Sale and Delivery Entertainment Agency B.V.

Article 1. Definitions

In these general terms and conditions of delivery the following terms are defined as:

Terms and Conditions: these general terms and conditions of sale and delivery;

Artist: the (professional) practitioner in the field of art, entertainment, sports, and/or media (such as, but not limited to, an artist, musician, presenter, (TV) personality) and/or the person who provides technical, production or artistic provides assistance to this (professional) practitioner;

Bureau: the Limited Liability Company Entertainment Agency B.V. registered in Lisse;

Consumer: the natural person who does not act in the exercise of his profession or business;

Supplier: the person(s) who, directly or indirectly, in connection with the Assignment to be carried out by the Agency, has committed itself to providing services and/or making items available to the Agency, all this in the broadest sense of the term the word, such as for room rental, transport, decoration, light, sound, catering and security;

Offers: any non-binding written offer from the Agency to grant an Assignment and/or provide other services;

Assignment: the assignment given by the Client to the Agency, which relates, for example but not exclusively, to:

- (1) the organization of Performances, shows, presentations, concerts, events, festivities, and/or parts thereof or making a contribution thereto;
- (2) making bookings, whether or not in the context of (1) above;
- (3) providing consultancy services;
- (4) producing a Production or making a contribution to a Production;
- (5) renting and/or lending movable property;
- (6) providing services in connection with (artist) management, sponsorship, Productions and/or (artistic productions of third parties.

Client: the Consumer or the legal entity that provides the Order to the Agency;

Performance: the (artistic) performance to be delivered, as described in the Agreement.

Agreement: the Agreement concluded between the Client and the Agency, which relates to the Assignment given to the Agency, including appendices to this Agreement, including the Rider;

Production: any recording of (moving or non-moving) images and/or sound and/or any other form of information made by or on behalf of the Agency on the basis of an Assignment for this purpose;

Parties: the Agency and the Client jointly;

Rider: a document describing specific requirements and wishes of an Artist with regard to technical, logistical, hospitality and promotional conditions for a Performance.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all quotations, agreements and other legal relationships between Parties in this context.

2.2 These General Terms and Conditions can also be consulted via the internet via the following link:
<https://www.entertainment-agency.nl/terms.pdf>

2.3 If the Agreement contains provisions that deviate from the General Terms and Conditions, the provisions of the Agreement apply. In the event of any contradiction between the concluded Agreement and an appendix to this Agreement (for example the Rider), the provisions of the Agreement apply.

2.4 In these General Terms and Conditions, 'written' also means communication by e-mail.

Article 3. Formation of Agreements

3.1 All offers, including Quotations, are made in writing and are without obligation. As long as no Agreement has been concluded (see Article 3.3 below), the Agency may at any time revoke the offer or Quotation or decide not to enter into an Agreement.

3.2 Unless the Quotation states otherwise, the Quotation is valid for 7 (seven) days. After this period has expired, a new Quotation must be requested and the price may have changed.

3.3 The Agreement is concluded after both the Client and the Agency have signed the Agreement, or after the Client has confirmed in writing that it agrees with the Agreement. 3.4 The Client must provide (a) all data, information and documents requested by the Agency and (b) all other data, information and documents that may be relevant to the preparation and execution of a possible Agreement, fully and correctly to the Agency, so that the Agency can make



an appropriate offer. If these data, information and documents prove to be incomplete or correct, the Client will be in default without further warning. The Agency then has the right, at its own discretion, to immediately terminate the Agreement in writing or to immediately stop or suspend the provision of services. The Client remains obliged to compensate the Agency for the full damage.

Article 4: Prices and fees

- 4.1 The prices for the Order are the prices shown in the Quotation, unless otherwise agreed.
- 4.2 All prices are stated in euros, excluding sales tax (VAT), any government environmental levies, and compensation to rights organizations such as Buma/Stemra and Sena, unless expressly stated otherwise.
- 4.3 All prices are based on the circumstances prevailing at the time of concluding the Agreement. If these circumstances change subsequently, such as fiscal charges, taxes, currency and exchange rate changes, or if it subsequently appears that the Client has provided incomplete or incorrect information, the Agency has the right to pass on these changes to the Client. The Agency will communicate any changes to the agreed fee(s) in writing, including a specification of the additional costs. This does not affect Article 3.4.

Article 5. Invoicing and payment

- 5.1 Unless otherwise agreed in writing prior to carrying out the Assignment, payment by the Client must be made within 14 (fourteen) days after the invoice date.
- 5.2 If the Client does not pay one or more invoices on time, the Client will be in default immediately and without further notice of default.
- 5.3 The full assignment amount is immediately due and payable by the Agency as soon as:
 - a. a payment term has been exceeded;
 - b. the Client has gone bankrupt, a bankruptcy petition has been filed, or a suspension of payments has been applied for;
 - c. the Client's goods or claims have been seized;
 - d. the Client (company) is dissolved or liquidated;
 - e. the Client (natural person) requests to be admitted to judicial debt restructuring, is placed under guardianship, or dies.
- 5.4 If the Client, who is not a Consumer, fails to fulfill his (payment) obligations under the Agreement or these General Terms and Conditions, all judicial and extrajudicial costs incurred by the Agency as a result will be borne by the Client. For Consumers, the extrajudicial collection costs are calculated in accordance with the graduated scale of the Extrajudicial Collection Costs Standards Act and the associated Decree.
- 5.5 If the Agreement has been concluded with multiple Clients, each Client is jointly and severally liable for the payment of all amounts due and resulting obligations.
- 5.6 Complaints about the invoice amount must be submitted in writing and directly to the Agency within seven (7) days of the invoice date, otherwise the Client's right to complain will lapse.
- 5.7 The Client, who is not a Consumer, may not suspend his payment obligations or settle his claims against the Agency.
- 5.8 The Agency may, even after partial or complete execution of an Agreement, demand full or partial advance payment of the agreed sum. The Client is obliged to provide sufficient security for payment at the request of the Agency. If the Client does not comply with this within the period set by the Agency, he will immediately be in default. Until the requested advance payment has been made or the requested security has been provided, the Agency is not obliged to (further) implement the Agreement. In that case, the Client remains obliged to pay the total order amount.

Article 6. Changes, cancellation and substitution

- 6.1 If the Client wishes to make changes after concluding the Agreement but before the actual execution of the Assignment, he must notify the Agency in writing. These changes are only valid after they have been accepted in writing by the Office. Any costs associated with the changes desired by the Client will be borne by the Client.
- 6.2 During the execution of the Assignment, changes are only possible if they are requested by an authorized representative of the Client and subsequently accepted by the Agency. Requests from employees of the Client will not be processed unless they have been ratified by a person authorized to represent them. The Client cannot invoke this article to the detriment of the Agency if a request has been made by a person of the Client whom the Agency could expect to be authorized to represent (appearance of representation). Any costs associated with changes accepted by the Agency will be borne by the Client.



- 6.3 If a change to the Agreement results in an agreed delivery period being exceeded, this period will be automatically extended, unless otherwise agreed in writing. The costs and damage resulting from such an exceedance are solely at the expense and risk of the Client.
- 6.4 The Client is entitled to cancel the Agreement. In that case, however, the Client is obliged to pay 100% of the order amount. If the Client is a Consumer, it must also compensate the costs and lost profits suffered by the Agency as a result of the cancellation. This compensation must be paid immediately.
- 6.5 The Agency has the right to cancel the Performance and/or event or move it to another date in consultation with the Client if on the day of the Performance and/or event the Artist has radio, television, film or has sound recordings or if the Artist is staying abroad due to a performance or tour. In that case, the Agency and/or the Artist are not liable for damage to the Client.
- 6.6 In situations as described in article 6.5 of these General Terms and Conditions, or if the Artist in question cannot perform due to force majeure (as described in article 18), the Agency has the right (but not the obligation) to cancel the Performance in consultation with the Client, to be replaced by another equal Artist. Any additional costs reasonably incurred will be borne by the Client. The Client has the right to reject an alternative Artist and to terminate the Agreement without being liable for damages, unless it only concerns a change in the composition of the Artist's act (for example a change in the band line-up). In that case, the Client does not have the right to (partially) dissolve the Agreement or otherwise terminate it vis-à-vis the Agency.

Article 7: Termination and suspension

- 7.1 The Agency has the right to terminate the Agreement in whole or in part, or to suspend further performance, without further notice of default or judicial intervention being required, in the following cases:
 - a. The Client is in default of fulfilling any obligation arising from the Agreement and/or these General Terms and Conditions, such as the obligation to provide correct and complete information (see Article 3.4) and the payment obligation (see Article 5).
 - b. After the Agreement has been concluded, the Agency comes to the attention of information that gives reason to fear that the Client cannot or will not fulfill its obligations.
 - c. The Client is declared bankrupt or such an application is submitted.
 - d. The Client applies for a suspension of payments.
 - e. The Client is placed under guardianship or dies.
 - f. The legal entity of the Client is dissolved or the Client's company is liquidated.
- 7.2 If the Agreement is terminated on the basis of one of the reasons stated, the Agency's claim for payment of the agreed assignment sum by the Client is immediately due and payable. This applies without prejudice to the Agency's right to claim full compensation.

Article 8: Delivery and risk

- 8.1 The Client declares that the Artist's Performance and the event take place entirely at the expense and risk of the Client.
- 8.2 The delivery times stated in quotations, order confirmations and/or Agreements are approximate and therefore not strictly binding for the Agency, unless expressly stated otherwise in writing agreed.
- 8.3 The delivery periods only commence at the time of concluding the Agreement, or if later, upon receipt of all necessary data, information and documents as referred to in Article 3.4 of these Terms and Conditions or upon receipt of the agreed compensation.
- 8.4 The Client must give notice of default to the Agency in writing if the delivery times are exceeded.
- 8.5 If the Client does not purchase the product delivered or to be delivered by the Agency or does not do so on time, the costs and risks will be borne by the Client.
- 8.6 If the Client does not object to delivery, it is assumed that the Client has approved the delivered goods and delivery has taken place. The Client cannot subsequently complain about defects that were apparent at the time of delivery (for example if an artist started later than agreed).
- 8.7 The Client may not use the delivered goods for purposes other than those for which they are intended according to the Agreement.

Article 9: Liability

- 9.1 The Agency is only liable for direct damage to the Client that arises during or in connection with the execution of the Agreement, insofar as this damage is not the result of actions by the Client himself, such as incorrect or incompetent use of equipment by the Agency, goods made available. The Agency's total liability is limited to compensation of a



maximum of the invoice value of the performance that gave rise to the damage, without prejudice to what is further determined in this article 9.

- 9.2 The Agency is not liable for indirect damage to the Client, including consequential damage, lost profits, reduced goodwill, losses suffered, missed assignments, missed savings, damage due to production or business interruptions or stagnation.
- 9.3 The Agency is not liable for damage to property of the Client or third parties due to loss, theft and/or damage.
- 9.4 The Agency is not liable for damage caused by its subordinates and/or third parties engaged, unless it is liable for this according to the law. The Agency is also not liable for damage resulting from mediation services as referred to in Article 13.2.
- 9.5 If the Agreement must be performed at a location that is not made available by the Agency or a third party contracted by the Agency, and which does not meet the conditions agreed between the Parties, the Agency is not liable if the location is unavailable. without prejudice to the Agency's right to demand performance of the Agreement.
- 9.6 The Agency is only responsible if the Client immediately informs the Agency in writing what is wrong, and gives a reasonable time to solve the problem. If the Agency still has not responded, the Agency may be held liable. The report must be as detailed as possible so that the Agency can respond properly.
- 9.7 The Client is liable for damage caused by visitors to the Performance and the event, employees of the Client, other contractors of the Client or third parties engaged by the Client. This liability includes damage to the Client himself, other visitors, contractors of the Client, third parties, property of the Agency, the Artist, their employees, contractors, the location of the Performance or event and all other goods located at the location in connection with the Performance or event.
- 9.8 The Client indemnifies the Agency against all claims from third parties with regard to the goods or services supplied by the Agency, regardless of the cause or time of the damage. The Client will reimburse all damage, including legal costs, resulting from claims by third parties. This indemnification also applies if the Artist or his staff makes photographs, sound or film recordings during the Performance.
- 9.9 If the Agency is nevertheless liable, for example because the Client is a Consumer and the Agency cannot demonstrate that the limitations in this article are justified, liability is limited to the amount paid out under the Agency's liability insurance in that specific case. , minus the deductible.

Article 10: Event insurance

- 10.1 The Client can take out Event Insurance for the event that is the subject of the Agreement. This insurance provides cover for various risks and calamities that can prevent or prevent the passage of an event.
- 10.2 The Agency is not obliged to inform the Client of the existence of the insurance or to actively offer the insurance to the Client - i.e. in the phase prior to concluding the Agreement.

Article 11: Obligations of the Client

- 11.1 In addition to the obligation to provide information for a suitable Quotation according to Article 3.4, the Client must provide all necessary information in writing to the Agency no later than two (2) weeks before the performance of the artist and/or the event, such as directions and the name and telephone number of the contact person on site. The Agency will make every effort to deliver the Riders and other relevant information to the Client as quickly as possible. The Agency is not liable for failure to provide this information on time, incorrectly or incompletely.
- 11.2 The Client is obliged to fully comply with all obligations and instructions from the government and the Agency that relate to any activity in the context of an Assignment.
- 11.3 The Client must have all necessary permits for the activities related to the Assignment and the use of what the Agency supplies. At the request of the Agency, the Client must provide access to these permits and (any additional) permit conditions, and/or provide a copy thereof to the Agency.
- 11.4 The Client is obliged to obtain permission from the rights holders for the use, reproduction or publication of musical works, audiovisual works and other copyrighted works. In addition, the Client must conclude contracts with collective rights organizations such as Buma/Stemra and Sena and pay the fees required by them.
- 11.5 The client guarantees that he is the organizer of the artist's performance and/or event and is obliged to behave as such towards the landlord or owner of the location of the performance and/or event.
- 11.6 The Client is obliged to fully comply with the Rider(s), at its own expense and risk, without incurring any additional costs for the Agency.
- 11.7 The Client is obliged to take out proper liability insurance and will provide access to the policy and the policy conditions upon first request.



- 11.8 The Client is obliged to take out sufficient insurance against legal liability in favor of the artist and their musical, technical and organizational supervisors. If the Client is an association or foundation, it must also take out sufficient coverage of directors' liability insurance for its board members and those who act on behalf of or on behalf of the board.
- 11.9 The Client is not entitled to transfer its obligations and/or rights under the Agreement in whole or in part to third parties.
- 11.10 If the Client does not or does not properly fulfill an obligation as described above, the Client will automatically be in default without further notice of default. The Agency then has the right to immediately terminate the Agreement and immediately stop or suspend its activities or services. The Client remains obliged to fully reimburse the Agency for the agreed compensation and all damage suffered by the Agency.

Article 12: Nature of event, artist performance

- 12.1 The Client declares that he is fully aware of the nature of the Performance that the Artist will provide, and he accepts that the substantive composition of the Performance and its presentation are entirely determined by the Artist. The Artist has the freedom to produce the volume of sound he deems necessary for the Performance. If the applicable permits contain provisions regarding noise limits, the Client must report this to the Agency in writing in a timely manner, preferably when placing the order. The Client will make every effort to obtain an exemption from this noise limitation.
- 12.2 If the Parties agree on a "private" Performance by the Artist or a "private" event, the Client may only invite a specifically described target group. The Client may not sell admission tickets or offer access to others outside the target group for a fee. Also it is The Client is not permitted to give any form of publicity to the Performance or event, including links to brands through savings promotions or similar methods.

Article 13: Use of third parties

- 13.1 The Agency is entitled to outsource the execution of the Assignment in whole or in part to one or more third parties.
- 13.2 The Agency can also mediate between the Client and a third party to establish an Agreement in which, for example, the Client books an Artist with that third party. In such a case there is no Agreement between the Agency and the third party.

Article 14: Sponsorship

- 14.1 The Artist's Performance and the event, including all publicity, may not be sponsored by or associated with any product or company without written permission from the Agency. The Artist is not obligated to make any form of promotional Performance or interview without prior written permission from the Agency.

Article 15: (Intellectual) Property

- 15.1 The copyright and other intellectual property rights on offers, Quotations, documentation, designs, concepts, recordings and all other goods realized for the Client, including supplied data and software, remain at all times the property of the Agency or its licensors. The Client may not use, reproduce or make public these materials without the express written permission of the Agency, unless otherwise agreed in the Agreement.
- 15.2 The ownership of goods made available to the Client, including any rights of use, remains with the Agency at all times. The Client may use these goods within the context of its normal business operations as agreed in the Agreement. The Client may not establish any security rights on these goods.
- 15.3 If the Client does not fulfill its payment obligations towards the Agency, the Agency has the right to retrieve the goods that the Agency has made available from the location where they are without prior notice of default. The Client must fully cooperate with the Agency in this regard. All costs involved will be borne by the Client.

Article 16: Penalty clause

- 16.1 In the event of violation of any obligation of the Client pursuant to the provisions of Articles 8, 11, 15 and 19, the Client (not being a Consumer), without any notice of default being required, will be liable for an amount of € 10.000 (ten thousand euros) for each violation.) and an amount of € 1.000 (one thousand euros) per day or part of a day that this violation continues, is due to the Agency, without prejudice to the Agency's right to full compensation.
- 16.2 Unless otherwise agreed in writing, the Client is not entitled to use the name of the Artist, brands, logos and images of the Artist, except for the announcement of the Artist's Performance and/or the event. These announcements must be removed no later than one week after the Artist's Performance and/or event.



- 16.3 The Client is not permitted to refer to the Agency in any way or to use the Agency's logo, name and/or corporate identity without written permission from the Agency.

Article 17: Duty to Complain

- 17.1 In addition to what is stated in Article 5.6, the Client must report any complaint about the performance of the Agreement or any shortcoming of the Agency, including alleged damage, in writing to the Agency within seven (7) days after discovery or reasonable discovery. If the Client fails to do so, the Agency will be deemed to have fulfilled its obligations.

Article 18: Force majeure

- 18.1 The Agency is not liable for failure to fulfill obligations under the Agreement as a result of circumstances beyond its control or sphere of risk. This also applies if these circumstances were foreseeable when entering into the Agreement. Force majeure includes, but is not limited to:
- a. Shortcomings of suppliers or persons engaged by the Agency, such as the Artist, assistants and contractors;
 - b. Strike, lockout, company occupation;
 - c. Incapacity for work due to illness or accident of the Artist;
 - d. Death of a first- or second-degree relative of the Artist;
 - e. Situations that prevent the Artist from attending the event/performance (e.g. extreme weather conditions);
 - f. The disintegration of the Artist's group;
 - g. Import, export and/or transit ban, transport problems, machine breakdown, traffic disruptions, energy disruptions, delivery problems;
 - h. Changed legislation and regulations, government measures, terrorism (threat);
 - i. Production disruptions, extreme weather conditions, frost, natural disasters, war and/or threat of war, fire, water damage, pandemic, epidemic, civil war, riot, revolution, molestation;
 - j. Disruptions in the supply of energy, water and (tele)communication services in the Agency's operations;
 - k. Acts or omissions of the operator of the location where the Artist will perform that prevent the Agency from fulfilling its obligations (in a timely manner).
- 18.2 As soon as a circumstance occurs or threatens to occur as described in paragraph 1 of this article, the Agency will inform the Client as soon as possible, but no later than within 72 hours, stating the expected consequences for the fulfillment of its obligations.
- 18.3 In the event of force majeure, the Agency is released from its obligations for as long as the force majeure situation lasts. If this situation continues for more than two months and the Agency is still unable to meet its obligations, either party may terminate the Agreement without the Agency having to pay damages.
- 18.4 If the Agency has already partially fulfilled its obligations during a period of force majeure or can only partially fulfill it, it may invoice this part separately. The Client is obliged to pay this invoice.
- 18.5 The following situations are not considered force majeure for the Client:
- a. Failure to obtain the necessary permits or exemptions.
 - b. Change or bankruptcy of the venue, causing the performance to be canceled or unable to comply with the rider (see Article 11.6).

Article 19: Confidentiality

- 19.1 The Client must treat all data, information and documents it receives from the Agency as strictly confidential. Publication or reproduction is only permitted after written permission from the Office. This does not apply if disclosure is required by law or by court order. In that case, the Client must inform the Agency immediately.
- 19.2 The Client must also impose the confidentiality obligation referred to in paragraph 1 on its employees and other third parties involved. The Client guarantees that these parties adhere to the obligation of confidentiality.

Article 20: Exclusion of the Right of Withdrawal

- 20.1 No right of withdrawal applies to our services for either business Clients or Consumers as provided in Article 6:230p of the Dutch Civil Code, paragraph e.

Article 21: Applicable law and competent court

- 21.1 Dutch law applies to the Agreement.



- 21.2 All disputes between Parties will be settled exclusively by the competent court in the district where the Office is located, unless this is contrary to mandatory law. If the Client is a consumer, the court of the consumer's place of residence is the competent court. The Office reserves the right to deviate from this jurisdiction rule and to apply other rules with regard to the jurisdiction of the court.

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