



GENERAL TERMS AND CONDITIONS CODE-16 B.V.

The following are the general terms and conditions of CODE-16 B.V. In these general terms and conditions we will refer to ourselves as 'we' or 'us' and to our relations as 'client'.

1. GENERAL

- [1] All our services, deliveries and offers are subject to these general terms and conditions. Deviations and/or additions will only be valid if agreed upon in writing.
- [2] When using the services of one or more third parties in the execution of an agreement, we will be entitled to also rely on the general terms and conditions used by these third parties.

2. OFFERS

- [1] All our offers are free from obligation, unless expressly agreed upon otherwise in writing.
- [2] Offers will apply for a maximum period of 14 days from the date when the offer was made.
- [3] After an offer is accepted, we will always have a 14-day period in order to withdraw our acceptance.
- [4] An offer composed of multiple sections may only be accepted in its entirety and not partially.

3. AGREEMENTS

- [1] We are only bound by agreements in writing. You cannot rely on verbal undertakings towards us.
- [2] Changes and/or additions to established agreements will only be valid if agreed upon in writing. If a change and/or addition requires extra work, an additional fee will apply for this. In case no agreement is reached on the amount of the fee, this fee will be determined by us unilaterally and within reason.
- [3] If client remains in default of enabling execution and/or progress of an agreement, all consequences arising from this, including any additional charges, will be entirely at the expense and risk of client.
- [4] We are entitled to reject offers, agreements and/or bookings without providing reasons for such rejections.
- [5] Client will not have the right to book an artist to one or more third parties without our written consent. We may always attach further terms and conditions to our consent
- [6] For each booking, client will be obliged to indicate the sponsors (stating the brand and product group) of the event/show, in default of which, we may cancel a show, while retaining the fee agreed with client.

CREATIEF ONDERSCHIEDEND DOOR ENTHOUSIASME

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4. SHOW

- [1] We (and the artist) are entirely free in the manner of execution of the agreement and particularly in the performance of the show.
- [2] For each artist, client must provide for a properly secured/guarded (dressing) room with sanitary facilities (in the immediate vicinity).
- [3] Except for with written consent from us, it will not be allowed to make any audio recordings and/or video recordings during shows. In case of a violation client will incur an immediately due and payable penalty to us of € 5,000.- without prejudice to the right to claim full compensation instead of this penalty.
- [4] No restrictions may apply during the soundcheck and/or show of the artist. In case of restrictions which (may) be detrimental to the show and/or the image of the artist, the artist will have the right to cancel his show, without the fee agreed with the client ceasing to apply.
- [5] Client must provide an easily accessible, proper and secure working space for the artist and take all required measures to that effect, in default of which the artist will have the right to cancel his show, or in case the show has already started to temporarily or definitively stop this without the fee agreed with the client ceasing to apply.
- [6] Client is aware of and agrees to the fact that every artist has a rider with own terms and conditions, which terms and conditions must be complied with by client, in default of which the artist will have the right to cancel his show, without the fee agreed with the client ceasing to apply.
- [7] At the request of the client we will provide photographs, logos and/or artwork of the artist on loan. These materials will remain our property and must be returned to us within 7 days after the show. The materials may only be used for the promotion of the show of the artist and expressly not be used for commercial exploitation such as merchandising, etc.
- [8] Client may only use the name and/or image of an artist after advance written consent from us. Depending on the facts and circumstances an additional fee may be demanded for this use.
- [9] The costs of promotion will always be entirely at the expense and risk of client and will never be charged to us, nor to the artist.
- [10] Client will only be entitled to (in whichever way) promote the show of the artist after our advance written consent. Stipulated as a condition for this consent will among other things be full payment of the fee.
- [11] Subject to advance written commitments, the artist will not be obliged to cooperate with the promotion of the show and/or to give interviews.
- [12] Client will provide and be responsible for all required authorisations, licences, etc. for the festivities/the event. The consequences of not having the required authorisations, licences, etc. will be at the expense and risk of client.
- [13] Unless expressly agreed upon otherwise, the show will always be held indoors.

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5. FOREIGN COUNTRY

- [1] Client will provide and be responsible for the reservation and payment of a airline ticket, including airport taxes.
- [2] Client will provide and be responsible for the reservation and payment of a luxurious and clean room with a double bed in a five-star hotel, unless otherwise agreed upon in writing.
- [3] Client will provide and be responsible for the local transportation in a properly representative vehicle (not being a taxi) with an English-speaking chauffeur.
- [4] Client must provide for all requirements of the artist on location, within reason, in default of which the artist may arrange this by himself at the expense and risk of client.

6. INFORMATION

- [1] Client has a duty to disclose and will be obliged to provide us in time with all information client is aware of or may reasonably be aware of, which is or may be relevant for the performance of the assignment.
- [2] If client fails to comply with the aforementioned obligation, or else fails to comply with same in its entirety and/or in time we will be entitled, depending on the circumstances, to suspend the execution of the agreement, in which case the additional costs will be at the expense and risk of client, or else to cancel without the fee agreed with the client ceasing to apply.

7. RATES

- [1] All our rates are always excluding tax levies (such as VAT), also all costs for travel and accommodation.
- [2] Unless otherwise agreed upon in writing, our costs will be excluding the buyout fees of rights organisations (such as Buma/Stemra/Sena/etc. in the Netherlands) and you will be required to handle the administration and financial payment with these organisations yourself.
- [3] The price included in an agreement will always be based on the information known at that time. In case of external cost-increasing factors after its establishment, we will be entitled to adjust the price in the agreement accordingly, without the client being entitled to cancel the agreement.

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8. CANCELLATION

- [1] Client will always be entitled to cancel a show against payment of the following buyout payment:
More than 30 days before the show 75%*
Less than 30 days before the show 100%
* External costs which can no longer be cancelled will always be charged on for the full 100%.
- [2] We will always be entitled to cancel a show in case the artist has a radio and/or television appearance abroad, a promotional appearance, a show abroad and/or has obligations towards the record company, which fully or partially coincide with the show of client, also in case these were planned after the assignment from client.
- [3] Besides this, we have the right to cancel a show when the artist is unable to perform for well-founded reasons (including, but not limited to illness).
- [4] In the situations as referred to in paragraph 2 and 3 of this article, client will not owe a fee for the show, however client will also not be entitled to any (damage) compensation from us or the artist.
- [5] In all situations where the artist is prevented from performing, at the request from client, we will seek a substitute performance (by another artist), where the costs for the substitute performance will be entirely at the expense and risk of client.

9. FORCE MAJEURE

- [1] In case of force majeure we will be entitled to suspend the execution of the agreement during the period of the force majeure.
- [2] Force majeure will be understood to mean: each cause or circumstance which reasonably should not be at our risk or the risk of the artist. This includes, but is not limited to: delay at or default by suppliers, means of transportation, operational breakdowns, sickness absence and job strikes, also in the event that compliance by us or by the artist is prevented through reasons of a personal nature.
- [3] In case the period of force majeure continues on for more than 3 months, also in case it is determined that the force majeure is of a lasting nature, parties may terminate the agreement, while client will only be required to pay for the works actually performed by us and we furthermore do not owe each other any (damage) compensation.

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10. COMPLAINTS

- [1] Complaints/claims must be submitted forthwith and in writing, yet no later than within 8 days after the execution of the performance.
- [2] Claims that are not submitted in time or that are not (sufficiently) motivated will not be accepted.

11. LIABILITY

- [1] We perform our services to the best of our ability and make every effort to realise the arrangements made for you. We do so on the basis of the information that is known to us, the established facts and the given circumstances. We provide no further guarantee.
- [2] Except for in case of wilful intent or gross negligence, we will not be liable for damage (either direct or indirect) and/or any disadvantage arising from the works performed by us, or else arising from any failure in the works performed by us.
- [3] In case an artist is forced to cancel a show, due to whichever circumstance, we will only be held to undertake to arrange a substitute artist. If we succeed in doing so, we will set off the cost variations of the new artist with the client. If we do not succeed to do so, client will owe no fee for the artist, however we will further not owe any damage compensation either.
- [4] We are not liable for damage arising from the termination or cancellation of an agreement or an order to carry out an assignment.
- [5] We are not liable for third parties deployed by us for the performance of the assignment.
- [6] We exclude our liability for indirect and consequential damage.
- [7] Our liability in all cases is limited to the amount paid out under our liability insurance and in the absence of this, to the amount of the order, with a maximum of € 25,000.-.
- [8] In case of the threat of damage, client will be obliged to notify us of this forthwith and to enable us to prevent and/or limit the threatening damage.
- [9] Client guarantees and is responsible for the safety of the persons deployed by us (including artists, support staff, etc.) and appurtenant goods (records, record cases, headphones, bags, coats, etc.). Client is fully liable for all damage that we and/or the third parties we deployed incur as a result of injury or harm to these persons / goods (for example through aggression, theft, fire or damage).
- [10] Client must fully indemnify us against all claims from third parties pursuant to the execution of an agreement.
- [11] Client must provide proper insurances, in any case including: third-party insurance, event insurance and cancellation insurance. In case this is not achieved (in time) for whichever reason, client must notify us of this in writing forthwith.

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12. FINANCIAL

- [1] Client will each time be required to pay all our invoices within the payment term and in default of this within 30 days, without any deductions and without suspension due to an alleged default. In case the aforementioned term is exceeded, client will owe 1% per month in interest and also owe collection costs.
- [2] Payments will always first be written off against the interest and costs and after this against the oldest outstanding invoice.
- [3] In case of default, liquidation, bankruptcy or suspension of payments on the part of client, or if we are notified of circumstances which provide good cause for concern that client will not (be able to) comply with his payment obligations, all (payment) obligations of client will become immediately due and payable.
- [4] In principle, payment will be by bank. In case of cash payment, client will be responsible for the issue of a receipt.
- [5] Unless expressly agreed upon otherwise in writing, agreed fees must be received by us in full, prior to the performance of the artist(s), in default of which we will have the right to cancel the show, without the payment obligation for the agreed fees ceasing to apply.

13. PROVISION OF SECURITY

- [1] We will at all times have the right, prior to performing (further), to demand sufficient security from the client that he will comply with his (current and future) obligations towards us within a reasonable term.
- [2] Client will in any case be held to this in case of his bankruptcy, suspension of payments, shutting down of operations or liquidation of the company, or else as a result of the client, due to attachment or otherwise, losing full or partial power of disposition of his assets.

14. RIGHT OF SUSPENSION

- [1] If client fails to (sufficiently) comply with his obligations towards us in full or in part, we will have the right, without notice of default, to suspend the execution of the agreement until client has fully complied with his obligations.
- [2] We also have the aforementioned right in the event that we are notified of circumstances which provide good cause for concern that client will not comply with his obligations and client has provided no security or insufficient security to that effect.

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15. TERMINATION

- [1] In case client is in default of complying with the agreement, we have the right to terminate the agreement (extra-)judicially in full or in part.
- [2] In such case, the client will be obliged to compensate us for the lost revenue, which equals the fee under the agreement.
- [3] In such a case we will never owe client any compensation.

16. NON-COMPETITION CLAUSE

Client will not be permitted to directly contact our artists regarding (subsequent) bookings, in default of which client will incur an immediately due and payable penalty of € 10,000.- per violation and € 500.- for each day this violation continues, without prejudice to our right to claim full damage compensation instead of this penalty.

17. INTELLECTUAL PROPERTY

- [1] Unless expressly agreed upon otherwise in writing, we will never transfer intellectual property rights.
- [2] All intellectual property rights arising from this agreement accrue to us. In so far as necessary, you will provide full cooperation upon first request to transfer these rights to us.

18. FINAL STIPULATION

- [1] Our provision of services (offers, price quotations, agreements, etc.) is solely governed by Dutch law.
- [2] The Court of Utrecht has exclusive jurisdiction to hear disputes with us.
- [3] The provisions from these terms and conditions have not only been obtained in our own interest, but also in the interest of our (former) staff, artists and all other third parties deployed. The terms 'we' and 'us' therefore also will be understood to mean them.

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