

SELLING TERMS PROMOPODIUM B.V.

ARTICLE 1 DEFINITIONS

In these general terms and conditions the following definitions apply:

- 1.1. **Contractor:** the private company PromoPodium B.V., established in Amsterdam, hereafter: "PromoPodium" and trade names acting in name of PromoPodium.
- 1.2. **Client:** every person association, natural or legal person with whom PromoPodium comes to an agreement, negotiates the realisation thereof, or whom PromoPodium provides a quotation.
- 1.3. **Assignment:** every agreement between PromoPodium and the client, every adjustment made or addition added to this agreement, as well as every action performed in preparation or during the realisation of the agreement.
- 1.4. **Quotation:** the non-committal report of the specified proceedings by Promopodium and an indication of these costs.
- 1.5. **Services:** the process of organising, assisting, decorating and styling events and other activities.

ARTICLE 2 APPLICABILITY

- 2.1. These conditions apply to all offers (and acts) of PromoPodium and all agreements made or in making between PromoPodium and other parties.
- 2.2. The applicability of any general terms and/or conditions by the client will be rejected by PromoPodium.
- 2.3. Amendments regarding any of the provisions stated in the previous article can only be agreed to in writing.
- 2.4. When Promopodium is in agreement with the amendment, as expressed in paragraph 2.3, the provision shall only apply to the relevant agreement.
- 2.5. When the client accepts an offer or places an order it means that the client fully acknowledges and affirms the conditions without restriction.
- 2.6. Deviation of the conditions of the provisions can only happen in writing, in which case the other provisions remain in full force and effect.

ARTICLE 3 QUOTATIONS AND THE REALISATION OF THE CONFIRMATION

- 3.1. An oral or written quotation does not bind PromoPodium and only serves as an invitation to start a particular assignment.
- 3.2. An assignment of the client will only be accepted by a written confirmation of said assignment or is seen as accepted when PromoPodium starts with (the preparations of) the implementation of the assignment.
- 3.3. The confirmation shall be deemed to reflect the agreement, unless the client objects to this in writing within five days after it was sent.
- 3.4. PromoPodium has the right to have work carried out by third parties if PromoPodium perceives this as a requirement. These costs are at the expense of the client.

ARTICLE 4 IMPLEMENTATION OF THE AGREEMENT

- 4.1. PromoPodium will carry out the agreement to the best of its abilities and in accordance with the requirements.
- 4.2. PromoPodium maintains the right to postpone the agreement until the confirmation has been signed and received, and - if applicable – when the first invoice has not yet been paid.
- 4.3. PromoPodium has the right to have work carried out by third parties.
- 4.4. The client shall ensure that all information of which PromoPodium is inclined to know will be provided as soon as possible, in order for PromoPodium to implement the agreement accordingly. If the relevant data has not been provided in time, PromoPodium has the right to postpone the agreement or charge the client with the extra consequential costs according to the customary rates.
- 4.5. PromoPodium is not responsible for any damage caused due to incorrectly and/or incomplete data provided by the client.

ARTICLE 5 PROVISIONS CONCERNING CONCERTS AND PERFORMANCES

- 5.1. In the conditions, the applied definition of 'artist' is the following: the artist, the group of artists or musicians, as well as technicians involved, who have entered an agreement with PromoPodium to provide an (artistic) performance.
- 5.2. The client declares to be fully acquainted with the (type or nature of the) performance of the artist.
- 5.3. Artists and involved technicians are entitled to two consumptions per hour during the performance and during the set-up or dismantling of the items required for this performance. They are also entitled to a meal when a performance, including set-up or dismantling of the items, lasts longer than five hours.

5.4. Musicians and orchestras are entitled to a fifteen-minute break after each (contracted) hour, unless otherwise agreed to in writing.

5.5. When entering the agreement, the client is obligated to be in possession of all the permits required by the government. The absence of the required permits, including the BUMA, means a breach of contract.

5.6. The client guarantees:

- a. that the activities as mentioned in the agreement will progress in a good and undisturbed way;
- b. that all the services and goods performed and distributed on the client's request are free of the rights of third parties and that PromoPodium is free of all claims by third parties.
- c. that there will be a good accommodation where the artist can get ready and stay during the breaks;
- d. a sound, safe and sufficient stage where the artists perform, including the necessary earthed power supplies;
- e. in case PromoPodium decides that circumstances require safety measures in order for the artist to safely reach the stage from his/her dressing room and to make sure that the stage is unreachable for the audience, that the costs made are at the expense of the client;
- f. that he will not allow more people to enter the location where the performance takes place than is permitted in accordance with local fire and/or government regulations;
- g. that no sound or video recordings will be made without the written permission of PromoPodium;
- h. that no sound carriers, posters, photographs and/or other materials containing the name, imagery and/or logo of the artist will be sold before, during or after the performance in or in the direct surroundings of the location where the performance took place without the written permission of PromoPodium;
- i. that the location is available for set-up, soundcheck, build-off and other activities that is necessary for the performance to take place;
- j. that PromoPodium is able to access the technical equipment as discussed during the preparations and during the performance;
- k. in case PromoPodium in agreement with the artist decides that circumstances require extra technicians, stage managers and fire regulators, that the costs made are at the expense of the client;
- l. that PromoPodium is well enough informed about the general police regulations and other government regulations that may affect the performance;
- m. that all forms of publicity of the artist, made available by PromoPodium, will only be used for the publicity of the performance;

5.7. When the popularity of the artist appears to be much bigger than expected when the agreement was made and additional security measures are desirable, the client is required to take these measures, when requested by PromoPodium. The costs will be at the client's expense. If PromoPodium believes that insufficient action was taken, PromoPodium is entitled to request the artist to cancel the performance. The client cannot claim a compensation or discount regarding the agreed costs.

5.8. PromoPodium ensures that the artist is present before the start of the performance with the necessary equipment, unless discussed differently.

- 5.9. PromoPodium provides the client, in agreement with the artist, of the necessary guidelines regarding the sound restriction and the operation of the monitor, PA system and lighting.
- 5.10. If one or more artist do not perform due to other reasons than circumstances beyond their control, the client is entitled to subtract the costs for that particular part of the performance that was not performed from the total costs.
- 5.11. The agreed time and duration of the performance is binding. When the client decides during the performance to change this, PromoPodium is entitled to decline the request or view the request as extra work for which PromoPodium can bring the extra costs into account.
- 5.12. PromoPodium is obligated to provide the client with enough publicity material in a timely manner.
- 5.13. Should the artist during the the time of the performance have a radio or tv performance or recording, PromoPodium is entitled, in agreement with the client, to cancel that particular part of the agreement. In that case the client does not have a right to receive a compensation of costs.
- 5.14. When artists are unable to perform due to cancellation and/or a situation beyond their control, PromoPodium is entitled to arrange for another similar artist to perform the same show or to reschedule the performance in agreement with the client and without extra costs for PromoPodium.

ARTICLE 6 PRICES

- 6.1. All prices discussed in the agreement are including VAT, and exclude any possible shipping, transport or postage costs, unless indicated otherwise.
- 6.2. The prices are based on the circumstances when the agreement was made, such as exchange rates, purchase prices, wage costs, costs for (partial) assignments third parties, import and export rates and rights, levies and taxes charged directly or indirectly to PromoPodium or by third parties. If these circumstances change after the assignment is finished or when the circumstances change before the delivery, PromoPodium is entitled to charge the client with the consequential costs.

ARTICLE 7 AMENDMENTS OF THE AGREEMENT

- 7.1. When it seems that during the execution of the agreement, a necessary change or addition needs to be made of the performance, the parties will adjust the agreement accordingly, timely and in mutual consultation.
- 7.2. If both parties agree that an amendment will be made or an addition needs to be added to the agreement, they are aware that this may influence the time of completion of the assignment. PromoPodium will inform the client as soon as possible. If PromoPodium accepts the changes of the original agreement or has begun with the execution, the client is obligated to pay all resulting (additional) costs without prejudice to the other

payment obligations of the client and in respect with the concluded agreement. When the aforementioned changes cause a delay in the execution of the agreement, the terms as specified by PromoPodium will be extended with the time of delay. PromoPodium is not accountable for this delay towards the client.

7.3. If both parties agreed on a price per participant, the client is allowed to change the number of participants only once, in accordance with the regulations below.

- Up to 30 days before the event, the client can decrease the number of participants free of charge if the number falls into a margin of 25%.
- Up to fourteen days before the event, the client can decrease the number of participants free of charge if the number falls into a margin of 5 %.
- If more participants sign up for the event than originally expected, PromoPodium will attempt to honour this request. However, PromoPodium cannot guarantee that all of the extra participants can participate. The estimation will be made by PromoPodium in accordance with the amount of staff, material, but also the capability and the availability of the location/accommodation.

7.4. If agreed on (a part of) the total costs for the organisation, no price changes will be granted if fewer participants register than expected. If more participants signed up than initially expected, PromoPodium will consider whether and how much extra costs this will entail. This decision will be made by PromoPodium.

ARTICLE 8 PAYMENT

8.1. All invoiced amounts will be paid by the client within 14 days after the invoice has been sent and before the event to a by PromoPodium assigned bank account without discount or withholding, unless otherwise agreed to in writing.

8.2. At the request of PromoPodium, the client is obligated to pay 75% of the costs estimated in the quotation before the event takes place. With concerts, performances or events, the client must pay the full price as agreed to in the confirmation 10 days before the concert, performance or the event.

8.3. The client has no authorisation for clearance. Moreover, the client has no right to postpone any payment obligation towards PromoPodium.

8.4. Due to the mere expiry of a payment term, the client is in default in which case all claims, for whatever reason, made by PromoPodium to the client are due immediately.

8.5. The client owes PromoPodium default interest of 2,5% per month or part of the month over the total amount on the invoice, when all amounts are not paid before the end of the payment term. In case of default, the client is obligated to reimburse the extrajudicial costs of PromoPodium. These costs consist of at least 15% of the total amount on the invoice with a minimum of € 250,00, plus the additionally tax due.

8.6. PromoPodium is allowed to request payment security in the form of a bank guarantee approved by PromoPodium when decided necessary.

ARTICLE 9 SUSPENSION AND DISSOLUTION

If:

- the client is in default with the (timely) fulfilment of any of the obligation with regard to the assignment;
- it is plausible that the client will not be able to fully or partially fulfil the obligations for PromoPodium;
- the client is declared to be bankrupt, or when a request to that effect has been made;
- the client applies for or obtains a suspension of payments;
- the client is placed under guardianship;
- the client has shut down or liquidated its company, or has made preparations to do so;

PromoPodium is entitled to postpone fulfilment of all the assignments that exist between the client and PromoPodium, or to terminate the assignments fully or partially without any notice of default and without the obligation of paying any damages. All obligations of the client towards PromoPodium will be immediately due and payable.

ARTICLE 10 CANCELTION (TERMINATION) BY THE CLIENT

10.1. If the client wishes to cancel the confirmed event/act/artist, the following costs have to be met in combination with the cancelation in writing by registered mail:

- Up to 30 days before the event, 45% of the amount on the invoice;;
- Between 30 to 21 days before the event, 60% of the amount on the invoice;
- Between 21 days and 14 days before the event, 85% of the amount on the invoice;
- From 14 days to 7 days before the event, 90% of the amount on the invoice;
- 7 Days before the event or later, 100% of the amount on the invoice;

10.2. The amount on the invoice is determined by the expected number of participants as mentioned when the agreement was made.

10.3. For amounts that are settled on the invoice that is sent after the event, PromoPodium charges 65% of a menu from approximately forty euro per person and thirty euros per person for drinks.

10.4. Without exceptions, the client must compensate the costs made by PromoPodium for the event before the cancelation (or costs of which they were responsible).

ARTICLE 11 INSPECTION AND COMPLAINTS

11.1. Complaints by the client must be made in writing within eight days after the execution of the agreement, under penalty of the expiration of the right of complaint. A claim does not postpone the payment obligation of the client.

- 11.2. PromoPodium is allowed to approach the client to fill in a feedback form after the event has taken place. PromoPodium makes use of the Event Evaluation Program Starred to do so.

ARTICLE 12 LIABILITY AND INDEMNITY

- 12.1. The liability of PromoPodium regarding damage as a result of activities by third parties commissioned by the client and performed by PromoPodium is limited to the amount the third party owes PromoPodium for compensation. PromoPodium will do everything in its power (and provide the client with all possible cooperation which can reasonably requested from him) in order to obtain the highest possible compensation from the third party concerned.
- 12.2. Concerning damage suffered by the client or any third party involved as a result of any shortcoming in the performance of the agreement, PromoPodium is liability on the condition that the damage in question is the result of negligence or intentional action by PromoPodium or its staff.
- 12.3. The client indemnifies PromoPodium against all claims of third parties for damage that occurred in relation to the serviced provided by PromoPodium to the client.
- 12.4. In case PromoPodium is obligated to pay any compensation on the grounds of any shortcoming, this compensation is limited to the amount provided on the invoice that relates to the executed part of the agreement, minus the costs PromoPodium was inclined to make in order for third parties to be involved.

ARTICLE 13 FORCE MAJEURE PROMOPODIUM

- 13.1. When PromoPodium cannot fulfil their end of the bargain due to forces beyond their control, these obligations shall be postponed for the duration of the situation force majeure.
- 13.2. If the force majeure situation has lasted three months, both parties have the right to end the agreement in writing fully or partially.
- 13.3. Force majeure of PromoPodium entails any circumstance beyond PromoPodium's control, resulting in delay or the prevention of the fulfilment of the obligations towards the client or when the fulfilment of these obligations cannot be desired from PromoPodium. Force majeure also includes: strikes, protests, government measures, war, a revolution, terrorism or similar situations, (power)failures, disruptions in communication systems, defects or malfunctions with (transport) vehicles, traffic jam, fire, explosions and other disasters in the broadest sense of the word, including natural disasters and extensive diseases of epidemiological nature of staff of PromoPodium.
- 13.4. Force majeure includes all circumstances regarding the (timely) delivery to PromoPodium by its supplier, in which cases PromoPodium has the choice to postpone the delivery or cancel the agreement. Parties need to inform each other as soon as possible when a force majeure situation occurs. During the force majeure, PromoPodium is not obligated to compensate for any (direct or indirect) damage from the client, nor is PromoPodium obligated to do so after termination of the agreement as referred to in paragraph 2.

ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS

- 14.1. All intellectual property rights of the services of PromoPodium lie with PromoPodium, unless otherwise agreed to in writing by both parties.
- 14.2. Without explicit written permission of PromoPodium , the client is not allowed to publish or reproduce the services provided or any part thereof.
- 14.3. PromoPodium provides the client with a non-exclusive users right for the services provided. Without written consent of PromoPodium, the client is not entitled to use the services provided in any other way than agreed to and/or to provide his granted rights or authorisation (partially) to third parties.
- 14.4. The client hereby gives PromoPodium the right to use all items, data, ideas, concepts and materials that the client has provide PromoPodium with. The client indemnifies PromoPodium for all claims from third parties, including yet not limited by the claims regarding the law of competence and intellectual property rights, including but not limited to copyrights, design rights, the patent law, and trademark and trade name right. The client will provide PromoPodium with adequate guarantees that they acknowledge their obligation to pay the consequential financial costs.
- 14.5. The client will notify PromoPodium of any claim made by third parties regarding a (threatening) infringement of intellectual property rights concerning the services supplied and/or delivered by PromoPodium.
- 14.6. In case third parties infringe (intellectual) property rights, or if there is a suspicion that execution of the agreement will violate the rights of third parties, PromoPodium is free to take measures as they deem appropriate, to end the infringement and to restrict the damage as much as possible. PromoPodium is not liable if and insofar these measures entail costs for the client.
- 14.7. Any change, addition, improvement or adjustment made to a service provided can only be made with permission of PromoPodium. The right to change, add, improve and modify is transferred to PromoPodium by signing the agreement concerned. PromoPodium does not owe any kind of compensation for this, unless otherwise agreed to in writing. If necessary, PromoPodium can request the rights to be transferred to the client.
- 14.8. PromoPodium is entitled to use its services for own their own promotion and/or publicity. PromoPodium will inform the client of this in advance. If necessary, the client can transfer these rights to PromoPodium on request of PromoPodium.
- 14.9. PromoPodium is entitled to sign the services provided.
- 14.10. PromoPodium reserves the right to use the knowledge gained during the execution of the agreement, including but not limited to all knowledge, data and information regarding marketing and communication strategies, sales promotion, (design) techniques, product and strategy development, product design, and processes for other purposes, unless confidential information of the client is brought to the notice of third parties.
- 14.11. Source codes and/or (computer)languages, techniques or methods underlying the services provided, all in the broadest sense of the word are not made available to the client.

- 14.12. PromoPodium is allowed to undertake technical or other necessary measures to protect and/or maintain proper function of the services provided.
- 14.13. Any right of Buma/ Stemra are at the expense of the client, unless differently agreed to in writing.

ARTICLE 15 WAGE TAX, PREMIUM EMPLOYEE INSURANCE AND OTHER OBLIGATIONS

- 15.1. PromoPodium has, if otherwise stated, the obligation to ensure proper payroll administration and is obligated to carry out all prescribed legal acts, declarations, payroll tax payments and the premiums of the employee when the payment of the total costs have been agreed to and met by PromoPodium and the client.
- 15.2. When agreed that the client pays PromoPodium netto wages, the client is obligated to follow the legal obligations, such as timely remittance of payroll taxes, employee insurances and the premiums of the employee.
- 15.3. When the client and PromoPodium have agreed to the total performance fee and have agreed that the artist that will perform originates from a non-EG country, PromoPodium is not liable for the necessary residence permit of the artist.

ARTICLE 16 APPLICABLE RIGHTS, COMPETENT JUDGE

- 16.1. The Dutch law applies to the quotations, confirmations, these terms, the agreements PromoPodium makes and the execution thereof.
- 16.2. All disputes that originate in response to the execution of the agreement or these terms are submissive to the judge of Amsterdam, and the judgement of the competent judge based on the residence of the defendant, by choice of PromoPodium.

These general terms are deposited by the Chamber of Commerce Amsterdam, with number 341596520000.

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