



GENERAL TERMS AND CONDITIONS UITJESBUREAU B.V.

ARTICLE 1 DEFINITIONS

In these general terms and conditions, the following definitions apply:

- 1.1. **Contractor:** the private company Uitjesbureau BV, established in Amsterdam, hereinafter: "Uitjesbureau BV" and trade names trading under the name of Uitjesbureau BV
- 1.2. **Client:** any association of persons, natural or legal person with whom Uitjesbureau BV enters into an agreement, or negotiates the conclusion thereof, or to whom Uitjesbureau BV submits an offer.
- 1.3. **Assignment:** any agreement that is concluded between Uitjesbureau BV and the client, any amendment or addition thereto, as well as all (legal) acts in preparation for and for the implementation of that agreement.
- 1.4. **Quotation:** the non-binding statement of more or less specified work by Uitjesbureau BV, and the global budget of the costs associated with that work.
- 1.5. **Services:** organizing, supervising, decorating and styling events and other activities.

ARTICLE 2 APPLICABILITY

- 2.1. These terms and conditions apply to all offers (and other legal acts) of Uitjesbureau BV and to all agreements that will be concluded by Uitjesbureau BV with the other party.
- 2.2. The applicability of any general terms and conditions of the client is expressly rejected by Uitjesbureau BV.
- 2.3. Changes and additions to any provision in the agreement and/or the terms and conditions can only be agreed in writing.
- 2.4. When an amendment and/or addition as referred to in the previous paragraph is agreed, this amendment and/or addition only applies to the relevant agreement.
- 2.5. Accepting an offer or placing an order means that the client fully and without reservation accepts the applicability of these terms and conditions.
- 2.6. The provisions of these terms and conditions can only be deviated from in writing, in which case the other provisions will remain in full force.



ARTICLE 3 OFFERS AND THE FORMATION OF THE AGREEMENTS

- 3.1. An oral or written quotation does not bind Uitjesbureau BV and only serves as an invitation to place an order.
- 3.2. An order given by the client is accepted by Uitjesbureau BV by written confirmation of the order or because Uitjesbureau BV starts with (the preparation of) the execution of the order.
- 3.3. The confirmation is deemed to represent the agreement unless the client objects to this in writing within five days after sending.
- 3.4. If and insofar as a proper (preparation for the) execution of the agreement - in the opinion of Uitjesbureau BV - requires this, Uitjesbureau BV has the right to have work carried out by third parties. The costs related to the third parties engaged are for the account of the client.

ARTICLE 4 IMPLEMENTATION OF THE AGREEMENT

- 4.1. Uitjesbureau BV will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 4.2. Uitjesbureau BV reserves the right to suspend the commencement of the agreement until the order confirmation signed for approval has been received and – insofar as applicable – the first installment invoice has not yet been paid.
- 4.3. Uitjesbureau BV has the right to have work carried out by third parties.
- 4.4. The client shall ensure that all data that Uitjesbureau BV indicates are necessary or of which the client should reasonably know that they are necessary for the proper execution of the agreement, are provided to Uitjesbureau BV in a timely manner. If the information required for the execution of the agreement has not been provided to Uitjesbureau BV in time, Uitjesbureau BV has the right to suspend the execution of the agreement and/or to charge the client for the extra costs resulting from the delay in accordance with the usual rates. to bring.
- 4.5. Uitjesbureau BV is not liable for damage caused because Uitjesbureau BV relied on incorrect and/or incomplete information provided by the client.



ARTICLE 5 RELATED PROVISIONS TO CONCERTS AND PERFORMANCES

- 5.1. In the terms and conditions, 'artist' is understood to mean: the artist, group of artists or musicians, as well as technicians involved who have entered into an agreement with Uitjesbureau BV to give an artistic performance or performance.
- 5.2. The client declares to be fully aware of the performances of the artist, as well as the type or nature of the contracted performances.
- 5.3. Artists and technicians involved are entitled to two drinks per hour during the performance and during set-up and breakdown of the items required for this performance, at the expense of Uitjesbureau BV. They are also entitled to a meal if a performance, including set-up and breakdown, lasts longer than five hours.
- 5.4. Musicians and orchestras are entitled to a fifteen-minute break during each contracted hour, unless agreed otherwise in writing in advance.
- 5.5. When entering into the agreement, the client undertakes to arrange for the permits required by the government. The lack of the required permits, including those of the BUMA, constitutes a breach of contract for the client vis-à-vis Uitjesbureau BV.
- 5.6. **The client guarantees:**
 - a. That the contracted activities on site can proceed smoothly and undisturbed;
 - b. That all services and goods to be provided by the client are free of rights of third parties and that Uitjesbureau BV is indemnified against all claims of third parties;
 - c. That there will be proper accommodation where the artist can dress and stay during breaks;
 - d. That there is a sound, safe and sufficiently spacious stage at the performance location, including necessary grounded power supplies;
 - e. That, if the circumstances require it and Uitjesbureau BV requests it, a security service will operate at the location of the performance and/or crush barriers will be placed, so that the artist can safely cover the distance between the dressing room and the stage and that the stage is kept free from the public; *the related costs are for the account of the client*;
 - f. That he will never allow more public to be admitted to the location where the performance is or will be performed than is permitted according to the locally applicable fire and/or government regulations;
 - g. That no audio or video recordings of the performance will be made without written permission from Uitjesbureau BV;
 - h. That without written permission from Uitjesbureau BV no sound carriers, posters, photos and/or other articles using the name, image and/or logo of the artist are sold before or during or immediately after the performance in or in the immediate vicinity of the location where the performance takes place;
 - i. That the location is sufficiently available before and after the performance for, among other things, setting up, lighting, sound check, breaking down and other activities that the performance entails;
 - j. That Uitjesbureau BV has access to the agreed technical facilities during the performance and its preparations;
 - k. That, if the circumstances so require and Uitjesbureau BV requests this after consultation with the artist, additional technical personnel, stage personnel and firefighters will be present. The related costs are for the account of the client;



- l. To ensure in a timely manner that Uitjesbureau BV has obtained sufficient information about the applicable general police regulation and other government regulations that may influence the performance;
 - m. That the artist's publicity material, made available by Uitjesbureau BV, will only be used to publicize the performance;
- 5.7. At the time of performance, the artist's popularity may prove to be so much greater than when the agreement was entered into that additional security measures may be required. At the request of Uitjesbureau BV, the client must take these measures at its own expense. If, in the opinion of Uitjesbureau BV, insufficient measures have been taken, Uitjesbureau BV is entitled to request the artist to cancel the performance. In addition, the client cannot claim compensation or a reduction of the agreed total purchase price.
- 5.8. Uitjesbureau BV ensures that the artist is present in good time before the start of the performance with everything necessary for the performance, unless otherwise agreed.
- 5.9. In consultation with the artist, Uitjesbureau BV provides the client with necessary guidelines regarding the sound volume to be produced by the artist, the operation of the monitor and PA system and the lighting.
- 5.10. If one or more artists do not perform for reasons other than force majeure, the client is entitled to deduct the amount for that part of the performance that has not been performed from the total purchase price.
- 5.11. The time and duration of the performance agreed by Uitjesbureau BV with the client are binding. If the client requests to postpone the time of termination during the performance of the performance, Uitjesbureau BV is entitled to refuse the request or to accept it as additional work and to charge costs for this.
- 5.12. Uitjesbureau BV undertakes to make sufficient publicity material available to the client in good time before the performance.
- 5.13. If the artist has a radio/TV performance or a radio/TV recording at the time of the performance, Uitjesbureau BV is entitled - after consultation - to cancel the relevant part of the agreement. In that case, the client is not entitled to compensation.
- 5.14. In the event of cancellation and/or force majeure, expressly including incapacity for work and/or use of the radio/television clause of one or more of the artists, Uitjesbureau BV has the right to have the performance performed by other equivalent artists, or to have the performance to move to another time. All this after consultation with the client, at no extra cost for Uitjesbureau BV



ARTICLE 6 PRICES

- 6.1. All agreed prices are exclusive of VAT, and exclusive of any shipping, transport, and postage costs, unless stated otherwise.
- 6.2. The prices are based on the circumstances applicable to Uitjesbureau BV at the time of the assignment, such as exchange rates, purchase prices, wage costs, costs for (partial) assignments to third parties, freight rates, import and export duties, levies and taxes that are directly or indirectly levied from Uitjesbureau BV or charged to Uitjesbureau BV by third parties. If these circumstances change after the assignment has been concluded, but before delivery, Uitjesbureau BV has the right to pass on the resulting costs to the client.

ARTICLE 7 MODIFICATION OF THE AGREEMENT

- 7.1. If during the execution of the agreement it appears that for proper execution it is necessary to change or adapt the work to be performed the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 7.2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. Uitjesbureau BV will inform the client of this as soon as possible. *If Uitjesbureau BV accepts the amendments to the original agreement or has commenced the implementation thereof, the client is obliged to pay all ensuing (additional) costs to Uitjesbureau BV as costs of additional work, without prejudice to the other payment obligations of the client with regard to the agreement concluded with Uitjesbureau BV.*
If the said changes result in a delay in the implementation of the agreement, the terms specified by Uitjesbureau BV will be extended by the period of the delay. Uitjesbureau BV is never liable towards the client with regard to the resulting delay.
- 7.3. If the parties have agreed on a price per participant, the client may only change the number of participants once, whereby the following regulation applies .
 - Up to fourteen days before the start of the event, the client can reduce the number of participants free of charge within a margin of 10% of the expected number of people.
 - If more participants register than initially expected, Uitjesbureau BV will try to honor this request. However, Uitjesbureau BV cannot guarantee that more than the stated number of participants can participate. This in connection with the deployment of personnel and material, but also the availability of location/accommodation. All this at the discretion of Uitjesbureau BV
- 7.4. If a total price or part of the total costs for the organization costs has been agreed, no price changes will be granted if fewer participants register than expected. If more participants sign up than expected, Uitjesbureau BV will consider whether and how much extra costs this entails. This is at the discretion of Uitjesbureau BV



ARTICLE 8 PAYMENT

- 8.1. All amounts charged will – prior to the event – be paid by the client within 14 days after the invoice date to a bank account designated by Uitjesbureau BV without discount or deduction, unless agreed otherwise in writing.
- 8.2. At the request of Uitjesbureau BV, the client is obliged to pay 75% of the costs estimated in the quotation excluding VAT upon commencement of the execution of the assignment by Uitjesbureau BV. For concerts, performances or events, the client must pay the full agreed price 10 days before the concert, performance or event.
- 8.3. The client is not authorized to set off. Furthermore, the client is not entitled to suspend any payment obligation towards Uitjesbureau BV.
- 8.4. The client is in default by the mere expiry of a payment term. In that case, all claims, for whatever reason, of Uitjesbureau BV against the client are immediately due and payable.
- 8.5. The client owes default interest of 2.5% per month or part of the month on the total invoice amount on all amounts that have not been paid no later than on the last day of the payment term. In the event of default, the client is also obliged to reimburse the extrajudicial costs incurred by Uitjesbureau BV. These costs amount to at least 15% of the total invoice amount, with a minimum of € 250.00, to be increased by the turnover tax owed thereon.
- 8.6. If, in the opinion of Uitjesbureau BV, there is reason to do so, Uitjesbureau BV may require security for payment by the client in the form of a bank guarantee approved by Uitjesbureau BV.

ARTICLE 9 SUSPENSION AND DISSOLUTION

If :

- The client is in default with the (timely) fulfillment of any obligation with regard to the assignment;
- It becomes likely that the client will not (be able to) fulfill its obligations towards Uitjesbureau BV, not fully and/or not in time;
- The client has been declared bankrupt or a request to that effect has been made;
- The client applies for or obtains suspension of payment;
- The client has been placed under guardianship;
- Any prejudgment or execution order has been levied against the client;
- The client shuts down or liquidates its business, or makes preparations for this;

Does Uitjesbureau BV have the right to suspend fulfillment of all existing assignments between the client and Uitjesbureau BV, or to dissolve these assignments in whole or in part without any notice of default and without being obliged to pay any compensation, and all possible obligations of the client towards Uitjesbureau BV on account of all assignments existing between the parties are immediately due and payable.



ARTICLE 10 CANCELLATION (*TERMINATION*) BY CLIENT

- 10.1. If the client wishes to cancel (cancel) the booked event/act/artist, this is only possible in writing by registered mail and the following costs are involved:
- Up to thirty days before the start of the event 45% of the invoice amount.
 - From thirty to twenty-one days before the start of the event 60% of the invoice amount.
 - From twenty-one to fourteen days of the event 85% of the total invoice amount.
 - From fourteen days to seven days before the start of the event 90% of the total invoice amount.
 - Seven days before the start of the event or later 100% of the invoice amount.
- 10.3 The invoice amount is the amount determined based on the expected number of participants specified when the agreement was concluded.
- 10.5 In all cases, the client must reimburse the costs incurred by Uitjesbureau BV in the event of cancellation (or costs to which it is obliged) relating to the event.

ARTICLE 11 INSPECTION AND COMPLAINTS

- 11.1. Complaints by the client must be made in writing within eight days after the performance of the agreement, under penalty of the right of complaint being forfeited. A complaint does not suspend the payment obligation of the client.
- 11.2. Following the execution of the agreement, Uitjesbureau BV is able to approach the customer to complete an evaluation form. Uitjesbureau BV uses the Starred evaluation program for this.

ARTICLE 12 LIABILITY AND INDEMNITY

- 12.1. Uitjesbureau BV's liability for damage resulting from work performed by third parties for the benefit of the client, carried out on behalf of Uitjesbureau BV, is limited to the amount that third party owes Uitjesbureau BV as compensation. Uitjesbureau BV will do everything that can reasonably be expected of it (and provide the client with all cooperation that can reasonably be asked of it) to obtain the highest possible compensation from the third party involved.
- 12.2. Uitjesbureau BV is only liable for damage suffered by the client, or any third party involved as a result of any shortcoming in the fulfillment of the agreement if the damage in question is the result of gross negligence or intent on the part of Uitjesbureau BV or its personnel.
- 12.3. The client indemnifies Uitjesbureau BV against all third-party claims for damage that occurred in connection with services provided by Uitjesbureau BV to the client.
- 12.4. In the event that Uitjesbureau BV is obliged to pay any compensation on the basis of any shortcoming, this compensation is limited to an invoice amount that relates to the part of the assignment performed, less the costs incurred by Uitjesbureau BV for engaging third parties.



ARTICLE 13 FORCE MAJEURE UITJESBUREAU BV

- 13.1. If Uitjesbureau BV is unable to meet its obligations towards the client due to a non-attributable shortcoming ("force majeure"), those obligations will be suspended for the duration of the force majeure situation.
- 13.2. If the force majeure situation has lasted three months, both parties have the right to dissolve the agreement in whole or in part in writing.
- 13.3. Force majeure of Uitjesbureau BV is understood to mean any circumstance beyond the control of Uitjesbureau BV, as a result of which the fulfillment of (the relevant part of) its obligation towards the client is prevented, delayed or rendered uneconomical or as a result of which the fulfillment of these obligations is not reasonably relevant. Uitjesbureau BV can be required.

Insofar as not already included, force majeure also includes; strikes, protests, government measures, war, revolution, terrorism or similar situations, (power) failures, failures in communication lines or systems, defects or failures in (transport) vehicles, traffic congestion, fire, explosion and other calamities in the broadest sense of the word, including natural disasters and major illnesses of an epidemiological nature of employees of Uitjesbureau BV.

- 13.4. Force majeure also includes all circumstances that can reasonably be deemed to stand in the way of the delivery or timely delivery of the sold, respectively (timely) delivery or making available, such as non-delivery or late delivery to Uitjesbureau BV. by its supplier, in which cases Uitjesbureau BV has the choice to postpone the delivery or to dissolve the agreement. The parties will inform each other as soon as possible of a (possible) force majeure situation. During the force majeure situation, Uitjesbureau BV is not obliged to pay compensation for any (direct or indirect) damage from or to the client, nor is Uitjesbureau BV obliged 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 to the services provided by Uitjesbureau BV are vested in Uitjesbureau BV unless the parties have agreed otherwise in writing.
- 14.2. Without the express written permission of Uitjesbureau BV, the client is not permitted to publish or reproduce the services provided or any part thereof.
- 14.3. Uitjesbureau BV provides the client with a non-exclusive right of use for the services it provides. Without the express prior written permission of Uitjesbureau BV, the client is not entitled to use the services provided in any other way than has been agreed and/or to make the rights and/or powers granted to it available to third parties, transfer them in full or in part, or to license.
- 14.4. The client guarantees the undisturbed use by Uitjesbureau BV of goods, data, ideas, concepts and materials that it has delivered or made available to Uitjesbureau BV. The client indemnifies Uitjesbureau BV both in and out of court against all claims from third parties, including, but not limited to, claims in the field of competition law and intellectual property rights, including, but not limited to, copyright, design law, patent law, trademark – trade name law. The client will provide adequate security to Uitjesbureau BV at its first request for fulfillment of its financial obligations towards Uitjesbureau BV arising from this.



- 14.5. The Client shall immediately notify Uijtesbureau BV of any claim from a third party in respect of an (imminent) infringement of intellectual property rights with regard to the services provided and/or yet to be provided by Uijtesbureau BV.
- 14.6. In the event of a claim from third parties regarding infringement of (intellectual) property rights, or if there is a suspicion that the performance of an agreement infringes the rights of third parties, Uijtesbureau BV is free to take such measures as it deems appropriate. In order to eliminate the infringement and to limit the damage in this respect as much as possible. If and insofar as the measures to be taken by Uijtesbureau BV entail costs for the client, Uijtesbureau BV is not liable for this.
- 14.7. Any change, addition, improvement, or adjustment to a service provided can only be made with the permission of Uijtesbureau BV. The rights to changes, additions, improvements, and adjustments are transferred to Uijtesbureau BV in advance by signing the relevant agreement, without Uijtesbureau BV owing any form of compensation for this, unless agreed otherwise in writing. If necessary, the client undertakes to transfer these rights to it after receiving a request to that effect from Uijtesbureau BV.
- 14.8. Uijtesbureau BV is entitled to use its services for its own promotion and/or publicity. Uijtesbureau BV will inform its client about this in advance. If necessary, the client undertakes to transfer these rights to it by deed upon receipt of a request from Uijtesbureau BV.
- 14.9. Uijtesbureau BV is entitled to sign services provided by it or to provide them with its name.
- 14.10. Uijtesbureau BV reserves the right to increase the knowledge of its or its staff due to the execution of the assignment, including, but not limited to, all knowledge, data and information relating to marketing and communication strategies, sales promotion, (design) to use techniques, product and strategy development, product design and processes for other purposes, unless confidential information of the client is disclosed to third parties.
- 14.11. Source codes and/or other (computer) languages, techniques or working methods underlying the services provided, all in the broadest sense of the word, are not made available to the client.
- 14.12. Uijtesbureau BV is permitted to take technical or other measures to protect and/or maintain and/or properly function the services it provides.
- 14.13. Any Buma/Stemra rights will be borne by the client, unless agreed otherwise in writing.



ARTICLE 15 WAGE TAX, EMPLOYEE INSURANCE PREMIUM AND OTHER OBLIGATIONS

- 15.1. In agreements between Uitjesbureau BV and the client in which the payment of a total buy-out sum has been agreed, Uitjesbureau BV has the obligation, unless otherwise stated, to ensure proper payroll administration and to carry out all prescribed legal acts, declarations and payments of wage tax, employee insurance premiums and the employer's share thereof.
- 15.2. If an agreement has been concluded with Uitjesbureau BV whereby the client is expected to pay a net wage directly to the artist, then the client is obliged to comply with the relevant legal obligations, such as timely payment of wage tax, employee insurance premiums and employer's share thereof.
- 15.3. In agreements between Uitjesbureau BV and the client whereby the payment of a total buy-out sum has been agreed and artists from non-EC countries provide a performance in the Netherlands, Uitjesbureau BV does not ensure that these artists are in possession of the necessary employment and residence permits. .

ARTICLE 16 APPLICABLE LAW, COMPETENT COURT

- 16.1. Dutch law applies to these terms and conditions, the agreements that Uitjesbureau BV concludes, the formation thereof and furthermore all quotations and order confirmations issued by Uitjesbureau BV.
- 16.2. All disputes that will arise as a result of the implementation of this agreement or these terms and conditions are subject to the judgment of the competent court in Amsterdam, or to the judgment of the competent court based on the place of residence of the defendant, at the discretion of Uitjesbureau. BV.

These general terms and conditions have been filed with the Chamber of Commerce in Amsterdam, under number **341596520000**.

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