

GENERAL BOOKING TERMS AND CONDITIONS OF TOPBILLIN B.V.

Clause 1 Definitions

- **Topbillin' B.V.:** the user of these general terms and conditions, domiciled at Gedempt Hamerkanaal 20-22, 1021 KM in Amsterdam (PO Box 2686, 1000 CR Amsterdam), hereinafter referred to as: 'TOPBILLIN';
- **Client:** the person (natural person or legal entity) who books one or more Artists and/or Performances with TOPBILLIN;
- **Artist:** the performing artist(s); specifically, the artist/band who has committed to TOPBILLIN such that TOPBILLIN acts as an intermediary for the Artist in concluding agreements with third parties to provide one or more Performances;
- **Event:** an event/festival/occasion of which the Performance is a part;
- **Performance:** the artistic performance by the Artist
- **Agreement:** an oral or written agreement, including the Artist's rider(s), entered into by TOPBILLIN - on the Artist's behalf - and the Client following a booking placed by the Client with TOPBILLIN for an Artist and/or Performance;

Clause 2 Applicability

2.1 These terms and conditions apply to all offers, requests, options, agreements and accepted engagements, including any additional engagements, follow-up engagements and precontractual legal relationships, between the Client and the Artist, represented in this regard by TOPBILLIN.

2.2 If, after consultation between the parties, one or more points of these terms and conditions are deviated from in writing in an Agreement, the other terms and conditions remain fully in force.

2.3 Additional or different terms and conditions of the Client are not part of the Agreement unless these terms and conditions have been agreed on in writing (in print or digitally). The applicability of any general terms and conditions of the Client is explicitly rejected.

2.4 The Client declares they are of age. If the Client is a minor, the Agreement will be co-signed by their legal representative.

Clause 3 Establishment of the Agreement

3.1 An Agreement is established by the Client's placing of a booking, order or engagement either in writing (in print or digitally) or orally (for instance, by telephone) and TOPBILLIN's acceptance of this on the Artist's behalf.

3.2 By the aforementioned Agreement, the Client accepts the applicability of these general terms and conditions.

3.3 Agreements for Performances by the Artist can only be concluded between TOPBILLIN (on the Artist's behalf) and the Client. The Client will refrain from approaching an Artist directly and/or entering into an agreement directly with the Artist without TOPBILLIN's express written consent in advance.

3.4 The parties will formalize the arrangements from the Agreement by means of a booking contract. However, the Client cannot derive any rights from the absence of a (signed) booking contract.

3.5 Any offer made by TOPBILLIN (on the Artist's behalf) is wholly and unconditionally non-binding and revocable, including options and reservations provided. An offer by TOPBILLIN (on the Artist's behalf) that has been accepted by the Client may be withdrawn by TOPBILLIN within 10 (ten) business days, without the Artist and/or TOPBILLIN being liable to the Client for performance or any compensation of damage or otherwise.

3.6 TOPBILLIN is entitled to amend these general terms and conditions in their entirety or in part at any time. The Client will be notified of the changes in a timely manner by TOPBILLIN posting this on the website www.topbillin.nl or by informing the Client about this otherwise, such as by email. If the Client does not notify TOPBILLIN in writing within 14 days that it does not agree to the amendments on the grounds of reasonableness and fairness, the Client will be deemed to have agreed to the amendments.

Clause 4 Rights and obligations of the Client

4.1 The Client declares that it is organizing the Event and the Performance that is part of the

Event at its own expense and risk.

4.2 The Client declares that it is aware of the performance and nature of the Artist's Performance and that it accepts that the substantive composition of the performance and its presentation will be determined by the Artist. The Artist may produce the sound volume they deem necessary in the interest of the Performance. If a sound limiter is present, the Client must notify the Artist and TOPBILLIN of this in a timely manner. If possible, the Client will arrange for an exemption from its use.

4.3 At least two (2) weeks prior to the Performance, the Client will provide the Artist and TOPBILLIN with all necessary information, such as a (brief) plan or description and schedule for the Event. The Client will also send the name, phone number and email address of the contact person on site.

4.4 The Artist's Performance, as well as publicity relating to the Performance, will not be sponsored by or associated with any product, service or organization without TOPBILLIN's prior written consent. The Artist is not obligated to do any promotional activities, such as an interview, or promotional or other statements about the Performance or the Event, such as via (social or other) media.

4.5 The Client is not permitted to take photographs or make audio or video recordings of the Performance, or instruct that photographs or recordings be made, without the Artist's prior written permission. The Client will take all necessary measures to prevent third parties from making such recordings or photographs without permission. This obligation does not apply in relation to attendees who take photographs and/or make recordings in a non-professional manner (e.g. using a mobile phone).

4.6 The Client will only book another artist as a supplement to the program (including pre, post, or main billing) with the advance written permission of TOPBILLIN.

4.7 The Client will ensure that the necessary license(s) for the use of intellectual property rights are obtained and paid for. In particular, the Client will ensure that a license is purchased and paid for with Buma/Stemra (and/or another foreign collective management organization, such as SABAM in Belgium).

4.8 The Client is not permitted to suspend any

obligation under this Agreement in its entirety or in part.

4.9 The Client is not permitted, without TOPBILLIN's consent on behalf of the Artist, to transfer any rights and/or obligations under this Agreement, in their entirety or in part, to third parties or to market the Performance (e.g., by offering or selling the Performance to third parties). If TOPBILLIN expressly agrees to this in writing on the Artist's behalf, then all terms and conditions agreed to in the Agreement apply in full vis-à-vis the third party or parties. In that case, the Client will provide the third party with a copy of the Agreement with schedules. However, even if the Client transfers rights and/or obligations or markets the Performance, the Client remains fully liable to the Artist and TOPBILLIN for the correct performance of the obligations under the Agreement with schedules.

4.10 The Client will, at its own expense and risk and in accordance with additions and specifications in the rider, at least provide:

- a reliable, professional sound and lighting system and qualified technical and stage crew;
- a reliable, professional and covered stage, which is intended and suitable for the Artist's Performance, also in view of the expected weather conditions;
- a lockable, heated dressing area for the Artist;
- adequate security for instruments and other belongings of the Artist and crew from the start of unloading the vehicle until the completion of loading the vehicle after the Performance;
- adequate parking in the vicinity of the venue, if necessary transportation from vehicle to venue; costs of parking are at the Client's expense;
- other facilities as listed in the Artist's technical rider and hospitality rider.

4.11 The Client will arrange all the permits and exemptions required for organizing the Performance and guarantees that the venue setup satisfies all the relevant statutory requirements and equivalent regulations. If the permit for the Performance or Event is revoked or is not granted after all and/or the Performance is cancelled, the Client will remain obligated to pay the fee agreed upon in the Agreement, whereby the Client will fully indemnify the Artist and TOPBILLIN against all third-party claims as a result of the aforementioned cancellation. Without prejudice to the foregoing, both the Artist and TOPBILLIN will be entitled to claim full damage compensation from the Client, whether or not

(partly) on behalf of the Artist and/or third parties.

4.12 The Client will ensure that the Artist can give the Performance responsibly and in safe conditions. The Client will not allow more than the number of visitors permitted by the government/fire department/police to enter the venue and will provide sufficient usable emergency exits, (security) personnel, fire extinguishers, barriers and other safety measures. The Client also guarantees a safe situation and workplace for the Artist and their crew. This means, among other things, that the Client will ensure that no objects or liquids (such as alcohol) may be thrown at the Artist, failing which the Client will be liable for the damage and/or the Artist and their crew will be immediately entitled to cancel, prematurely terminate or discontinue the Performance, while retaining full pay.

4.13 Cancellation of the Event or Performance or (premature) termination of the Agreement for whatever reason does not relieve the Client of the obligation to pay the agreed fee in full. In such a case, TOPBILLIN and the Artist will not be obligated to deliver or provide a Performance.

4.14 The artist fee and booking commission stated in the Agreement and the number of attendees, whereby the percentage deal applies, are based on the stated venue capacity, admission prices and cost estimate. At the first request of the Artist and/or TOPBILLIN, the Client must demonstrate the accuracy of the information communicated by means of relevant documentation.

4.15 The Client will not be entitled to publicly announce the Artist's Performance or make other publicity communications regarding the Artist's Performance until TOPBILLIN has given written consent for this. The Client is also required, prior to the dissemination of any publicity, to always submit to TOPBILLIN the contents of these communications, such as artwork, photos and mention of the (artist) name, and to obtain TOPBILLIN's written approval. If the Client acts in contravention of this provision, the Client will incur a penalty of €1,000 per violation to TOPBILLIN, without prejudice to TOPBILLIN's and the Artist's right to damage compensation.

Clause 5 Prices and rates

5.1 The provision of services takes place at prices and rates as apply and have been

agreed at the moment the Agreement is established.

5.2 Unless expressly agreed otherwise in writing, all fees charged by TOPBILLIN on behalf of the Artist are exclusive of turnover tax and other government levies, surcharges and exclusive of administrative, transportation or shipping costs.

Clause 6 Invoicing and payment

6.1 Payments for the Performance must be made no later than two (2) weeks or 14 calendar days before the agreed Performance date or, if a specific payment date is stated in the Agreement, no later than on that payment date. This payment term is a deadline, whereby failure to meet the deadline puts the Client in default without any notice of default being required. TOPBILLIN will send an invoice (on behalf of the Artist), increased with VAT.

6.2 In the event that the payment term cited in the previous paragraph is not met, TOPBILLIN is entitled to, on the Artist's behalf, increase the claim by the statutory interest rate.

6.3 In the event payment is not made on time, TOPBILLIN is entitled to, on the Artist's behalf, charge all judicial and extrajudicial collection costs. These costs are set at a minimum of 15% of the unpaid monetary amounts or the amount of actual costs, whichever is greater. All without requiring a demand in advance or anything suchlike.

6.4 In the event of non-payment or late payment or non-performance or improper performance of any obligation incumbent on the Client, the Artist and/or TOPBILLIN on the Artist's behalf is immediately entitled to rescind or suspend the Agreement with the Client in its entirety or in part, in or out of court, and to discontinue any (further) provision of services, without prejudice to TOPBILLIN's right on behalf of the Artist to claim performance or compensation of the damage arising from the rescission or suspension of the Agreement. TOPBILLIN and the Artist are not liable to pay any damage compensation to the Client.

6.5 Payments made by the Client first serve to satisfy all interest and costs owed and after that to satisfy the oldest outstanding and payable invoices, even if the Client states that the payment relates to a later invoice.

Clause 7 Rescission

7.1 The Artist and TOPBILLIN on the Artist's behalf each has the right to rescind or otherwise terminate the Agreement in its entirety or in part with immediate effect by written or oral notice without (further) prior notice of default or other (formal) requirements being necessary if the Client:

- fails in the performance of one or more of its obligations or this kind of failure is imminent;
- applies for a moratorium on payments or is bankrupt;
- is affected by an attachment;
- ceases all or part of its business operations or liquidates.

7.2 In the event of the rescission or termination of the Agreement by the Artist and/or TOPBILLIN on behalf of the Artist as referred to in the previous paragraph, all agreed fees, including the fee agreed in the Agreement, if not already paid by the Client, will be immediately due and payable in full, without TOPBILLIN or the Artist being obligated to provide any (further) services or to perform any other obligation. Furthermore, payments already made by the Client to TOPBILLIN or the Artist are not recoverable and TOPBILLIN and the Artist are not liable to pay any damage compensation to the Client.

7.3 If TOPBILLIN and/or the Artist fails to perform their obligations to the Client under the Agreement and acts contrary to the terms of the Agreement, the Client can give the Artist or TOPBILLIN (depending on the situation) notice of default by registered mail. This should be done with a detailed description of the facts concerning this. The Artist and/or TOPBILLIN will then have a maximum of fourteen (14) days to still correctly fulfill their obligations under this Agreement. Only if the Artist and/or TOPBILLIN fails to do so will they be in default by registered letter and only then will the Client be entitled to terminate this Agreement without intervention.

7.4 In the event of premature termination or rescission by the Client, TOPBILLIN is entitled to, on the Artist's behalf, demand all payments due under the Agreement immediately and in full, without TOPBILLIN or the Artist being obligated to provide any (further) services or to comply with any other obligation, without prejudice to TOPBILLIN's and/or the Artist's right to damage compensation. Payments already made by the Client are not recoverable.

Clause 8 Force Majeure and unforeseen

circumstances

8.1 The Artist and TOPBILLIN are not liable for any failure in performance under this Agreement if such failure is due to force majeure on the part of the Artist and/or TOPBILLIN. 'Force majeure' on the part of TOPBILLIN and the Artist in any event means: circumstances or events beyond the control and will of TOPBILLIN and the Artist - regardless of whether these circumstances or events were foreseen or foreseeable at the time any Agreement was entered into - as a result of which TOPBILLIN and/or the Artist cannot reasonably be required to perform their obligations under the Agreement. These circumstances or events in any event include, but are not limited to: war, fire, floods, terrorism or threats of terrorism, national mourning, earthquakes, transport problems, weather conditions, illness or accident of the Artist (or important members of the band or crew), death of a family member or close acquaintance of the Artist, the temporary or permanent break-up of the Artist's group, circumstances preventing the Artist from reaching the site of the Performance in a responsible manner, strikes, epidemics, government regulations and/or similar measures, embargoes, non-performance by suppliers or subcontractors or any other third party or parties engaged by the Artist or the Client for the performance of any Agreement. In the event of temporary or permanent force majeure on the part of the Artist and/or TOPBILLIN, the Client can only terminate the Agreement in the manner and with the consequences set out in clauses 7.3 and 7.4.

8.2 If the Artist is unable to give the Performance because of a radio and/or television appearance, or the making of audio and/or visual recordings, or an appearance abroad and/or promotional or other obligations for their record company, while these activities were not known at the time this Agreement was entered into, TOPBILLIN is entitled to cancel the Agreement on behalf of the Artist without the Artist and/or TOPBILLIN being liable to pay any compensation to the Client. In such a case, the Client can require compliance with the Agreement on another date to be determined in consultation with TOPBILLIN and the Artist and under the same terms and conditions as provided in the Agreement.

8.3 If there is an unforeseen circumstance, all payment obligations of the Client remain in full force.

Clause 9 Liability

9.1 To the extent necessary in supplement to applicable law, the Client will be fully liable for all damage incurred by TOPBILLIN and the Artist due to non-compliance with obligations. The Client is liable for, among other things but not exclusively, damage occurring before, during or after the Performance to the body (bodily injury), sound and lighting systems and other equipment and/or items, including instruments belonging to the Artist, their band members and/or crew, which were present in the location and/or (dressing) room, caused by, but not limited to, any act or omission on the part of the Client, its personnel, the public in attendance at the Performance or any failure in the electricity supply, leakage, etc. The Client is also liable for all damage to and/or loss of objects that have been made available to the Client by TOPBILLIN, the Artist and/or third parties engaged by them. The Client is therefore also liable for damage and/or loss of items on account of the Artist used during the Performance. If the Client transfers certain obligations with respect to the performance of the Agreement to third parties, or has certain obligations performed by third parties, the Client remains primarily responsible. Any damage or loss will be reimbursed by the Client at TOPBILLIN's request within two months of the Performance.

9.2 The Artist is only liable for damage caused by failure to comply with obligations if and to the extent that such damage was caused by intent or willful recklessness on the part of the Artist.

9.3 TOPBILLIN is not liable for any damage, including consequential damage, resulting from its acts or omissions in the broadest sense of the word, unless due to intent or willful recklessness on its part.

9.4 The Artist and/or TOPBILLIN is not liable for any damage or injury, including hearing damage caused by or because of the Performance or the Client, its employees or contractors, the audience or the Artist and their crew. The Client indemnifies the Artist and TOPBILLIN against third-party claims and will compensate the Artist and TOPBILLIN for any damage, including the costs of legal assistance, that may arise as a result of such claims.

9.5 In all cases where the Artist and/or TOPBILLIN is liable for damage suffered by

the Client, this liability is limited to the direct damage actually suffered by the Client and in no event is the Artist and/or TOPBILLIN liable for indirect damage. Indirect damage includes, but is not limited to, consequential damage, loss due to delay, lost profits, lost savings, lost (investment) opportunities, loss of goodwill and loss of data.

9.6 The Artist's and/or TOPBILLIN's liability is in all cases limited to the amount paid by the insurance of the Artist and/or TOPBILLIN in respect of the act causing the damage. If and to the extent that the insurance does not pay out, the liability of the Artist and/or TOPBILLIN will at all times be limited to an amount of €2,500.

9.7 The Client indemnifies the Artist and TOPBILLIN in respect of all damage suffered by the Artist and/or TOPBILLIN as a result of third-party claims arising out of or in connection with the performance of the work by the Artist and/or TOPBILLIN.

9.8 In all cases, the period within which the Artist and/or TOPBILLIN can be sued for compensation of damage is limited to six (6) months. If the Client is a natural person not acting in the practice of a profession or operation of a business, a maximum period of one (1) year applies.

9.9 The Client must adequately and properly insure the Performance and Event against risks, including liability and cancellation.

Clause 10 Intellectual property

10.1 To the extent that the performance of the Agreement should involve any object of copyright or other intellectual property rights, the intellectual property rights are not vested in the Client, but in the Artist or a third party on whose behalf the Artist or TOPBILLIN is performing.

10.2 To the extent necessary for the creation of the division of rights described in this clause, the Client hereby assigns (if necessary in advance) all intellectual property rights, including but not limited to all copyrights and related rights, to the Artist, and the Artist accepts this assignment. The parties undertake to each other to cooperate fully with all further actions that may be required for this assignment of rights and to refrain from assigning these rights (in whole or in part) to a third party or from encumbering these rights (in whole or in part).

Clause 11 Special provisions concerning online performances

11.1 Unless expressly agreed otherwise in writing, the Artist's Performance will take place at a location to be determined by the Artist and with the audio-visual resources available to the Artist, such as instruments, speakers, cameras, microphones and recording equipment.

11.2 The Artist shall make every effort to optimize the picture and sound quality with the resources available to them, but does not guarantee that the quality will meet the Client's expectation. Nor does the Artist guarantee that the live stream of their performance can take place in its entirety and/or uninterrupted.

11.3 Up until no later than two weeks prior to the Performance, the Client can request from the Artist and/or TOPBILLIN a statement of the resources that the Artist has at their disposal, after which this information will be provided to the Client. The Client can assess at that point whether additional or replacement resources are required to ensure the quality. In the absence of this kind of request from the Client, the quality of the resources at the Artist's disposal is deemed to have been accepted and no reliance on any defects will be permitted (after the fact).

11.4 A failure on the part of the Artist and/or TOPBILLIN expressly does not include: the disruption of the power supply, internet, equipment, instruments and the non-availability, limited availability or defective availability of telecommunications services, as well as other technical faults or defects in the broadest sense.

11.5 The Client will, at its own expense and risk, provide for all professional resources, facilities and permissions so that the Artist's Performance can be broadcast online. This includes but is not limited to:

- the online platform or website on which the Performance is broadcast live. If it is agreed that the performance will take place privately, the Client guarantees the security and exclusive nature of the Performance;
- the organization, technology, presentation and direction of the Event of which the Performance is a part;

11.6 The Client will ensure that the necessary license(s) for the use of intellectual property rights are obtained. In particular, the Client will ensure that a license is purchased and paid for

with Buma/Stemra (or SABAM in Belgium), to the extent a license is required.

Clause 12 Disputes and applicable law

12.1 Exclusively Dutch law applies to the Agreement.

12.2 All disputes that can arise in response to this Agreement will be exclusively submitted to the competent court in Amsterdam.