

Hiring Conditions Self-Employed Persons

V.11.0 – 19/06/2025

These Hiring Conditions apply in addition to the assignment confirmation. Due to the project-based nature of AAA's business activities, many parties frequently collaborate in varying partnerships. These Hiring Conditions include further working arrangements and a working method that are the same for all parties.

The Assignments are project-driven. This means that much work must be performed in a short period of time. The standard protocols and working methods of the project management are paramount in this regard. Within the framework of the Assignment, the professional input and autonomy of the Supplier will remain applicable. Communication regarding the project is conducted through AAA.

The Supplier's general terms and conditions only apply insofar as they do not conflict with these Hiring Conditions.

Background:

All Artist Advancing is a full-service production company specialising in organising, producing, executing, and operating events, concerts, conferences, product presentations, and (road)shows, among others.

AAA has engaged the Supplier to provide support and to perform work outside of employment. The Supplier has the specific knowledge, skills, and resources that are required to perform the Assignment. The Supplier is a self-employed person in the industry, who has various clients and is economically independent from All Artist Advancing.

The Parties wish to contract exclusively on the basis of a contract for services within the meaning of Book 7, Section 400 of the Dutch Civil Code. The Parties expressly do not intend to enter into an employment contract within the meaning of Book 7, Section 610 of the Civil Code or a notional employment relationship within the meaning of the Wages and Salaries Tax (Implementation) Decree 1965 and the Identification of Working Relationships as Employment Decree. In this respect, the Parties act as independent parties, each providing its own contribution to the completion of the project.

Definitions

- *All Artist Advancing*: The private limited company All Artist Advancing, Chamber of Commerce number: 81809255, with its registered office in Breda and its principal place of business in (4817 ZM) Breda, at Minervum 7282, hereinafter AAA.
- *Supplier*: A natural person or legal entity performing work on behalf of All Artist Advancing.
- *Assignment or Assignments*: All work performed by the Supplier for AAA.
- *Third parties*: Any other party engaged directly or indirectly by the Supplier in the context of performing the Assignment.
- *Crew briefing*: In addition to the Assignment Confirmation, the Supplier receives a Crew Briefing consisting of a schedule, times, locations, and contact persons.

Conditions:

1. Performance

- 1.1. The performance of the work must take place in the manner, location and time stated in the Assignment Confirmation or Crew Briefing, in accordance with the schedule provided, if any.
- 1.2. The Supplier accepts the Assignment and assumes full responsibility for the proper performance of the Assignment. Specified delivery or completion times are always strict deadlines.
- 1.3. The schedule depends on the progress of the work and is subject to changes. AAA aims to inform the Supplier of any changes to the work at least 2 working days in advance. The Supplier conforms to AAA's schedule, including any subsequent changes.
- 1.4. AAA will be notified of any changes no later than two weeks before the start of production. AAA reserves the right to reject those changes at any time. If at any point of time, the Supplier foresees that it cannot fulfil the obligations related to the Assignment at all, in time or appropriately, the Supplier must immediately inform AAA thereof.
- 1.5. The Supplier will notify AAA in a timely manner – in any case before the performance of the Assignment – which aspects the Supplier requires and which aspects AAA must ensure to enable the Supplier to perform the Assignment correctly. If the Supplier fails to communicate the required aspects in a timely manner, it is the Supplier's responsibility to adapt to the circumstances.
- 1.6. The Supplier is expected to act with integrity, adequacy, and care at all times and must handle sensitive information with care at all times.
- 1.7. The Supplier must be aware of the desired professional image that AAA aims to project with its business. In that context, the Supplier will at all times behave and dress in a professional and representative manner.
- 1.8. The Supplier has an obligation to issue warnings in respect of the Assignment. The Supplier will therefore point out to AAA any inaccuracies in the Assignment or the tasks assigned to it in a timely manner.
- 1.9. The Supplier points out to AAA that it may possibly need permits. The Parties will consult with each other in such case.
- 1.10. The Supplier bears all responsibility regarding the delivery, for example regarding subsidences and damage to the place or site of delivery.
- 1.11. The Supplier independently organises the manner in which it performs the Assignment and preparations thereof within the bounds of the production. AAA may give instructions to the Supplier in the context of the Assignment.
- 1.12. The Supplier provides, both solicited and unsolicited, creative input for the production and also contributes substantively to creative meetings for the production.
- 1.13. If AAA arranges a hotel, catering and/or transport for the Supplier, the Supplier is obliged to notify AAA in a timely manner in case of impediment, so that AAA can change the reservations made. Cancellations must be made at least seven (7) calendar days prior to the scheduled reservations. If the Supplier fails to cancel in a timely manner, AAA will have the right to charge the costs for unused hotel stays, catering or transport to the Supplier.

2. Business and safety

- 2.1. The Supplier guarantees that it has the required and up-to-date certificates and permits required for the performance of the Assignment. This includes certificates deemed required by relevant authorities or in the industry for performing the work. The Supplier is obliged to keep these certificates valid throughout the duration of the Assignment and can provide proof of validity of these certificates to AAA upon request.



- 2.2. All risks related to the goods and/or services to be delivered by the Supplier that have been purchased by AAA will transfer to AAA at the time those goods and/or services are delivered. The ownership of the goods and/or delivered services also transfers to AAA at that time. The Supplier guarantees that the goods and/or services delivered, if any, are of good quality.
 - 2.3. If AAA's business assets or materials are required for the performance of the Supplier's Assignment, the Supplier will bear responsibility for the relevant goods.
 - 2.4. The Supplier guarantees that the delivered goods and/or services and any associated documentation will comply with all applicable national and international (semi-)statutory provisions, including Dutch working conditions legislation and export laws and regulations, and will indemnify AAA in this regard. The Supplier is responsible for ensuring that the materials and tools used are suitable and safe, and are accompanied by the correct certificates, quality marks, etc.
 - 2.5. The Supplier is obliged to report any misconduct and unsafe situations to AAA.
 - 2.6. The Supplier is obliged to observe legal safety, health, and environmental regulations and to comply with the regulations, instructions, and directives regarding safety, environment, and control applicable at the location where the work is performed. The Supplier is also obliged to follow practical project instructions, such as access (registration), identification, location use, (house) rules, permit obligations, prescribed safety measures, and instructions for protective equipment. The Supplier is required to independently observe the prescribed safety measures, such as using materials correctly and wearing protective equipment. Safety measures include protective equipment but also ensure that breaks are taken on time, etc.
 - 2.7. If the Supplier uses medication that may affect concentration and thus impact the quality and safety of work or that of persons whom it collaborates with, the Supplier is obliged to report this to the project manager. The Supplier is prohibited from consuming alcoholic beverages during the Assignment or being under the influence of such consumption at a time preceding the Assignment. The Supplier is also prohibited from using any form of narcotics or related products during working hours or being under the influence thereof during the Assignment, or from possessing narcotics and related products during the Assignment.
- 3. Engagement of third parties**
- 3.1. The Supplier may, after obtaining written approval from AAA, engage third parties in the performance of the work or have themselves substituted in the performance of the Assignment. AAA must be notified of this. The Supplier remains responsible for the quality of the work and compliance with the agreed terms when engaging third parties. In doing so, the Supplier must respect the applicable laws and regulations and should impose the obligations applicable to the Supplier under this Agreement on this third party. The Supplier is regarded as the client in relation to this third party, is liable to this third party, and is responsible for the correct payment of premiums, taxes and insurances.
 - 3.2. The Supplier fully indemnifies AAA against any liability that may arise for AAA from the Supplier's failure or delay in fulfilling its obligations to pay premiums and taxes in view of the engagement of third parties.
 - 3.3. The Supplier records which third parties are engaged and maintains the required records itself, providing AAA with access to its records upon request.
- 4. Duration, cancellation and termination of the Agreement**
- 4.1. The Agreement will in any case terminate on completion of the Project.
 - 4.2. AAA is entitled to cancel the Assignment free of charge up to four (4) weeks before the starting date of the event or the performance of the Assignment. If the event or final assignment to which the Assignment relates is cancelled by AAA's client or a third party, or does not take place for any other reason, AAA is also entitled to cancel the Assignment free of charge, regardless of the time of cancellation. The Supplier cannot claim compensation.
 - 4.3. AAA is entitled to terminate the Agreement in writing, subject to a notice period of one month. In that case, the Supplier cannot claim any compensation.
 - 4.4. Without prejudice to the right of dissolution as referred to in Book 6 Section 265 of the Civil Code, AAA will at all times have the right, without further notice or default, to dissolve the Agreement in whole or in part:
 - a. in the event of a breach by the Supplier in the performance of its obligations under the Assignment;
 - b. the Supplier applies for a suspension of payment or is granted a suspension of payment;
 - c. the Supplier applies for bankruptcy or is declared bankrupt and/or the Supplier submits a request to the court to be admitted to the Debt Restructuring (Natural Persons) Act or is admitted to the Debt Restructuring (Natural Persons) Act;
 - d. the Supplier's business is liquidated;
 - e. a change occurs in the control over the Supplier's business.
- 5. Liability & insurance**
- 5.1. The Supplier is liable for any damage caused by it or by third parties engaged by it to AAA or to third parties in the execution of the Agreement.
 - 5.2. The liability of the Supplier is limited to €500,000. However, if the Supplier's insurance pays out a higher amount, this higher amount will be regarded as the maximum liability. Any other limitations of liability from the Supplier's general terms and conditions do explicitly not apply.
 - 5.3. The Supplier is liable for all damage to AAA caused by the fact that the Supplier has not or has not sufficiently fulfilled its obligations in connection with the agreement.
 - 5.4. If a complaint is filed by AAA, the Supplier is obliged to handle the complaint (at its own expense) and to deliver the agreed performance to the satisfaction of AAA. AAA will render all reasonable assistance.
 - 5.5. The Supplier declares that it has adequate insurance with regard to liability, the coverage of which is appropriate to its activities and turnover. The Supplier must also take out insurance for damage to (property of) AAA as well as to third parties, caused by the used equipment, means of transport and the like caused by the Supplier itself.
 - 5.6. AAA will not take out disability insurance for the Supplier. AAA expressly advises the Supplier to take out its own disability insurance.
 - 5.7. The Supplier will provide AAA with access to the relevant insurance policies on demand. AAA will not take out insurance for the goods supplied, if any, by the Supplier.
 - 5.8. In case the Supplier wishes to have its supplied goods, if any, covered under AAA's Bodywork Materials Insurance, the Supplier must notify AAA of the replacement value of its goods no later than 2 weeks before the start of the Assignment. AAA will pass on the costs for this.
 - 5.9. The Supplier guarantees that all national insurance contributions and all taxes, particularly income and turnover tax, have been or will be paid within the applicable (statutory) payment term(s). The Supplier fully indemnifies AAA against any liability that may arise for AAA from the Supplier's failure or delay in fulfilling its obligations to pay the aforesaid contributions and taxes.
 - 5.10. AAA is not liable for any damage suffered on the part of the Supplier, unless the damage is the result of intent or deliberate recklessness on the part of AAA's management personnel.



6. Prices, invoices and payment

- 6.1. Any changes or additional items must be explicitly specified in the quotation and must always be approved in writing by AAA in advance.
- 6.2. The Supplier calculates the payment for the additional work based on the agreed rates or, in the absence thereof, based on reasonable and competitive rates.
- 6.3. The invoices must state an Assignment Confirmation number(s) as stated in the Assignment Confirmation. AAA will provide this to the Supplier.
- 6.4. The Supplier must send the final settlement, including the invoice, to AAA within 5 working days of Load Out. Load Out is understood to mean the dismantling and removal of temporarily placed/applied objects and materials and restoring the location to its original state after an event.
- 6.5. AAA will pay the invoices within 30 calendar days of the invoice date to the Supplier.
- 6.6. AAA is entitled to suspend payment if and as long as the Supplier does not fulfil its obligations under this Agreement. Any costs of suspension and resumption are to payable by the Supplier.
- 6.7. The Supplier will only specify the agreed amount as recorded in the Assignment Confirmation in the invoice.
- 6.8. Any losses, additional costs due to shortages or deficiencies, as well as costs based on subsequent calculation, must be included and specified in a separate invoice. These additional invoices will only be processed if prior written approval has been obtained from AAA by means of an Assignment Confirmation.

7. Force majeure

- 7.1. In the event of force majeure, AAA will have the right, without any judicial intervention being required, to suspend performance of the Agreement or to terminate all or part of the Agreement, without AAA being obliged to pay any compensation.
- 7.2. Force majeure does not include weather conditions, epidemics, strikes, and transport problems.
- 7.3. AAA has the right to replace the Supplier in connection with a project's deadline. In that case, the Assignment between the parties can be terminated immediately, and AAA will then be permitted to engage a different party.
- 7.4. The Supplier is not liable for damage due to force majeure, provided the Supplier has promptly reported the force majeure event to AAA in writing after its occurrence. The Supplier must take sufficient measures to limit the consequences of the force majeure event as much as possible and to prevent further damage. If the Supplier fails to take these measures or to make the notification in a timely manner, the Supplier will remain liable for the damage.

8. Intellectual property

- 8.1. All intellectual property rights relating to the names and/or logos and/or the publicity material of AAA are vested in AAA. The Supplier is not permitted to disclose and/or reproduce or otherwise use these without prior written consent from AAA. Rights arising from the execution of this agreement will accrue to AAA. The Supplier will cooperate in any required transfer actions.
- 8.2. If the Supplier has engaged or engages third parties for the performance of the Assignment, the Supplier guarantees that these third parties have fully transferred all intellectual property rights, which they may possibly assert on their performances resulting from the Assignment, to the Supplier and have waived their possible moral rights.
- 8.3. The Supplier guarantees that it has the power of disposal of all the rights which it grants and/or transfers to AAA in the context of the assignment and is free and authorised to issue the Assignment. The Supplier indemnifies AAA against all claims in this respect.
- 8.4. If there are intellectual property rights held on the part of the Supplier regarding the goods and/or services to be delivered, of whatever nature, the Supplier will transfer these intellectual property rights to AAA, with the compensation included in the price. AAA has the unlimited, non-transferable right to disclose and reproduce any materials and goods provided by the Supplier, in any form, including the right to edit and modify the material insofar as necessary for the execution of the Agreement.

9. Confidentiality, Media & Privacy

- 9.1. The Supplier is obliged to observe strict, unconditional and irrevocable confidentiality with respect to all information in the broadest sense of the word, which it has obtained concerning AAA's organisation, its customers, activities and working method, before, during and after termination of the Assignment. The Supplier will also oblige third parties engaged by it to comply with these confidentiality provisions, unless otherwise agreed in writing.
- 9.2. The Supplier and third parties engaged by the Supplier are explicitly not permitted to make any social media expressions, of whatever kind (image, text, location, etc.) about work or other information directly or indirectly related to the performance of the Assignment, unless otherwise agreed in writing.
- 9.3. The Supplier is not permitted to independently communicate anything through media attention, in whatever form, without consultation with AAA.
- 9.4. The Supplier is in default by operation of law by merely violating or failing to comply with the provisions of this Article and will owe AAA an immediately payable penalty of €5,000 (in words: five thousand euros) per violation, and insofar as it concerns a violation that continues over time, €500 (in words: five hundred euros) per calendar day that the violation and/or non-compliance continues. AAA has the right to claim compensation from the Supplier instead of imposing a penalty. Compliance with the obligation to pay the penalty will not release the Supplier from its obligations under this Article.
- 9.5. The Supplier and AAA may process personal data. The Supplier and AAA are independently responsible for compliance with the obligations under the GDPR. AAA must be notified when processing personal data. The Supplier will not transfer data to countries outside the European Economic Area and will take all technical and organisational measures reasonably possible to secure personal data.

10. Non-competition clause

- 10.1. Without prior written consent from AAA, the Supplier is prohibited from working for AAA's client or companies affiliated with the client, during and for one year after termination of the Assignment, directly or indirectly, whether for payment or not. A client of AAA is defined as a client for whom AAA performs or has performed projects, and for whom the Supplier performs or has performed work on behalf of AAA.
- 10.2. The Supplier is not permitted to accept or stipulate a commission, in any form whatsoever, directly or indirectly, from third parties who are in any way connected to or have made offers to AAA.



ALL ARTIST ADVANCING

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11. **Applicable law and competent court**
- 11.1. Legal relations between AAA and the Supplier are governed exclusively by Dutch law.
- 11.2. All disputes arising from the Agreement and from further agreements related thereto will be settled by the Court of Zeeland-West-Brabant, location Breda.