



General Terms and Conditions of Delivery of All Artist Advancing B.V.

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ARTICLE 1: DEFINITIONS

- AAA: All Artist Advancing B.V., based at Minervum 7282, Breda, Chamber of Commerce number 81809255.
- Artist: the Client usually engages AAA for the benefit of an Artist.
- Services: the services offered by AAA, which relate to artist advancing and artist production management, including the provision of artist support services in respect of the personal and technical requirements and preferences, and communication between the Events and the Client during the various phases, such as at the time of booking, upon arrival, during the show and upon departure. The specifics of the Services depend on the Client's wishes, but may concern aspects such as production management during an Event, tour preparations and management, technical advice and pre-show support.
- Event: occasion at which the Artist is to perform, such as concerts and festivals, while the term 'Event' also refers to the organisation of an Event;
- Client: the party issuing the assignment to AAA;
- Agreement: any agreement between AAA and the Client, any amendment or addition to such an agreement, as well as all (legal) acts in preparation and/or implementation of that agreement;
- Terms and Conditions: these general terms and conditions of delivery;
- Items: hardware and/or software, as well as anything that may be the object of an Agreement in the context of AAA's Services.

ARTICLE 2: SCOPE

2.1 These Terms and Conditions apply to all quotations and agreements between AAA and the Client.

2.2 Any derogations from these Terms and Conditions will only apply if they have been expressly recorded in writing.

2.3 The Dutch text of these Terms and Conditions will prevail over certified and uncertified translations thereof.

ARTICLE 3: QUOTATIONS

3.1 All quotations are free of obligation and will be valid for a maximum period of 14 calendar days after the quotation date, unless stated otherwise in the quotation.

3.2 AAA cannot be held to its quotations if the Client can reasonably understand that (a part of) the quotation contains an obvious mistake or clerical error.

3.3 All drawings and details provided with a quotation, such as dimensions, weights, capacities and quantities, are prepared as accurately as possible. These specifications will only be binding insofar as this is expressly confirmed.

3.4 In its quotations, AAA assumes that all the Services can be performed in the usual manner. Any special requirements and circumstances must be communicated in writing and in sufficient detail to AAA in advance. In that case, AAA will state explicitly in the quotation whether and to what extent AAA has taken these into account.

3.5 All quotations, as well as tour sets, riders, show files, concepts, templates, solutions, proposals, documents, calculations and designs prepared by AAA (or on AAA's instructions) are the property of AAA. They may not be used by and/or forwarded or shown to third parties without AAA's express written consent, and must be handled strictly confidentially.



3.6 AAA reserves the right to refuse assignments without giving reasons.

3.7 An Agreement with AAA will be formed after (i) AAA and the Client have signed an Agreement, (ii) AAA has confirmed the assignment issued in writing, or (iii) AAA has started the execution of the assignment issued.

ARTICLE 4: PERFORMANCE OF THE AGREEMENT

4.1 AAA will endeavour to the best of its knowledge and ability to perform the Agreement as well as possible. AAA's delivery and lead times are approximate.

4.2 If the Event is moved, the Event will be regarded as cancelled in conformity with Article 7 of these General Terms and Conditions and the moved Event will be regarded as a new Agreement which must be accepted anew, depending on AAA's availability.

4.3 The Client must ensure that all information requested or required by AAA that may be relevant to the preparation and performance of the Agreement is provided to AAA correctly, completely and in good time. If this does not happen, AAA will have the right to suspend performance of the Agreement and/or to charge the Client for any additional costs incurred as a result.

4.4 AAA is permitted to perform the Agreement in parts and to invoice these parts separately.

4.5 If the desired Service also involves the deployment of technical staff, for instance for the use of fireworks and other special effects, the parties will be deemed to have concluded a separate Agreement for each deployment, unless agreed otherwise in writing.

4.6 AAA has the right to engage third parties in the performance of the Agreement. AAA has the right to accept any general terms and conditions and limitations of liability of that third party on the Client's behalf.

4.7 If AAA believes that the proper performance of the Services requires this, AAA will have the right to amend and/or supplement the agreed assignment in consultation with the Client. AAA may charge additional costs in this connection.

4.8 If the materials or services provided to the Client by third parties are not present at the agreed location, or are not present in time, AAA reserves the right to procure the requisite materials or services elsewhere. AAA will not be liable for any delays caused by this. The costs of the materials or services procured elsewhere will be passed on to the Client. Any (additional) costs will be charged to the Client.

4.9 If the materials or services provided by third parties do not work, or do not work properly or in full, AAA will not be liable for the consequences, also if AAA must perform all or part of its Services using the materials or services provided by those third parties. In the event that AAA is unable to perform its Services, or to do so adequately or in full, because the materials or services of third parties do not work, or do not work properly or in full, this will by no means constitute a shortcoming (in Dutch: Tekortkoming).

4.10 Any additional arrangements or changes made afterwards, and arrangements made with and/or promises made by AAA staff, will only be binding on AAA if AAA has confirmed them in writing. If this gives rise to (additional) costs, these costs will be charged to the Client.

ARTICLE 5: TRAVEL POLICY

5.1 In the context of the Services, it is possible that a staff member of AAA or the third parties it has engaged will travel with the Artist on the Client's instructions (hereafter: the "Traveller(s)").

5.2 It will be the Client's responsibility to ensure that the manner of travel and overnight accommodation is timely, safe, suitable and appropriate.



5.3 The Client will determine the manner of travel and, where applicable, the location of overnight accommodation. In this context, the Traveller should enjoy at least the same level of superior comfort as staff members of the Client. The flights and hotel accommodation will in any case meet the following standards:

- a. On all flights, the Client will book at least Economy Comfort seats, unless the flight duration is more than six hours. In that case, the Client will book Business Class tickets for the Traveller.
- b. The Client will book overnight accommodation in a safe and comfortable hotel, with at least four stars, in the vicinity of the work location.

5.4 The Client will ensure that airline tickets and hotel accommodation are booked in good time and will communicate the information regarding travel and overnight accommodation for the Traveller to AAA in a timely manner.

5.5 The Client is obliged to provide for the Traveller's needs at its own expense. The costs of travel (including in any case vaccinations, airline tickets, local transfers and all costs of (hold) luggage), the overnight accommodation and associated costs (including in any case taxes and deposits), the meals and drinks throughout the working trip (including all meals during travel) and the work visas (including the costs associated with any visit to/consultation with the embassy concerned) will in any case be borne by the Client.

5.6 The Client is responsible at all times for obtaining a work visa for the Traveller. The Client may not ask the Traveller to travel without a valid work visa or in another illegal manner, subject to the penalty provided for in Article 14.

5.7 If the Traveller experiences problems of any kind on the outward journey or the return journey because of faults (of whatever kind) in the work visa, the Client will have to remedy those problems without delay. If the Traveller experiences problems of any kind while travelling because of faults (of whatever kind) in the work visa which cause the Traveller to become stranded at a location or destination, the Client will have to pay the agreed daily rate, as well as pay a penalty for the Traveller concerned of €10,000 per calendar day, without prejudice to any other right accruing to AAA or the Traveller, such as the right to compensation, unless the faults are attributable to AAA.

ARTICLE 6: PRICES AND PAYMENT

6.1 AAA's prices are:

- a. based on the wages, wage costs, social security and government charges, freight, insurance premiums and other costs applicable at the time of the quotation date;
- b. exclusive of VAT, import duties, other taxes and other government levies;
- c. denominated in euro. If prices are denominated in another currency, any exchange rate changes relative to the euro occurring in the period between quotation and delivery will be passed on.

6.2 Modifications of any kind made by or on behalf of the Client to the original assignment, including additional costs, which lead to higher costs than could be estimated when preparing the quotation will be charged to the Client.

6.3 Any costs charged by third parties which are directly related to the performance of the Agreement, such as accommodation costs, catering and/or mains services including consumption costs, will always be charged directly to the Client, unless agreed otherwise in writing.

6.4 Payment will be effected via a transfer to a bank account specified by AAA within the period set by AAA, but no later than 14 calendar days after the invoice date. The Client cannot invoke any discount, set-off or suspension.

6.5 If, in AAA's opinion, the Client's financial position or payment record gives cause for doing so, AAA will be entitled to demand that the Client provide AAA with (additional) security in good time in a form to be determined by AAA and/or pay an (additional) advance on the agreed fee.



6.6 The Client will be in default by operation of law after the expiry of the payment period. From that time, the Client must pay the statutory commercial interest and extrajudicial collection costs.

6.7 All costs which AAA needs to incur in order to obtain payment of the claim in and out of court will be payable by the Client. These extrajudicial collection costs will be calculated in accordance with the Graduated Scale for Extrajudicial Collection Costs (in Dutch: Staffel Buitengerechtelijke incassokosten), with a minimum of €250.

6.8 In the event of a jointly issued assignment, the Clients will be jointly and severally liable for the payment of the invoice amount.

ARTICLE 7: TERMINATION, CANCELLATION AND SUSPENSION

7.1 The Client is not entitled to terminate (in Dutch: ontbinden) all or part of the Agreement in the interim. If the Client terminates all or part of the Agreement for whatever reason, therefore also in the event of unforeseen circumstances or force majeure, the Client will have to pay the full fee agreed (including the financial obligations of AAA towards third parties), unless agreed otherwise in writing.

7.2 The Client is not entitled to cancel (in Dutch: opzeggen) all or part of the Agreement in the interim. If the Client cancels the Agreement for whatever reason, the Client will have to pay the following fee:

- a. 42 to 29 calendar days before the start of the Traveller's first day of travel: 40% of the whole fee agreed;
- b. 28 to 8 calendar days before the start of the Traveller's first day of travel: 60% of the whole fee agreed;
- c. Less than 8 calendar days before the start of the Traveller's first day of travel: 100% of the whole fee agreed.

7.3 AAA's financial obligations towards third parties in relation to the cancelled/terminated Agreement, which AAA must fulfil, concerning aspects such as Items or engineers procured, ordered or hired and travel agencies engaged, will be charged in full to the Client at all times.

7.4 AAA will be entitled to suspend its activities and/or to terminate (in Dutch: ontbinden) all or part of an Agreement with immediate effect, without notice of default or judicial intervention being required and without liability for compensation towards the Client, in the event that (i) the Client fails to pay its due and payable debts, (ii) the Client is declared bankrupt, (iii) a moratorium is requested for the Client, (iv) AAA learns of circumstances which give it good reason to fear that the Client is or will be unable to meet its (payment) obligation, including the situation in which a third party levies an attachment against AAA at the Client's expense, or (v) the Client's legal entity is dissolved or the Client's business is wound up. AAA shall also be entitled to terminate (in Dutch: opzeggen) the Agreement, provided it gives reasons.

ARTICLE 8: LIABILITY AND INDEMNIFICATION

8.1 AAA will be liable only for compensation of direct losses. AAA's liability for direct losses will be limited to the payout to be made by AAA's liability insurer, to be increased by the excess. A copy of the insurance policy can be provided upon request. If and insofar as the liability insurance policy does not provide cover and/or does not entitle AAA to claim a payout, any liability on AAA's part will be limited to 50% of the invoice value of the assignment concerned, with a maximum of €25,000.

8.2 AAA rejects all liability for indirect losses, including but not limited to consequential losses, intangible losses, losses caused by viruses or hacks, reputational damage, loss of profits, missed savings, and losses due to business interruption.

8.3 AAA will not be liable for errors or shortcomings on the part of one or more third parties it has engaged. Under no circumstances will AAA be liable for losses sustained by the doing, acts or omissions of third parties, such as suppliers and visitors of Events.



8.4 AAA will not be liable for losses of any kind which occurred because AAA proceeded from incorrect and/or incomplete information provided by or on behalf of the Client, or for losses due to the supply of faulty materials by a party other than AAA.

8.5 The Client must hold AAA liable in writing, stating its reasons, as soon as possible after it detected or could reasonably have detected the loss, but no later than 14 calendar days after the Event.

8.6 Under no circumstances will AAA be responsible or liable for losses or costs resulting from the licence requirements, which losses and costs will be at the Client's expense and risk.

8.7 The Client indemnifies AAA against all losses sustained by AAA as a result of third-party claims that are related to the Services provided by AAA, including:

a. claims by third parties, including employees and staff of AAA, which sustain losses in connection with the performance of the Agreement as a result of acts or omissions of the Client or unsafe situations at the Event;

b. claims by third parties which sustain losses that are the result of a fault in the products or services delivered by the Event or third parties that were used by the Client or AAA.

8.8 The limitations of liability laid down in these Terms and Conditions will not apply if the losses are attributable to wilful misconduct or gross negligence on the part of AAA or its executive staff.

ARTICLE 9: OBLIGATIONS OF THE CLIENT

9.1 The Client has to comply in full with all obligations and instructions issued by the government in relation to any activity of the Client in the context of an Agreement.

9.2 The Client is not entitled to assign the staff members made available to it by AAA to third parties.

9.3 The Client is obliged to take out and maintain insurance for its liability under Articles 6:170 and 6:171 of the Dutch Civil Code in respect of the staff members made available by AAA for the period during which those staff members are made available.

ARTICLE 10: FORCE MAJEURE

10.1 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.

10.2 In this context, force majeure is understood to mean: any circumstance as a result of which the Client can no longer reasonably expect AAA to perform the Agreement. Force majeure will in any case include: any circumstance beyond AAA's control, as well as - insofar as not already included therein - disruptions of telecommunication / disruptions of electronic data interchange, internet disruptions, delays in or impossibility of the supply of goods or services by third parties, extreme weather conditions, outbreak / pandemic / epidemic, war, threat of war, civil war, civil unrest, flooding, water damage, vandalism, fire, office sit-in, industrial action, lock-out, excessive sickness absence among AAA's staff, transport problems, unforeseen technical complications, business interruptions at AAA or its suppliers, breach of contract by its suppliers, as well as government measures in any case including import and export bans and quarantine, regardless of whether these circumstances occur at AAA or at any third parties it has engaged. If force majeure causes a delay in delivery by more than three (3) months, the parties will have the right to terminate (in Dutch: ontbinden) the Agreement. In that case, the Client will have to reimburse the costs incurred by AAA as well as the costs charged to AAA by third parties.

10.3 If AAA has already fulfilled some of its obligations under an Agreement when the force majeure situation commences, AAA will be entitled to issue a separate invoice for the performance already delivered, and the Client will have to pay this invoice as if it concerned a separate transaction.



10.4 AAA will not be liable if it is or was unable to fulfil its obligations due to force majeure or unforeseen circumstances.

ARTICLE 11: STAFF

11.1 During the term of the Agreement and during a period of one year after its termination, the Client will not be allowed, either directly or indirectly, to hire staff members of AAA (or its suppliers) who were involved in the performance of the Agreement, or to have these staff members carry out activities and/or provide advice under an agreement for services or otherwise, without AAA's involvement.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS

12.1 The copyright and other intellectual property rights in respect of offers, quotations, documentation, designs, concepts, recordings and any and all other tour sets, riders, show files, solutions, proposals, calculations and designs produced for the Client, including any data or software supplied to the Client, will remain vested in AAA or its licensors at all times. Subject to AAA's prior written consent, the Client will not be allowed to use, multiply or publish the aforesaid materials otherwise than in the context of (the performance of) the Agreement.

12.2 AAA is or will be the holder of all existing and future intellectual property rights attached to or arising from works (in whatever form, including but not limited to developed ideas, proposals, tour sets, riders, show files and concepts) which AAA develops and/or has others develop in the context of the assignment. The Client will acquire a right to use these rights for the duration of the assignment.

12.3 If the Client holds intellectual property rights of whatever nature, AAA will have a right to use these rights for the duration of the Agreement, the payment for which is included in the price.

12.4 The Client 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 Client indemnifies AAA against all claims in this respect. The Client indemnifies AAA against third-party claims relating to intellectual property rights to materials or data provided by the Client which are used in the performance of the Agreement.

12.5 AAA has the right to create audio recordings, pictures, and/or video recordings of the assignment, unless the Client has expressly stipulated otherwise in writing. AAA may use audio recordings, pictures and/or video recordings of the assignment in internal and external communications without the Client's prior written consent, unless agreed otherwise in writing.

ARTICLE 13: SECRECY AND PRIVACY

13.1 The parties are obliged, both during the term of the Agreement and afterwards, to observe absolute secrecy in respect of all confidential data, information and documents which they obtain from each other or from other sources in the context of the Agreement, unless a court orders otherwise. Information will be confidential if it has been marked as such by the other party or if this ensues from the nature of the information.

13.2 This obligation will not apply insofar as the parties have a statutory or professional duty of disclosure.

13.3 Insofar as the performance of the activities involves the use/processing of personal data, this personal data will be used and protected by AAA with a high degree of care in accordance with the General Data Protection Regulation.

13.4 The Client will receive personal data of the Traveller in the context of the Agreement. The Client will limit access to this personal data to those staff members for whom access is necessary for the performance of their activities. As soon as this personal data is no longer required for the performance of the activities, the Client will immediately remove this data in a secure manner.



13.5 AAA and the Client will take appropriate technical and organisational measures to ensure the protection of personal data held and used by AAA or the Client. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data. In doing so, AAA and the Client will weigh the nature of the processing against the measures to be taken.

ARTICLE 14: PENALTY CLAUSE

14.1 If the Client breaches the provisions of Articles 5.6 (Request to travel illegally), 11 (Staff) or 13 (Secrecy and privacy), the Client will have to pay AAA, without any notice of default being required, an amount of €10,000 per breach, to be increased by €1,000 for each day that the breach continues, without prejudice to any other right accruing to AAA, such as the right to compensation.

ARTICLE 15: OTHER PROVISIONS

15.1 AAA is entitled at all times to make amendments and/or additions to these Terms and Conditions. Amendments and/or additions will come into force after they have been communicated to the Client.

15.2 If any provision of these Terms and Conditions should prove to be legally invalid and/or lose its legal validity, this will not affect the remaining provisions of the General Terms and Conditions and the parties will be obliged to adopt a new provision as soon as possible which resembles the 'old' provision as closely as possible in terms of purport.

15.3 All rights of claim and other powers on whatever grounds which the Client has towards AAA must have been received by AAA in writing within 12 months of the moment when the Client became aware or could reasonably have become aware of these, failing which they will expire.

15.4 The legal relationship between AAA and the Client is governed exclusively by Dutch law.

15.5 Any and all disputes between AAA and the Client will in the first instance be submitted to the competent judge of the District Court of Zeeland-West-Brabant, the Netherlands, except where mandatory rules of jurisdiction are in conflict with this choice.