

General terms and conditions and payment conditions of:

A&A MUSIC B.V.
Splijtbakweg 94
1333 HJ ALMERE
The Netherlands

Registered in the Trade Register at the Chamber of Commerce in Almere: 39077920

ARTICLE 1: DEFINITIONS

In these General Terms and Conditions (the "GTC") the following terms will have the following meaning, unless stated explicitly differently:

- A&A Music:** the booking agency for and representative of artists and the user of these GTC, hereinafter "A&A Music";
- Principal:** the natural or legal person that books through A&A Music one or more artists and/or shows, hereinafter "the Principal";
- Artist:** the performing artist, more specifically the disk jockey, who has committed himself towards A&A Music to organize and execute performances;
- Performance:** the artistic performance of the Artist;
- Agreement:** the agreement that A&A Music as the attorney-in-fact of the Artist and the Principal conclude further to a booking of an Artist for a Performance;
- Release Sum:** the total amount agreed upon that the Principal is liable to pay for a booking of an Artist to A&A Music, exclusive of VAT and possible due wage tax and the premium for employee insurances;
- Parties:** A&A Music and/or the Artist and/or the Principal whether jointly or not.

ARTICLE 2: APPLICABILITY GTC

1. These GTC are applicable to all offers and on all agreements of A&A Music BV located in Almere, the Netherlands, hereby including the offers and agreements that A&A Music issues on behalf of the Artist and concludes with the Principal.
2. Other terms and conditions shall only form part of the Agreement concluded between Parties if and insofar parties have agreed so in writing explicitly.
 3. The acceptance by the Principal without comments and keeping an offer or order confirmation, in which is referred to these GTC shall be deemed to be an agreement with the applicability thereof.
4. If a stipulation in these GTC or a part thereof is possibly not applicable, then such will not be the applicability of the remaining stipulations.
5. If one of the stipulations in these GTC proves to be invalid, then this shall be replaced by a stipulation with an identical tenor.

ARTICLE 3: AGREEMENTS

1. Agreements become only binding by means of a confirmation in writing by A&A Music.
2. Additions or changes to the GTC or other changes or additions to the Agreement become only binding after confirmation in writing by A&A Music.
3. Agreements can only be concluded between A&A Music and the Principal. The Principal shall refrain from approaching an Artist directly and/or from concluding an agreement with the Artist, without explicit permission in writing by A&A Music.

ARTICLE 4: OFFERS

1. All offers, tenders, pricelists, times etc. of A&A Music are non-binding unless they contain a term for acceptance. If an offer or special offer contains a non-binding offer and this offer is accepted by the Principal, then A&A Music has the right to recall the offer within two working days after the receipt of the acceptance.
2. The Principal cannot derive rights from images and descriptions in offers, folders, catalogues, and other promotional material provided by or on behalf of A&A Music. Aforementioned data do not bind A&A Music.

ARTICLE 5: EMPLOYMENT THIRD PARTIES

1. A&A Music is authorized, for the execution of what has been agreed, to employ third parties.
2. Principal shall carry the reasonable costs for the employment of third parties, unless agreed differently in writing.

ARTICLE 6: EXTRA WORK AND OUTSIDE THE NETHERLANDS

1. A&A Music has the right to charge extra costs, because of the emergence of an impediment, of whatever nature, in the progress of the execution of the Agreement and/or because of activities that have not been recorded in the Agreement, as extra work to the Principal.
2. Extra work shall be calculated proportionally and will be invoiced separately, after the execution of the Agreement.
3. If the Performance takes place outside the Netherlands, Principal shall arrange for proper transport, a stay in a hotel with at least 4 stars, as well as a meal during the day. Principal shall carry the costs hereof. If A&A Music and/or Artist have been required to incur expenses, then this shall be charged to the Principal afterwards.

ARTICLE 7: ARTIST AND PERFORMANCE

1. The Principal declares to be fully acquainted with the Performance of the Artist, as well as with the sort or nature of the contracted Performance.
2. The Principal warrants that before, during and after the Performance at least the consumptions and objects stated in writing by the Artist will be present in the dressing room.
3. The Principal warrants that the light and sound installations and equipment stated in writing by the Artist in relation to the Performance and possible sound-checks will be timely present before the commencement of the Performance and also shall comply with the specifications stated by the Artist.
4. The Principal ensures the presence of all possibly required permits, exemptions, etc. In case of the absence of one or more of the required permits, etc. A&A Music has the right to cancel the Performance. In such a situation the obligation of the Principal to pay the agreed Release Amount shall at all times continue to exist and the Principal will safeguard A&A Music and the Artist against claims from third parties. Notwithstanding the aforementioned A&A Music reserves the right to claim full compensation for damages from the Principal.
5. The Principal guarantees that:
 - A. If others in the concerned space where the Performance shall take place, also have to execute activities, then these activities shall be ended before they shall start using the space, in order to be able to make preparations without hinder;
 - B. A&A Music, third parties employed by it and the Artist shall have free access to the room where the Performance shall take place and that the preparations can be executed without disturbance;
 - C. There is a proper (dressing) room available for the Artist, that this room can be properly heated and that in this room there is lighting, a mirror and power supply, as well as that the room can be locked in a proper way;
 - D. There is a proper covered or coverable stage, unless agreed differently in writing;
 - E. There are sanitary facilities within a reasonable distance;
 - F. the requested matters, following the written statements as set forth in the sections 2 and 3 of this article are present;
 - G. The work environment complies with the applicable lawful requirements and that the safety of the Artist before, during and after the Performance is safeguarded, among others by means of sufficient (security) personnel, fences, stage-hands, etc.;

- H. The maximum number of permitted persons, on the basis of the fire regulations and/or other regulations, from the side of the government or otherwise, shall not be exceeded in the area where the Performance shall be executed;
 - I. Without prior permission in writing by A&A Music no sound and/or video recordings of the Performance shall be made and shall take all necessary measures thereto to prevent that third parties shall make sound and/or video recordings of the Performance without permission, a violation of which shall lead to a contractual fine payable by the Principal of € 10,000 per violation, which fine is payable directly on demand and which is not eligible for compensation or set-off, notwithstanding the right of A&A Music and/or the Artist to claim full compensation for damages in addition;
6. A&A Music ensures that the Artist will be present timely before the commencement of the Performance on the agreed location, having with him all that is required for the Performance insofar this should not be supplied or arranged for by the Principal.
 7. The location where the Performance shall take place will be recorded in the Agreement and is binding. The Principal makes a route description available.
 8. The time of day on which the Performance shall commence, as well as the duration of the Performance, shall be recorded in the Agreement and shall be binding. The time of commencement is indicative and can never be regarded as a fatal term. At the request of the Principal and with the consent of the Artist the duration of the Performance can be extended or the time of commencement can be moved. The duration of the extension shall be charged to the Principal as extra work.
 9. A&A Music has the right to provide the Principal with a guest list of a minimum of five (5) persons per Performance.

ARTICLE 8: PROMOTIONAL MATERIAL

1. The Principal requires the prior permission in writing of A&A Music with regard to the notification and/or image of the Artist on the promotional material to be produced, in the broadest sense of the word. Hereto the Principal shall make available in advance a number of proof copies of the promotional material for approval in writing to A&A Music.
2. Promotional material containing a mention and/or image of the Artist may only be distributed after A&A Music and, when required, the Artist has given permission in writing thereto.
3. The Principal ensures sufficient promotion and publicity of the Performance and warrants a correct representation of the name of the Artist in all expressions of the Principal regarding the Performance.
4. It is not permitted for the Principal, without prior permission in writing by A&A Music and, when required, the Artist, to sell sound carriers, posters and/or other articles with the name, image, logo, etc. of the Artist on or in the environment of the location where the Performance takes place, both before, during and after the Performance. The Principal shall take all necessary measures to prevent third parties from offering and/or selling aforementioned goods.
5. The Artist is in no way obliged to give interviews to the media.

ARTICLE 9: WARRANTY AND SAFEGUARD BY A&A MUSIC AND THE ARTIST

1. A&A Music and Artist warrant that they are hindered by no obligations to comply with their obligations deriving from the Agreement.

2. A&A Music declares that the Artist has a fiscal independent status and shall ensure that all lawfully required contribution, levies and reservations etc. with regard to the fee or the wages that the Artist receives shall be made in a timely manner. A&A Music safeguards the Principal in this respect. The safeguard does not apply to any wages paid by the Principal directly to the Artist and monetary or other compensations.
3. The Principal declares to arrange for a timely payment of wage tax when the Performance is executed by a foreign Artist.

ARTICLE 10: CANCELLATION

1. Cancellation by the Principal is only possible if A&A Music gives consent thereto. If so, then the Principal is liable to pay to A&A Music:
 - A. This Agreement may be terminated by either party up to 12 (twelve) weeks before the contracted date of the Event given in clause 1.1 without the need to provide reasons. In this case, the mutual obligation to fulfil the contractually agreed obligations shall lapse.
 - B. The Organiser is obliged to pay 50% of the invoiced amount to Most Wanted within 12 to 8 weeks before the date of the performance with no deduction or setoff, and the invoice date of payment shall remain applicable.
 - C. The Organiser is obliged to pay 100% of the invoiced amount to Most Wanted within 8 weeks before the date of the performance with no deduction or setoff, and the invoice date of payment shall remain applicable.In case of cancellation in accordance with section 1 sub c, the due percentage can vary between 50% and 100% of the Release Amount, depending on whether A&A Music is able to find for the concerned Artist on the concerned date (partially) replacement activities. The aforementioned however does not in any way constitute an obligation for A&A Music and can therefore not be interpreted as such.
2. Notwithstanding the aforementioned, A&A Music reserves the right to claim complete compensation for damages from the Principal.
3. A&A Music has, on behalf of the Artist the right to cancel a Performance, at their discretion, up to two (2) weeks before the agreed date of the Performance, under the obligation to repay any amounts already paid by the Principal to A&A Music (the entirety or a part of the Release Amount), by crediting the agreed Release Amount. Outside repayment of crediting as aforementioned, A&A Music shall never be liable to pay compensation to the Principal.
4. Cancellation by A&A Music in the period from two (2) weeks before the agreed date of the Performance up to the date of the Performance is permitted, if:
 - A. The Principal does not comply with his obligations, including not paying the due amounts payable by him;
 - B. The Artist on the event date will have important promotional obligations elsewhere, such as for example a TV performance, radio-performance of another promotional performance;
 - C. The Artist himself for health reasons or because of serious illness or death of a close relative or relation is unable to come;
 - D. The Artist can make a claim under Force Majeure in the sense of article 6:75 of the Dutch Civil Code (BW).

If the cases mentioned under b. or c. occur, then the Principal – at his discretion – has the choice to accept the right to the Performance under the same terms and conditions on a date to be determined in consultation within a term of six (6) months after the date of the event, or to restitution of the paid Release Amount. The Principal shall in this case not be able to claim a compensation for damages from A&A Music or the Artist.

ARTICLE 11: COPY RIGHTS AND MUSIC COPY RIGHTS

Copy right and music copy right payments to, for instance but not limited to, organisations like Buma/Stemra, are for the account of the Principal and shall be paid by the Principal to the concerned entity.

ARTICLE 12: IMPOSSIBILITY TO EXECUTE THE AGREEMENT AND FORCE MAJEURE

1. If during the preparation and/or execution of the agreed activities it proves that these cannot be executed, either as a consequence of circumstances unknown to A&A Music and/or the Artist, or by which instance of Force Majeure as may be the case, then A&A Music and the Artist have the right to demand that the commission granted to them will be changed in such a way that the execution thereof becomes possible, unless such might be never possible because of the unknown circumstances or Force Majeure. A&A Music and the

Artist are then entitled to full compensation for the activities already executed by them.

2. In case compliance with the obligations of A&A Music and/or the Artist on the basis of the Agreement concluded with the Principal is not possible, and such is due to a non-imputable non-compliance on the side of A&A Music, or on the side of the Artist or of other third party employed for the execution of the Agreement by A&A Music, or if another heavy weighing reason occurs on the side of A&A Music, then A&A Music is authorized to dissolve the Agreement concluded between the Parties or to suspend the compliance with its obligations towards the Principal during a term at its discretion, without being liable to pay any compensation for damages. If the above situation emerges when the Agreement has been executed in part, then the Principal is required to comply with his obligations towards A&A Music up to that moment.

3. As circumstances in which there will be an instance of non-imputable non-compliance shall among others be regarded:

- War, revolution, mobilisation, domestic and foreign riots, government measures, strike and exclusion by the work force or a threat of these and such circumstances;
- Illness of the Artist; at the request and for the account of the Principal, a declaration by an independent doctor can be made, if the request is made within 24 hours after the notification of the illness to the Principal;
- Distortion of the currency rates existing at the time of the conclusion of the agreement;
- Disruption in the enterprise in the case of fire, accident or other occurrences;
- Occurrences of nature;
- Government measures that impede the Artist in executing his Performance, or make the Performance disproportionately cumbersome;

The one and the other whether the non-compliance or non timely compliance takes place at A&A Music, the Artist or other third parties that have been employed by it for the execution of the Agreement.

4. In case the Principal should in any way remain in default towards A&A Music and/or the Artist to promptly comply with their obligations, in case of ceasing payment, filing for a (provisional) suspension payment, bankruptcy, so-called executorial seizure, a release of assets or liquidation of the enterprise of the Principal, then all that is due to A&A Music under any agreement, shall become immediately and fully payable.

ARTICLE 13: PRICES

1. All prices stated by A&A Music are exclusive of VAT/BTW and possible other levies by the government unless stated explicitly differently.
2. A. If between the dates of the conclusion of the Agreement and the execution of the Agreement a change is introduced by the government and/or unions of employers and employees into wages, employment conditions, social insurance and so forth, then A&A Music is entitled to charge on the increases to the Principal.
Should between the aforementioned dates a new price list be issued by A&A Music and become operational, then A&A Music is entitled to charge the prices set forth therein to the Principal.
- B. In case the Principal is a natural person who does not trade in the execution of a profession or an enterprise, it shall apply that price increases that commence three months or more after the conclusion of the Agreement in the aforementioned sense, may be charged (on). In case of price increases, as stated before in this article within a period shorter than three months, the Principal is authorized to dissolve the Agreement.

ARTICLE 14: PAYMENT

1. Payment is required to take place no later than four (4) weeks before the agreed date of the Performance or if in the Agreement a specific date of payment has been included, no later than on that date of payment, unless it has been agreed differently in writing.
2. Extra work needs to be paid within the payment term stated on the concerned invoice (for extra work).

3. If an (advance) payment has not been made timely and/or not completely in accordance with the stipulations set forth in section 1 or after the expiration of the payment term as referred to in section 2, then:
 - A. the Principal shall be charged from that moment on a credit limitation surcharge of 2%, without a further notice of default being required hereto;
 - B. the Principal shall be liable to pay to A&A Music an interest for delay in the order of 2% per month to be calculated cumulatively over the principal amount. Parts of a month shall in this respect be regarded as entire months;
 - C. the Principal shall, after having been summoned thereto by A&A Music, be liable to pay out-of-court costs with a minimum of 15% of the sum of the principal and the interest for delay with an absolute minimum of € 300.00.
4. At the discretion of A&A Music, in the aforementioned circumstances or circumstances resembling these, the Agreement can be dissolved in its entirety or in part, without further notification of default or an intervention of the courts, whether or not in combination with a claim for compensation for damages.
5. If the Principal has not timely complied with his payment obligations, then A&A Music is authorized to suspend the compliance with the obligations assumed towards the Principal to deliver or to the execution of activities until the payment has taken place or until sufficient surety has been put in place. The same applies already before the occurrence of a default, if A&A Music has the reasonable suspicion that there are grounds to doubt the credit worthiness of the Principal.
6. Payment made by the Principal shall firstly serve to settle all due interests and costs and subsequently to settle the due claim or the invoice that has been outstanding the longest time, even when the Principal states that the payment relates to a later invoice.
7. A. If the Principal, on whatever ground, has one or more counter claims towards A&A Music and/or the Artist has, or shall obtain such, then the Principal waives his right to set-off with regard to these claims. This waiver of the right to set-off also applies when the Principal files for a (preliminary) suspension of payment or has been declared bankrupt.

ARTICLE 15: COMPLAINTS

1. Complaints with regard to the (nature of the) execution of the Agreement can be made by the Principal towards A&A Music in writing and with a motivation within 8 days after execution of the Agreement. A possible oral notification should be followed by an immediate confirmation in writing thereof.
2. If a complaint has not been made known within aforementioned term to A&A Music, then the Agreement is deemed to be executed properly.
3. Complaints do not suspend the payment obligation of the Principal.
4. A&A Music should be given the opportunity to examine the complaint.
5. In case of a justified complaint the damage shall be processed in accordance with article 16.

ARTICLE 16: LIABILITY

1. The Principal is liable for damage emerged, before, during or after the Performance, to sound and light installations and other equipment and/or possessions of the Artist that were present in the location and/or (dressing) room, caused by, but not limited to any act or omission of the Principal, his personnel, public present at the Performance or disruptions in the power supply, leakage etc.
2. The Principal is required to purchase an adequate insurance in the framework of the execution of the Agreement or the Performance.
3. A&A Music and Artist will perform their tasks as may be expected from an enterprise in their industry, but do not accept any liability for damage, including consequential damage, that is the consequence of their actions or omissions in the broadest sense of the word, except insofar it is due to their gross fault, gross negligence and/or wilful intent. A similar limitation shall apply with regard to Artists, employees or other third parties that A&A Music employs in the execution of its activities.

4. Notwithstanding the stipulations set forth in the other sections of this article, the liability of A&A Music – on whichever ground – is limited to the maximum of the agreed Release Amount. Complying with this stipulation shall be regarded as the only and complete compensation for damages.
5. Notwithstanding the stipulation in the previous section of this article A&A Music and the Artist are never liable to pay more than the insured amount, to the extent that the damage is covered by an insurance concluded by A&A Music.
6.
 - A. In all cases, the term within which A&A Music or the Artist can be addressed for compensation for damages, is limited to 6 months.
 - B. In case the Principal is a natural person who does not act in the execution of a profession or an enterprise, a maximum term of 1 year shall apply within which a claim for compensation of damages can be issued to A&A Music or the Artist.
7. The Principal will forfeit his rights towards A&A Music or the Artist and shall be liable for all damage and safeguards A&A Music of Artist against any claim by third parties regarding compensation for damages if and insofar:
 - A. the aforementioned damage has emerged because the Principal has provided incorrect and/or incomplete information to A&A Music and/or the Artist;
 - B. the aforementioned damage has emerged because the Principal has not acted in accordance with the instructions and/or advices given by A&A Music and/or the Artist;
- C. the aforementioned damage has emerged by errors or incorrect matters in data, materials, information carriers etc. that have been provided to or prescribed by or on behalf of the Principal to A&A Music or the Artist.

ARTICLE 17: BANKRUPTCY, INCAPACITY etc.

Notwithstanding the stipulations in the other articles of these GTC, the Agreement concluded between the Principal and A&A Music shall be dissolved without the requirement of an intervention of the courts or a notification of default, at the time on which the Principal is declared bankrupt, files for (preliminary) suspension of payment, in case of (executorial) seizure of his assets, is put under receivership or under guardianship or otherwise loses his capacity to dispose over his assets or is allowed to act with regards to his assets or parts thereof, unless the receiver in the bankruptcy or the guardian with regard to the (preliminary) suspension of payment recognizes the obligations deriving from the payment as being a debt of the estate.

ARTICLE 18: APPLICABLE LAW/ COMPETENT COURT

1. The laws of the Netherlands are exclusively applicable to the Agreement(s) concluded between A&A Music and the Principal. The disputes that derive from this/these Agreement(s) shall also be settled according to the laws of the Netherlands.
2. Possible disputes shall be decided by the competent court in Amsterdam, unless the court (section “kantonrechter”) is competent and be it that A&A Music has the authority to submit the case to the competent court in the location where the Principal is residing or has his (legal) seat.
3. In case the Principal is a natural person who is not acting in the execution of a profession or an enterprise, then it shall apply that within one (1) month after A&A Music has made it known that the case shall be submitted to the court, the Principal can make it known that he opts for settlement of the dispute by the competent court according to the law.