General Terms and Conditions Dirkse De Graaf b.v.

Article 1 - Definitions

1.1 Principal: the natural person or legal entity which has given DDG an assignment to advise on, organise or execute an event or other marketing communication project.

1.2 DDG: Dirkse De Graaf b.v., a private company with limited liability, which has undertaken towards the Principal to advise on, organise or execute an event or other marketing communication project or is willing to undertake said commitment(s).

1.3 Agreement: the agreement between the Principal and DDG to advise on, organise or execute an event or other marketing communication project.

1.4 Artist: every artist (in the broadest sense of the word) speaker or musician, alone or as a team, who has/have undertaken towards DDG to give a performance.

1.5 Production date: the (first) day on which, pursuant to the agreement, the event to be organised or executed by DDG shall take place.

1.6 Location/time: the location and time of execution of (part of) an event as agreed with the Principal.

Article 2 – Applicability of conditions

2.1 These General Terms and Conditions shall form part of any quotation and agreement with DDG.

2.2 Provisions to the contrary and any general (purchase) conditions of the Principal shall only apply if and insofar as they have expressly been accepted in writing by DDG.

Article 3 - Quotations

3.1 Quotations from DDG are considered to be an invitation to a potential Principal to make an irrevocable offer to conclude an agreement as described in the quotation.

3.2 DDG's quotations shall be valid for 14 days. After this period any options shall lapse and DDG reserves the right to use the capacity reserved for the execution of the quotation for other applications.

3.3 Any quotations given by DDG are without obligations and may, as long as an agreement has not been reached, at any time be altered or revoked by DDG, without DDG being liable to the Principal for any damages or compensation in any form whatsoever.

Article 4 - Assignments

4.1 Assignments shall in any event be considered to be accepted by DDG if the Principal has received a written confirmation of the assignment or if DDG has sent a written confirmation of the assignment.

4.2 In the event that a written confirmation of the assignment has not been made, the agreement is deemed to have been concluded if DDG has already begun the execution of the assignment insofar as this commencement of the execution arises from agreements or statements, from or on behalf of the Principal, in which DDG within reason could and might put its trust.

4.3 If as a consequence of an alteration of the agreement the delivery period is exceeded, this period shall be extended for an indefinite period of time – unless otherwise agreed in writing. This excess shall be at the Principal's risk and expense. Any connected costs and losses shall be at the Principal's expense.

4.4 The Principal shall ensure that any information and/or reference materials within reason required by DDG for, in its opinion, the adequate execution of the assignment, shall come into possession of DDG in the required form and on time. The Principal shall also provide any other required co-operation regarding the execution of the assignment. DDG has the right to suspend the execution of an assignment until the time when the Principal has fulfilled all the said obligations. Any costs and losses incurred as a consequence of the suspension shall be at the Principal's expense.

Article 5 – Execution of the agreement

5.1 DDG shall be able to execute any agreement to the best of its ability and shall have the right to engage third parties with and for the execution of an agreement.

5.2 If at the request of the Principal, during the execution of an agreement, the original agreement is deviated from then the additional costs shall be at the Principal's expense.

5.3 DDG shall be notified by registered letter of complaints regarding the execution of the agreement, as soon as possible but no later than within eight days after the execution has been completed, under penalty of forfeiture of any claim whatsoever.

5.4 Minor deviations in the execution, also aesthetically, shall be no cause for complaints.

Article 6 – The responsibilities of the Principal

6.1 The Principal itself shall obtain the permission of third parties or permits required for the execution of the agreement.

6.2 The Principal itself is responsible for the acts or omissions of the visitors to an event organised or executed by DDG pursuant to the agreement.

6.3 Unless otherwise agreed the Principal shall at its own expense take sufficient measures to ensure the safety of the artists and visitors to an event.

6.4 The Principal shall also take such safety measures that damage to or loss or theft of goods, made available by DDG or on behalf of DDG, shall be prevented or the Principal shall take out adequate insurance to cover this risk. If agreements on the aforementioned measures have already been made DDG still has the right to make additional demands regarding the safety measures or insurance if changed circumstances (such as, for instance, increased popularity of an artist) require it.

6.5 If the Principal takes inadequate measures to guarantee safe execution of an event, DDG shall have the right to cancel the event, entirely or partially, without the Principal having any claim to damages or a reduction of the price agreed on with DDG.

6.6 In the case of damage to and/or loss of goods and/or damage or injury sustained by an artist or member of the group, engaged by DDG within the context of this event, or one of DDG's employees/consultants, arisen in relation to the event and caused by any acts or omissions by the Principal, its personnel or employees/consultants or members of the public, then the Principal shall reimburse DDG for the ensuing damage within 30 days after receipt of a request to that effect. The replacement value and/or (with minor damage) the cost of repair of the goods, medical care costs, lost income and non-economic damages (in accordance with the standards developed in Dutch case law) shall in any event be reimbursed.

Article 7 – Suspension / cancellation

7.1 DDG has the right to suspend execution of the agreement if it has reasonable grounds to assume that the Principal shall not (be able to) fully comply with its obligations under the agreement.

7.2 Any impediment, irrespective of the cause, on the part of the Principal, as a consequence of which the event cannot take place, entirely or partially, does not release the Principal from its obligations to pay the total amount stated in the confirmation of the assignment. The Principal shall not be able to invoke force majeure in such a case. The Principal at its own expense shall take out insurance to cover this risk.

Article 8. Invoices and payment

8.1 DDG has the right to require payment of one (or several) advance(s) on the agreed price, before and during the execution of the agreement. Payment of such an advance shall take place within fourteen days after the invoice date, failing which the

Principal shall be in default by operation of law.

8.2 DDG shall then have the right to dissolve the agreement under the Principal's obligation to fully indemnify DDG; the minimum amount of damages then being reimbursement of the cost completely substantiated by DDG and 75% of the fee agreed on for the complete execution of the agreement or of the fee reasonably to be expected. The Principal shall then, furthermore, indemnify DDG against any claims of third parties involved with the execution of the agreement.

8.3 DDG shall, as soon as possible but no later than eight days after the invoice date, be notified by registered letter of complaints regarding invoices.

8.4 The Principal does not have the right to suspend its payment obligation or to offset its payment obligation against any claims it may have against DDG.

8.5 Every payment made by the Principal shall initially be deducted from the cost, subsequently reduce the interest due and finally reduce the principal amount due to DDG.

8.6 If DDG's cost price is increased as a consequence of interim rate adjustments of the sales tax, social insurance contributions, wage withholding tax or other government levies or as a consequence of price changes from third parties, DDG shall have the right to pass these changes on to the Principal. In the event of foreign currency to be passed on, the current rate on DDG's invoice date shall be charged.

8.7 If the Principal is in default, an interest for overdue payment equalling the statutory interest rate plus two percentage points with a minimum of 1% per month shall apply.

Article 9 - Financing Partner sponsor ship fees

9.1 Principal is responsible for the total financing of the event. If Principal outsources the financial coordination of the event to DDG, Principal still stays owner and principal of this event.

9.2 If non-Principal sponsorships are part of funding of an event, Principal will still be responsible for the total financing of the event.

9.3 Principal is responsible for the acquisition of the "Partner sponsorship fees". Principal guarantees the payments of these "Partner sponsorship fees" by Partners to DDG.

9.4 DDG will invoice these "Partner sponsor ship fees" on behalf of Principal and will make reasonable efforts to collect payments. All invoices of "Partner sponsorship fees" have to be paid for by all Partners to DDG within 1 month from the event date.

9.5 After this time of 1 month has lapsed Principal will pay, on request by DDG, the sponsorship fees which haven't been paid by Partners to DDG. If a Partner pays their overdue sponsorship fees after Principal has settled this fee with DDG, DDG will refund Principal for the applicable amount.

Article 10 – The Principal's failure to perform

10.1 If the Principal attributably fails to fulfil any of its obligations under the agreement, then on account of the delay caused by this failure it shall forfeit to DDG a penalty, immediately due and payable, equal to twice the price for the execution of the agreement, without prejudice to DDG's right to additionally require complete damages.

10.2 Any extrajudicial costs incurred by DDG within the context of a failure to perform attributable to the Principal shall be reimbursed by the Principal to DDG. The extrajudicial costs are deemed to amount to at least 15% of the amount the Principal shall pay DDG.

Article 11 - Liability

11.1 DDG shall not be liable for any damage on the part of the Principal. For direct damage sustained by the Principal, directly resulting from DDG's failure to perform provisions of the agreement or DDG's failure to perform on time or properly, DDG shall only be liable in case of an intentional act or omission or gross negligence on the part of DDG. DDG shall not be liable for indirect or consequential damage, such as the loss of profits.

11.2 If DDG is liable, liability shall be limited to a maximum of the total amount agreed on for the complete execution of the event or the, within reason, expected fee for DDG, all insofar as the amounts have actually been paid by the Principal.

11.3 DDG shall be notified of every claim for damages from the Principal, within eight days after the date on which the Principal became aware of both the damage and DDG's liability or within reason could have been aware of these facts. Legal action for damages instituted by the Principal shall in any event be precluded by the lapse of six months after the event causing the damage.

11.4 The Principal is liable towards DDG for any damage incurred by DDG as a consequence of the Principal's failure to fulfil its obligations as referred to in article 6. This applies in particular to loss, embezzlement or theft by third parties of goods put at the disposal of the Principal by DDG or third parties acting upon instructions from DDG or goods which are, for instance, deposited with the Principal in relation to an event at the location.

Article 12 - Force majeure

12.1 Failure to perform resulting from force majeure shall not be attributed to the party failing to perform its obligations if this failure is not attributable to its fault, nor shall be for its expense under the law, a legal act or according to generally accepted standards, as for instance pursuant to article 7.2.

12.2 Insofar as DDG for the execution of the agreement (also) depends on third parties, whether or not engaged for DDG, failure to perform as a result of acts or omissions from these third parties shall not be attributed to DDG. Such acts or omissions shall also include an artist who does not appear because of illness.

12.3 DDG has the right to provide a proper substitute performance if the agreement as a consequence of unforeseen circumstances, entirely or partially, cannot be executed as agreed, without creating a right for the Principal to a reduction of the agreed price or dissolution of the agreement. DDG shall – as soon as possible – inform the Principal of such circumstances.

12.4 The Principal shall pay DDG for the work already done a reasonable fee to be determined by mutual agreement if execution of the agreement is permanently impossible due to force majeure on the part of DDG.

12.5 Except in case of serious misconduct or gross negligence on the part of DDG or a person for which DDG is liable, DDG shall not be liable for the consequences in the event that any employee/consultant of or (a member of) any group(s) / artist(s) is/are late or does / do not arrive.

12.6 If a radio or television appearance or a show abroad of the artist(s) or (one of) the group in all fairness cannot be combined with the agreed event, DDG shall have the right to dissolve (the relevant part of) the confirmation of the assignment by means of a notice to the Principal, stating the wish, without any party deriving any right to damages. In such a case DDG, in consultation with the Principal, shall try to arrange another date for the show of the artist(s) / group(s) of artists concerned, if possible, or shall try to engage a replacement artist or artists / group(s) of artists. If no replacement artist(s) / group(s) of artists is/are engaged then the fee for the relevant artist(s) shall be deducted from the agreed total amount.

Article 13 – Intellectual property rights

13.1 The Principal shall refrain from executing ideas or proposals from DDG (or having the ideas and proposals executed) in relation to an event outside DDG or to repeat the execution of an event.

13.2 Without DDG's written permission no sound and video recording

shall be made of artists performing in the context of an event.

13.3 Without DDG's written permission no sound recording media, posters, photographs or other articles using the name or likeness of an artist performing in the context of an event shall be sold before, during or after the show.

13.4 Any rights (in particular copyright and neighbouring rights) regarding any programme designed by DDG for the agreed event shall be exclusively owned by DDG, unless expressly agreed otherwise. Any such programme or part thereof or an altered version thereof may only be reproduced and/or circulated with prior permission from DDG.

Article 14 – Privacy notice

14.1 According to The EU General Data Protection Regulation (GDPR/AVG) DDG uses the personal data of any party to this agreement only for the purpose of this agreement and with permission of the party the data belong to.

14.2 DDG will only share the data with third parties with permission of the party the data belong to.

14.3 The data will be used and saved by DDG no longer than necessary for the duration of the agreement or upon statutory obligation.

Article 15 - Disputes

15.1 DDG elects domicile at the address stated in the confirmation of the assignment for the execution of this confirmation and any legal claims arising therefrom.

15.2 This agreement is governed by Netherlands law. Any dispute shall come within the exclusive jurisdiction of the competent Court in Utrecht.

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