

## GENERAL CONDITIONS THE GOOD GUYZ

These are the general conditions of the limited company The Good Guyz B.V., established and with office in (1165 MK) Halfweg at the Haarlemmerstraatweg 73C. These General Conditions are also filed at the Chamber of Commerce in Amsterdam on 25 February 2013.

### Article 1 Definitions

- 1.1 *Offer*: any offer or quotation from The Good Guyz to the Client regarding the provision of services.
- 1.2 *General Conditions*: these general conditions from The Good Guyz that apply on the (legal) relation between the Client and The Good Guyz.
- 1.3 *Cancellation*: The written notification of the Client to The Good Guyz that the Client will not use one or more agreed services, either completely or partially, or the written notification of The Good Guyz to the Client that one or more agreed services will not be provided, either completely or partially.
- 1.4 *The Good Guyz*: the limited company The Good Guyz established and with office in (1017 DA) Amsterdam at the Amstelstraat 16. The Good Guyz's business operations include, but are not limited to, organising (musical) events and offering the associated work activities and services.
- 1.5 *Event*: an event, including, but not limited to, a (musical) performance and/or other manifestation, a concert, dance event, business event and/or a public or private event, to which one or more people participate, organised by the Client and for which The Good Guyz performs the work activities.
- 1.6 *Client*: a company that organises an Event and has concluded an agreement thereto with The Good Guyz.
- 1.7 *Contract value*: the total fee for the costs made and the work activities performed by The Good Guyz, exclusive VAT, regarding the Agreement concluded with the Client, which fee is based on the estimate presented to the Client by The Good Guyz and can be increased as a result of adjusted circumstances and/or additional work.
- 1.8 *Agreement*: the agreement concluded between the Client and The Good Guyz in the context of the organisation of an Event.

### Article 2 Applicability

- 2.1 These General Condition apply on all Agreements whereby a Client gives The Good Guyz the assignment to perform (have performed) work activities related to an Event, regardless the way an Offer is made and the way the Agreement is concluded. By accepting an Offer and concluding an Agreement with The Good Guyz, the Client declares to agree with these General Conditions.
- 2.2 If the Client also uses his own general conditions, these general conditions do not bind The Good Guyz, unless The Good Guyz has explicitly accepted these in writing.
- 2.3 If The Good Guyz explicitly deviates from these General Conditions for the purpose of an Agreement, this deviation only relates to this specifically Agreement concluded between the parties and not also on possible future agreement between The Good Guyz and the Client.
- 2.4 The Good Guyz has the right to completely or partially adjust these General Conditions at all times. The adjusted General Conditions then also apply on the already concluded Agreements, except insofar it appears to be in contradiction to reasonableness and fairness. The Good Guyz will inform the Client on time about the adjustments in the General Conditions. If the Client believes that the adjustments are in contradiction to reasonableness and fairness, the Client must inform The Good Guyz of this within 10 working days after receipt of the notification, if the Client fails to do so, he declares to agree with the adjustments.
- 2.5 The invalidity of any provision in these General Conditions does not affect the validity of the other provisions of these General Conditions.

### **Article 3 Concluding agreements**

- 3.1 All Offers from The Good Guyz are without any obligations, unless explicitly agreed otherwise in writing. The Good Guyz is never obliged to conclude an Agreement with a Client.
- 3.2 An Agreement is only concluded after The Good Guyz has received a written acceptance of its Offer from the Client and The Good Guyz has confirmed this acceptance in writing, or if parties have explicitly agreed such after signing of an Agreement by the parties, which is drawn up in response to an Offer of The Good Guyz.
- 3.3 All Agreements are concluded under the suspensive condition that The Good Guyz has sufficient capacity. If The Good Guyz has insufficient capacity to perform the Agreement, The Good Guyz must inform the Client about this within 10 days after acceptance of the offer or the signing of the Agreement, in which case the Agreement must be considered as not concluded.
- 3.4 Apparent administrative and written errors in Offers and Agreements can always be recovered by The Good Guyz.

### **Article 4 Outsourcing, adjustments and additional work (additional costs)**

- 4.1 The Good Guyz will perform the Agreement to its best insight and ability. The Good Guyz has the right to completely or partially outsource the performance of its work activities to a third party. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 Civil Code is explicitly excluded.
- 4.2 If a period has been agreed for certain work activities to be performed by The Good Guyz, then this is never a deadline. With exceedance of such a period by The Good Guyz, the Client must therefore issue The Good Guyz with a notice of default, whereby The Good Guyz are offered a reasonable period to still perform the relevant work activities.
- 4.3 If The Good Guyz believes that this is necessary for the correct performance of the work activities of The Good Guyz related to the Event, The Good Guyz will have the right, by own insight, to adjust the agreed work activities or the complement them, which can have consequences for the originally agreed Contract value. The Good Guyz will inform the Client about these adjustments as soon as possible and will provide the Client with a price quotation of the associated costs in advance, as much as possible. The Client accepts the possibility of the adjustment of the Agreement, including the adjustment in price and period of the performance.
- 4.4 In case of adjustment or supplement of the work activities under the Agreement, The Good Guyz has the right to first perform these after the Client has agreed with the stipulated price for the performance and other conditions for the additional work, such as the period for the performance of the additional work. No agreement of the Client is required for adjustments or supplements of work activities under the Agreement, insofar this is an adjustment of less than or equal to 5% of the price per item stipulated in the estimate. Non-performance or no immediate performance of the adjusted work activities does not result in default of The Good Guyz and is no reason for the Client to terminate or cancel the Agreement.
- 4.5 If the Client, at any time prior to the Event, wishes to adjust the Agreement, for example related to – but not limited to – the starting and finishing time, the number of visitors or the surface area of the Event, a written request must be submitted to The Good Guyz for this. The adjustments will only become part of the Agreement after written agreement of The Good Guyz. The Good Guyz has the right, without being in default, to refuse such a request or to accept the request as additional work by own insight – and therefore against additional costs and a higher price.
- 4.6 The Good Guyz also has the right to stop the Event, in consultation with the Client, if events might take place whereby goods and/or people are put (will be put) in a threatening situation. If the Event is stopped in such a case, this has no financial consequences for The Good Guyz, without prejudice to article 10 of these General Conditions. This means among others, but not exclusively, that this has no consequences for the right of The Good Guyz on the agreed Assignment and that The Good Guyz is not liable for any damage of the Client or third parties.

## **Article 5 Obligations of the Client**

- 5.1 The Client is obliged towards The Good Guyz, to fully comply with all governmental obligations and instructions, which are related to any activity of the Client.
- 5.2 Unless agreed otherwise in writing, the Client is responsible for the possible payment of fees related to the intellectual property rights.
- 5.3 If permits are required for the performance of the Agreement, the Client is responsible for obtaining these permits, unless agreed otherwise in writing. The Client guarantees towards The Good Guyz to have all necessary permits that are required for the Event. The Client will, if requested, immediately give The Good Guyz insight in the meant permits and all (possible additional) permit conditions in this respect and/or provide a copy thereof to The Good Guyz.
- 5.4 The Client indemnifies The Good Guyz of all fines imposed by the government in relation to, and all damage caused by, the non-compliance or incorrect compliance of any legal regulation, any permit condition and/or any governmental requirement and/or any standard or guideline. The Client will always immediately give The Good Guyz full insight in any agreement made with the government or any authority in relation to the Event.
- 5.5 The Client will always immediately inform the participants, visitors and employees of the Event, about the work activities and authorities of The Good Guyz.
- 5.6 In relation to the Event, the Client will not give (has given) any assignment to a third party to perform (has performed) work activities which are equal or similar to those of The Good Guyz, or to allow (has allowed) these work activities, except with the prior written approval of The Good Guyz.
- 5.7 The Client will give The Good Guyz the full opportunity to correctly perform its work activities. The Client is obliged to immediately, completely and correctly provide all that is requested by The Good Guyz and all other data, information and documents that can be important for the preparation and performance of the Agreement and/or based on which The Good Guyz will make an Offer to the client and – in case subsequently an Agreement is concluded – will be implemented.
- 5.8 If the client does not comply or does not correctly comply with any obligations, as described above, and/or as the aforementioned data, information and documents do not appear to have been provided completely or correctly by the Client, the Client will be in default, without requiring any notice and The Good Guyz has the right – by own choice – to dissolve the agreement out of court with immediate effect and/or to immediately terminate its work activities, or to suspend its work activities, without prejudice to the obligation of the Client to pay the full agreed fee to The Good Guyz.

## **Article 6 Fees and prices**

- 6.1 All fees and prices stipulated by The Good Guyz are exclusive VAT and possible other charges that are or will be imposed by the government, for example but not limited to, the payment of fees relates to intellectual property rights. Unless agreed otherwise, the Client is responsible for the payment of such intellectual property rights.
- 6.2 Increased taxes and/or charges imposed by government on the performed services or delivered goods, which come into force after the Agreement is concluded, are for the account of the Client.
- 6.3 The Good Guyz has the right to increase its (stipulated) fees and prices in the period between the concluding of the Agreement and the date of the Event, if:
  - a. there is a reasonably unforeseeable adjustment in the circumstances, including for example:
    - government adjustment (of salaries, employer's charges, social security premiums);
    - adjustments in the general costs (materials and/or services that are required for the performance of the Agreement);
    - significant adjustments in the currency exchange rates;
  - b. the content of the Agreement changes by actions of the Client. Adjustments and/or additional work always require the prior written approval of The Good Guyz.
  - c. During the performance of the Agreement it appears that the original agreed or the

expected amount of work has been insufficiently estimated at the concluding of the Agreement, to such an extent, and such is not the fault of The Good Guyz, that it cannot reasonably be expected of The Good Guyz to perform the agreed Agreement against the originally agreed Contract value; and/or

d. the event takes places on national holidays.

6.4 Only adjustments or additional work activities under the Agreement that concern an adjustment of more than 5% of the fee and/or price per item stipulated in the estimate, require the approval of the Client.

## **Article 7 Payment**

7.1 After the Agreement has been concluded the Client must pay the total Contract value in the following instalments, unless explicitly agreed otherwise in writing:

a. 1<sup>st</sup> instalment: one (1) week after the Agreement has been concluded the Client receives an invoice for 25% of the total Contract value.

b. 2<sup>nd</sup> instalment: six (6) weeks before the start of the Event the Client receives an invoice for the next 50% of the total Contract value. 75% of the total Contract value has now been invoiced.

c. 3<sup>rd</sup> instalment: two (2) weeks before the start of the Event the Client receives an invoice for the final 25% of the total Contract value. 100% of the total Contract value has now been invoiced.

7.2 Insofar not agreed otherwise in writing, the payment term for the invoice is (maximum) seven (7) calendar days after date of invoice: this date is called the expiry date.

7.3 Non-discounted (unforeseen) costs in the Contract value, including costs for adjustments and/or additional work, as well as costs arising from circumstances as mentioned in article 6 of these General Conditions, will be invoiced to the Client within two (2) weeks after the end of the Event.

7.4 Due to the expiry of the applicable payment term, the Client will legally be in default and The Good Guyz has the right to charge the legal interest over the outstanding amount as from the expiry date, whereby a part of a month qualifies as one full month. In that case The Good Guyz has the right, without any further notice of default, to suspend the performance of the Agreement or to immediately discontinue and/or to keep the Agreement discontinued or to dissolve this, without prejudice to the right of The Good Guyz for compensation of the made costs and the actual suffered and full damage by the Client.

7.5 If the Client is in default or fails to comply with his obligations (on time) all reasonable costs for receiving payment out of court are for the account of the Client. The Good Guyz has the right to transfer the claim, in which case the Client will also have to pay the (extrajudicial) collection costs on top of the owed total amount, this without prejudice the right of The Good Guyz to claim the actual suffered damage and made costs.

7.6 In case there is more than one Client party with the Agreement, each of the Clients are jointly and severally liable toward The Good Guyz for the payment of the full amount of the invoices issued by The Good Guyz.

## **Article 8 Cancellation**

8.1 The Client is not authorised to cancel an Agreement, unless at the same time he irrevocably offers in writing to pay the amounts mentioned below. Each Cancellation is considered to include such an offer. Such an offer is considered to be accepted when The Good Guyz does not reject the offer within two (2) weeks.

8.2 Cancellation must be done in writing and must be dated. The Client cannot derive any rights from a verbal cancellation.

8.3 In all case where the service, to be performed by The Good Guyz based on the Agreement, is not used, without a written Cancellation, the Client is obliged to pay the full Contract value.

8.4 Amounts that are already owed to third parties by The Good Guyz in the context of the relevant Agreement at the time of the Cancellation, must always be fully paid to The Good Guyz by the Client, unless The Good Guyz has acted unreasonable by committing itself to the relevant obligations with these third parties.

8.5 For a Cancellation of an Agreement it applies that the Client with the Cancellation of an Agreement:

- a. **more than 6 months** prior to the agreed starting date of the Event, owes to The Good Guyz an amount of € 1,000.- for the already made administration costs;
- b. **between 3 and 6 months** prior to the agreed starting date of the Event, owes to The Good Guyz an amount of € 2,500.- for the already made administration costs;
- c. **between 2 and 3 months** prior to the agreed starting date of the Event, owes to The Good Guyz 40% of the Contract value with a minimum of € 10,000.-;
- d. **between 1 and 2 months** prior to the agreed starting date of the Event, owes to The Good Guyz 60% of the Contract value with a minimum of € 15,000.-;
- e. **between 14 and 30 days** prior to the agreed starting date of the Event, owes to The Good Guyz 75% of the Contract value with a minimum of € 20,000.-;
- f. **less than 14 days** prior to the agreed starting date of the Event, owes to The Good Guyz 100% of the Contract value.

without prejudice to the right of The Good Guyz on full damage compensation.

8.6 The Good Guyz has the right, in case of Cancellation, to settle the amounts owed by the Client with the payments received from the Client as mentioned in article 7 of these General Conditions.

#### **Article 9 Dissolution and termination**

9.1 The Good Guyz has the right, without any further notice of default, to completely or partially dissolve or terminate the Agreement (out of court), without being obliged to any compensation and without prejudice to the other rights of The Good Guyz:

- a. in case of force majeure on the side of The Good Guyz, as meant in article 13 (force majeure) of these General Conditions;
- b. if the Client has not complied with any obligation arising from these General Conditions;
- c. if the Client in any way has not (fully) complied with any obligation that he has towards The Good Guyz.

9.2 Without prejudice to the rights arising from the law, any party has the right to immediately dissolve or terminate this Agreement out of court by way of a written notice to the other party, without being obliged to any compensation to the other party(parties), if the other party has requested its bankruptcy, has been declared bankrupt, has requested receivership and/or is in receivership or proceeds to liquidation.

#### **Article 10 Liability**

10.1 The Client must immediately, but at least as soon as possible, inform the responsible employee of The Good Guyz about possible comments and remarks related to the performance of the work activities of The Good Guyz, in the context of the Event, once these have been detected. If the Client does not verbally report a complaint about the performance by The Good Guyz immediately after this has been detected and subsequently confirms this in writing within seven (7) days, The Good Guyz is considered to have complied with its obligations.

10.2 Possible adjustments and/or remarks of The Good Guyz during the Event must be followed respectively respected by the Client.

10.3 Client is liable for all damages that has occurred or will occur for The Good Guyz and/or any third party as a result of any accountable or non-accountable failure in the compliance of the

Agreement by the Client and/or any actions or negligence in connection with the work activities or performance thereof that are part of the responsibility of the Client, at least including but not limited to actions or negligence by another supplier of the Client and/or visitor of the Event.

- 10.4 The Good Guyz is not liable for any damage, direct or indirect, suffered by or in connection with the performance of the Agreement or as a result of any failure of The Good Guyz in the compliance of its obligations from the Agreement, unless this damage is caused by intent or gross negligence of The Good Guyz.
- 10.5 If and insofar The Good Guyz might be liable towards the Client, without prejudice to the aforementioned, for any damage suffered by the Client, based on whatever ground, then this liability is always limited to the invoice value of the performance that caused the damage and, insofar the invoice value of the performance might be higher, this liability is always limited to the amount that The Good Guyz would receive based on the legal liability insurance of The Good Guyz.
- 10.6 The provisions in this article also applies in favour of the (legal) persons that are deployed by The Good Guyz in the performance of the Agreement.
- 10.7 The Client indemnifies The Good Guyz for all possible claims of third parties, including but not limited to visitors or suppliers of the Event, to damage compensation in connection with the services to be performed by The Good Guyz, insofar this damage is not for the account of The Good Guyz under the Agreement, including these General Conditions. If for this reason The Good Guyz is held liable by third parties, then the Client is obliged to assist The Good Guyz in and out of court and immediately do all that may be expected of him in that case. If the Client fails to take adequate measures then The Good Guyz has the right, without notice of default, to proceed to take these measures itself. All costs and damage for The Good Guyz that occur through this, are integrally for the account and risk of the Client.

#### **Article 11 Confidentiality**

During the term of the Agreement, as well as after termination of the Agreement for whatever reason, the parties are obliged to absolute confidentiality towards third parties, with respect to all agreements, prices and/or rates (of services), business data, documents, knowhow and all other confidential information which it has received from the other party in the context of the Agreement.

#### **Article 12 Retention of property and intellectual property**

- 12.1 The Good Guyz retains the property of the possible goods it has delivered or will deliver, till all that is owed to The Good Guyz by the Client, for whatever reason, is paid by the Client. The property of possible goods made available to the Client, whether or not in the context of the usage rights granted to him, will always remain with The Good Guyz
- 12.2 Unless explicitly agreed otherwise in writing, the full copyright and all other rights of intellectual and industrial property in respect to the creations made by The Good Guyz or by order of The Good Guyz (including offers, quotations, site drawings, reports, proposals, formats, concepts, designs, drafts, promotion materials as well as data provided to the Client such as software and the website(s) of The Good Guyz), such as (registered and unregistered) brand rights, related rights, model rights, patents, sui generis database rights etc. rest exclusive with The Good Guyz or its licensors. Therefore, the Agreement does not permit, in any way, the transfer of any intellectual and/or industrial property right of The Good Guyz. The Client does not have the right, except with the prior explicit written approval of The Good Guyz, to copy and/or disclose the works of The Good Guyz, in any current or future ways and in any current or future (including digital) shapes
- 12.3 Insofar the intellectual and industrial property rights related to the aforementioned creations made by The Good Guyz or by order of The Good Guyz initially might not belong to The Good Guyz, these will hereby still be transferred to The Good Guyz by the Client, unconditionally and without any limitations, and this transfer will hereby be accepted by The Good Guyz. If the transfer of any rights regarding the creations would not be complete and/or legally valid according to The Good Guyz or

third parties, the Client will, at the first request of The Good Guyz, still achieve this transfer via a separate deed. Till that time the Client hereby grants The Good Guyz the irrevocable authority to exercise the authorities in and out of court that arise from its exploitation rights by that have not been legally transferred.

- 12.4 In case of violation of the provisions mentioned in this article above, the client, without requiring any notice of default, owes for any violation per case or per day an amount of € 10,000.- to The Good Guyz, without prejudice to any other right to which The Good Guyz is entitled.

### **Article 13 Force majeure**

13.1 In case of force majeure The Good Guyz will be dismissed of its obligation to comply with the Agreement, as long as the relevant prevention continues to exist. Force majeure included: any circumstance beyond the control of The Good Guyz, that completely or partially prevents the compliance of the obligations of The Good Guyz towards the Client or for which compliance of the obligations cannot reasonably be expected of The Good Guyz.

13.2 The circumstances that are definitely are not for the account and risk of The Good Guyz, are:

- a. Actions or failures, except intent or gross negligence, of persons that were deployed by The Good Guyz for the performance of the agreement;
- b. Inadequate goods that were used by The Good Guyz with the performance of the Agreement;
- c. Strikes, work exclusion, illness, import, export or transit ban, transport problems, machine failure, traffic disturbances, energy malfunctions, delivery problems, adjusted legislation, governmental measures, non-compliance of the obligations by suppliers (including energy companies and suppliers of computer and telephone equipment), disruptions in the production, extreme weather conditions, frost, natural disasters and war and/or war threat.

## **SPECIAL PART**

### **Article 14 Performances**

If and insofar The Good Guyz, under the Agreement, is responsible for the performances of artists, the Client guarantees, unless other written agreement have been made for this, without any further costs for The Good Guyz:

- a. the availability of (with a so-called unique key) lockable dressing accommodations for the performing artists;
- b. the availability of sufficient consumptions (food and drink) for the performing artists and employees of or on behalf of The Good Guyz;
- c. the availability of sufficient staff of a private security organisation, insofar that is necessary by the judgement of The Good Guyz;
- d. that no sound and/or image recordings will be made without the prior written approval of The Good Guyz.;
- e. that no products that are related to the performing artists are distributed or sold to mark the event at the location where the performance takes place and the direct vicinity thereof, without the prior written approval of The Good Guyz.;
- f. that all publicity material regarding the Event, insofar any performing artists is mentioned or pictured in this, will be submitted beforehand to The Good Guyz for approval; and
- g. that the Client will follow the instructions of The Good Guyz in connection with the performances and the aforementioned.

## **Article 15 Use of musical works and recording**

- 15.1 If musical works, audio-visual works or other works protected by copyright and/or related rights are copied and/or disclosed or music recordings and performances are copied and/or disclosed to mark the Event, whether or not in the context of the performance by The Good Guyz of its work activities under the Agreement, it is the responsibility of the Client, as described in these General Conditions, to obtain the approval for this from the proprietors and/or to conclude a contract with collective right organisations such as BUMA/STEMRA and Sena in the respect and/or pay the fees that are requested by them.
- 15.2 The Client indemnifies The Good Guyz, in respect of the use of the works mentioned in the previous paragraph, for all claims of proprietors, collective right organisations and/or other third parties related to obtaining approval and/or paying fees.

## **Article 16 Catering**

- 16.1 If The Good Guyz, in the context of the performance of the Agreement, is responsible for the catering (providing food and/or drinks), the number of people specified beforehand to The Good Guyz by the Client, for whom this applies, will be binding. If it appears that The Good Guyz or the catering company deployed by The Good Guyz must provide for more people than specified by the Client, The Good Guyz has the right to:
- a. refuse the provision to more people than agreed; or
  - b. the accept the provision to people as additional work.
- 16.2 The number of present people counted by The Good Guyz or the catering company deployed by The Good Guyz, without prejudice to the number of people specified beforehand, is binding as basis for the calculation of the additional work.

## **Article 17 Transport**

If The Good Guyz, in the context of the performance of the Agreement, is responsible for the transport of people and/or the transport of goods and The Good Guyz must deploy third parties for this, including but not limited to an airline company or transport company, the general conditions used by these third parties will also apply on the Agreement. The Client hereby accepts the applicability of the meant general conditions, of which a copy will be made available by The Good Guyz at the request of the Client.

## **Article 18 Applicable law and authorised court**

- 18.1 The Agreement concluded between the parties or further agreements for the performance thereof are exclusively subject to Dutch law.
- 18.2 All disputes between parties, of whatever nature, that occur as a result of or in relation to the Agreement or further agreements for the performance thereof, will initially be submitted to the authorised court in Amsterdam.

As drawn up in Amsterdam, 25 February 2013