

GENERAL TERMS AND CONDITIONS

Definition:

GLOBALTWIST MUSIC BV	bookings agency and owner of these terms and conditions. Hereafter to be called GTM.
Commissioning party	the (legal) person that will book one or more GLOBALTWIST MUSIC artists
Artist	the one delivering a performance
Performance	artistic achievement of an artist
Fee	agreed amount that the commissioning party owes GTM

1. Obligations of GTM

- 1.1 GTM will see to a performance of the artist at the location agreed with the commissioning party, to with (Name, address, country of where the venue is situated).
- 1.2 The performance will take place at the time stated in the contract.

2. Obligations of the commissioning party

- 2.1 The commissioning party will see to payment of the fee to GTM **(excl. hotel and flights which have to be paid by commissioning party)**.
- 2.2 Said amount includes booking fee GTM, Dutch VAT, other Dutch taxes, any Dutch social insurance contributions and industrial insurance board contributions due. Costs in connection with levies of BUMA/ STEMRA in relation to the performance and all foreign taxes and contributions will be to the account of the commissioning party.
- 2.3 Unless agreed otherwise in writing after signing this contract, payment will take place through payment into the account of Globaltwist Music B.V
- 2.4 Unless agreed otherwise in writing after signing this contract aforementioned payment will have to be received by GTM not after 2 weeks before the agreed date of performance, in the absence of which the commissioning party will be in default without any further notice and GTM will be entitled to cancel the performance on behalf of the artist without prejudice to any and all further rights of GTM or the artist to damages.
- 2.5 In order to be allowed to acts as withholding agent for the artist GTM declares to be in possession of all required permits/ statements and to comply with all pertaining requirements. GTM declares to pay all contributions and taxes in time owed by virtue of this contract to the authorities at issue. GTM will fully indemnify the commissioning party in the matter of any claim of the authorities referred to above in the matter of any contributions and taxes owed in connection with this contract.

3. Non-observance

- 3.1 If there is a question of an attributable shortcoming of the commissioning party in the matter of payment of the fee or in the proper observance of any other obligations resulting from this contract for the commissioning party, and also upon bankruptcy or suspension of payment of the commissioning party or attachment of this properties, this contract will be dissolved automatically, without any notice of default or judicial intervention being required. If and as soon as GTM has notified the commissioning party verbally or in writing that they wish to effect this dissolution, and also when GTM desires the observance instead of the dissolution of this contract the commissioning party will be obliged to pay damages. The commissioning party will be in default by the mere expiry of the agreed period of time or by the mere fact of violation, non-observance or improper observance.
- 3.2 In the event of such a non-performance resulting from any obligation provided for by this contract GTM will be allowed to charge the commissioning party with extrajudicial debt/collection cost, which debt/collections costs will amount to at least 15% of the principal sum owed, and also in the event of a legal action all the cost of the legal action incurred by

GTM in relation thereto, also if they an order to pay costs in accordance with the rates common thereto.

3.3 As from any claim of GTM becoming due and payable the legal interest will also be owed.

4. Promotion

4.1 The commissioning party will undertake to promote the performance of the artist in an adequate way, inter alia by manufacturing and sending announcements, posters advertisements, etc. The costs of this will be to the account of the commissioning party.

4.2 Any materials made available to the commissioning party by GTM or the artist, including the use of the name, the images of the artist and other intellectual property rights, in connection with the promotion for the performance will remain property of GTM and/ or the artist and will only be used by the commissioning party as much as required to properly promote the performance. Commercial exploitation (merchandising) and dissemination among third parties is prohibited and as in the opinion of GTM or the artist this can not negatively affect their good names or other intellectual property rights. The commissioning party will do all necessary action to stop the promotion of the performance at GTM's first request without any prejudice to the rights of GTM or the artist to damages for violation of the provisions above or any other unlawful activity.

5. Equipment

5.1 Unless agreed differently in writing the commissioning party will see to the presence of reliable equipment such as specified in the appendix to this contract, which is an integrated part of this contract.

5.2 After the conclusion of this contract GTM will be entitled to pass on to the commissioning party any reasonable alterations about the equipment present.

5.3 The commissioning party will check the equipment for defects and check the proper functioning of the equipment before the start of the performance either in presence of the artist or GTM. The commissioning party will indemnify GTM and the artist for any liability resulting from damage to the equipment, arisen before, during or after the performance of the artist, except for an international act or missing or gross recklessness of the artist or GTM.

5.4 GTM or the artist will be free to cancel or shorten the performance, when in their opinion the requirements made in respect of the equipment or their proper functioning have not been or are no longer being complied with at the time of the inspection or the performance.

6. Intellectual property

6.1 Neither the commissioning party nor any third parties will be allowed to record, broadcast or otherwise disseminate or register the performance through any media whatsoever, subject to the explicit prior permission in writing of GTM on behalf of the artist. All intellectual property rights, among which copyright and neighbouring rights, resulting from the agreed performance will entirely and exclusively be vested in the artist.

6.2 The commissioning party will take conclusive measures to prevent the recording, dissemination or registration of the performance by third parties can take place as referred to above.

6.3 The commissioning party will be liable for all damage suffered by the artist as a result of violation of the above provision of 6.1 and 6.2.

6.4 GTM or the artist will be free to discontinue or shorten the performance if any activities are being carried out contrary to the provision of 6.1 and 6.2.

7. Calamities and security

7.1 The commissioning party will indemnify GTM and the artist and also any

assistants or employees deployed by or on behalf of GTM or the artist, except for intentional act or omissions or gross recklessness of GTM or the artist and said persons, for any damage of whatever nature as a result of fire or other calamities, among which disturbances include, on or near the site of the abovementioned location before, during as well after the performance.

7.2 The commissioning party will be obliged to sufficiently insure their selves regarding these calamities and to provide a copy of the police at issue at GTM's first request.

7.3 The commissioning party will make every effort to secure the artist and his possessions optimally during the stay of the artist. One thing and another means that the commissioning party will see for an adequate security as from the moment of arrival to the moment of departure.

7.4 The commissioning party declares to be in possession of all necessary permits which are required to have the performance take place at the agreed location and declares to observe all other rules and regulations which apply in relation to the location. If the performance cannot or cannot take place properly due to the lack of a required permit or violation of any regulation as referred to in the previous sentence, or GTM, the artist or person deployed on behalf of them suffer any damage otherwise, the commissioning party will be obliged to compensate the resulting damage.

8. Cancellation

8.1 In the event the performance cannot take place due to illness, force major or another cause beyond the control of GTM or the artist, GTM will be entitled to cancel or reschedule the performance on behalf of the artist and free of charge.

8.2 GTM will retain the right to cancel or reschedule the performance of the artist in order to give priority to a television performance of the artist or a performance abroad.

8.3 In case of cancellation 21 days prior to the performance, commissioning party will have to pay 50% of the given fee.

8.4 In case of cancellation between 21 – 15 days prior to the performance, commissioning party will have to pay 75% of the given fee.

8.4 In case of cancellation 14 days prior to the performance, commissioning party will have to pay 100% of the given fee.

9. Limitation of liability

9.1 As far as GTM can be held liable by virtue of this contract, it applies that this liability will be limited to a maximum not exceeding the fee as determined in article 2 under 1.

10. Jurisdiction

10.1 The official Dutch law code will apply to this contract.

10.2 Any disagreements between parties will be submitted to the appropriate Court in the district of Veenendaal, The Netherlands.

11. Amendments, nullification

11.1 Amendments to this contract can only be made in writing and will then explicitly form an integrated part of this contract.

11.2 Nullification of any provision of this agreement will not affect the validity of the other provisions.

GLOBALTWIST MUSIC B.V.

Bobinestraat 7-10
3903 KE Veenendaal
The Netherlands
Tel: +31(0)318 502469
Fax: +31(0)318 502481
info@globaltwistmusic.com
www.globaltwistmusic.com