

GENERAL TERMS AND CONDITIONS

1. In the event of a performance not being possible due to illness of one of the artists, an order from authorities or other unforeseen circumstances of force majeure, the contracting parties are obliged to consider the agreement null and void.

2. Contracting Party 1 is obliged to notify Contracting Party 2 immediately in the event of illness of one of the artists and/or other unforeseen circumstances of any nature whatsoever resulting in the performance being cancelled or unable to commence at agreed upon date/time.

3. Contracting Party 2 has the right to engage a company insurance appointed doctor to carry out health checks on the artist in the event of a performance being cancelled due to accident or illness of one of the artists. In the event of the health check indicating that an unlawful appeal has been made by Contracting Party 1, said party loses its right to appeal on the grounds of force majeure.

4. In the event of force majeure preventing Contracting Party 1 from being able to facilitate the performance at the agreed upon time/date, Contracting Party 2 retains the right to extend the duration of the contract for a period of 6 months from the original date, within which time the performance can be re-scheduled under identical contractual terms and conditions.

5. In the event of Contracting Party 1 providing documents confirming a radio or TV performance or foreign tour, Contracting Party 1 retains the right to postpone this contract until a later date in consultation with Contracting Party 2. Notification of postponement must take place by registered

mail a minimum of 20 days before the originally agreed upon performance date. In the event of postponement, the agreed upon re-scheduled performance shall take place within 6 months under contractual terms and conditions identical to those in this contract.

6. Subject to the exception of force majeure, failure by either party to honour this contract shall result in the party in default being obliged to pay compensation for damages to the disadvantaged party. Such compensation shall be equal to the amount of at least 100% of the agreed upon total amount as stated in article 2. Compensation for damages can be pursued on the grounds of breach of contract and can be claimed for immediately. In the event of actual damages for the disadvantaged party being higher than the amount as stated in article 2, such difference shall also be paid by the party in default. All costs arising for the contracting parties, including debt collection fees, procedural costs and legal fees shall be paid by the party causing the breach of contract.

7. In the event that this agreement is unable to be carried out due to Contracting Party 2 not being in the possession of the required permits, such circumstances shall not be considered as force majeure and Contracting Party 2 remains obliged to pay the total amount as stated in Article 2 of the contract to Contracting Party 1.

8. Contracting Party 2 is obliged to make good all necessary legal payments for composers live performance rights to the relevant collecting society (Buma).

9. Contracting Party 2 hereby declares to be in full knowledge of the activities of Contracting Party 1.

10. Contracting Party 1 is hereby obliged to ensure that the necessary equipment, instruments etc are in good workable order

and satisfy all safety requirements. Contracting Party 2 is hereby responsible for the provision of power facilities satisfying all safety requirements and regulations. In the event that the safety of the artists can no longer be guaranteed due to unsafe power supply caused by rain, leakage or other such factors, Contracting Party 1 retains the right to cancel the performance. In such cases Contracting Party 2 is obliged to pay Contracting Party 1 the entire fee as established in the contract.

11. Contracting Party 2 hereby guarantees the safety of the group/artists, road crew and management. Contracting Party 2 is hereby liable for all personal injury and resultant costs including operating losses in so far as the injury is caused by unauthorised persons/audience who enter stage, dressing room or backstage area without permission from Contracting Party 1. The stage and dressing rooms are accessible only to persons authorised by Contracting Party 1.

12. Contracting Party 2 cannot be held liable for loss of, theft of or material damage to goods belonging to Contracting Party 1 unless the cause hereof is due to serious misconduct, fraud or negligence on the part of Contracting Party 2 or of persons in service of and/or under the supervision of Contracting Party 2, with the exception of Contracting Party 1.

13. Contracting Party 2 cannot be held liable for damages to buildings, property etc resulting from the actions of a third party.

14. Contracting Party 1 hereby agrees to carry out the activities agreed upon in this contract to the best of his/her ability. Contracting Party 1 hereby acknowledges responsibility for his/her activities being carried out in accordance with all legal provisions, guidelines and other government regulations.

15. It is prohibited to make sound or image recordings of the performance (or to allow or facilitate them) without prior written consent from Contracting Party 1.

16. Contracting Party 1 retains the right to vendor articles and/or merchandise related to the artist (CD's, Tshirts etc) in and around the performance area and/or on the premises.

17. In the event of one of the contracting parties having sufficient reason to accuse the other of not adhering to the contract, the accusing party must notify the other party of this by registered mail within five days of the termination period of the contract.

18. All differences arising from this contract shall be adjudicated by the authorised judge in the district where Contracting Party 1 has his/her business registered.

19. Party 2 hereby agrees to provide Party 1 with a time schedule for arrival times, sound check times, meal times and on-stage times. This information shall be supplied with adequate notice.

20. Party 2 is hereby obliged to publicize the performance by all possible means available to Party 2 within a minimum of 2 (two) months before the date of the performance as outlined in point 1.

21. Neglect of any of the abovementioned points by Party 1 implicitly implies that Party 2 cannot guarantee the performance of the artist, and vice versa.

SIGNATURE: