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GENERAL TERMS AND CONDITIONS

In the general terms and conditions the following terms shall have the following meaning:

Contractor: the legal entity, Heroic, established Fahrenheitstraat 148, 2561EG in The Hague, operating under the names: Heroic Recordings, Heroic Audio, Rockforce Records, Heroic Management;

The Client: the natural or legal person that has instructed the Contractor to undertake specific work.

Work: all work instructed or resulting from or directly relating to the order is undertaken or should be undertaken in the broadest sense and includes in any case the work as stated in the order confirmation.

Contract: any agreement between Client and Contractor for the execution of Work by the Contractor on behalf of the Client, as stated in the order confirmation.

1. Effect

1.1 These general terms and conditions apply to all Contracts entered into by the Contractor in the context of the execution of Work.

1.2 Derogations from these general terms and conditions shall be valid only where and insofar as they have been agreed in writing by the Client and the Contractor.

1.3 The general terms and conditions of the Client shall not be applicable. The Contractor explicitly rejects their applicability.

2. Formation

2.1 All offers made by Contractor, both in writing and orally, shall be without engagement.

2.2 Contractor shall record the agreement with the Client in writing and send it to the Client as soon as possible. The Client shall ensure that this agreement is in the possession of Contractor, fully signed, within 14 days.

2.3 If Contractor has not received back the agreement from the Client within 14 days, Contractor shall be entitled to terminate the agreement, without prejudice to its right to performance and without becoming liable for damages, provided the Client is given reasonable notice hereof.

3. Payment

3.1 The amount invoiced to the Client must be paid within 14 days of the invoice date, in Dutch currency, at the Contractor's office or by means of payment into a bank account as indicated by the Contractor, without any entitlement to discount or set-off.

3.2 If the Client fails to pay by the aforementioned deadline or by a deadline agreed between the parties in writing, he shall be immediately in default by law after expiry of said deadline without a further reminder or notice of default being required and, from that moment, he shall be required to pay the legal commercial interest and, if such does

not apply, the standard legal interest, on the amount invoiced until the date of full payment, such without prejudice to the Contractor's other rights.

3.3 Any expenses resulting from non-legal collection of the account shall be payable by the Client. The non-legal costs have been determined as being at least 15% of the amount to be demanded, with a minimum of € 250.

3.4 In the event of a joint order, the Clients shall be liable severally for payment of the invoice amount, insofar as the Work has been carried out on behalf of all the Clients involved.

4. Liability

4.1 Contractor can never be held liable by the Client for damage of any nature and regardless of its cause, except in the event of a clear intentional act or omission or gross negligence on the part of Contractor. If Contractor should have any liability, such liability shall be limited to the amount invoiced to the Client.

4.2 Contractor shall not be liable towards the Client in the event of the loss or theft of and/or damage to funds and/or property belonging to the Client.

4.3 The Client shall be liable for damage to and/or the loss of property made available to the Client by Contractor and/or third parties employed by it. The Client shall also be liable for damage to and/or the loss of property used during an Artist's performance. If the Client assigns certain obligations with regard to the implementation of the agreement to third parties, the Client shall continue to be primarily responsible for the performance of such obligations. The Client shall provide the third parties with a copy of the primary agreement, including all relevant documents and riders.

4.4 In the event of force majeure all costs already incurred for the performance shall be for each party's own account. The parties shall hold each other harmless against each and every claim in respect hereof.

4.5 If the Client acts in violation of the present terms and conditions or the specific provisions regarding the performance, Contractor shall be entitled to suspend its obligations under the agreement.

4.6 If either of the parties is in default in the performance of this agreement, except in the case of force majeure, such party shall become obliged to pay the other party a fine in accordance with the amount invoiced to the Client for the relevant performance (including VAT). In addition, all the judicial and extrajudicial costs, to be increased by the statutory interest, shall be for the account of the party in default.

5. Dissolution

5.1 The parties shall be entitled to dissolve the agreement without any notice of default or court intervention and without becoming liable for damages in the event of:

5.1.1 the bankruptcy of either of the parties;

5.1.2 the grant of a moratorium of payment to the Client;

5.1.3 legitimate doubt on the part of Contractor about the Client's ability to (timely) perform his obligations.

5.2 If one of the above-mentioned situations occurs, the payment of any claim against the Client may be demanded immediately.

6. Force majeure

6.1 The following unforeseen circumstances shall be considered as force majeure for the parties:

6.1.1. any non-foreseeable government order, other than as a result of the failure to obtain any permits:

6.1.2 inability to work due to any illness or accident of the Artist;

6.1.3 a moratorium of payment, war, insurrection, mobilization, riots in the Netherlands or abroad, strikes and lock-outs by employees or the threat of these and similar

circumstances.

6.2 In the event of a situation of force majeure the parties shall be entitled to dissolve the agreement by notifying the other party hereof.

6.3 The fact that the Client fails to obtain any permit or exemptions shall not constitute force majeure.

7. Radio, TV and International Performances

7.1 Contractor shall be entitled to cancel the contracted performance until 15 days before the planned performance date, without being liable to pay any compensation, if a radio, TV and/or audio recordings must be made on the day of the performance by the Artist.

7.2 Contractor shall be entitled to cancel the contracted performance until 15 days before the planned performance date, without being liable to pay any compensation, if the artist has international contractual obligations (including but not limited to: booking or tour), if these activities were not foreseeable at the time of contract closure.

7.3 In such a situation the Client can enforce a performance by the Artist on another date on the same conditions from Contractor.

8. Artist and Performance

8.1 The Client shall submit the showtime as well as any soundcheck times to Contractor. The definitive times shall be confirmed by Contractor by means of the agreement.

8.2 The Client shall send an itinerary showing how to get to the location where the performance will take place. This itinerary shall be returned with the agreement.

8.3 The Client shall arrange for a professional PA system, 3- or 4-way active, with sufficient capacity for the entire hall or location and the number of visitors, so that an appropriate volume can be produced across the full audio-spectrum without any distortion at each listening position.

8.4 The Client shall inform Contractor in writing, no later than 14 days prior to the start of the performance, of any restrictions with regard to the sound level.

8.5 The Client shall arrange for a good and beautiful light show operated by a professional lighting technician who is capable of lighting a show tastefully.

8.6 From the arrival up to and including the departure of the Artist a contact person shall be present on behalf of the Client who is fully familiar with all (performance related) matters.

8.7 During the soundcheck no members of the audience (with the exception of staff) may be present.

8.8 If the Client wishes to make audio and/or visual recordings of the performance, he shall require the prior written permission of Contractor. If the Client has made audio and/or visual recordings of the Artist, the Client shall provide Contractor at its request with a copy of such recordings free of charge, which recordings may be used by Contractor for promotional purposes.

8.9 The Client declares that he is familiar with the performances of the Artist and acknowledges that the content of the performance and its presentation will be determined by the Artist.

8.10 The Client guarantees that the catering requisites as stated by the Artist in writing in the booking agreement shall in any case be present in the dressing room prior to, during and after the performance.

8.11 The Client guarantees that the light and sound systems and any additional equipment in connection with the performance as stated in writing by the Artist as well as any soundchecks shall be available in good time prior to the start of the performance and shall meet the specifications as stated by the Artist.

8.12 The front of the stage shall be properly accessible.

8.13 The stage shall be covered, unless the parties have agreed otherwise in writing.

9. Safety

9.1 The Client guarantees the safety of the Artist prior to, during and after the performance through, among other things, the placement of strong crush barriers and/or similar means in order to keep members of the audience at a distance across the whole width of the stage. Crush barriers and/or similar means in front of the stage shall be provided with strong distance blocks or shall in any case in be placed in such a manner that they are prevented from moving. Any damage to equipment and other property of the Artist or the materials hired by the Artist that is caused by the public, the Client or his staff, shall be for the Client's account. In the event of damage to the equipment hired by the Artist, the Client shall be held liable by the rental company direct. The Client shall ensure that the Artist can carry out the performance in a sound manner and in safe conditions. This shall in any case be understood to mean: sufficient protection against the molestation of the Artist, the Artist's guests and the equipment.

10. Intellectual Property

10.1 The Contractor reserves all rights regarding products of the mind which he uses or has used in the context of the execution of the Contract with the Client, insofar as any legal rights may exist or be vested in said products.

10.2 The Client is banned explicitly from the reproduction, disclosure or exploitation of those products, including but not limited to computer programs, system designs, working methods, advice, (model) contracts and other products of the mind, whether or not involving the bringing in of third parties.

10.3 The Client is not permitted to make available devices from those products to third parties for reasons other than obtaining an expert judgement about the Contractor's Work.

10.4 The Client undertakes to pay the right amounts to BUMA/STEMRA with regard to the exploitation of the copyrights, unless the Client settles such fee with Heroic directly. The Client undertakes to pay the right amounts to SENA with regard to the exploitation of the neighbouring rights (*'naburige rechten'*).

11. Sponsoring

11.1 This agreement and/or the performance of the Artist shall not be sponsored by or linked to any product or company without the written permission of Heroic. The parties also agree that the Client cannot and will not oblige the Artist to make any promotional appearance or interview whatsoever without the Artist's written permission.

12. Interpretation of the general terms and conditions

12.1 These general terms and conditions have been drawn up both in the Dutch as in the English language. In the event of disputes concerning the interpretation of these general terms and conditions, the Dutch text will take precedence.

13. Applicable law and elected Court

13.1 Netherlands law shall be applicable to all Contracts between the Client and the Contractor that are subject to these general terms and conditions.

13.2 Any disputes relating to Contracts between the Client and the Contractors to which these terms and conditions apply shall be settled exclusively by the competent court in The Hague, to the exclusion of all other legal bodies.

13.3 The Client shall be permitted to follow the course of the proceedings of any disciplinary jurisdiction.

LEGAL NOTICE: This is the unofficial translation of Heroic's 'Algemene Voorwaarden' dated 19th of February 2015.

Only the official text in Dutch language is decisive. No rights can be derived from this translation.