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General terms and conditions Epic247 Agency as part of epic247

### **Epic247 Agency**

Castorweg 44, 8938 BE Leeuwarden  
The Netherlands

Registration nr. Chamber of Commerce 01152194

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#### ARTICLE 1: DEFINITIONS

In these general conditions the following terms have the following meanings, unless explicitly stated otherwise:

Epic247: the booking agency for artists and the user of these terms and conditions;  
Client: the person (natural or legal person) who epic247 one or more artists and / or performances booked; Artist: the performer, specifically the DJ, who compared epic247 committed to organizing and / or carrying out a gigs; Action: The artistic achievement of the artist; Agreement: the agreement epic247 client and entering following a booking of an artist and / or action by the client at epic247; Artist fee: the total agreed amount, the client for a booking of an artist and / or act on epic247 payable, excluding VAT and including any outstanding income tax and employees' insurance premiums; Parties: epic247 and client together.

#### ARTICLE 2: APPLICABILITY CONDITIONS

1. These conditions apply to all offers and all agreements epic247 V.o.F. established in Amsterdam, hereinafter called "epic247". 2. The client shall hereinafter be referred to as "the principal". 3. Other terms and conditions are only part of the contract between the parties if and when both parties have expressly agreed in writing.

4. Without comment by the client acceptance and retention of a quotation or order confirmation, which, in these conditions be deemed as acceptance of the application. 5. It may not be applicable to a (part of) a provision of these terms affect the applicability of the remaining provisions.

#### ARTICLE 3: AGREEMENT

1. Agreements are first written confirmation of epic247 binding. 2. Additions or changes to the terms and conditions or other changes or additions to the contract only after written confirmation by epic247 binding. 3. Agreements may be concluded between the client and epic247. The client will refrain from directly approaching an artist and / or with such an agreement, without the express written permission of epic247.

#### ARTICLE 4: OFFERS

1. All offers, quotations, price lists, delivery etc. of epic247 are free, unless they have a deadline for acceptance. If an offer or a binding offer and this offer is accepted by the client, then epic247 may revoke the offer within two business days after receipt of the acceptance. 2. The client can not derive any rights provided by or on behalf epic247 images and descriptions of offers, brochures, catalogs, and other promotional materials. The above information is not binding epic247.

#### ARTICLE 5: ENGAGEMENT PARTY

epic247 is authorized to implement what has been agreed to engage third parties.

#### ARTICLE 6: ADDITIONAL WORK

1. epic247 has the right to additional costs because of the emergence of an obstacle of any kind whatsoever in the progress of implementation of the agreement and / or because of work or services not covered by the agreement are set, as additional work to the Client charge. 2. Additional work is charged separately, after the performance of the contract, at pre-announced rates.

#### ARTICLE 7: ARTIST AND ACTION

1. The client declares the performance of the artist and the type or nature of the contracted performance fully known. 2. The client guarantees that before, during and after the show the minimum specified by the artist writing articles and refreshments in the dressing room presence. The client will written statement no later than one (1) week before the performance received.

3. The client guarantees that the artist in writing given light and sound systems and equipment related to the occurrence and any sound-check time for commencement of the action will be present and also to the artist specifications will comply. The client will written statement within two (2) weeks before receiving the intervention. It will also be an indication of the time and another must be present.

4. The client is responsible for the presence of all necessary required licenses, exemptions, etc. in connection with the performance. In the absence of one or more required permits, etc. epic247 has the right to cancel the performance. In such a situation, the obligation of the principal to pay the agreed artist fee always exist and the client indemnifies epic247 against third party claims. Notwithstanding previous epic247 reserves the right to full compensation of the principal claim. 5. The client warrants that: A. if others in the room where the show will be held to work out which activities

are completed in time before the artist will use the space to freely there are preparations; B. epic247, hired by third parties and the artist have free access to the area where action will take place and the preparations can be carried out freely; C. that a good (dressing) room for the artist is present, that this space can be properly heated and that in this space lighting, mirrors, and electricity is available, and that the space can be closed properly; D. that a proper indoor or stage presence to overshadow, unless otherwise agreed in writing; E. that there is a reasonable distance sanitation present; F. requested that the matters arising from the written statements referred to in paragraphs 2 and 3 of this article are present; G. that the environment meets the legal requirements which they are made and that the safety of the artist before, during and after the performance is ensured, among other things, sufficient (security) personnel, crush barriers, stage-hands, etc.; H. the maximum number of people, according to fire department regulations and / or other regulations, whether or not the government, in the space where the performance will be held will not be exceeded; I. without prior written permission of epic247 no sound and / or visual recordings of the action will be taken and that the principal purpose will take all necessary measures to prevent unauthorized third party audio and / or visual recordings of the action making; 6. epic247 shall ensure that the artist in time for commencement of the action agreed at the present location, with all that is necessary for the appearance, if not by the client must be delivered or provided. 7. The location where the action will take place in the Agreement and is binding. The client sets a route available. 8. When the action will commence and the duration of the action, will be specified in the agreement are binding. Starting time is indicative and may never be regarded as a deadline. At the request of the client and with the consent of the artist can be extended duration of action. The duration of the extension and additional work the client will be charged. 9. epic247 is entitled to the principal to provide a guest list for at least five (5) persons per show.

#### ARTICLE 8: PROMOTIONAL

1. The client requires the prior written permission of epic247 regarding the listing and / or picture of the artist to produce promotional material, in the broadest sense. To this end, the client to further specify some samples of the promotional material for written approval in advance to submit epic247. 2. Promotional material containing an entry and / or picture of the artist will only be distributed after epic247 and if necessary, the artist has given written consent.

3. The client is responsible for adequate promotion and publicity of the action and ensures proper attribution to the artist in all manifestations of the principal actions concerned.

4. The client is not permitted without prior written permission of epic247 and refer to the artist, sound recordings, posters, posters and / or other articles with the name, likeness, logo, etc. of the artist to sell at or near the location where the action takes place before, during and after the show. The client will take all necessary measures to prevent third parties from the above matters will offer and / or sell.

#### ARTICLE 9: WARRANTIES AND INDEMNIFICATION

1. epic247 warrants being hindered by any obligation to meet its obligations under the contract obligations. 2. epic247 explains that the artist has fiscal autonomy, or epic247 as (fictitious) employer will occur and to ensure that all statutory payments, taxes, deductions, etc. in respect of compensation or wages that the artist will get done on time be. epic247 indemnifies the client in this regard. The indemnity does not apply to the client directly to the artist provides wage and whether or not monetary compensation.

#### ARTICLE 10: CANCELLATION

1. Cancellation by the client only if epic247 consent. Then the principal owed to epic247: A. cancellation in the period up to two (2) months before the agreed date of action the client is no fee; B. cancellation in the period from two (2) months to one (1) month before the agreed date of action, a fee of 50% of the fee; C. cancellation in the period from one (1) month before the agreed date of action until the date of the action, the entire artist fee. If canceled in accordance with sub paragraph C of this, the rate payable varies between 50% and 100% of the fee, depending epic247 for that artist on the relevant date (partial) replacement work can commit. However, the foregoing does not imply an obligation for epic247 and therefore can not be interpreted as such. 2. Notwithstanding the foregoing, epic247 right to full compensation of the principal claim. 3. epic247 has the right to act for its own reasons to cancel up to two (2) weeks before the agreed date of the action, including reimbursement of the principal to epic247 funds paid (all or part of the fee), or under the credit agreement artist fee. Outside refund or credit as aforesaid, shall never be liable for damages epic247 to the client. 4. Cancellation by epic247 in the period from two (2) weeks before the agreed date of action until the date of the action is only allowed, except for force majeure, for example, illness of the artist when the artist at the time of the action a television performance , or other promotional radio appearance or performance obligation. The client in this case will not be able to claim damages from epic247. An already prepaid to the client artist fee will be refunded. 5. In the cases referred to in paragraph 4 of this article can epic247 one or more proposals for a replacement artist, or will act in consultation with the client to a different date shift. The client must epic247 within 48 hours after the cancellation and the postulated epic247 proposals in writing whether he uses one of the postulated proposals or not.

#### ARTICLE 11: MUSIC AND COPYRIGHT INFRINGEMENT

Copyright and music copyright fees, for example, but not limited to, organizations such as Buma / Stemra, borne by the client and the client will be to the appropriate agency to be paid.

#### ARTICLE 12: AGREEMENT AND LACK FORCE MAJEURE

1. If during the preparation and / or implementation of the agreed work shows that these are impractical, either due to unknown circumstances epic247 or by any force majeure event, epic247 has the right to require the assignment given is amended that its implementation becomes possible, except when same due to unknown circumstances or force majeure never possible. epic247 is then entitled to full compensation for work already done by her.

2. In the event performance of that to which epic247 under the agreement concluded with the customer's account, and this is not possible due to no fault-recoverable failure on the part of epic247, or on the part of the implementation of the agreement by epic247 engaged artist or other third parties, or in the event that another important reason for doing on the part of epic247 is epic247 entitled to agreement between the parties to terminate, or the fulfillment of his obligations to the client during its determine reasonable time to suspend, without any compensation to be held the. If the above situation arises when the contract is partly executed, the client must fulfill his obligations to epic247 until that time to comply.

3. Circumstances in which there will be non-attributable non-compliance will be understood include:

- War, insurrection, mobilization, national and international unrest, government action, strikes and lockouts by employers or the threat thereof and similar circumstances;
- Illness of the artist, upon request, made within 24 hours after calling in sick to the client, and on behalf of the client, by an independent physician, a medical report is prepared;
- Disruption of the time of entering into the agreement exchange rates;
- Business interruption due to fire, accidents or other incidents - Natural phenomena;
- Government measures to prevent the artist to do his act, or the occurrence disproportionate objections; one and all irrespective of whether or not the performance takes place at late epic247, artist or other third parties for its implementation of the agreement are enabled.

4. In case the client in any way against epic247 in default should continue to prompt performance of his obligations, suspend payments, applications for (temporary) moratorium, bankruptcy, enforcement seizure, cession or liquidation of the company the client is everything by him under any contract epic247 is due immediately and payable in full.

#### ARTICLE 13: RATES

1. Epic247 all prices are exclusive of VAT and any other government levies, unless otherwise indicated. 2. The booking fee is 15% of the artist fee with an absolute minimum of € 75.00 and are exclusive of VAT. 3. A. If between the date of concluding the agreement and the implementation of the agreement by the government and / or trade unions to make changes to wages, working conditions, social insurance and the like, is entitled epic247 increases to the client to pass.

If between the aforementioned dates epic247 a new price list will be issued and take effect, then epic247 entitled therein prices to the customer to charge.

B. If the client is a natural person not acting in the exercise of a profession or business, that price three months after the conclusion of the agreement defined above may be charged or charged. With price as previously mentioned in this article, within a shorter period than three months, the client is entitled to terminate the contract.

#### ARTICLE 14: PAYMENT

1. Payment must be made within two (2) weeks before the agreed date of action or if the agreement included a specific payment date, payment by that date, unless otherwise agreed in writing. 2. Additional work must be paid within the payment as stated in the (more work) bill. 3. If an (advance) payment is late and / or not fully carried out in accordance with paragraph 1 or after the expiry of the payment period referred to in paragraph 2:

A. from that point onwards to the client a credit restriction surcharge of 2% will be charged without further notice of default being required; B. the client to a default interest epic247 in the amount of 2% per month to be calculated cumulatively on the principal. Parts of a month shall be as full months; C. the client, after being summoned by epic247 to be, in respect of extra costs a minimum of 15% of the sum of the principal sum and interest for late payment to an absolute minimum of € 135.00. 4. At the discretion of epic247 can be above or similar circumstances, without further notice or judicial intervention, the agreement fully or partially dissolved, whether or not combined with a claim for damages. 5. If the client does not fulfill its payment obligations, epic247 is empowered to fulfill the obligations towards the client to deliver or to perform to suspend work until payment is made, or adequate security has been provided. The same applies before the moment of default if epic247 has a reasonable suspicion that there are grounds for the creditworthiness of the client to doubt. 6. Payments made by the client to settle all interest and costs and then to settle the claim or bill payable to the longest, even if the customer that the payment relates to a later invoice. 7. A. If the client, for whatever reason, one or more claims against epic247 has or will acquire, the client sees on the right of setoff in respect of such claim (s). Said waiver of the right adjustment also applies if the client (provisional) suspension of payments or is declared bankrupt. B. The provisions under A of this paragraph shall not

apply if the customer is a natural person not acting in the exercise of a profession or business.

#### ARTICLE 15: COMPLAINTS

1. Complaints relating to the (quality of) the execution of the agreement by the client to be written and reasoned epic247 be announced within eight days after execution of the contract. Any verbal notification must be followed by immediate written confirmation.
2. If a complaint is not within the aforesaid term epic247 has been made, the agreement is considered to be well done.
3. Complaints suspend the payment of the Client.
4. epic247 should be given an opportunity to investigate the complaint.
5. In the case of a justified complaint, the claim shall be settled pursuant to Article 16.

#### ARTICLE 16: LIABILITY

1. The client is liable for damage before, during or after the Action, in sound, lighting equipment and other equipment and / or property of the artists who were in the location and / or (dressing) room, caused by, but not limited to any act or omission of the Principal, his staff, to publicly present the occurrence or failure in the power, leakage, etc.
2. The client must take out adequate insurance in the context of the performance of the agreement or action.
3. epic247 rid herself of her task as a company in its industry may be expected, but accepts no liability for damages, including consequential damages, resulting from its acts or omissions in the broadest sense, except to the extent to its gross negligence, gross negligence and / or design is due. The same restriction applies to artists, staff or other third parties epic247 in carrying out its work on.
4. Subject to the other members of this Article, the liability of epic247 - for whatever reason - limited to the agreed artist fee. Compliance with this provision is the sole and full compensation.
5. Notwithstanding the preceding paragraph of this article epic247 never obliged to pay compensation that exceeds the sum insured, if the damage is covered by an insurance epic247 closed.
6. A. In all cases, the deadline for damages may epic247 be limited to 6 months. B. If the client is a natural person not acting in the exercise of a profession or business, a maximum term of one year within which epic247 to compensation for damage may be addressed.
7. The client loses his rights against epic247 and is liable for all damages and indemnify against any claim by third epic247 concerning damages if and when:
  - A. aforementioned losses have arisen because the wrong client and / or incomplete information epic247 and / or the artist has given;
  - B. the aforementioned damage occurred because the client is not according to the epic247 and / or artist instructions and / or advice acted;
  - C. above-mentioned damage caused by errors or inaccuracies in information, materials, data carriers etc. by or on behalf of the client to epic247 are provided and / or prescribed.



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#### ARTICLE 17: BANKRUPTCY LOSS OF ACCESS, etc.

Notwithstanding the other provisions of these terms is between the client and epic247 agreement dissolved without judicial intervention and without any notice being required, at the time the customer is declared bankrupt, (temporary) of payments, by executorial seizure, receivership or put in administration or otherwise the power or capacity in relation to his assets or parts thereof, unless the trustee in bankruptcy or trustee in respect of the (temporary) payment of the obligations under the contract debts of estate.

#### ARTICLE 18: APPLICABLE LAW / JURISDICTION

1. Epic247 between the client and the agreement (s) only Dutch law. Any disputes arising from this agreement (s) shall likewise with Dutch Law. 2. Any disputes will be settled by the competent court in Amsterdam, unless the District court has jurisdiction, and although epic247 the authority to bring proceedings before a competent court in the place where the customer resides or is established.

3. If the principal is a natural person not acting in the exercise of a profession or business, within one (1) month after epic247 the client has stated that the case will be submitted to the court, the client can express that he chooses to settle the dispute by the competent court.