



ADDITIONAL CLAUSES LIWYN BV

The Parties:

1. AGENT; The limited liability company LIWYN B.V., registered at Overhoeksplein 2, LAB 204, 1031 KS Amsterdam, The Netherlands, hereby legally represented by L. Smit, hereinafter referred to as "AGENT";
2. ARTIST; In the agreement represented by Agent, which company represents and arranges the services of the Artist, hereinafter referred to as "COMPANY", for the performance services of the artist, hereinafter referred to "ARTIST";
3. PURCHASER; a company or private person who books one or more artists with Agent, hereinafter referred to as "PURCHASER";

WHEREAS:

- Agent (on behalf of Artist) and Purchaser have agreed upon a deal memo by email.
- Agent representing Company shall arrange the services of Artist to Purchaser for the engagement described in the Agreement.
- The Performance Agreement between COMPANY and PURCHASER consists of this principal agreement together with the Artist agreed RIDER.

THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1 ENGAGEMENT / VENUE

1.1 EVENT DETAILS EVENT: Name of Event

VENUE: Location where Event is held

DATE OF SHOW: The performance date (if set time is after midnight, contracted date is day before)

PERFORMANCE TIME: Set time of Artist performing at Event

SET LENGTH: Artist shall perform a set of 60 minutes, such as stipulated and agreed upon in the deal memo unless discussed otherwise.

Announcement: Can only take place when signed contract is received and artwork is approved.

1.2 Without Agent's prior written approval, Purchaser is not entitled to change the Venue for the Date of Engagement, which approval may be withheld at Agent's sole discretion. Without such prior written approval of Agent any change of Venue made by Purchaser shall constitute a material breach of this Agreement and Purchaser shall be liable for payment of the Compensation as specified in article 3. Purchaser warrants and guarantees that it holds all necessary permits and licenses required by all applicable laws for the purposes of lawfully conducting the Event in the Venue at the Date of Engagement.



Article 2 COMPENSATION

The compensation guaranteed by Purchaser to be paid to Agent on Company's behalf shall be: A Gross Artist Fee in EUROS excl. 15% BOOKING FEE AND 9% VAT, resulting in a payment by Purchaser to Agent on Company's behalf as the Guarantee. Purchaser warrants that it shall not advertise the Performance prior to Agencies' receipt of the initial deposit specified under article 3 "Payment Terms". Further obligations for Purchaser regarding taxes are specified in article 6.

Article 3 PAYMENT TERMS

3.1 PURCHASER shall pay the Guarantee on behalf of Company in 2 installments to Agents bank account as provided below, free of any bank (or any other) transaction charges, according to the following payment schedule, with respect to which time is of the essence: - A deposit of 50% must be in Agent account within five (5) days after signing the Agreement. The remainder needs to be wired ultimately one (1) month before date of performance.

3.2 All payments must be made by bank wire to: LIWYN B.V., Rabobank account # NL97RABO0300498683; SWIFT CODE: RABONL2U, Bank address: Dam 16, 1012 NP Amsterdam, the Netherlands. Agent hereby acknowledges its power of attorney to receive such payments on behalf of Company.

3.3 Purchaser hereby acknowledges that Artist and/or Company and/or Agent, each of them individually as well as jointly shall not be bound to any of the obligations and provisions set forth in this agreement nor be liable for the same until the payment of the initial deposit has been made, while purchaser will be fully liable for all of its obligations set forth hereunder even when such initial deposit payment has not been timely and fully made.

3.4 Under no circumstances may Purchaser make cash payments under this Agreement.

3.5 In the event that Purchaser breaches the terms contained in this article and if such failure has not been remedied within a reasonable time by Purchaser after receiving written notice of such breach by artist, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Agent or Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to arrange Artist to perform on the Date of Engagement.

Article 4 PRODUCTION

Purchaser shall provide and pay for all technical production elements as specified in Artist's (Technical) Rider attached to Agreement.



Article 5 BILLING AND ADVERTISING

5.1 Purchaser agrees to Headline billing of Artist, with the logo(s) as provided by Agent unless specifically agreed upon otherwise in writing between the parties. Purchaser must use Artist's NAME/IMAGE/LOGO in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The Presskit shall be provided by Agent promptly following the execution of this Agreement.

5.2 Purchaser shall obtain the approval of Agent per e-mail for all advertisements and promotional material (including flyer design) that includes the Artist's name and/or logos prior to producing and/or disseminating any such materials.

5.3 Purchaser acknowledges and agrees that the Artist's name may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

5.4 Agent shall have the right to pre-approve the talent line-up for the Event. Agent reserves the right to choose the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

5.5 Purchaser is not entitled to use any of Artist's trademarks for any purpose, other than promotional and/or advertorial purposes related to the performance of Artist at the Date of Engagement.

Article 6 TAXES

6.1 Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to the Artist shall be free of the same. The foregoing shall apply to all forms of taxes including, but without limitation, any business occupations tax, VAT or any sales tax, however with the exception of income withholding taxes. Purchaser is entitled to withhold the income withholding taxes from the sums payable to Agent, whereas the amount to be withheld is subject to prior written approval by the Agent of the tax application form, to be provided to Agent by Purchaser prior to the payment of the final payment term ex. article 3.

6.2 Purchaser shall provide Agent with a copy of all documentation with respect to all such tax payments or disbursements with respect to the Guarantee as soon as possible. Specifically, Purchaser shall provide Agent with a copy of the tax forms filed at the tax authorities within ultimately two weeks after signing this agreement. Furthermore, Purchaser shall provide Agent with the original withholding tax certificate made out in the name of the Artist and as specified by Agent as required under relevant federal or foreign tax laws as proof of payment. All tax certificates shall be provided to Agent promptly upon their issuance and shall be forwarded to Agent ultimately within 14 days after the Date of Engagement. In case Purchaser has not sent the applicable Tax Certificate to Agent within 30 days after the Date of Engagement, Agent shall notify Purchaser thereof and Agent is entitled to charge Purchaser for the entire amount of the taxes it has deducted from the Gross Fee as stated in article 2 and Purchaser shall be obligated to pay such invoice within 14 days after receipt.



6.3 For clarification, unless specifically required by local law, any monies paid to third parties such as the travel agent of Agent or Company for the reimbursement of travel or touring expenses pursuant to this Agreement that are separate from the Guarantee and any percentage income and/or bonuses shall not be subject to withholding taxes or similar taxes and may not be deducted by Purchaser.

6.4 Purchaser shall indemnify and hold Agent harmless from and against any and all damages, claims, costs, judgements, fees, penalties, fines and/or otherwise in connection with any failure and/or delay by Purchaser to pay any necessary taxes, fees, levies, and the like to the applicable governmental bodies.

6.5 In the event that Purchaser is in breach of the terms of this paragraph 6 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of the amounts that are required to be withheld hereunder.

6.6 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas required for Artist and any member of the touring party to work legally in the country of performance on the Date of Engagement, which work permit and/or visa shall be valid for the duration of the Artist's and any member of the touring party's stay in the country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining the visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

Article 7 RECORDINGS

7.1 Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, film, video tape, and/or otherwise record, reproduce and distribute such recordings of the Performance and Artists attendance on stage and backstage at the Event hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser.

7.2 Purchaser warrants that Purchaser shall not professionally photograph, film, videotape, record or otherwise reproduce Artist's likeness or image in any manner nor shall Purchaser authorize others to do the same, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent which may be withheld at Company's sole discretion. When such prior written consent is obtained by Purchaser, the parties shall agree upon the terms and conditions in a separate Broadcast Agreement, to be negotiated in good faith between the parties. If it becomes evident to Artist or Company that any of the foregoing prohibited activities



is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

7.3 Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the professional recording, by any professional means or media (excluding smart phones of attendees of the Event) and to prevent the dissemination of such materials hereunder.

7.4 Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of any of the clauses in this article 7.

Article 8 CANCELLATION

8.1 Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that any of the following material breaches is not cured in 5 (five) business days after the receipt by Purchaser of a written notice of such breach, Company shall have the right to immediately cancel this Agreement by giving written notice to Purchaser:

(i) If Purchaser does not make timely payment(s) to Agent of any amount due as set forth in this Agreement or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," or fails to perform any material obligation required of Purchaser hereunder; or (ii) Either Purchaser shall go into compulsory liquidation, or shall go into bankruptcy, or make an assignment for the benefit of creditors, or make any composition with creditors, or if any insolvency or composition proceedings shall be commenced by or against Purchaser and shall not be dismissed within fifteen (15) days of commencement.

And, in the event of any cancellation by Company under article 8.1 above,

(a) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which the agreement is being cancelled, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;

(b) Purchaser shall remain liable to Company for the full amount of the Compensation (the Guarantee and the reimbursement of the touring, travel and other expenses);

(c) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and

(d) Neither Company, nor Agent, nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

8.2 If, for any reason (including, without limitation, a cancellation under article 8.1), Purchaser cancels the Performance and/or the Agreement following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder. For the avoidance of doubt, Purchaser shall remain fully liable to Agent for payment of the Compensation in case tickets sales do not meet Purchasers expectations.



Article 9 FORCE MAJEURE

9.1 Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labour dispute against its own best judgement), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, nor Agent, nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

9.2 In the event that a Date of Engagement is cancelled due to a Force Majeure Event and the Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

9.3 In the event any Date of Engagement is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall return 100% of the amount received from Purchaser for the Guarantee from which Company is entitled to deduct all actual and demonstrable out of pockets costs in relation to the Date of Engagement, such as expenses made for travel, production or the like, paid by Company or by Agent or by its travel & touring agency (ETTS) in respect of which Agent shall provide Purchaser with proof of expenditure.

9.4 In the event of an incapacitating illness or accident to Artist or an essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) Company shall return 100% of the amount received from Purchaser (iii) neither Company, nor Agent, nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iv) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto.

Article 10 INSURANCE, LIABILITY AND INDEMNIFICATIONS

10.1 Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm or corporation as a result of or in connection with the Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by or on behalf of Purchaser. Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to



equipment. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least two (2) weeks prior to the Date of Engagement.

10.2 The comprehensive general liability and public liability policy of insurance required under subparagraph 10.1 shall name Company, Artist, and Agent as additional named insured in an amount in no event less than one million EUROS (1,000,000) with a carrier rated A-VII or higher. All the aforementioned policies shall require a minimum of ten (10) days advance written notice to Agent of cancellation, expiration or modification. Purchaser shall provide Agent and/or Company with a copy of the requisite policy promptly following receipt of Agents or Company's request therefore, as applicable.

10.3 Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

10.4 Purchaser hereby indemnifies the Artist Indemnitees from and against any and all losses, damages or expenses resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

10.5 The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

Article 11 DEFAULT, NOTICE AND CURE

11.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

11.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses set forth hereinabove, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.



11.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any debt collection costs incurred by Agent or Company (including, without limitation, all costs in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

11.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the Netherlands shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

Article 12 MISCELLANEOUS

12.1 Purchaser agrees to indemnify Company, Artist and Agent for any losses, costs, damages or liabilities (including, without limitation damages for any loss of goodwill and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

12.2 The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

12.3 All rights not expressly granted herein are reserved to Company and Artist.

12.4 Wherever approval or consent is required in this Agreement, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

12.5 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

12.6 PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in the ARTIST'S RIDER, attached hereto. All Attachments hereto form an integral part of this Agreement and are fully incorporated herein by this reference.

12.7 The parties agree to keep the terms of this Agreement and all the correspondence related to this engagement strictly confidential, unless disclosure is required by applicable law.



Article 13 GOVERNING LAW

13.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

13.2 This contract shall be governed by Dutch law. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the court of the domicile of the primary defending party, provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.