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General Terms and Conditions Blue Projects B.V.

Article 1 General Provisions

1. Contractor: Blue Projects B.V., having its registered office in Amsterdam, and its employees and management.
2. Client: the contractual other party of the Contractor.
3. Project: the activity stipulated by the Client.

Article 2 Applicability

1. These General Terms and Conditions are applicable to all agreements concluded by the Contractor with the Client and are also applicable to all acts and activities carried out by or under the authority of the Contractor.
2. These General Terms and Conditions are applicable, with the exclusion of the General Terms and Conditions of the Client, to each and every offer and each and every agreement by and between the Contractor and the Client, to the extent that the Contractor and the Client did not expressly deviate from these General Terms and Conditions in writing.

Article 3 Conclusion

1. The agreement is concluded through written acceptance by the Client of the offer of the Contractor, where the time of receipt of said written acceptance by the Contractor shall apply as the moment of commencement of the agreement.
2. The offer which the Contractor makes to the Client shall be without engagement and can, where necessary, be revoked, unless expressly otherwise agreed upon. Revocation must take place not later than forthwith after the moment of acceptance.
3. Any and all desired deviation from or addition to the offer of the Contractor to the Client requires the written consent of the Contractor, who shall expressly be entitled to charge extra costs for this.
4. Apparent errors in the offers shall not be binding upon the Contractor.
5. All (intellectual) (property) rights in respect of the concepts and/or ideas presented in the offer are vested in the Contractor, even after the conclusion of the agreement and after the implementation of the Project, unless otherwise agreed upon in writing.
6. If after the conclusion of the agreement the cost price components of goods and/or services on which the Contractor based its price are increased the Contractor shall be entitled to pass these increases on to the Client. As a consequence the Client shall not be entitled to cancel the agreement free of charge.
7. All prices specified in the offer and agreement of the Contractor to the Client are excluding turnover taxes, unless otherwise indicated.
8. The Contractor is not responsible for pictures, folders and other information materials and the like, to the extent that these have been published and/or manufactured by independent third parties.



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Article 4 Cancellation and termination

1. If the agreement is (either in whole or in part) cancelled by the Client, i.e. terminated by the same with immediate effect, the Client shall be held to pay the Contractor cancellation costs. This provision is applicable without abatement in the event the cancellation is the result of force majeure on the part of the Client. The cancellation costs are as follows:
 - a) up to 100 days before the implementation date : 50% of the total project sum;
 - b) 100 to 25 days before the implementation date : 75% of the total project sum;
 - c) less than 25 days before the implementation date: 100% of the total project sum,
without prejudice to the obligation of the Client to integrally reimburse all funds paid to third parties by the Contractor within the framework of the Project.
2. The Contractor can only terminate the agreement for substantial reasons by registered post stating said reasons.
3. Simultaneously with the intended termination the Contractor shall try to offer a similar, according to accepted standards, acceptable activity. If this alternative is not being offered then the invoices already paid to the Contractor by the Client shall be reimbursed to the Client within four weeks.
4. If the intended alternative is indeed offered by the Contractor, but the Client does not make use of the same, the rights of the Client to reimbursement of earlier effectuated payments shall expire.
5. Without prejudice to the provisions set forth elsewhere in these General Terms and Conditions or the agreement, the Contractor shall be entitled, without any demand or notice of default being required, to terminate the agreement (either in whole or in part) by registered post before the end of the term with immediate effect if:
 - a) the Client applies for or is granted (temporary) suspension of payment, files a winding-up petition or is declared insolvent or concludes a private settlement in this context;
 - b) the company of the Client is liquidated or dissolved;
 - c) the Client discontinues its current company;
 - d) an attachment is imposed on a considerable part of the assets of the Client.

Article 5 Changes

1. The Contractor shall only be entitled to change the Project on an essential point in case of important circumstances within the meaning of article 4 paragraph 2. If the change results from a cause that can be attributed to the Contractor then the Client shall be entitled to cancel the agreement free of charge. If the Client intends to make use of the right to cancel the agreement free of charge the same must communicate this to the Contractor within 24 hours after receipt of the notification concerning the change.
2. The Contractor can, where necessary, change the Project on a non-essential point without communicating this in advance.
3. In case of an increase in taxes or social security premiums after the signature of the agreement by the Contractor, the Contractor shall be entitled to pass these increases on to the Client.
4. If it cannot be blamed on the Contractor (force majeure) or takes place at the request of



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the Client, the costs for essential changes, including but not limited to changes of date and location, are fully borne by the Client.

Article 6 Liability

1. The Contractor shall only be liable for damages of the Client deriving from non, untimely or improper compliance with the agreement if there is question of intent or gross negligence on the part of the Contractor.
2. The Contractor shall not be liable vis-à-vis the Client for damages caused by third parties involved in the implementation, unless these damages derive from and are caused by intent or gross negligence on the part of the Contractor. The applicability of articles 6:76, 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
3. The Client indemnifies the Contractor against any and all claim for compensation for damages of third parties involved in the implementation, to the extent that these damages are caused by the Client, employees and/or participants and/or guests of the Client.
4. The supply by third parties of goods and/or services in implementation of the agreement shall not be subject to any other warranty than stipulated with the relevant third party by the Contractor.
5. The liability of the Contractor shall in any case be limited to a maximum of 25% of the total project sum excluding the turnover taxes.
6. The Client must provide for all required permits and exemptions in order to properly carry out the agreement.
7. If an agreement cannot or only partly be implemented by the Contractor or by third parties hired by the same this shall not reduce the payment obligation of the Client in accordance with the stipulated costs in case of cancellation.
8. If the safety of the Contractor or of third parties hired by the Contractor at the location or in the vicinity of the location of the implementation of the Project does not comply with the required safety standards and/or if the required permits and/or exemptions are absent, the implementation shall not take place in its entirety or for the yet to be implemented part where the Client shall be held to pay the full stipulated project sum.

Article 7 Implementation

1. The Contractor undertakes to carry out the Project to the best of its ability.
2. Time limits specified in the agreement shall not be considered to be final; the Client must give written notice of default to the Contractor and grant the same a reasonable time limit for compliance.
3. The Client is held to abide by all instructions of the Contractor for the furtherance of a proper implementation of the Project and the Client shall be liable for the damages caused by its unauthorised conduct or that of its employees and/or participants and/or guests, to be assessed in accordance with the standards of conduct of a correct Client.
4. The employee and/or the participant and/or the guest of the Client who, as such, causes or can cause hinder or nuisance to such an extent that a proper implementation of the Project is or can be complicated can be excluded from (continuation of) the Project by the Contractor if it can within reason not be expected of the Contractor that the agreement is complied with vis-à-vis this employee and/or the participant and/or the



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- guest. All costs deriving there from shall be at the expense of the Client, if and to the extent that the consequences of the hinder or nuisance can be attributed to the same or to the relevant employee and/or participant and/or guest.
5. The Client is obliged to forthwith communicate negligence in the implementation of the agreement observed on the spot to the management of the Project on the spot or directly to the Contractor.
 6. The Client is obliged to conclude sufficient liability insurance for the Project.

Article 8 Performances / artists

1. All costs associated with the use of the venue, the use of energy, etc. as well as the compensations payable to Buma/Stemra (Dutch Performance Rights Organisation) shall in addition to the stipulated fee be at the expense of the Client.
2. The Client declares to be familiar with the nature of the work and the performances of the group / artist(s).
3. The Contractor commits to as much as reasonably possible abide by the instructions of the Client in terms of the performance to the extent that they do not prejudice the manner of performance and/or the musical performances of the group / artist(s) and commits to provide for a performance to the best of its ability.
4. The group / artist(s) is (are) entitled to produce a sound level that is common during their performance.
5. The Client shall provide for an orderly course of the performance, in particular by timely imposing such measures as required for the safety of the group/artist(s) as also for their / his / her properties.
6. The Client hereby declares that, without prejudice to its obligations and liability specified above, it shall abide by the instructions of the tour managers and/or companions of the group / artist(s) given in connection therewith before, during and after the performance.
7. If, in the opinion of the Contractor, the Client might remain in default concerning the timely imposition of the aforementioned measures the Contractor shall be entitled to cancel the performance without the payment obligation of the Client (partly) expiring.
8. In case of bodily harm of an artist or an employee of the group / artist(s) or damages to goods of the group / artist(s) during the performance caused by (the conduct of) the audience and/or employees and/or participants and/or guests of the Client who are on or near the stage or in or at the dressing rooms the Client shall compensate the same within 30 days after receipt of a corresponding written request of the Contractor. The factual costs of medical care, general damages, according to the standards developed in Dutch case-law, and the appraised value and/or the repair costs of the goods shall be used as basis for the compensation.
9. If the group / artist(s) on the way to the address where the performance shall take place experience(s) difficulties, of whatever nature, as a result of which it might not be possible to be present at the stipulated location of the performance at the stipulated time, the Contractor shall forthwith inform the Client via the telephone number specified by the Client or personally / orally provided during the Project.
10. The Client guarantees that all permits and/or exemptions required and/or requested for the performance are available. All costs and/or duties associated with the acquisition of these kinds of permits and/or exemptions are at the expense of the Client.



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11. The lack or revocation of any permit and/or exemption shall be at the expense of the Client and shall not be considered to be force majeure on the part of the Client.
12. If the group / artist(s) cannot carry out the stipulated performance as a result of sickness, accident or any other unforeseen circumstance the Contractor shall inform the Client accordingly as soon as possible.
13. The Contractor is entitled to impose requirements with regard to the quality and the layout of the location where the performance shall take place, in particular with regard to the quality level and the scope of the stage as also the free head space above it and the quality of the lighting. A neat and lockable dressing room must be available at the back of the stage at the location of the performance.
14. The group / artist(s) receive(s) a reasonable number of consumptions from the Client, i.e. at least three consumptions per hour per person including breaks and a simple meal.
15. In case of a radio and/or television performance or a performance abroad of the group / artist(s) which can within reason not be combined with the stipulated performance the Contractor shall be entitled to cancel the stipulated performance without any party being able to derive any right to compensation for damages from the same.
16. If the situation specified in paragraph 15 occurs the Contractor shall in consultation with the Client try to establish a different time for the stipulated performance or try to offer a good alternative.
17. Audio, video and/or film recording of the performance is not allowed except with the express approval in writing of the Contractor.

Article 9 Registration and communication activities

1. Registration and communication activities are understood as activities that are carried out to communicate with participants and/or guests of the Client in the broadest sense of the word and which are required to register the information with regard to the participants and/or guests necessary for the Project. The communication takes place by telephone, post, fax, email and/or other internet applications or (website) applications.
2. If, as a result of untimely delivery by the Client of (printed) materials, texts, data or reactions / feedback requested by the Contractor, the registration and communication activities can only timely be carried out by the Contractor by hiring third parties or by performing overtime and the like, the Contractor shall, without prior consultation with the Client, be entitled to the same and the associated costs shall be at the expense of the Client. In case of untimely delivery by the Client of (printed) materials, texts, data or reactions / feedback requested by the Contractor, the Contractor shall be entitled to further establish and/or adjust the date of the implementation of the relevant registration and communication activities.
3. For the benefit of the registration and communication activities the Client and the Contractor can agree to make use of a (website) application and/or disc space to be rendered available by the Contractor.



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4. The Contractor and/or its suppliers / subcontractors shall provide for a regular back-up of all files on the server, including the registered data of participants and/or guests, but shall not bear any responsibility for possible loss of data and the damages for the Client deriving there from.
5. The Client is not allowed to use the (website) application and/or the available disc space for:
 - a) acts and/or conduct in violation of the applicable laws and/or regulations;
 - b) the unsolicited dispatch of large amounts of email with the same content (spamming);
 - c) the breach of copyright protected works or otherwise acts in breach of intellectual property rights of third parties;
 - d) the publication or circulation of punishable texts and/or video or audio material;
 - e) intimidation or harassment in any other manner of people or groups;
 - f) unauthorized penetration into other computers or websites on the internet or the intranet where a security is breached and/or access is acquired through a technical intervention with the help of false signals or a false key, or through the assumption of a false capacity (hacking) and/or the distribution of computer viruses.
6. The Contractor shall not be liable for failure or unavailability of the (website) application and/or disc space rendered available to the Client resulting from failures of the internet and/or failures at the relevant providers, power failures, telephony, and the like.
7. The Contractor shall not be liable for any and all damages of the Client resulting from the fact that the (website) application and/or disc space rendered available by the Contractor is (temporarily) unavailable or available to a limited degree, without prejudice to intent or gross negligence on the part of the Contractor.
8. The Contractor shall not be responsible for securing the (website) application and/or disc space rendered available to the Client against unauthorised access, misuse, whether or not of the registered data and/or confidential information by third parties, loss, damage and/or improper use by the Client, participants and/or guests.
9. The Contractor shall not be liable for any and all damages of the Client resulting from the possible presence of viruses on the information carriers supplied to the Client by the Contractor and/or data supplied or sent by the Contractor via the internet and/or software and/or files. The Client must personally check the supplied and/or sent information carriers and/or data and/or software on the presence of viruses.
10. The Contractor shall not be liable for possible non (untimely) payment by participants and/or guests and the Client indemnifies the Contractor against any and all damages that could derive there from.
11. The Contractor shall at all times be entitled to pass on the costs deriving from too few participants (to be determined at the discretion of the Contractor) to the Client.
12. The Contractor shall not be liable for any and all damages of the Client resulting from a delay of postal items, loss of and/or damage to postal items and/or incorrect delivery of postal items, without prejudice to intent or gross negligence of the Contractor.



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13. During the registration and communication activities the Contractor shall act as the processor within the meaning of the Dutch Personal Data Protection Act ("*Wet Bescherming Persoonsgegevens*" or "*WBP*"). The Client is obliged to as party responsible for this (these) data processing act(s) comply with all obligations pursuant to the WBP. The Client indemnifies the Contractor against any and all damages incurred by the Contractor as a result of noncompliance with this obligation by the Client.

Article 10 Complaint / payment

1. The Client commits to sufficiently inform itself of the performances of the Contractor and of the performances of third parties hired by the Contractor.
2. Complaints must be communicated to the Contractor by registered post not later than five working days after the stipulated date of implementation of the Project, such subject to forfeiture of any claim to any compensation for damages whatsoever.
3. A complaint shall not suspend the payment obligations of the Client to the Contractor.
4. Payment takes place – unless otherwise agreed upon in writing by and between the parties – in the following manner:
 - a) 25% of the project sum upon the conclusion of the agreement (in conformity with article of these General Terms and Conditions);
 - b) 50% of the project sum not later than the day prior to commencement of the Project;
 - c) 25% of the project sum after the conclusion of the Project.

The Client is held to pay the payable amount without any discount or settlement within the payment term specified in the invoice of the Contractor to the Client or within the payment term specified in the agreement, failing which the Client shall automatically be in default.

5. The Contractor shall be entitled to claim payment of an advance of the stipulated fee with regard to the Project and/or the agreement. Payment of said advance must take place after receipt of the invoice and within the payment term specified in the invoice. In case of non (untimely) payment of this advance the Client shall automatically be in default. The Contractor shall then be entitled to dissolve the agreement or to discontinue the implementation of the Project. The latter subject to the Client being held to pay the cancellation costs as specified in these General Terms and Conditions and/or the agreement. This shall not affect the right of the Contractor to claim the demonstrable extra costs. Moreover, the Client shall then be obliged to indemnify the Contractor against any and all claims of third parties involved in the Project.
6. Sent invoices are deemed to have been received one working day after the date of the invoice and to have then been kept without objection.
7. In case the payment term is exceeded the Client shall be held to pay 2% default interest per month, where a part of a month shall be calculated as a full month.
8. All costs incurred by the Contractor to collect the amount due to the same, both extrajudicial costs and judicial costs, are at the expense of the Client. The extrajudicial costs are set at 15% of the claimable amount.
9. Contrary to the statutory prescription periods, the prescription period of all claims vis-à-vis the Contractor and third parties possibly hired by the same amounts to one year after a possible claim has become known.



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Article 11 Closing provisions

1. Dutch law is applicable to all agreements and arrangements by and between the Client and the Contractor.
2. Also in the event the Client holds its registered office abroad or in the event the implementation of the Project takes place, either in whole or in part, abroad Dutch law shall be applicable to disputes between the Client and the Contractor.
3. Disputes between the Client and the Contractor deriving from or connected with the agreement or the implementation of the Project shall be settled by the competent Court.
4. The Dutch (authentic) text of the General Terms and Conditions shall always be decisive for the interpretation thereof.