

General Booking Terms and Conditions

Agency: Gloam

Registration number: 62267264 at the Chamber of Commerce for Amsterdam:

As an agency, we believe in building a harmonious relationship with the artists we represent and the promoters we work with. Our approach is proactive, involving the strategic acquisition of bookings as well as purposeful promotional activities. We view this booking agreement as a collaboration between artist, booking agent and promoter where open dialogue is encouraged and ideas can be freely shared. Our collaboration is based on mutual trust in each others ability and loyalty.

ARTICLE 1: DEFINITIONS

In these General Booking Terms and Conditions the following terms have the following meanings, unless explicitly stated otherwise.

Agreement: the booking agreement, including Hospitality Rider and Technical Rider, entered into by Gloam on behalf of the Artist and the Promotor in connection with any booking of (a Performance of) an Artist.

Artist: the performer, specifically the disc jockey (DJ), for the purpose of the Agreement represented by Gloam and who has undertaken to Gloam to organize and/or present a Performance.

Artist Fee: the agreed sum destined to the Artist in conjunction with his Performance, as part of the Performance Fee to be paid by Promotor to Gloam.

Booking Fee: the agreed sum destined to Gloam in conjunction with its booking arrangement activities, as part of the Performance Fee to be paid by Promotor to Gloam.

Performance Fee: the total sum owed by the Promotor to Gloam for a booking of an Artist and/or Performance, in principal consisting of an Artist Fee and a Booking Fee, excluding VAT and including any levies or contributions that may be payable.

Gloam: the booking agency for artists and the contractual party using of these General Booking Terms and Conditions, having its corporate seat in (1057 XV) Amsterdam at Witte de Withstraat 4.

Promotor: the natural person or legal entity that books one or more Artists and/or Performances at Gloam;

Parties: Gloam and the Promotor collectively.

Performance: the agreed artistic performance to be presented by the Artist.

ARTICLE 2: BOOKING AGREEMENTS AND GENERAL BOOKING TERMS AND CONDITIONS

1. These General Booking Terms and Conditions apply to all offers and all Agreements of Gloam related to bookings and Performances of its Artists. Agreements are binding only after Gloam has confirmed these in writing.
2. Other terms and conditions are part of the Agreement only if and to the extent the Parties have explicitly agreed upon these in writing. Additions or amendments to the General Booking Terms and Conditions or additions or amendments to the Agreement are binding only after Gloam has confirmed these in writing.
3. If any offer or a confirmation of an engagement that includes a reference to these General Booking Terms and Conditions is accepted and retained by the Promotor without any comment, the latter will be deemed to have consented to the application thereof.
4. If any provision of these General Booking Terms and Conditions is wholly or partly inapplicable or valid, this does not affect the applicability or validity of the remaining provisions.
5. Any general terms and conditions customarily used by the Promotor are expressly excluded.
6. Agreements may be concluded solely between Gloam and the Promotor. The Promotor shall refrain from seeking any direct contact and/or concluding any agreement with an Artist without the express prior written consent of Gloam.
7. Gloam is entitled to engage third parties for the purpose of executing the Agreement.

ARTICLE 3: OFFERS

1. All offers, quotations, price lists, delivery dates, etc. submitted by Gloam are without obligation, unless these include a period for acceptance. If any offer or quotation without obligation is accepted by the Promotor, Gloam is entitled to revoke the offer within two business days of the date of receipt of the acceptance.
2. The Promotor cannot derive any rights from images and descriptions contained in offers, brochures, catalogues and other promotional material provided by or on behalf of Gloam. The foregoing data do not bind Gloam.

ARTICLE 4: ARTISTS AND PERFORMANCES

1. The Promotor declares that he/she/it is fully aware of the creative work of the Artist and with the kind or nature of the latter's Performance that has been contracted.
2. The Promotor guarantees that before, during and after the Performance, at least the refreshments and items specified by the Artist in accordance with the Hospitality Rider will be available in the dressing room.
3. The Promotor guarantees that the lighting and sound equipment needed for the Performance and any sound checks, as specified by the Artist in writing, will be available in good time before the start of the Performance and that these will also satisfy the specifications of the Technical Rider, as stated by the Artist.
4. The Promotor shall ensure that any permits or exemptions that may be required in connection with the Performance will be available. If any such permits, etc. are not available, on behalf of the Artist Gloam is entitled to cancel the Performance. In this case, the Promotor's obligation to pay the agreed Performance Fee will continue to exist and the Promotor agrees to indemnify Gloam and/or the Artist against any and all third-part claims due to the cancellation. Without prejudice to the foregoing, Gloam reserves the right to claim full compensation from the Promotor, either alone or also on behalf of the Artist and/or third parties.
5. Gloam shall ensure that the Artist will be at the venue agreed upon in good time before the start of the Performance, with everything that is needed for the Performance, except where the foregoing must be supplied or organized by the Promotor.
6. The venue or location of the Performance will be laid down in the Agreement and is binding. The Promotor agrees to provide a route description.
7. The start time and the duration of the Performance will be laid down in the Agreement and are binding. The start time is approximate only and can never be invoked as a firm deadline vis-à-vis the Artist and/or Gloam. At the request of the Promotor and with the permission of the Artist and the latter's manager, the duration of the Performance may be extended. The Promotor will be charged for such extension as additional work.
8. Gloam is entitled to provide the Promotor with a guest list comprising at least ten (10) persons per Performance.

ARTIKEL 5: PROMOTIONAL MATERIAL

1. The Promotor requires the prior permission in writing of Gloam with respect to the inclusion of the Artist's name, logo, artwork and/or image in the promotional material, in the broadest sense of the word, to be produced. For this purpose, the Promotor agrees to submit a specified number of specimen copies of the promotional material for the approval of Gloam in advance.
2. Promotional material containing the Artist's name and/or image may not be distributed until after Gloam and, if necessary, the Artist has granted written permission for that.
3. The Promotor shall ensure that there will be sufficient promotion and publicity of the Performance and guarantees that the Artist's name, logo, artwork etc. will be stated correctly in all of the Promotor's forms of communication and publicity relating to the Performance.
4. Without the prior permission in writing of Gloam and, if necessary, the Artist, the Promotor may not sell sound and/or image carriers, posters and/or other articles containing the name, portrait, logo, etc. of the Artist at or in the vicinity of the venue or location of the Performance before, during and after the Performance. The Promotor shall take all necessary measures to prevent third parties from offering and/or selling such products.

ARTICLE 6: WARRANTIES & GUARANTEES

1. Gloam warrants that there is no obligation preventing it from performing its obligations arising under the Agreement.
2. Gloam warrants that the Artist is an independent contractor for tax purposes and shall ensure that all statutorily required contributions, levies, deductions, etc. relating to the fee payable to the Artist will be effected in good time. Gloam agrees to indemnify the Promotor in respect of the foregoing. This indemnity does not apply to any remuneration or compensation, whether in cash or in kind, paid directly by the Promotor to the Artist.
3. At the request of the Promotor, Gloam will provide the Promotor with a copy of the Artist's independent contractor statement (*VAR WUO*).
4. Further, the Promotor guarantees that:
 - A. if other people are required to perform work in the relevant room where the Performance is to take place, this work will have been finished in good time before the Artist starts to use the room for the purpose of making preparations there without let or hindrance;
 - B. Gloam, any third parties it engages, and the Artist will have free access to the room where the Performance is to take place and that preparations can be made without let or hindrance;
 - C. a proper dressing room or other room will be available to the Artist, that this room can be properly heated, that it is equipped with a mirror and power supply, and that the relevant room can be properly locked;
 - D. a properly covered stage or a stage that can be properly covered is available, unless otherwise agreed in writing;
 - E. there will be sanitary facilities within a reasonable distance;
 - F. the requested items according to the written statements referred to in Paragraphs 2 and 3 of Article 7 will be present;
 - G. the working environment will satisfy the statutory requirements in respect thereof and that the Artist's safety before, during and after the Performance is safeguarded, *inter alia* by means of sufficient security and other staff, crush barriers, stage hands, etc.;
 - H. the maximum number of persons admitted under the relevant Fire Service Regulations and/or other regulations, whether issued by public authorities or otherwise, in the room where the Performance is to take place will not be exceeded;
 - I. without the prior written permission of Gloam, no audio and/or video recordings will be made of the Performance and that the Promotor will take all necessary measures to prevent third parties from making audio and/or (audio)video recordings of the Performance without permission.

ARTICLE 7: CANCELLATION

1. Cancellation of the Performance by the Promotor is possible only if Gloam grants permission for that. Any oral or written cancellation by the Promotor is not valid unless it has been accepted by Gloam in writing. Where Gloam agrees in writing to the cancellation desired by the Promotor, the latter is liable to pay compensation to Gloam on the basis of the following indicators, to be calculated as follows:
 - A. in the case of cancellation in the period from 60 (sixty) days before the agreed date of the Performance, the Promotor is liable to pay compensation amounting to 50% of the Artist Fee and 100% of the Booking Fee;
 - B. in the case of cancellation in the period within 60 (sixty) days before the agreed date of the Performance, the Promotor is liable to pay compensation amounting to 100% of the Artist Fee and 100% of the Booking Fee;
2. Without prejudice to the foregoing, Gloam reserves the right to claim full compensation from the Promotor, including costs of travel and accommodation, whether alone or also on behalf of the Artist and/or third parties.
3. Gloam is entitled to cancel a Performance for reasons of its own until two (2) weeks before the agreed date of the Performance, with reimbursement (and with crediting of any part) of the Performance Fee (or any part thereof) already paid by the Promotor to Gloam, or with crediting of the agreed Performance Fee if the fee has not yet been paid to Gloam. Apart from the reimbursement or crediting of the Performance Fee or any part thereof, neither Gloam nor the Artist will be liable to compensate the Promotor and/or third parties for any other amounts that may be claimed, of whatever nature.
4. Except in the case of force majeure for example due to illness of the Artist, cancellation by Gloam of a Performance in the period from two (2) weeks before the agreed date of the Performance until the date of the Performance is permitted when the Artist has a television or radio performance, a performance abroad or any other promotional performance or any other obligation at the date of the Performance, the day before it and/or the day after it. Neither Gloam nor the Artist will be liable to pay compensation to the Promotor and/or third parties. In this case, the Promotor (or third parties) will not be entitled to claim any compensation from Gloam. Any

Performance Fee paid in advance will be refunded to the Promotor.

5. In the cases referred to in Paragraphs 3 and 4 of this article, Gloam may submit one or more reasonable proposals to the Promotor for a substitute artist, or to change the Performance into another date in consultation with the Promotor, without Gloam being required to refund or credit the Performance Fee or any part thereof that has already been paid. The Promotor must inform Gloam in writing whether or not he/she/it wishes to agree to the proposals within 48 hours of the cancellation and the submission of the proposals by Gloam.

6. Gloam is entitled to cancel the Performance if the Promotor fails to meet the relevant payment obligations in due time. In this situation, the Promotor's obligation to pay the Performance Fee as well as costs of travel and accommodation continues to exist at all times and the Promotor agrees to indemnify Gloam and/or the Artist against any and all third-party claims due to the cancellation.

ARTICLE 8: INABILITY TO EXECUTE THE AGREEMENT AND FORCE MAJEURE

1. If, during the preparation and/or execution of the agreed activities, it turns out that these cannot be executed, either as a result of circumstances that are unknown to Gloam or as a result of force majeure, Gloam is entitled to demand that the engagement awarded to it be changed such as to enable it to execute the Agreement, unless such execution will never be possible as a result of the unknown circumstances or the force majeure. In that case, Gloam is entitled to full compensation for the activities it has already performed.

2. Where Gloam and/or the Artist cannot perform its/his obligations under the Agreement concluded with the Promotor due to non-attributable non-performance on the part of Gloam, or on the part of the Artist or other third parties engaged by Gloam for the purpose of executing the Agreement, or where Gloam is confronted with another substantial reason, Gloam is entitled to dissolve the Agreement concluded between the Parties or to suspend the performance of its obligations toward the Promotor for a period to be determined by it, without being liable to pay any compensation. If this situation arises when part of the Agreement has already been executed, the Promotor is required to fulfil his/her/its obligations towards Gloam until that time.

3. Circumstances indicative of non-attributable non-performance include the following:

- war, terrorism, riots, mobilisation, domestic and foreign disturbances, government measures, strikes, and lock-outs, or the threat of these or similar circumstances;
- illness of the Artist; on request submitted within 24 hours following the sickness report to the Promotor, a medical certificate may be drawn up by an independent doctor at the Promotor's expense;
- disruption of the exchange rates existing at the time of the conclusion of the Agreement;
- disruption of business operations as a result of fire, accident or other events;
- Acts of God;
- government measures that prevent the Artist from giving his Performance or that place a disproportionate burden on the Performance;

all this being irrespective of whether Gloam, the Artist or other third parties engaged by it for the purpose of executing the Agreement fail to perform the relevant contractual obligations or fail to perform them in good time.

4. If the Promotor fails to meet his/her/its obligations vis-à-vis Gloam promptly in any way, in the case of cessation of payments, an application for court-ordered suspension of payments, (application for) bankruptcy, attachment of assets under a writ of execution, assignment of an estate or the liquidation of the business of the Promotor, all debts owed by the latter to Gloam under any Agreement are immediately and fully due and payable.

ARTICLE 9: COPYRIGHTS AND NEIGHBOURING RIGHTS

The Promotor undertakes to pay all statutorily required taxes and make all relevant payments for copyrights and/or neighbouring rights and the like related to the Performance, including payments to collecting societies, such as BUMA/STEMRA, PRS and SENA, SIMIM and the like. If applicable, the Promotor will advise Gloam in writing when returning this contract the rate of the said collecting societies (or the local equivalent performance royalty) and will supply Gloam with a receipt for the same specifying in detail the amount paid on the performance[s] on this contract within 14 days of the show/performance.

ARTICLE 10: PRICES

1. All prices quoted by Gloam are exclusive of VAT and any other government levies, unless explicitly stated otherwise.

2. A. If any changes are made by the government and/or trade unions in wages, terms and conditions of

employment, social insurance schemes and the like between the date on which the Agreement is concluded and the execution of the Agreement, Gloam is entitled to pass on the increases to the Promotor.
If a new price list is issued by Gloam and takes effect between the dates referred to above, Gloam is entitled to charge the Promotor the prices specified therein.

ARTICLE 11: PAYMENTS

1. Payments must be made no later than 14 (fourteen) weeks before the agreed date of the Performance or, if the Agreement includes a specific payment date (or payment dates), no later than that payment date (or payment dates), unless the parties have agreed otherwise separately and in writing. Additional work must be paid within the payment term defined in the relevant invoice.
2. If any payment has not been received by Gloam in a timely fashion and/or in full in accordance with paragraph 1 or after the expiry of the payment term as defined in paragraph 1:
 - A. the Promotor will owe Gloam default interest, being the interest at the statutory rate as referred to in Article 119a of Book 6 of the Dutch Civil Code;
 - B. the Promotor will owe the legal costs (including but not limited to the extrajudicial costs up to 15% of the Promotor plus the relevant interest as well as the judicial costs) of Gloam.
3. In the situations mentioned above or in similar situations, including, in any case, the situation referred to in Article 11(2), Gloam may, at its sole discretion, dissolve the Agreement either wholly or partly, whether in combination with a claim for damages or otherwise, without any notice of default or judicial intervention being required.
4. If the Promotor has failed to meet his/her/its payment obligations, Gloam, is entitled, in addition to cancelling the Performance under Article 7(6) of these General Booking Terms and Conditions, to suspend the performance of its own obligations towards the Promotor in respect of delivery or services to be performed until the relevant payment has been made or proper security in respect thereof has been provided. The same applies before the date on which default commences if Gloam has reasonable suspicion to doubt the Promotor's creditworthiness.
5. Payments made by the Promotor will first be applied to settle all interest and costs payable and subsequently will be applied to settle the due and payable debt or invoice which has been outstanding for the longest period, even though the Promotor states that the payment relates to a later invoice.
7.
 - A. If the Promotor has or acquires any counterclaims, of whatever nature, against Gloam, the Promotor agrees to waive the right of setoff with respect to such claim(s). This waiver of the right of setoff also applies if the Promotor applies for court-ordered suspension of payments or is declared bankrupt.
 - B. The provision under 7 A of this article is not applicable if the Promotor is a natural person not acting in a professional or commercial capacity.

ARTICLE 12: COMPLAINTS

1. The Promotor may lodge duly reasoned written complaints relating to the execution of the Agreement with Gloam within 24 (twenty four) hours after the Performance. Any oral complaint must be followed up by an immediate written confirmation thereof, within the said term.
2. If a complaint has not been lodged with Gloam within the said term, the Agreement will be deemed to have been properly executed.
3. Complaints do not suspend the Promotor's payment obligations.
4. Gloam must be given the opportunity to investigate the complaint.
5. If the complaint is justified, the relevant loss or damage will be settled in accordance with the provisions of Article 13.

ARTICLE 13: LIABILITY AND INDEMNITY

1. The Promotor is liable for any damage that has arisen before, during or after the Performance to sound and lighting systems and other equipment and/or possessions of Gloam and/or the Artist's that were present at the venue and/or dressing room as a result of, but not limited to any act or omission of the Promotor, his/her/its staff, the audience present at the Performance or disruptions in the power supply, leakage, etc.
2. The Promotor has to take out adequate insurance in the context of the execution of the Agreement and the Performance.

3. Gloam will discharge its duties in such a manner as may be expected of a business in its sector, but it accepts no liability at all for any damage or loss, including consequential loss, caused by its acts or omissions, in the broadest sense of the word, except where such damage or loss is attributable to its gross negligence and/or intent. The same limitation applies to Artists, employees or other third parties engaged by Gloam for the purpose of performing its work.
4. Without prejudice to the provisions of the other paragraphs of this article, the liability of Gloam – by whatever reason – is limited to the agreed Booking Fee. Compliance with this provision is regarded as the only and as full compensation.
5. Without prejudice to the preceding paragraph of this article, Gloam and/or the Artist is never required to pay compensation that exceeds the amount insured, to the extent that the damage or loss is covered by the insurance taken out by Gloam.
6. In all cases the period within a claim for compensation can be brought against Gloam and/or the Artist is limited to 12 months.
7. The Promotor loses his/her/its rights towards Gloam, is liable for any and all damage or loss, and agrees to indemnify Gloam and/or the Artist against any and all third-party claims for compensation, if and to the extent:
 - A. such damage or loss has been caused by the Promotor giving inaccurate and/or incomplete information to Gloam and/or the Artist;
 - B. such damage or loss has been caused by the Promotor's failure to act in accordance with the instructions or advice given by Gloam and/or the Artist;
 - C. such damage or loss has been caused by errors or inaccuracies with respect to data, materials, information carriers, and the like that were given and/or prescribed by or on behalf of the Promotor to Gloam.
8. The Promotor also agrees to indemnify Gloam and/or the Artist against any and all damage or loss and claims of third parties, including all judicial or extrajudicial costs incurred as a result of the Promotor's failure to comply with the warranties or guarantees specified in these General Booking Terms and Conditions or to satisfy the other obligations assumed by the Promotor under the Agreement.

ARTICLE 14: BANKRUPTCY; NO POWER OF DISPOSITION, ETC.

Without prejudice to the other articles of these General Booking Terms and Conditions, the Agreement concluded between the Promotor and Gloam will be dissolved without judicial intervention and without any notice of default being required, if and when the Promotor is declared bankrupt or there will be filed an application for bankruptcy, applies for court-ordered suspension of payments, is affected by attachment of assets under a writ of execution, is placed under curatorship or an administration order, or if or when the Promotor loses the power of disposition or capacity to contract with respect to his/her/its assets or any parts thereof for any other reason, unless the trustee in the bankruptcy or the administrator appointed for the suspension of payments recognizes the obligations arising under the Agreement as an estate debt.

ARTICLE 15: GOVERNING LAW/COMPETENT COURT

1. The Agreement(s) concluded between Gloam and the Promotor will be governed exclusively by Dutch law. Accordingly, any disputes arising under such Agreement(s) will be settled exclusively in accordance with Dutch law.
2. All disputes will be referred exclusively to the competent court in Amsterdam, the Netherlands.