

SIGNED BY® GENERAL CONDITIONS GOVERNING ASSIGNMENTS FOR CLIENTS

Article 1 Definitions

In these General Conditions, the terms below are defined as follows, unless explicitly indicated otherwise.

- a. the Contractor: Signed By®;
- b. the Client: the party that has assigned Signed By® to perform the relevant tasks and services;
- c. Agreement: each verbal and written agreement entered into by Signed By® (as the Contractor) with the Client, by virtue of which Signed By® commits itself to advise, to organise, to arrange for the preparation of parts of an event, the organisation and/or production of an event or a part thereof or services forming a part thereof (such as a dinner, an activity), together with the performance of services and/or tasks and/or the delivery of goods in that context, as well as all (legal) acts in preparation for the aforesaid Agreement;
- d. event: a generally private meeting, conference, symposium, party or other event organised at the expense and risk of the Client in which Signed By® has an input in its capacity as the Contractor via a private agreement;
- e. offer: the estimated costs attaching to the services and/or tasks and/or delivery of goods, whether listed in specific or not so specific terms;
- f. bid: an offer within the meaning of the Dutch Civil Code which may or may not be accepted;
- g. design: the proposed plans, drafts, designs, models, and items for presentation (work drawings and/or other material items);
- h. products: component parts, materials and consumables, whatever their form or name given thereto and whether or not manufactured on the basis of a design;
- i. in writing: the sending of notifications either by ordinary post, by registered mail, by fax or by email, including the delivery by hand of notifications in writing, all at the expense and risk of the sender.

Article 2 General

- 1. These General Conditions apply to the formation, content and performance of each Agreement concluded by Signed By® with a Client, and to all offers and other acts intended to have legal effect and legal relationships between Signed By® and the Client, except where expressly provided for in writing that they are inapplicable, wholly or in part.
- 2. The applicability of any of the Client's General Conditions or other terms and conditions referred to by the Client is specifically excluded. Such terms and conditions will apply only where agreed to in writing by Signed By® and moreover only with respect to the agreement in question.

Article 3 Offers and bids

- 1. All offers and bids emanating from Signed By® are without obligation and can be withdrawn. They remain valid for 14 days, unless stated otherwise. Signed By® will be bound by the terms of its offers provided that they have been confirmed in writing by the other party within 14 days, unless stated explicitly otherwise.
- 2. All information and/or details provided along with offers etc. are for approximation purposes only and will only be binding on the Contractor approach where expressly provided for in writing in the offer etc.

3. Signed By® reserves the right even after acceptance of the bid by the Client to cancel the order or assignment it received without incurring any regulatory consequences. Such cancellation will take effect promptly upon notification of the said acceptance by the Contractor.
4. The prices listed in the bids and offers are exclusive of travel and accommodation expenses in the Netherlands and abroad, except where expressly stated otherwise.
5. A combined quotation does not oblige Signed By® to perform part of the assignment for a corresponding part of the quoted price.
6. Everything made available by Signed By® in the context of a bid, offer or Agreement, such as data, designs and instructions for use, shall at all times remain the (intellectual) property of Signed By® and in the absence of prior permission in writing from Signed By® may not be duplicated and/or made public, unless otherwise agreed in writing.
7. The conditions presented by Signed By® to the Client when making bids and offers do not automatically apply to future assignments.

Article 4 Performance of the Agreement

1. In the performance of the Agreement, all parties thereto shall exercise their utmost endeavours to the best of their knowledge and ability in accordance with high standards.
2. No rights may be derived by third parties in connection with the Agreement concluded between the Client and Signed By® or in connection with the services and tasks performed by Signed By® and/or the results thereof.
3. Signed By® performs all granted assignments exclusively on behalf of the Client, notwithstanding the provisions of Book 7, Sections 404, 407 (2), 408 (2) and 409 of the Dutch Civil Code.
4. In the performance of their tasks, all parties to the Agreement shall comply with all government regulations, and with the safety regulations in particular.
5. In performing the Agreement, Signed By® shall be at liberty at any time to assign third parties to execute the tasks arising in connection therewith. Signed By® shall act as a responsible contractor when assigning third parties.
6. Except where stated unambiguously in the context of the Agreement that an agreed date and time are to be regarded as a strict deadline, all notified dates and times shall be regarded as approximate only and failure to meet these deadlines will not entitle the Client of Signed By® to demand any compensation and/or termination of the Agreement.
7. Where agreed that the Agreement is to be executed in phases, Signed By® shall be at liberty to suspend performance of tasks pertaining to the subsequent phase until such time as the Client has approved in writing the results of the preceding phase.
8. Unless otherwise agreed, the Client shall not be at liberty to assign the performed tasks for purposes other than those for which they had been specified under the terms of the Agreement with Signed By®.
9. In the absence of permission from Signed By®, the Client shall not be at liberty to make any changes to the performed tasks.
10. Arrangements or agreements with, or announcements made by persons employed by Signed By®, subcontractors or other persons assigned by Signed By® in connection with services and/or tasks performed or to be performed, will only be binding on Signed By® provided always that such persons are authorised in this regard and/or provided that the relevant arrangement or agreement has been approved in writing by Signed By® management.

Article 5 Responsibilities of the Client

1. The Client undertakes to insure all risks connected with the tasks and/or acts and/or omissions arising in connection with the performance of the assignment, including any tasks and/or actions and/or omissions on the part of its assigned third parties. In any event the client shall be obliged to take out a standard business liability insurance and, if applicable, a professional indemnity insurance. In addition, the Client shall ensure that the aforesaid insurance coverage will also extend to all employees, freelancer workers and assigned third parties and to all items made available by Signed By® in the performance of the Agreement. The Client shall be obliged to furnish copies of the said insurance policies forthwith on request by Signed By®.
2. Unless otherwise agreed, the Client shall at all times make arrangements at its own expense for all necessary measures to be in place to guarantee the safety of the Client's artists, visitors and personnel including all persons present on behalf of Signed By® at the event organised pursuant to the contract for services. Where inadequate measures are or have been put in place by the Client to guarantee the safe performance of an event, Signed By® shall be at liberty to cancel the event wholly or in part, and no compensation or discount may be demanded as a consequence by the Client in connection with the contract price agreed with Signed By®.
3. The responsibility lies at all times with the Client concerning all advertisements, promotional items (including but not limited to adverts), developed promotional concepts or ideas and invitations to events connected with the performance of the Agreement, irrespective of whether the Client was advised about this by Signed By® and irrespective of whether executed wholly or in part by Signed By®. The Client shall itself arrange for the authorisation from third parties or any permits that may be required in connection with the performance of an agreement, unless otherwise agreed in writing.
4. The Client will be wholly responsible for any act or omission on the part of visitors at an event organised by Signed By® under the terms of an Agreement.
5. The Client shall indemnify Signed By® against all claims from third parties (including, but not limited to claims emanating from participants and visitors at events) that may arise during or in connection with the performance of the Agreement following loss or damage suffered by such third parties, unless (and in so far as) said loss or damage is exclusively the consequence of an intentional act or gross negligence on the part of Signed By® or its superiors.

Article 6 Return of items made available

1. Where goods are made available by Signed By® to the Client in the performance of the Agreement, the Client shall be obliged to return these items in full and in their original condition, free of defects, within 7 days after the tasks or services arising in connection with the Agreement have been concluded. Should the Client fail to comply with this obligation, all ensuing costs will be payable by the Client.
2. If, for whatever reason, the Client remains in default of the obligation referred to in the previous clause after receiving due notice thereof, Signed By® shall be at liberty to recover the ensuing damages and costs, including the repair or replacement costs, from the Client.

Article 7 Changes in the Agreement and contract extras

1. Signed By® shall be at liberty, in principle subject to approval in writing from the Client but in urgent cases without having to notify or consult the Client, having regard at all times to the requirements of reasonableness and fairness, to replace items and/or to make changes in the agreed activities or to perform additional work, and to charge for same, where this is deemed necessary for the proper performance of the agreed activities or where such is necessary in the light of new or amended (government) regulations.
2. Where it is agreed between the parties that the Agreement is to be amended or added to, this may impact on the completion of the relevant tasks. Signed By® shall notify the Client as soon as possible in such circumstances.

3. Where a fixed fee has been agreed with the Client, Signed By® shall indicate the extent to which such changes or additions to the Agreement will lead to budget over or underruns and will furnish the Client accordingly with an invoice for contract extras.

Article 8 Responsibilities of Signed By®

1. Signed By® shall be at liberty to assign third parties in the performance of the assignment. Where involved in the storage and use, adapting and processing of goods entrusted to Signed By® by or on behalf of the Client, they shall treat these goods with the same level of care as they would treat their own goods.
2. Notwithstanding the further limitations of liability referred to in clauses 3 to 7 below, Signed By® shall not be held liable for any shortcoming in the performance of any bid and/or agreement, nor in respect of any unlawful act, unless (and in so far as) this is due to an intentional act or gross negligence on the part of Signed By® and/or its superiors.
3. Signed By® accepts no liability whatsoever for the content of advice it provides in connection with the performance of the Agreement which has been acted upon by the Client. Such advice is entirely at the expense and risk of the Client. For the purpose of this provision, the term 'advice' is to be read in the broadest sense
4. Under no circumstances shall Signed By® be held liable with regard to indirect loss, consequential loss or direct trading loss.
5. Under no circumstances shall Signed By® be held liable for any loss or damage caused by (a shortcoming or unlawful act or omission on the part of) its assigned third parties, its service providers and/or suppliers, including the personnel of these service providers and/or suppliers, who have been deployed by Signed By® in connection with or for the purpose of performing (a part of) the Agreement.
6. In any event the total liability on the part of Signed By® is limited to its maximum contract price. The above limitations and exclusions of liability apply also in regard to the employees of Signed By® and/or its assigned third parties.
7. Notwithstanding the foregoing and without prejudice thereto, any liability on the part of Signed By® in respect of loss or damage will be limited in all instances to the amount for which such loss or damage was covered under the terms of its public liability insurance (and provided always that the insurer agrees to pay out). Under no circumstances shall Signed By® be held liable for any damages in excess of those provided for under the public liability insurance cover and/or any other damages.
8. Signed By® shall not be held liable for any errors and/or failures in the performance of the assignment where due to the conduct and actions of the Client and/or third parties assigned by or on behalf of the Client, including but not limited to the following instances:
 - non-delivery or late delivery of materials, correct details or information;
 - faulty designs which already had been approved by the Client prior to the completion of the assignment or which the Client failed to approve prior to the completion of the assignment;
 - defects at the location in which the event is held despite previously furnished information;
 - shortcoming in (payment) obligations, including a failure to promptly and/or fully pay monies owing to third parties.
9. All claims arising in connection with liability on the part of Signed By® will lapse upon expiration of a period of four months after completion of the tasks and/or termination of the assignment.

Article 9 Fees

1. Upon formation of the Agreement, a fixed fee can be agreed between the parties. If no fixed fee is agreed, the fee will be determined on the basis of actual hours of service provided or based on another measurable and agreed system. The fee will be calculated on the basis of the (hourly) rates chargeable

by Signed By® for the period in which the services and/or tasks will be performed, except in the event that a different rate has been agreed.

2. All fees and cost estimates are exclusive of VAT.
3. All fees and costs payable to Signed By® will be charged for in accordance with an invoicing system devised by Signed By®, unless otherwise agreed.
4. All costs, down payments, advance payments and upfront fees that are payable by Signed By® to third parties in the performance of the Agreement will be charged for in advance by Signed By® to its Client. Said payments to third parties will only be made by Signed By® once it has received all of the relevant due amounts from its Client.
5. Signed By® shall be entitled to charge on price increases even in the event that a fixed fee has been agreed between the parties, on condition that Signed By® can show that its costs have risen demonstrably between the date of the bid and the delivery of the service.
6. Signed By® will also be entitled to increase the fee if it transpires during the performance of the tasks that the originally agreed and/or anticipated volume of work has been underestimated to such an extent upon formation of the Agreement, and non-attributably to Signed By®, that Signed By® cannot be expected within reason to perform the agreed tasks for the originally agreed fee.

Article 10 Payment

1. All invoices issued by Signed By® must be paid in full with no deferment or set-off within 14 days of the invoice date (unless specified otherwise), in Euro and in accordance with the procedure specified by Signed By®.
2. Where Signed By® is obliged to make payments to third parties in the performance of the Agreement and these costs have been charged in advance to the Client, such costs must be paid in full to Signed By® by the Client no later than 7 days before the end of the period specified by the third party.
3. Unless agreed to otherwise by the parties or provided for differently in the invoicing system, the last instalment amount must be received by Signed By® no later than four weeks prior to the commencement of an event.
4. Where payment is not received within the period(s) referred to above, Signed By® shall be at liberty to suspend performance of its tasks without any further notice of default being required.
5. Where the Client remains in default of its payment obligations within the period referred to above, the Client shall be in default by operation of law. In such circumstances, the Client will be charged interest at a rate of 2% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate will apply, plus the collection costs, calculated on the basis of the collection rates of the Netherlands Bar Association. The interest on the amount due will be charged as from the date on which the Client is rendered in default to the date on which full payment is received.
6. All debts owed by the Client to Signed By® will be payable forthwith in the event that the Client is subject to liquidation, bankruptcy, attachment or a suspension of payments.
7. Signed By® has the right to offset payments it received from the Client firstly against the costs, then against the outstanding interest and finally against the principal and current interest payments. Signed By® shall be at liberty, without being rendered in default, to refuse a payment if the Client should specify a different order for the allocation of payments. Signed By® may refuse to accept full repayment of the principal in the event that this does not include the outstanding and current interest payments and costs.

Article 11 Retention of title

1. All items delivered by Signed By® and held by the Client, including all designs, sketches, drawings, films, software, (electronic) files and the like shall remain the property of Signed By® until such time as the Client has paid all of its debts to Signed By®. This retention of title shall also apply with respect to all debts owing to Signed By® in connection with all quid pro quos for all goods and services delivered or to be delivered or tasks performed or to be performed by Signed By® for the Client under the terms of the Agreement, likewise with respect to the claims arising pursuant to failure to comply with such agreements.
2. The Client is not at liberty to pledge or to alienate by any other means the items to which the retention of title pertains.
3. Should the goods to which the retention of title pertains be subject to attachment by third parties or subject to the enforcement of rights by or on behalf of third parties, the Client shall bring this to the immediate attention of Signed By®. In default of this, Signed By® shall be at liberty to terminate the Agreement forthwith.
4. The Client of Signed By® undertakes to insure the goods to which the retention of title pertains and to keep these insured against fire, explosion and water damage and theft and shall on request by Signed By® present the policy for this insurance for purposes of inspection.
5. All goods supplied by Signed By® to which the retention of title pertains pursuant to clause one of this Article may only be sold on within the context of normal business operations and must never be used as a means of payment.
6. Should Signed By® opt at any time to exercise the proprietary rights referred to in this Article, the Client hereby grants an unconditional and irrevocable permission to Signed By® or to its assigned third parties to access all locations at which the property of Signed By® is held and to repossess these goods.

Article 12 Complaints

1. Complaints relating to services provided and/or tasks performed must be notified by the Client in writing to Signed By® within 8 days of discovery thereof and no later than within 14 days of completion of the tasks in question. The notice of default must include an as detailed as possible description of the default in order to enable Signed By® to respond adequately.
2. Where defects are found, Signed By® shall at all times be afforded the opportunity by the Client to respond adequately within the agreed delivery period for a phase or assignment and, if possible, must be afforded the opportunity to remedy the defects.
3. Where a complaint is valid, Signed By® shall perform the requisite services and/or tasks at a later date, unless this has been rendered demonstrably meaningless where the Client is concerned. In such circumstances, Signed By® should be informed thereof in writing by the Client.
4. Where the execution of the agreed services and/or tasks is no longer possible or appropriate at a later date, Signed By® shall be held liable only to the extent permitted under these Conditions.

Article 13 Suspension, default and termination

1. Signed By® shall be at liberty to suspend performance of its obligations or to terminate the Agreement in the event that:
 - a. the Client fails to meet or fully meet its obligations under the Agreement;
 - b. circumstances come to the attention of Signed By® after the formation of the Agreement which give it good reason to assume that the Client will fail to meet its obligations. If there is good reason for assuming that the Client will only partly or improperly meet its obligations, performance of the Agreement may be suspended provided that the nature of the default justifies same;

- c. the Client is declared bankrupt, applies for a moratorium, closes down or winds up its business, offers a composition, is rendered insolvent (incl. due to failure to pay one or more invoices) or is subject to an attachment, likewise in the event that the Client is unable to meet its obligations due to force majeure circumstances;
 - d. the Client was asked upon formation of the Agreement to provide security towards compliance with its obligations under the Agreement and this security is not forthcoming or is insufficient.
2. Signed By® shall be entitled to arrange for the termination of the Agreement if any circumstance should arise which renders compliance with the Agreement impossible or no longer demandable in accordance with the standards of reasonableness and fairness, or if any other circumstances should arise which render continuation of the Agreement in its present state unlikely within reason.
 3. Should the Agreement be terminated, all debts owing to Signed By® by the Client shall be payable forthwith. Where Signed By® suspends performance of its obligations, it shall retain its claims under the law and the Agreement.
 4. Signed By® shall at all times retain its right to claim compensation.

Article 14 Cancellation by the Client

1. The Client shall have the right to cancel the event or a part thereof or to cancel the agreed service or (part) activity as agreed with Signed By® on condition that the following percentage of the agreed contract price for full performance of the Agreement will be paid in full by the Client:
 - a) in the event of postponement or cancellation in the period between 12 and 9 months prior to the commencement date, at least 10% of the full contract price;
 - b) in the event of postponement or cancellation in the period between 9 and 6 months prior to the commencement date, at least 25% of the full contract price;
 - c) in the event of postponement or cancellation in the period between 6 and 3 months prior to the commencement date, at least 50% of the full contract price;
 - d) in the event of postponement or cancellation in the period between 3 and 2 months prior to the commencement date, at least 75% of the full contract price;
 - e) in the event of postponement or cancellation in the period between 1 month prior to the commencement date and the commencement date proper, 100% of the full contract price.

Article 15 Intellectual property rights

1. The Client undertakes to respect all existing and future intellectual property and ancillary rights belonging to Signed By® or its licensors as the case may be, including but not limited to copyright, patent rights, trademark rights, and rights to databases.
2. The client acknowledges that, unless provided for otherwise in writing, Signed By® is and/or shall remain the entitled party with respect to the ownership of all existing and future intellectual property and ancillary rights (in so far as not held by third parties), including but not limited to copyright, patent rights, trademark rights, neighbouring rights and rights to databases which pertain to or relate to all objects, materials, works, models etc. that have been developed, commissioned or made available by the Contractor within the framework of the (performance of the) Agreement. The same applies with respect to all worked-out ideas, proposals, concepts, methods etc. developed by Signed By® within the framework of the Agreement.
3. The Client shall only be at liberty to make use of the objects, materials, works, models, ideas, proposals, concepts or methods referred to in clauses 1 and 2 above within the Client's company and solely on

condition that this usage is connected within reason to the relevant event and has been permitted under the terms of the Agreement with Signed By®.

4. No audio or visual recording of an event or of an artist appearing under the terms of the Agreement may be made and/or used unless authorised by Signed By®. The Client agrees to respect at all times where applicable the rights of third parties pertaining to the objects, materials, works, models, ideas, proposals, concepts or methods used within the framework of the performance of the Agreement. Where applicable, licence fees for (further) use of these objects, materials, works, models, ideas, proposals, concepts or methods, including but not limited to fees payable to Buma/Stemra (Dutch Performance Rights Organization) and the Foundation for the Exploitation of Neighbouring Rights (SENA) are not included in the contract price or the Fee and are payable by the Client.
5. Unless agreed to otherwise in writing, the Client shall refrain from making use and shall not arrange for use to be made of the ideas, proposals, concepts or methods whether worked-out or otherwise by Signed By® or third parties if these pertain to (the performance of) the Agreement or to the products or services relating thereto, other than in liaison with Signed By®, nor shall the Client reuse same for purposes of an event / service / activity.
6. In the event of any (alleged) infringement of the rights referred to in this Article, the Client shall indemnify Signed By® against claims of any kind from third parties arising in connection with any infringement by the Client or its employees or assigned third parties or visitors to and participants at the events that it has organised.
7. In making available materials or works of any kind to Signed By® within the context of the Agreement, the Client shall grant Signed By® irrevocable permission to make whatever use it desires of such materials or works, provided such is required within reason for the proper performance of the Agreement. The Client warrants that the materials and works furnished to Signed By® do not violate any rights of third parties and shall indemnify Signed By® against claims of any kind filed in relation therewith by third parties.
8. All ideas, proposals, concepts, methods and the like which relate to and arise in connection with the Agreement and the products or services delivered in connection therewith may be developed and (further) used by Signed By® in any manner whatsoever. Signed By® shall be at liberty at any time to use the products or services it provides to the Client or to make use of the Client's project or event to generate publicity for its own benefit.

Article 16 Termination

1. Notwithstanding its other rights, Signed By® shall be at liberty to terminate the Agreement wholly or in part without any further notice of default being required by notification in writing in the event that:
 - The Client fails to comply with one or more of its obligations under the Agreement;
 - the Client is declared bankrupt, applies for a (provisional) moratorium, closes down or winds up its business, or if an attachment is levied on a considerable portion of its assets or it transfers its business to third parties.
2. Where Signed By® (or a third party assigned by same) has already been performing services at the time of the termination in accordance with the terms of the Agreement, these services and the Client's subsequent payment obligations towards Signed By® cannot be undone. Amounts that had been invoiced by Signed By® prior to the termination or amounts still to be invoiced by Signed By® after the termination in connection with services that had been performed or delivered under the terms of the Agreement prior to the said termination shall be payable nonetheless and fall due forthwith at the time of the termination.

Article 17 Indemnifications

1. The Client shall fully indemnify Signed By® against all compensation claims from third parties arising from any loss or damage incurred in connection with the performance of the Agreement, except and in so far as the loss or damage is the direct consequence of intent or wilful recklessness on the part of persons charged with the management of Signed By®. In the event of such claims, the Client shall fully compensate Signed By® forthwith on demand.
2. If the Client provides Signed By® with data carriers, electronic files or software etc., the Client warrants that the data carriers, electronic files or software contain no viruses or defects.

Article 18 Force majeure

1. If the parties are unable to perform their respective obligations due to force majeure, the fulfilment of obligations will be suspended for the duration of the force majeure circumstances. If the inability to perform their respective obligations persists owing to the force majeure circumstances, the parties will no longer be obliged to meet their contractual obligations. The parties shall not be at liberty in the event of force majeure circumstances to claim compensation in respect of losses sustained.
2. Under these General Conditions, force majeure shall mean (aside from its interpretation under the law and case law) all external causes in respect of which Signed By® can exercise no influence and due to which it is unable to comply with its obligations. Where Signed By® is concerned, the following circumstances are examples of situations in which force majeure may be justifiably invoked: failure or delay on the part of suppliers to meet their obligations, sickness amongst staff and/or assigned third parties, failure or delay in securing the license and/or authorisation necessary for the performance of the Agreement, "no show" by artists, faults in equipment and means of transport, loss of or damage to materials during transport, fire, work strikes, traffic impediments, lack of raw materials, consumables, power, a demonstrable increase in demand on the part of Clients, frost, flooding, storm, black ice, snow and other weather conditions which cause a hindrance.
3. Signed By® shall also be entitled to invoke force majeure in the event that the circumstance which prevents (further) compliance arises after the date on which Signed By® had been compelled to meet its obligations.
4. If the force majeure circumstance persists for more than two months, the parties shall be at liberty to terminate the Agreement and will be under no obligation to compensate each other as a result.
5. Where Signed By® has already complied or will be in a position to comply with some of its obligations under the Agreement by the time of the occurrence of the force majeure circumstances, and a value can be ascribed to such services whether rendered or yet to be rendered, Signed By® shall be at liberty to charge separately for the said tasks which have been performed or are yet to be performed. A Client of Signed By® is obliged to pay these invoices as if they formed part of a separate Agreement.

Clause 19 Confidentiality

Throughout the duration of this Agreement and thereafter, the Client shall treat as confidential all information concerning (the business operations of) Signed By® and all matters coming to its attention regarding the performance of the Agreement. The Client agrees not to divulge this information to third parties unless authorised to do so in writing by Signed By®. In the event of a violation of this order, Signed By® shall be at liberty to recover the loss from the Client.

Article 20 Applicable law and disputes

1. The legal relationship between Signed By® and its Client is subject exclusively to Dutch law.
2. In the event of a dispute, the parties will only refer this to the courts after they have made every effort to reach an amicable solution.

3. Where no amicable solution has been found, all disputes will be referred to the District Court of Amsterdam, which is hereby designated as the competent court of jurisdiction.