



Definitions:

Client: the natural person or legal (entity) who entered an agreement with **We Are E** through a booking confirmation or otherwise entered an agreement with **We Are E**.

We Are E: agency with registered office and place of business in (1014 AK) Amsterdam, at Transformatorweg 30 registered with the Chamber of Commerce in Amsterdam under number: 75185202

Artist: the natural person or persons who are to perform at the event as specified in the booking confirmation between **Client** and **We Are E** which is subject to these terms and conditions.

Party and/ or Parties: **Client** and/ or **We Are E** who entered an agreement together

1. GENERAL

- 1.1. These conditions apply to all offers and agreements made between **Client** and **We Are E**. The terms within this agreement apply from the moment an offer is made, whether a signed contract has been provided or not.
- 1.2. Deviations from these conditions are only valid if they are confirmed in writing by **We Are E**.
- 1.3. Should **We Are E** be compelled to bring part of the agreement under with a third party, **Client** shall agree to comply with third parties general terms and conditions.
- 1.4. **Client** is not allowed to contact the **Artist** represented by **We Are E** on the matter of (follow-up) booking(s) or other matters unless approved by the agency.

2. OFFERS

- 2.1. All offers by **We Are E** are non-committal unless these contain a term of confirmation. Such confirmation only remains valid so long as the data, prices and conditions provided by **Client** with the application remain valid.
- 2.2. **We Are E** charges a booking fee as part of any offer, this fee is levied on all shows and will be charged on top if explicitly stated or as part of the fee when no explicit reservation has been made in the deal. This booking fee is a processing fee for the agency its services and is at all times non-refundable.
- 2.3. Offers made and agreed between **Client** and **We Are E** are confidential, and may not be shared with third parties without explicit consent by **We Are E**.
- 2.4. Offers and/or agreements made only apply to a specific booking and related set of conditions, and cannot be transferred to other bookings and conditions.
- 2.5. In case of compound pricing fees and conditions apply only to the specific agreement established and cannot be transferred to separate parts of this agreement or new agreements.
- 2.6. **We Are E** holds the right to refuse an offer without giving reasons.

3. AGREEMENT

- 3.1. The booking agreement between **We Are E** and **Client** as well as the general conditions are summarized in a general confirmation and contract.

- 3.2. After confirmation of original agreement by **We Are E** specified changes and / or additional agreements requested by the **Client** are only binding upon written confirmation by **We Are E**
- 3.3. All changes to the contract whether made by mutual consent, incorrect information provided, or caused by changing information after the time of agreement will result in surplus work for **We Are E**. Any costs incurred as a consequence shall be calculated in fairness and charged on top of the principal amount agreed upon in the deal.
- 3.4. **Client** has a substantive obligation to timely provide all documents and any other information which **We Are E** deems relevant for performing the assignment, in the desired shape and manner to **We Are E**.
- 3.5. **We Are E** has the right to suspend or cancel the performance if **Client** has not complied to the obligation mentioned in the previous paragraph. **We Are E** also reserves the right to charge any additional costs resulting from delays to the **Client**.
- 3.6. **We Are E** has the freedom to determine the manner in which the agreement will be executed. If the **Artist** is unable to perform, **We Are E** has the right to, in consultation with the **Client**, call in another **Artist**, have the agreement be performed by **Artist** from a third party and/or having the whole or parts of the agreement be performed by a third party and calculate the associated costs to **Client**.
- 3.7. **Client** is not entitled to transfer the agreement or any part of it to a third party without written permission by **We Are E**. **We Are E** withholds the right to cancel the agreement without any refund is part if any part of the agreement is transferred to a third party without prior permission.
- 3.8. If a transfer of agreement is approved by **We Are E**, **Client** is obligated to inform **We Are E** in advance of the full fee (artist fee and booking fee) agreed with the third party. If deemed necessary **We Are E** withholds the right to redraft the contract and invoice directly with said third party. **Client** is obligated to provide a proof of agreement and proof of payment from the third party to **We Are E** upon request.

4. CONTRACTING

- 4.1. **Client** is to provide all required information for contracting immediately upon confirmation of the show, and will be upheld to sign the prepared booking confirmation within 7 days after receiving this from **We Are E**. **Client** is considered responsible to carefully check the contract its correctness and completeness.
- 4.2. Inaccuracies or omissions in the agreed confirmation found by **Client** after receiving should immediately be notified to **We Are E** by registered mail.
- 4.3. Any costs incurred by **We Are E** as a consequence of information provided after the drafting of the initial contract, shall be calculated in fairness and charged on top of the principal amount agreed upon in the deal.

5. PRICE (CHANGES)

- 5.1. The prices agreed to at the creation of the agreement are based on known information at the time of agreement. **We Are E** reserves the right to reopen negotiations regarding compensation and redraft the agreement for the performance if unexpected changes or previously unprovided information significantly impact the circumstances pertaining to a performance at its own discretion.
- 5.2. **Client** is obligated and responsible for withholding all local taxes and shall notify **We Are E** of such costs in advance of the agreement. In case local taxes need to be withheld **Client** must provide a matching tax certificate in name of the **Artist** for his or her administration to **We Are E** after each gig.

6. PROVISIONS CONCERNING THE PERFORMANCE

- 6.1. **Client** is obligated to obtain all necessary permits and licenses required under local regulations for the event.

- 6.2. **Client** is obligated to take out sufficient liability insurance and event insurance to cover the costs made in relation to this event. **Client** is obligated to show proof of insurance to **We Are E** upon request.
- 6.3. The content and execution of the performance shall be at the sole discretion of **Artist**. **Artist** will be allowed full control over presentation, production, nature and conduct of their show, including any production hired by the **Client** in connection with the performance.
- 6.4. By entering into an agreement with **We Are E** the **Client** forfeits any right to influence the content and/or direction of performance by **Artist**, as well as any right at financial remuneration should they find the performance unsatisfactory.
- 6.5. The artist rider is an integral part of all booking agreements with **We Are E**. **Client** is obligated to adhere to the rider at all times.
- 6.6. There can be no limitations on sound (level) during sound check and/or performance by the **Artist**. If the **Artist** believes the sound (level) is unacceptable, the demands from the artist rider have not been lived up to, or feels the production does not live up to safety standards, **We Are E** has the right to cancel the performance without refund of the agreed compensation.

7. ADVERTISING AND PROMOTION

- 7.1. If **Client** uses promotional material with the name or image of the **Artist**, he must acquire approval from the agency before publication and provide the **Artist** with copies for personal use upon request.
- 7.2. If **Client** would like to sell "merchandise" of the event brand bearing the **Artist's** name, they need to obtain written permission by **We Are E** in advance.
- 7.3. No sound-, video-, image- or other recordings of the **Artist** can be made without explicit permission by **We Are E**. Any recordings made have to be made available to the **Artist** for personal use upon request.
- 7.4. The **Artist's** name or logo is not allowed to be used (directly or indirectly) for any product(s) or promotion, unless there's been a written agreement between both parties. Where possible, **We Are E** will supply needed pictures, logos and/or artwork of the **Artist** and/or **We Are E** when requested by **Client**. All footage provided will stay property of **We Are E** and shall be returned immediately after use, not to be used again without explicit consent by **We Are E**.
- 7.5. All promotional costs shall be borne by **Client**, unless explicitly agreed otherwise. No promotional costs of any kind can be levied to **We Are E** or **Artist** unless confirmed in writing within the booking agreement.
- 7.6. **Client** shall not start advertising and promoting the performance before a written confirmation of the booking agreement and 100% of the agreed deposit has been received by **We Are E**.
- 7.7. The **Artist** is not in any respect obligated to give interviews to radio, TV, newspaper or magazine, participate in social media advertising or live-streams, or any other promotional activity, unless **Client** has received written consent from **We Are E**. Requested media performances can never hinder other bookings. **We Are E** reserves the right to cancel a media performance at any time.
- 7.8. **Client** is obligated to mention, at each booking, which sponsors (indicating brand and product group) are sponsoring the event/performance. **We Are E** holds the right to refuse a performance at any given time, if not all sponsors have been reported in advance of the agreement by **Client**.

8. CANCELLATION

- 8.1. If **Client** cancels the booking 21 or more days before the event, fifty percent of the agreed artist fee should be paid. All premade costs by **We Are E** or **Artist** such as VISA and/or travel costs need to be reimbursed by **Client**. The entire booking fee needs to be paid.
- 8.2. If **Client** cancels the booking between 21 and 15 days before the event, seventy-five percent of the agreed artist fee should be paid. All premade costs by **We Are E** or **Artist** such as VISA and/or travel costs need to be reimbursed by **Client**. The entire booking fee needs to be paid.

- 8.3. If **Client** cancels the booking within 14 days before the event, the agreed artist and entire booking fee should be paid and all pre-made costs by **We Are E** or **Artist** such as VISA and/or travel costs need to be reimbursed by **Client**.

9. FORCE MAJEURE

- 9.1. In case of force majeure **We Are E** is entitled to suspend execution of the agreement until the circumstances causing the force majeure no longer apply.
- 9.2. Force majeure means any strange cause as well as circumstance which reasonably should not be at the risk of **We Are E** and the **Artist**. Delay at, or default by, suppliers, transport, breakdowns, excessive absenteeism and strikes specifically apply as force majeure as well as when the performance by **We Are E** and **Artist** are prevented by reasons of personal nature such as sickness.
- 9.3. If the period of force majeure lasts longer than three months and it is clear the force majeure is of a permanent nature other arrangements on the dissolution of the agreement and the associated consequences can be made at **We Are E**'s sole discretion.
- 9.4. In case of force majeure **We Are E** is entitled to claim payment for services provided during execution of the agreement. Costs may include but are not limited to booking fees, travel, advancing costs, etc.
- 9.5. **We Are E** holds the right to invoke force majeure even when the circumstance causing this sets in after the proceedings by **We Are E** should have been made.

10. DUTY TO WARN

- 10.1. **Client** is held to inform **We Are E** immediately and completely when they suspect or notice the performance may not be able to take place.
- 10.2. In addition to his own duty of care to prevent or limit damage, **Client** is held to participate fully to give **We Are E** the opportunity to prevent or limit imminent damage of any kind.
- 10.3. **Client** is held to safeguard **We Are E** and **Artist** from any claims by third parties as a result of the **Artist**'s performance or the use of the provided service by **Client**.

11. LIABILITY

- 11.1. All work by **We Are E** is done to its best ability and is based on known data, established facts and given circumstances.
- 11.2. **We Are E** is not liable against **Client** for damages (whether direct or indirect) and/or any disadvantage arising from the performed services –commissioned or not- or from any neglect in the performed services by **We Are E**, barring the case this damage is caused by intent or gross negligence of **We Are E**.
- 11.3. **We Are E** is not liable for damages incurred by the **Client** (whether direct or indirect) and/or any disadvantage which arises for **Client** when either **Client** or **We Are E** dissolves the agreement or when **We Are E** is contractually released from its obligation of fulfilling the given assignment.
- 11.4. **Client** is held responsible for all damages (for example by fire, theft and/or other forms of damaging) to possessions of the **Artist** or **We Are E** (records, record cases, headphones, laptops, controllers, coats, bags etc.)
- 11.5. **We Are E** is not liable for the actions of any person or company it has enlisted in the performance of its services, nor for the actions of any person whose services it called in to fulfil the agreement.
- 11.6. If it should turn out, in compliance with the stipulations in the preceding paragraphs of this article, **We Are E** is held liable for damage caused and/or any disadvantage created, then the complete liability for **We Are E** will be limited to a certain amount that is reasonable and fair in relation to the agreed price, and shall in no event exceed the agreed price of the relevant booking.

- 11.7. If, in the case of damages and/or any disadvantage for which **We Are E** is not liable according to the agreement, a third party holds it liable, **Client** shall completely safeguard **We Are E** and reimburse any cost involved with this claim, including all reasonable costs incurred for processing the claim by **We Are E**, within 30 days.
- 11.8. The burden of evidence with regard to any alleged liability by **We Are E** rests on the **Client**.

12. PAYMENT/COSTING

- 12.1. **Client** undertakes to pay all bills received by **We Are E** no later than 28 days 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.
- 12.2. **We Are E** holds the right to pay out funds collected from the **Client** in advance of the event to the purpose of artist fee, (third party) costs, taxes and any outstanding invoices. **We Are E** is never held to reimburse **Client** default interest over outstanding claims.
- 12.3. In case of default, liquidation, (request for) bankruptcy or suspension of payment by **Client** his (payment) obligations will be immediately due and payable. Also the (payment) obligation by **Client** will be immediately due and payable in case **We Are E** comes to know circumstances that give it solid ground to fear **Client** will / cannot satisfy his (payment) obligation.
- 12.4. Payment has to be made in Euros or US, Canadian, or Australian Dollars through bank transfer. All costs of transferring are born by the **Client**. **Client** is responsible for creating a proof of receipt by **Artist** or **We Are E** and to provide **We Are E** with a copy of said proof.
- 12.5. If the due date on an invoice is exceeded, **We Are E** charges an interest with a minimum of 2% per month over the amount due. Interest over a portion of the month will be calculated as a full month, from the due date of the invoice until the date of payment.
- 12.6. In case of default by **Client**, the client will be held responsible for all judicial and extrajudicial costs resulting from attempts made by **We Are E** to claim its payment.
- 12.7. Payments made by the other party always serve initially to satisfy all interest and costs and only then go towards the claimable invoices that have been outstanding the longest, even if **Client** states the payment relates to a later invoice.

13. SECURITY

- 13.1. **We Are E** is entitled to demand certainty from **Client** before any (further) performance that he will comply his (current and future) commitments to **We Are E** within a reasonable time.
- 13.2. **Client** is obligated to inform **We Are E** in case of an imminent risk of bankruptcy, shutdown or suspension of payment and in such cases shall provide **We Are E** with security for all of its claims towards the **Client**. Should **Client** be unable to provide such security all amounts are immediately due and payable.

14. SUSPENSION RIGHT

- 14.1. In case **Client** threatens to not honor his obligations to **We Are E**, it has the right to suspend execution of the agreement without notice until **Client** has honored his part of the agreement.
- 14.2. **We Are E** also has the right to suspend execution of the agreement in case it hears of circumstances which give solid ground to fear **Client** will not honor his obligations to **We Are E**.

15. TERMINATION

- 15.1. In case **Client** is not in compliance with the terms of the agreement, **We Are E** has the right to terminate the whole or part of the agreement by written statement or by a court ruling.
- 15.2. If the agreement is completely or partly terminated **Client** is held to at least reimburse the revenue claim of **We Are E** and the **Artist**.

- 15.3. Making use of its right to terminate the whole or part of the agreement, **We Are E** is never held responsible to reimburse damages made by the **Client** resulting from such termination.
- 15.4. In case issues arise with regards to the availability of persons and/or material that are of such nature that performing the agreement would be impossible or so difficult and/or disproportionately expensive that compliance with the agreement cannot be reasonably required, **We Are E** is authorized to fully or partly terminate the agreement without owing compensation for this.

16. (PERSONAL) DATA CLIENT AND GDPR

- 16.1. **We Are E** will not use any personal data provided by **Client**, other than for the purpose of fulfilling our agreement with **Client**, regular business contact, or sending our newsletters if you have not unsubscribed from them.
- 16.2. **We Are E** will handle any personal and other data it has obtained with due care and process such data exclusively in accordance with the Personal Data Protection Act, and, as per 25 May 2018, the applicable General Data Protection Regulation (GDPR), also known as Algemene Verordening Gegevensbescherming (AVG), as well as other relevant privacy regulations.

17. CONFLICTS

- 17.1. All offers, assignments and closed agreements within these terms and conditions are exclusively applicable under Dutch law.
- 17.2. For bookings in Europe the authorized Amsterdam judge is exclusively competent to take notice of all conflicts arisen on the occasion of transactions, offers, assignments and agreements on which these terms and conditions are applicable.
- 17.3. In case a dispute arises and the booking takes place outside Europe, the Parties will aim to achieve an amicable solution by way of negotiations between senior representatives of both Parties. If any Party finds that no amicable solution can be reached, the following dispute resolution mechanism applies.
- 17.4. Without prejudice to the right of each **Party** to seek injunctive relief (kort-geding) before the courts, all disputes arising in connection with this Agreement, can be finally settled in accordance with the arbitration rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut), excluding Section 4A (Articles 42a-42o) of these NAI Arbitration Rules (the "NAI Rules").
- 17.5. The place of the arbitration will be Amsterdam, the Netherlands. If possible the arbitral procedure will be conducted in the English language. The arbitrators will decide according to the rules of law.
- 17.6. The arbitral tribunal shall be composed of three arbitrators.
- 17.7. The Parties agree to deviate from the so-called List Procedure as mentioned in Article 14 of the NAI Rules. Instead, each **Party** shall appoint one arbitrator within 4 weeks of the commencement of the arbitral proceedings (Article 6.2 NAI Rules).
- 17.8. Within 4 weeks after the second party-appointed arbitrator has been appointed, the party-appointed arbitrators will together nominate the third arbitrator, who will act as chairman of the arbitral tribunal (the "Chairman").
- 17.9. The replacement of an arbitrator will take place in accordance with the applicable appointment procedure for the arbitrator being replaced. Should such procedure not result in an appointment within 4 weeks after the relevant arbitrator's release of its mandate, the substitute arbitrator shall be appointed in accordance with Article 14 of the NAI Rules.

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