2016

STANDARD TERMS AND CONDITIONS FOR ARTISTE AND PERFORMER ENGAGEMENT AT YOUROPE FESTIVALS

This Yourope Addendum, along with any attached Festival Production & Technical Information, if any (this Yourope Addendum and such Information shall collectively be referred to as, the "Festival Riders") are attached to and made a part of the artist performance contract issued by the artist's agent ("Performance Contract") and shall be fully incorporated therein by reference.

In the event of conflict between the Festival Riders and the Performance Contract, the Festival Riders shall control, *unless* the conflict is regarding deal terms which are agreed to by the Festival by signature on the Performance Contract. The Performance Contract, any agreed additional terms along with the Festival Riders shall be referred to as the "Agreement". In the event of a conflict between this Yourope Addendum and a Festival Production & Technical Information, this Yourope Addendum shall control.

The definitions herein shall have the meanings as follows:

"Festival" or "we" or "us" shall mean the contracting party for the Festival as set forth in the Performance Contract.

"Company" or "you" shall mean the contracting party furnishing the services of the artist as set forth in the Performance Contract.

"Artist" or "Artiste" shall mean the performing artist as set forth in the Performance Contract.

1. Stage Timing, curfew, noise limits and billing

The Festival must adhere to strict curfews and noise limits. The Festival can be prosecuted and/or fined and for breaches of this licence and permission and ultimately the local authority can review and/or revoke the Festival's licence. Both parties hereto must adhere to all timings agreed between them in advance and no overrun or extension of your performance ("Performance") can be permitted**.** The Artist must ensure that they have notification of the agreed timings (and any agreed revisions to such agreed timings). The Artiste must ensure their travel schedule allows for arrival at the Festival in good time.

The Artist must adhere to all curfews and noise limits which the Festival is subject to by way of local regulation or licence conditions and which the Festival have notified to the Artist. The Artist must adhere to any specific instructions by the Festival's authorised representative to reduce noise levels to specified levels in order to comply with the foregoing noise limits.

The Artiste's billing shall be multi artist festival billing unless specified otherwise in the Performance Contract.

2. Ticketing

Any provisions relating to tickets, ticket prices and ticketing shall be as agreed by the parties and set out in the Performance Contract. No complimentary tickets will be allocated to the Artiste unless this is agreed in the Performance Contract.

3. Insurance

The Festival is a Yourope Festival and as such the Festival agrees to comply with the following:

A Yourope Festival with a capacity of under 15,000 (on any given day) will have in place valid public liability insurance of not less than two (2) million Euros (E2,000,000) or the local currency equivalent. A Yourope Festivals with a capacity of more than 15,000 and less than 49,999 paying persons attending on any given day will have in place valid public liability insurance of not less than five (5) million Euros (E5,000,000) or the local currency equivalent. A Yourope Festivals with a capacity of more than 50,000 paying persons attending on any given day will have in place valid public liability insurance of not less than ten (10) million Euros (E10,000,000) or the local currency equivalent.

In all cases, a copy of the relevant policy certificate will be provided to the Artist at the Artist's request. The insurance cover is to cover the Festival's potential liabilities. The Festival will not indemnify the Artist in relation to any claim, cost, damages, liabilities, or losses directly arising out of or in connection with any claim or action made by a third party due to the wilful or reckless act, negligent omission, or negligence of the Artist or its agents or employees except as is provided below.

You and/or the Artist shall have as a minimum public liability (or if a US policy, then general liability) insurance in the amount of an indemnity (or if a US policy, then with limits) of not less than one million US dollars or equivalent (US $1 million) against any claim(s) for personal injury or property damage for any one occurrence to cover your own obligations and potential legal liabilities in connection with the Performance(s). You must inform us if you do NOT have such cover.

The Festival does not assume responsibility for the loss or damage caused to Artist equipment, unless it is caused by the Festival's negligence, acts or omissions. The Artist shall otherwise be responsible for the safety and security of its own equipment and the Artist's equipment should be insured against loss and/or damage.

It shall be the Company's sole decision whether or not to ensure that it has appropriate insurance to cover Artist's own costs, losses, fees and guarantees in the event of cancellation due to any instance of force majeure and/or Artiste illness.

4. Fee payment, tax and visas

All tax provisions and the provision of visas and work permits shall be as agreed by the parties and set out in the Performance Contract.

Unless expressly agreed and set out in the Performance Contract, only a flat fee will be paid. The flat fee will be subject to any applicable national withholding tax. The time of payment of your agreed Guaranteed Fee will be stated in the Performance Contract (and NOT in any additional terms).

In the instance where the Performance Contract does NOT set forth a time of payment, the following shall apply:

50% (fifty percent) one month prior to your performance to a nominated client trust account to be held and not released until the performance is completed.

50% (fifty percent) not later than the date of performance or the first working day immediately thereafter or if requested by Company then by direct bank transfer to your nominated account the first working day after your performance.

If you cancel for any reason then no fee is payable and any sums paid to you at that date must be immediately returned to the Festival, except: (i) if we are in breach of contract; and/or (ii) except as otherwise set forth in Paragraph 5 below.

Unless expressly agreed otherwise and set out in the Performance Contract, the payments made to you are gross payments and you will be wholly responsible for your own withholding tax liabilities. The Festival is not liable in any way for your withholding tax liabilities unless it is so required to so do by a statutory authority, in which event the Festival will deduct national withholding tax. In the event of any deduction we will notify you of such deduction and provide you with full details of the taxation authority. You will be responsible for procuring all and any necessary tax information and waivers but we will use our reasonable endeavours to assist you with such where practicable, and we will as soon as practicable provide you with a copy of any certification from the relevant taxation authority which we are provided with. The Festival agrees to promptly pay all such withholding taxes (or similar tax) to the applicable governmental authorities. The Festival shall as soon as reasonably practicable supply to Artist's designated representative with relevant documentation to show proof of payment by Festival of such withholding taxes, as well as for the purposes of obtaining foreign tax credit. Festival shall indemnify and hold harmless Artist and Company from and against any and all damages, claims, costs, and judgments, fees, penalties, fines and/or otherwise in connection with any failure and/or delay by Festival to pay any necessary taxes, fees, and levies, and the like to the applicable governmental authorities.

If the Artist is VAT registered and a Value Added Tax (or similar) is due on any sum hereunder or any sum otherwise payable hereunder, then Company shall provide the Festival with full details of their VAT registration and a valid VAT invoice with VAT registration number and details of VAT shall be submitted to the Festival in advance of any payment. The Festival shall pay Company the VAT on top of the payments made to Company hereunder (i.e. such payments shall not be reduced by the VAT).

The Festival shall be responsible for all work permits. Unless expressly agreed otherwise, or unless set out otherwise in the Performance Contract, you will be responsible for all and any visas that are necessary for your performances, but we will use our reasonable endeavours to co-operate with you and assist you with such where practicable.

5. Force Majeure & Cancellation

5.1 Force Majeure

If the Festival or the Artist's appearance and performance at the Festival is curtailed, cancelled or abandoned due to any instance of force majeure then the Festival and / or the Artiste's performance shall be cancelled and all monies previously paid by the Festival to the Company (or their nominee) in respect of that performance shall be promptly refunded and returned by the Company (or the Company shall instruct those holding such monies to be returned), and the Company /Artiste shall have no further claim made against the Festival for

such payment, nor the Festival against the Artiste/Company. Notwithstanding the foregoing, if the Festival has agreed to reimburse travel and/or accommodation costs (or similar associated costs) in the Performance Contract in the event that Artist is at or is en-route to the performance, then Festival shall remain responsible for reimbursing any travel and/or accommodation costs that are earmarked in the Performance Contract as being reimbursed by the Festival. For clarification, if Artist has commenced performance prior to such cancellation, then the foregoing shall not apply and Company shall be paid in full.

Force majeure shall be any condition or event beyond the reasonable control of the parties which directly affects the performance and makes the staging of the performance impossible, infeasible, or unsafe, including, but not limited to: threat of terrorism or war, public disaster, epidemic, pandemic disease, order of National Government or Local Authority, fire, explosion, strike or lock-out (outside of the direct or indirect control of either party), transportation interruption or failure, volcanic activity, illness to Artist or its close family members (as further described below) national grid or local grid failure, national mourning, any Act of God, earthquake, and/or rare & unpredictable hazardous or extreme weather conditions (such as tsunami or typhoon) which endanger those attending, working at or performing at the festival and/or where the festival is cancelled or stopped by order of a competent authority such as Police or Fire service.

5.2 Subject to 5.1 above, should the Festival and/or the Artist's performance be cancelled and/or abandoned by reason of inclement weather which shall mean any weather that is not rare & unpredictable, such as adverse weather conditions including but not limited to flood, storm, high winds, hurricane, electric storm, or other act of weather then such shall not be an instance of force majeure and where the Artist is ready, willing and able to perform (but for such adverse weather), the Festival shall be obliged to pay to the Company the agreed fee (or any remaining balance) in full and the Festival shall further ensure it has the necessary funds in place to do this or has in place a policy of insurance against the costs and fees the Festival will incur on such cancellation.

5.3 Artiste illness

In the event of the illness of the Artiste (or any key member of the Artiste if the Artiste is a group of performers) meaning the Artiste cannot or is advised not to perform at the Festival and medical certification (a doctor's note) certifying that the affected performer is not fit to perform through a medical condition or illness (although such note does not need to set forth the specific condition or illness) can be provided to the Festival (or as an alternative provided such on a similarly confidential basis to the Festival's insurance company) or in the event of the death or serious illness or injury to any close family member or spouse of the Artiste where certification of such can be provided to the Festival, then the Artiste's performance shall be cancelled at Artist's request and all monies previously paid by the Festival to the Artiste or their nominee in respect of that performance shall be promptly refunded and returned by the Artiste (or the Artiste shall instruct those holding such monies to be returned) and the Artiste/Company shall have no further claim made against the Festival nor the Festival against the Artiste/Company.

5.4 Cancellation

In the event of cancellation pursuant to any instance of force majeure as set out in 5.1 or the bona fide or certified illness of the Artiste as set out in 5.3 your liability to us will be limited to the immediate repayment of any sums paid to the Artiste or the Artiste's nominee by the Festival.

We cannot accept so called ‘thirty day’ notice periods for cancellation once the Festival has been put on sale and such clauses shall have no effect, unless otherwise agreed to by the parties as a deal term and set forth in the Performance Contract.

6. Security, Health & Safety

(a) All matters connected to the security and safety of the Festival and the Festival’s audience, crew, staff, guest and performers, the security and safety of the stage where you will perform, the safety and security of all backstage areas and all health and safety management (security for the Artist’s dressing room shall be subject to the below paragraph) including stage, front of stage, barriers and backstage security, and all matters relating to stewarding and safety shall vest in and be in the sole discretion of the Festival and where appropriate the Police and always subject to all statutory and licence provisions and requirements. The admission of any guests requested by Company into any backstage or on-stage area will be in the reasonable discretion of the Festival. Festival shall not admit any guests into the Artist backstage or on-stage area (except for necessary production or security personnel) unless approved by Company.

Notwithstanding this The Artist may make its own arrangements for the security of the Artist’s own dressing room subject to appropriate statutory, police and licence obligations and the approval of the Festival, such approval not to be unreasonably withheld or delayed. You should liaise with the relevant Festival Stage Production contact to discuss specific security requirements.

All front of stage security staff at the Festival will be identified and numbered and will be in coloured T-shirts or clothing. Please advise us if you have any security concerns.

(b) The Festival confirms that it subscribes to and is fully conversant with the Yourope Event Safety Group (YES) Health & Safety Standard and without prejudice to the generality of the foregoing the Festival agrees it has a policy for site evacuation in the instance of inclement weather which would be implemented should the Festival or a responsible Authority such as the Police or Fire Service deems that there is a risk to the health or safety of persons attending the Festival.

7. Contract Riders

The Festival will provide the Festivals standard dressing room facilities and the Festival’s standard catering Rider and the Festival’s standard technical specifications. The Festival generally does not accept Artist riders and will NOT provide items, goods and/or services and/or equipment set forth in Artist Riders unless a mutually agreed rider has been specifically agreed to as a deal term in the Performance Contract. Notwithstanding the forgoing, the Festival will in a timely manner make all of its Technical Specifications available to the Artist, and the Festival agrees that it will use it’s reasonable endeavours to accommodate any reasonable request(s) made in the Artist’s technical or production rider (provided that such is received in good time) concerning the staging of the Artist’s performance at the Festival, provided such can be accommodated within the Festival’s Technical Specifications, to allow the Artist to present their production and performance to a first class technical and artistic standard.

If Company has additional production requests beyond which have been mutually agreed, then the Festival shall use its reasonable endeavours to meet such requests, provided that Festival and Company must agree in writing as to the expense that will be charged to Company for such additional requests, and whether such shall be charged to the Company or deducted from the performance fee.

8. Pyrotechnics and lasers

No pyrotechnics and/or lasers of any nature may be brought onto the Festival site or used without the express written permission of the Festival Management. If approved, all on-site arrangements for either pyrotechnics or lasers must be agreed with the Festival's health & safety manager and, if appropriate, the fire officer and the medical officer. You MUST adhere to all of the documentation and operating procedures you provide us with and as agreed with or instructed by the Festival's health and safety management team and the use of such even if approved shall be always subject to the ongoing approval of the Festival's health and safety management team who may stop use of lasers and/or pyrotechnics at any time before or during a performance. If you wish to set off pyrotechnics or use and display lasers you must provide us with a copy of your certificate of public and employers liability insurance and a certificate of products liability insurance to at least the minimum level of indemnity prescribed by the jurisdiction of the place of performance and at least one month prior to the date of performance to the Festival, along with all relevant statutory paperwork and you must provide all requested documentation to ensure all pyrotechnics and/or lasers meet all local standards AND local authority requirements AND Festival requirements by the date notified to you by the Festival. The same requirements will apply to any contractor or sub-contractor you may use and each must provide us with a copy of their insurance documentation and other relevant documentation.

All flammable materials and equipment which you bring to the Festival must comply with relevant national legislation and where appropriate be certified as complying with such.

9. Photographers and personal cameras

All authorised photographers accredited by the Festival will usually be allowed into the front of stage pit during the first three songs of your performance. If you do not want press photographers to be present please notify the relevant Stage production as soon as possible and always a least one hour before your on-stage time.

Please note that members of the audience are permitted to bring personal cameras, personal video cameras and mobile phones into the Festival site and we cannot and do not prevent members of the audience using these devices.

10. Breach:

Any material breach of this Agreement by one party shall entitle the non-breaching party to terminate the Agreement in addition to all rights and remedies, all of which shall remain reserved. Prior to any such termination, the non-breaching party must provide the other party with written notice and a reasonable opportunity to cure.

11. Jurisdiction

Unless stated otherwise in the Performance Contract the agreement shall be governed by the jurisdiction of the country where the engagement takes place