

GENERAL TERMS

Contracting Parties:	<i>the “Promoter”</i>
	<i>the “Agent” and/or “Intermediary”: herein Sedate Bookings</i>
	<i>The “Company” F/S/O the “Artist”</i>

1. The following General Terms are an integral part of this Agreement between the Contracties Parties. Capitalized terms used and not defined in these General Terms shall have the meanings given to them in the Principal Terms.

PAYMENT DETAILS

2. All sums payable to the Artist / Company must be paid in the currency designated in the Principal Terms and not converted by an intermediate or remitting bank.
3. When payment terms specify bank wire(s) Sedate Bookings provides invoice(s) with bank details where transfer the funds. If payment terms dictate a cash payment the Artist / Company may be requested to provide invoice(s) or appropriate paperwork.
4. Please be advised that any bank charges incurred in transferring the funds should be covered by the Promoter.

NO DEDUCTIONS FOR TAX

5. The Promoter assumes sole responsibility and liability, without right of set off, for the payment of all local taxes, levies and similar fees relating to this Agreement, including without limitation withholding taxes payable in respect of overseas remittances (whether or not reclaimable). Accordingly all payments made to the Company under this Agreement shall be free of any such deductions and shall correspond with the payment amount and terms specified on the first page of this Agreement. The Promoter shall provide all reasonable assistance necessary to enable the Company to reduce and if possible negate the Company's tax liability under this Agreement.

WITHOLDING TAX

6. In the event that the Promoter is obliged by law to deduct or withhold a portion of the Fee as tax, the Promoter agrees to notify the Company and Sedate Bookings of such required deduction or withholding forthwith in writing on receipt of this Agreement. The Promoter further agrees and warrants that it will promptly pay all such deducted or withheld amounts to the applicable authority promptly when due, and provide the Company and Sedate Bookings with all documentation reasonably required (in a form acceptable to Company), to evidence such payment and to enable the Company to recover a tax credit in respect of such deduction or withholding tax. In addition the Promoter will, wherever possible, cooperate with the Company and provide such further documents and assistance as may be reasonably required to minimise the Company's liability for tax under this Agreement. Where it is customary to do so, such assistance shall include the provision of a local accountant appointed by the Promoter at its expense to advise and assist the Company in respect of the Company's liability for tax and deduction or withholding tax under this Agreement. The Promoter shall not be entitled to make any other deductions or withholdings in respect of tax (or in respect of any other levies or similar fees), except in compliance with this clause.

PENALTIES FOR LATE PAYMENT OF FEES

7. If the Promoter fails to meet any payment deadline under this Agreement (and fails to immediately remedy such failure following notice from the Company and/or the Agent) Sedate Bookings may, in its sole discretion without any further liability to the Promoter (and without prejudice to any other rights or remedies which may be available to the Company), decline to provide the Artist's services in respect of the Performance(s) and retain any part of the Fee paid (and retain or be paid any expenses due under this Agreement) at that date and the balance of the Fee shall be immediately payable to the Company as compensation (including applicable statutory interest) and for Promoter's failure to comply with the payment conditions of this Agreement.

VALUE ADDED TAX (“VAT”)

8. VAT (if applicable), is payable by the Promoter on all sums due to the Sedate Bookings (and, if applicable, the Artist), under this Agreement.

BILLING, ADVERTISING & PROMOTION

BILLING

9. The Promoter agrees that the Artist will receive the billing set out in the Principal Terms. It is agreed that no other act may appear in such publicity and promotion without the Company's prior written agreement.
10. It is expressly understood and agreed by the Promoter that this Agreement is for the Artist's Performance(s) specified in the Principal Terms only.

ADVERTISING & PROMOTION

11. Unless otherwise agreed in writing by Sedate Bookings there must be strictly no advertising of the Performance(s) until the Company and/or Sedate Bookings has given its approval in writing for advertising to commence. Where requested by the Company the Artist's logo must be used on all promotional materials pertaining to this engagement. It is expressly agreed and understood that if the Promoter is so requested, tickets for the aforementioned performance(s) will not be advertised for sale until the necessary artwork files have been received by the Promoter from the Company. If the Promoter wishes to print its own promotional and publicity materials for the Event, proofs of all such materials (including without limitation advertisements, posters, program booklets, flyers, press releases and any other written material) must be sent to Sedate Bookings for prior written approval before being made publicly available by any means. All images of the Artist and the use of any other Artist Property (as defined below) in connection with this contract must in any event be approved in writing in advance by the Company. Without limiting the previous sentence, the Company shall have the right to approve in writing the size and positioning of Artist Property on all advertising, promotional and marketing materials (including on tickets) under this contract.

NO ENDORSEMENT BY ASSOCIATION

12. The Promoter agrees that the name, professional name, image, likeness, voice, logo, artwork, biography or any other materials of the Artist (including, but not limited to, recordings and musical and/or lyrical compositions) (collectively "Artist Property") shall not be used by any sponsor or be tied to any commercial product or company (other than Sedate Bookings), nor shall there be any sign, banner or advertising at or within thirty (30) meters of the stage throughout the Performance(s). The foregoing shall not apply to any Venue's generic sponsorship or advertising provided that nothing shall suggest or imply that the Artist is promoting or endorsing any third party product or service (i.e. other than the Event). The Promoter is expressly prohibited from associating or otherwise using the Artist's Property (in whole or in part) in connection with any product or sponsorship or promotion or commercial tie-in whatsoever without the Artist's prior written consent.

ADVERTISING - IN ASSOCIATION WITH SEDATE BOOKINGS

13. All advertising must state 'IN ASSOCIATION WITH SEDATE BOOKINGS'.
14. Any use of the Artist's Property (in whole or in part) in any advertising or marketing must be approved by the Company in advance in writing.

TICKETING & SALES

15. All ticketing and publicity must comply with the Billing / Line up set out in the Principal Terms.
16. Any use of the Artist's Property (in whole or in part) on tickets and in advertising must be approved by the Company in advance in writing.
17. The Promoter must not commit the Artist to any personal appearance (other than the Performance(s)), interview or other type of promotion or appearance without the Company's prior written approval.

TICKET SALES, SECONDARY TICKETING, BOOKING FEES, COMPLIMENTARY TICKETS

18. The Promoter shall provide Sedate Bookings on a weekly basis with a comprehensive breakdown of all ticket sales for the Event.
19. The Promoter shall, in addition, provide Sedate Bookings by email with a statement within twenty four (24) hours following the Performance(s) (and where the Artist gives more than one (1) performance within twenty four (24) hours following each such performance), verifying the exact number of tickets sold (including the number of returns, complimentary tickets and any tickets used for promotion). Sedate Bookings' and/or the Company's representative may (in addition to any audit and inspection rights set out below), enter the box office at the event to examine and/or take copy extracts of the box office records.
20. The Promoter must not enter into any agreement or understanding to discount the agreed Ticket Price specified in the Principal Terms. The Promoter must comply with all local laws relating to secondary ticketing (if any). It may not under any circumstances sell or otherwise facilitate the sale of tickets to secondary vendors or any third party performing a similar service, without the express written consent of the Company.
21. In the event that any tickets for the Event become subject to a booking fee in excess of fifteen per cent (15%) of their face value at the point of sale (exclusive of credit card fees), such booking fees must be declared void by the Promoter and agreed in writing with Sedate Bookings prior to the Promoter making the applicable tickets available for general sale.
22. Any promotional or complimentary ticket allocations must be approved in writing by the Company.
23. There shall be no VIP, premium or so-called 'golden' tickets sold with special access rights (such as reserved sections in close proximity to the stage) for any performance without the express written consent of the Artist.

DEDUCTIBLE COSTS

24. Any and all costs and expenses which are deductible from sums payable to the Company under this Agreement (if any), or which are otherwise deductible from gross ticket receipts under the Principal Terms must be substantiated by vouchers, invoices or receipts for the same.

COMPANY'S RIGHT TO AUDIT

25. For not less than twelve (12) months following completion of the Performance(s) the Promoter shall maintain in customary form and detail all books of account and all documents, statements, remittance advices and all other appropriate documentation to enable the Company to audit, review and verify all sums paid by the Promoter to (or on behalf of) the Company under this Agreement. Sedate Bookings' and/or the Company's authorized designees shall have the right to audit and review and make copies of the foregoing during normal business hours at the offices of the Promoter at any time from the day before the first Performance(s) until twelve (12) months following the date of the last Performance(s) (as applicable). The Promoter shall fully co-operate with any such audit and review and shall use its best endeavors to obtain the co-operation of all third parties necessary for the purpose of verifying sums paid to the Company under this Agreement. In the event that an audit and/or review of such books and records shall establish that the Promoter has underpaid the Company the Promoter shall forthwith pay to the Company all sums due plus applicable statutory interest. In the event that any such underpayment amounts to five per cent (5%) or more of the amounts due to the Company, the Promoter shall reimburse the Company for all reasonable costs actually incurred, including professional fees (of e.g. accountant(s), lawyers(s), etc.), in the course of such audit and/or review.

RIGHT TO CARRY OUT DOOR "CLICKING"

26. The Company shall, in addition, have the right to instruct independent local accountants to monitor and audit actual numbers attending the Event for purposes of independent verification of that information. Door "clicking" devices may be utilized to verify attendance. In the event that the independent accountants report to the Company that the numbers of those attending the Event exceed one hundred and one per cent (101%) of the numbers reported to the Company by the Promoter then the figures reported by the independent accountants shall prevail and govern the calculation of the additional sums (and shall apply for all other purposes of this Agreement). In the event that the Promoter reports to the Company attendances of ninety-five per cent (95%) or less of the attendances reported to the Artist by the independent accountants, the Promoter shall additionally reimburse to the Company all reasonable costs incurred by the Company in engaging the independent accountants.

PROMOTER'S PROJECTED COSTINGS FOR SHOWS

27. The Promoter must provide the Company by no later than sixty (60) days prior to the date of the first Performance(s) or, if later, on the date of this Agreement, a clear, itemized schedule of its maximum projected costings for the Event ("Maximum Projected Costings"). Any costs shown in such schedule which are not actually incurred for the Event and/or any costs incurred in excess of the amounts shown in such schedule which have not been previously approved in writing by the Company shall not be deductible in calculating the Artist's share of Net Box Office Receipts under this Agreement. The Promoter shall on the Company's request substantiate all such costs with vouchers, invoices or receipts for the same.

NET BOX OFFICE RECEIPTS

28. For the purposes of this Agreement "Net Box Office Receipts" means gross monies arising from the Event less credit card commissions, charges and commissions made by automated ticket distribution systems, and the Projected Costings for the Event. No deductions for withholding tax shall be made in calculating the Company's share of Net Box Office Receipts.

ARTIST RIDER

29. The Artist's Rider (technical and personal) forms an integral part of this Agreement. Any failure by the Promoter to comply with the provisions of the Artist's Rider will constitute a breach of this Agreement and will entitle the Company (without prejudice to any other rights or remedies which may be available to the Company), to cancel or curtail the Performance(s) without any further liability to the Promoter, and be paid the Fee in full (and any expenses due at such time). The Company shall be entitled to make non-material alterations to the Artist Rider and will inform the Promoter of any such changes in writing (which may be by email). Any material changes to the Artist Rider and/or the technical specification therein must be mutually agreed in writing.

TECHNICAL EQUIPMENT

30. It is expressly agreed and understood that the Promoter will provide all requested equipment as per the Artist's technical requirements set out in the Artist Rider.

CATERING

31. It is expressly agreed and understood that the Promoter will provide and pay for (on a non-deductible, non-recoupable basis) all catering and refreshments required by the Artist and personnel in connection with the Performance(s) as specified in the hospitality section of the Artist Rider.

GUEST LIST

32. The Promoter shall provide the Company free of charge with the allocation of complimentary tickets specified in the Principal Terms.

TRAVEL & HOTEL ACCOMMODATION

ITINERARY

33. The Promoter shall provide a full and detailed itinerary with names, addresses, phone number(s) of hotels, Venue(s), local promoters, PA & lighting companies (where applicable), times and locator/reference numbers for all flights, cars and/or trains booked, all running times for the engagement, arrival, doors open and performance times, etc. Such information must be emailed to Sedate Bookings not later than fourteen (14) days prior to the applicable Performance(s) date.

FLIGHT BOOKING

34. The Promoter agrees that, where the Agreement is stated as being inclusive of flights and the Promoter undertakes to purchase such flights on behalf of the Company, the Promoter shall confirm all applicable bookings within seven (7) days of the date of this Agreement, subject to any specific agreement by or on behalf of the Company to the contrary.

HOTELS

35. Where it is stated in the Principal Terms that the Promoter will provide accommodation the Promoter shall provide and pay (on a non-deductible, non-recoupable basis), hotel accommodation inclusive of breakfast and providing for late check-out for the Artist (and the Artist's manager and entourage), each with bath/shower and toilet en-suite, within close proximity to the Venue(s).

GROUND TRANSPORTATION

36. Where it is stated in the Principal Terms that the Promoter will provide ground transportation the Promoter shall provide and pay for (on a non-deductible, non-recoupable basis), executive ground transportation for the Artist (and the Artist's equipment, manager and entourage), to and from the hotel before and after the Performance(s).

PROMOTER'S BI-LINGUAL REPRESENTATIVE

37. The Promoter agrees to provide the services of an English-speaking bi-lingual representative to accompany the Artist for the duration of this Agreement.

USE OF DEPOSIT FOR ARTIST COSTS

38. The Promoter agrees that where the Fee is stated as being inclusive of travel and/or accommodation and/or transportation costs, the Company or its representative will need to book and pay for flights and/or travel reservations and/or accommodation and/or transportation, on receipt of the deposit payment. The Company shall not under any circumstances be liable to refund or otherwise pay the Promoter for any monies paid out for such costs.

SAFETY & SECURITY

SECURITY

39. The Promoter shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the Performance(s). In particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the Venue(s) and the remote mixing console.

ARTIST DRESSING ROOM

40. The Artist's dressing room must be exclusively for the Artist's use, properly equipped as a dressing room with running hot and cold water, mirror, table, seats and 13-Amp electricity, have easy access to toilet facilities and be in close proximity to the stage.

LOSS OR DAMAGE TO ARTIST'S EQUIPMENT

41. Any loss or damage to the Company's or Artist's equipment or other property once at the site of the Venue(s) (or in the immediate vicinity of the Venue(s)) is the direct financial responsibility of the Promoter. Promoter shall also be liable for any extra costs incurred by the Company or Artist caused by any loss or damage to the Company's or Artist's equipment or other property whilst at the site of the Venue(s) (or in the immediate vicinity of the Venue(s)).

ON-SITE CONDITIONS

ACCESS TO THE VENUE(S) AND PARKING

42. The Promoter shall provide the Company with a map clearly showing the location of the Venue(s) and surrounding area indicating the best and the route by which the Artist and crew should arrive / leave / unload / load and the location of and best routes to and from the Artist's dressing room, back stage area and (if applicable), VIP area at the Venue(s), and parking.
43. The Promoter will provide, unless otherwise instructed by Sedate Bookings, sufficient parking space for and electrical supply to the Company's tour vehicles (if applicable). Such parking space shall be available prior to, during and after the Performance(s) throughout and overnight in the event that the Company's tour bus needs to remain overnight. All parking permits and charges shall be obtained and paid for (on a non-recoupable, non-deductible basis) by the Promoter.
44. All relevant details shall be sent to Sedate Bookings not later than fourteen (14) days prior to the Performance(s).
45. The Promoter further agrees to ensure that all passes and relevant documentation needed for the Artist and the Artist's crew to gain access to the Event site and all backstage, stage and sound mixing facilities will arrive at Sedate Bookings not later than fourteen (14) days prior to the Performance(s).

OUTDOOR / FESTIVAL REQUIREMENTS

46. In the event that the Performance(s) is/are intended to take place outdoors, the Promoter shall ensure that the stage and other relevant areas are properly covered so that in the event of rain and/or high winds the Artist and the Company's/Artist's stage equipment, the stage, system, mixing consoles, instruments, wiring etc.) are kept absolutely dry and securely positioned. The Company shall have the sole right to determine in good faith whether such covering and grounding is adequate.

TECHNICAL REQUIREMENTS

47. The Promoter agrees to provide and pay for a first class sound system, lights and stage set for the Performance(s) and all related equipment and all related technical materials, crew and services for the Performance(s) and all such materials, crew and services must be of a standard commensurate with a first class production in the entertainment industry and complying with the technical specifications in the Artist Rider.

VARIATIONS TO THE ARTIST'S ON STAGE TIME AND SET-TIME

48. Any changes to the Artist's on stage time and set time from such times set out in the Principal Terms are strictly subject to the Company's prior written approval.
49. If the Artist's on stage time is changed by the Promoter and the Artist's set time is reduced as a result of such change (e.g. because of a curfew or other time restraints affecting the Event or Artist), the full Fee shall remain payable.
50. In addition, the Company reserves the right to reduce the Artist's set time by the amount of any delay by the Promoter to the Artist's on stage time which is in excess of thirty (30) minutes and in such event the full Fee shall remain payable.

CREATIVE CONTROL

51. The Company shall have sole and exclusive creative control over the production and presentation of the Performance(s), including without limitation the audio and visual content of each performance, the means and methods of presentation (including for the avoidance of doubt stage décor and settings), any music or film played to the audience immediately prior to and following each performance, and the right to designate and change the performing personnel at any time, without prejudice to the Fee. The Promoter agrees that all proposed supporting acts (and the running order of such acts) must be approved in writing in advance by the Company.

MERCHANDISE

52. All merchandising rights in the Artist's Property are reserved to the Company. The Company reserves the sole and exclusive right to sell, or cause to be sold, merchandise (including audio and audio visual recordings in any and all formats and media) bearing the Artist's Property and the Promoter agrees to provide in good time prior to the Performance(s) a safe and suitable area for this purpose inside the Venue(s) close to the main entrance, at no cost whatsoever to the Company.
53. All merchandising rights in the Artist's Property are reserved to the Company subject to the next sentence. If under the Principal Terms the Company has agreed in writing with the Promoter to share a percentage of Gross Receipts from sales of merchandise bearing the Artist's Property ("Merchandise"), at the Event the Promoter shall provide at its cost in good time prior to the Performance(s) a safe and suitable area (or areas) inside the Venue(s) close to the main entrance (and where there is more than one (1) Performance a secure overnight storage area), together with an appropriate number of sales staff for the purpose of selling of Merchandise. The Company shall be responsible for the cost of producing and supplying such Merchandise and shall determine the retail price of the Merchandise. "Gross Receipts" shall mean the retail selling price (excluding VAT) of the Merchandise or as otherwise agreed in writing between the Company and the Promoter. All unsold Merchandise shall remain the Company's exclusive property and be returned by the Promoter to the Company within seven (7) days of the last Performance(s) date.

RADIO, TELEVISION, PHOTOGRAPHY, FILMING & RECORDING

54. Save solely to the extent expressly permitted in the Principal Terms the Promoter shall ensure that no recording, live transmissions or making available of any description or for any purpose shall be made of the Performance(s) save where the Company and Promoter have agreed in writing that there shall be a live audio visual feed of the Performance(s) to stage screens at the Event. It is expressly understood that in the event that the Promoter or a third party wishes to record any part of the Performance(s) in any audio, visual or audio-visual media (any recordings made being referred to herein as "Recordings"), whatsoever then such recording must be with the prior written authorization of the Company. In the event of such recording, then all rights to such Recordings shall be owned exclusively by the Company save for any limited license to broadcast such in the country of performance which may be agreed in writing by the Company (at the Company's absolute discretion).
55. Without limiting the provisions of the previous paragraph, if any Performance(s) is/are recorded the Company shall have the right to approve the final edit of any such Recordings before they are made available (in whole or in part) to the public and the any use of such Recordings (or extracts of them) in any marketing or promotion relating to the Event. The Promoter must not use any so-called "bloopers" or "bleepers" or otherwise use the Recordings (or any Artist Property) in any way which might be derogatory or prejudicial to the Artist's reputation.
56. Photographers at the Performance(s) shall be limited to bona fide members of the press on assignment and/or photographers engaged by the Promoter in full consultation with the Company (subject to the Company's rights of approval in respect of any use of the Artist's Property as set out above).
57. No member of the audience shall be allowed to enter the Venue(s) with professional audio or audio-visual recording equipment (it being acknowledged that the use of mobile phones by members of the audience shall not be a breach of the provisions of this clause). Members of the audience shall be required to hand any such equipment to Venue(s) security personnel upon entering the Venue(s) in exchange for a receipt. Members of the audience shall be able to claim back their

equipment upon presentation of their receipt at the time of their exit from the Venue(s). The Promoter shall arrange with the Venue(s) for these security procedures to be adopted.

CANCELLATION OR CURTAILMENT OF THE PERFORMANCE

58. In the event of the cancellation of the Performance(s) by the Promoter for any reason (excluding, under certain circumstances, any cancellation due to a Force Majeure Event or adverse or inclement weather as set out below), the Promoter shall be liable and bound to pay in full the Fee to the Company as a cancellation charge and the Company shall be entitled to retain (or be paid by the Promoter), any expenses incurred or due to the Company on such date.

COMPANY'S RIGHT TO CANCEL OR CURTAIL THE PERFORMANCE(S)

59. Notwithstanding anything to the contrary contained in this Agreement, it is further expressly agreed and understood by the Promoter that the Company reserves the right (without prejudice to any other rights or remedies which may be available to the Company) to decline to provide the Artist's services to perform at all or to curtail the Performance(s) (without any further liability to the Promoter), if in the Company's reasonable opinion the health and safety of the Artist (or the Company's or Artist's equipment), is at risk as a result of any negligence or non-compliance with the terms of this Agreement by the Promoter or its contractors, including by way of example but not limited to such reasons as faulty or insufficient electrical power, inadequate security or crowd safety measures, or unsafe staging, inadequate stage barriers or water penetration, and in such circumstances the Company shall have the right (without prejudice to any other rights or remedies which may be available to the Company), to be paid the full Fee and to retain (or be paid), any expenses incurred or due to the Company on such date. Sedate Bookings may directly enforce the terms of this Agreement against the Promoter, including but not limited to, by initiating legal action for payment of the Fee or other monies due to the Company.

CANCELLATION DUE TO ARTIST ILLNESS/INJURY

60. Notwithstanding anything to the contrary contained in this Agreement, if the Artist's Performance(s) is cancelled due to the Artist's (or any individual member of the Artist's or their immediate family's) illness or injury, may have as a result that Promoter may be entitled to be repaid the applicable part of the Fee already paid, if any (including any Deposit, for the applicable Performance(s) so cancelled), provided that if such cancellation is due to the Artist's illness or injury then the Company shall not be obliged to repay any sums which it has already paid out from the Deposit for expenses or production costs.

PROMOTER'S OBLIGATION TO HAVE CANCELLATION INSURANCE

61. It is a condition of this Agreement that the Promoter effects at its own cost and expense cancellation insurance (details of which shall be supplied directly by the Promoter to the Company's insurance brokers), to cover any losses incurred by reason of any non-appearance by the Artist due to cancellation by the Company or due to cancellation by the Promoter or due to Force Majeure Events or adverse or inclement weather and to ensure that the Company is properly paid when due all sums payable to the Company under this Agreement in any such event.

LIMITATION OF LIABILITY IN CASE OF ARTIST NON-APPEARANCE OR CURTAILMENT

62. In no event shall the Company, the Artist or Sedate Bookings or the Company's, Artist's or Sedate Bookings' affiliated companies, officers, employees or representatives have any liability whatsoever in respect of any loss or damage (including loss of goodwill or of reputation, loss of profit, incidental loss, consequential loss, indirect loss, punitive or special loss or damages), cost, claim, or other liability whatsoever incurred by the Promoter (or the Venue(s)) as a result of the non-appearance or curtailment of any Performance(s) by the Artist or cancellation by the Company.

BREACH BY THE PROMOTER

63. If before or on the Performance(s) date (or at the Performance(s)) it is found that the Promoter is in breach of its obligations under this Agreement or any other agreement with the Company or the Artist or Sedate Bookings, or if it the financial position of the Promoter has been misrepresented or impaired, or if it becomes clear or reasonably likely (as determined by the Company and/or Sedate Bookings acting reasonably), that the Promoter cannot or will not fulfill its obligations under this Agreement, then the Company may in its absolute discretion (without prejudice to any other rights or remedies which may be available to the Company), cancel the Performance(s) without any liability or penalty of any sort, irrespective of monies paid by the Promoter to the Company at the date of cancellation and the Company shall have the right (without prejudice to any other rights or remedies which may be available to the Company), to be paid the full Fee. In addition the Promoter shall reimburse Company for any verifiable expenses incurred by the Company and/or the Artist as a result of Promoter's breach and any expenses otherwise due to the Company as at the date of such cancellation.

PROMOTER'S INDEMNITY

64. The Promoter shall indemnify and hold harmless the Company, Artist and Sedate Bookings from and against any and all damages, claims, costs, judgments, fees, penalties, fines and/or other sums incurred in connection with any failure and/or delay by the Promoter to pay any necessary licenses, insurance premiums, taxes, fees, levies, and the like to applicable governmental or other authorities or companies.

LIMITATION OF COMPANY'S, ARTIST'S AND SEDATE BOOKINGS' LIABILITY

65. Without limiting any other provisions relating to the Company's, Artist's or Sedate Bookings' liability (and in addition thereto) it is expressly acknowledged and agreed by the Promoter that to the fullest extent permitted by law neither the Company, nor the Artist nor Sedate Bookings nor the Company's, nor the Artist's or Sedate Bookings' affiliated companies, officers, employees or representatives have any liability whatsoever in respect of any loss or damage (including loss of goodwill or of reputation, loss of profit, incidental loss, consequential loss, indirect loss, punitive or special loss or damages), cost, claim, or other liability whatsoever incurred by the Promoter (or the Venue(s)) or any other third party, howsoever caused (including, but not limited to, in relation to the attendance of the general public at the Performance(s), or the sale of tickets therefore, or damage occasioned to the structure and fabric including furniture and furnishings of the building or buildings in which the Performance(s) takes place, or any termination of this Agreement by the Company in accordance with this Agreement) and the maximum liability to the Promoter under this Agreement in any circumstances is capped at an amount equal to the Fee actually paid to the Artist for the Performance(s) in question (but without prejudice to any other provision of this Agreement which limits the Company's, Artist's or Sedate Bookings' liability to a greater degree). To the fullest extent permitted by law, no losses or damages, costs, claims, or other liability will be chargeable back to the Company or the Artist or Sedate Bookings or off-set against any sums payable to the Company under this Agreement.

FORCE MAJEURE EVENTS

66. If any Performance(s) under this Agreement is rendered impossible, hazardous, unsafe or is otherwise prevented or impaired due to the Artist's death (or the death of any immediate member of the Artist's family); accident; interruption or failure of means of transportation; Acts of God; a national calamity; war; acts of terrorism; riots or civil disorder in the vicinity of the Venue(s) which either party reasonably believes threatens the safety of the Artist, the Company's or Artist's

crew or equipment; strikes, labour disputes and lockouts; epidemics; the act or order of any public authority (provided such act or order is not due to the Promoter's failure to comply with applicable safety codes and laws, and all other applicable regulations, laws and licenses); failure of staging or electrical supplies (in each case not attributable in any way whatsoever to the negligence of the Promoter, or the Promoter's agents or subcontractors); and/or any other cause or event, similar or dissimilar (but excluding adverse or inclement weather at or in the vicinity of the Venue which shall not be deemed a Force Majeure Event), provided such events are beyond the control of either party (each of the foregoing events being a "Force Majeure Event"), then the Promoter's obligations solely with regard to the Fee for the affected Performance(s) shall be excused, and the Company shall (as the Company's sole obligation) reimburse the Promoter with the Deposit (if any) excluding any sums already paid out from the Deposit for expenses or production costs and there shall be no claim for loss, damages or expenses by the Promoter, and the Promoter shall likewise have no liability to the Company in connection therewith except to pay the Company for any expenses incurred by the Company in respect of such affected Performance(s), to the extent that such sums are not covered by the Company's cancellation insurance policy (if any).

67. For the avoidance of doubt the following shall not be automatically deemed to be Force Majeure Events: inclement or adverse weather conditions which affect the Venue or its immediate vicinity; and fire, earthquakes, volcanic activity, floods or acts of terrorism not resulting in damage to the Venue(s) or its immediate surroundings sufficient to render it unusable or unsuitable for the performance(s). In such circumstances the Company shall have the sole right, acting reasonably, to determine whether such events shall render the Performance(s) impossible, hazardous or unsafe and which (if any) therefore constitute a Force Majeure Event.
68. However, in the event that adverse or inclement weather prevents the Artist from attending the Venue(s) in time for the Performance(s), such occurrence shall be deemed an interruption or failure of means of transportation beyond the Artist's control and therefore constitute a Force Majeure Event for the purposes of this clause 70-73.
69. The Promoter's failure to make provisions for inclement weather, or to procure suitable insurance to mitigate the risks associated with outdoor events, shall not in itself be grounds for the declaration of a Force Majeure Event.
70. Notwithstanding the foregoing, if there is a Force Majeure Event but the Artist is nevertheless ready, willing and able to give the Performance(s), the Promoter shall remain liable to pay and shall pay the Company the full Fee and any applicable expenses otherwise due to the Company under this Agreement.
71. For the avoidance of doubt, circumstances which do not materially affect the Promoter's ability to perform its obligations under this Agreement, but do have the effect of reducing the economic benefit of this Agreement for the Promoter or making the Performance(s) uneconomic for the Promoter shall not be deemed Force Majeure Events.

ADVERSE OR INCLEMENT WEATHER

72. Save as provided under clause 72, if any Performance(s) under this Agreement is rendered (or declared to be) impossible, unsafe or is otherwise cancelled, prevented or impaired due to adverse or inclement weather at or in the vicinity of the Venue then the Promoter shall remain obliged to pay and be liable for the full Fee for such Performance(s) which shall be paid to the Company by the Promoter in full no later than the day after the scheduled date of the Performance in question, and the Company shall have the right to retain any Deposit or part payment of such Fee which may have been made in advance and be paid any applicable expenses otherwise due to the Company under this Agreement. As such the Promoter must ensure that it has in place adequate insurance to cover it for payment of the Fee in all such circumstances attributable to adverse or inclement weather.
73. Notwithstanding clause 76, if the Company has cancellation insurance which covers payment of the Fee in the event of cancellation, prevention or impairment of the Performance(s) due to adverse or inclement weather, the Promoter's liability for payment of the Fee as set out in clause 76 shall be reduced by the amount received by the Company from its insurer in respect of such cancellation, prevention or impairment.

PROMOTER'S GENERAL OBLIGATIONS

74. The Company agrees to provide the Artist's services in respect of the Performance(s) in consideration of payment by the Promoter to the Company of the Fee (and all applicable costs and expenses payable to or on behalf of the Company and Artist), and in consideration of the Promoter at its sole cost and expense:
 - (i) promoting, publicizing, producing and presenting the Event to the best of its skill and ability;
 - (ii) using its best endeavors to sell all the tickets for sale therefor at the Ticket Price(s) both set out in the Principal Terms;
 - (iii) procuring the availability of the Venue(s) in accordance with all applicable safety codes and laws, and all applicable regulations, laws and licences (including performing right licenses);
 - (iv) undertaking to supply to the Company on request a certified true copy of the Promoter's fully executed agreement relating to the provision of the Venue(s) between the Promoter and the Venue(s) proprietor;
 - (v) providing the Company no later than two (2) weeks prior to the Performance(s) with all information necessary to enable the Company to fulfil the Company's obligations under this Agreement including, without limitation, clear plans of the Venue(s) indicating the route by which the Artist should arrive and unload / load costumes and equipment and a full itinerary and all necessary passes or documentation for the Event with all relevant dates, times (including any rehearsal or sound check times), locations, names, addresses/email addresses and phone numbers of relevant staff, crew, local hotels, arrival times, door open times and performance and curfew times;
 - (vi) undertaking the supervision and management of the Venue(s) and all elements of the Event (excluding artistic matters relating to the Performance(s)) which shall be controlled by the Company;
 - (vii) appointing (and notifying the Company of the identity of) the Promoter's representatives at the Venue(s) and supplying the services of the same so that they shall be available at all reasonable times and places to personally to supervise the Promoter's obligations under this Agreement;
 - (viii) obtaining all work permits required by the Company for the Performance(s) including any of the Artist's support performers and crew and personnel;
 - (ix) supplying a first class sound system, lights and stage set and décor for the Performance(s) and all related equipment and all related technical materials, crew and services for the Performance(s) all such materials and services to be of a standard commensurate with a first class production in the entertainment industry and complying with the technical specifications in the Artist Rider.
 - (x) paying all staff and crew and other performers (if any) at the Venue(s) (including all union payments) and paying all other contributors to the Event;
 - (xi) paying all staff and crew and other performers (if any) at the Venue(s) (including all union payments) and paying all other contributors to the Event;
 - (xii) promptly and diligently comply with the Company's (and Artist's) directions regarding the arrangement of equipment and décor and ensuring that adequate numbers of stagehands, electrical operators and other staff (as required), are available for such purpose;

ROLE OF SEDATE BOOKINGS AS AGENT

75. Sedate Bookings is acting only as an agent and/or intermediary for the Company not a principal under this Agreement and accordingly Sedate Bookings shall not (to the fullest extent permitted by law), be liable for any act, omission or default by the Company (or the Artist), under this Agreement or for any costs, losses or damages whatsoever incurred by the Promoter related thereto. It is further agreed that the Promoter shall not (to the fullest extent permitted by law), be entitled name or join Sedate Bookings as a party in any civil action or suit anywhere in the world arising out of, or in connection with, or related to any act, omission or default committed pursuant to or in connection with this Agreement by the Company, the Artist or the Promoter. The Promoter expressly acknowledges and

agrees that any legal action for recovery of fees paid to the Company under this Agreement shall be prosecuted against the Company. Nothing in this Agreement will prevent Sedate Bookings from enforcing the terms of this Agreement against the Promoter, including but not limited to, by initiating legal action for payment of the Fee or other monies due to the Company.

IMPLIED TERMS

76. This Agreement expressly excludes any third party terms and conditions unless specified in the Principal Terms. To the extent that the terms of these General Terms conflict with any terms and conditions specified in the Principal Terms then the terms of the Principal Terms shall prevail. Without limiting the foregoing, to the extent that the terms of this Agreement conflict with any terms implied under the rules or practices of any union, guild or similar organization by virtue of either party's membership thereof then the terms of this Agreement shall prevail.

PROMOTER ELIGIBILITY

77. Promoter warrants and undertakes that they have the right and authority to enter into this Agreement and, where the promoter is a person, that they are 18 years old.

CONFIDENTIALITY

78. The terms of this Agreement (including the Fee and the Artist Rider), are strictly confidential and shall be kept confidential by all parties hereto except to the extent it is necessary for either party to disclose such terms for the purposes of fulfilling their obligations under this Agreement or as required by law. In the event of an unauthorized breach of confidentiality on the part of the Promoter, the Company shall have the right, at the Company's discretion and without any further liability to the Promoter, to terminate this Agreement (without prejudice to any other rights or remedies which may be available to the Company) and to be paid the Fee in full and to retain (or be paid) any expenses incurred or due to the Company on such date.

MISCELLANEOUS

79. The Promoter expressly acknowledges and agrees that the warranties and obligations given by the Promoter under this Agreement are also given for the benefit of Sedate Bookings and the Artist and accordingly the terms of this Agreement may be relied upon and enforced against the Promoter directly by the Company, Sedate Bookings and the Artist (whether together, jointly or individually).
80. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.
81. If under the Principal Terms the Artist is contracting personally (as opposed to via a limited company) then references to "Company" in this Agreement (both in the Principal Terms and General Terms) shall be construed as references to the Artist and the terms of this Agreement shall be interpreted accordingly.
82. This Agreement is personal to the Promoter and the Promoter shall not be entitled to assign or otherwise transfer the benefit of this Agreement in whole or in part.
83. Notices given under this Agreement shall be delivered by hand or by recorded delivery post to the addresses of the parties set out on page 1 (or such other addresses as may be notified by either party from time to time) and shall be deemed to have been received, if delivered by hand, at the time the notice is left at the proper address and if sent by recorded delivery on the second working day after posting.
84. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties, whether written or oral, relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud. No variation of this contract shall be effective unless it is in writing and signed by both parties.
85. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
86. If any part of this Agreement is judged by a court of competent jurisdiction to be illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this contract.
87. The date of this Agreement shall be the date on which those conditions specified in the Principal Terms which are necessary for this Agreement to be a valid and binding contract under Dutch law have been fulfilled.
88. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed signature pages of this Agreement transmitted electronically in Portable Document Format (PDF) and electronic signatures (or e-signatures) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after execution of this Agreement.
89. This Agreement (and any non-contractual disputes arising out of it) shall be exclusively governed and construed in accordance with Dutch law and the parties submit to the exclusive jurisdiction of the Dutch courts.