

General Contract Terms

SANOSTRA GmbH for show productions, Richard-Wagner Str. 31, 50674 Cologne, Germany (hereinafter referred shortly as SANOSTRA Productions) leave the contract terms to the customer's own discretion. The terms become subject matter of the contractual agreements:

I. Contract conclusion / terms of payment

1. The contract is concluded by mutual signature of the order or in case of merchants by a written confirmation of the contractor. The contract is also concluded when the customer makes a deposit which SANOSTRA Productions accept as such, or if SANOSTRA Productions start with the fulfillment of the contract performances without the customer's contradiction.

SANOSTRA Productions issue a due account. All prices for agency services are on principle to be understood strictly net, with engagement of artists over the agency plus social security contribution for artists on artists' fees according to the rates fixed by the social security fund for artists and the legal VAT rate which must be paid in Germany, even if this should not be arranged in the individual case. If a tax must be paid to another state-run organisation, SANOSTRA Productions has a claim to payment of this tax. Discounts are not allowed. The total amount must be paid without deductions subject to any provision to the contrary:

- 30 % of the order amount upon conclusion of the contract
- 40 % of the order amount not later than 6 weeks before the start of the event
- 30 % of the order amount not later than 1 week before the start of the event

The compensation of expenses (travel costs, etc.) is affected the latest 14 days after the event.

Travel fees, overnight stays and expenses are cashed up according to expenditure. Flights within Europe are made in the Economy Class, whereas intercontinental flights are made in the Business Class. Rail journeys are made in the 2nd class. Journeys in a passenger car are charged with 0.50 €/km and in a van from 7,5 tons up with 1,40 €/km.

2. All expenditures and outlays of SANOSTRA Productions that are not taken on in accordance with the legal provisions of the performance specification by SANOSTRA Productions, are cashed up according to effort.
3. All performances which are not included in the performance specification have to be additionally recompensed by the customer, too, if SANOSTRA Productions do not revert to performances of third parties but if they let carry through the respective performance by own employees. SANOSTRA Productions are entitled to let carry out work that they can assign in the name and on the account of the customer to third parties, by own employees and to cash it up separately with the customer.
4. SANOSTRA Productions are authorised to calculate dunning charges and default interests customary in banking in case of delay in payment.
5. Possibly arising GEMA and GVL fees as well as energy, water and waste fees and the costs for a sufficient event insurance as well as possible event failure or electronic insurance are taken on by the customer.

II. Execution / organisation

1. The performance and arrangement of the event is carried through on the basis of the concept on hand. Considerable modifications are coordinated with the customer.
2. SANOSTRA Productions are free in the arrangement of the program and the appearances according to the legal provisions of the process plan agreed on. SANOSTRA Productions are not subject to the artistic instructions of a third party.
3. SANOSTRA Productions are authorised to change the agreed contract performances including a program (e.g. in case of failure of a planned artist) and the supply with food and drinks unless the value of the originally agreed performance is not affected adversely by this.
4. At provision or booking of the exhibition and/or event rooms by the customer, the localities will be made accessible on the days of start-up, disassembly and event days to employees and authorized persons of SANOSTRA Productions for the stage set up, installation of lighting and sound engineering as well as for stage rehearsals. The taking down starts immediately after the end of the event. All event and room costs like energy, room rent, supervisory personal, hall technology, cleaning, fire brigade, medical care etc. are cashed up directly by the customer. Artists' wardrobes must be provided on a sufficient scale.
5. The completion of all contracts being necessary for the execution of this contract is carried out in the name and on behalf of the customer. Hereby SANOSTRA Productions are authorised by the customer to conclude all contracts which are necessary or at least useful for the execution and fulfilment of the contract in the name of the customer. SANOSTRA Productions are authorised to issue directives in the interest and in the name of the customer with respect to suppliers who were engaged by the customer for performances for the interest
6. For services which SANOSTRA Productions contract out by convention on behalf of and for account of the customer to third parties (e.g. preferred partners of the customer, hereinafter referred as „external services“) SANOSTRA Productions charge for their service an appropriate provision (general expenses) the amount of which results from the offer of SANOSTRA Productions.
7. The customer guarantees that all necessary and/or agreed cooperation duties of the customer or his assistants on placing the order are settled on time and on a sufficient scale and free of charges for SANOSTRA Productions.
8. Objects of the customer (give aways, banners, technology etc.) always travel at the expense and the risk of the customer. Subject to any provision to the contrary, SANOSTRA Productions arrange for the dispatch in an estimation of their own without responsibility for special packing or the cheapest and/or fastest way. Objects of the customer which are required for the performance of SANOSTRA Productions must be delivered at the

stipulated date free domicile or to the place given by SANOSTRA Productions. The return delivery of these objects is carried out freight collect as of place of use. SANOSTRA Productions are entitled to the conclusion of a transport insurance whose costs the customer has to bear; they are, however, not engaged. Eventual damages in transit have to be shown to SANOSTRA Productions immediately. Possible claims against the haulier are transferred to the customers upon request.

9. SANOSTRA Productions keep documents of the customer left in the context of the order for the duration of six months. At cession of original presentations the customer obliges himself to produce duplicates. SANOSTRA Productions do not assume any liability for presentations of the customer which are not required back within a month after completion of the order.

III. Cancellation and impossibility

1. If the execution of the event is foiled completely or partly for reasons which the customer has to represent, then SANOSTRA Productions keep the claim to the fee agreed on. SANOSTRA Productions, however, will charge for themselves what they save because of the liberation of the performance and what they earn by other use of their labour or miss to earn maliciously. With open-air events the customer bears the risk of the weather.
2. SANOSTRA Productions is authorised to postpone, shorten or cancel the event in case of force majeure (e.g. thunderstorms, storms, hail) and due to special events (war, terror, strike, official orders, epidemic or pandemic, etc.).

A case of force majeure occurs in the case of an epidemic or pandemic even without an official order, if an "epidemic situation of national scope" within the meaning of § 5 of the Infection Protection Act or a comparable situation in accordance with the applicable national law has been determined with an effect on the period of service provision by SANOSTRA or its agents, or with a corresponding determination based on current events and / or situation or risk assessments by the World Health Organization and / or the respective national health authority or other competent authority / body (e.g. the Robert Koch Institute).

In case of non-performance of the contractual duties by SANOSTRA Productions or his assistants due to acts of God or special events all claims from this contract are dropped. In those cases, SANOSTRA Productions keep the claim to already turned due fee shares according to time schedule. For the services of SANOSTRA Productions which were rendered after the last installment turned due according to payment plan, SANOSTRA Productions are entitled to a corresponding fee share being adequate to this service.

3. The customer is allowed to withdraw from the contract. The receipt of the written cancellation at SANOSTRA Productions is substantial. Till the day of the event the customer can withdraw from the contract by a written note.
4. In case of withdrawal by the customer SANOSTRA Productions can demand adequate compensation for the taken measures including the not obtained benefit and their expenses. Instead of the concrete calculation of the compensation for the withdrawal, SANOSTRA Productions can claim the following over-simplified claim to withdrawal fee under consideration of the usually saved expenses:

Three months till three weeks before the beginning of the event 60 % of the agreed fee

- Three weeks till one week before the beginning of the event 80 % of the agreed fee

- As of one week before the beginning of the event 100 % of the agreed fee.

As a basis for calculation the fee agreed with the customer plus VAT less the saved expenses (travel expenses, overnight stay, catering etc.).

The customer is free to furnish proof of the fact that in connection with the withdrawal no costs or only lower costs have arisen than those shown by SANOSTRA Productions in the flat rate.

IV. Liability / insurance

1. For damages to persons or things which were caused by employees or representatives of SANOSTRA Productions, SANOSTRA Productions are liable only at negligent or deliberate action, unless that any compulsory legal provisions stand contrary. Lacks at the contract performances have to be immediately shown to SANOSTRA Productions. The customer is entitled to the right that all failures at the contract performances are remedied in adequate time and in an economically reasonable way. SANOSTRA Productions are not liable and do not take on any guarantee for external services in terms of II. Ciper 6.
2. The customer takes the operational and personal risk for the proper carrying out of the event as well as the liability on a full scale for the safety of the representatives and the equipment of SANOSTRA Productions. SANOSTRA Productions assume no liability for any damages, which has been caused by visitors. Decline, broken glass and possible costs which result from the damage to the premise, the rooms or underground management by the installation to booths, stages, for tents etc. are chargeable to the customer. Same applies for damages to equipment rented by SANOSTRA Productions. The customer is obliged to conclude a sufficiently dimensioned event liability insurance and to prove this towards SANOSTRA Productions on demand.
3. In the case of the culpable non-compliance of the contract or at a culpable breach of contract SANOSTRA Productions are liable only till at most the height of the fee agreed on. The enforcement of further claims for compensation to SANOSTRA Productions are thus impossible. At a culpable breach of contract of the customer SANOSTRA Productions are not obliged to carry out the event.
4. SANOSTRA Productions have the legal authority as well as the technical and artistic responsibility to check themselves the measures developed by SANOSTRA Productions with the care of a proper merchant. The customer bears the risk of the legal permission of communication measures provided that external services or parts of the contract performances which became part of the contract performance due to the instruction of the customer are concerned or provided that SANOSTRA Productions have pointed to the risk. This does

particularly apply to the case that the contract performances violate the directives of the competition law, the copyright and the special advertising laws. A liability is excluded in principle if SANOSTRA Productions do carry through the measures in spite of raised concerns according to the instruction of the customer. In that case the customer must exempt SANOSTRA Productions from the rights of third parties which are asserted against SANOSTRA Productions due to this.

5. As far as SANOSTRA Productions conclude contracts in fulfilment of this contract in the name of the customer with third parties, the activity as per order restricts itself to the choice of the contracting party in question and the conclusion of the contract in question under preservation of the limits put in this contract. SANOSTRA Productions are particularly not obliged to supervise the execution of such contracts themselves. Third parties engaged by SANOSTRA Productions that way are proportionally from SANOSTRA Productions to the customer not fulfilment assistants of SANOSTRA Productions.

V. Discretion/copyright

1. The customer treats confidential the contractual performances and all creative details referring to this; he may only make them accessible to the third party after written consent from the part of SANOSTRA Productions and only insofar as this is necessary for the completion of the contract. The customer engages his employees or assistants in a corresponding way. Both contractual parties oblige themselves not to give any information to a third party about the business secrets and company secrets of the respective other party and/or the agreed fee. The contractual parties allow themselves to publish press releases.
2. SANOSTRA Productions assign all transferable copyrighted and other authorities for the use of the contractual performances delivered under this contract for the purpose being subject to this contract. The transmission is not carried out exclusively provided that the parties do not agree on something else on placing the order. On demand SANOSTRA Productions has to be called by name in publications as originator and executing agency.
3. The outlined ideas and concepts remain intellectual property of SANOSTRA Productions. A further use, the transmission to a third party, a partly or complete realization requires the consent of SANOSTRA Productions. Right of use for drafts which were declined or not executed by the customer stay with SANOSTRA Productions. If the customer uses ideas and/or concepts which represent or contain an intellectual or other creation of SANOSTRA Productions or of their engaged third party, outside or after completion of the contract, a separate fee arrangement must be made at adequate terms.
4. Videos and photos of events are copyrighted. The use by the customer is only possible after previous consent by SANOSTRA Productions according to a prior agreement of a license fee.
5. SANOSTRA Productions are authorised to document the production in picture and sound carriers of all kind and to distribute and publish all photo-, video and film productions resulting from the contractual relationship as well as other technical reproductions for self-promotion or editorial purposes (also on the internet), i.e. without restriction of the areal, objective and temporal field of application. SANOSTRA Productions reserve a right to objection for use going beyond the contract and distribution of picture and sound carriers by the customer or by a third party.

VI. Final provisions

1. Should single or more terms of the contract be or become ineffective, then this does not touch the effectiveness of the contract as for the rest. The ineffective regulation has to be replaced by an effective regulation which meets the economic meaning and purpose of the contract.
2. Verbal supplementary agreements are regarded as not met. Changes and completions of the contract are required in writing.
3. This agreement and the complete facts of the case between the contract parties are subject to the right of the Federal Republic of Germany. The Uniform Law on the International Sale of Goods-is excluded.
4. The district court or the district court Cologne is – as far as permitted - an exclusive place of jurisdiction for all disputes which stand with this contract in an immediate or indirect connection, independent on who takes legal action of the two contract parties.