

1. Payments

- a. Oranjewouf Festival will make payment after receipt of an appropriately arranged invoice (including, among other things, the purchase price, the amount of VAT calculated on it, as well as the VAT number and the account into which payment can be made).
- b. In the event of remuneration, payment will take place after receipt of an adequate invoice and a copy of a withholding agent's statement from the relevant remuneration agency. The fee includes any premiums and other costs to be paid.
- c. Unless otherwise agreed in writing, travel, accommodation, and other expenses are deemed to be included in the buyout sum/fee.

2. Performance

- a. Practical agreements (regarding warming up, free tickets etc.) are made by the production management of Oranjewouf Festival, who will contact the performer for this purpose.
- b. Oranjewouf Festival provides a ready-to-play space with the necessary personnel and technical facilities for the agreed performance.
- c. The performer is not permitted to modify in any way, cover up or use the instruments and/or equipment that the festival has made available for the performance in any way or in any way other than normal without having received express permission to do so from the owner/landlord and/or Oranjewouf Festival. This also includes unprotected physical touching of piano strings.

3. Publicity

- a. The performer undertakes not to issue promotional materials, advertisements, or statements regarding the performance or to grant permission for this without the prior written permission of Oranjewouf Festival, which obligation remains until Oranjewouf Festival has announced the concert to the public.
- b. Oranjewouf Festival is entitled to all publicity and merchandising rights regarding advertising, publicity, and promotion of the performance in any form or in any media.
- c. The executive undertakes to provide customary and royalty-free publicity material to Oranjewouf Festival within one week of signing this agreement without additional costs unless this has already happened.
- d. Oranjewouf Festival is authorized to provide the content, appearance, and distribution of advertising and informative communications, including program booklets, brochures, and posters, associated with the agreed performance.
- e. The performer hereby grants permission to Oranjewouf Festival to use his/her name, portrait and all information and materials provided to Oranjewouf Festival under this agreement for advertising, merchandising, publicity, and promotional material, including the program that Oranjewouf Festival will issue in connection with the performance.

4. Registration, media, and related rights.

- a. The performer is not permitted to make any sound and/or image recordings, whether for commercial use, or to have them made of rehearsals and/or performances that take place in the context of Oranjewouf Festival and to which this agreement relates without express written permission granted in advance by Oranjewouf Festival.
- b. The rights relating to the recordings referred to in this article are the property of Oranjewouf Festival, unless expressly agreed otherwise in writing.
- c. The performer declares himself willing to participate in radio and/or television recordings of a rehearsal and/or the agreed performance, the broadcast of which is exclusively intended for documentary, informational or publicity purposes and the broadcast duration of which may not exceed three minutes without Oranjewouf Festival must inquire further with the performing artist about whether an additional fee is due.
- d. Oranjewouf Festival reserves the right to record the entire performance for broadcast via radio, television, or internet, provided that the performer has been informed about this in advance and

has given permission for this. Unless the parties have agreed otherwise in writing, no additional compensation will be paid to the performer, not even for any repeat broadcasts.

- e. The rights to the recordings referred to in paragraphs c and d of this article belong to Oranjewouf Festival, unless otherwise agreed in writing.

#### 5. Royalty

Payments due to BUMA based on the agreed program will be borne by Oranjewouf Festival, unless otherwise agreed in writing. The performer indemnifies Oranjewouf Festival against other claims based on the copyright of third parties.

#### 6. Sponsoring

- a. The performer accepts that Oranjewouf Festival offers sponsorship opportunities regarding the performance to both commercial and non-commercial organizations. In that context, Oranjewouf Festival has the exclusive right regarding these sponsorship opportunities. In this context, Oranjewouf Festival and the performer agree as follows:
  - The performer gives exclusive permission to Oranjewouf Festival regarding all communication and sponsorship opportunities to be provided by or on behalf of Oranjewouf Festival regarding the performance. This includes, but is not limited to, publicity, promotional or promotional materials, websites, programs, and other materials created or issued in connection with the performance.
  - Oranjewouf Festival will not mention any sponsors of the performer in this communication unless this has been expressly agreed in writing in advance.
- b. The executive declares that he is willing to cooperate in publicity activities in support of the performance.

#### 7. Non fulfilment and force majeure

- a. If performance does not take place due to circumstances attributable to the fault of the performer, he will lose his right to the fee. Oranjewouf Festival reserves the right to recover all costs arising from the cancellation of the performance from the performer, in which case the damage between the parties is deemed to amount to at least the amount of the agreed fee, without prejudice to the right of Oranjewouf Festival to recover the actual damage suffered.
- b. If the performance does not take place due to circumstances attributable to the fault of Oranjewouf Festival, the performer reserves the right to recover all costs resulting from the cancellation of the performance from Oranjewouf Festival, in which case the damage will be settled between the parties. deemed to be at least the amount of the agreed fee, without prejudice to the right of the executive to recover the actual damage suffered.
- c. either party is liable to the other party for failure to fulfill their respective obligations under the agreement concluded between the parties if this is the result of a cause beyond the control of the parties, including in any case, but not is limited to, fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot and civil commotion, embargo, disruption of air or other travel services, force majeure, act or threat of terrorism, war or armed conflict, invasion, occupation, intervention of armed forces or any government measures in relation to the preceding circumstances (each a case of force majeure).
- d. In cases of force majeure, Oranjewouf Festival has the right to suspend the execution of the agreement without judicial intervention, or to consider the agreement as dissolved with immediate effect, or at least to dissolve it.
- e. If a (threat of) force majeure occurs, the affected party must inform the other party in writing within 72 hours at the latest (for which purpose e-mail is sufficient). In that case, Oranjewouf Festival is not obliged to pay any further compensation to the performer. However, the travel costs already incurred by the executive that are directly related to the activities included in the agreement will be reimbursed by Oranjewouf Festival up to the maximum price for a second-class ticket and/or economy class airline ticket, under the condition of submitting proof of

payment. and on the condition that these costs cannot be claimed from the carrier or third parties.

- f. Even though the parties are aware of the existence of Covid-19 and its possible consequences, they expressly agree that Covid-19 and all its consequences in whatever form fall under the description referred to in Article 7b. This includes, but is not limited to, any (government) measures or advice as well as forecasts regarding the further course of the pandemic that, in the unilateral opinion of Oranjewoude Festival, lead to unacceptable risks for the continuity of Oranjewoude Festival if the obligations of the above-mentioned agreement will nevertheless be fulfilled.

#### 8. Liability

Oranjewoude Festival is not liable for damage to goods or persons insofar as this is not caused by intent or gross negligence of (an) employee(s) of Oranjewoude Festival.

#### 9. Exceptions

These provisions can only be deviated from if the parties agree in advance and exclusively in writing. The changes will then form part of the agreement.

#### 10. Jurisdiction

Dutch law applies to this agreement. Any disputes arising from this agreement will be submitted to the competent court in Leeuwarden.