

## **GENERAL TERMS AND CONDITIONS SPONSORSHIP MOJO CONCERTS B.V.**

### **Article 1 - Applicability**

- 1.1 These terms and conditions apply to every offer (quotation) of Mojo Concerts B.V. (hereinafter: "MOJO") and every agreement between MOJO and the party who will act as a partner or supplier (hereinafter: "the Partner") in relation to any event organized by MOJO (hereinafter: "the event"). The applicability of any general terms and conditions of the Partner is explicitly rejected.
- 1.2 MOJO is authorized at any time to modify these terms and conditions unilaterally.

### **Article 2 – Formation and termination of the agreement**

- 2.1 Every offer or quotation of MOJO is without obligation, does not bind it and does not apply to a follow-up order or agreement, as long as the offer has not yet been accepted. Immediately after acceptance, MOJO is entitled to modify or revoke the content of the offer. The offer is the written (including electronic) offer (quotation) made by MOJO to the Partner.
- 2.2 An agreement between MOJO and the Partner is established at the moment that MOJO has received written (including electronic) or verbal acceptance of its offer from the Partner. Changes made unilaterally by the Partner to MOJO's offer will only form part of the agreement after these changes have been accepted in writing by MOJO.
- 2.3 In principle, MOJO shall commence execution of any part of the agreement as soon as it has received an offer signed for approval by the Partner's authorized signatory. Parties may formalize their agreement with an agreement. However, the Partner may not derive any rights from the absence of such (signed) agreement.
- 2.4 Unless agreed upon otherwise in writing, the agreement terminates by operation of the law (and without the requirement of notice of termination) after the event or the events. Except for the situations as provided in article 8, the agreement may not be terminated before the end of the term.

### **Article 3 – Conditions of sponsorship**

- 3.1 The Partner shall always make any sponsorship communications (including on-site activation, marketing/advertisements/promotional communications) in connection with the event in consultation and in accordance with MOJO's instructions.
- 3.2 Any intended use of MOJO's intellectual property rights, is only allowed after approval by MOJO.
- 3.3 The Partner is not authorized to use the name or picture of any artist performing at the event.
- 3.4 Unless agreed upon otherwise in writing, MOJO is authorized to contract other (main) partners and sponsors for the event.
- 3.5 When parties agree upon a so-called branch exclusivity of the Partner, then such exclusivity will be limited to the product or service of which the Partner primarily makes its business.
- 3.6 The Partner undertakes to use a theme during its presence at the event, which in the opinion of MOJO does not conflict with the other partners and sponsors of the event. The Parties shall enter into consultation to this end.
- 3.7 Unless otherwise agreed in writing, the Partner shall be regarded as the data controller within the meaning of the General Data Protection Regulation if personal data are processed in connection with the sponsor communications.

### **Article 4 – Fees and payment**

- 4.1 All sponsorship fees agreed upon by MOJO and the Partner are excluding VAT.

- 4.2 For multi-year agreements, unless otherwise agreed in writing, the fee will be changed annually on January 1st, so for the first time as of January 1st of the second year after the commencement of the agreement and so on. The new fee shall be calculated by multiplying the applicable fee by the index figure for the calendar year preceding the year in which the amended fee takes effect, divided by the index figure for the preceding calendar year. The index figure referred to above is the annual index figure in the series Total Consumer Price Index (CPI) All Households, as calculated by the Central Bureau of Statistics (C.B.S.) on the most recent basis. If this index figure is no longer provided by the C.B.S., it will be replaced by the index figure that, according to the C.B.S., can best be compared with said index figure. An indexation can never imply a reduction of the annual compensation.
- 4.3 Unless otherwise agreed in writing, payment of the fee must be received in full by MOJO no later than 1 (one) month prior to the date of the event.
- 4.4 MOJO will send an invoice to the Partner in a timely manner in this regard. The Partner is responsible for the timely provision of the correct invoice instruction and, if necessary, a payment reference. The Partner can never invoke delay due to internal procedures and rules.
- 4.5 The Partner waives the right to set off any debt owed to MOJO or demand suspension. MOJO shall be entitled to set off any claim it has against the Partner or its affiliates on any account against any debt owed by MOJO or its affiliates on any account to the Partner.
- 4.6 If any payment term is exceeded, the Partner shall be in default and all claims of MOJO against the Partner under the relevant agreement shall become immediately due and payable.
- 4.7 Payments made by the Partner during the period in which it is in default shall first be applied to payment of judicial and extrajudicial costs and the interest due, and only thereafter to the principal sum, even if the Partner specifies a different destination at the time of payment.
- 4.8 All costs related to the Partner's sponsorship communications (including on-site activation, marketing/advertisements/promotional communications) shall be borne by the Partner.
- 4.9 MOJO will take care of the production work related to the on-site activation. For this work, as well as for consumption costs (electricity, water, internet), the Partner will owe MOJO an industry-usual fee, about which MOJO will inform the Partner prior to the event. In addition, MOJO will charge the Partner a handling fee of 15% (fifteen percent) over the aforementioned costs for the performance of the production work. This handling fee will not be charged on coins, catering and items that already have to be produced by MOJO for the benefit of the event and therefore do not involve any additional work.

## **Article 5 – Admission Tickets**

- 5.1 If MOJO provides the Partner with admission tickets under the agreement, then those admission tickets and access to the event will be subject to MOJO's General Terms and Conditions For Admission Tickets. The relevant terms and conditions can be viewed at [www.mojo.nl](http://www.mojo.nl). The Partner and its employees and associates, or at least the users of the admission tickets, are bound by them. Violation may result in expulsion from access to or removal from the festival site or concert location.
- 5.2 Unless agreed upon otherwise in writing, the Partner is not authorized to sell the aforementioned tickets to third parties or use the tickets for any commercial activities.

## **Article 6 - Liability**

- 6.1 MOJO is only liable for direct damage of the Partner if the damage is the direct result of a fault of MOJO which can in no way be attributed to the Partner. Beyond this, MOJO is only liable for damage resulting from intentional or deliberately reckless acts of (the managers of) MOJO. This does not include the intentional or deliberately reckless actions of subordinates or auxiliary persons of MOJO.

- 6.2 Insofar as MOJO may be liable to the Partner on any grounds whatsoever for direct damages suffered by the Partner, such liability shall at all times be limited to the lower of (i) the invoice for the agreed upon performance or (ii) the amount that would be paid out under MOJO's legal liability insurance.
- 'Direct damages' as referred to in this article 6.2 shall mean only:
- (i) the reasonable costs that the Partner would have to incur to have MOJO's performance comply with the agreement. However, this damage shall not be compensated if the Partner has dissolved the agreement;
  - (ii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
  - (iii) reasonable costs incurred to prevent or limit damage, to the extent that the Partner demonstrates that these costs led to the limitation of direct damage within the meaning of these terms and conditions.
- 6.3 MOJO shall never be liable for damage indirectly suffered by the Partner, including consequential damage, loss of profit, missed savings and damage due to business interruption, except for damage which is the result of intentional or deliberately reckless acts of (the manager of) MOJO. This does not include intentional or deliberately reckless actions of subordinates or auxiliary persons of MOJO.
- 6.4 MOJO will only be in default with the fulfilment of any obligation to Partner if it fails to respond to a written notice of default by Partner and a reasonable period of at least 14 (fourteen) days is given for the fulfilment.
- 6.5 The Partner is liable for any damage from any cause whatsoever on the occasion of, or in connection with, (the construction and dismantling of) the event to which the agreed performance relates, inflicted by employees, third parties engaged by Partner, or property of the Partner to: (i) visitors of the event, or employees and property of MOJO, or other counterparties of MOJO and (ii) the location (and accessories) of the event and all items that are on the location in connection with the event. The Partner is obliged to take out adequate (third party) insurance to cover such damages. Upon MOJO's first written request, the Partner shall provide MOJO with a copy of the insurance policy and conditions.
- 6.6 The Partner shall indemnify MOJO against all claims of third parties in respect of damage for which the Partner is liable under the above.

## **Article 7 – Cancellation of the event**

MOJO has the right to cancel or limit the event (whether or not as a result of a legal obligation and/or governmental advice) and to suspend (in part) its obligations to the Partner, without being liable to the Partner for any losses, costs and/or expenses incurred by the Partner directly or indirectly resulting from the cancellation, limitation or suspension. Following such cancellation or limitation, the Parties shall consult on an amount to be agreed upon for communications and/or sponsorship rights already used by the Partner in connection with the Event. This amount shall be paid by the Partner to MOJO, or offset against any contributions already paid by the Partner to MOJO.

## **Article 8 – Interim termination**

- 8.1 Unless agreed upon otherwise in writing, the agreement may not be terminated before the end of the term.
- 8.2 Notwithstanding Article 8.1, each party to the agreement is entitled to dissolve, terminate or suspend the agreement, with immediate effect and without judicial intervention, without being liable to the other party for damages or otherwise, if:
- a. the other party defaults on any obligation under the agreement;
  - b. the other party applies for suspension of payment;

- c. the other party has filed for bankruptcy or is declared bankrupt;
- d. the other party is placed in receivership or dies;
- e. the legal entity or other legal form of a party is dissolved, or if the business of a party ceases all or part of its activities or transfers it to a third party.

## **Article 9 – Intellectual property**

- 9.1 The names and logos used by MOJO (including, but not limited to, the name and logo MOJO) are protected trade names, trademarks and copyrighted works. The Partner is not permitted to use that which is subject to MOJO's intellectual property rights (including use as a reference) except with MOJO's prior written consent.
- 9.2 To the extent that as a result of the execution of the agreement there would be the creation of copyright, trademark or other intellectual property rights, this is assumed to be included in the fee agreed upon by the parties and MOJO will be considered the right holder, or the full intellectual property rights will be transferred by the Partner to MOJO in advance, which transfer is already accepted by MOJO in advance. If transfer is not possible, the Partner grants MOJO an unrestricted, exclusive, perpetual license to use the aforementioned rights (including (future) modes of exploitation). MOJO shall determine at its sole discretion the manner and extent to which it will make use of the aforementioned license. For both any transfer and licensing, the fee shall be deemed to be included in the fee agreed upon by the parties for the order given by MOJO to the other party.
- 9.3 If and to the extent that the delivered goods and/or services are subject to existing intellectual property rights of the Partner, the Partner hereby grants MOJO a free perpetual license to these rights. The Partner guarantees that the delivered goods and/or services do not infringe any intellectual property rights of third parties, and indemnifies MOJO in full against claims of third parties in this regard.
- 9.4 To the extent that with respect to the transfer or licensing referred to in Articles 9.2 and 9.3, further cooperation of the Partner or further formalities are required, the Partner grants an irrevocable power of attorney to MOJO to have any deeds executed in the name of the Partner which are necessary for the transfer or licensing, including but not limited to the drawing up of an exclusive license deed, and the Partner will cooperate.

## **Article 10 – Other provision**

- 10.1 The Partner is not entitled to transfer its rights, interests and/or obligations under the agreement to third parties, except with MOJO's prior written consent.
- 10.2 Camera surveillance may be used at/in the event locations to monitor and secure persons, goods, information, buildings, grounds, business and (production) processes present. The cameras record image and sound and presence on/in and around the venue 24 hours a day. Signs indicate that cameras are being used. For more information on how MOJO handles the processing of personal data in relation to camera surveillance, MOJO refers to MOJO's privacy statement which can be found at [www.mojo.nl/privacy-statement](http://www.mojo.nl/privacy-statement).
- 10.3 Each party is required to maintain absolute confidentiality with respect to all data, information and documents of a confidential nature received from the other party.
- 10.4 The invalidity of any provision of these terms and conditions shall not affect the validity of the remaining provisions of these terms and conditions.
- 10.5 The Partner shall make efforts to prevent and combat undesirable and/or transgressive behaviour of its subordinates and third parties, whether or not by pursuing an active policy and implementing codes of conduct.

- 10.5 Dutch law applies to all agreements between the Partner and MOJO. All disputes that may arise as a result of any agreement between MOJO and Partner shall be settled exclusively by the competent court in Amsterdam.
- 10.6 In case of differences in the interpretation of the Dutch and English text of these terms and conditions the Dutch text will prevail.

*Version December 2023*