

STANDARD TERMS AND CONDITIONS FOR ARTIST AND PERFORMER ENGAGEMENT

This Norway Festivals ("NF") standard terms and conditions ("**Standard Terms & Conditions**"), along with any attached Festival Production & Technical Information, if any ("**Specifications**"), collectively referred to as, "**Festival Riders**", are attached to and made a part of the artist performance contract entered into by the Parties ("**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 prevail, 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 Addendum and a Festival Production & Technical Information, this Addendum shall prevail.

The definitions herein shall have the meanings as follows:

"**Festival**" shall mean the contracting party for the Festival as set forth in the Performance Contract.

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

"**Artist**" or 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 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 time schedule and time limits agreed between them in advance, and no overrun or extension of the Artist's Performance ("**Performance**") can be permitted. The Artist must keep informed regarding the agreed time regulations, and any agreed revisions to such regulations. The Artist must ensure that the Artist's travel schedule allows for arrival at the Festival in due time prior to the Performance.

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 has notified the Artist about. 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 Artist's billing shall be multi artist festival billing unless specified otherwise in the Performance Contract.

2 TICKETING

Any provisions relating to tickets shall be as agreed by the parties and set out in the Performance Contract. No complimentary tickets will be allocated to the Artist unless agreed in the Performance Contract. Unless otherwise agreed in the Performance Contract, the ticket price is set at the sole discretion of the Festival.

3 INSURANCE

The Festival is a Norway Festival member and adherent and as such the Festival agrees to comply with the following:

Please note that if you cannot achieve this level of cover but still wish to use the NF terms you must state this in the Performance Contract ["The Festival Organiser confirms and warrants that it has public liability and other insurances in place as are necessary, and that these insurances are at least to the minimum level of cover as prescribed by Norwegian law"].

A NF Festival with capacity of under 15,000 paying visitors (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 NF Festival with a capacity of more than 15,000 visitors and less than 49,999 paying visitors attending on any given day will have in place valid public liability insurance of no less than five (5) million Euros (E5,000,000) or the local currency equivalent. A NF Festival with a capacity of more than 50,000 paying visitors 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.

The Company 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). The Artist must inform the Festival if the Artist does 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 negligent acts or omissions. The Artist shall otherwise be responsible for the safety and security of its own equipment and the Artist's equipment shall 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 the Artist's own costs, losses, fees and guarantees in the event of cancellation due to any instance of force majeure and/or Artist 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 the Company's 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 the Artist's 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 the Company then by direct bank transfer to the Company's nominated account the first working day after the Artist's Performance.

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

Unless expressly agreed otherwise, and set out in the Performance Contract, the payments made to the Company are gross payments and the Company will be fully responsible for its own withholding tax liabilities. The Festival is not liable in any way for the Company's withholding tax liabilities unless it is required by a statutory authority, in which event the Festival will deduct national withholding tax. In the event of any deduction the Festival will notify the Company of such deduction and provide the Company with full details of the taxation authority. The Company will be responsible for procuring all and any necessary tax information and waivers, but the Festival will use its reasonable endeavours to assist the Company with such where practicable, and will as soon as practicable provide a copy of any certification from the relevant taxation authority which the Festival is provided with. The Festival will promptly pay all such withholding taxes (or similar tax) to the applicable governmental authorities. The Festival shall as soon as reasonably practicable supply the Artist's designated representative with relevant documentation to show proof of payment by the Festival of such withholding taxes, as well as for the purposes of obtaining foreign tax credit. The Festival shall indemnify and hold harmless the Artist and the 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, the Company shall provide the Festival with full details of their VAT registration. A valid VAT invoice with VAT registration number and details of VAT shall also be submitted to the Festival in advance of any payment. The Festival shall pay to the Company the VAT on top of the payments made to the 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, the Company will be responsible for all and any visas that are necessary for the Artist's Performances, but the Festival will use its reasonable endeavours to co-operate with the Company and assist the Company 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, the Festival and/or the Artist'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/Artist shall make no further claim against the Festival for such payment, nor the Festival against the Artist/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 the Artist is at, or is en-route to, the Performance, the 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 the Artist has commenced the Performance prior to such cancellation, the foregoing shall not apply, and the 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 central 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 endangers 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 Inclement weather

Subject to 5.1 above, should the Festival and/or the Artist's Performance be cancelled and/or abandoned by reason of inclement weather, this shall not be an instance of force majeure. If the Artist is ready, willing and able to perform, despite 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 for such payment or has insurance that will cover the Festival's costs and fees resulting from such cancellation. Inclement weather shall mean any weather that is not rare and unpredictable, such as adverse weather conditions, including but not limited to flood, storm, high winds, hurricane, electric storm, or other act of weather.

In the event that the Artist can, and wishes to, perform, but the Festival must cancel the Performance due to orders from public authorities, the Festival is not obliged to pay any fee to the Artist/Company.

5.3 Artist illness

In the event that the Artist, or any key member of the Artist if the Artist is a group, gets a medical condition or illness which makes it impossible or inadvisable that the Artist performs at the Festival, and a medical certificate documenting such illness and is provided to the Festival, the Artist's Performance shall be cancelled at Artist's request and all monies previously paid by the Festival to the Artist, or their nominee, in respect of that Performance, shall be promptly refunded and returned by the Artist (or the Artist shall instruct those holding such monies to refund and return them). The Artist/Company shall make no further claims against the Festival, nor the Festival against the Artist/Company.

The medical certificate does not need to state the specific condition or illness. As an alternative to providing a medical certificate to the Festival, the Artist may provide such certificate on a similarly confidential basis to the Festival's insurance company.

The above applies also in the event of the death or serious illness or injury to any close family member or spouse of the Artist, when documentation of such is provided to the Festival.

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 Artist as set out in 5.3 the Company's liability to the Festival will be limited to the immediate repayment of any sums paid to the Artist or the Artist's nominee by the Festival.

The Festival cannot accept so called 'thirty day' notice periods for cancellation once the Festival has been put on sale. 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

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 the Artist will perform, the safety and security of all backstage areas and all health and safety management, including stage, front of stage, barriers and backstage security, as well as 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 the Company into any backstage or on-stage area will be in the reasonable discretion of the Festival. The Festival shall not admit any guests into the Artist's backstage or on-stage area (except for necessary production or security personnel) unless approved by Company.

Notwithstanding the above, 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. The Company is advised to 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. The Company shall advise the Festival if the Company has any security concerns.

The Festival confirms that it is fully conversant with the international standards for health and safety, 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 deem 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, 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 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 will use its reasonable endeavours to accommodate any reasonable request(s) made in the Artist's technical or production rider (provided that such rider is received in good time) concerning the staging of the Artist's Performance at the Festival, provided it 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 the Company has additional production requests beyond what has been mutually agreed, then the Festival shall use its reasonable endeavours to meet such requests, provided that the Festival and the Company agrees in writing as to the expense that will be charged to the 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 approved by the Festival's health & safety manager and, if appropriate, the fire officer and the medical officer.

The Company MUST adhere to all of the documentation and operating procedures provided by the Company to the Festival, and must act in accordance with what has been agreed with or instructed by the Festival's health and safety management team. The use of pyrotechnics and/or lasers, even when approved, shall always be subject to the ongoing approval of the Festival's health and safety management team, which may stop the use at any time before or during a Performance.

If the Company wishes to set off pyrotechnics or use and display lasers, the Company must provide the Festival with a copy of the Company's certificate of public and employers liability insurance, and a certificate of products liability insurance, to at least the minimum level of indemnity prescribed by Norwegian law, and at least one month prior to the date of Performance. In addition, all relevant statutory paperwork must be provided to the Festival. The Company must provide all requested documentation to ensure all pyrotechnics and/or lasers meet all local standards, local authority requirements and the Festival's requirements by the date notified to the Company by the Festival. The same requirements will apply to any contractor or sub-contractor the Company may use, and each must provide the Festival with a copy of their insurance documentation and other relevant documentation.

All flammable materials and equipment which the Company brings to the Festival must comply with relevant Norwegian legislation and where appropriate be certified as complying with such.

9 PHOTOGRAPHERS AND PERSONAL CAMERAS

All authorised photographers accredited by the Festival will normally be allowed into the front of the stage pit during the first three songs of the Artist's Performance. If the Artist/the Company does not want press photographers to be present, please notify the relevant Stage production as soon as possible and always at least one hour before the Artist's 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 the Festival cannot, and does not, prevent members of the audience from 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 Norwegian law. The Parties agree that any dispute regarding the Agreement, shall be heard before the courts of Norway.