



**UNIVERSAL MUSIC**

## **General Conditions of Services Universal Music BV**

### **1. General**

- 1.1 These General Conditions (below: Conditions) apply to all quotations, orders and/or agreements between Universal Music BV (Universal Music) and Client, for the purpose of carrying out services by Universal Music (below: Agreement). Deviations from or modifications to these Conditions must be confirmed in writing by Universal Music and shall only apply for the quotation, order and/or agreement in question.
- 1.2 "Client" shall be any legal or natural person that Universal Music supplies services to, including its representatives, agents and assignees.
- 1.3 Any General Conditions stipulated by Client are not binding upon Universal Music, unless Universal Music has declared in writing to accept those.
- 1.4 Unless Universal Music has declared in writing to accept the applicability of one or more deviating conditions, the present Conditions remain in full force.
- 1.5 In addition to the Conditions, special conditions may be agreed upon between Universal Music and Client for the purpose of the performance of this Agreement. In the event of inconsistencies between the Conditions and any special conditions, the special conditions shall prevail and the Conditions shall have complementary force.

### **2. Agreements and modifications**

- 2.1 Universal Music shall consider any order placed by Client as an irrevocable offer.
- 2.2 Universal Music is only bound towards Client regarding an order placed by Universal Music if and in so far that order has been confirmed in writing by Universal Music. Universal Music expressly reserves the right to further define the commencement date with regard to the above confirmation. With regard to activities for which because of their nature and/or scope no confirmation of order is sent, the invoice is also considered a confirmation of order and, moreover, it is covered by the Conditions. This invoice is considered to be a correct and complete representation of the Agreement.
- 2.3 Any modifications demanded by Client in the performance of an order after it has been placed, must be notified by Client to Universal Music in writing and are only binding upon Universal Music if these arrangements/undertakings have been confirmed in writing by Universal Music. With regard to orders and/or modifications in the performance of those issued orally or by telephone, Client bears the risk for their correct or incorrect performance.
- 2.4 Modifications made to an order placed by Client, of any kind whatsoever, that result in higher costs than Universal Music could anticipate in the originally issued quotation, will be for the account of Client. If such modifications result in a reduction of costs, Client cannot derive any right from that fact with regard to a reduction of the purchase price. However, Universal Music may decide at its own discretion that these modifications will result in a lower purchase price due.
- 2.5 Modifications in the order may be reason that the timetable indicated by Universal Music before those modifications will not be met. Client cannot invoke this to the disadvantage of Universal Music.
- 2.6 On cancellation of the order, the agreed price will be charged to Client and must be paid by Client within 30 days after the invoice date.

### **3. Quotations and estimates**

- 3.1 All quotations by Universal Music are free of engagement, unless expressly stated differently in the quotation.
- 3.2 Descriptions and prices in quotations are given with reservation and are approximations only. Client cannot derive any rights from any errors in a quotation.
- 3.3 Universal Music issues quotations on the basis of data and specifications provided by Client. Quotations are based on services to be delivered within regular periods of time and under regular conditions.
- 3.4 All prices are exclusive of turnover tax (VAT) and other levies imposed by the authorities such as lottery tax for promotional lotteries.
- 3.5 All prices are exclusive of the costs for arranging/redeeming copyrights (publishing), unless explicitly stated differently in the quotation.
- 3.6 Universal Music has the right to modify the agreed price if changed market prices or other developments such as government measures, rates of exchange, taxes, rights, levies and similar circumstances are reason to do so. Universal Music will inform Client of any price increase as soon as possible. If the price increase takes place within three (3) months after an Agreement has been concluded and amounts to more than ten (10)% of the original price, Client has the right to demand dissolution of the Agreement, in writing, within ten (10) days after the notification referred to in the previous sentence, failing which Client is considered to have accepted the price increase.

### **4. Payment**

- 4.1 Payment shall be made within the term of payment indicated on the invoice, and if not indicated on the invoice within 30 days, by remittance of the amount due to the bank account indicated on the invoice and stating the invoice number. Payment by Client shall only be made in the currency in which the agreed prices are listed, unless agreed differently in writing. Currency risks are borne by Client.
- 4.2 Client hereby waives its settlement and suspension rights.



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- 4.3 In the event of non-performance by Client of its payment obligations pursuant to article 4.1 of the Conditions, Universal Music has the right to wholly or partly dissolve, cancel or suspend the Agreement with Client. In the event of dissolution, cancellation or suspension pursuant to this provision, Client will be fully liable for the losses suffered and to be suffered by Universal Music as a consequence of this dissolution, cancellation or suspension. In addition - without prejudice to Universal Music's other rights - Client will be liable for the statutory commercial interest over the invoice amount or the outstanding part thereof from the day the term of payment has been exceeded until the moment of complete settlement of the invoice amount. In that event Universal Music will have the right to demand immediate payment of all outstanding invoices and to suspend any further deliveries until the moment when the invoice amount has been paid in full, or when adequate security for payment has been provided in the opinion of Universal Music.
- 4.4 All judicial and extrajudicial collection costs incurred by Universal Music as a consequence of non-performance by Client of its payment obligations will be for the account of Client. The extrajudicial costs are set at a flat rate of 10% of the principal amount.
- 4.5 Payments made by Client shall in all events first serve to settle all interests due, subsequently of costs due and subsequently of the oldest payable invoice, even if Client states that the payment refers to a more recent invoice.

### 5. Client's obligations

- 5.1 Client shall ensure that Universal Music timely has at its disposal all data necessary for the performance of the Agreement and/or other specifications that refer to the Agreement.
- 5.2 If commencement or progress of the performance of the Agreement is delayed by factors attributable to Client, the resulting losses and costs for Universal Music will be for the account of Client.
- 5.3 Client warrants that material provided by Client is safe and free from viruses, Trojans, worms or other software that may harm in any way the computer systems, computer software and/or websites of Universal Music. Client also warrants that on delivery of its material Client does not use any equipment and/or software that may disrupt the normal operation of the computer systems, software and/or websites of Universal Music, and that it does not transmit any data that because of its scope and/or properties causes a disproportional load upon Universal Music's infrastructure of computer systems, software and/or websites.

### 6. Complaints

- 6.1 Client is under the obligation to continuously inspect the services by Universal Music, starting from commencement of the services. If a fault is detected, Client must notify Universal Music of its objections without delay but no later than within 5 days after detection of the fault. Claims on the basis of any fault in the performance of the services by Universal Music shall lapse in any event 1 month after performance of the services in question by Universal Music.
- 6.2 If, with due observance of the provisions of article 6.1, the complaint is accepted by Universal Music, Universal Music is only under the obligation to remedy the performance to which the complaint refers.
- 6.3 Filing a complaint as referred to in article 6.1 does not relieve Client from its payment obligations towards Universal Music.

### 7. Liability

- 7.1 Universal Music is only liable for non-performance or wholly or partly incorrect performance of the order if and in so far as that is the direct result of intentional acts or gross negligence on the part of Universal Music. Consequently, Universal Music's liability for losses caused by malfunctions in the electronic services of Universal Music and third parties, such as providers, network operators or other telecommunication networks, is excluded. Any further or different liability for incorrect performance or other failure on the part of Universal Music or for consequential or other losses for Client or third parties on any account (except in the case of wilful acts or gross negligence) is expressly excluded.
- 7.2 Universal Music's liability for indirect losses, including but not limited to losses due to delay, turnover loss and missed orders, is excluded.
- 7.3 Any liability on the part of Universal Music for direct losses remains limited to the amount that Client owes or owed to Universal Music during the three months preceding the event that caused the losses in connection with the services rendered by Universal Music under the Agreement. In addition, Universal Music's total obligation to indemnify losses in all events remains limited to the amount the insurer is prepared to indemnify in connection with the case in question.
- 7.4 Client undertakes to safeguard and indemnify Universal Music for all claims by third parties called in by Client for indemnification vis-à-vis Universal Music with regard to the performance of the Agreement, unless in the event of intentional acts or gross negligence on the part of Universal Music. In addition, Client undertakes to safeguard and indemnify Universal Music for all claims by third parties called in by Client in connection with or resulting from the use by Client of items supplied or services rendered by Universal Music.
- 7.5 Any employees of Universal Music and/or third parties called in by Universal Music against whom claims are instituted, may invoke the provisions of this article as if they personally were party to the Agreement.

### 8. Contract duration and periods

- 8.1 The Agreement is entered into for an indefinite period, unless a different period arises from the nature of the Agreement, or parties expressly agree differently in writing.
- 8.2 If within the duration of the Agreement a period has been agreed upon for the completion of certain activities by Universal Music, this is not considered a deadline. On exceeding the completion term, Client will grant Universal Music in writing a reasonable period within which Universal Music can still complete the activities in question.



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### 9. Intellectual property

- 9.1 The intellectual property rights created during or arising from the performance of the order, for instance with regard to recordings and/or material produced by Universal Music or on assignment by Universal Music, are the exclusive property of Universal Music, unless agreed differently in writing and with the exception of intellectual property rights already vested in Client on entering into this Agreement. Permission for use reserved for Universal Music pursuant to intellectual property rights has only been granted if that permission is explicit and unambiguous. If Universal Music has granted Client permission for the use of intellectual property rights, that permission remains restricted in time to the duration of the Agreement and in no event shall it be valid for longer than until one year after commencement of the Agreement, unless agreed differently in writing.
- 9.2 Client hereby grants Universal Music a non-exclusive license free of charge for the use of any intellectual property right it possesses, in so far as that is necessary to enable Universal Music to carry out the order.

### 10. Provision of security

- 10.1 If there is any reason for Universal Music to suspect that Client will not be able to perform its obligations under the Agreement, on the first request Client shall provide adequate security for the full performance of all its obligations under the Agreement with regard to agreements carried out or still to be wholly or partly carried out by Universal Music, in a manner to be indicated by Universal Music.
- 10.2 Universal Music has the right or to set off all amounts that Client owes or will owe to Universal Music against all amounts Universal Music owes or will owe to Client.

### 11. Suspension and dissolution

- 11.1 If Client should in any way fail vis-à-vis Universal Music in the performance of any obligation, as well as in the event of violation of Universal Music's intellectual property rights, an application for suspension of payment, the granting of (provisional) suspension of payment, the filing of a petition for involuntary dissolution, bankruptcy, liquidation or winding up of the other party's enterprise or part thereof, Universal Music, without prejudice to other rights and without any obligation for granting damages, has the right, without further notice of default or judicial intervention:
- a) to suspend the performance of the Agreement until payment of all amounts payable by Client to Universal Music has been adequately guaranteed; and/or
  - b) to suspend all its own payment obligations, if any; and/or
  - c) to wholly or partly dissolve any and every agreement with Client;
- all this leaving unhindered Client's obligations to pay for services already rendered and without prejudice to Universal Music's other rights, including the right to claim damages.

### 12. Force majeure

- 12.1 In the event of inability on the part of Universal Music to perform the obligations under the Agreement due to force majeure, Universal Music has the right, without judicial intervention, to suspend the performance of the Agreement or to wholly or partly dissolve the Agreement, without being liable for any indemnification.
- 12.2 Force majeure at least exists in the event of any circumstances beyond the control of Universal Music as a consequence of which performance of the Agreement is permanently or temporarily prevented and - in so far as not already included here - war, risk of war, civil war, turmoil, strike, fire and any other disruption of the operations of Universal Music or third parties called in by Universal Music and instances in which the third party from which Universal Music purchases services with regard to the performance of the Agreement with Client, fails in the performance of its obligations with regard to adequate services.

### 13. Third-party services

- 13.1 Universal Music has the right to call in third parties on behalf of and for the account of Client in the performance of the Agreement, if there is reason to do so in the opinion of Universal Music or if it arises from the Agreement. The connected costs will be charged on to Client in accordance with the estimate issued by Universal Music.
- 13.2 Client warrants the quality of the items and services delivered by the third parties called in by Client.

### 14. Transfer of rights and obligations

- 14.1 It is not permitted for Client to transfer its rights and/or obligations resulting from any agreement with Universal Music to third parties or to provide those as security vis-à-vis third-party claims without the previous written permission from Universal Music.

### 15. Applicable law, competent court

- 15.1 These Conditions and all legal relations between Universal Music and Client are governed by and construed under Dutch law.
- 15.2 Unless prescribed differently under imperative rules of law, in the first instance the Court of Amsterdam will be competent to hear any dispute that should arise with regard to any agreement or its performance between Universal Music and Client and to hear any disputes regarding these Conditions or any of its provisions, also with regard to requesting preliminarily relief orders.

Baarn, 20 January 2014