

GENERAL TERMS AND CONDITIONS OF CRUISE CONTROL STUDIOS

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DEFINITIONS

these General Terms and Conditions use the following definitions:

- Contractor: Cruise Control Studios ('CCS'), having its registered office at Rokin 75e, (1012 KL) Amsterdam. CCS is listed at the Chamber of Commerce under number 34111963.
- Client: the legal entity that requested CCS verbally, in writing, via CCS's website or in any other way, to provide services for payment/ make use of the services/ facilities provided by CCS, whether or not set out in a continuing performance contract.
- Participants: The persons who actively or passively use the services and who, with or through the Client, are present in and near the recording studio(s).
- Agreement: a contract between the Client and CCS for an agreed provision of services.

ARTICLE 1 - APPLICABILITY

- 1.1. These General Terms and Conditions apply to all offers, quotations and Agreements between CCS and the Client. These General Terms and Conditions also apply to all Agreements with CCS, the performance of which requires the involvement of third parties.
- 1.2. Any deviations from or supplements to these General Terms and Conditions will only be valid if agreed in writing by CCS and the Client.
- 1.3. The Client's general terms and conditions expressly do not apply.
- 1.4. If any provision of these General Terms and Conditions is void or is declared invalid, the other provisions of these General Terms and Conditions will continue to apply in full. CCS and the Client will then consult with each other to agree new provisions to replace the void or invalid ones, observing the object and purport of the original provisions as closely as possible.
- 1.5. CCS is entitled to amend its General Terms and Conditions. The amended General Terms and Conditions will apply unless a written objection to any amendment is submitted within 30 (thirty) days after the date of the amendment.

ARTICLE 2 - THE AGREEMENT

- 2.1. Offers, quotations and/ or other statements made by or on behalf of CCS are never binding upon CCS.
- 2.2. Misprints and/ or obvious errors in publications by or on behalf of CCS are not binding upon CCS. CCS may at any time correct any obvious errors in writing in offers, quotations and/ or Agreements for the Client.
- 2.3. The Client must accept offers in writing by signing a quotation/order confirmation/Agreement drafted by CCS for the purpose of acceptance. CCS is only bound by this quotation/order confirmation/Agreement if the Client confirms acceptance of it in writing within the stated period.

- 2.4. The Client guarantees the accuracy and completeness of the information it supplies to CCS on which CCS bases its offer/quotation and/or other communications.
- 2.5. Bookings with CCS can be made online, by telephone or via email. An Agreement is entered into on the condition precedent that the Client pays CCS a deposit of 50% of the agreed amount and/or of the agreed estimated costs (rent of additional equipment, sound engineer, rates of studio musicians) within 48 hours after receiving the booking confirmation or Agreement. A booking or Agreement will only be final when CCS receives the initial payment. All other payments will be invoiced to the Client. If the Client books (a) studio space(s) within 48 hours before the start of the booking period, the Client will immediately pay CCS the agreed amount and/or the agreed estimated costs (rent of additional equipment, sound engineer, rates of studio musicians) in full. A booking or Agreement will only be final when CCS receives the agreed payment. If the Client books (a) studio space (s) within 48 hours before the start of the booking period, the Client may not cancel this booking / Agreement free of charge.
- 2.6. Once an offer is accepted or an Agreement is concluded, the Customer may not cancel it without CCS's express written consent. Any consent to such a cancellation by CCS will be subject to the express condition that the Client compensates CCS for any damage it suffers as a result of this cancellation, all without prejudice to the provisions referred to in Clause 4.
- 2.7. If the Customer comprises several natural persons and/or legal entities, each of them is jointly and severally liable to CCS for the performance of the contract.

ARTICLE 3 - PRICE AND PAYMENT

- 3.1. The conditions of payment stated on CCS's invoices are always binding. Time is of the essence for the payment of invoices.
- 3.2. All rates stated on the website www.cruisecontrolstudios.com, invoices and/or personalised quotations are exclusive of value added tax (Dutch VAT, or BTW) and other government levies, unless explicitly stated otherwise.
- 3.3. The lease of the recording studios is not exempt from Dutch VAT. Accordingly, CCS is obliged to charge Dutch VAT on the lease, whether or not a Client is based abroad. The Client may possibly recover this VAT from the authorities/tax authorities in the country in which it has its registered office. The Client is solely and fully responsible for filing a request for a VAT refund.
- 3.4. Unless expressly agreed otherwise in writing, CCS will invoice the Client separately for any additional costs incurred for performing the Agreement.
- 3.5. The Client may not suspend payment of any amounts owed to CCS or offset them for any reason.
- 3.6. If the Client fails to pay within the agreed payment term, the Client will be in default without further notice of default.
- 3.7. If the Client continues to be in default after receiving a demand, CCS may outsource its claim and the Client will be obliged to pay the full extrajudicial and judicial costs in addition to the principal sum and the statutory commercial interest incurred plus collection costs of at least 15% of the claimable amount, at a minimum of EUR 50. Payment of the outstanding amount will first go towards the costs, then towards the statutory commercial interest rate and lastly towards the principal.

- 3.8. The Client must notify CCS in writing of any objections to amounts invoiced before the payment term expires. After the payment term expires, any amounts invoiced to the Client will be deemed to be accurate.
- 3.9. CCS is entitled to adjust the applicable prices and rates in the Agreement if there are any price-increasing factors, including but not limited to: labour costs, social security costs, currency costs and purchase prices.

ARTICLE 4 - CANCELLATION BY THE CLIENT

- 4.1. If, for whatever reason, an Agreement given to CCS is cancelled (in writing or not) in whole or part by the Client, CCS may charge the Client for any costs already incurred at that time. The Client will also owe cancellation costs in accordance with the following schedule:
 - a) upon cancellation up to 24 hours before the start of the date of the services:
 - 50% of the agreed price;
 - b) upon cancellation within 24 hours before the start of the services:
 - 100% of the agreed price.
- 4.2. Cancellation of the Agreement by the Client must be communicated in writing and solely by email to CCS through the email address: info@cruisecontrolstudios.com. Cancellations by the Client will only be taken up by CCS on business days during office hours (9.00 a.m. - 5.00 p.m.). Cancellations by the Client outside these office hours will be deemed to have been made on the next business day.
- 4.3. If a condition referred to in this Article is not fulfilled, CCS will still be entitled to the remaining fees which would have been owed if the Agreement had not been cancelled.

ARTICLE 5 – DURATION OF THE AGREEMENT AND TERMINATION

- 5.1. An Agreement will have a minimum period of one year and will be tacitly extended each time for the duration of the period originally agreed on, unless CCS or the Client timely terminates the Agreement in writing, subject to a notice period of at least one month. An Agreement which has been entered into for a period of less than one year will not tacitly be extended after the Agreement ends.
- 5.2. Notwithstanding notice of termination or termination of the Agreement by the Client before the minimum or other contract period lapses, CCS will still be entitled to the remaining fees which would have been owed if notice of termination of the Agreement had not been given early or the Agreement had not been terminated early. In the event of premature termination of the Agreement, CCS will still be entitled to charge costs to compensate obligations which CCS has taken on towards third parties for a definite period of time in connection with performing the Agreement.
- 5.3. CCS may stop the delivery of products and/or services for technical or commercial and organisational reasons. In that instance, CCS will, if possible, offer the Client another product and/or service or studio time. If the Client does not wish to accept this, or if an alternative product or service or studio time is unavailable, the Agreement will be terminated on the date that CCS stops providing services. Specifically, CCS may stop the delivery of products and/or services supplied by third parties due to causes outside CCS's control.

ARTICLE 6 - PRODUCTS: DELIVERY/ACCEPTANCE AND RISK

- 6.1. Unless agreed otherwise, products will be delivered at CCS's location. Products may be transported by CCS at the Client's expense and risk. CCS need not insure the products during the transport, unless the Client expressly desires this; the insurance costs will be paid by the Client.
- 6.2. The delivery dates mentioned or agreed on by CCS will be target dates, which CCS will comply with to the best of its ability. Merely exceeding a delivery or other period mentioned will not cause CCS to be in default.
- 6.3. The Client must take possession of the products when they are furnished to the Client. If the Client refuses to take possession or fails to provide information or instructions necessary for the delivery, the items will be stored at the Client's risk and expense. The original claim will then be increased by the additional costs.
- 6.4. The risk for the destruction, loss, theft or deterioration of products will pass to the Client at the time of delivery. If the Client does not cooperate in the delivery, the risk will pass from the time that possession has been refused or cooperation has not been given in taking possession.

ARTICLE 7 - PRODUCTS: RETURN SHIPMENTS

- 7.1. Unless otherwise agreed in writing, unused products in the original packaging may be returned to CCS up to at most five days after delivery. Return shipment will occur at the Client's expense and risk.
- 7.2. Return shipments without the original packaging will not be accepted and will be returned at the Client's expense. For returned products, 15% of the net value, with a minimum of EUR 35, will be charged per product for administrative and restorage costs.

ARTICLE 8 - PRODUCTS: WARRANTY

- 8.1. For products which come from CCS's suppliers, the warranty and other terms of these suppliers will expressly apply to the products. The warranty period will be different for each manufacturer and each product. If defective materials or manufacturing defects in a product delivered become manifest during the warranty, CCS will, to the best of its ability, endeavour to repair the product at no cost, provided such defective materials or manufacturing defects have been reported in writing, with a detailed description, to CCS within the warranty period. CCS will never be obliged to recover lost data.
- 8.2. If, in CCS's reasonable judgment, defective materials or manufacturing defects cannot be repaired, repairing them would take too long, or the repair costs would be unreasonably expensive, CCS may replace the products at no cost with other, similar, but not necessarily identical, products.
- 8.3. CCS's warranty obligation will cease to apply if the defective materials or manufacturing defects result from improper, careless or incompetent use or overdue maintenance or result from external causes, such as sand damage, falling damage or water damage, or if, without CCS's permission, the Client makes changes to the product or has a third party make changes to the product.
- 8.4. CCS will have no obligation whatsoever to repair defective materials, manufacturing defects or other defects reported after the warranty period has ended. CCS will charge the Client for the costs of work or repair outside the warranty period in accordance with CCS's normal rates.

ARTICLE 9 - PROVISION OF SERVICES

- 9.1. All of CCS's services will be performed subject to a best-efforts obligation. The Client's use of a recommendation given by CCS will be at the Client's expense and risk.
- 9.2. If and insofar as necessary to perform the Agreement properly, CCS may have third parties perform work.
- 9.3. CCS's services will be provided during CCS's normal business hours. CCS will always inform the Client of any circumstances which might affect the services and their availability.
- 9.4. If CCS provides services based on data to be supplied by the Client, the Client will warrant that any materials, data, software or instructions furnished by it to CCS to render the services are always accurate and complete.
- 9.5. If CCS delivers and/or makes available products to which licences granted to it by third parties apply, the Client will be subject to all of the terms of these licences, and the Client must indemnify CCS against any consequences from use of these products which is inconsistent with these licences' terms.
- 9.6. CCS will produce a technically sound audio recording in accordance with the Client's specifications. The material will normally be delivered as a digital file (44.1 kHz, 16 bit).
- 9.7. If CCS must deliver an audio recording on an audio carrier (or a different type of audio carrier) of the Client (for example, on a USB stick or external hard drive) and/or in another common format (for instance, in MP3 and/or another sample rate), this will be possible in mutual consultation with CCS, provided the Client indicates this to CCS at least 24 hours before the assignment starts.
- 9.8. CCS will not be responsible for furnishing and/or maintaining and/or solving problems in the Client's equipment.
- 9.9. CCS will not be responsible for back-up storage.
- 9.10. Unless agreed otherwise, requesting music or other licences and/or investigating the possibility of forms of legal protection for the Client will not be part of CCS's work.
- 9.11. If, in performing the Agreement, CCS infringes the Client's and/or third parties' rights, including, but not limited to, copyrights, trade mark rights, portrait rights and music licences, CCS will not be liable. The Client will indemnify CCS against any legal claims by third parties on whatever account.

ARTICLE 10 - COOPERATION AND INFORMATION OBLIGATIONS

- 10.1. The Client will always timely provide any information and/or data which is or may be useful and/or necessary to perform the Agreement. The Client will warrant that such information and data are accurate and complete.
- 10.2. If the Client does not provide or does not timely provide to CCS necessary information and/or data or otherwise breaches its obligations, CCS may suspend performance of the Agreement at any time and charge the Client for the additional costs ensuing from the delay in accordance with the normal rates.
- 10.3. CCS will not be liable for damage of whatever nature arising from CCS's reliance on inaccurate and/or incomplete data furnished by the Client.

ARTICLE 11 - PARTICIPANTS AND CCS'S INTERNAL RULES

- 11.1. The Client will be jointly and severally liable for any damage caused by Participants and/or third parties engaged by the Client.
- 11.2. The Client will be responsible for Participants to whom it has granted access to the recording studios.
- 11.3. The Client and Participants must be aware of and comply with CCS's General Terms and Conditions and Internal Rules, which will have been sent to the Client before the Agreement is entered into and which may also be viewed on CCS's website (www.cruisecontrolstudios.com).
- 11.4. The Client will be jointly and severally liable for any damage caused by the Client, Participants and/or third parties engaged by the Client, including, but not limited to, damage caused by damage to items or the theft or loss of items. In that instance, the Client will be jointly and severally liable for any indirect or direct damage which CCS suffers, including in any event repair and transport costs, lost rent, lost income, lost profit, lost savings and damage on account of lost data.
- 11.5. CCS will not be liable for damage to or the theft or loss of items which have been brought on site (in and/or around the recording studios) by the Client, Participant and/or a third party engaged by or for the Client. The Client will indemnify CCS against claims by Participants and/or third parties engaged by the Client.
- 11.6. If the Client, Participants and/or third parties engaged by the Client cause a nuisance and/or annoyance in and/or around the recording studios and/or violate CCS's Terms and Conditions and/or Internal Rules, CCS may deny them access to the recording studios and/or exclude them from activities, events and/or projects (including those related to the Agreement). If CCS applies the foregoing, CCS will not in that case be liable for damage which the Client, Participants and/or third parties engaged by the Client suffer.
- 11.7. The Client will be jointly and severally liable for any damage caused by Participants and/or third parties engaged by the Client.
- 11.8. If the Client, Participants and/or third parties engaged by the Client violate CCS's Terms and Conditions and/or Internal Rules, CCS will reserve the right to terminate or suspend the Agreement immediately. If CCS terminates or suspends the Agreement because of a violation of the Terms and Conditions and/or Internal Rules, CCS will still be entitled to the remaining fees which would have been owed if the Agreement had not been terminated and/or suspended early.

ARTICLE 12 - CHANGE IN WORK AND CONTRACT EXTRAS

- 12.1. If, at the Client's request or with the Client's consent, CCS has performed work, rendered other performance and/or provided deliveries which fall outside the substance or scope of the Agreement, such work, performance and/or deliveries will, as contract extras, be charged by CCS to the Client in accordance with CCS's normal rates, unless expressly agreed otherwise in writing. If it becomes apparent while the Agreement is being performed that the work to be performed must be modified or supplemented for it to be performed properly, the parties will timely consult with each other to modify the Agreement accordingly.
- 12.2. Notwithstanding paragraph 1, CCS will not charge any extra costs if the modification or supplementation results from circumstances which may be imputed to it.

ARTICLE 13 – CONFIDENTIALITY

- 13.1. The parties will undertake to keep confidential any information which they have obtained from each other or another source in connection with the Agreement and which they know or reasonably should know is confidential in nature.

ARTICLE 14 - SOCIAL MEDIA

- 14.1. The Client will agree that CCS and its employees may share and repost the Client's social media content on social media.
- 14.2. The Client will refrain from posting any unlawful information about CCS on social media. The Client must, at CCS's request, immediately delete comments made on social media and keep such comments deleted. If the Client does not adhere to this provision, it will forfeit an immediately due and payable penalty of EUR 500 for each day that the post is visible on social media, without prejudice to the right to additional compensation.

ARTICLE 15 - INTELLECTUAL PROPERTY AND USE

- 15.1. Any intellectual property rights ensuing from the services - including trade mark rights and copyrights - will be held by CCS. Insofar as such rights can only be acquired through a filing or registration, only CCS will be entitled to do this, unless otherwise agreed in writing.
- 15.2. Any documents, recordings, compositions or other materials or electronic or other files provided by CCS to the Client will solely be intended for use by the Client and may not be reproduced, published and/or otherwise furnished or disclosed to third parties without CCS's prior permission.
- 15.3. CCS may use the knowledge gained by it in performing the work for other purposes as well, insofar as confidential information is not disclosed to third parties.
- 15.4. Works made at the Client's instruction, including video and audio recordings, may be used by CCS at any time for advertising or promotional purposes in any form, even after the Agreement ends.

ARTICLE 16 – RETENTION OF TITLE AND RIGHT OF RETENTION

- 16.1. Any products or works delivered to the Client, including, but not limited to, the video and audio recordings produced by the Client and/or Participants, will continue to be owned by CCS until the entire Agreement has been carried out and all amounts which the Client owes CCS, including any interest or costs, have been received by CCS.
- 16.2. The Client may not dispose of, pledge, pawn, lease out or furnish in any way to third parties the items obtained subject to the retention of title.
- 16.3. If a third party attaches items delivered subject to the retention of title, the Client will immediately inform CCS of the attachments made.
- 16.4. CCS may maintain possession of the items, audio recordings, documents, software and data files received or generated in connection with the Agreement, despite an existing obligation to deliver or transfer them, until the Client has paid all amounts owed to CCS, including any interest or costs.

ARTICLE 17 - DEFECTS AND TIME LIMITS FOR LODGING COMPLAINTS

- 17.1. Before each studio session, the studio spaces and recording or other equipment reserved by the Client will be checked or tested by CCS and the Client for defects.
- 17.2. If the Client discovers a defect after the studio session begins, the Client must report this to CCS immediately and in any event within 30 minutes after the studio session began.
- 17.3. Complaints about the services and/or products delivered, such as technical failures, must be reported in writing by the Client to CCS within 24 hours after the service was completed.
- 17.4. If a complaint is valid (to be determined by CCS, CCS will subsequently perform the work as agreed, unless this has demonstrably become pointless for the Client.
- 17.5. If subsequent performance of the agreed services is no longer possible or no longer makes sense, CCS will only be liable within the limits of Article 19.

ARTICLE 18 - FORCE MAJEURE

- 18.1. A situation of force majeure will exist if performance of the Agreement is impeded in whole or in part (whether temporarily or not) because of circumstances outside the parties' control and/or circumstances on CCS's part, such as strikes, personnel problems, technical problems with equipment, or the illness of CCS's subordinate or non-subordinate agents, including breaches of contract by suppliers, subordinate or non-subordinate agents, or third parties from which CCS procures items or services.
- 18.2. CCS may also invoke force majeure if the circumstance which precludes performance or further performance arises after CCS should have fulfilled its obligation.
- 18.3. In the event of force majeure, the parties' obligations will be suspended. If the force majeure situation lasts longer than three months, either party to the Agreement may, through a written statement to the other party, rescind the Agreement with respect to the portion thereof not yet performed, without being mutually obliged to pay any compensation.
- 18.4. If, when the force majeure situation commences, CCS has already partially fulfilled its obligations or can only fulfil part of its obligations, it may separately invoice the portion already performed or the portion which can be performed, and the Client must pay this invoice.

ARTICLE 19 – LIABILITY AND INDEMNITY

- 19.1. CCS will only accept obligations to provide compensation insofar as this is apparent from this Article.
- 19.2. The total liability of CCS and/or of its subordinate or non-subordinate agents on any account whatsoever will be limited to the amounts invoiced by CCS to the Client under the Agreement (exclusive of VAT). CCS's total liability for direct damage on any ground whatsoever will not under any circumstances exceed the amount for which CCS is insured. Notwithstanding the provisions above, the compensation, if and insofar as CCS provides third parties' products and/or services to the Client, will not in any event exceed the claim paid out in that instance by these third parties to CCS or directly to the Client.
- 19.3. CCS cannot be held liable by the Client for supplementary, indirect and/or consequential damage.
- 19.4. CCS's total liability for damage on account of death or injury will not under any circumstances exceed the amount for which CCS is insured, with a series of related events being considered a single event.

- 19.5. The Client will indemnify CCS against claims by Participants and/or by or for third parties engaged by the Client, unless these claims result from wilful misconduct or gross negligence by CCS. The Client will also indemnify CCS against any legal claims by third parties, as well as damage, penalties, costs and interest, relating to items, rights or information which the Client provides to or has kept available for CCS.
- 19.6. CCS will not be liable for damage to or the theft or loss of items, including, but not limited to, computers, equipment, instruments, data, materials, master or other tapes, CD-ROMs, USB sticks, documents, or other materials to be reproduced or recorded, or data loss by the Client, Participants and/or third parties engaged by or for the Client.
- 19.7. If, in performing the Agreement, CCS infringes the Client's and/or third parties' rights, including, but not limited to, copyrights, trade mark rights, portrait rights and music licences, CCS will not be liable. The Client will indemnify CCS against any legal claims by third parties on whatever account.

ARTICLE 20 – RESCISSION

- 20.1. CCS may rescind the Agreement extrajudicially if the Client does not fulfil its obligations ensuing from the Agreement in whole or in part. Before the Agreement is rescinded, CCS will inform the Client of the defect and give the Client a reasonable period to remedy the defect. If the Client does not fulfil the obligations under the Agreement in whole or in part or does not do so on time, CCS may immediately suspend its obligations ensuing from the Agreement, without a notice of default being required. CCS will not be liable under any circumstances for damage relating to the rescission or suspension.
- 20.2. CCS may, without a notice of default being required, rescind the Agreement in whole or in part extrajudicially if:
 - a. the Client has requested a suspension of payments or a suspension of payments has been granted to the Client;
 - b. the Client petitions for liquidation or is declared insolvent;
 - c. the Client is dissolved or wound up;
 - d. the Client ceases its business operations;
 - e. an attachment is levied against a substantial portion of the Client's assets or the Client is no longer able or can no longer be deemed able to fulfil its obligations ensuing from the Agreement.
- 20.3. If, when the Agreement is rescinded, CCS has already delivered services/products under the Agreement, the Agreement may only be rescinded with respect to that portion for which products and/or services have not been delivered yet.
- 20.4. Amounts which CCS invoiced before the rescission in connection with what it has already properly carried out or delivered to perform the Agreement will continue to be owed in full and will be immediately due and payable at the time of rescission.

ARTICLE 21 - FINAL PROVISIONS

- 21.1. Dutch law will apply to the services and Agreements between CCS and Clients.
- 21.2. Disputes ensuing from or relating to the performance of the Agreement will be submitted to the competent court in Amsterdam.