

GENERAL TERMS OF PERFORMANCE DELIVERY APPROVED BY THE BOARD OF SOA

1. Application of the General Terms of Performance Delivery

The General Performance Delivery terms set out below are applicable to all the signatory parties which have agreed to the Performance Delivery terms. Signatory parties shall be named as The Agency (hereinafter as The Agency) and The Promoter (hereinafter as The Promoter)

2. Commencement of Performance Delivery Contract

Unless otherwise agreed in writing, The Performance Delivery Contract comes into force from the moment the parties have verbally agreed to the performance reservation specified for The Promoter. This reservation is a predetermined time period. In this case, a verbal agreement complies with these general terms and conditions.

3. Written Confirmation Implications

Written confirmation is intended for both parties as proof of what has been verbally agreed. If, The Promoter has not returned the written confirmation of the Contract duly signed to The Promoter by the specified date of return, the verbal agreement will still be valid. The verbal agreement will only be invalid or void if a written letter, email or fax is received giving notice of the intention to terminate the oral agreement.

4. Termination of the Contract

The Performance Delivery Contract can be terminated by either party in writing, by email or fax no later than 30 days prior to the scheduled Performer's (first) performance day. Shorter or longer cancellation periods can be specifically agreed upon in the Contract's terms and conditions.

5. Anticipatory Breach

After entering into the Contract if The Promoter's financial situation has deteriorated due to, for example delayed payments of invoices or if The Agency has sufficient reasons to doubt that due payment will be taken care of as agreed, The Agency has the right to unilaterally change the terms of payment or demand collateral.

If The Promoter refuses to comply with the new terms of payment or unable to provide collateral to The Agency; The Agency has the right to withhold delivery of the performance and in addition The Agency is entitled to compensation in accordance with Section 11 of this document (General Terms of Performance Delivery). If a refusal to comply with the new terms of payment is not

received by The Agency in writing or by fax, no later than before the end of the next business day, it shall be deemed that The Promoter has agreed to the new terms of payment.

If The Promoter fails to comply with the new terms of payment or to provide collateral, this is interpreted as a breach of contract to which The Agency has the right to withhold delivery of the performance, and in addition The Agency is entitled to compensation in accordance with the General Terms of Performance Delivery of Section 11.

If after finalising the contract, the economic conditions of The Agency will prove as such that must be assumed to be greatly diminished or weakened or unlikely to meet its delivery performance responsibilities and obligations, The Promoter shall have the right to demand collateral for fulfilment of performance delivery. If, The Agency fails to provide collateral for The Promoter, The Promoter is entitled to unilaterally terminate the agreement and in addition The Promoter is entitled to compensation in accordance with the General Performance Delivery Terms of Section 11.

6. Payment Terms: Defaulting on payment terms and due consequences

If the Promoter fails to honour their payment obligations as defined in the Performance Contract, The Agency and Performer(s) have the right to decline to perform, and in addition The Agency is entitled to compensation pursuant to the General Terms of Performance Delivery as defined in Section 11. The Agency will also have the right to cancel all future Performance Delivery contracts without compensation to The Promoter. The Agency will be entitled to compensation of the actual costs incurred by the cancellation.

7. Taxes, Public Authority Payments, Permits, Royalty Compensation and Licences

The Promoter is responsible at his/her own expense to pay Value Added Tax on the ticket revenue, where applicable. If the performance delivery compensation is tied to ticket revenues, the ticket prices stated in the contract are net of Value Added Taxes i.e. net ticket price. Licencing fees, taxes, advance ticket sales commissions or similar charges cannot be reduced in the Performance Delivery compensation, unless stated in writing in the contract.

The Promoter is responsible at his/her own expense for all the copyright and royalty payments and notifications related to the performance event. Additionally, The Promoter is responsible for all the performance event's necessary authorisations, permissions, permits and licences and the costs involved.

Performance booking and the performance fee is currently free of Value Added Taxes. If the Value Added Tax laws or regulations that govern these laws change, Value Added Tax will be added to the performance fee without a need to draw up a new or separate contract.

The Agency has the right to increase performance related prices of ex post costs due to changes in labour collective agreements, governmental, public authorities or statutory decisions (e.g.

pension percentage rates, statutory social costs, etc.) as these changes in costs could not have been reasonably foreseen, or taken into account during contract negotiations.

The Agency will endeavor to inform The Promoter of these changes as early as possible when the effects and costs of the changes are known. In such a case, The Promoter is not entitled to terminate the contract due to the change in price and the normal termination clauses will still be legally binding (Section 4).

8. Safety and Damage Liability

The Promoter is responsible for the safety of the entire event which includes the Public in totality and any property damage which has taken place at the event or in the event premises. The Promoter is obliged to take out personal liability and property insurance as mentioned above.

The Promoter is responsible for any injury to the performance group or damage to their property or equipment from when their equipment is off loaded from their vehicle and until the equipment leaves the premises.

The Agency must ensure that the equipment brought to the performance to be used by the performers must be insured. The Promoter's liability is limited to the insurance deductible contribution for the use of the performers equipment during the performance. As previously mentioned above the responsibility restriction will not be in effect or valid, if the Promoter causes wilful damage or any conduct is unlawful.

The Performer will be held personally liable for any damage caused to the equipment or to his or her own person. The Promoter understands that The Agency is responsible only for the damages in connection with the Performer's performance. The Promoter can only claim compensation for other damages from the guilty parties themselves.

The Promoter is responsible for ensuring that in the performance area or in its immediate vicinity there are no poisonous or toxic substances or other substances harmful to health including chemical containing floor lubricants.

NOTE: If security or other disturbances occur or they are considered impossible to correct, it is the Performer's right to discontinue or suspend the performance or not to perform at all. In such a case, The Agency is still entitled to the agreed fee in full according to the Performance Contract. Both parties must be in agreement to try to resolve the problems so that the Performance can take place.

9. The Promoter's position in relation to the members of the Performance Group

The Performance group's members are not employed by the Promoter. The Promoter does not have any influence in relation to the Employer's directive authority. The Agency is responsible for ensuring under no circumstances that The Promoter is to be held liable for withholding tax of the Performance Group compensation or any other related employer's payment obligations.

The Promoter cannot interfere in the content of a Performer's artistic performance.

10. The Monitoring of Ticket Sales linked to Performance Compensation

If the performance delivery fee is linked to ticket sales revenue, The Promoter has to hold onto the net ticket sum until the fee has been paid to the Agency. If, The Promoter has used unauthorised free tickets, they will be exchanged at the expense of the entrance tickets, unless specified in the Performance Contract.

If performance delivery fee is linked to the ticket sales revenue, The Agency has the right to monitor ticket sales in a way which they see fit. The Agency has the right to demand that the Promoter uses door tickets supplied by The Agency, only if the Agency demands this.

11. Damages

Grounds for general damages. If the Performance Delivery is stopped after the cancellation terms specified in Section 4 and for any other reason than Force Majeure as specified in Section 12 then compensation will be awarded.

The maximum compensation for breach of contract is the fee specified in the Performance Contract or if the fee is attached to ticket sales revenues then the fee will be according to the amount of ticket sales at the time. The compensation amount has to be based on actual costs or damages. Goodwill values and loss assessments based on the unused ticket revenue are not included in the reimbursement of damages.

Delay. If the Performer /group of Performers are delayed for any reason other than Force Majeure, and it causes the performance to be delayed but not cancelled, damages/compensation are defined as follows:

If the performance starts later than 30 minutes after the agreed program time and therefore falls under the performance delivery contract minimum performance obligation, The Promoter's payment obligation decreases by so much percentage: of the agreed price as a portion of the unperformed performance which should be agreed with the minimum performance obligation.

Also, the Promoter must do everything in his power to try and facilitate the full performance despite the Performer being late:

Claims. Any/possible claims must be made by registered letter or by fax within seven days of the performance or the occurrence of the damage or upon notice of the damage. If The Promoter wants to complain about the performance delay, the complaint must be made before the start of the performance. If the claim/demand for compensation is not made on time, then no claim can be made.

12. Force Majeure

Force Majeure implementation for Performance Delivery can be considered under the following conditions:

A. General cases of Force Majeure; such as war, strikes, natural disasters, unforeseeable disruptions to transport systems and independent of the parties to the provisions of the authorities and such like.

B. In the case of illness the Performer will submit a medical certificate as evidence of incapacity of a sick or indisposed member of the Performing Group.

C. Accidents or auto violations in cases where the acquisition of a replacement transport vehicle proves to be impossible and/or performance is unable to be carried out due to the damaged equipment not able to be repaired or replaced before the start of the performance.

When Force Majeure occurs the other party involved must be notified immediately. There will be no financial obligations for either party if Force Majeure occurs.

NOTE: If the performance is prevented from taking place due to an act by The Promoter or negligence resulting in the authority's intervention, The Promoter is still liable to pay compensation in accordance with the Performance Contract. Such factors would include organisational disturbances or failure to comply with permit and licensing conditions, or non-payment or dereliction of duty of authorities or copyright levies, fees etc.

13. Audio and video recording of the performance

Music copyrights are owned by Copyright Holders. The performance cannot be audio or video recorded without permission granted by the Copyright Holders prior to the performance commencing.

The Promoter is responsible for ensuring that there is no audio or video recording without the consent of the Performers. The Promoter has to actively enforce the recording ban and monitor any recording equipment which is bought into the performance area. If during the performance it is detected that inappropriate recording is taking place of which The Promoter did not intervene to stop the illegal recording, the Performer has the right to discontinue the performance or cancel the start of the performance. The Agency is still entitled to full compensation.

14. Sponsorships and Endorsements

Before the conclusion of the verbal agreement The Promoter is to notify: the type of event, the main products and ideals which will promote the event. The notification does not apply to the conventional product sales such as food and refreshments. The Agency must inform The Promoter of any products or sponsors that the Performer has to endorse during their performance. Otherwise, the parties can rely on that the fact the event will not be to promote the sale of any product or ideal. If the notifications are made in the context of a verbal agreement and this is not particularly addressed, it shall be considered in this situation that this promotion is to be considered to be in order.

The Performer has the right to sell artist merchandise during the event. For this kind of product sales, The Promoter must allocate a sales point for this.

15. Artist/Performance Group Equipment Use

The Artist/Performance Group's equipment cannot be used without prior consent of the Performer.

16. Other Agreements

The delivery proceedings contract is often accompanied by an addendum commonly referred to as a "Rider". Its provisions and conditions are an integral part of the Performance Contract. The Rider must be attached to the Performance Contract before signing, unless otherwise agreed.

The Promoter and the Agency must have representatives at the place of performance who have the right to fulfill the obligations of the contract on behalf of the contract parties. This Agreement can only be amended in writing.

17. Legal Court

Any disputes arising from this agreement shall be resolved or settled by The Agency's domicile District Court.

18. Signature Authorizations

The Promoter on request must provide an excerpt of the Finnish Trade Register or Register of Associations, indicating the names of the persons who have the authority to sign the Contract.

If the contract has been signed by an unauthorised person/persons, the Agency can hold the unauthorized person/persons personally responsible for the obligations of the Contract or to pay damages incurred by pre-termination of the Contract as according to the General Terms of Performance Delivery of Section 11.