
**General Terms and Conditions of the FULLMAX
ENTERTAINMENT Agency
for the commissioning of musicians, DJs and instrumentalists**

1. Subject matter, scope of application, conclusion of contract

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") are an integral part of any agreement between the agency FULLMAX ENTERTAINMENT, Staudgasse 47/9-10, 1180 Vienna, represented by Daniel Pepl, MAS MBA, (hereinafter referred to as the "Agency") and a musician, DJ or instrumentalist or any other person who is engaged for studio recordings and/or live performances, in his or her respective agreed function (hereinafter referred to as the "Contractor", Agency and Contractor together as the "Contracting Parties").
- 1.2. Deviating order and contract conditions of the Contractor shall only apply if the Agency has agreed to their validity in writing.
- 1.3. A contract between the Contractor and the Agency shall be concluded by written acceptance of a corresponding offer of the respective other contracting party.

2. Primary duties of the contractor, work deadlines, duty to provide support

- 2.1. The Contractor shall work for the Agency in the context of studio recordings and/or live performances or musical performances by the Entertainer Caroline Kreutzberger and, if applicable, other participating artists.
- 2.2. The Contractor is obliged to learn the relevant melodies and pieces of music in good time before the respective agreed studio recordings or live performances. The Contractor shall master these without errors by the first joint rehearsal at the latest. The Contractor shall obtain any sheet music required for learning the pieces himself and at his own expense.
- 2.3. The Contractor shall keep the equipment used by it (musical instruments, electronic devices, cables, plugs, etc) in a condition in which it is safe to operate. Damages incurred by the Agency or the Entertainer due to the use of defective equipment of the Contractor shall be compensated by the Contractor without limitation.
- 2.4. The Contractor is obligated to participate in photo shoots, autograph sessions, promotional appearances, meet-and-greet appearances and the like at the request of the Agency.

- 2.5. The times of the rehearsal dates, the live performances (this also includes the assembly and disassembly of the equipment and the sound checks) and other dates communicated by the agency are to be observed precisely by the contractor and he has to appear on time for these. The times specified by the Agency shall be deemed to be the start of work.
- 2.6. The contractor is obligated to assist in setting up the equipment during rehearsals and live performances. The contractor is responsible for the timely set-up and provision of the equipment required by him.

3. Contractor's right of representation

- 3.1. The Contractor shall in principle have the right to be represented by a suitable substitute for a studio recording or a live performance at its own expense. However, the Contractor shall notify the Agency of this in writing at least 14 (fourteen) days before the date of the respective live performance, stating the full contact details of his proposed substitute. A short-term substitution is only permissible if the Contractor cannot participate in the live performance due to an unforeseen event (e.g. in the case of his illness) or if the Agency agrees to the substitution.
- 3.2. The Agency has the right to reject a representative named by the Contractor if factual reasons justify this.
- 3.3. The Contractor shall be liable to the Agency for ensuring that its representative performs the services agreed between the Contractor and the Agency in a complete and defect-free manner and complies with all contractual obligations. At the request of the Agency, the Contractor shall obtain a corresponding written declaration from its representative and hand it over to the Agency.
- 3.4. Furthermore, the Contractor shall conclude an agreement with its representative on the transfer of all copyrights and ancillary copyrights to the Agency in accordance with item 4 of these GTC and shall submit the original to the Agency no later than 1 (one) week before the planned studio recording or live performance.

4. Taxes and duties

- 4.1. The Contractor shall be responsible for the payment of taxes, duties, payments to social security and any fees payable to collecting societies, etc., both in Austria and abroad. The agency does not have any obligation to provide information or advice in this regard.

5. Special conditions for foreign contractors

- 5.1. The Contractor declares that it has informed itself about all applicable residence and alien police regulations as well as any existing official requirements and necessary permits in connection with the provision of its agreed service as a self-employed foreigner, that it complies with all

regulations and that it possesses any necessary official permits at the time of the conclusion of the contract.

- 5.2. At the Agency's request, the Contractor shall certify compliance with the provisions of the law on residence and submit copies of the relevant official certificates and permits.
- 5.3. If the Contractor loses an official permit required for the provision of the agreed services during the term of the contractual relationship, it shall inform the Agency immediately. In this case, the Agency shall be entitled to terminate the contractual relationship by written notice to the Contractor. If the Contractor has already participated artistically in studio recordings or live performances at this point in time, the Agency shall remunerate this to the corresponding extent.

6. Transfer of copyrights and ancillary copyrights, exploitation

- 6.1. The Contractor shall transfer to the Agency, for the duration of the statutory protection period, the exclusive, worldwide and transferable rights to the comprehensive and unrestricted commercial and/or non-commercial exploitation of the sound and/or image recordings of the studio recording and/or the live performance, both of the entire recording and in parts (hereinafter the "Recordings").
- 6.2. The assignment of the Contractor's copyrights and ancillary copyrights for the extensive and unrestricted exploitation of the Recordings shall include in particular the following types of exploitation:
 1. Reproduction and distribution of the Recordings by any existing and future means and on any data carriers (§§ 15,16 UrhG);
 2. Renting and lending of copies of the recordings (§ 16a UrhG);
 3. Public performance of the recordings, public reproduction and broadcasting by radio (§§ 17,18 UrhG);
 4. Making available to the public (§ 18a UrhG).
- 6.3. The transfer of rights also includes the following rights:
 1. the right to edit the recordings as desired while preserving the author's moral rights;
 2. the right to mention the Contractor by name in the context of the exploitation of the recordings as well as to reproduce and use photographs of the Contractor (e.g. on the cover of a DVD, on advertising posters, etc.).
- 6.4. The decision as to whether and in what manner and to what extent the recordings are exploited and/or third parties are granted rights to the recordings shall be made by the Agency alone. The agency is not obligated to exploit the work.
- 6.5. The Contractor guarantees not to transfer its rights to any third party and shall indemnify and hold the Agency harmless in this respect.

7. Fee

- 7.1. The Contractor shall receive a one-time flat fee for the compensation of the Contractor's participation in a studio recording and/or a live performance as well as in the rehearsals taking place beforehand, for the provision of suitable costumes, and for the compensation of the transfer of the exploitation rights in accordance with the provisions of these GTC.
- 7.2. The fee shall be paid by the Agency within 30 (thirty) days after receipt of payment from the organizer of the live performance and after proper invoicing by the Contractor to an account to be notified in writing by the Contractor. In the case of live performances, the Contractor's claim to a fee shall be conditional upon payment by the organizer.
- 7.3. With the payment of the fee, all rights of the Contractor, also for all future uses and exploitations of the studio recordings and/or the recordings of the live performance by the Agency, are completely settled. Renewed remunerations for later exploitations, in whatever form or for whatever proceeds, are expressly excluded.
- 7.4. Encores, photo opportunities, autograph sessions, promotional appearances, meet-and-greet appearances and the like are included in the fee and are not to be remunerated separately.
- 7.5. The contractual partners shall treat the amount of the fee confidentially. The Contractor undertakes to keep the amount of the fee secret from third parties, including the other persons involved in a studio recording or live performance.

8. Liability, compensation insurance

- 8.1. The agency assumes no liability for payment defaults of the organizer.
- 8.2. The Contractor shall be liable to the Agency and the Entertainer for any damage resulting from a breach of its obligations under the Contract.
- 8.3. The Agency shall be liable to the Contractor for property damage and financial loss only in the event of intent or conspicuous gross carelessness on the part of its representatives or vicarious agents. In any case, the liability of the Agency shall be limited to the amount of the gross fee actually paid. This amount limit is also agreed in favor of the Entertainer and limits her liability.
- 8.4. The Contractor is obliged to take out suitable liability insurance with sufficient coverage for any liability cases of the Contractor potentially resulting from the agreement with the Agency. At the Agency's request, the Contractor shall provide written evidence of the conclusion of such liability insurance with sufficient coverage. The liability insurance shall in particular also cover compensation for any damage to the instruments and equipment of the Agency and the Entertainer for which the Contractor is responsible.

9. Consent to the data processing

- 9.1. The Contractor agrees that the personal data provided by it (including, in particular, name, address, contact details, bank details) shall be processed by the Agency in the course of the performance of the contract and, to the extent required by law (e.g. pursuant to Section 132 (1) BAO), shall also be stored after the termination of the contractual relationship for the period provided for by law.
- 9.2. The Contractor has the right to request information from the Agency as to which of its personal data is processed by the Agency and for what purposes. Furthermore, in accordance with the statutory data protection provisions, he has the right to have the data corrected or completed if it is incorrect or incomplete. If the processing of the personal data is no longer necessary and there is no legal necessity for the storage of the data, the Contractor may demand that the Agency delete its personal data.

10. Final provisions

- 10.1. Agreements between the Contractor and the Agency are always directed towards the fulfillment of artistic participation for specific live events. They do not establish an employment relationship.
- 10.2. If any provision of these GTC or of the agreement between the contracting parties is or becomes invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 10.3. The place of jurisdiction for all disputes arising directly or indirectly from an agreement between the Agency and the Organizer shall be the court having subject-matter jurisdiction for the first district of Vienna. Place of performance is Vienna.
- 10.4. Austrian law shall apply with the exception of the reference standards.