

TERMS & CONDITIONS - MALIK ADAMS

§ 1 SCOPE, CONTRACT LANGUAGE

The offers and these General Terms and Conditions of 18ZEHN. GmbH, Benedikt-Schwarz-Straße 2, 76275 Ettlingen, for Malik Adams are directed equally at consumers and businesses, but only at end customers. For the purposes of these General Terms and Conditions, (i) a “consumer” is any natural person who concludes the contract for purposes that predominantly are outside their trade, business, or profession (§ 13 German Civil Code - BGB), and (ii) an “entrepreneur” is any natural or legal person or legally responsible partnership that, when concluding the contract, acts in exercise of their trade, business, or profession (§ 14 para. 1 BGB).

Our deliveries, services, and offers are provided exclusively on the basis of these General Terms of Sale. They form an integral part of all contracts concluded with our customers (hereinafter referred to as “Promoter”) for the goods and services we offer.

Deviating terms and conditions of the Promoter or third parties shall not apply unless we expressly acknowledge them in writing. Our silence regarding such deviating terms shall not be deemed acceptance or consent, including for future contracts. Even if we reference a document containing or referring to the Promoter’s or a third party’s terms, this does not constitute agreement to their validity. The exclusion of the Promoter’s terms applies even if these terms do not include separate regulations for certain items.

Contract languages are German and English. In case of discrepancies between the German and English versions of the offers or these General Terms and Conditions, the German version shall prevail.

§ 2 SUBJECT MATTER OF THE CONTRACT

The Promoter agrees to hold an event at the agreed date and venue.

We agree to provide the following services as part of the event described in paragraph 1:

- a) A performance including singing and show elements in the agreed duration
- b) A meet & greet of approx. 15 minutes backstage
- c) An autograph session with photo and selfie opportunities for guests
- d) Provision of giveaways and merchandise, with type and quantity at our discretion, brought by us or delivered in advance
- e) Promotion of the event on our website and social media channels

During the performance, no guests may be in the direct stage area of Malik Adams. Only separated areas are permitted. Special arrangements may be agreed individually. We provide a setlist for the Promoter to select from; the final show selection remains at the discretion of Malik Adams and us.

The Promoter carries out the event in their own name, on their own account, and at their own cost. They are responsible for all taxes, artists’ social security contributions, and other fees, as well as the reporting and payment of royalties for copyrighted works to collecting societies, especially GEMA. Upon request—but no earlier than one week before the event— we will provide a full list of all works expected to be performed.

If the offer consists of multiple services, they shall be deemed separate individual services, even if a total price was agreed.

Extensions or reductions of the agreed service scope require a written agreement.

If personal obligations prevent fulfillment (e.g., illness or other incapacity), we will inform the Promoter immediately.

We provide no guarantee of achieving a specific success or outcome. The subject of the contract is the agreed ser-

vice, not a guaranteed result.

Dates, arrival times, and location details are agreed jointly. Once confirmed by us, dates are binding for the Promoter.

An event cancelled or interrupted by the Promoter does not entitle them to a reduction in costs or a transfer of the booking to another date, unless the cancellation was caused by us.

Within the performance, Malik Adams retains artistic freedom and is not subject to creative instructions from the Promoter or third parties.

§ 3 PROMOTER'S DUTIES TO COOPERATE

a) The Promoter must provide security personnel for Malik Adams for the entire duration of his stay—from arrival until departure.

b) A tour escort, who also ensures Malik Adams' safety during this period, will pick him up from the agreed train station or airport and transport him to the venue and back or to the accommodation booked by us.

The Promoter shall promote the event appropriately, at their own expense and responsibility.

Advertising for other services in connection with our performance is only permitted with our express written consent.

If the Promoter fails to perform required cooperation duties or delays our performance due to reasons attributable solely to the Promoter, we will first issue a warning with a reasonable deadline, unless unacceptable. After expiration of the deadline, we may claim damages, including additional expenses. We charge a contractual penalty of 50% of the net price stated in the offer. Higher damages may be claimed; the Promoter may prove lesser damage.

If the Promoter engages third parties for cooperation tasks or other external services, the Promoter is responsible for their organizational and timely coordination with our activities unless otherwise agreed.

The Promoter is liable to us for damages caused by breach of their duties of care or custody relating to equipment or items brought by us. This applies equally to damages caused by their staff, family members, or subcontractors. The Promoter must report any damage immediately. We may repair such damage at the Promoter's expense if feasible.

If other artists perform on the same evening or show, the Promoter must inform us of their names and the running order.

§ 4 OFFER AND CONCLUSION OF CONTRACT

The Promoter may request a quote by phone, contact form, or in text form.

If the Promoter receives an offer (cost estimate) from us, the following applies: All offers are non-binding unless expressly marked as binding. Validity is stated in the offer. Acceptance must be submitted in text form. By accepting the offer, the Promoter accepts these Terms and Conditions.

The contract is concluded only when we confirm the order, unless the offer was expressly marked as binding.

We store the contract text after conclusion. The General Terms and Conditions can always be accessed, saved, and printed on the Press & Promoter page. We will provide the contractual terms, including these General Terms, to consumer Promoters no later than with the offer, in text form.

Information regarding the service (e.g., technical data, timing) is approximate unless exact conformity is required for contractual purpose. These are not guaranteed characteristics. Usual or legally required deviations or technical improvements are permissible as long as suitability for the intended purpose is not impaired. Only explicitly designated guarantees count as such.

Information and explanations by our staff are based on experience and do not constitute guarantees. A guarantee only applies if explicitly designated as "legally guaranteed" in writing.

Sample characteristics only become contractual if expressly agreed in writing. The Promoter may not use or forward samples without our consent.

We reserve ownership and copyright to all offers, cost estimates, drawings, images, calculations, brochures, catalo-

gues, models, tools, and other materials. Without consent, the Promoter may not disclose, copy, or use them. Upon request, all materials must be returned and any copies destroyed if no longer required or if negotiations do not result in a contract.

§ 5 PRICES AND PAYMENT

The prices stated in our offer at the time of contract conclusion apply; they are total prices including VAT.

Packaging, transport, shipping, insurance, GEMA fees, and other public fees are not included and will be charged separately where applicable. They are listed in the offer and borne by the Promoter.

Prices are based on the Promoter's provided event information. If these change, we may adjust the offer or charge additional costs if work has begun. Any extra work beyond the calculation must be paid separately.

Additional expenses not listed in the offer will be reimbursed: For events in Germany, Austria, and Switzerland, hotel or travel costs of €150 per calendar day will be reimbursed. Choice of travel and accommodation is at our discretion.

Payment is made by invoice.

Billing is in euros. Exchange rate risks and foreign bank charges are borne by the Promoter.

Invoices are payable immediately and within 14 days without deduction. The date of payment is the date funds are received. Late payments bear statutory default interest and a €40 late-fee surcharge.

We may require advance payment if agreed. A 50% prepayment is always invoiced and must be paid at least 14 days before the event.

We may begin services only after the deposit is received. If other outstanding payments exist, we may wait until all are settled. If full booking fees are not paid by the day before the event despite reminders, we may withdraw from the contract.

Offsetting counterclaims is permitted only if undisputed or legally confirmed. A right of retention exists only for claims deriving from the same contract.

Objections to the invoice must be raised in writing within six weeks of receipt. After this period, the invoice is deemed approved. We will explicitly remind the Promoter of this rule with the invoice.

§ 6 GRANT OF RIGHTS

Insofar as we use the Promoter's logo, company name, any trademarks, or other intangible protected assets for the purpose of promoting the event, the Promoter grants us a non-exclusive, sublicensable right of use that is unlimited in territory and scope and limited in time until six (6) months after the end of the event. The right of use includes, in particular, all commercial and non-commercial, editorial and non-editorial, digital, electronic, and print uses, especially the right:

- a) to reproduce and distribute the work in whole or in part, including individual elements, in any quantity and form.
- b) to edit, adapt, and translate, including the right to translate content into other languages and exploit the translations to the same extent; to digitize the content, make it interactive, and combine it with other works/services.
- c) to make the content publicly available, including the rights of performance, presentation, broadcasting, making available to the public, reproduction by image and sound carriers, and reproduction of broadcasts and public availability.
- d) to archive the content in whole or in part in any technical form, store it in collections and databases, make it retrievable, and exploit it.
- e) to broadcast the work via radio, audio and television broadcasting, wire broadcasting, satellite broadcasting, cable broadcasting, and any comparable analog, digital, or other technical transmission methods, encrypted or unencrypted, by any service, at any resolution or data rate.
- f) for advertising and promotion, i.e., to use the materials in all media—edited or unedited—for advertising and promotional purposes for the Promoter and their services.

If claims for injunctive relief, removal, disclosure, reimbursement of expenses, or damages are made against us by third parties due to content/material provided by the Promoter, the Promoter shall indemnify us against such expenses, including reasonable legal defense costs. We reserve the right to assume sole defense and conduct any dispute

independently, without prejudice to the Promoter's indemnification obligations. We will inform the Promoter without delay, to the extent legally permissible, if claims are asserted against us or if indications of a violation of legal provisions or third-party rights attributable to the Promoter become known.

We are entitled to immediately remove or deactivate advertisements if there are indications that they may violate third-party rights. Such indications exist, in particular, if third parties take action—of any kind—against us and/or the Promoter based on alleged illegality or infringement. There is no refund of fees for early removal based on this provision.

§ 7 RIGHT OF WITHDRAWAL (for Consumers)

In accordance with statutory requirements, the Promoter—if a consumer—is informed that, pursuant to § 312g para. 2 sentence 1 no. 9 BGB, no right of withdrawal exists for contracts relating to accommodation services (other than residential), transport of goods, car rental, supply of food and beverages, or other services related to leisure activities, if the contract specifies a fixed date or period of performance.

§ 8 LIABILITY

8.1 General

The following exclusions and limitations of liability apply—without prejudice to other legal requirements—for the Promoter's claims for damages.

We are liable without limitation for damages insofar as:

- a) they result from intent or gross negligence,
- b) we have assumed a guarantee for the condition of the goods,
- c) liability is mandatory under the Product Liability Act,
- d) they involve injury to life, body, or health, or
- e) they arise from culpable breach of essential contractual obligations.

Liability for simple and gross negligence and for breach of essential contractual obligations is limited to the foreseeable, contract-typical damage that the Promoter could have expected based on circumstances known at the time of contract conclusion, unless one of the exceptions under (2) b)-c) applies.

Otherwise, liability for damages of any kind—regardless of legal basis, including pre-contractual liability—is excluded.

No-fault liability under § 536a para. 1 BGB for defects existing at the time of contract conclusion is excluded.

These exclusions and limitations also apply in favor of employees, vicarious agents, and other third parties used in contract performance.

The above rules apply to all damage claims—whether for damages in addition to or instead of performance—particularly for defects, breach of obligations, or tort. They also apply to claims for reimbursement of futile expenses.

These limitations do not alter the burden of proof to the detriment of the Promoter.

8.2 Liability for Delay

If the Promoter suffers damage due to delay attributable to us, they may claim compensation for delay—excluding all other claims. This is 0.5% of the net remuneration for the delayed goods/service per week of delay, up to a maximum of 5% of the net remuneration for the entire affected delivery/service. Further compensation is excluded, except in cases of intent, gross negligence, fraud, injury to life/body/health, fixed-date obligations, or assumed guarantees or procurement risks under § 276 BGB.

8.3 Liability for Impossibility

We are liable for impossibility due to intent or gross negligence by us or our agents, and for culpable injury to life, body, or health, in accordance with statutory provisions. In cases of gross negligence, liability is limited to typical, foreseeable damages unless one of the above exceptions applies. Outside these exceptions, liability for damages and futile expenses is limited to 10% of the value of the impossible service. Further claims for impossibility are excluded; the Promoter retains the right to withdraw.

§ 9 FORCE MAJEURE

We are not liable for impossibility or delays caused by:

- a) force majeure (e.g., civil unrest, terrorism, strikes, natural disasters, war, material shortages, power outages, accidents, missing permits, pandemics);
- b) virus or other non-technical attacks by third parties despite state-of-the-art security measures;
- c) obstacles arising from German, US, EU, or other applicable export control laws;
- d) illness on our part;
- e) official orders, including those under IfSG, prohibitions on commercial events, curfews, or orders making performance impossible or unreasonable;
- f) weather warnings or hazardous conditions for outdoor events (e.g., heavy rain, ice, temperatures above 35°C at the performance location).

If performance becomes unavailable or delayed due to the above events, we will notify the Promoter without delay.

If a fixed performance date is exceeded by more than four weeks due to these events—or if adherence to the contract becomes objectively unreasonable for the Promoter—both parties may withdraw from the contract regarding the unperformed portion. Any payments for services not rendered will be refunded. Further claims, particularly damages, do not arise.

If delay or impossibility occurs, liability is limited in accordance with § 8.

§ 10 TERMINATION OF SERVICE/WORK CONTRACTS

Ordinary termination is excluded.

Both parties retain the right to extraordinary termination for good cause. Good cause includes, in particular:

- a) breach of statutory or contractual obligations by the Promoter, including failure to perform cooperation duties despite warning;
- b) failure to pay due (partial) payments despite reminder;
- c) culpable violation of relevant legal provisions or public morals;
- d) insolvency proceedings being applied for or opened over the Promoter's assets.

Termination must be made in text form to be effective.

§ 11 CONSEQUENCES OF PREMATURE TERMINATION

If the Promoter terminates the contract without fault on our part, we may claim the agreed remuneration minus saved expenses or earnings from possible alternative use of our performance. It is presumed that we are entitled to the following lump-sum payments for the unperformed portion:

- a) Cancellation up to 4 weeks before the event: 50%
- b) Cancellation up to 14 days before the event: 75%
- c) Cancellation within 24 hours of the event: 95%

The above does not apply if a free cancellation right is granted in the individual contract and exercised in time.

The Promoter may prove that our saved expenses or alternative earnings are significantly higher. In this case, only the reduced amount is owed.

If we prove that costs already incurred for the unperformed portion exceed the lump-sum deductions, we may charge the actual costs.

§ 12 RIGHT TO REFERENCE USE

We are entitled to use the Promoter—by name, corporate identifier, address, logo, and website—as a reference for our services and to reproduce and publish any evaluations related to the event. The consent and grant of rights includes commercial and non-commercial, editorial and non-editorial, digital, electronic, and print use, including unlimited reproduction, distribution, exhibition, public display, broadcasting, and advertising—online (e.g., website) and in print. This also includes social media. For these purposes, we may share the referenced data with third parties.

§ 13 APPLICABLE LAW AND JURISDICTION

Subject to individual agreements, the law of the Federal Republic of Germany applies, excluding the CISG. For consumers, German law applies unless mandatory consumer protection laws of their home country prevail. If foreign law must apply, these AGB shall be interpreted to preserve their economic purpose as far as possible.

If the Promoter is a merchant, public-law entity, or has no general jurisdiction in Germany, the place of jurisdiction for all disputes is our business seat.

This jurisdiction rule also applies to extra-contractual claims under Regulation (EC) No. 864/2007. Mandatory exclusive jurisdictions remain unaffected.

§ 14 OWNERSHIP/USAGE RIGHTS

All recordings of Malik Adams' vocals remain his exclusive property and may not be made public or used in any form by the Promoter without prior written consent.