

ENGAGEMENT TERMS AND CONDITIONS

Energy Schweiz AG | Edition: June 2016



A. General Provisions.

1. Energy Schweiz.

- 1.1 Energy Schweiz AG (hereafter «**Energy Schweiz**») belongs to the Energy Schweiz Gruppe, which consists of Energy Schweiz Holding AG, its subsidiaries Energy Schweiz AG and Energy Media AG, and the radio stations Energy Zürich, Energy Bern and Energy Basel associated therewith (hereafter referred to as «**Energy Stations**»).
- 1.2 Energy Schweiz AG conducts, markets, promotes, and/or organizes its own activities, performances, projects, Web sites, events, and/or those of third parties, such undertakings being of an intermedia nature and utilizing all media channels, especially radio, online, mobile, print, and TV.
- 1.3 In particular, besides the rendering of these services, Energy Schweiz also organizes events (hereafter «**Event**»)
- 1.4 In order to carry out these events, Energy Schweiz uses the services of compensated and uncompensated third parties (e.g. artists, assistants, chauffeurs, promotion crews, photographers, etc.) (hereafter «**Performer**»).

2. Scope.

- 2.1 To the extent not otherwise agreed in writing these **Energy Engagement Terms and Conditions** supplemented by the **Energy AGB** and the **Energy Data Protection Provisions** in their current version apply to relations between Energy Schweiz and Performers.
- 2.2 In the case of conflicts between the Energy Engagement Terms and Conditions and the Energy AGB it is the Energy Engagement Terms and Conditions that take precedence.

B. Engagement.

3. Engagement Contract.

- 3.1 The specific performance duties of Energy Schweiz and Performer (especially the time, duration, nature, and form of the engagement as well as its possible compensation) are determined by the specific engagement contract between Energy Schweiz and Performer and/or its agent/manager, etc.
- 3.2 Energy Schweiz enters into engagement contracts either with Performer or its agent/management. A possible agent/possible management is hereafter included in the designation «Performer».
- 3.3 If Energy Schweiz does not enter into an engagement contract with Performer but rather with an agent/management, then the agent/management is liable for fulfilling the engagement terms of Performer to the same extent as Performer itself.
- 3.4 Performer guarantees that the obligations of the engagement and these engagement conditions will also be fully adhered to by any members/crew of a group (band/assistants) of Performer.
- 3.5 Performer grants Energy Schweiz priority over other professional activities if dates are established at least two (2) weeks in advance. Excepted therefrom are priorly discussed blocked time slots and/or other priorly discussed scheduled activities of Performer.
- 3.6 Energy Schweiz and Performer **do not enter into any employment relationship** by concluding an engagement contract. Performer is itself responsible for paying all social security contributions.

4. Obligations of Performer.

- 4.1 Performer is obligated to make available to Energy Schweiz the working time defined in the engagement contract.
- 4.2 Performer is to comply with the requirements and conditions under the schedule/specifications of Energy Schweiz.

- 4.3 If Performer cannot meet its commitment for important reasons, it is to promptly inform Energy Schweiz of this.
- 4.4 If it appears that Performer did not keep its commitment without important reasons therefor and/or cancels its commitment without important reasons therefor it is liable for the resulting damages. Performer (especially a possible agent) is, in such a case, to propose an equivalent substitute in a timely fashion in case of cancellation. Energy Schweiz is not obligated to accept and/or employ a proposed substitute.
- 4.5 Performer is to render its services in a professional and diligent fashion.
- 4.6 Performer is obligated, based on availability, to take part in PR and advertising measures that Energy Schweiz has taken in connection with the event during and also after the course of actual working time.
- 4.7 Performer is obligated not to undertake its own commercial activities under the aegis of the relevant event either before, during, or afterwards, unless this is agreed to by Energy Schweiz in advance and in writing.

5. Fees, Expenses.

- 5.1 Any fee, expenses and so-called fringe benefits (e.g. free tickets) are to be agreed upon on an individual basis. There is no claim to a fee and/or compensation for expenses without an express agreement to this effect.

6. Equipment.

- 6.1 Energy Schweiz will make the necessary equipment available to Performer in line with industry standards (especially microphones, an amplification system, lighting, vehicles, any clothing material, promotional material, etc.). If Performer needs additional or special equipment, it is to inform Energy Schweiz in a timely fashion. This will then be arranged individually between the parties. Without a written agreement to the contrary, Energy Schweiz will not pay Performer any compensation for its own equipment.
- 6.2 Performer is to treat equipment provided to it with care (especially any articles of clothing) and is liable for willful damage.

7. Advertising.

- 7.1 In the context of advertising for the event Energy Schweiz can use the name, the personal information, pictures and recordings, etc. of Performer.
- 7.2 Performer acknowledges that it is in no way to make its own arrangements concerning advertising/sponsoring/product placement, etc. Any compensation nonetheless received in this context by Performer of any type belongs to Energy Schweiz. Advertising on the part of Performer for products/businesses that are in competition with the sponsors of Energy Schweiz or the specific event is in any case excluded.

8. Insurance.

- 8.1 As organizer Energy Schweiz has its own liability insurance.
- 8.2 Performer guarantees that it has proper professional liability insurance or comparable liability insurance.

9. Security Precautions Before and During the Event.

- 9.1 Performer is obligated to respect and comply with the security provisions of Energy Schweiz, of the on-site security personnel, or other assistants of Energy Schweiz.

10. With Particular Reference to Artists (Singers, etc.).

- 10.1 By concluding the engagement contract Performer grants Energy Schweiz - without receiving compensation - the exclusive right to integrally record its performance, whether this is done by Energy Schweiz itself or third parties commissioned for this task. This granting of rights relates exclusively to the recording of the performance as such and not to any general rights to the compositions of Performer.
- 10.2 Energy Schweiz acquires ownership of the recording (pictures and sound) at the time it is made.
- 10.3 Without providing compensation Performer transfers Energy Schweiz, while safeguarding its personal rights as an artist and for an unlimited time in regard to the recording, all existing rights to the recording as Performer (intellectual property rights, rights of personality, and other property rights) to the extent necessary for complete use of the recording under the following conditions. Energy Schweiz is thereby to be put in the position, to use, in the most comprehensive manner possible, the recording in accordance with the following conditions (or individual agreement) in altered or unaltered form.
- 10.4 Energy Schweiz is entitled but not obligated to use the recording without providing compensation and for an unlimited period of time as follows:
- to transmit the recording on the day of the event live on existing or future Energy stations, by streaming video on their Web sites and/or www.energy.ch, and/or on TV channels designated by Energy Schweiz (including rebroadcasts);
 - to process the recording for radio, streaming video and/or TV, especially to shorten it and divide it up;
 - to make the recording available any number of times in whole or in part (e.g. as a montage of the event) asynchronously on the existing or future Energy Stations, their Web sites (including all other Internet platforms of the Energy Schweiz Gruppe) as well as on Web TV and Energy TV;
 - to broadcast the recording as part of a «Best of ... » transmission on TV stations designated by Energy Schweiz (including rebroadcasts);
 - to use excerpts (especially if applicable to individual songs) of the recording as streaming videos for video platforms such as YouTube;
 - to use excerpts from the recording for previews, trailers, video images, and on the Internet or radio and
 - to archive the recording in whole or in part
- 10.5 It is the task of Energy Schweiz to obtain any authorizations from Suisa or other performing rights societies as well as to pay any damages for the rendering/performing of works protected by copyright. The Performer is obligated to provide Energy Schweiz with the necessary or desired information documenting the content of its presentation (e.g. playlist).

11. In Reference to Photographers/VJ's, etc.

- 11.1 Photographers or other service providers engaged by Energy Schweiz (e.g. VJ's, reporters, etc., hereafter referred to as «Producers») are to deliver the agreed-upon product/result (photographs, coverage, reports, etc., hereafter referred to as «Product») at the agreed-upon due date and/or at the request of Energy Schweiz in a timely fashion and in the agreed-upon form. A refusal to provide the relevant materials is expressly excluded.
- 11.2 Producers are prohibited from making Products available to third parties for any purpose and whether compensated therefor or not.

- 11.3 Producers are entitled, after consulting with Energy Schweiz, to employ Products exclusively for their own use (references, self-advertising).

12. In Reference to Promoters

- 12.1 Promoters are obligated to strictly abide by the relevant dress code.
- 12.2 Promoters are obligated to promote the image of the advertised product/advertised business to the best of their knowledge and judgement and to refrain from any actions/statements that could be damaging to the image of the Product and/or business being promoted.
- 12.3 While working promoters are strictly prohibited from smoking and drinking.
- 12.4 Promoters hereby expressly declare their understanding of an agreement to the fact that during the course of their work they may be photographed or otherwise recorded (film) and that these recordings can be used in connection with publication of the event.

13. In Reference to Chauffeurs.

- 13.1 A chauffeur is commissioned to work for Energy Schweiz as a driver at an event on the basis of a work order and according to an individual work plan.
- 13.2 Upon conclusion of the work contract the chauffeur declares:
- that he has a driver's license that is valid in Switzerland (Cat. B) that entitles him to drive a passenger car;
 - that he will come to work in a condition in which he is 100 % qualified and able to drive;
 - that during work time and at least 24 hours before no alcoholic drinks are to be consumed, nor are drugs or medications to be taken that could impair driving abilities in any way;
 - that he will abide by the rules of the Swiss Road Traffic Act (SVG) and observe police regulations, etc. during work and
 - that he will maintain strict confidentiality regarding information, knowledge, statements, etc. concerning a passenger or his circumstances that is acquired during the course of work.
- 13.3 The chauffeur is aware of and agrees that he is personally responsible for any traffic violations he causes during the course of work.
- 13.4 The chauffeur is to treat the vehicle he drives with care and is to promptly inform Energy Schweiz of any damage.

14. Postponement or Cancellation of an Event.

- 14.1 Energy reserves the right to cancel or postpone any event without providing reasons therefor.
- 14.2 Moreover, Performer is aware that, should the event have to be cancelled or discontinued for any reason Energy Schweiz assumes no liability in regard to Performer (including band, group, assistants, etc.). Any costs incurred by Performer are at the Performer's own risk. A claim for damages against Energy Schweiz is expressly excluded.

15. Exclusion of Liability.

- 15.1 **Energy Schweiz expressly excludes, to the extent statutorily permissible, any liability for damage to property, personal injury, or other economic loss in connection with the organization or carrying out of events.**

C. Concluding Provisions

16. Should individual provisions of these «Engagement Terms and Conditions» be or become invalid, the validity of the remaining provisions remain unaffected. The contracting parties are obligated to replace the invalid rule with a valid one with a content that best reflects the intent and purpose of the parties in the invalid provision. The same applies to gaps.

17. **Jurisdiction for all controversies arising out of these «Engagement Terms and Conditions» as well as all transactions with Energy Schweiz and/or Energy Stations is the headquarters of Energy Schweiz AG.** Compulsory courts of jurisdiction remain reserved.

18. Swiss law applies exclusively to the exclusion of provisions of international private law. In particular, the United Nations Convention on the International Sale of Goods of April 11, 1980 (SR 0.221.211.1) is also excluded.