

ARTFX EVENTS BV: GENERAL TERMS AND CONDITIONS PERTAINING TO CLIENTS

Article 1 Definitions

- 1.1 For the purposes of these general terms and conditions "**ArtFX**" refers to the private company with limited liability incorporated under the law of the Netherlands, ArtFX Events B.V., which has its registered office and place of business at Donauweg 10 in (1043 AJ) Amsterdam, the Netherlands, which party shall always act in its capacity as a service provider under Section 7:400 *et seq.* of the Dutch Civil Code for the purposes of these terms and conditions, and any agreement, offer or confirmation of order which they govern.
- 1.2 For the purposes of these terms and conditions "Parties" is deemed to refer jointly to ArtFX and a client.
- 1.3 "Assignment" is deemed to refer to a request from a client addressed to ArtFX asking the latter to carry out work and setting out all of the parties' relevant rights and duties.
- 1.4 "Client" is deemed to refer to any business which engages, has engaged or wishes to engage ArtFX to carry out an assignment.
- 1.5 "Work" is deemed to refer to all that ArtFX produces or undertakes, or arranges to have produced and/or undertaken for the purposes of a client's engagement of ArtFX to carry out an assignment with a view to that client's event.
- 1.6 "Quotation" is deemed to refer to a description of the relevant work and a breakdown of the fees associated with it.

Article 2 Nature of an agreement between the parties

- 2.1 Acting at the behest of various clients, ArtFX shall provide technical, visual, creative, logistical and managerial duties for events. As such, ArtFX shall provide both services and creative designs which are protected by means of intellectual property rights. ArtFX's website (www.artfx-events.nl) sets out precisely which services ArtFX is capable of providing and the service agreement concluded by the parties shall set out in detail which components ArtFX is to produce, supply or provide to the relevant client. In the case of a number of services ArtFX may also always engage other parties, to which a client is deemed have consented in advance.
- 2.2 Without ArtFX's prior consent, a client shall not be entitled to arrange for any other party to carry out the agreed work (as well) or to have such party modify, use or treat the relevant works.

- 2.3 Unless explicitly agreed otherwise in writing, the parties shall enter into an agreement in respect of a single event. All of the licenses which apply in relation to any creative designs produced by ArtFX for a client shall explicitly apply solely to the single event which is the subject of the agreement concerned.

Article 3 Scope of application of these terms and conditions

- 3.1 These general terms and conditions shall govern all contractual relations between ArtFX and a client, as well as any quotation or offer presented by ArtFX to a client.
- 3.2 All of the work carried out by ArtFX for a client shall be governed by these terms and conditions. ArtFX shall record every assignment in a service agreement. Such document shall always be explicitly governed by these general terms and conditions.
- 3.3 Any provisions which derogate from these general terms and conditions, including those which are set out in any general terms and conditions employed by a client or any other party engaged by the latter, shall not be binding on ArtFX, unless explicitly agreed otherwise in writing.

Article 4 Quotations

- 4.1 Any quotation presented by ArtFX to a client shall always be free of obligation, unless explicitly agreed otherwise in writing.
- 4.2 Acting as reasonably as possible, ArtFX shall always provide a client with written confirmation of any arrangements made concerning the work that is to be carried out and the designs which are to be created.
- 4.3 Where ArtFX has commenced its work in the absence of any prior written record, the substance of the relevant quotation taken together with that of these general terms and conditions shall determine the nature of the assignment. Any failure to comply with an amount cited in a quotation due to the terms of sale of a supplier or any other party that has been engaged shall not be deemed to constitute non-compliance.
- 4.4 Any verbal arrangement made with or undertaking given by a client's subordinate shall only be binding, once it has been confirmed in writing by a person who has the power to sign on behalf of that client.

Article 5 Fees, deliveries and payment

- 5.1 All of the fees charged by ArtFX shall be exclusive of VAT. In so far as is reasonably possible, ArtFX shall also disclose any additional costs associated with an assignment for which the relevant client is liable to the latter in writing and shall charge that client for them as soon as possible.

- 5.2 ArtFX shall be entitled to pass on any variation in its fees to a client which occurs after a quotation has been issued.
- 5.3 All payments must be made into an account designated by ArtFX.

Article 6 Assignments and modifications

- 6.1 A client shall be deemed to have given an assignment either by means of written confirmation by ArtFX of that assignment addressed to that client or by virtue of ArtFX starting to carry out the relevant work.
- 6.2 A client shall be required to give ArtFX timely written notice of any modification of an assignment by confirming same in writing. In the event that a client neglects to give notice of any modification that is required, any failure to implement such modification shall occur entirely at that client's risk and expense.
- 6.3 A client shall be liable for any additional costs incurred as a result of the modification of an assignment and they shall be charged for in accordance with any previously stipulated conditions.
- 6.4 A modification of an assignment may result in a failure to meet any indicative deadline originally mentioned by ArtFX. A reduction of work may only be agreed to after ArtFX's written consent is received and those parts of the assignment which have been revoked shall be governed by Article 6.5.
- 6.5 Should a client decide to cancel an assignment after it has been given for any reason whatsoever and/or to refrain from carrying it out any further before it has been completed, that client shall have a duty to compensate ArtFX for all reasonable expenses which it has already incurred, which is deemed to include the time already devoted to it and any fees which it already owes to a third party, as well as ArtFX's loss of earnings subject to any other rights which the law confers on a service provider in the latter's capacity as such. ArtFX shall bill a client separately for any additional costs incurred or time spent by ArtFX as a result of any culpable non-compliance on the part of that client, and the latter shall always be required to pay same.

Article 7 Client's assistance

- 7.1 Because it is necessary for a client to assist with the execution of an agreement, a client shall always provide ArtFX with any requisite information or data on time. A client shall warrant that any information which it supplies is accurate and complete. In the event that ArtFX makes a mistake on the basis of such information, it shall not be liable for it. A client shall not withhold or delay approval that is requested for a design produced by ArtFX on unreasonable grounds.

- 7.2 In the event that it is agreed that a client is to make facilities available, for example, rooms, equipment, materials or information, they shall comply with the usual, requisite specifications applicable in relation to the performance of the relevant work.
- 7.3 In the event that any information required for the purposes of executing an agreement are not placed at the disposal of ArtFX's suppliers or this is not done punctually or not in accordance with the relevant arrangements due to any act or omission on the part of the client concerned, or should the latter fail to comply with its obligations in any other way, ArtFX shall be entitled to suspend execution of the agreement in question.

Article 8 Provision of food, beverages, transport and accommodation

- 8.1 A client shall always provide food and beverages free of charge to any person who is present at the behest of ArtFX or any other party engaged by the latter throughout the time required for the production of the event concerned.
- 8.2 In the case of an event held in the Netherlands the relevant client shall arrange accommodation throughout the time required for the production of the event concerned for any person who is present at the behest of ArtFX or any other party engaged by the latter in a single room in a hotel of no less than three (3) stars situated no more than fifteen (15) kilometers from the event venue along with breakfast.
- 8.3 In the case of an event held outside the Netherlands but within the European Union the relevant client shall arrange accommodation throughout the time required for the production of the event concerned for any person who is present at the behest of ArtFX or any other party engaged by the latter in a single room in a hotel of no less than four (4) stars situated no more than ten (10) kilometers from the event venue along with breakfast. The relevant client shall provide flight tickets for no less than comfort class for all of such individuals. Furthermore, that client shall arrange transfers for those individuals from the airport to the hotel and back, and from the hotel to the venue and back. The client shall also provide an allowance for food and beverages during their stay (*sejour*) for the purposes of carrying out the assignment concerned.
- 8.4 In the case of an event held outside the European Union the relevant client shall arrange accommodation throughout the time required for the production of the event concerned for any person who is present at the behest of ArtFX or any other party engaged by the latter in a single room in a hotel of no less than four (4) stars situated no more than ten (10) kilometers from the event venue along with breakfast. The relevant client shall provide business class flight tickets for such persons. Furthermore, that client shall arrange transfers for those individuals from the airport to the hotel and back, and from the hotel to the venue and back. The client shall also provide an allowance for food and beverages during their stay (*sejour*) for the purposes of carrying out the assignment concerned.
- 8.5 In the case of every event for which ArtFX is engaged, the relevant client shall provide ArtFX with no less than four (4) VIP or backstage passes including two (2) parking tickets.

Article 9 Payment

- 9.1 Unless explicitly agreed otherwise in writing, payment must always be made within fourteen (14) days after the invoice date. A client shall have a duty to effect full payment as agreed by no later than seven (7) days prior to the event which is to be held. In the event that a client fails to do so punctually and in full, ArtFX shall be entitled to suspend all further assistance (even if this results in the event not going ahead) and the relevant client shall not be permitted to use the designs created for it. Less than full payment may only be effected in advance pursuant to a written agreement between the parties.
- 9.2 In the event that a client fails to comply with its financial obligations on time, it shall immediately be in default without the need for any prior letter of demand or notice of default being required. As of the time at which it is in default a client shall be liable for interest on the principal sum at the legally stipulated commercial rate plus 1.5% per month.
- 9.3 ArtFX shall always be entitled to charge the relevant client for any specific costs which it is required to incur for the purposes of carrying out the assignment and which are still to be determined, and the relevant invoices must be paid before ArtFX starts to perform the work or continues to do so. Such costs shall include, for example, those which ArtFX is to incur for engaging any other part and for production, media and distribution activities.
- 9.4 Irrespective of the agreed terms of payment, ArtFX may require that a client tender security for payment.
- 9.5 A client shall be liable for all of the costs which ArtFX incurs for the purposes of collecting the amounts owed to it, which include but shall not be confined to any legal, judicial and extrajudicial expenses. Any extrajudicial expenses shall amount to 15% of the amounts payable.

Article 10 Budget blowouts

- 10.1 The parties shall do all in their power to prevent a budget blowout from occurring and, should it become pertinent to do so, either party shall give the other party notice that changes are occurring which could have an impact on the budget. Nevertheless, a budget blowout may occur when an event is organized and in all cases the relevant client shall be liable for same based on subsequent costing by ArtFX.
- 10.2 Under no circumstances shall ArtFX be liable for any budget blowout, unless it is caused by a deliberate act or omission, or wilful recklessness on the part of ArtFX. Where necessary, before an event ArtFX shall notify the relevant client of any budget blowout by email and shall request consent for additional costs to be incurred, which the client shall not unreasonably withhold. On any event construction day(s) itself (or themselves) the relevant client's prior consent shall not be required for any sudden additional expenditure required to cover costs for that event owing to a lack of time. In such a case ArtFX shall be

entitled to incur any additional costs immediately at the relevant client's expense, provided that such expenses are reasonably required to ensure that the event concerned runs smoothly.

Article 11 Delivery times

- 11.1 Any delivery time stipulated by ArtFX for the provision of services and/or supply of designs shall be deemed to be indicative and not material, unless it is an agreed deadline, such as the time when a show is to be produced or the show day of the relevant event itself. The production times for an event shall be binding on the parties. In the event that a client changes such production times without consulting ArtFX or without the latter's approval, ArtFX reserves a right of refusal in relation to specific days or may deem them to constitute additional work. Failure to meet a deadline shall not discharge the relevant client from its obligations towards ArtFX.
- 11.2 In the event of a failure to meet any deadline which is not material, such as a show day, the relevant client shall be required to notify ArtFX that the latter is in default, in respect of which ArtFX shall be given notice that it is in default and shall be afforded the opportunity to comply with its obligations within a reasonable period of time given the circumstances of the case.

Article 12 ArtFX's engagement of other parties

- 12.1 When an assignment is carried out, ArtFX usually engages other parties to carry out part of it or to supply specific requisites (technological or otherwise) or parts. ArtFX's engagement and management of such parties is specifically deemed to constitute part of an assignment given to ArtFX and the relevant client shall be deemed to have declared that it consents to same. The engagement of any other party shall occur at the relevant client's full risk and expense, in respect of which ArtFX shall do all in its power to ensure the quality of the services or facilities provided by the party that is engaged.
- 12.2 In the event that ArtFX engages another party on its own behalf for the purposes of carrying out an assignment, ArtFX shall charge the relevant client for any goods supplied and/or services provided by such other party.
- 12.3 If and in so far as another party's terms and conditions are applicable and/or such other party is bound by the terms and conditions or regulations which apply in relation to the legal relationship between it and ArtFX, the relevant terms and conditions and/or regulations shall also apply in respect of the relationship between the parties. This shall not change the fact that the legal relationship between the parties shall continue to be governed in full by these general terms and conditions.

Article 13 Complaints

- 13.1 Where a client has a complaint of any nature whatsoever concerning compliance with any duty pursuant to an agreement concluded between the parties, it shall be required to describe it clearly, substantiate it properly and to notify ArtFX of it in writing as soon as possible but at any rate within fourteen (14) working days after the relevant event on pain of any claim lapsing.
- 13.2 Upon the expiry of the aforementioned period of time no further complaint shall be considered and the client concerned shall be deemed to have exhausted its rights in respect thereof, unless that deadline is unreasonably onerous in the relevant circumstances.

Article 14 Suspension, cancellation and rescission

- 14.1 In the event that a client fails to comply with its financial obligations and/or continues to be seriously in default of compliance with its other obligations or to tender security as required, ArtFX shall be entitled to suspend or halt the execution of the relevant assignment.
- 14.2 ArtFX shall be entitled to terminate any agreement entered into between the parties by cancelling or rescinding it in the absence of any judicial intervention in the event that the relevant client fails to comply with its contractual obligations or to do so properly or on time. In such a case the client shall have a duty to provide compensation for any costs incurred by ArtFX up until that point in time, any amount it already owes to another party, any buy-out payment made to a third party that has been engaged, any amount paid in advance or any fee payable at that point in time subject to ArtFX's entitlement to full compensation. Any harm for which a client is to pay compensation shall always include loss of earnings pursuant to the relevant contract.
- 14.3 In the event that an agreement is terminated on the grounds of culpable default on the part of ArtFX, whatever the latter has already provided and/or carried out shall not be reversed. Any amount payable to ArtFX at the time of such termination shall fall due immediately and may not be set off against any claim which the relevant client has against ArtFX.
- 14.4 Either party shall be entitled to cancel all or part of their agreement immediately without judicial intervention in the event that the other party is bankrupt or has been granted a moratorium on payments, or where the other party's business has been closed down or liquidated.

Article 15 Limitation of liability

- 15.1 ArtFX shall not be liable for any mistake and/or shortcoming in relation to the execution of an assignment which is caused by the conduct and actions of the relevant client and/or



any other party engaged by the latter or on its behalf, which includes but shall not be confined to the following circumstances :

- a failure to supply materials, accurate data or information, or to do so punctually;
- any deficient designs which the client had already approved or failed to approve before completion of the assignment concerned;
- any deficiency at the venue where the event in question is held compared with information previously provided;
- a failure to comply with any obligations (financial or otherwise), which is deemed to include a failure to pay any amount owed to another party in full and/or on time.

15.2 Any claim pursuant to ArtFX's liability shall lapse upon the expiry of a period of four (4) months following the termination of the relevant work or completion of the assignment concerned. Under no circumstances shall ArtFX be liable for any indirect loss, except in the case of a wilful act or omission and/or gross negligence. Amongst other things, "indirect loss" is deemed to include any consequential loss, loss of earnings, foregone savings or a loss due to the disruption of business.

15.3 Under no circumstances shall ArtFX's liability exceed the amount for which it has charged the relevant client for any work which it has performed for that client in its capacity as the service provider less any out-of-pocket expenses, costs (paid in advance or otherwise) or any amount which may or may not have been paid to any other party that has been engaged. In the event that ArtFX is insured in this respect, its liability shall be explicitly limited to no more than the amount which its insurer pays out in the relevant case.

Article 16 ***Force majeure***

16.1 In the event that ArtFX is prevented from carrying out the agreed work in full and/or punctually due to *force majeure*, acting at its discretion it may suspend execution of the relevant agreement or cancel all or part of it by means of a written declaration to that effect without it being liable for any compensation or a guarantee.

16.2 Amongst other things, *force majeure* is deemed to refer to a strike, fire, technical malfunction or any other disruption of business or of transport, and any other occurrence beyond the control of the service provider or any of the latter's suppliers, a delay in or failure to effect delivery on the part of a supplier, or a failure to receive any permit that is required or any other government measure.

Article 17 Intellectual property rights

- 17.1 If and in so far as a client supplies ArtFX with materials, designs, plans, drafts or the like for the purposes of having an assignment carried out, that client shall warrant that they are not encumbered with any proprietary rights (or intellectual property rights) or any other rights belonging to a third party, or that the client has received a license from such third party to use them. Furthermore, a client shall warrant that the use of such materials and the like shall not constitute a contravention of any rules (legal or otherwise), regulations and/or guidelines. A client shall indemnify ArtFX against any claim in that respect.
- 17.2 Any intellectual property rights to works which ArtFX produces for the purposes of an assignment carried out for a client shall explicitly be vested in ArtFX, unless otherwise agreed to in writing. ArtFX shall always be entitled to register, record or file intellectual property rights for the purposes of securing and maintaining its legal position.
- 17.3 If and in so far as a client complies with all of its contractual obligations, ArtFX shall be granted a non-exclusive license to use the relevant design and/or whatever is supplied but solely and only at the relevant event or in any recording thereof for which that design has been produced. In the event that the parties have not agreed on anything else in that respect, such license shall be confined to the initial use of the relevant works at the event itself. ArtFX shall at all times retain full ownership and possession of the so-called "layout files" which ArtFX has used to produce the relevant designs for the client concerned. ArtFX shall not in any way have a duty to supply the layout files to a client or to allow the latter to view them. Any layout files shall constitute part of ArtFX's business secrets and know-how. Nevertheless, a client shall receive copies of ArtFX's designs in the form of a PDF document or an image file which cannot be modified.
- 17.4 Without explicit consent, a client shall be expressly prohibited from using an ArtFX design for any purpose or application other than as previously and expressly agreed. Under no circumstances shall a client surrender any design to another party or commission the latter to replicate or copy all or part of such design. A client shall not be entitled to modify whatever has been produced as part of the relevant consignment without ArtFX's prior written consent.
- 17.5 In the event that a client fails to comply with its contractual obligations, ArtFX shall be entitled to temporarily suspend or terminate any license that has been granted to use the relevant works as provided for in this article.
- 17.6 In turn, a client shall provide ArtFX with press photographs and/or videos of the event in which ArtFX's designs are visible free of charge. ArtFX shall be entitled to use such photographs or videos to promote its own services without paying a fee. In a portfolio on its website and for the purposes of its own promotion, ArtFX shall be entitled to disclose to other parties that it has worked for a client and to mention the name of the relevant event when doing so.

- 17.7 A client shall be entitled to display ArtFX's designs in any media (social or otherwise) and in any way whatsoever for the purposes of promotion, publicity, references, archiving or similar purposes in relation to its event, provided that it does not commercially exploit those designs on their own and that they are not the primary focus of any publication. The designs may also feature in any visual or commercial recording of the event concerned. ArtFX may also use images of an event in which its designs are visible for promotional purposes and the like.

Article 18 Assignment of rights and duties

- 18.1 Neither party shall be entitled to assign all or part of its rights and duties pursuant to any agreement or assignment governed by these terms and conditions to a third party, except with the prior written consent of the other party.
- 18.2 In any situation in which the relevant operations of a client's business are merged with or continue to be conducted as part of a another business in any manner or form or for any reason whatsoever, the original and successor business shall become severally liable for compliance with the client's obligations stipulated in Article 17.1.

Article 19 Non-disclosure

- 19.1 In so far as is not stipulated otherwise in these terms and conditions and/or has not been agreed to otherwise in writing by the parties, the latter shall have a duty of non-disclosure towards each other in relation to any data, information, method or works provided by them or work carried out by them (which includes any ideas, advice, designs, technical details or other proposals emanating from ArtFX) in so far as they are confidential by virtue of their nature and/or must be deemed to be protected by any intellectual property right.

Article 20 Governing law and competent court of law

- 20.1 All of the agreements governed by these terms and conditions and any agreement concluded pursuant thereto shall be solely governed by and construed in accordance with the law of the Netherlands.
- 20.2 Any dispute which arises pursuant or in relation to any agreement concluded under these terms and conditions or any agreement which is entered into pursuant to it shall only be brought before a competent court of law in Amsterdam.