

General Conditions

Article 1- Nature of the commitment

For the purpose of the proper and correct implementation of the activities that EVENT MASTERS has proposed and the client has accepted and in respect of the undertaking that EVENT MASTERS has committed to, EVENT MASTERS will provide suitable personnel, material, etc. to the client. EVENT MASTERS shall, with its own personnel and/or with third parties to be selected by EVENT MASTERS, according to its own best judgement, devote its time and efforts to the coordination and execution of its tasks, entirely free of any employment relationship and with complete autonomy. For the protection of the client and to prevent anyone being under the misapprehension that the employees and appointees of EVENT MASTERS were to be considered as employees of the client, the parties emphasize that this agreement can in no wise give cause for the Act of 3 July 1978 concerning employment agreements to apply. This stipulation is essential to the agreement that the parties have come to.

Article 2 – Information and permits

The client undertakes to inform EVENT MASTERS immediately in respect of any difficulty that could impede the execution of the collaboration at the time set and location selected by the client and will provide EVENT MASTERS with all information that could make the collaboration easier.

If the client provides the location HIMSELF (EM usually proposes the location), the client bears responsibility for acquiring and retaining any permits, certifications or allowances required to enable EVENT MASTERS to fulfil its obligations under this agreement.

Article 3 - Terms of payment

The client will pay EVENT MASTERS the amount proposed by EVENT MASTERS and accepted by the client, in the following instalments:

- 50 % on signing the reservation document/cooperation agreement,
- 40 % one month prior to commencement of the event,
- 10 % before the event.

When the deadline prior to the commencement of the event is too short, EVENT MASTERS will issue an 100% invoice. Balances will be invoiced or credited after the event.

Any adjustment in the number of participants will require an adjustment of the offer. Prices are based on the total package and not on a price per person.

All budget items are in €, excluding VAT, any additional insurances and any additional taxes, levies, costs, etc. All invoices are due and payable within the terms as mentioned on the invoice.

Article 4 – Performance undertaking – safety – insurances

The activities carried out by EVENT MASTERS for the benefit of the client in the fulfilment of its assignment constitute a performance undertaking for EVENT MASTERS.

The client, which also has a performance undertaking with respect to EVENT MASTERS, confirms that its cooperation is just as important for the proper execution of the event and will collaborate with EVENT MASTERS to the best of its ability. The client will therefore ensure that EVENT MASTERS is able to carry out its undertakings in an environment that meets the strictest standards of safety and hygiene, in compliance with any additional safety conditions that EVENT MASTERS may communicate to the client. EVENT MASTERS has the right to decline to carry out an agreed undertaking if the basic and/or any additional safety conditions have not been met. The client is completely and solely responsible and liable for all of its personnel and appointees assigned. The client is liable for all damages caused by careless, inappropriate or unsafe conduct by its employees and appointees during or related to the event. As required, the client himself will verify that its employees and appointees are in possession of a valid driver's licence. The client bears all responsibility and liability in respect of this provision.

Event Masters guarantees that its civil liability as a company, as well as that of its employees – with exclusion of third-party staff (other than Event Masters) – is maximally insured for incidents during an event or any damage that may be caused by materials we supply: Property damage and bodily injury combined per claim: EUR 5.000.000. Property damage and the immaterial consequential loss caused by fire, explosion, smoke, water, environmental damage, and nuisance to neighbours: EUR 2.500.000.

The client is entitled, subject to a timely and explicit request to EVENT MASTERS, to elect to have more coverage for one or more of the aforementioned risks.

The client is aware – that he – in the event that he does not elect to have additional insurance coverage – can make no claim against EVENT MASTERS beyond the existing insurance coverage. To the degree necessary, the client waives any claim against EVENT MASTERS for any possible additional damages.

that – notwithstanding the fact that EVENT MASTERS has taken the necessary precautions for the reasonable protection of all of the participants - certain physical and non-physical risks are associated with specific activities, the use of certain materials, vehicles, etc. (this is a non-exhaustive list).

As an option, in addition to EVENT MASTERS' civil liability insurance, the client can also purchase additional accident insurance. This coverage is available on simple request.

More extensive coverage is available on request.

The client should verify whether a 'personnel event' is covered by its own personnel insurance; if necessary, the client's insurance company should be informed well in advance. The client is responsible for doing that himself.

EVENT MASTERS is liable for personal injury and material damage during an event provided by EVENT MASTERS to the degree that can be demonstrated that EVENT MASTERS made an error in the execution of the event and it can be proved that the damage was the result of that error. Except in the event of intention or gross negligence on the part of EVENT MASTERS, and unless the damage caused is covered by EVENT MASTERS' civil liability insurance policy, EVENT MASTERS is liable to pay compensation for damages to a maximum not to exceed the invoice amount paid for the event that led to the damage. This provision leaves intact the compelling legal liability of EVENT MASTERS in respect of product liability and the Act of 14 July 1991 concerning trading practices and the notification and protection of consumers. EVENT MASTERS is not liable for consequential loss, including loss of profit.

Damages will only be compensated if the person suffering the damages informs EVENT MASTERS as soon as possible and on-site so that the cause of the damage can be ascertained and the consequences can be limited. The client is aware that a failure to inform EVENT MASTERS immediately will absolve EVENT MASTERS from any and all liability.

Article 5 - Intellectual property rights

5.1 All existing or future intellectual (and equivalent) property rights, including, but not limited to: patent rights and know-how, trademark rights and domain names, copyright and neighbouring rights, rights to drawings and models (hereinafter referred to as "Intellectual property rights") with respect to concepts, plans and schedules, scenarios, written documents, sketches, graphs, graphical material, databases, data, software, know-how or other creations that EVENT MASTERS uses during the events or creates for the events (hereinafter referred to as the "Works"), regardless of whether they were created especially for the client, remain the exclusive property of EVENT MASTERS except where otherwise explicitly agreed.

5.2 For the duration of the agreement, EVENT MASTERS grants to the client, who accepts it, a non-transferable, non-exclusive licence with no right to sub-licence, on all Intellectual Property Rights of EVENT MASTERS to the Works, to the degree required for the execution of the event for the client.

Article 6 - Confidentiality and non-competition clause

6.1 Unless otherwise agreed in this agreement, the client most explicitly undertakes not to itself commercialize or make known or provide in any way to third parties any information, services and/or materials (this is a non-exhaustive list) provided by EVENT MASTERS in any

way in the course of implementing this agreement, including but not limited to ideas, concepts, methods, know-how or commercial and/or financial information (hereinafter referred to as the "Confidential Information"). The client will only be authorized to take copies of the Confidential Information to the degree that they are strictly necessary for the implementation of this agreement. The client will only be authorized to share the Confidential Information with those of his employees or appointees who are directly involved in the implementation of this agreement, on condition that those employees and/or appointees have signed a confidentiality agreement with the client in respect of the confidentiality of the Confidential Information and where that agreement is at least as strict as the provisions of this agreement. The client undertakes to take immediately at the request of EVENT MASTERS all measures necessary to ensure the strict compliance with the aforementioned confidentiality agreements by the employees and/or appointees of the client.

The client agrees to immediately return the Confidential Information to EVENT MASTERS or, at the explicit request of EVENT MASTERS, to destroy it, upon termination of this agreement for any reason whatsoever.

6.2 The client undertakes in the strongest terms possible – unless EVENT MASTERS gives its explicit permission to the contrary in writing – to refrain from developing, directly or indirectly, activities similar to those of EVENT MASTERS and which could be considered to be competitive with EVENT MASTERS, either by entering the

employment of one of the direct competitors of EVENT MASTERS, or by executing a director's mandate in the company of a direct competitor of EVENT MASTERS, or by launching an independent competitive activity in the event-organization sector. The restriction on competition applies worldwide.

6.3 The client undertakes in the strongest possible terms - unless EVENT MASTERS gives explicit written permission to the contrary - to refrain from engaging, directly or indirectly, employees, sub-contractors, or similar personnel affiliated with EVENT MASTERS, either on a freelance basis, or on a permanent or contract employment basis.

6.4 Infringement of one or more of the provisions of Articles 5 or 6 of these general terms and conditions by the client will result in the client being liable to pay a fair and lump-sum payment to EVENT MASTERS in the amount of EUR 10,000 per infringement, without prejudice to the right of EVENT MASTERS to demand compensation for any additional effective damage.

6.5 The provisions of Article 6, sub-sections 1, 3 and 4 of this agreement survive the termination of the agreement for any reason whatsoever for a period of ten (10) years following the date of termination. The provisions of Article 6, sub-section 2 of this agreement survive the termination of the agreement for any reason whatsoever for a period of one (1) year following the date of termination.

Article 7 – Termination/dissolution

Unless agreed otherwise in this agreement, this agreement can only be terminated by both parties by mutual consent confirmed in writing. The client waives the applicability of Section 1184 of the Civil Code.

In the event of a serious shortcoming by one of the parties in respect of its obligations under this agreement, without said shortcoming having been remedied within ten (10) calendar days of having been notified of the shortcoming by the other party, this agreement may be legally dissolved at the request of the latter party, unless stipulated otherwise in this agreement and without prejudice to the right of that other party to claim damages.

If the client fails to pay amounts owed to EVENT MASTERS on time, and in the event of liquidation, court protection from creditors or the bankruptcy of the client, EVENT MASTERS is entitled, without prior notification of default, to terminate or dissolve this agreement in whole or in part with immediate effect or to suspend the implementation of the agreement. In that event, all amounts owed by the client to EVENT MASTERS become payable immediately.

If the client terminates this agreement for any reason other than a proven serious error on the part of EVENT MASTERS, the client

will be liable to pay EVENT MASTERS for all damage suffered as a result of the termination.

The client is aware that such compensation for damages - partly as a result of engagements that EVENT MASTERS may have entered into in respect of its employees and/or third-party appointees - could be substantial.

The compensation for damages that EVENT MASTERS will be due will be at least – unless EVENT MASTERS can demonstrate greater damages suffered - the following percentage of the budget proposed by EVENT MASTERS and accepted by the client:

in the event of termination more than 30 days before the event, at least a lump sum payment of 40%,
in the event of termination less than 30 days before the event, at least a lump sum payment of 60 %,
in the event of termination less than 14 days before the event, at least a lump sum payment of 80 %, and
in the event of termination less than 7 days before the event, at least a lump sum payment of 100 %, That also applies in the event of a partial termination of the agreement. The compensation for damages due to EVENT MASTERS then comes wholly due.

If, for reasons beyond its control (non-exhaustive list: force majeure, strikes, weather conditions, technical defects, black-out electricity, etc.) specific events cannot be delivered as agreed, EVENT MASTERS will attempt to provide alternatives, which the client is free to accept or decline. If the client declines such a proposal/alternative without good cause, however, or if in the opinion of EVENT MASTERS no alternative can be proposed, EVENT MASTERS will be absolved of all of its obligations towards the client without the client thereby acquiring any right to compensation. Nor will EVENT MASTERS be in any degree liable towards the client nor owe any compensation for damages if it decides to cancel specific events in whole or in part and/or not to provide or deliver specific materials and/or other things for reasons having to do with safety.

Article 8 - Changes

This agreement supersedes all previous agreements and can only be changed by both parties by the written consent of both parties with a reference to this agreement. The nullity or the inability of implementing one or more of the clauses of this agreement does not extend to the other clauses. Everything that is not explicitly provided for in this agreement falls under the authority of the normal legal stipulations. Not applying a provision of this agreement does not mean that EVENT MASTERS has renounced its right to apply it in a similar situation. If one of the provisions of this agreement cannot be implemented because it has been nullified or is at risk of being nullified, the parties agree to replace that provision with another provision that will concur with the nullified or nullifiable provision as much as possible in terms of content and scope without having any influence on the other provisions of this agreement.

Article 9 - Applicable law and competency

This agreement is governed by Belgian Law. The Dutch-language version of this text is binding and has primacy over any translation. Disputes concerning the implementation will be carried on in the Dutch language and will be brought before the exclusive legal authority of the courts of the court district of Mechelen.