

General Terms of Sale between Clients and Agency

1. Object and Oppositeness

These General Terms of Sale (hereinafter: "GTS") govern the relationship between Event Masters NV with its registered office at Brownfieldlaan 37-1 at 2830 Willebroek with CBE number 0455164778 (hereinafter: the "Agency") and its Clients. Unless expressly agreed otherwise in writing, the GTS shall apply to all services and goods provided by the Agency, offers, assignments, agreements and invoices. The applicability of any purchase or other conditions of the Client is hereby expressly excluded. The Agency shall be bound only by the provisions of the orders accepted by it, of the special agreements concluded by it and of the GTS. The application of any other provision is excluded. This applies in particular to any written or oral communication or negotiation dating from before the acceptance of an assignment.

2. Quotes and estimates

The offers and estimates made by the Agency are only indicative, entirely without obligation and always revocable. Their duration and validity shall not exceed 30 days, unless expressly provided otherwise by the Agency. The quotations and estimations are drawn up on the basis of the instructions given by the Client. Any change to these may entail a price revision.

3. Conclusion of the agreement

Quotations and estimations shall be deemed accepted, after which an agreement shall be established, upon (i.) the Client's confirmation (written or oral), (ii.) the undisputed commencement of services by the Agency or (iii.) in all cases where the Client has not expressly refused the offer or quotation.

4. Orders - Cancellations

Any additional order or work shall give rise to either an order written by the Client or an order confirmation by the Agency. The cancellation or modification, in whole or in part, by the Client of his order after the conclusion of the agreement is possible only with the express and written consent of the Agency. If the Client cancels all or part of the order, he undertakes, in addition to paying for any services already performed, to reimburse the Agency the following percentage of the budget accepted by the Client: in the event of termination more than 30 days before the assignment, at least a lump sum payment of 40%, in the event of termination less than 30 days before the assignment, at least a lump sum payment of 60 %, in the event of termination less than 14 days before the assignment, at least a lump sum payment of 80 %, and in the event of termination less than 7 days before the assignment, at least a lump sum payment of 100 %.

If an advance payment has already been made in accordance with Article 9, it shall remain acquired by the Agency as a deduction from the compensation due.

5. Services

The Agency provides services in the communication/event sector and undertakes to provide services, in a professional manner, in accordance with the standards as imposed by, among others, governments and competent professional associations, competition rules and other legal provisions and recommendations applicable to the communication/event sector. The provision of services by the Agency implies a resource commitment. The Client expressly agrees that the Agency may use subcontractors and suppliers to perform services (in part).

6. Terms

Unless expressly agreed otherwise in the agreement, the provisions relating to terms are considered to be indicative. The agreed terms are extended by any delay on the part of the Client in the supply of elements necessary for the Agency to complete its task or delay in payment of the agreed price and/or advance. A delay in the delivery of products or services may under no circumstances give rise by right to the cancellation of the order and/or the rescission of the GTS, nor to the payment of any compensation whatsoever. If successive deliveries are provided for, each delivery must be considered separately as a distinct agreement, so that events relating to one delivery do not affect a subsequent delivery.

7. Transfer of Risk - Deliveries

From acceptance by the Client in accordance with Article 3, the risks shall be borne by the Client unless otherwise stipulated. The documents, goods, projects, etc. ... of the Client which are in the possession of the Agency are so at the Client's risk. The latter expressly releases the Agency from any liability whatsoever, in particular in the event of total or partial damage or loss for any reason whatsoever. The Agency undertakes to take reasonable measures to avoid the occurrence of damage to the Client in the delivery and/or custody of documents, goods, projects, etc.

8. Complaints

In order to be valid, any complaint or refusal must be notified by e-mail with acknowledgement of receipt or by registered letter, using specific wording, within 5 calendar days of delivery of the goods or performance of services. If the Client fails to accept the delivery, the period of 8 calendar days starts to run at the time of receipt of invoice. The absence of any concretely formulated dispute according to the preceding provisions shall entail for the Client the unconditional acceptance of the delivered product, the performed service and the invoice. The use of a part of the delivery (goods, services and/or performance) entails in law the approval of the whole. The defects of a part of the delivery do not give the Client the right to refuse the entire delivery.

9. Price and payment

All prices in offers, estimations and/or orders are exclusive of VAT, unless this is expressly waived by the Agency. The prices mentioned in the offers, specifications and/or orders are those valid on the day of the offer, valid for a maximum of 30 days or unless specified otherwise. Our quotations and estimations are drawn up on the basis of the instructions given by the Client. Any change to these may entail a proportional price revision, prices are based on the total package and not on a price per person. Unless expressly provided otherwise, an advance of 50% of the agreed amount will be paid upon acceptance in accordance with Article 3 of the GTS upon signature and 40% 1 month before the start of the assignment and 10% before the start of the assignment. All invoices are due and payable within the terms as mentioned on the invoice. When the deadline prior to the commencement of the assignment is too short, the Agency will issue an 100% invoice. A balance will be invoiced after the assignment and is payable within the terms as mentioned on the invoice.

All budget items are in €, excluding VAT, any additional insurances and any additional taxes, levies, costs, etc.

Without prejudice to Article 15 of the GTS, the Agency may request an annual price revision of its previously communicated rates, in the event of at least one of the following: (i.) Wage indexation higher than 2% according to the Joint Committee to which the Agency is affiliated, (ii.) Increase in energy costs higher than 2%, (iii.) Increase in local and regional taxes higher than 2%. Where applicable, the Client is obliged to comply in good faith with the justified request of the Agency to increase its rates within a reasonable period of time and can only refuse in case of well-founded reasons. The new fees shall take effect immediately.

In the event of non-payment on the set due date, the amounts due will be increased, ipso jure and without notice, by the interest on arrears in accordance with Article 5 of the Act of August 2, 2012 on combating late payment in commercial transactions. In addition, the Client shall owe a fixed and irreducible indemnity of 15% on the outstanding invoice amount - with a minimum of EUR 500 - without prejudice to the default interests referred to in the GTS and any costs due, including legal costs. Failing payment of the advance or the balance, the services, goods and/or performances may be withheld by the Agency as security for the amounts due. Failure to pay by the due date shall make any other claim against the Principal automatically due and payable. Complaints shall not be of such a nature as to suspend the Client's payment obligations regarding other deliveries.

10. Suspension of obligations

In the event that the Client fails to perform the obligations for the proper execution of the mission entrusted to the Agency, or to pay the invoices in accordance with Article 9, the Agency shall be entitled to suspend the performance of its obligations without this constituting a dissolution. Once the Client's obligations have been performed, the Agency shall be free to continue the performance of its contractual obligations, without prejudice to any price changes and delays that may be caused thereby. In addition, in the event that all or part of the defects referred to in the first paragraph persist for a period of 60 days following notice of default, the Agency may consider them to be legally dissolved to the detriment of the Client.

11. Termination of the agreement

Unless agreed otherwise in the 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 the Agency on time, and in the event of liquidation, court protection from creditors or the bankruptcy of the client, the Agency 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 the Agency become payable immediately.

If the Client terminates this agreement for any reason other than a proven serious error on the part of the Agency, the Client will be liable to pay the Agency 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 the Agency may have entered into in respect of its employees and/or third-party appointees - could be substantial.

The compensation for damages that the Agency will be due will be at least – unless the Agency can demonstrate greater damages suffered - the following percentage of the budget proposed by the Agency and accepted by the Client: in the event of termination more than 30 days before the assignment, at least a lump sum payment of 40%, in the event of termination less than 30 days before the assignment, at least a lump sum payment of 60 %, in the event of termination less than 14 days before the assignment, at least a lump sum payment of 80 %, and in the event of termination less than 7 days before the assignment, 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 the Agency then comes wholly due.

12. Protection of personal data

The parties undertake to process the personal data of the Client and the Agency in accordance with the applicable regulations on personal data and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). particular Regulation (EU) 2016/679.

13. Material Ownership Rights

The material transfer of ownership of the agreed services and/or goods only takes place after both the advance payment and all remaining balances, in accordance with Article 9 of the GTS and if applicable including costs and interest, have been paid in full and received. Until then, therefore, the Client cannot freely dispose of them.

14. Intellectual Property Rights

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 the Agency uses during the assignment or creates for the assignment (hereinafter referred to as the "Works"), regardless of whether they were created especially for the Client, remain the exclusive property of the Agency except where otherwise explicitly agreed.

For the duration of the agreement, the Agency 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 the Agency to the Works, to the degree required for the execution of the assignment for the Client.

15. Insurances

Unless expressly agreed otherwise in the order form, the Client shall take out the necessary insurances related to the agreement such as - without being limited to - those covering theft, damage to or by materials, civil liability of the Client, etc. Any insurance taken out by the Agency in the context of the order shall be entirely the responsibility of the Client. In addition, the Agency also takes out civil liability insurance. As an option, in addition to the Agency's civil liability insurance, the Client can also purchase additional accident insurance. This coverage is available on simple request.

16. Liability

In the event of attributable failure to perform the agreement, the Agency shall only be liable for replacement damages for the non-conforming part of the performance. Liability for any other form of damage resulting from relations with the Client is expressly excluded, except for mandatory statutory provisions to the contrary. The Client shall indemnify the Agency against any legal action from third parties regarding the works, documents, information or elements transferred and to be used and their content. Notwithstanding the terms of payment provided for in Article 9 of the GTS, any reduction in the Client's credit shall justify the demand for guarantees or prior settlement, and this prior to the execution of the orders received.

17. Guarantee

The Client guarantees the exact description of the products and services, as well as provisions of Book VI of the Economic Code, including provisions relating to information and consumer protection, except for those specifically related to communication and advertising. The Client undertakes that the persons depicted or holders of the rights (of elements) depicted in photographs and videos provided to the Agency have consented to the use of these images in the context of communication and advertising, for all media, in accordance with applicable legislation, including legislation on the protection of personal data. The Client warrants to the Agency that it holds all rights to the material provided and guarantees the Agency for any use thereof. If the communication contains any error or if the

dissemination is delayed or does not take place as planned, the Agency shall not be held liable for it, except in case of errors or negligence on the part of the Agency.

18. Force majeure

Shall be considered as a case of force majeure, any event beyond the control of the parties, potentially predictable but unforeseeable, which renders the performance by a party of one or more of its obligations absolutely impossible (such as, in particular: war, epidemic, pandemic, riot, revolution, insurrection, strike or lockout within the company, fire, flood, earthquake, storm, failure of telecommunications systems, power failure, etc.).

There is no case of force majeure if the performance of an obligation is only significantly more burdensome or difficult. The party claiming force majeure shall notify the other party of the occurrence of the event as soon as possible - and within a period of 8 days. The obligations affected by the force majeure, as well as any mutual obligations of the other party, are suspended for as long as the force majeure situation lasts. The force majeure situation does not justify termination of the agreement and as soon as the force majeure situation ends, both parties are bound to fulfill each other's obligations, except in case the force majeure situation persists for more than 6 months. In accordance with Article 3, prices as stated in the offer are only valid for a maximum of 30 days and the Agency is entitled to revise its rates thereafter.

Services already rendered must be paid for and advances paid are not refundable. The parties cannot claim damages against each other as a result of the non-performance of each other's obligations as a direct consequence of a force majeure event.

19. Change of circumstances

Without prejudice to Article 9 of the GTS regarding price revision, in case the performance of the agreement becomes significantly more difficult or burdensome for the Agency because of an unforeseeable change at the time of the conclusion of the agreement, which is not imputable to the Agency, the Client is obliged, in accordance with Article 5:74 of the Civil Code, to renegotiate the (financial) conditions in good faith with a view to their adjustment, within a reasonable period of time after the Agency invokes this Article.

20. Validity of the contractual provisions

The Agency's failure to invoke any provision of the GTS at any time shall not be construed as a waiver of its right to invoke its rights under the GTS at a later time. The nullity, lapse or non-enforceability of any of the preceding or subsequent provisions shall not result in the nullity of the GTS as a whole. The provision that is null and void or not opposable in whole or in part shall be deemed unwritten. The Agency undertakes to replace this provision by another provision which, to the extent possible, pursues the same objective.

21. Confidential information

Any form of information transferred or exchanged between the Agency and the Client under the agreement remains strictly confidential, except for information that the Client would have disclosed or information that is normally accessible to the public

22. Jurisdiction and applicable law

The agreement including the GTS is governed by Belgian law. Any disputes arising out of or in connection with the agreement or these GTS shall fall within the exclusive jurisdiction of the courts located in the judicial district where the Agency has its registered office.