

General Terms and Conditions:

§ 1

Scope

(1) Unless otherwise agreed, these “Terms and Conditions” apply to all services (event conception, event organisation, planning and implementation, customer support and management of third party services in the delivery of events) undertaken between the customer and the Event Agency IZOE AGENCY UG, Kalckreuthstraße 4, 10777 Berlin (Germany).

(2) Contradictory Terms and Conditions of the Customer are applicable only where they have been expressly acknowledged by the Agency in writing. Such contradictory Terms and Conditions shall not apply even if the Agency does not specifically contradict them.

(3) Should any of these individual “Terms and Conditions” be invalid, this shall not affect the validity of the remaining provisions, or the validity of the concluded contracts based thereon. Any invalid provision shall be replaced by another valid provision that best reflects the purpose and meaning of the original.

§ 2

Definitions

(1) Under these Terms and Conditions contractors are natural and legal persons or legal partnerships that enter into a business relationship with the Agency through the performance of their business or independent professional activities.

(2) Under these Terms and Conditions the event promoter is the Customer. As part of its duty of care the Customer is responsible for content, the behaviour of the guests as well as for their security.

§ 3

Offers and Conclusion of Agreement

(1) The basis of a concluded agreement is the respective written offer made by the Agency in which the agreed services (complete scope of services) and fees are defined. Offers made by the Agency are non-binding and subject to confirmation. Acceptances of an engagement, as well as oral and telephonic arrangements made by Agency employees are legally binding only when agreed to in writing.

(2) Agency fees include services for advertising and event preparation, advertising and event planning, advertising design, advertising copy, personal costs and delivery of events. Services calculated separately are: materials, translations, travel costs, expenses, organisation and procurement costs, copyright transfers and technical costs such as photos, photo prints, costs for tools, production of advertising materials and printing costs as well as services of subcontracted parties, commensurate with the corresponding expense (leasing of personnel, premises, market research etc.).

(3) By authorising the performance of a selected service the Customer makes a binding offer to conclude an agreement. The agreement between the Customer and the Agency is concluded by the written, or electronic, statement of acceptance by the Agency. This also applies to amendments, modifications or ancillary agreements. Confirmation of the order shall be deemed to have been given if the Agency does not decline the engagement within 4 weeks after receipt.

(4) All documents, drawings, illustrations technical data and service descriptions contained on our homepage or in brochures, circulars, advertisements, price lists which in any way relate to the offer are non binding unless expressly referred to as binding in the order confirmation.

(5) The Agency selects its personnel in accordance with the requirements of the engagement. Should it be necessary during the engagement to provide services other than those already agreed upon, these are to be discussed with the Agency in advance. Given important grounds and upon informing the Customer the Agency can utilise personnel other than those originally agreed upon either before or during performance of an engagement. Price changes during performance of an individual engagement are only possible where there has been a change in the requirements. The Agency further reserves the right to withhold its services for important grounds (threat of or insolvency of the customer) or due to payments not being made in accordance with the agreement. This does not relieve the Customer of its obligation to pay.

§ 4

Scope of Event Services

(1) The scope of the contractual services is defined by the written order confirmation. The written form is also required for modifications or ancillary agreements that change the scope of the contractually agreed services.

(2) The Customer shall inform the Agency immediately of all necessary changes and deviations to agreed individual services that occur subsequent to the conclusion of the agreement. The Customer has no right of termination resulting from changes or deviations that do not, or only immaterially alter the content of the agreement. Where the Customer is in agreement the Agency is entitled to change aspects of the event program that deviate from the service description.

(3) Events outside the control of the Agency resulting in the omission of individual service components shall not entitle a withholding, or a partial withholding of the contractually agreed fees.

(4) The Agency shall be informed of any change in the number of participants at least 10 working days prior to commencement of the event, and this change requires the approval of the Agency. Where the number of participants exceeds the number agreed upon the actual number of participants will be calculated. The Agency is entitled to a recalculation. Where a reduced number of participants does not reduce the overall cost of the engagement the contractually agreed price is to be paid in full.

(5) In the event of an increase in taxes and transportation costs for certain services the Agency reserves the right to amend the confirmed booking price to the extent that it increases the price when at least 3 months have elapsed between receipt of the engagement confirmation and the due delivery date. The Agency shall notify the Customer immediately of any subsequent price change. This to be done no later than 21 days prior to start of the engagement.

(6) Where the Agency concludes agreements with third parties for the delivery of an event, such contracts are concluded in the name of and on the authority of the Customer. In particular this refers to the leasing of premises, contracts for catering, service providers as well as agreements with artists and other third parties.

(7) The Agency is entitled at any time to discontinue any services and benefits provided free of charge in addition to those contractually agreed to. This does not entail a right to termination, or reduction or to claims for damages on the part of the Customer.

§ 5

Customer Obligations, Promoter Liability

(1) The Customer shall without delay provide the Agency with all information necessary for the completion of the engagement. Delays due lack of cooperation on the part of the Customer are not the responsibility of the Agency.

(2) The Customer ensures that all details given are complete and correct; the Agency shall be notified immediately and in writing by the Customer of changes to personal details or important contractual information

(3) The Agency assumes no liability for power failures. The Customer is to ensure an adequate power supply in accordance with the VDE. Should this not be the case, the Agency reserves the right to terminate the agreement. In the event of no or of inadequate power supply the Agency reserves the full right to its fee.

(4) As promoter the Customer is obliged where necessary to take additional measures in order to satisfy legal requirements such as the Child Protection Act etc., and in particular to liaise with the relevant public authorities for the timely acquisition of permits etc.

(5) The Customer (promoter) is obliged to take out promoter liability insurance for the event.

(6) GEMA fees and other authorisations and permits of all kind are the responsibility of the promoter.

(7) Photographs as well as video and sound recordings of events that go beyond private use must be approved by the Agency, in particular regarding performances by third party artists. Recordings of any kind made for, or with the intent of being offered to television, radio or other institutions are only possible with prior written permission.

§ 6

Payment, Default

(1) All fees, including VAT, are due without deductions in accordance with the agreed fees immediately upon receipt of our invoice. In the event of late payment interest shall be charged at the rate of 8 percentage points above the base interest rate. For payment reminders a flat rate of €5.00 is agreed.

(2) The Agency is entitled to demand reasonable advance payments to cover its expenses.

(3) The Agency reserves the right to withhold its services if the customer is in arrears with its payments.

(4) The Customer has the right to offset vis-a-vis the Agency only if its counter claims are not disputed or have been legally established. The exercising of rights of retention is granted only insofar as the Customer's counter claim is based upon the same contractual relationship.

§ 7

Conception, Presentation and Copyright Protection

(1) If after participation in a presentation or the creation of a concept the Agency does not receive an engagement then all relevant materials, with particular regard to their content, remain the property of the Agency. The Customer is not entitled to make further use of these materials in any form.

(2) All materials of the Agency (e.g. sketches of ideas, event concepts etc.) as well as all individual components thereof remain the property of the Agency. By payment of our fee the Customer purchases only the right of use only for the agreed purpose. The Customer may use the Agency's materials only for itself and only for the duration of the agreement unless otherwise agreed by the Agency. Amendments and changes to the Agency materials by the Customer are permissible only with the express consent of the Agency and to the extent that the materials are protected by copyright with the express consent of the originator.

(3) Use of Agency materials that exceed the original purpose and scope require the consent of the Agency irrespective of whether these materials are protected by copyright. The Agency and the originator are entitled to a separate and appropriate remuneration for use of these materials.

(4) Repeated or multiple use of event concepts require the permission of the Agency and are subject to a fee. The transfer of the granted rights to third parties requires the permission of the Agency. The Agency is entitled to be informed as to the scope and extent of their use.

(5) The Agency will make use of customer materials (e.g. text, photographs, and designs) on the assumption that the Customer is entitled to use them.

(6) The Agency endeavours to observe all copyrights of images, graphics, sound files, video sequences and text in all publications and to make use their own images, graphics, sound files, video sequences, and text or to make use of royalty-free graphics, sound files, video sequences and text.

(7) All protected trademarks and brand names registered by third parties that are referred to on the website are subject to the provisions of applicable trademark law and ownership rights of the registered owner. A mere mention does not imply that third party rights do not protect the trademarks.

(8) The copyright for all published material created by the Agency remains at all times exclusively with the Agency. Any reproduction or use in other electronic or printed publications of graphics, sound files, video sequences and text are not permitted without express written permission of the

Agency.

§ 8

Termination

(1) The Customer is entitled to terminate the agreement with the Agency at any time. However early termination of the agreement requires the Customer to pay the agreed fees, in particular fees for already performed services in accordance with the following scale:

Upon signing the agreement

100 % of costs already incurred + 30 % of the agreed remaining costs

30 days or less prior to event begin =

100 % of costs already incurred + 80 % of the agreed remaining costs

7 days prior to event =

80 % of the total agreed price

2 days or less prior to event = 100 % of the total agreed price

Please take into consideration that the Agency occasionally must make use of third party services and is thus dependent upon their cancellation conditions.

Unless otherwise agreed no right to a credit or refund is granted for agreed services not taken up either in whole or in part.

(2) The right of both parties to extraordinary termination remains unaffected.

(3) Agreements concluded for services of third parties (e.g. artists or event premises) shall be dealt with in accordance with the cancellation policy of the respective service provider.

§ 9

Warranties and Compensation

(1) The Agency is committed to a conscientious preparation, and careful selection and monitoring of service providers in accordance with the duty of care of a prudent businessman.

(2) The Customer shall make and justify complaints and notification of damages immediately and in writing (within 3 working days after delivery by the Agency). The Customer has the right to compensation in the event of justified and timely complaints. The Customer acknowledges that in the event of a claim for damages against the Agency the amount is limited to the amount of the agreed fee regardless of the legal ground.

(3) Customer damage claims, in particular due to impossibility of performance, positive breach of obligation, fault at the time the agreement was concluded, defective or incomplete service delivery or claims due to unauthorised actions are excluded provided that these are not due to intent or gross negligence on the part of the Agency.

§ 10

Liability

(1) The Agency is liable in accordance with the mandatory statutory liability provisions

(2) For damages other than injury to life or body and health, the Agency is only liable to the extent that we or others performing services on our behalf acted with intent or with gross negligence or that a wilful or grossly negligent violation of a material contractual provision took place. Any further liability for damage claims is excluded. In particular the Agency shall not be liable for any resulting damages where its personnel are subject to instruction by the customer.

(3) Upon negligent breach of material contractual obligations we are liable for an amount limited to the amount of the fee irrespective of the legal ground. Damage claims of the Customer are limited to the agreed remuneration for the part of the service that is not delivered in accordance with the agreement. Should the Agency itself be responsible for failure of service delivery the Customer may claim for damages. These damages are limited to the compensation attributable to the part of the service that could not be delivered due to the actions of the Agency. Other and further claims for damages on the part of the Customer in the event of delayed delivery or non-performance, in particular resulting from *force majeure*, illness, strikes or lockouts are excluded. This does not apply if liability is mandatory or in cases of intent or gross negligence. Liabilities for damages (consequential) untypical for this type of agreement are excluded. This also applies to cases of gross negligence.

(4) A material contractual obligation comprises those obligations that enable proper performance of the engagement and upon whose compliance the customer may normally rely.

(5) To the extent that the Agency is entitled to damages against third parties in the performance of the engagement, the Agency assigns such claims to the Customer provided the customer accepts assignment of such future claims. In this event the Customer has no further claims against the Agency. The Customer is entitled to enforce such claims at its own expense.

(6) All claims expire within a period of 3 months calculated from the end of the engagement.

§ 11

Data Protection

(1) The Customer acknowledges and agrees that all personal data necessary for the fulfilment of this engagement may be stored by the Agency on storage media and in the course of the fulfilment of this engagement given to affiliated companies. The customer expressly agrees to the collection, processing and use of its personal data.

(2) The personal data stored by the Agency will naturally be treated as confidential. In accordance with § 11 BDSG, this data may be sent by the Agency to carefully selected business partners, e.g. for the purpose of credit checks.

(3) The collection, processing and use of personal data are carried out in compliance with the German Data Protection Act *Bundesdatenschutzgesetzes* (BDSG) and the German Tele Media Act

Telemediengesetzes (TMG).

(4) The Customer has the right to revoke its future consent at any time. In this event the Agency is obliged to immediately delete all of the Customers personal data. Data of the contracting parties remains stored until a contracting party objects, or until required by statute.

§ 12

Applicable law, Foreign language and Legal venue

(1) German law shall apply exclusively to the legal relationship of the parties with complete exclusion of the Convention of the UN on the International Sales of Goods (CSIG).

(2) The legal venue is Berlin insofar as the Customer is a businessman, a legal person under public law or a public law special fund. Statutory venue rules apply to consumers.

(3) Should these Terms and Conditions be translated into a foreign language resulting in any linguistic ambiguities only the German version of the Terms and Conditions is controlling.

(4) Where necessary the Agency reserves the right to modify these Terms and Conditions. Modifications enter into force once they have been published on the website (www.izoeagency.com).

§ 13

Disclaimer for References and Links

Liability for direct or indirect reference to other internet sites (“links”) that lie outside the responsibility of the Agency come into force only in the event that the Agency had knowledge of the content, and that it was technically and reasonably possible for the Agency to prevent illegal use of the content.

The Agency hereby expressly declares that at the time the links were created no illegal content on any of the linked sites could be identified. The Agency has no influence on the current and future designs, content or authorship of any linked / referenced site. Therefore the Agency expressly dissociates itself from any changes to content of the linked / referenced sites after the link has been made. This statement applies to all links and references contained within the Agency’s own website.

All damages resulting from the use or non-use of illegal, incorrect, or incomplete content are the sole liability of the referenced site, and not of those that merely referred to such publications.