

GENERAL TERMS AND CONDITIONS

respect. agentur für live-kommunikation GmbH
Falkenried 72a, 20251 Hamburg

1. General

The following General Terms and Conditions apply to all services between holders of events, hereafter referred to as Clients or the Client, and respect. agentur für live-kommunikation GmbH, hereafter referred to as respect..

The following General Terms and Conditions apply primarily, but not exclusively, to the provision of agency services in the organisation of events (hereafter referred to as Event). Any General Terms and Conditions of clients which may differ are only valid if they are expressly recognised and confirmed in writing by respect..

respect. will safeguard the Client`s interests as conscientiously as possible. For his part, the Client will provide voluntarily all information necessary for the success of the Event, such as market, production and sales data and similar facts, in the context of a trustful cooperation. Any agreements deviating from or complementing these General Terms and Conditions must be made in writing. Should any provisions of these General Terms and Conditions become invalid, that does not affect the validity of the remaining provisions and especially of the contracts concluded on the basis of the General Terms and Conditions. The invalid provision is to be replaced by a valid provision that is most similar to the invalid one in sense and purpose.

2. Contracts

Contracts between respect. and the Client can only be concluded on the basis of the relevant event offers made, in which all agreed services (scope of services) and the agreed compensation for such services are set down. The basis of these contracts are these General Terms and Conditions; in questions of interpretation, written agreements have precedence over the General Terms and Conditions.

3. Scope of service

The scope of the services contractually undertaken by respect. is based on the written order confirmation. Collateral agreements or amendments which change or otherwise affect the scope of the contractually agreed services must be made in writing. The Client will be notified immediately by respect. of changes to and deviations from any services agreed to in the contract which may be necessary. Insofar as the changes have no or very little impact on the agreed content of the contract and the Event is substantially unaffected, the Client has no right of cancellation or price reduction because of such deviations. The agency is entitled, in agreement with the Client, to deviate from the service description and change some of the Event arrangements; it is also entitled to do so without the agreement of the Client if the holding of the

Event is otherwise endangered and the deviation does not materially affect the overall purpose and substance of the Event.

Any contracts concluded by respect. with third parties for the implementation of the Event could be concluded in the name of, for the account of and with the authority of the Client. For such a case the Client herewith gives respect. the necessary authority. This provision affects especially, but not exclusively, the renting of business or event premises, the conclusion of catering contracts and the conclusion of contracts with artists and others participating in the event.

4. Fees and prices

In principle, the prices confirmed in the offer are valid. Payment is due in full 10 days after the date of the invoice. Should the payment date not be met, the agency is entitled to claim, without sending any reminder, interest on arrears amounting to 2% more than the reference rate of the European Central Bank. The right to claim for any further damage is unaffected. If no other agreement has been made, respect. has a right to payment for every single service provided for the Event which can be invoiced as soon as this service has been provided.

respect. is entitled to demand advance payments amounting to up to 80% of the total agreed services to cover necessary expenses.

Cost estimates made by respect. are principally non-binding and merely serve as a basis for negotiations and discussions.

5. Contract negotiations and presentations

If respect. organises on behalf of a client the presentation of an event to be held and the client does not subsequently place a corresponding order, all work connected with the presentation remains with the agency. This applies especially to content and ideas of the presentation and other design ideas, design proposals or event ideas communicated in the context of the presentation. The client is in no way entitled to use, amend, redesign under another name or otherwise participate in these ideas from respect. in whatever form.

In the due and proper execution of the contract the Client, on payment in full of the agreed fee to respect., has the right to use for the duration and scope of the contract all the work and events prepared by the agency in the context of this contract as far as possible according to German law or the actual circumstances. Excluded from this right are all logos, corporate designs and other graphic representations which respect. has possibly developed for promoting or designing an event. Such a right can be acquired only on the basis of a special agreement with respect..

6. Ownership and copyright

All services of the agency, especially ideas, event concepts and single elements thereof, are always the property of the agency. On payment of the fee, the Client merely acquires the right to

use them for the agreed purpose. This right of use is always limited in time. Without agreement to that effect, the Client may not use services from the agency through third parties or together with third parties and not exceeding the duration of the agreement with respect..

Amendments by the Client to services from respect. are only permissible with the express approval of respect.. The Client is aware that respect. usually makes use of the services of third parties for the holding of events. The Client is also aware that these third parties also have copyright on and right of use to the artistic services they usually provide. The Client is in no way entitled to interfere in such rights, to use them without the special approval of the artists or to participate in them in any other way. Should the Client after the Event intend to use parts of the Event designed by respect. or to conclude contracts with artists who were used for events designed by respect., he may do so only through respect.. Addressing directly artists or participants in events designed by respect. for the placing of follow-up orders is not permitted. As a precaution, the Client herewith submits to the obligation to pay damages in the case of infringements to the aforesaid agreement.

For the use of services from the agency which exceed the originally agreed scope of the contract, the approval of respect. is always in principle necessary, independent of anything possibly subject to copyright. If such approval is given, both respect. and the originator of the used work are entitled to appropriate compensation.

7. Cancellation

The Client is entitled to terminate the contractual relationship with respect. at any time. In the case of premature termination of the contractual relationship, however, the Client is obliged to pay the agreed fees or pay for the services and materials already provided by way of voluntary compensation (a flat rate according to the following scale: up to 8 months before the Event date 25 % of the agreed fee, up to 5 months before the Event date 50 % of the agreed fee, as from 4 months before the Event date 100 % of the agreed fee). In addition to this flat rate of compensation, the Client is obliged to refund in full any expenses already incurred by respect. in the belief that the agreement will continue. This does not include artists` fees, which must be paid in full after the signing of the agreement.

The right of exceptional cancellation of the contract is not affected by this agreement. respect. can make use of such a right especially if agreed fees or advance payments are not settled on the due date. Fees and advance payments are equal to budgetary services insofar as they have been contractually agreed.

8. Liability

respect. undertakes to make conscientious preparations and to select and supervise carefully third parties it has hired for the organisation of the Event in an orderly and professional manner. Apart from that, respect. accepts no liability for any fault on the part of any third parties involved.

The risk of legality of the event or of any activities undertaken by respect. is borne by the Client. The Client exempts the agency from any third-party claims insofar as the agency acted on the request of the Client or in the framework of the agreed contract and insofar as the illegality of the agency`s activity was not evident and obvious.

Moreover, the contracting parties agree that all claims, including claims for compensation, for whatever legal reason, which are not exclusively in written form between the parties should be excluded, unless they are based on a deliberate or a grossly negligent breach of contract by respect. or its vicarious agents. Furthermore, the contracting parties agree that claims for compensation against respect. – for whatever legal reason – should be limited in amount to the fee agreed between the parties.

Insofar as respect. has claims for compensation against third parties in connection with the execution of the contract, respect. assigns such claims to the Client as a precaution and subject to corresponding acceptance. In such a case, the Client is not entitled to make any claims directly against respect.. However, the Client is entitled to put enforce his claims against third parties at his own expense. As a precaution, the Client is obliged in any case to take out organiser liability insurance for his planned event and to exempt on principle respect. from any possible third-party claims arising from breaches of liability.

9. Guarantee and compensation

The Client must submit in written form with justification any complaints or objections immediately, but at the latest within 3 working days after provision of the service by respect.. In the case of justified and punctual complaints, the Client is entitled to compensation. The contracting parties agree that claims for compensation against respect. – for whatever reason – are limited in amount to the agreed fee. Insofar as claims for compensation by the Client, especially because of impossibility, positive claim infringement, negligence on conclusion of the contract, unsatisfactory or bad or incomplete services or because of unlawful activities by respect. or its vicarious agents are not based on intention or gross negligence on the part of respect. and its vicarious agents, they are generally excluded.

10. Offset/retention

An offset or the enforcement of a retention right is permitted only with recognised and legally valid counterclaims. Otherwise no offsets or retentions may be performed. In the case of disputes between the Client and respect. or its vicarious agents, the place of jurisdiction is exclusively the city of Hamburg. This applies only in the case that all parties to the jurisdiction agreement are business people. Any legal disputes which may arise are subject exclusively to German law.

The parties agree not to divulge to third parties the content of the contracts concluded between the parties and information about the planned events, as well as all information acquired by the parties in connection with the organisation of the events.