

General Terms and Conditions of oncue communication & event GmbH Bastion Philipp 9, 55131 Mainz

01. Scope of application

- a) These business terms and conditions (hereinafter referred to as „GT&C“) shall apply to all agreements as stipulated between oncue communications & event GmbH (hereinafter referred to as „Oncue GmbH“) and any company (hereinafter referred to as „Principal“).
- b) These CT&C shall have exclusive applicability. Any provisions conflicting with or deviating from these GT&C shall not be acknowledged, unless expressly acknowledged by Oncue GmbH in writing. Same provision shall apply, if Oncue GmbH, being aware of Principal's conflicting or deviating conditions, renders the services without reservation.

02. Conclusion of Contract

- a) Basis for conclusion of contract shall be Oncue GmbH's respective cost estimate. The cost estimate will include all services as agreed and their compensation.
- b) Principal's oral or written order shall constitute a binding offer, which may be accepted by Oncue GmbH within two weeks by submitting an order confirmation or by commencing execution of order. Previous offers or cost estimates submitted by Oncue GmbH shall remain free. Submission of cost estimates and offers shall be possible by mail, fax or e-mail.
- c) Unless Principal objects against any item of the meeting minutes, the contents of the meeting results as submitted by Oncue GmbH to Principal shall be considered as binding and integral part of Contract.

03. Scope of services

- a) As far as Oncue GmbH is acting as promoter of any events, Oncue GmbH itself is not acting as event manager.
- b) As far as Oncue GmbH is stipulating any subcontracts with any third party for the execution of events, such subcontract is made on behalf of and by proxy of Principal. This provision shall apply in particular to events in the gastronomy field, as well as to Contracts with any artists. As the case may be and upon express agreement, Oncue GmbH will perform individual services in its own initiative or subcontract such services to other performing companies on its own account.
- c) If Principal is promoter, Principal shall – unless agreed upon otherwise – obtain all required permissions from the regulatory authorities in his own responsibility and at his own expense. For example the registration with GEMA (company for the protection of rights to musical events and mechanical copying) and with artists' social insurance).

04. Copyrights and rights to use, reference

- a) Unless expressly agreed upon otherwise, any and all industrial property rights resulting from the agency and/or its employees or for any third party as commissioned by it – also on behalf of customer – in connection with services to be rendered, shall remain exclusively with Oncue GmbH. Transfer of rights to use and exploitation rights shall require written agreement and shall always apply to the respective event only. Exclusively Oncue GmbH shall be entitled to changes in concepts, drafts etc.
- b) Customer shall be entitled to use concepts, drafts etc. of Oncue GmbH only for customer's own purposes as provided for in the Contract. Duplications shall be permissible only upon agency's prior express consent. Hardcopies, working films and negatives prepared by agency or by its order shall remain agency's property, even if invoiced to customer.
- c) Unless agreed upon otherwise, resulting ancillary copyrights in accordance with section 81 in connection with sections 74, 75 subsection 1, section 76 subsection 1 copyright law shall remain with Oncue GmbH, also in the event that financial responsibility of the respective event is with Principal. Oncue GmbH shall have the exclusive right to exploitation of the ancillary copyrights observing and respecting any third party's rights. Any proceeds of financial exploitation of these rights shall remain with Oncue GmbH.
- d) Any audio/video recordings of the shows of artists taken by Principal shall require Oncue GmbH's prior written approval. Oncue GmbH shall be entitled to record the event on sound and/or picture carriers observing any third party's rights and to use such recordings including any background information on the project for purposes of documentation and self-advertising. Principal may deny his consent to this only as far as he has any justified interest to do so.

05. Conditions of payment

- a) The agreed compensation shall be due not later than 10 days upon invoicing and without any deduction. The date of invoice shall be decisive.
- b) With the compensation, both the creative and the technical services including the granting of rights to use in the scope as agreed shall be considered as paid for. Returning of raw material and raw material data, negatives, duplications, films, pictures, clean drawings data, final production data and open data shall not be included in the compensation.
- c) GEMA-fees and other fees for exploitation, contributions to the artists' social insurance and customs fees shall be borne by Principal.
- d) Oncue GmbH shall be entitled to demand from Principal a reasonable advance payment. Should Principal not comply with or not comply in due order with its payment obligations, Oncue GmbH, after fixing a final deadline, shall be released from its service obligations and entitled to demand damages for non-compliance. Oncue GmbH may demand as compensation for damages due to non-compliance the value of services rendered until termination of contract plus 30% of the values of services not yet rendered. Principal may submit evidence of no damage incurred or not incurred in the alleged amount. Agency shall reserve the right to assert a higher proven damage.
- e) In the event of power failure and early termination of the event not attributable to Oncue GmbH's culpable conduct, Oncue GmbH shall be entitled to full and entire compensation.
- f) The higher price shall apply, if a fixed price was agreed and such price did increase at the time of rendering of service due to a change in market price or due to an increase of compensations required by any third party involved in rendering of services. Should this price exceed the agreed price by 20% or more, customer shall be entitled to withdraw from contract. This right must be asserted immediately upon notification of the increased price.
- g) Principal shall reimburse Oncue GmbH any costs and expenses incurred within the scope of any order. This shall include in particular organisation costs, technical costs, costs for photos, materials, shipment, authors' correction as well as art buying, picture investigation, picture processing, in particular editorial work, correction work, translation and spell checking.

06. Termination

In the event of termination without good cause by customer, agency shall receive the agreed compensation in full amount for services already rendered. This shall also apply to services already rendered by any third party for the planned event. Regarding services not yet rendered, 40% of the agency fees agreed for these shall be considered as saved expenses. In the event of termination as from 10 days prior to commencement of the event, agency shall receive 100% of the agreed compensation. Principal may submit evidence of no damages incurred or not incurred in the alleged amount. Agency shall reserve the right to assert a higher proven damage. Oncue GmbH shall reserve the right to assert a higher proven damage.

07. Settling right and right of retention

Towards Oncue GmbH Principal shall not be entitled to any right of retention deriving from other contracts. Settlement against claims of Oncue GmbH shall not be permissible as far as Principal's claim is not undisputable or legally ascertained.

08. Brokerage

As far as Oncue GmbH is acting as broker of services, artists' shows etc. for Principal, Principal shall be obliged to refrain from using any contacts made by Oncue GmbH for conclusion of direct business contracts. This Principal's obligation shall be limited to the concrete duration of the relevant order. In the event of non-compliance with this obligation, Oncue GmbH shall be regarded as having acted as broker for the unauthorized direct business. In this case, Oncue GmbH shall be entitled to payment of the brokerage fee.

09. Technique

- a) As far as Oncue GmbH is providing Principal with technical devices for the event, this is made on the basis of a lease agreement. The relevant lease agreement shall be made for the term as stated in the cost estimate (02.a)).
- b) Should Principal continue to use the leased objects after expiry of the lease period, the lease contract will not extend, even without Oncue GmbH's express objection against such continued use. Oncue GmbH shall be entitled to invoice the agreed lease price for any time exceeding the agreed lease period. Oncue GmbH's right to ascertain a higher damage shall not be affected.
- c) Lessee shall not be entitled to retain the leased object after expiry of the lease period for whatever reason.

- d) Should the leased object be damaged or destroyed by Principal or during the event for any reason attributable to Principal, Principal shall be obliged to reimburse to Oncue GmbH the relevant goods value of the leased object. If Oncue GmbH agrees to repair the damaged leased object, Principal shall reimburse the costs incurred for proper and workman-like repair. Principal shall also bear the follow-up costs for the out-of-operation time of the leased object.
- e) In events of operational malfunctions of the leased object due to coupling with foreign equipment (equipment not furnished by Oncue GmbH) and/or due to operation errors made by foreign staff, Principal shall neither be entitled to any claims towards Oncue GmbH nor to a reduction of lease fee. Anything else shall apply only in the event that Oncue GmbH expressly confirmed compatibility with foreign equipment. Such confirmation shall be made in writing.

10. Warranty regulations

The warranty period shall be of one year. This shall not apply to claims for damages due to deficiencies.

11. Liability regulations

- a) Oncue GmbH's liability for non-compliance with contractual obligations as well as for tort shall be limited to willful action and action with gross negligence. This shall not apply to injury of life, body and health of Principal, claims based on violation of cardinal duties, that is duties resulting from the nature of contract and violation of which would impede reaching of contractual objective, and reimbursement of damages due to delayed performance (section 286 German civil code). Insofar, Oncue GmbH shall be liable for any degree of tort.
- b) As far as liability is not excluded for damages not resulting from injury of Principal's life, body or health, such claims shall fall under the statutes of limitation within one year as from accrual of the claim and/or, regarding damage claims for defects, as from hand-over of object.
- c) Costs incurred by Oncue GmbH for verifying of legal permissibility of any promotion or marketing measure designed and arranged for Principal shall be at Principal's expense. Any liability claims shall be excluded, should Principal approve the promotion measure with knowledge of its illegitimacy.
- d) In the event that any third party's rights, in particular copyrights, exploitation and/or ancillary copyrights are violated by the use of materials, documents and data as provided by Principal, Principal shall be exclusively liable for such materials, documents and data. Principal shall release Oncue GmbH from any and all third party claims based on such infringement of rights.
- e) As far as liability for damages towards Oncue GmbH is excluded or limited, this shall also apply with respect to personal liability for damages of Oncue GmbH's employees, workers, co-workers, representatives and vicarious agents. Oncue GmbH shall not be liable for damages caused by the staff on duty, if the staff is under Principal's supervision during the event.

f) Oncue GmbH shall not assume any liability for any and all materials, equipment, rooms and places provided by Principal or any third party for the performance of events. In so far, Principal shall release Oncue GmbH from any damage claims raised by Principal or any participant against Oncue GmbH. Principal shall be liable for intactness and safety of participants and technique provided by Oncue GmbH. Principal shall be obliged to take out sufficient insurance for the rooms and the event at its own expense and to prove such insurance by presenting the relevant insurance policy.

12. Obligation to secrecy

Any and all business issues, business transactions and secrets Oncue GmbH gained knowledge of shall be kept secret by Oncue GmbH. All information, documents and facts about Principal shall be treated as confidential information by Oncue GmbH.

13. Form of declarations and statements

Legally relevant declarations and notifications Principal has to deliver to Oncue GmbH or any third party shall require written form. Oral promises made by representatives or other vicarious persons of Oncue GmbH shall require written confirmation by Oncue GmbH.

14. Final provisions

- a) Unless otherwise resulting from this Agreement, place of performance and place of payment shall be the registered office of Oncue GmbH.
- b) All contracts stipulated within the scope of application of these GT&C shall be governed by the law of the Federal Republic of Germany.
- c) Place of jurisdiction for any disputes arising from or in connection with the present Agreement shall be Mainz. Oncue GmbH shall be entitled to institute legal proceedings against Principal at Principal's general place of jurisdiction.