

SUGAR OFFICE

Terms and Conditions

as of September 2017

1. General

All services (customer care; conception, organization and planning of events; negotiation of services rendered by third parties) provided to the Customer by Manu Gamper / SUGAR OFFICE Event, Artist and Recording Studio Service (hereafter the Agency) are governed by these Terms and Conditions. Any potentially conflicting terms and conditions emanating from the Customer shall only be valid when recognized by the Agency in writing.

Agreements deviating from these Terms and Conditions must be made in written form.

Should one or more of the individual terms and conditions posed here be inapplicable for any reason, this shall have no effect on the validity of the remaining terms and conditions and on all contracts signed under them.

2. Conclusion of Contracts

The basis of the business relationship between Customer and Agency is the specific event offer, which shall establish all services agreed upon and their remuneration. All offers made by the Agency are made without obligation and are subject to change until signed.

3. The Scope of Event Services

The scope of the services provided under contract shall be stipulated by the written order acknowledgment. Side agreements or alterations regarding the scope of services must be made in writing. Alterations of or deviations from individual services set down in the contract, should they become necessary after conclusion of the contract, shall be communicated to

the Customer by the Agency without delay. Insofar as the agreement made in the contract is not or is negligibly affected by such alteration or deviation, no right of cancellation shall be derived from it by the Customer. The Agency reserves the right, in coordination with the Customer, to alter parts of the event program in deviation from the service description. In cases in which the Agency concludes any contract with a third party to realize an event, such contract is concluded in the name of and with the limited power of attorney of the Customer. This applies to the conclusion of contracts with artists and other third parties.

4. Event Services and Agency Fees

Insofar as no other agreement is made, the Agency is entitled to remuneration for each individual service as soon as it has been provided. To cover its expenses, the Agency reserves the right to demand up to 70% of its total fee in advance. Cost estimates made by the Agency are nonbinding.

5. Presentation

If, after making an informational presentation of its services to a potential customer, the Agency receives no order for services, all of the Agency's services, and particularly their content, remain the exclusive property of the Agency. The potential customer has no right to make use of these in any form whatsoever.

6. Intellectual Property Rights and Copyright Protection

All services of the Agency (e.g. ideas, concepts for events etc.), in whole or in part, shall remain the sole property of the Agency. In paying fees to the Agency, the Customer shall acquire only a limited right of use for the specific purpose agreed upon. Excepting cases in which the Agency specifically agrees otherwise, the services of the Agency are made available to the Customer solely for the duration of the contract and for the Customer's own use. Alterations by the Customer to services provided by the Agency are only admissible

with the express consent of the Agency and – insofar as the services are protected by copyright – the copyright owner. For uses of services provided by the Agency exceeding their contractually specified purpose or scope – regardless of whether these services are protected by copyright – the Customer must obtain the consent of the Agency. In such cases the Agency and the copyright holder are entitled to collect separate remuneration from the Customer.

7. Termination of Contracts

The customer principally retains the right to terminate contracts with the Agency at any time. Premature termination of the contractual relationship, however, nonetheless obligates the Customer to pay to the Agency its fees as specified in the contractual agreement, or at least to remunerate the Agency's preparatory services as follows:

*Termination up to 3 months before the event date specified =
50% of the agreed fee*

*Termination up to 6 weeks before the event date specified =
80% of the agreed fee*

*Termination up to 4 weeks before the event date specified =
100% of the agreed fee*

These conditions relate particularly to advance payments made to artists booked by the Agency, who at the time of contract conclusion are under contract with the Agency. Hereby the right of extraordinary termination shall remain in principle unaffected for each party. In particular, this right shall be retained by the Agency in cases in which the Customer has failed to pay an agreed fee by its due date.

8. Liability

The Agency commits itself to the careful selection, preparation and supervision of its service provider(s) with the due diligence of prudent business practice. The liability of the Agency extends exclusively to the written agreements of the contractual parties. Any and all claims that are not expressly conceded therein – including claims for damages, regardless of their legal ground – are excluded, excepting that they derive from an intentional or grossly negligent breach of contract by the Agency, its legal representative or its vicarious agent. Furthermore, the contractual parties agree that the damage liability of the Agency, regardless of legal ground, shall be limited to the sum of the Agency's agreed fee. The Customer (event organizer) is obligated to procure proper event liability insurance.

9. Payment

Invoices issued by the Agency are due net immediately upon receipt. In the case of belated payment (30 days), interest for delayed payment of 8% p.a. shall be due. The Customer may only exercise a right of retention when obligations to the Agency are offset by legally effective or undisputed counterclaims.

10. Guarantee and Liability

Should the Customer raise any complaints against the Agency, these must be made immediately (within three working days of the service provided) in written form. In cases in which the complaint is justified and promptly made, the Customer is entitled to make damage claims. The contractual parties agree that the damage liability of the Agency, regardless of legal ground, shall be limited to the sum of the Agency's agreed fee. Further damage claims by the Customer, particularly deriving from impossibility of performance, positive violation of contractual duty, culpa in contrahendo, deficient or incomplete service or tortious conduct, are excluded insofar as they are not intentional or grossly negligent on the part of the Agency.

11. Legal Jurisdiction

All legal relationships between the Customer and the Agency, and all matters regarding the valid establishment of a contract and its pre- and postcontractual effects, shall be negotiated exclusively under Austrian law.

12. Legal Venue

The agreed legal venue for all disputes arising directly or indirectly between the Agency and the Customer is established by the Agency's place of business (Commercial Court of Vienna).

13. Ancillary Provisions

The contractual parties agree to strict confidentiality toward third parties regarding information arising from their business interaction, also after the end of their contractual relationship. Should one or more of the agreements made in this contract be legally invalid, this shall not affect the validity of the remaining agreements and conditions. The Customer may only cede claims relating to this contract with the previous written consent of the Agency. It is drawn to the attention of the Customer that data is stored by the Agency in the course of contract processing.

14. Photos / Videos

It is agreed that the Agency may use any photo or video documentation it produces during the event for the purpose of advertising its services. Should the Customer not want to be named, the Agency shall refrain from specifically naming the Customer. The Agency agrees, without obligation, to make such photos and videos available to the Customer for unlimited and free use.