

Terms & Conditions

The Terms and Conditions (“Terms and Conditions”) outlines the terms of this agreement between Hybrid Events Group herein after known as (“Company”) and the Client herein after known as (“Client”) as identified in the proposal documents, for the furnishing of audio and video recording, webcasting and/or related event AV services. Anything not specifically stated in the proposal and contract documents as specifically included, shall be excluded from this agreement.

- 1. Agreement Duration** – The duration of this agreement shall cover the time period as specified in the pages of the proposal documents and shall at all times include necessary amounts of time after the event(s) for delivery of all final deliverables.
- 2. Termination** - Either party, wishing to terminate this agreement shall give the other a sixty (60) day notice of termination. Said notice must be postmarked a minimum of 60 calendar days from the first date of production as outlined in this contract.
- 3. Compliance** – Company and Client agree that neither party shall intentionally or knowingly violate any local, state or federal laws in the course of any and all interactions and/or activities contemplated by this Agreement. Both parties covenant to pay all taxes rightly imposed by all government jurisdictions having taxation authority.
- 4. Union Jurisdiction(s) & Fees** - The Company, as a result of its geographically diverse, world-wide operations, is unable to fully understand and adequately investigate all potential union issues related to the Client's venue(s) and event(s) as covered by this agreement. Therefore, Client agrees that all fees including, but not limited to, union labor, union payroll processing, load in and/or load out, rigging fees, operating fees, and any other union and/or venue imposed fees related to the former, and that are imposed on the Company, by any union and/or venue having jurisdiction, if any, and are related to the carrying out of this contract, and, whether said fees are known prior to the event or are imposed after the event or without warning, shall be born and paid for by the Client. Client specifically agrees that under no circumstances will it hold the Company responsible for the payment of any such fees and agrees to take full responsibility for all said fees.
- 5. Confidentiality** – Both parties mutually agree that all information exchanged regarding each party's proprietary technologies, client lists, legal structures, intellectual property, methodologies and processes are confidential. As such, all said information may not be disclosed or used for any purpose whatsoever except to perform under this Agreement. This shall not apply to (i) any information known or which has become public through no fault of either party, including but not limited to, information either party already had in its possession prior to the date of disclosure of such information, (ii) information either party obtains from a third party on a non-confidential basis; or (iii) any information that the Company or Client is required by law to disclose.
- 6. Cancellation / Refund** - Upon receipt of required deposit(s), the Company will begin to incur expenses as part of the execution of this agreement, for example, often in the form of non-refundable travel expenses. Should Client cancel its event at any time, all monies received from the Client, will be forfeited and will not be returned.
- 7. Client Responsibilities** - Client will cooperate with and assist Company, to the best of its ability, to facilitate the provisions of all rendered services as appropriate according to the scope(s) of work covered by this agreement.
- 8. Payment for Services** – Client shall pay the Company pursuant to the fees outlined in the proposal documents. Company will invoice Client via email. Payment is due fifteen (15) days from invoice date. All amounts unpaid more than fifteen (15) days after invoice date will accrue interest at 2% per month or 24% per annum. Acceptable payment methods are: Check, PayPal or credit card. If Client wishes to make payment by credit card or PayPal, all associated transaction

fees, deducted by all third party service providers in order to facilitate said transaction(s), will be added to the total price and will be born by the Client. Deposit(s), required as condition of this agreement, must be received by the specified date before the Company will begin any work or hold any production dates. Any deposits, not received by their due date(s), shall release the Company from its obligations to the Client and shall permit the Company to pursue other agreements with other clients.

9. Assignment – Neither party may assign this Agreement without the prior written consent of the other. Any such assignment shall provide that the assignees are subject to all the terms and conditions set forth in this Agreement.

10. Limitation of Liability – The Company will not be liable to Client for any lost profits, business, or any indirect, consequential, incidental or special losses or damages arising under this Agreement.

11. Controlling Law – The validity, interpretation, and performance of this Agreement, will be controlled and construed under the laws of the State of California. Client agrees to bring any and all litigation regarding this Agreement exclusively in the State of California.

12. Waiver – The failure of either the Company or the Client to take affirmative action, with respect to any conduct of the other which is in violation of this Agreement, shall not be construed as a waiver of the violation or breach, nor shall it be construed or deemed to be a waiver of any rights of the parties.

13. Breach of Contract / Claims - Any claims brought against the Company, its vendors, subcontractors or suppliers for breach of Agreement must be commenced within one (1) year of the date of this agreement or said claims shall be forever barred.

14. Indemnification – Client agrees to indemnify and hold harmless the Company, and its officers, directors, and employees, from any and all losses, claims, suits, proceedings, expenses of any kind (including reasonable attorneys' fees) damages (including punitive damages, fines and penalties) and costs that any of them may suffer or incur as a result of, or arising from, the obligations and responsibilities of Client under this Agreement. Company agrees to indemnify and hold harmless Client, and its officers, directors, and employees, from any and all losses, claims, suits, proceedings, expenses of any kind (including reasonable attorneys' fees), damages (including punitive damages, fines and penalties) and costs that any of them may suffer or incur as a result of, or arising from, the obligations and responsibilities of the Company under this Agreement.

15. Intellectual Property Rights - The Company assigns the full title guarantee, copyright and intellectual rights to the Client. If any third party intellectual property rights are used in the Material the Company shall secure all necessary consents and approvals to use said property for the Company.

16. Warranty - The Company represents and warrants that it will perform the services under this agreement with reasonable care and skill; and the services and the materials provided by the Company to the Client under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.