

GENERAL TERMS AND CONDITIONS OF SALE

Any form of confirmation, signature of the offer, e-mail or order form implies a direct acceptance of the content of our terms and conditions of sale.

Article 1 : Definition

TCS-AOE BV is a **creative service provider** for production houses of any kind: television, events, theatre, open air spectacles, brand activation.... In addition, TCS-AOE BV stands for creative consulting for communication and live experience in the broadest sense of the word. Finally TCS-AOE BV devises and realizes complete creative spectacle acts and complete narrative productions, especially on the international markets. This description includes, not exclusively:

- Conceiving and developing concepts and experiences.
- Visualizing, sketching, video models, design, etc.
- Internship design and scenography.
- Show production and show creation from corporate events shows/acts to public spectacles, ceremonies etc.
- Creation of custom made show and spectacle acts.
- Creative development in any area.
- Key note speaker for education, companies and events.
- Scenario, scripting, ghostwriting and showtuning.
- Rehearsal, mise-en-scène and directing.
- Writing and production, realization of film productions.
- Storytelling of all kinds.
- Emotioneering (automating a live experience for a large audience, typical amusement parks).
- Internship design and scenography.
- Artistic direction for spectacles.
- Artistic director for organisations and total events.
- Director for film production.
- Storytelling experience scripting.
- Production, planning and sales of printed matter.
- Product development in the broadest sense.
- Development of specific commercial graphic support.
- Designing and running advertising and promotional campaigns for third parties through the various media.
- Carrying out photographic activities, including taking photos for companies and private individuals.
- The development of outdoor advertising, the development of publicity texts, as well as the marketing of products.
- The innovation, conceptual and graphic development of corporate identities for companies in the field of advertising in the broadest form, name, market and brand awareness.
- The development of digital platforms, such as web site and software applications and the creation of manuals for this purpose.

TCS-AOE BV is a **consultant within his expertise, not an agency**.

Client is understood to mean the client who requests the consultant's assistance within his professional discipline in order to achieve a specific goal. This goal can be of any kind. The profile of this client can be private, company, institutional organisation or social objective.

Article 2 : Applicability of these general terms and conditions of sale

Unless expressly agreed otherwise in writing, only these general terms and conditions shall apply. If another agreement has been drawn up, these general terms and conditions of sale shall continue to apply additionally.

These terms and conditions shall form an integral part of the agreement and shall take precedence over all other terms and conditions of the other contracting parties involved. If the customer does not agree to anything, this must be notified in writing before the start of the order.

Article 3 : Offer

Any offer can only be made **on the basis of the data and circumstances known at the time of the briefing and/or given by the customer**. Any changes that may occur and from which additional costs or changes in rates, time estimates... will be invoiced. All amounts mentioned in our offers are exclusive of VAT, according to the applicable regulations. An offer remains valid for 30 days unless otherwise discussed and mutually agreed in writing. Changes to the question or working conditions will invalidate the current quotation, a new one will be drawn up.

Production partners or creative talents of any kind mentioned in the offer are responsible for their own offer. In case of unilateral changes of these parties TCS-AOE BV has no liability. However, TCS-AOE BV will assist the client optimally to solve this situation.

Article 4 : Order form

An order is always confirmed in writing. This can be done by returning the signed quote, or by an order form from the customer. As soon as this order form has been signed or the offer signed for approval has been returned, it is considered as a binding contract between the parties. In this context, we refer explicitly to article 2.

The offer, the order form as well as the general terms and conditions are an integral part of this agreement. An unsigned order form can never be considered as an agreement between the parties.

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Confirmation of the order by signing digitally via our e-mail system or by your own e-mail, with the relevant quotation attached again, will immediately start the advance invoice. The project will not be started until the advance invoice has been paid.

Article 5 : Payments

Unless other arrangements have been made, the following spread of invoicing applies:

- Service budget up to 8000€:
 - 50% at the start of the project, upon confirmation/signature of the order form or quotation.
 - 30% 1 week before delivery date of the project
 - Balance the day after the delivery date of the project
- Service budget above 8000€:
 - 30% at the start of the project, at confirmation/signature of the order form or quotation.
 - 30% during pre-production period 1
 - 30% during pre-production period 2
 - 10% balance the day after the delivery date of the project

Any invoice from TCS-AOE BV, is **payable within 30 days of the invoice date** to the account number BNP Paribas Fortis BE 56 0018 7818 1088. Any costs, bookings, purchases, reservations will only be made when the relevant invoice has been paid at this stage.

If the invoice has not been paid within the stipulated period, TCS-AOE BV may temporarily or totally stop the provision of services and will not be liable to pay any compensation for this, nor will it be responsible for any consequences of this delay/stop.

In the event of full or partial delay or non-payment, the client shall automatically, without notice of default and by operation of law, owe a default interest of 10%, as well as a fixed compensation clause of 10% with a minimum of 250.00 euros.

Article 6 : Force majeure

Any event or circumstance that constitutes **force majeure** on the part of TCS-AOE BV such as, among others bankruptcy of one of the suppliers or employees to the event, weather conditions, natural disasters, strikes, death of a political figure, threat of war or terrorism, serious health problems, pandemic (threat) or accident, security problems, failure of power supplies, or similar circumstances ... or any other circumstance in which the local or international authorities impose restrictive measures of any kind, will be **reported in writing** by the service provider and cannot give rise to any form of compensation on the part of TCS-AOE BV. Ideal solutions will always be sought together.

Force majeure as described above does not release the client from his payment obligations. All circumstances that were reasonably unforeseeable when the offer was submitted and which are unavoidable and which make the execution of the agreement financially heavier or more difficult than normally foreseen, will be considered as a case of force majeure.

In the event that restrictive or prohibitive measures have been imposed by the government, or if there are serious indications that this could happen or a cancellation could take place due to circumstances known at the time of confirmation of an order, a full cancellation fee will be due, regardless of the moment of cancellation.

Specific COVID19 entry:

As the COVID19 pandemic situation is no longer new by April 2020, the arguments for cancellations, budget cuts, tariff rebates and the like will no longer be taken into account. The authorities are providing various formulas to cushion the risk of any new tightening of security measures in order to safeguard operators. It is up to the client to cover himself for this.

Article 7 : Complaints

Any complaints must be reported in writing and at the latest within 8 days of the invoice date, after which the complaint will no longer be admissible. In the event of a complaint, the customer shall in no way refrain from complying with the terms and conditions of sale and terms of payment. In this case, dialogue will lead to the avoidance of the complaint in the future cooperation and the ideal solution will be sought together if necessary/desirable.

If a customer is dissatisfied with the delivered work, the possibility will be given to rectify this work with an adjusted proposal before any other form of compensation. This dissatisfaction as well as a request for rectification must be reported in writing and at the latest within 8 days after the delivery of the proposal, afterwards this complaint will no longer be admissible.

These must be reported on:

TCS-AOE BV, operating under the brand names The Cintamani Stone and Architect of EMOTION.

Guldenberg 3, 2000 Antwerp

T +32 479 550 235

info@thecintamanistone.com - info@architectofemotion.com

www.thecintamanistone.com - www.architectofemotion.com

BE 0740.871.251 – BTW BE 0740.871.251

RPR Antwerp dept Antwerp

Bank: BNP Paribas Fortis IBAN BE56 0018 7818 1088 - BIC GEBABEBB

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Article 8 : Provision of services

Within the scope of the assignment, TCS-AOE will propose **partners** to the end customer. These partners have to apply the values that the creative service provider puts first in their own elaboration. This implies a correct and respectful cooperation with all parties, permanent eye and attention for safety and security, an ecologically responsible approach in service provision, total intolerance with regard to the use of drugs or alcohol, smoking ban in public buildings and event locations... In case of violation of these principles, TCS-AOE BV reserves the right to immediately stop the cooperation with these parties, without any form of compensation.

The **core team of TCS-AOE will not be questioned at any time**. When TCS-AOE develops a proposal, this is done with the support of a team of experts. These experts are needed to ensure that the production is of the highest possible quality standards in the working conditions. The core members of this team who start up a project will remain involved at all times within the project for the functions determined by TCS-AOE. This rule can only be deviated from in very exceptional cases, but only with the approval of TCS-AOE and the partner involved.

We consider this to be part of our **core team**:

- Technical director
- Assistant artistic direction
- Production Assistant
- Head Choreographer
- Show caller and internship managers
- Front of house expert operators

TCS-AOE reserves the right at all times to refuse certain persons or companies as a chosen partner, but only on the basis of concerns regarding level of experience and knowledge and possibly on the basis of previous disappointing experiences.

If the client selects/enlists other parties to cooperate with TCS-AOE BV and its teams, we cannot guarantee that our quality will be achieved. There is no a priori reason not to cooperate with the partners of the client, and to doubt their experience and quality, but the responsibility for this cannot be guaranteed by TCS-AOE BV as with a trusted and known partner. During production these parties should use the same values and work in the same way.

TCS-AOE BV cannot predict that third parties will disrupt the project (union actions, demonstrations...) and can therefore not be held responsible for this.

Article 9 : Liability

When a client contacts TCS-AOE BV for the performance of a service, the latter may assume that the client is entitled to do so and therefore bears full responsibility for this towards third parties. TCS-AOE BV will be indemnified from any prosecution in the event that this is not the case.

TCS-AOE BV cannot be held responsible for:

- damage to third parties as a result of the organised assignments
- damage, destruction or theft of the materials/clothes/holdings of participants, employees or suppliers/production partners
- failure by participants to comply with safety regulations or instructions
- A possible shortage of material, personnel, food or other items due to a higher number of attendees or higher quantities than provided for in the quotation.
- The consultant has a civil liability insurance; any liability is always limited to the cover provided by the civil liability insurance taken out by the consultant.

Participants or employees who are in a state of alcohol intoxication or drug use or under heavy medication are exclusively liable for all harmful consequences of the accident or damaging event.

Article 10 : Modification or additional order

Any change will be the subject of a new offer which must be reconfirmed. Some changes may have a scale advantage, others just a disadvantage. There is no standard logic, the change must always be argued. Different factors can influence the budgets.

Last minute changes/savings, may not be possible because work has already been done in preparation and possibly commitments have already been made.

Certain proposed parties / talents / service providers proposed by TCS-AOE BV do not give options on their availability. As many elements as possible are proposed of which several executors/companies can take on the implementation. If the option is no longer available, this cannot be recovered from the consultant. A worthy replacement will then be sought.

Article 11 : Deontology

TCS-AOE BV works as a creative and strategic consultant within production requests of its customers. These are often companies that operate competitively within one and the same activity or market. For this reason TCS-AOE BV will **only pass on purchase budgets and will never draw up final budgets**. At no time TCS-AOE BV wants to get insight in the budget of its customers in order to guarantee deontological neutrality at all times.

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Article 12 : Operation

Like a technical rider (specifications) for an artist/music band, TCS-AOE BV also has a **list of operating resources** needed to ensure an optimal service within the quality that is handled and guaranteed. Guaranteeing the mentioned elements is therefore also an integral part of the agreement. Failure to respect any of these working resources can be cited as a valid reason for not (properly) carrying out our assignment. In no way does this release the client from his financial responsibilities with regard to the assignment. It is therefore extremely important to go through this list thoroughly so that discussions and stress during pre-production can be avoided.

A safe and fully installed (printer, electricity, furniture...) **production space** must be available on site with a good fast internet connection. This space must be large enough for small work meetings.

In case of a longer stay on the event site itself, especially if it would be in the open air or on a non-eventually equipped location, the customer must provide **sleep/shower facilities**.

In the **direction** (front of house) of the event a space should be provided for the TCS-AOE BV showcaller of 1.5m width, with 2 chairs and a decent table or similar. At this location a power point should be provided with a distribution block of 4x 16A schuko sockets. The work location(s) must have a solid and fast internet connection. If this is not the case, a solution must be provided by the customer. A mini-jack audio line to the sound control must also be provided.

At the stage a 4x 16A schuko **power** point as well as 1 mini-jack audio line to the sound control must be provided.

A **reliable intercom system** of solid quality must be provided with at least 1 wireless post per stage director and 1 fixed intercom and 1 wireless intercom for the showcaller. Other operators in the direction should also be on fixed intercom.

The customer must provide all necessary items for a **comfortable and safe, healthy working environment**. This can be coordinated by TCS-AOE BV if this is the subject of the assignment. All possible costs in the field resulting from not providing these working conditions in a correct manner will be charged on in the final invoice. The client, in default due to non-compliance with these conditions, will not exercise any recourse against this supplemental invoice. This condition does not only apply to material goods, but also to transport, accommodation, crew catering, etc.

A **healthy and varied crew catering** for the entire team should be provided by TCS-AOE BV. This may be on site or in the hotels, or at external locations. As long as the timing of any movements is taken into account. The catering should take into account allergies, intolerances or religious preferences. The moment of crew catering is a short moment of rest during the busy working day and we strive to protect this for the entire crew. The customer provides tables and chairs for this purpose. The timing of at least 45 minutes should be included in the timing of the entire crew. If, due to circumstances, the direction technicians (operators, sound, light, video etc.) have to eat at their consoles during the rehearsal, the customer provides an improvised mini buffet with food and drinks, to be set up at the direction. From load-in to load-out, the client has to provide coffee and small snacks as well as fruit for the crew.

Article 13 : International productions

All **travel expenses and arrangements** (tickets, accommodation, catering, per diems...) must be provided by the customer. When travelling by air, the following rule applies: for all flights outside Europe or longer than 4 flight hours, business class must be provided by a reputable airline. When travelling by train, first class must be booked, ideally with internet connection. All other travel arrangements must be booked in consultation with written confirmation from both parties. Travel tickets are ideally booked as flexible as possible, especially for the return journey.

At the destination, the customer is responsible for all **transfers** to and from the airport, hotels, event locations, meetings with customers, restaurants ... we insist on having responsible and down-to-earth drivers, with approved and suitable cars for the job.

All **accommodation** must be guaranteed by the customer. Hotel rooms with breakfast should be non-smoking, clean and tidy with a decent bed and bathroom with bath. A level of 4* for short stays and 5* for long stays (from the fourth night) must be provided. Internet connection must be available free of charge at an acceptable speed and download rate (as this is a very important tool for your production). An absolute maximum of 25€ (or local equivalent) per day per person must be allowed on the room bill. The bill for hotel accommodation and costs will be settled directly by the client.

Per diems: for all small expenses incurred daily on site and during travel (and therefore difficult for the client to foresee), a daily allowance of 25 to 90€ per person per day must be provided. This amount is determined on the basis of local market prices. The absolute preference is a formula in which the client organises everything himself.

A **standard travel cost of 100€ per trip** will be charged for small travel expenses (parking, taxi...), even if not explicitly mentioned in the offer.

Article 14 : Rates & pitches used

Quality, cheap and lightning fast are unfortunately 3 factors that do not go together. When you choose 2, you automatically influence the third. TCS-AOE BV strives to recommend the ideal ratio within the available circumstances (time on site, pre-production time, rehearsal time, budget...). In order to be able to assist the client in this, she calls on her experience and expertise. We consider the negotiation of **rates** as a lack of respect for this expertise. If TCS-AOE BV is more expensive than others, it is because TCS-AOE BV is a better investment, works faster and is more efficient. With more than 25 years of experience the consultant has a very

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complete professional expertise that is fully at the service of the client. The consultant uses rates in function of the assignment to be carried out, not only in function of the person carrying out the assignment in order to keep the budgets as correct as possible.

At the request of the client TCS-AOE BV can also work on a **time sheet** basis. In this case an estimate is made of the assignment to give the customer an estimate of the total budget. Based on this estimate an advance invoice will be made. After this, a monthly invoice will be drawn up for the hours worked as soon as they exceed the amount of the advance invoice.

On simple request, an overview of our **work rates** can be provided.

In case of pitches, competitions, requests for proposal, tenders **TCS-AOE BV never works on a 'no cure no pay' basis**. The work is valuable and is not offered for free. However, in this phase an A4 description of the approach and basic idea and a 'letter of intent' can be provided.

Under no circumstances will references from TCS-AOE BV be used without permission. These references must always be mentioned correctly, with the name of the end customer and the organizing agency that was the customer of TCS-AOE BV. They are references of TCS-AOE BV relevant for the file of the client, at no time may they be displayed as references of the client. A previous collaboration or previous permission on the use of references does not give the permission for a future project of the client under any circumstances. This permission must be requested again and again. The abuser is responsible for the possible prosecution.

Commercial name-dropping is only allowed when the customer uses it correctly. TCS-AOE BV is a separate entity with a specialization that can be hired by the customer. In no way may the end client be misled by confusing or wrong communication about this as if TCS-AOE BV or his employees/freelancers were a permanent in-house part of the ordering client.

All **rates** for the services listed are exclusive of applicable VAT rates. They are estimates based on experience with similar projects. Expenses are never included and can be proved on presentation of documents. With each quotation a calculation is made for the most complete service in each phase of the (future) project. It is then up to the client to choose from this list and thus clearly define the consultant's task.

It will **never be allowed that a show concept or animation concept will be developed by another party than TCS-AOE BV**, unless clear written agreements have been made beforehand. This is possible in extremely exceptional cases, provided that the copyrights and creative property rights are respected.

Special professional rates exist for agencies and intermediaries. As end customer or agency/intermediary, the customer always pays the same for the service.

If for any reason a pitch/competition/request for proposal/procurement... is won with a concept worked out by TCS-AOE BV, but **you decide to have it carried out by another party**, this can only be done by paying a **winner fee of 1%** of the budget submitted to the end customer. This will then be invoiced without any further quid pro quo. Even in this case, the intellectual and creative property right remains with TCS-AOE BV with full right of use for the customer and end customer.

Article 15 : Cooperation with TCS-AOE BV partners, talents...

In principle, **the customer will reimburse the orders of the parties supplied by TCS-AOE BV directly to them by means of invoicing**. The related specific services of TCS-AOE BV will be settled in a separate invoice, in full transparency. Exceptions are possible but will be avoided as much as possible. After all, TCS-AOE BV is not an event agency. In case an invoice does go through TCS-AOE BV a surcharge of 15% will be charged.

If the client gets to know an artist, talent or production partner through TCS-AOE BV and later **wishes to use them again in another production**, TCS-AOE BV will be informed of this by the client. In the case of an artist, talent or production partner with an exceptional profile, a commission of 15% will be charged on his performance. If you book us for this production, this is part of our general assignment and this commission will be forfeited.

Article 16 : Cancellation

Unfortunately, circumstances may arise that result in the cancellation of a project. Any cancellation must be reported in writing. With the exception of the invoices already paid to TCS-AOE BV, in the event of any (full or partial) cancellation of the assignment, **compensation** will be payable by the client to TCS-AOE BV which will be determined on a flat-rate basis:

- up to 1 month prior to the assignment: advance payment will be retained as damages
- between 1 month and 1 week before the order: 75% of the amount of the order form
- from 7 days before the order: 100% of the price confirmed in the order form.

TCS-AOE BV has the right to demand the **forced execution** in court and/or to prove that its damage and loss of profit represent a larger amount.

TCS-AOE BV reserves the right at all times to **stop the cooperation** if the circumstances in which work has to be done are not in order, illegal or if there is an actual risk due to a discouraged action/action/resolution/idea... As we only strive for the safety and protection of your company and your guests, no compensation can be claimed by the customer in this case.

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Article 17 : Intellectual property law

All creative and immaterial performances of TCS-AOE remain the intellectual property of the latter and cannot be used/reused by the client or by third parties without his explicit written consent. All related revenues are and remain the exclusive property of TCS-AOE BV.

Any amendments to this rule may be described in a mutually confirmed NDA Non Disclosure Agreement in writing.

Article 18 : Publicity and public relations

As the task of creation is always a team effort, the intellectual and creative property remains at all times with the parties involved insofar as their input is valid. They are entitled to all **image use** (image, video and/or audio) for use within the rules of the game defined by the client. Even if no external communication is permitted by the customer, they will receive the footage for archiving and may at all times use it commercially as representation material for personal customer contacts or for internal use.

All legal obligations regarding the use of music, visual material (static or dynamic) etc. must be set by the customer. TCS-AOE BV will at all times be indemnified from prosecution by the customer if the use of these documents has not been brought into line. If the client wants to use visual material of one of our creations for commercial purposes (sharing over the internet, advertising...) a **one-off royalty buy-out** is negotiable.

TCS-AOE BV has the right to use the references of the executed service in publicity, both descriptive and visual.

Article 19 : Licences & fees

As a consultant, TCS-AOE BV will never be responsible for the necessary permits and (advertising) taxes for the actions/productions it works on. TCS-AOE BV is not an events agency.

Article 20: Safety

TCS-AOE BV emphasizes the importance of general safety on the productions on which they work, both for their own people and hired talent as well as for the guests/audiences. We insist that in every production a safety manager is appointed who is responsible for the safety plan and ensures that the necessary arrangements are made with regard to first aid, security,...

Article 21 : Nullity

The nullity of a clause shall not lead to the nullity of other clauses of these general terms and conditions.

Article 22 : Competent court

Only the courts of Leuven have jurisdiction to rule on any dispute concerning the contract between the parties. If the dispute falls under the jurisdiction of the Justice of the Peace court, only the Justice of the Peace court of Leuven has jurisdiction.

Article 23 : Applicable law

The conclusion, existence and consequences of the agreement between the parties are exclusively governed by Belgian law and by these general terms and conditions.

Article 24 : Mutual agreement

The cooperation, the payment of an advance or confirmation of order form or offer (by signature) is equivalent to both parties declaring their agreement with the provisions of these general terms and conditions and its annexes.

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