

GENERAL TERMS AND CONDITIONS

sales@edco.global

EVENT DESIGN *collective*

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These are the general terms and conditions of Event Design Collective GmbH and its affiliated entities (hereinafter “Event Design Collective”). Event Design Collective GmbH is a private limited company established under the laws of Switzerland, headquartered at Kilchmattstrasse 15, 4435 Niederdorf, BL, in Switzerland.

These general terms and conditions apply to all Services provided by Event Design Collective set out the rights and obligations of all users regarding the use of the Service. All access to and use of the Services is conditioned on acceptance of and compliance with these terms and conditions.

1. Definitions

1.1. All capitalized terms in these general terms and conditions, both singular and plural, have the meaning given to them in this section.

Client: the person with whom Event Design Collective enters into an agreement and/or who has registered via the Website.

Confidential information: all non-public information related to one or both Parties and information which a Party indicates is confidential or which, by the nature of the information or under the circumstances under which the disclosure takes place, should already be treated confidentially.

Consumer: The Client who is a natural person and is not acting in the exercise of a business or profession.

Event Design Collective: Event Design Collective GmbH and its affiliated entities

IP Rights: all intellectual property rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.

Parties: Event Design Collective and Client jointly or severally.

<u>Right of Withdrawal:</u>	The option for a Consumer, as Client, to withdraw from the agreement within the cooling-off period.
<u>Services:</u>	the services provided by Event Design Collective to the Client, as described in an agreement (and/or recorded in an order form) or made available on the Event Design Collective Website.
Website	the Event Design Collective website, accessible at https://edco.global/ , and the related online webshop, accessible at https://shop.edco.global/

SECTION I - WEBSHOP

The following section of these general terms and conditions applies specifically to purchases and orders from the Event Design Collective Website, in addition the provisions of Section II - General. These are always applicable if you use or place an order via the Event Design Collective Website. Before an agreement is concluded, the text of these general terms and conditions is made available electronically by means of a link during the order process, at which point the Client can print and/or download it.

2. Prices and information

- 2.1. All prices listed on the Website and other materials originating from Event Design Collective include VAT and, unless otherwise stated, other government levies and charges.
- 2.2. The contents of the Website are assembled with the greatest possible care. However, Event Design Collective cannot guarantee that all information is accurate and complete at all times. All prices and other information communicated via the Website and other materials originating from Event Design Collective are therefore subject to possible software and typographical errors. No rights can be derived from erroneous prices and images.
- 2.3. Full payment is required on any orders from the Website in accordance with the payment method shown in the ordering process and on the Website. Processing and shipment of goods ordered will occur only after payment from the Client has been received. Event Design Collective is free to decide which payment methods it offers, and these may also change from time to time.
- 2.4. For events organized by or in collaboration with Event Design Collective as offered on the Website full payment is due at time of registration. Payments received after this term may

incur an additional administration charge. For changes in the registration, the organizer of the event retains the right to charge an administration fee.

3. Offers and quotes

- 3.1. Delivery times in quotations are indicative and, if they are exceeded, do not entitle the Client to dissolution or compensation unless the parties have expressly agreed otherwise in writing.
- 3.2. Offers and quotations do not automatically apply to repeat orders. The parties must agree on this explicitly and in writing.
- 3.3. The price stated on offers, quotations, and invoices consists of the purchase price including the VAT due (if applicable) as well as any other government levies (if applicable).

4. Registration

- 4.1. The Client is obliged to provide correct information (including address details) when entering into an agreement. Event Design Collective should be notified as soon as possible of any changes to and/or mistakes in this information.
- 4.2. The Client can register via the registration form offered on the Website in order to make the best possible use of the Website.
- 4.3. The Client selects a username and password during the registration process; these allow the Client to log in to the Website after registration. The Client is personally responsible for choosing a sufficiently reliable password.
- 4.4. The Client must keep his/her log-in details, username, and password strictly confidential. Event Design Collective is not liable for any misuse of the log-in details and is always entitled to assume that a Client logged in via the Website is in fact that Client. The Client bears full risk and responsibility for everything that is transacted via the Client's account.
- 4.5. If the Client suspects that his/her log-in details have fallen into unauthorized hands, he or she must change the password and/or notify Event Design Collective of the situation as quickly as possible so that Event Design Collective can take appropriate steps.

5. Privacy

- 5.1. Event Design Collective respects the privacy of its Clients. Event Design Collective therefore exercises the greatest possible care when dealing with Client's personal data. In this regard, Event Design Collective observes the current privacy-related laws and regulations, including the (EU) General Data Protection Regulation.

6. Right of withdrawal

- 6.1. A Consumer is entitled to dissolve the agreement within 14 days after receipt of the order without cause (the "Right of Withdrawal"). Only returns that are pre-notified electronically via the Client's account or via a link in (email) correspondence, made within the 14-day cooling-off period, will be dealt with. The period starts to run from the moment the (entire) order is received by the Consumer.
- 6.2. The Right of Withdrawal does not apply to the purchase of goods that are custom-made according to specifications from the Client, that have a short shelf life, or - in case of downloadable (digital) content - that has been downloaded or of which downloading has been initiated.
- 6.3. During the so-called cooling-off period, the Consumer will treat the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of the Right of Withdrawal, he will return the unused and undamaged product with all accessories supplied and – if reasonably possible – in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by Event Design Collective. Returns are only accepted if the product is undamaged and unused.

7. EDC Program Cancellation

- 7.1. Registration for any program organized by or in collaboration with Event Design Collective as offered on the Website (or on a 3rd party website) can only be cancelled by the Client as follows:
 - a. In case of cancellation by the Client more than three (3) months prior to the (original) date for the program (the "Program Date"), no (additional) costs will be charged.
 - b. In case of cancellation by the Client less than three (3) months but more than one (1) month prior to the Program Date, a cancellation fee of 20% of the registration fee will be charged.
 - c. In case of cancellation by the Client less than one (1) month but more than two (2) weeks prior to the Program Date, a cancellation fee of 70% of the registration fee will be charged.

d. In case of cancellation by the Client less than two (2) weeks prior to the Program Date, a cancellation fee of 100% of the registration fee will be charged.

7.2. Cancellation as per this section is only possible in writing. The date of cancellation will be the date of receipt by Event Design Collective of the Client's request to cancel.

7.3. In case of insufficient number of registrations for a program, the organizer retains the right to cancel or postpone the program.

8. Delivery, risk transfer, complaints

8.1. The risk of damage to and/or loss of ordered products remains with Event Design Collective until the point of delivery, unless otherwise explicitly agreed

8.2. If goods ordered do not meet the expectations of the Consumer due to breakage, damage, or faulty delivery, the Consumer is required to inform Event Design Collective of this within 48 hours of receipt of the goods. If Event Design Collective does not receive a complaint within the term stated above, all deliveries are assumed to match the order.

8.3. Event Design Collective will respond to the Customer's complaint as soon as possible, but in any case within 14 days after receiving the complaint. If a complaint is declared well-founded within the stipulated period, Event Design Collective has the right to either repair or redeliver, or to refrain from delivery and to send the Consumer a credit note for that part of the purchase price.

8.4. Minor and/or standard deviations or differences in quality, quantity, size, or finish cannot be held against Event Design Collective.

9. License

9.1. Clients purchasing downloadable (digital) content on the Website receive, subject to these terms and conditions, including, without limitation, the full payment for such downloadable (digital) content, non-exclusive, non-assignable, non-transferable, non-sublicensable right (the "License") to access and use the downloadable (digital) content for personal use only. No License for commercial use of any kind whatsoever is granted.

9.2. Notwithstanding the foregoing, some of the downloadable (digital) content available through the Website is licensed under the creative commons Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0) license. The details of this license are

accessible at <http://edco.global/creative-commons-license/> and, insofar as necessary, incorporated here.

SECTION II – GENERAL

10. Applicability

- 10.1. The remainder of these general terms and conditions apply to all offers, quotations, activities, orders, and deliveries of any and all services and/or products by or on behalf of Event Design Collective as well as any and all (future) agreements.
- 10.2. The applicability of any (supplementary and/or deviating) general terms and conditions of the Client is expressly excluded.
- 10.3. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
- 10.4. An agreement may consist of (a set of) various documents. In case of contradictions, the order of priority stated below applies:
 - a. Any framework agreement concluded between the Parties;
 - b. any service description documents/order form associated with the Service;
 - c. these terms and conditions;
 - d. the approved quotation or offer;
 - e. any end-user license agreement concluded between the Parties;
 - f. any data processing agreement concluded between the Parties;

11. Offer and acceptance

- 11.1. An agreement is concluded at the moment that Event Design Collective confirms this in writing following receipt of the acceptance by the Client of an offer or quotation.
- 11.2. All quotations and offers from Event Design Collective are without obligation, subject to availability, and valid for a maximum period of thirty (30) days, unless expressly stated otherwise. If the Client does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse automatically without any further notice being required. Should the Client wish to accept an expired offer or quotation, no agreement is concluded until such time as Event Design Collective expressly confirms this acceptance in writing.
- 11.3. After issuing a quotation or offer, Event Design Collective reserves the right to withdraw the quotation or offer within five (5) business days without any obligations towards the Client.

- 11.4. If Event Design Collective has made an offer based on information received from the Client and this information turns out to be incorrect or incomplete, Event Design Collective has the right to dissolve or cancel the agreement, to wait until the correct information has been provided, or to adjust the offer and prices accordingly, even after an agreement has been concluded.
- 11.5. Any agreement entered into will contain the complete representation of the rights and obligations of the Parties and supersedes all prior written and oral agreements, statements, and actions of the Parties.
- 11.6. If the Client requests additional work or services that fall outside the scope of the agreement, the Parties will consult about this, and Event Design Collective can make an additional offer or quotation for such additional work. Event Design Collective will only carry out the additional work after acceptance of the additional offer or quotation by the Client, thus amending the agreement. Event Design Collective has the right to refuse a request for additional work.

12. Term and Termination

- 12.1. An agreement in the context of a well-defined one-off project or the sale and purchase of goods ends by operation of law upon completion of that project or the delivery of that good. If the Client is a Consumer, an agreement for the sale or purchase of goods ends by operation of law upon expiry of the cooling-off period.
- 12.2. The term of a long-term contract is laid down in the agreement. If no term is stated therein, it will be deemed to have been entered into for an initial term of twelve (12) months. If the agreement is a long-term contract, it will be tacitly extended for a similar term after the initial term.
- 12.3. If an agreement has been entered into for a definite period of time, it can be terminated by both Parties in writing at the end of the term, with due observance of a notice period of one (1) month. If an agreement has been entered into for a definite period, neither Party is permitted to terminate the agreement prematurely, except for the situations described in this section. If an agreement has been entered into for an indefinite period, it may be terminated in writing by both Parties at any time with due observance of a notice period of six (6) months.
- 12.4. The Parties can terminate and/or suspend their obligations under this agreement with immediate effect if the other party:

- a. has been declared bankrupt;
- b. applies for or has been granted a (provisional) moratorium;
- c. proceeds to (involuntary) liquidation or dissolution;
- d. has shut down or is winding up its business;
- e. breaches a material provision under the agreement that is not cured within 30 (thirty) days of notice thereof.
- f. despite summons, does not (sufficiently) fulfil the obligations under the agreement, or there are reasonable grounds to believe that the other party will not fulfil these obligations.
- g. is guilty of fraud, acts in violation of the law and/or regulations, or improper behavior on the basis of which the other party cannot reasonably be expected to continue the agreement

12.5. In the event that the agreement is terminated, Event Design Collective's claims against the Client are immediately due and payable.

12.6. If the agreement is dissolved, the Client will continue to owe the amounts already invoiced and no obligations to undo will arise. The Client can only terminate the part of the agreement that has not yet been performed by Event Design Collective.

13. Performance

13.1. After an agreement has been concluded, Event Design Collective will endeavor to perform the agreement within the agreed time frame, or within a reasonable period if no time frame has been agreed. The (delivery) terms and deadlines set by Event Design Collective are indicative and do not count as strict deadlines unless the Parties expressly agree otherwise. Exceeding the specified (delivery) terms does not entitle the Client to cancel the order or to refuse receipt or payment of the ordered Services, nor does this oblige Event Design Collective to pay any compensation to the Client. If delivery is late, Event Design Collective should be issued with a written default notice before it is in default.

13.2. Event Design Collective has the right to engage third parties in the execution of the agreement. Any related costs will only be borne by the Client if this has been agreed in advance.

13.3. At the request of Event Design Collective, the Client will provide all reasonable cooperation and provide all information and Materials that Event Design Collective indicates are required for the performance of the agreement. Such cooperation may include providing access to digital environments and physical locations.

13.4. The Client will follow all reasonable instructions given by Event Design Collective in the context of the execution of the agreement.

14. No Project Cancellation

14.1. Projects (e.g., design project, design sprints, in-company training programs, facilitation, or consultancy) organized as part of an agreement cannot be cancelled by the Client but can be postponed to a later date in written cooperation with Event Design Collective.

14.2. If such postponement is requested:

- a. more than three (3) months prior to the (original) date for the project (the "Project Date"), no (additional) costs will be charged.
- b. less than three (3) months but more than one (1) month prior to the Project Date, a postponement fee of 20% of the original amount is due and payable.
- c. less than one (1) month but more than two (2) weeks prior to the Project Date, a postponement fee of 70% of the original amount is due and payable.

14.3. Postponement requested by the Client less than two (2) weeks prior to the Project Date is not possible. The original amount will be and remain fully due and payable.

14.4. Requests for postponement as per this section are only possible in writing. The date of the postponement request will be the date of receipt of such request by Event Design Collective.

14.5. The Client will in any event remain fully liable for any costs incurred by Event Design Collective prior to the postponement request date.

15. Provision of information

15.1. The Client is obliged to provide all data and documents, on time and in the desired form and in the desired manner, that Event Design Collective believes it needs for the correct execution of the agreement.

15.2. The Client guarantees the correctness, completeness, and reliability of the data and documents made available to Event Design Collective, even if these originate from third parties.

15.3. The Client indemnifies Event Design Collective against any damage in any form whatsoever resulting from failure to comply with the provisions of the first paragraph of this article.

15.4. If the Client does not make the information and documents required by Event Design Collective available or does not do so on time or in the correct manner, and the execution of the agreement is delayed as a result, the resulting additional costs and fees will be borne by the Client.

16. License

16.1. If certain IP Rights are made available to the Client by Event Design Collective under the agreement, the Client will only acquire the limited, non-exclusive, non-transferable, non-sublicensable, and revocable usage rights arising from the agreement or otherwise granted in writing by Event Design Collective in a licensing agreement.

16.2. Unless agreed otherwise, the aforementioned usage rights are granted only for the duration of the agreement.

16.3. The Client recognizes the necessity for Event Design Collective to protect the integrity of its IP Rights and, accordingly, the Client agrees to cooperate fully with Event Design Collective in protecting those IP Rights, as well as all protectable variations thereof, by promptly informing Event Design Collective of any infringement or misuse of any IP Rights, or any protectable variations thereof, by a third party, which comes to the Client's attention.

17. Third Parties

17.1. The Client grants Event Design Collective the (limited) power of attorney to place orders on behalf of the Client for third party services if this is necessary for the performance of the agreement. Unless agreed otherwise, the related agreements apply directly between the Client and the relevant third party.

17.2. The use of third-party services may be subject to additional or different terms and conditions. These conditions are available on request from Event Design Collective. The Client agrees to these terms and conditions in advance and is aware that such terms and conditions may be amended in the interim.

17.3. Invoicing of the services of third parties can either be done via Event Design Collective or directly to the Client. If the invoicing takes place via Event Design Collective, the Client is not permitted to suspend any payment obligation as a result of non-performance by the relevant third party.

17.4. Event Design Collective is under no circumstances liable with regard to services provided by third parties.

18. Prices

- 18.1. All amounts stated by Event Design Collective are exclusive of any VAT and other taxes, travel and accommodation costs, telecommunication costs and shipping costs such as costs of couriers, postage costs, and shipping materials, unless expressly stated otherwise.
- 18.2. Event Design Collective is entitled to pass on any changes in the factors that influence the prices, including purchase prices, exchange rates, import and export duties, insurance rates, freight rates, other levies or taxes, and an increase in the relevant consumer price index to the Client.

19. Payments and payment term

- 19.1. Event Design Collective may, at the conclusion of the agreement, require a down payment of up to 100% of the total amount.
- 19.2. All invoices must be paid within fourteen (14) days of the invoice date.
- 19.3. If the Client does not pay an invoice within the payment term, the Client will be in default by operation of law without a prior reminder or notice of default being required. In such a case, Event Design Collective is entitled to either charge the applicable statutory interest for commercial transactions or (if higher) an interest of two percent (2%) per month on any amount outstanding.
- 19.4. Event Design Collective reserves the right to make any delivery conditional upon immediate payment or to require adequate security for the total amount of the Services or products.
- 19.5. The Client is not entitled to set off any of its payment obligations against any claim against Event Design Collective for whatever reason.
- 19.6. If the Client again fails to pay any invoiced amount after receipt of a reminder or notice of default, Event Design Collective has the right to hand over the claim and/or to suspend the delivery of Services until the outstanding amounts have been paid in full. In such a case, any costs (including the costs for lawyers, bailiffs, or collection agencies) will be borne by the Client.
- 19.7. In the event of liquidation, bankruptcy, attachment, or suspension of payment on behalf of the Client, any claims of Event Design Collective on the Client are immediately due and payable.

19.8. Event Design Collective is at all times entitled to demand, in its opinion, sufficient advance payment or security for the fulfillment of the payment obligations of the Client before delivering its Services, or continuing with the delivery, whether or not in the form of a bank guarantee, surety or deposit, whereby Event Design Collective is entitled to suspend further deliveries if the Client does not meet this request, even if a fixed delivery time has been agreed, all this without prejudice to Event Design Collective's right to claim compensation for late or non-performance of the agreement.

20. Intellectual property

20.1. Event Design Collective retains all IP Rights (including copyright, patent rights, trademark rights, designs, and design rights, etc.) related to the Services including all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing. The Client must treat these IP Rights as well as the information contained therein, in particular know-how regarding the performance to be delivered, as Confidential Information.

20.2. The Client may not copy or have copied the intellectual property rights without prior written permission from Event Design Collective, nor show them to third parties and / or make them available or use them in any other way.

20.3. Event Design Collective is permitted to use the (trade and brand) name and distinguishing marks of the Client for promotional purposes. Event Design Collective will inform the Client of such use.

21. Confidentiality

21.1. Neither Party may use, disclose, or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this agreement.

21.2. Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed as required by law or in response to a valid order or request by a court or other governmental or regulatory body;
- b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- c. is required to be disclosed as necessary to establish the rights of either Party under the agreement.

The Party seeking to disclose information will promptly give notice to the other Party and allow the other Party to object or to seek a protective order, to the extent permitted by the applicable law.

2. The Parties will not be obligated under this section with respect to Confidential Information that:
 - a. is or becomes a part of the public domain through no act or omission of the receiving Party;
 - b. was in the receiving Party's lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party;
 - c. is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure;
 - d. or is independently developed by the receiving Party without access to the Confidential Information.

21.3. In the event of non-compliance by the Client with the duty of confidentiality described in this section, the Client will owe Event Design Collective an immediately due and payable fine of €10,000 per violation and of €1,000 for each day that the violation continues, without prejudice to Event Design Collective's right to claim damages if the damage actually suffered is higher than the penalty owed by the Client. This is regardless of whether the violation can be attributed to the Client. Moreover, no prior notice of default or legal proceedings are required for the forfeiture of this fine.

21.4. The confidentiality obligation described in this section applies for the duration of the underlying agreement and for a minimum period of three (3) years after the end thereof.

22. Indemnity

22.1. The Client indemnifies Event Design Collective against all third-party claims that are related to the products and/or Services supplied by Event Design Collective.

23. Limit of Liability

23.1. Event Design Collective is only liable towards the Client for direct damage as a result of an attributable shortcoming in the fulfillment of an agreement.

23.2. Event Design Collective is in no way liable for compensation for indirect damage or consequential damage of any kind, such as, but not limited to, damage due to loss of turnover or profit, damage due to missed savings, damage due to delay, or damage due to

loss of data, whether in contract, tort, or under any other theory of liability, whether or not the party has been advised of the possibility of such damages

- 23.3. Without prejudice to the foregoing, Event Design Collective's liability for any form of damage is limited to a maximum of the amount (excluding VAT) in fees paid by the Client under the agreement in the twelve (12) months preceding the date of the claim. Under no circumstances will the total compensation for any damage exceed the amount paid out by Event Design Collective's liability insurance.
- 23.4. Event Design Collective is not liable for damage caused by acts or omissions of third parties engaged by the Client in the performance of the agreement
- 23.5. The limitation of liability of Event Design Collective included in the agreement will only lapse if and insofar as the damage is the result of intent or willful recklessness on the part of Event Design Collective's management. With regard to intent or willful recklessness, the burden of proof rests on the Client.
- 23.6. The liability of Event Design Collective due to an attributable shortcoming in the fulfillment of the agreement only arises if the Client gives Event Design Collective immediate and proper notice of default in writing, thereby setting a reasonable term to remedy the shortcoming and, after that term has expired, Event Design Collective continues to attributable fall short in the fulfillment of its obligations. The notice of default must contain as detailed a description of the shortcoming as possible so that Event Design Collective is able to respond adequately.
- 23.7. A condition for the existence of any right to compensation is that the Client reports the damage in writing to Event Design Collective no later than thirty (30) days after discovery. Any right to compensation for damage caused by Event Design Collective expires in any event twelve (12) months after the event from which the liability directly or indirectly arises.

24. Force majeure

- 24.1. Event Design Collective cannot be held to fulfill any obligation under the agreement if fulfillment is prevented as a result of force majeure. Event Design Collective can also not be held liable for any damage resulting from this.
- 24.2. Force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all external causes, foreseen or unforeseen, which Event Design Collective cannot influence, but as a result of which Event Design Collective is unable to

fulfill its obligations. Force majeure is in any event the case of power failures, internet failures, failures in the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software, domestic disturbances, delays or failure to deliver by suppliers, force majeure on the part of suppliers, machine breakdown and other business disturbances (either at Event Design Collective or at its suppliers), transport disruptions, and other events beyond its control, such as mobilization, war, blockade, riot, acts of terror, epidemic, pandemic, devaluation, strikes, staff shortages, import and export obstacles, stagnation in supply, fire, floods, storms, as well as sudden increases in import duties and excise duties and/or taxes, failure to obtain the necessary permits, and other government measures.

24.3. If Event Design Collective is prevented from carrying out the agreed work in whole or in part due to force majeure or if it cannot deliver the Services (on time), it has the right to suspend the performance of the agreement without judicial intervention or to terminate the agreement in whole or in part, at its discretion, without being obliged to pay any compensation or guarantee.

24.4. Event Design Collective does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

25. Poaching of personnel

25.1. The Client is not permitted to employ employees of Event Design Collective or to have them work for it in any other way, directly or indirectly, for as long as the agreement continues, as well as three (3) years after the end thereof, without written permission from Event Design Collective.

25.2. Employees of Event Design Collective in this context are understood to mean persons who are employed by Event Design Collective or one of the companies affiliated with Event Design Collective

25.3. In the event of non-compliance by the Client with the prohibition described above, the Client will owe Event Design Collective an immediately due and payable fine of €10,000 per violation and of €1,000 for each day that the violation continues, without prejudice to Event Design Collective's right to claim damages if the damage actually suffered is higher than the penalty owed by the Client. This is regardless of whether the violation can be attributed to the Client. Moreover, no prior notice of default or legal proceedings are required for the forfeiture of this fine.

26. Changes in these general terms and conditions

- 26.1. Event Design Collective has the right to change (parts of) these general terms and conditions in the interim. Any changes will be notified by Event Design Collective to the Client at least one (1) month in advance.
- 26.2. If an amendment to these general terms and conditions announced by Event Design Collective negatively affects the position of the Client, the Client can object to this in writing, stating reasons, before the relevant amendment takes effect. In case of objection, Event Design Collective can reconsider the change and decide to withdraw it in whole or in part.
- 26.3. If Event Design Collective decides to implement the change despite the Client's objection, the Client has the right to terminate the agreement in writing by, and at the latest up to, the date on which the change takes effect.
- 26.4. If the Client does not object in writing to the intended change within seven (7) days after announcement by Event Design Collective, the Client will be deemed to agree to the change.
- 26.5. Changes of minor importance, changes that are necessary due to changed laws and regulations and changes that are in favor of the Client can be implemented by Event Design Collective without prior notice. The Client does not have the right to object and/or terminate the agreement in the event of such changes.

27. Miscellaneous

- 27.1. Neither Party is permitted to transfer the rights and obligations arising from the agreement to a third party without the written consent of the other Party.
- 27.2. Unless expressly agreed otherwise with Event Design Collective, all Services ordered by the Client are exclusively intended for the Client's own (internal) use and not for resale.
- 27.3. If any term or provision in the agreement is held to be invalid or unenforceable, this will not affect the legal validity of all other provisions in the agreement. Such provision will be replaced by a legally valid provision which is, to the extent possible, comparable to the original provision.
- 27.4. Any failure or delay by a Party in exercising any right or remedy under the agreement will not prejudice such right or remedy and will not apply, and will not be construed, as a waiver or otherwise preclude exercise or use thereof at a later date. The full or partial exercise of

any right or the exercise of any legal remedy under the law or under the agreement will not prevent the further exercise or use of any other right or claim.

28. Applicable law and forum

28.1. All matters arising out of or relating to an agreement or these general terms and conditions, including, without limitation, validity, interpretation, construction, performance, and enforcement will be governed by the law of Switzerland, without reference to its choice of laws rules.

28.2. Any dispute in connection with an agreement, these general terms and conditions, and any contractual or non-contractual obligation arising therefrom, will be handled in the following way and order:

- a. after receipt of a notice by one Party from the other Party informing them of a dispute or claim, the Parties will attempt in good faith to resolve any dispute or claim through negotiations between a representative of each of the Parties.
- b. if the representatives cannot resolve the matter within 7 (seven) business days from the date of the notice, the matter will be escalated to the CEO of each Party.
- c. finally, if the escalation to CEO-level does not lead to the dispute being settled amicably within 14 (fourteen) business days from the date on which the dispute was escalated to this level, then each Party will be entitled to submit the matter to the competent courts in Basel-Landschaft, Switzerland, with the possibility of appeal.