

PRIVATE & CONFIDENTIAL

CLIENT SERVICE AGREEMENT

PLEASE SIGN ON EACH PAGE

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ANNEX A – PHOTO RELEASE FORM

CLIENT SERVICE AGREEMENT

THIS CLIENT SERVICE AGREEMENT (the “**Agreement**”) is entered into this
day of

BETWEEN

, a company incorporated in the state of
in the United States of America and having its registered
office at
(hereinafter the “**Supplier**”)

AND

, of
(hereinafter the “**Client**”).
(collectively, the “**Parties**” and each, a “**Party**”)

WHEREAS:-

- (1) The Supplier is principally engaged in the business of supplying event planning services;
and
- (2) The Client shall, pursuant to the terms set forth in this Agreement, purchase event
planning services from the Supplier.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS & INTERPRETATIONS

In this Agreement, unless the context otherwise requires:-

- (i) References to this Agreement include any and all other documents relating to
the Agreement and/or such business as may be defined by the Supplier from
time to time;
- (ii) Words importing the singular shall include the plural and vice versa, words
importing a gender include every gender;
- (iii) References to a person shall be construed as including references to an
individual, firm, company, corporation, unincorporated body of persons or any
State or any agency thereof;
- (iv) Any reference to a statutory provision shall include such provision and any
regulations made in pursuance thereof as from time to time modified or re-
enacted;

- (v) References to any persons related with another shall include corporations so related;
- (vi) Reference to Clauses, terms and conditions herein are to Clauses of this Agreement and references to this Agreement includes any amendments, supplements and any and all other documents relating to the Agreement as may be defined by the Company from time to time;
- (vii) References to a time of day are to _____ time; and
- (viii) Any document expressed to be in the "approved form" means a document in the form or substantially in the form approved by (and signed for identification by or on behalf of) the Parties.

1.3 The headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. EVENT SERVICES TO BE PERFORMED

2.1 The Supplier shall render the following services to the Client:-

- (i) _____ ;
- (ii) _____ ; and
- (iii) _____ .

2.2 The services hereinabove shall only be required to conform to the specifications as set out. The Supplier shall not at any time be obliged to render services not contained in this Agreement.

2.3 For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of any contract and/or agreement between the Supplier and the Client.

3. COMPENSATION & PAYMENT TIMELINES

3.1 Where rendered by the Supplier pursuant to clause 2.1 hereinabove, the Client shall pay the Supplier for the said services accordingly.

3.2 The Client agrees herewith to pay to the Supplier in full any and all sums falling due and payable under clauses 2.1 and 3.1 hereinabove.

3.3 Further to clause 3.2 hereinabove, the failure of the Client to pay the Supplier in full shall result in the Supplier availing themselves of any or all of the following remedies:-

- (i) The immediate suspension by the Supplier of the supply of the services without further notice;
- (ii) The immediate termination by the Supplier of the contracts and/or agreements with the Client, whether orally and/or in writing, for which the said payment by the Client is to be rendered in furtherance of;
- (iii) The additional charging of Late Payment Interest by the Supplier, at the rate of 1% per calendar week of the said payment;
- (iv) The taking of legal action by the Supplier against the Client in the courts of the state of _____ to recover the said payment, with the Client bearing any and all costs and/or interest incurred therewith by the Supplier.

3.4 The actions listed under clause 3.3 hereinabove are not exhaustive and the Supplier shall not be bound to restrict itself to the said actions for the recovery of any monies owed to it by the Client, whether due in furtherance of contracts and/or agreements between the Parties or otherwise.

4. REIMBURSEMENT OF EXPENSES

The Client shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any services provided by the Supplier in accordance with the Agreement infringes a copyright or trade secret or other similar right of a third party.

5. EVENT TIMELINES

The supply of services by the Supplier as specified in clause 2.1 shall conform to the following schedules:-

- (i)
- (ii)
- (iii)

6. CLIENT RESPONSIBILITIES

6.1 To enable the Supplier to perform its obligations under this Agreement, the Client agrees herewith to undertake the following:-

- (i) to co-operate with the Supplier throughout without reservation and undue delay;

- (ii) to use all reasonable efforts to obtain and provide the Supplier with any information that may be reasonably required by the Supplier in order to provide the services;
 - (iii) to obtain all necessary permission and/or consent pursuant to the laws and/or by-laws of the United States of America which may be required before the commencement of the services; and
 - (iv) to comply with such other requirements by the Supplier as may be set out in the Agreement or as shall be otherwise agreed upon, whether orally or in writing, from time to time between the Parties.
- 6.2 The Client hereby warrants, guarantees and undertakes to ensure the accuracy and reliability of the information obtained and provided pursuant to clause 6.1(ii) hereinabove.
- 6.3 The Client shall be liable to compensate the Supplier for any loss, costs, damages, charges or expenses incurred by the Supplier as a result of the Client's failure to comply with clause 6.1 hereinabove.
- 6.4 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Client unlawfully and/or unilaterally terminates or cancels without further notice the services agreed to in the Agreement, the Client shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five (5) working days' written notice the full amount of the services contracted for as set out in the Agreement.
- 6.5 Further to clause 6.4 hereinabove, the Client shall agree therewith that the said damages constitute a genuine pre-estimate of the Supplier's losses in such a case.
- 6.6 For the avoidance of doubt, the Client's failure to comply with any obligations under clause 6.1 shall be deemed to be a unilateral cancellation by the Client of the services and shall therefore be subject to the payment of the damages set out in clause 6.4 hereinabove.
- 6.7 In the event that the Client or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Client as soon as possible and:
- (i) the Supplier shall have no liability therewith in respect of any delay to the completion of any project;
 - (ii) where applicable, the timetable for the project shall be modified accordingly with the consent and consultation of both Parties;
 - (iii) the Supplier shall notify the Client at the same time if it intends to make any claims for additional costs thereto.

7. LIMITATION OF LIABILITY

- 7.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Client to which the claim relates.
- 7.2 In no event shall the Supplier be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Client incurring such a loss.
- 7.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

8. TERMINATION OF AGREEMENT

Without prejudice to the foregoing, either party may terminate this Agreement forthwith by notice in writing to the other if:-

- (i) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so;
- (ii) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- (iii) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- (iv) the other party ceases to carry on its business or substantially the whole of its business; or
- (v) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9. GENERAL

- 9.1 The Supplier and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve the Supplier of its obligations under this Agreement.

- 9.2 The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.
- 9.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 9.4 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
- 9.5 Exclusivity period shall be a minimum of .
During the exclusivity period, the Client will not directly or indirectly, through any employee, agent or otherwise, and will not permit any of its agents to solicit, initiate or encourage, any offers or proposals relating the services provided in this Agreement. The Client and Supplier agree that during the exclusivity period, Client shall purchase exclusively from the Supplier and not from any other vendor.
- 9.6 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.
- 9.7 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.
- 9.8 A person who is not party to this Agreement has no right to enforce any of the terms set out herein.
- 9.9 This Agreement shall be governed by and construed in accordance with the law of the United States of America and the parties hereby submit to the exclusive jurisdiction of the courts of the United States of America.

----- **END** -----

IN WITNESS WHEREOF the Parties have entered into this Agreement the commencement date first above written.

SIGNED by)

)

for and on behalf of)

)

SIGNED by)

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