

REBEL REBEL ITALIA

Agreement between:
REBEL REBEL SRL (the *Contractor*)
and
... (the *Customer*)
Dated ...

relating to the services provided by the Contractor in relation to and as is set out in more detail in Attachment A – the Statement of Work.

1. STATEMENT OF WORK

The Contractor shall perform and deliver the product as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which the Contractor shall perform shall be specified in the Statement of Work attached hereto as Attachment A- which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of services and deliverables/product (ii) schedule for the Deliverables, and (iii) price and payment schedule.

2. TERM

The term of this Agreement shall commence on ..., and shall continue thereafter until terminated in writing by one of the parties, or as provided in Section 5 below.

3. TERMS OF PAYMENT

a. PRICE. Contracts will be performed on a firm fixed prices basis or a time & materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by the Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing in this Agreement.

b. TAXES. The Contract Price does not include taxes and the Customer is responsible for all taxes (except taxes on Contractors income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use.

c. PAYMENT SCHEDULE. The Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within 30 days of Contractors invoice date. Interest may be charged on all amounts unpaid after 60 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, the Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter. In the instance the outstanding invoice is for a one-off provision of services and remains unpaid after 60 days we will pursue payment by whatever means necessary.

4. INDEMNIFICATION

The Customer shall defend, indemnify, and save the Contractor harmless against all claims, liabilities, demands, damages, or expenses (including legal fees and expenses) arising out of or in connection with the Customer's use of the Deliverables.

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5. TERMINATION

The Customer reserves the right to terminate a Contract on whole or in part.

The Contractor shall not undertake work, incur additional expenses, or enter into further commitments with regard to the Deliverables after receiving such notice of termination from the Customer, except as mutually agreed upon by the parties. In the event of termination of the Deliverables as described above, the Contractor shall be entitled to compensation as follows;

- a. All payments due and owing under this Agreement at the time of the Contractor's receipt of the written notice of termination of work completed and in progress;
- b. Reimbursement for any non-cancellable services and commitments entered into by the Contractor, in connection with the Project being terminated.

Termination of the contract shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 14 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

Suspension of the account (deliveries stopped) may occur if payment is not settled within the agreed 30 days.

6. DELAY OR SUSPENSION OF WORK

If the Customer's acts of failure to act causes the Contractor to delay or suspend performance of Services, the Contractor and the Customer will mutually agree to one of the following remedies:

- a. The Contractor will use reasonable efforts to continue performance as practicable under the circumstances and the Customer will continue to make all scheduled payments; or
- b. The Contractor will reassign personnel to extend the Contractor's work schedule with liability, and Customer will pay all the additional costs, if any.

Notwithstanding with above, the Contractor shall have the right to invoice the Customer for any work performed to the date of suspension.

7. SUBCONTRACTING

The Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, the Contractor shall be fully responsible for work done by its subcontractors within the

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scope of the applicable Statement of Work as it is for work done by its employees. The Contractor shall have written agreements(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of the Customer's materials.

8. GUARANTEE OF QUALITY

The Contractor operates a customer satisfaction policy, guaranteeing the displays for quality and durability. If the Customer is unhappy with the quality of the Deliverables, the Contractor requires the Customer to notify them as soon as possible and, in any event, within two days of the Customer receiving the Deliverables in question. In such circumstance, the Contractor will deliver a replacement to the value of the original Deliverable as soon as it is reasonably possible. The Contractor operates in good faith on issues of quality, but may also require proof of any issues of quality before replacing any Deliverable.

Where a complaint is made by the Customer, the Contractor will endeavour to rectify that complaint as soon as is reasonably possible. The Customer will also provide proof in support of such a complaint, and the Contractor reserves its rights to object to such a complaint where it believes such a complaint is unfounded. Both parties agree to resolve any dispute confidentially.

9. PHOTOGRAPHING DISPLAYS

The Contractor may use Customer's name or mark and identify the Customer as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Customer's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

It is assumed that the Customer grants permission to the Contractor to photograph the Deliverables and present them on our web site.

Both parties acknowledge that, during the course of the performance of the contract, information of a confidential nature may be disclosed between the parties. Such information, excluding the products and any other information relevant to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorised use and/or disclosure.

10. CANCELLED EVENTS, FUNCTIONS OR PARTIES

In the instance where an event, wedding or party is cancelled by the Customer, the Contractor will invoice the Customer for a cancelled event for an amount proportional to the progress and incurred costs as follows:

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- Booking Cancellation after deposit paid (15% of deposit/25% if event falls during June-September)
- Booking Cancellation within 3 months of event date (15% of total estimated cost/25% if event falls during June-September)
- Cost of any flowers, vases or materials ordered in advance for the event.
- Cancellation within 1 week of event date: 100% of total estimated cost/budget.

11. BREAKAGES OR LOSS

Vases are supplied at a hire cost and remain the property of the Contractor. Charges for breakages, loss and damage are as follows:

- Large Vases €50
- Medium Vases €30
- Small Vases €10
- Bud Vases €5
- Antique Vases prices vary

If appropriate, a list of vases supplied by the Contractor floral design will be provided for the Customer's records.

12. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure or performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

REBEL REBEL

Print Name

Signature

Date

CUSTOMER

Print Name

Signature

Date