

VIRTUAL BOOTH AGREEMENT AND TERMS AND CONDITIONS

Last Updated: 11/13/2020

This VIRTUAL BOOTH AGREEMENT AND TERMS AND CONDITIONS (this "Agreement") is made by and between Oscar & Associates (the "Company") and the inquirer of services (the "Client") relating to any event(s) (the "Event(s)") booked through the booking forms (the "Booking Forms").

YOU ARE ENTERING INTO A CONTRACT WITH THE COMPANY.
PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

This Agreement is a contract between you, as the Client or as agent for the Client, and the Company. This Agreement constitutes the entire understanding between the Company and the Client and supersedes all prior and simultaneous contracts or agreements between the parties.

RESERVATIONS, CHANGES, AND CANCELLATIONS

RESERVATION: An electronically submitted Booking Form and a non-refundable deposit are required to reserve the date(s) of the Event(s). If the Event(s) are rescheduled, postponed, or cancelled; or if there is a breach of this Agreement by the Client, the Company shall be entitled to keep the entirety of the Deposit and the Client agrees that it shall have no recourse to recover such Deposit or any portion thereof. Company will make every reasonable effort to accommodate rescheduled date. The Client shall also be responsible to pay to the Company any amounts that the Company expended in furtherance of performing the Company's obligations under this Agreement that are incurred up to and including the time that the Company receives the Client's notice of cancellation as well as any unavoidable amounts the Company incurs after the notice of cancellation. Company will provide client with a detailed breakdown of costs incurred as a result of cancellation.

CHANGE IN EVENT DATE: If subsequent to this Agreement, the Client changes the date of the event with advance notice of no less than 14 days, the Company will provide services on the changed date. If, after exercise of its reasonable commercial efforts, the Company cannot provide such services, the Company shall be entitled to keep the Deposit and Company shall have no further liability or obligation under this Agreement except as otherwise stated herein. If the Company is able to accommodate the change to the date of the Event, the

Client shall be charged the then-current price for such Event. While the Company shall have no obligation to accommodate a change to the Event date it will make every reasonable effort to do so.

FEES AND PRICING SERVICE FEE: The service fee (the "Service Fee") encompasses only those items included in the list of services located in the invoice sent by the Company to the Client. The Service Fee does not include applicable state sales tax Clients re-sale permit has been supplied and is on file at Company's office The Company will be under no duty to perform its obligations under this Agreement until such time as Client has paid the service fee in full.

PAYMENT: After submitting the Booking Form, the Company shall send an invoice to the Client stating the Service Fee applicable to the Event. The Client is responsible for making payment of the Service Fee to the Company within seven (7) days of the date of the invoice.

The Company shall have no obligations or liability to perform any services until the Company has received Payment.

If the Client is booking an Event with less than seven (7) days prior to the Event date, the Client shall pay the entirety of the Service Fee immediately upon receipt of the applicable invoice for such Event, and in no instance shall the Company perform services prior to the receipt of the entirety of the Service Fee.

ADDITIONAL PAYMENT TERMS: If the Client does not make payment of the Service Fee upon the dates and in the amounts stated herein, the Client agrees that the Company may, in its sole and absolute discretion, assess a late payment charge in the amount of \$150 per month for such late payment and Company is under no obligation to perform any obligations until all payments, including late payments are made in full. In the event the Client fails to remit payment as specified, the Company shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not service the Event(s). Returned checks will be assessed a \$30 non-sufficient funds fee and Company will not perform any obligations until payment is made with sufficient funds.

PRICING: Services or merchandise not included in this Agreement will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. If at any point the Company issues credit vouchers or other similar instruments representing credit that the Company will provide to a Client, those instruments shall have no intrinsic cash value, shall be non-transferable, and may only be applied toward specified products or services

from the Company.

LIQUIDATED DAMAGES: Following receipt of Payment, the Company agrees to reserve the Event date in the Company's schedule in anticipation of the Client's Event. If the Client cancels the Event the Company may not have sufficient time prior to the Event date to offer the Company's services to a different client, or may need to do so at a reduced cost. As a result, the Client and Company agree that (1) it will be difficult to estimate the total amount of damages to the Company in the event that the Client breaches this Agreement, including but not limited to a failure by the Client to pay the Service Fee when due, and (2) that the amount of the Service Fee is the best estimate of the damages to the Company if the Client were to breach this Agreement. As a result, the Company shall be entitled to liquidated damages in the amount of the Service Fee in event of a breach of this Agreement by the Client. Company is not obligated to seek Liquidated Damages and does not waive its right to pursue any other damages.

EVENT PROVISIONS AND AGREEMENTS

EVENT SCHEDULE: The Client agrees to confirm the schedule of the Event at least one-week prior to the date of the Event. Notification of any changes in schedule must be made in a timely manner and confirmation of receipt must be obtained from the Company by the Client. The Client is responsible for providing the Company with the correct date of the Event, and shall bear the full risk of loss if the Client provides an incorrect Event date to the Company. If the Event is to occur less than one-week from the date of booking, the Company shall use the information provided to the Company on the Booking Form as the confirmation of the schedule required hereunder.

NUMBER OF PHOTOS: Numbers of users or guests at the Event and their involvement with the Company's services varies per event. The Company does not guarantee any number of photos for the hosts or for each user or guest.

DISCLAIMER: The Company disclaims any and all liability and the Client agrees that the Company shall have no liability due to causes beyond the control of the Company including but not limited to incorrect dates provided to the Company, power outages, and improper use of technology by users.

AUTHORIZATIONS: The Client represents and warrants to the Company that it has obtained any and all necessary authorizations, permits, licenses, or other agreements from the Event host and each and every guest attending such Event, such that the Company has full rights to provide the product in connection with providing the services requested by the Client hereunder.

This includes, but is not limited to, any protected intellectual property, such as copyrights, trademarks, rights of publicity, that may appear in the photographs taken by the Company or its equipment (including any such intellectual property present in the background of such photographs based on the location of the Event guests), and the permission necessary to enable guests to take such photographs. The Client agrees to indemnify, defend, and hold Company harmless for any breach of this section.

RESELLING: The Client agrees that it shall not charge Event guests or attendees for services rendered by the Company at the Event. The Client must obtain written permission from the Company prior to selling the photographs taken by the Company or charging any individual or entity for the services provided by the Company. Notwithstanding the foregoing, this section shall not apply to any admission or other type of entrance fee that the Client charges for admission to the Event.

LIMITATIONS OF LIABILITY / LIMIT OF LIABILITY: The Client agrees that in all instances, the Company's total and aggregate liability to Client for any claim for damages, reimbursement or loss, relating to or in connection with this Agreement, is solely limited to amount of the Service Fee or other form of compensation paid by Client to Company over the immediately preceding six (6) month period. In the event that the product malfunctions for reasons outside the Company's control such as technology failure, the Company's liability is further limited to the return of the Service Fee. Because an event is an uncontrollable event, the Company cannot guarantee delivery of any specifically requested image(s). Client further recognizes and agrees that an entire event cannot be replicated, reenacted or repeated for the purpose of a re-shoot, and that the Company has no obligation under this Agreement to do so.

FORCE MAJEURE: In the event that the Company is unable to supply its services due to an illness, act of God, act of terrorism, or other cause beyond the control of the Company, responsibility and liability is limited to the return of the Service Fee.

INDEMNIFICATION: The Client covenants and agrees to indemnify, defend and hold the Company harmless from all claims, demands, actions or damage of every kind and nature, including attorney fees and all other costs and expenses necessarily incurred, which may accrue to, or be suffered by the Company due to any breach of this Agreement by Client or by virtue of the Company providing the services described hereunder to Client.

RELEASES, POLICIES, AND COPYRIGHTS: You may elect to have a Live Gallery associated with your event. A Live Gallery is a display of images taken at

a given event, hosted by the Company for a period of 3 months. By selecting a Live Gallery, Client represents and warrants that it obtained all necessary permissions from all participants for Company to host and display images for a Live Gallery.

GENERAL PROVISIONS SUCCESSORS AND ASSIGNS: The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

NONASSIGNABLE: This Agreement may be freely assigned by the Company to its affiliates or affiliated entities. This Agreement is not assignable by the Client without the express consent of the Company, which will not be unreasonably withheld.

JURISDICTION, VENUE AND GOVERNING LAW: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Pierce County, Washington. The parties hereby irrevocably consent to the exclusive jurisdiction of such courts.

SEVERABILITY: Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO WAIVER: Any agreement to waive one or more provisions of this Agreement or any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

HEADINGS: The headings and sub-headings of clauses contained are used for convenience and ease of reference and do not limit the scope for intent of the clause.

ATTORNEYS' FEES. In the event of any litigation or any other action regarding or relating to this Agreement, the Booking Form(s) or the invoice(s), the prevailing party shall be entitled to recover from the other party all of its

reasonable attorneys' fees and other reasonable expenses incurred in connection therewith, including in any appeal therefrom or in any bankruptcy.