



General Terms and Conditions of Wink USA INC.

1 Definitions

1.1 Affiliate(s):
shall mean any company owned or controlled by a Party, where control may be by management authority, equity interest or otherwise.

1.2 Agreement:
shall mean a written agreement between Parties for the provision of Services by Wink, of which the General Terms and Conditions and a Statement of Work (or other Wink proposed document) form an integral part.

1.3 Client(s):
shall mean any natural person or business entity with whom Wink and its employees deal in the course of its business, including representative(s), agent(s) and successor(s).

1.4 Intellectual Property Rights:
shall mean any and all intellectual property rights as granted in any jurisdiction such as copyrights, patent rights, trade name rights, trademark rights, inventions, software, source codes, programming, symbols, names, images, designs, research and technical documents and materials, other intellectual and industrial property rights, utility model rights, any rights of action in relation to Confidential Information, any rights of action in relation to trade names, trading styles and/or domain names.

1.5 Party or Parties:
shall mean Wink and Client, individually or collectively.

1.6 Service(s):
shall mean the full assortment of Wink services, including but not limited to the creation and development of brand concepts and events, organizing and programming events (e.g. parties, fashion shows, product presentations, trade shows and sales meetings), tradeshows, stands, decorations (e.g. communicating design & decoration, branding, atmosphere and interactive installations), and design & architecture (e.g. temporary and permanent retail environments, stands, window displays and showrooms), all relating to marketing of services or products.

1.7 Statement of Work:
shall mean a project scope document drafted by Wink and approved in writing by Client.

1.8 Terms and Conditions:
shall mean these U.S. Terms and Conditions of Wink.

1.9 Wink:
shall mean Wink USA Inc. a Delaware corporation with an address at 228 East 45th Street, Suite 9E New York, NY 10017, or any of its affiliated companies.

2 Applicability

2.1
These Terms and Conditions apply to all offers of Wink and shall govern the relationship between Wink and Clients, together with any Agreement and Statement of Work between Wink and Client.

2.2
No other terms and conditions shall be binding upon Wink unless accepted by it in writing.

2.3
Wink reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Client.

2.4
In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

2.5
In the event a provision of the Statement of Work conflicts with the provisions of the General Terms and Conditions, the provisions of the Statement of Work shall prevail over the General Terms and Conditions.

3 Offers, Acceptance and Exclusions

3.1
All offers of Wink are non-binding and may be revoked at any time, unless and until memorialized by an Agreement and/or Statement of Work. Any amendments made by Wink in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Client of a Wink offer will be deemed a new offer by Client, which Wink may accept or reject in its sole discretion. Offers will only be deemed accepted by Wink when memorialized by an Agreement and/or Statement of Work.

3.2
All offers are based on the information and documentation provided by Client, and Wink may rely on the accuracy thereof. Client warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.

3.3
Client hereby understands and accepts that all numbers, dimensions, weights or any other specifications for Services are estimates only, although Wink will use commercially reasonable efforts to ensure their accuracy.

4 Prices and Taxes

4.1
All prices are exclusive of, and Client shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Wink or Client by any taxing authority (other than taxes imposed on Wink's income), related to Client's order, unless Client has provided Wink with an appropriate resale or exemption certificate for the delivery location, which is the location where the Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to Wink of delivering the Services, whereby and to such an extent Wink is entitled to increase its prices accordingly.

5 Payment

5.1
Client agrees to pay, without the right to set-off any amount, all invoiced amounts within thirty (30) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Client terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Client under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Client of its properties and/or interest for the benefit of creditors.

5.2
Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.

5.3
Client shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged error in the Services or on any other account whatsoever.

5.4
If Wink believes that Client's financial position and/or payment performance justifies such action, Wink has the right to demand that Client immediately furnish security in a form to be determined by Wink and/or make an advance payment. If Client fails to furnish the desired security, Wink has the right without prejudice to its other rights, to



immediately suspend the further execution of the Agreement, and that which Client owes to Wink for whatever reason will become immediately due and payable.

6 Lead Times, Implementation, Development and Risk of Loss

6.1

Wink shall deliver the Services, including any agreed upon products, in accordance with the Agreement. Delivery and/or development and/or implementation times and dates are merely estimates, as well as lead times or any other deadlines, and Wink cannot be held liable for any damages as a result of delay in delivery of or installation or development related to the Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Client shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

6.2

If any delivery period or lead time risks to be exceeded, Wink will inform the Client as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.

6.3

Client hereby warrants that any material it furnishes to Wink in relation to the development or delivery of Services, including but not limited to products, software and documentation, is not subject to any intellectual property claim of any third party or any other third party claim, and Client shall indemnify and hold harmless Wink against any such claims of a third party.

7 Unauthorized Use

Wink at all times reserves the right to terminate with immediate effect and in its sole discretion the delivery of Services, if it deems Client's use to fail to comply with the Agreement or with these Terms and Conditions.

8 Client's Cooperation

8.1

Client shall timely provide Wink with all details and information required by Wink for the development and/or delivery of Services. If stated in the Agreement, Client shall also provide Wink with the required materials or data on information carriers, which shall comply with the specifications as set forth by Wink in writing.

8.2

Client understands that the development and/or the delivery of Services, including any agreed upon products, shall be done by Wink based on details, information, specifications and requirements supplied by the Client, including but not limited to those stated above, and Wink shall rely thereon, and Client shall guarantee that they are accurate and comprehensive, and meet the specifications as Wink shall set forth in writing.

8.3

If Client fails to make available to Wink data, documents, hardware, software, materials or personnel/agents that Wink deems useful, necessary or desirable for the purpose of performing the Services, or if Client fails to make these available in good time or in accordance with the Agreement, or if Client fails to meet its obligations under the Agreement or these Terms and Conditions in any other way, Wink shall be entitled to suspend the (further) execution of the Agreement in part or in full and shall also be entitled to charge and invoice Client for any costs in accordance with its standard rates, without prejudice to Wink's right to exercise any other rights (such as the right to claim damages or the right to terminate the Agreement or any Statement of Work). Wink shall in no event be liable for any damages caused to Client or any other third party in this regard.

9 Intellectual Property Ownership, Right of Use and Modifications

9.1

All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, software, tools, documentations, etc., in

relation to the Services, including modifications thereto, and including any agreed upon products, delivered and/or used by Wink, are owned by Wink or its licensor(s). No transfer or other grant of rights is given to Client, unless explicitly stated in the Agreement or Statement of Work.

9.2

Client accepts and agrees that any additional work or products requested by it outside of the original scope might increase delivery and lead times, and in the case that Client wishes to make modifications to or have additional work done, Client shall by separate agreement remunerate Wink for any work performed related to such modification, at such rates as Wink customarily charges, and without Wink being under any obligation to consent to perform such request for additional work or modifications.

10 Confidential Information

10.1

"Confidential Information" means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.

10.2

Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties.

11 Duration, Termination and Suspension of Performance

11.1

Any Agreement for a certain project will end after completion of such project.

11.2

Client cannot terminate the Agreement for convenience, except in accordance with the provisions herein.

11.3

If Client believes that Wink has failed to perform under the Agreement, it must notify Wink in writing, and allow four (4) weeks for Wink to cure if it has failed to perform.

11.4

Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, Wink may terminate its relationship with Client, or may terminate or suspend the Services and/or the delivery of products at any time: (i) if Client is in breach of, or if Wink reasonably expects that Client will not fulfil its obligations of these Terms and Conditions and/or the Agreement; (ii) if Wink reasonably suspects that Client is using Services, including any agreed upon products, to breach the law or in a manner which infringes third party rights; (iii) if Wink reasonably suspects that Client is using Services fraudulently, or that Services provided to Client are being used by a third party fraudulently; (iv) for a force majeure event that continues for more than ten (10) days upon notice; (v) if Client fails to pay any amounts due to Wink; (vi) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Wink's partners; (vii) the bankruptcy of the Client has been applied for; (viii) an attachment is levied on assets of Client; (viii) Client is liquidated or



discontinued; and/or (x) Client is in violation of any applicable laws or regulations.

12 Changes and Additional Work

12.1

Client agrees and accepts that when Parties agree that the Services or products to be delivered will be extended or changed, the time of completion of the work may be affected. In that case, Wink shall notify Client as soon as possible.

12.2

If Wink conducts activities beyond the content or scope covered by the agreed Services, Client will pay for this work at the currently applicable rates of Wink.

13 Warranty

13.1

Wink shall in all cases carry out the Services on the basis of a commercially reasonable efforts obligation. In case an exact/specified result is required, such must be explicitly stated in the applicable Agreement or Statement of Work.

13.2

EXCEPT TO THE EXTENT EXPLICITLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WINK, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. WINK FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR PRODUCTS WILL ALWAYS BE TIMELY, ACCURATE, COMPLETE, OR ERROR-FREE, NOR DOES WINK WARRANT ANY QUALITY OF THE SERVICES OR PRODUCTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WINK OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

14 Liability and Limitation of Damages

14.1

WINK DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE SERVICES AND PRODUCTS. NEITHER WINK NOR ITS OFFICERS OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CLIENT HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH SERVICES AND/OR PRODUCTS.

14.2

CLIENT IS SOLELY RESPONSIBLE AND LIABLE FOR ALL OF ITS OWN AND THIRD PARTY ACTIVITIES RELATED TO THE SERVICES, INCLUDING PRODUCTS, EVEN IF SUCH ACTIVITIES OCCUR WITHOUT CLIENT'S PERMISSION. NEITHER WINK NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CLIENT HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.

14.3

IN NO EVENT SHALL WINK, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.

14.4

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, WINK' AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED TWENTY THOUSAND U.S. DOLLARS (\$20,000) OR THE TOTAL PAID BY CLIENT FOR THE SERVICES AND/OR PRODUCTS IN

CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED, WHICHEVER IS LESS.

14.5

THE LIMITATIONS ON WINK' LIABILITY ABOVE SHALL APPLY WHETHER OR NOT WINK, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

15 Indemnification

CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD WINK, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE SERVICES BECAUSE OF BREACH OF THESE TERMS AND CONDITIONS, AN AGREEMENT OR A STATEMENT OF WORK, BY CLIENT OR OUT OF ANY NEGLIGENT OR UNLAWFUL ACT OR OMISSION OF CLIENT.

16 Severability

If any provision of these Terms and Conditions, the Agreement Statement of Work, or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

17 Force Majeure

Wink will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. Wink will notify Client promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

18 Assignment

Client is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Wink is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

19 No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent, joint venture or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

20 Governing Law and Arbitration

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York.

The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST WINK, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.