

GENERAL TERMS & CONDITIONS

1. PREAMBLE

These general conditions are applicable between the company REALITY SAS, a "Société par Actions Simplifiée" registered under the number 911 664 308 (hereinafter the "**Service Provider**") and the signatory of the Agreement (hereinafter the "**Organizer**"), the Parties being also individually described as the "Party (s)".

The Organizer organizes a virtual event (hereinafter the "**Event**"), which will also take place in the metaverse (hereinafter the "**Metaverse Event**"). The Service Provider will build, produce, and operate the Metaverse Event in the Decentraland platform (hereinafter the "**Services**") and will also benefit from the various Marketing Services offered by the Organizer.

2. DEFINITIONS

In the context of the Agreement, the Parties agree that the following terms shall have the definition specified below when they begin with a capital letter, in the singular and plural:

"Partnership Memo"	the Partnership Memo attached to this Agreement which sets the specific terms and conditions of the Services.
"GTC"	the present General Terms and Conditions.
"Communication Tools"	the communication tools made available by the Organizer to the Service Provider as part of the Event.
"Service" or "Services"	the services provided by the Service Provider to the Organizer in connection with the Event and the Metaverse Event.
"Site"	the place of organization of the Event.

3. SUBJECT

The purpose of these GTCs is to define the general terms and conditions under which the Organizer will carry out the Services, as well as the financial conditions.

4. AGREEMENT

The Agreement expresses all of the Parties' obligations under the Event, the Metaverse Event and the Services.

Any amendment here to shall be made by means of a written amendment, approved and signed in duplicate by the legal representatives of the Parties or by representatives with a special written mandate.

No indication or document may be deemed to be incorporated into the Agreement and to create obligations under them unless it has been the subject of an approved amendment signed by duly authorized representatives of both Parties.

It is expressly agreed that the Organizer may, however, send additional instructions to the Service Provider in writing. However, additional requested service outside of the project scope defined in the Partnership Memo might generate additional costs.

The Parties agree that no other general or specific conditions contained in the documents sent to either Party may be incorporated into the Agreement, unless agreed in writing by an authorized representative of each of the Parties.

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The same applies, but without this list being exhaustive, to the conditions appearing on invoices, the conditions set out in commercial documents and any letters or missives sent directly or indirectly by one of the Parties to the other.

5. ENTRY INTO FORCE - DURATION

The Agreement come into force on the date of their signature by the last of the two Parties, for the duration of the performance of the Services.

6. BINDING AGREEMENT

By signing this Agreement, the Organizer agrees to the terms and conditions of this Agreement, including these GTCs, without reservation.

7. SERVICES

The details and content of the Services provided by the Service Provider are set out in the Partnership Memo.

Due to the limited time available before the Event, the Organizer understand that short cuts might be used in the successful delivery of the Services.

8. OBLIGATIONS OF THE PARTIES

The successful performance of the Services depends on the timely performance by each Party of its respective contractual obligations as described in the Agreement.

Each Party shall be responsible for all authorizations that may be required to fulfill their respective contractual obligations.

8.1 Obligations of the Service Provider

The Service Provider undertakes to:

- Perform the Services with care and in a timely manner, in accordance with the terms and conditions of the Agreement,
- To respect, in the performance of the Services, its commitments as expressed in the Agreement,
- The Service Provider guarantees that it has and will have all the approvals, certifications, attestations concerning it and necessary to provide the Services, throughout the duration of the Services.

8.2 Organizer's Obligations

To enable the Service Provider to respect its commitments, the Organizer undertakes to:

- Pay the amounts due for the Services,
- Provide the information necessary for the provision of the Services,
- Implement all the means and resources at its charge for the success of its intervention on the Event,
- Take all appropriate decisions in a timely manner,
- Comply with the procedures put in place by the Service Provider for the provision of Services,
- Comply with the rules contained in the Agreement.

9. FINANCIAL TERMS & CONDITIONS

The prices of the Services are indicated in the Partnership Memo or the purchase order.

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Unless otherwise stated in writing, the prices indicated are prices in Euros excluding tax (excluding VAT), to which must be added the VAT (as applicable).

Upon signing this Agreement, the Organizer undertakes in a firm and irrevocable manner to pay the full price of the Services ordered in the Partnership Memo.

The full price indicated in the Partnership Memo will be payable and no compensation will be due by the Service Provider to the Organizer.

All sums mentioned in the Partnership Memo and invoiced by RLTY will be definitively acquired by RLTY. RLTY reserves the right to cancel the Metaverse Event without reason, and without compensation nor refund of the Organizer, if the payment of any part of the price is not made.

10. INVOICING & PAYMENT

In consideration for the Services, the Organizer shall pay the Service Provider the price of the Services, in accordance with the terms, deadlines and payment conditions provided for in the Agreement.

10.1 Billing conditions

Invoices are sent by the Service Provider to the Organizer at the e-mail addresses given in the present contract.

10.2 Payment guarantees

The Service Provider reserves the right to request legal and financial information and payment guarantees from the Organizer if it considers it necessary.

10.3 Terms of payment

The full payment of the price of the Services shall be paid upon acceptance of the Agreement by the Organizer, within thirty (30) days of the date of receipt of the invoice unless otherwise agreed by the Parties.

This payment is net of any other fees.

10.4 Late payment

All sums unpaid after thirty (30) days from the date of receipt of the valid invoice (the "Due Date") shall bear interest at a rate of three times the legal interest rate in force on the due date, as well as a fixed compensation for collection costs for unpaid debt of fifty (50) euros per invoice, from the day after the Due Date and until actual payment. Interest will be payable upon receipt of the debit notice sent by the Organizer.

10.5 Termination in the event of non-payment

If the Organizer fails to pay for the Services on the Due Date, the Service Provider may terminate its obligations under the Agreement by simple written letter.

In this case, the Service Provider shall be free to re-market the Service ordered by the Organizer, without the latter being able to engage the responsibility of the Service Provider or claim any compensation or reimbursement.

Any partial payment of the Services by the Organizer shall be acquired by the Service Provider, without the Organizer being entitled to claim any reimbursement or compensation.

11. PRACTICAL ARRANGEMENTS FOR HOLDING THE EVENT

The dates and location of the Event and of the Metaverse Event are indicated on the official website of The Client.

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However, they are only given for information purposes and may be modified, if necessary, by the Organizer by post or by e-mail. However, the Organizer undertakes to make its best efforts to ensure that the website always stays updated with all updated Event information.

In the case of any material change to the date, duration or location of the Event, the Organizer shall notify the Service Provider in writing promptly, and in any case at least fifteen (15) business days before the date initially planned.

No compensation will be due to the Service Provider in this respect unless any change or postponement requires additional services to be provided by the Service Provider in which case the Parties shall discuss in good faith the pricing adjustment.

In any case, any cancellation of the Metaverse Event by the Organizer, for any reason (eg. its own will or the cancellation of the Event), will not impact its payment obligations and may give rise to indemnification claims by the Service Provider.

12. COMMUNICATION TOOLS

The Organizer guarantees that it has all necessary rights to use all items (in particular: texts, logos, illustrations, photographs and visuals, hyperlinks, products, and trademarks) to be included in the Communication Tools and/or in the Event and that such item will not violate the rights of any third party including but not limited to any copyright or other intellectual property rights.

The Organizer shall defend, indemnify and hold the Service Provider harmless from and against any and all third-party claims, losses, damages, costs, and expenses, including, without limitation, reasonable outside attorneys' fees, arising out of or relating to any claim grounded on the use of the items (in particular: texts, logos, illustrations, photographs and visuals, hyperlinks, products and trademarks) to be included in the Communication Tools and/or in the Event by the Organizer or at its request.

13. COLLABORATION DUTY

The Parties undertake to cooperate to the best of their ability to enable the fulfilment of their respective obligations.

The proper performance of the Agreement and Services requires a permanent, sincere and regular exchange of information between the Parties.

14. INTELLECTUAL PROPERTY & COMMUNICATION

14.1 Intellectual property

The Organizer is the owner of the rights to the texts, information, descriptions, images, videos, photographs, trademarks, models, and patents relating to the Event and the Services provided ("**Event Marks**"). The Organizer guarantees that it has all intellectual property rights and necessary contractual rights or authorizations to the Event Marks. The Organizer shall defend, indemnify, and hold the Service Provider harmless from and against any and all third-party claims, losses, damages, costs, and expenses, including, without limitation, reasonable outside attorneys' fees, arising out of or relating to the Event Marks.

Right of use of the Event Marks is granted to the Service Provider under the Agreement. The Service Provider may use the Event Marks only as authorized by the Organizer, and the Organizer may also use the Service Provider's marks (trademarks, logo, brand name, any other identifying marks and intellectual properties etc.) only as authorized by the Service Provider.

The Service Provider keeps all the rights on the digital assets built for the Services provided to the Organizer.

Nothing in this Agreement is intended to transfer or otherwise affect either Party's ownership of, or other right, title or interest in or to, any of its intellectual property. Any existing intellectual property or intellectual property created outside of this Agreement shall remain the property of the creating Party.

14.2 Communication

The Organizer will provide the Service Provider with a media kit that will include the communication elements relating to the Event: descriptive text, logo, poster of the Event.

These elements may be included in the Service Provider's communication prior to the Event.

The Organizer may ask the Service Provider to modify his communication if it does not correspond to the brand image of the Event or if it is incomplete or incorrect.

The Service Provider expressly authorizes the Organizer, free of charge, to take photos and/or films of the Metaverse Event, if he so wishes to freely use these images on media as agreed by the Parties in writing, in particular advertising, in France and abroad, without limitation of time.

The Organizer has the exclusive right to write, publish and distribute any information on the Event.

15. CONTRACTUAL RESPONSIBILITY

The Parties are only liable for direct damage caused to the other Party in connection with the performance of or failure to perform with its obligations under this Agreement.

Except in the event of a specific clause inserted for this purpose in the Agreement, the Parties may under no circumstances be held liable for indirect damage caused to the other Party in connection with the performance of this Agreement, such as: commercial damage, loss of customers, loss of order, commercial disruption, loss of profit, damage to the brand image.

The Service Provider's liability under this Agreement may not exceed the price paid by the Organizer for the Services.

16. TERMINATION

16.1 Withdrawal of the Organizer

The Organizer may not withdraw from his commitments under the Agreement except for Force Majeure in accordance with clause 16.3 of this Agreement.

16.2 Termination procedures by the Service Provider

In the absence of payment of the sums due on the scheduled date, the Services and the Agreement may be terminated by the Service Provider in accordance with clause 10.5 of this Agreement.

If the Service Provider terminates due to Organizer's failure to make payment by the Due Date, any sum previously paid by the Organizer shall remain the property of the Service Provider. The Organizer may not claim any compensation or reimbursement in this respect.

Except in cases of force majeure, this termination does not exclude that the Service Provider may claim compensation for its loss and engage the Organizer's criminal liability. Except as otherwise expressly provided in this Agreement, termination of this Agreement for any reason by either of the Parties shall not affect the rights and obligations of the Parties that accrued prior to the effective date of such termination.

16.3 Force Majeure

In connection with the performance of the Services, the Parties shall not be held liable for any failure to perform their obligations due to any event of force majeure.

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For the purposes of the Agreement, force majeure is defined as any unforeseeable, irresistible event outside the Parties' reasonable control within the meaning of French law and case law.

The Party suffering from force majeure shall cooperate with the other Party to ensure that the harmful consequences of non-performance of the Service are limited as far as possible.

However, in the event that the force majeure event continues during the dates scheduled for the Event or has a significant impact on it, any Party may terminate this Agreement.

17. GENERAL CLAUSES

17.1 Probative force of communications

Notifications should be sent to the address provided by the Parties in the present contract or by email.

Notices to the Service Provider may be sent to the following email address: team@rlty.live

Notices to the Organizer may be sent to an email address provided by the Organizer.

Notwithstanding the cases of notification provided for by registered letter, the Parties shall be required to exchange information electronically, securely, or not, in the context of the execution of the General Terms and Conditions. The Parties agree to give electronic mail and, more generally, electronic exchanges between them evidentiary value.

Unless otherwise provided in the Agreement, computer files, data, messages, and records stored in the computer systems of each Party shall be admissible as proof of communications, agreements, and payments between them.

17.2 Assignment

Neither Party may assign this Agreement without the approval of the other Party; provided, however, that in the event of (i) a merger by incorporation of a new company, contribution of assets, partial contribution of assets, merger, demerger, or other transaction resulting in a universal transfer of a Party's assets or (ii) any transaction resulting in a change of control, whether direct or indirect, affecting a Party, the Agreement will continue without the need to obtain the consent of the other Party.

18.3 Relationship between the Parties

The Agreement does not in any way confer on the Parties or any of the members of their team the status of employee, agent, partner, or representative of the other Party, nor does the Agreement create any relationship of association or joint venture between the Parties. The Parties further declare that the Agreement can under no circumstances be considered as a constituent instrument of any legal person or entity, and that any form of "affectio societatis" is formally excluded from their relationship.

18.4 Partial invalidity

If a clause of the Agreement is declared null and void with regard to any rule of law in force or a court decision that has become final, it shall then be deemed unwritten, without however causing the nullity of the contractual ensemble by which the Parties shall remain bound towards each other, nor altering the validity of its other provisions.

The other provisions of the Agreement shall remain unchanged and shall continue to apply as if the null and void provisions no longer appeared within the Agreement, except in the event that they are inseparable from the provision deemed unwritten.

In this case, the Parties shall approach each other to agree on a new clause to replace the one declared null and void, it being understood that the new clause shall respect as far as possible the spirit and economic impact on the Parties of the original clause.

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18.5 Tolerance

The Parties mutually agree that the fact that one of the Parties tolerates a situation does not have the effect of granting the other Party acquired rights.

Moreover, such tolerance cannot be interpreted as a waiver of the rights in question.

18.6 Survival

Any provisions of the Agreement which by their nature extends beyond the date of termination shall be extended until their full performance and shall apply to the respective assigns and transferees of both Parties.

18.7 Headings

In the event of difficulties of interpretation between any of the headings at the top of the contractual clauses and any of the clauses, the headings will be declared non-existent.

18.8 Entire Agreement

The Agreement constitutes the entirety of the agreements entered into between the Parties with respect to the provision of Services. They shall cancel and replace, as from their effective date, all oral or written agreements that may have been concluded previously between the Parties on this subject and may only be amended by a new agreement or amendment concluded in writing and signed jointly by the Parties.

18.9 No hardship

By signing the Agreement, the Parties acknowledge and accept its binding force notwithstanding any unforeseeable change of circumstances during its term. The Parties accept the risk of any unforeseeable change of circumstances occurring at the time of the conclusion of the Contract, so that they will not be able to rely on the terms of Article 1195 of the Civil Code, if applicable.

19. GOVERNING LAW – DISPUTES

The validity, interpretation, construction and performance of the Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted in accordance with the laws of France

The Parties shall make their best efforts to resolve any dispute amicably.

Any dispute relating to the execution, existence, termination, or interpretation of this Agreement, which is not amicably resolved between the Parties, shall be referred exclusively to French courts located or having jurisdiction in Paris.