

Client Agreement

This Agreement (“**Agreement**”), contains the terms and conditions between you (“**Client**”) and Plan Tech, Inc. (“**Company**”) that apply to the Services (as defined hereinafter below) offered by Company to Client, including but not limited to www.eventsdragon.com and through any other related sites or applications (collectively, the “**Site**”). This Agreement incorporates our “**Privacy Policy**” and “**Terms of Use**” accessible on Site, each of which may be updated by Events Dragon or Company from time to time with reasonable notice to Client. By electing to become a Client and use the Company’s site, this Agreement shall become effective and you are voluntarily accepting and agree to be bound by the terms of this Agreement, including all policies incorporated into this Agreement by reference.

1. Services

Subject to compliance with the terms and conditions of this Agreement, Company shall provide Client during the term with mutually agreed services via the Site, which may include, but are not limited to: providing introductions to Vendors, providing access to billing tools, and access to any other functions such as widgets, articles, and planning tools (collectively, “**Services**”). The determination as to whether a Vendor is presented to Client is based on several various factors including geography, availability and affordability, offered by Vendor, and expressed Client preferences.

2. Payments

- a. When Client makes confirmation of booking intent, Vendor will confirm that a booking is accepted, which will allow Company to advise Client that a contract is available for review, and then to confirm the signed commitment between the Client and the Vendor. Upon Client signed acceptance, Client will be required to pay a deposit payment, to lock in that Vendor.
- b. Payments will be made per the following time schedule. Company will process deposit of 20% upon Client confirming their plan with specific vendor(s). For vendors that have a defined and agreed upon product/package or service, a mid-payment of 60% will be due on the date that is approximately halfway between the event date and the date of the first deposit. The balance 20% will be required to be paid 14 days prior to event date. For Vendors booked within 90 days of the event date, the initial deposit will be 50% and the remaining balance 50% will be due 14 days prior to the event date. For some vendors, full payment will be due immediately given product or timing needs. For vendors that do not have a defined and agreed upon product/package or service, the Client and vendor will discuss and agree upon the product/package or service, defining the cost and payments required, which will produce a schedule whereby pre-agreed amount(s) and date(s) will dictate the payment processing(s).
- c. Any updates to confirmed bookings of Client’s event plan must be communicated to Company via email or site message center within 48 hours.
- d. If a product or package is requested to be changed or modified in any way, Client is required to discuss the details of the proposed change with the Vendor, through the Company message system or directly with the vendor. Vendor will advise Company of any approved change, which will generate a client change order for Client review and approval. Upon acceptance, modification will be considered confirmed and event details revised, plus payment schedule updated, as needed.
- e. If an event is cancelled by the Client, Vendor will receive a notification via Company email and/or message center. Vendor will be allowed to keep all payments processed and received to date. The exception is when the Client has filed a possible rejection or complaint against the Vendor relating to this booking. In this case, Company will research the issue, and provide the sole decision, whether Vendor received funds may be kept, or need be returned, in part or in whole.
- f. If a booking is cancelled, initiated by the Vendor, this change will be immediately communicated to Client via Company email and/or message center. Any Client funds received by the Vendor will be invoiced to Vendor by Company, for possible refund to Client. The Client may receive a refund, if a suitable alternate Vendor is not found and selected by Client. Regardless, Company will review prior payments and updated payments due, to provide Client with a revised payment schedule. The exception is when the Vendor has filed a complaint against Client relating to this booking. In this case, Company will research the issue, and provide the sole decision, where Vendor received funds may be kept, or need be returned, in part or in whole.
- g. All Client payments shall be inclusive of any credit card or other processing fees actually charged by Company’s third-party payment processor that may be associated with the receipt of payment or refunds regarding payment to Vendor.

3. Client Responsibilities

Client Relations and Non-Circumvention. Client shall reply within 48 hours to any inquiry or contact for Events by any Vendor on the Site, and agrees to inform Company immediately if Vendor is not interested in performing services for such Client with respect to such inquiry, in each case, in compliance with the timeframes set forth in Terms of Use.

Notices to Company Client shall notify Company within 48 hour if a Vendor contacts Client to discuss Events outside of Company booking system, noting Vendor must provide such Events through the Site. With respect to any engagement of the Vendor related to the event booking first proposed by Client though Company, Vendor shall neither (1) interfere with Clients obtaining Events through the Site, nor (2) otherwise circumvent billing through the Site.

Assessments and Reviews. Company will conduct (i) any investigation undertaken with regard to any Client complaints, (ii) any assessment made by Company of Vendor's ongoing qualifications and (iii) any collection of, and publication on Vendor's profile of, reviews of Vendor's services completed by Clients (collectively, "Assessments"). During the Assessment process, provided that a Client complaint did not generate it, Company shall not otherwise interfere with the relationship between the Vendor and the Client

Acceptance of Company's Disclaimer of Responsibility for Vendor Services. Vendor shall remain solely responsible for the Events provided by Vendor or any of its employees, delegates or other representatives. Company shall not, at any time interfere, in any way, with the Vendor's services. Client acknowledges and agrees that: (i) Company is not a Events provider of any kind; (ii) Company cannot and will not assume responsibility for the Events provided to any Clients, including any work provided by any other Vendors working with or supervised by Vendor, which shall, at all times remain the responsibility of the Vendor; and (iii) Company will not be responsible for Vendor's staff or other Vendors to work with Clients or any other activity that involves providing Events.

4. Confidentiality

Company Obligations. Company will ensure that Company and Vendor shall not disclose the terms and conditions of this Agreement or any other agreements entered into with Company (the "**Terms of Use**"), which remain Company's confidential information. See Terms of Use located on Site. Without limiting the foregoing, Vendor shall take reasonable steps to protect the confidentiality of the Terms of Use with the same degree of care, but no less than reasonable care, that Vendor uses to protect Vendor's own confidential information. Vendor may disclose the Terms of Use to the extent necessary to provide Events to Clients, comply with an order of a court or governmental administrative body of competent jurisdiction, or as otherwise required by law; provided that Vendor shall first give notice to Company such that Company has the opportunity to contest such order or requirement of disclosure, or seek an appropriate protective order. Vendor shall: (i) maintain the confidentiality of Client Information (as that term is defined below); and (ii) shall only use Client Information as permitted in this Agreement, consistent with state and federal laws.

Company shall not disclose Client's personal and financial information ("Client Confidential Information") without Client's prior consent, except that Company may (1) disclose as required by law, (2) aggregate and anonymize rates data for reporting and analytical purposes, provided that in such case Company will not individually identify any Client in such reporting or analytics. Company shall safeguard the confidentiality of the Client Confidential Information with the same degree of care, but no less than reasonable care Company uses to protect their own confidential information.

5. Representations and Warranties

General. Each party represents and warrants to the other party that (i) it has the full power to enter into this Agreement and to perform its obligations hereunder, (ii) the execution and delivery of this Agreement will not result in any breach of any terms and conditions of, or constitute a default under, any other agreement to which such party is bound, and (iii) the individual executing this Agreement (electronically or by written signature) is authorized to execute this Agreement on such party's behalf. The terms of this Agreement shall apply to all Events that Company provides to Client.

Representations by Client. Client further represents and warrants that he or she (i) is in compliance with all policies and requirements of this Agreement including, but not limited to disclaimer information and limited liability, non-disclosure agreements, privacy policy and other terms of use agreements and shall perform the same in a professional, diligent and workmanlike manner.

6. Intellectual Property

Company Ownership. Except as otherwise herein provided, all right, title and interest, including without limitation, all related intellectual property rights, in and to the Services, applications, social media, and the Site shall, as between the parties, be and remain the valuable and exclusive property of Company. In addition, Company retains all proprietary rights, title, and interest, including, without limitation, all patents, copyrights, trademarks, service marks and trade secrets embodied in the Services, applications, social media, or the Site, and to any applications, processes, creations, data, information, logos, technology, software and documentation related to the Services or the Site.

7. Termination

Immediate Termination. If Company determines that Client is in violation of the terms of this Agreement, after investigation, Company may terminate this Agreement immediately.

Effect of Termination. Upon termination of this Agreement, all rights and licenses granted to either party automatically terminate. However, Vendor acknowledges that any existing Events engagements with Clients at the time of termination of this Agreement are not affected or ended by any termination of this Agreement. Additionally, any sections that reference events beyond termination, including but not limited to, Sections 2c, 2e, 3, 4, 5, 6 and 8 shall survive any termination of this Agreement.

8. Miscellaneous

- a) **General.** Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to cause, require, influence or otherwise solicit a party or any of its affiliates regarding referrals of business; or (ii) to interfere with a Client's right to choose his or her own Vendor, or with Vendor's judgment regarding the service provided at Events.
- b) **Assignment.** Neither party may assign this Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, provided that Company may assign this Agreement without consent to an affiliate or to a successor to all or substantially all of Company's assets or business to which this Agreement relates. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- c) **Notices.** Any notices given under this Agreement shall be in writing and shall be sufficiently given if: sent by overnight guaranteed delivery service and, in the case of notices sent to Client, addressed to such address, email address or addressee as indicated on Client's profile on the Site; in the case of notices sent to Company, they are to be sent to address: 20 Greenview Road, Monmouth Jct, NJ 08852
- d) **Governing Law; Dispute Resolution.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey without reference to the conflict of laws' provisions thereof, provided that the laws of the state in which Vendor is admitted shall apply to the ethical and professional obligations and state bar requirements of Vendor. Any dispute arising out of or related to this Agreement that cannot be resolved by informal and good-faith negotiations between the parties, shall be settled by final and binding arbitration to be conducted by a single arbitrator in close proximity to Princeton, New Jersey, pursuant to the rules of the American Arbitration Association. The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. The parties agree that the arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, as the arbitrator deems appropriate.
- e) **Force Majeure.** Except for a party's payment obligations, the performance of either party under this Agreement may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority including government attorneys, new legislation or regulatory requirements, strikes or other labor disturbances, fires, floods, epidemics, wars or riots).
- f) **Modifications.** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding upon Company unless made in writing and agreed to by Company. Company may amend the terms and conditions of this Agreement at any time in its sole discretion, provided that if Company makes any material amendments to this Agreement, it will provide at least thirty (30) days prior notice to Client via email or other electronic delivery method. If Client does not agree to any amendments which specifically relate to Client's event plan, it may terminate this Agreement immediately upon written notice to Company prior to the effectiveness of the modifications. Client continued use of the Services or the Site following receipt of valid notice shall be deemed to be Client's acceptance of such amendments.

- g) Severability. In the event any provision of this Agreement is held by a competent court or arbitrator to be invalid, illegal or unenforceable, it shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall remain in full force and effect.
- h) Entire Agreement. This Agreement and the policies and Terms of Use incorporated herein constitute the entire agreement between the parties and supersedes all previous or contemporaneous agreements, promises, or representations, whether written or oral, between the parties with respect to the subject matter hereof.
- i) Relationship of Parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity. Any employee, servant, subcontractor or agent of a party shall remain at all times under the exclusive direction and control of that party and shall not be deemed to be an employee, servant, subcontractor or agent of the other party.
- j) Non-waiver. Unless expressly stated otherwise in this Agreement, no remedy afforded to a party under this Agreement or waiver shall preclude other remedies available under equity or the laws governing this Agreement.