

CONTRACT CADRU PRESTARI SERVICII
Numar de inregistrare ES158
Din 12 - Iunie- 2023

SERVICES AGREEMENT FRAMEWORK
Registration number ES158
Dated 12 - June- 2023

PARTILE

S.C. UNIVERSUM EVENTS S.R.L., cu sediul in Romania, Bucuresti, Str. Ing. George Constantinescu nr. 2-4 si 4B, cladirea C1, etaj 1, camera 1, Sector 2, inregistrata la Registrul Comertului sub nr. J40/6800/16.07.2010, CUI RO 27181979, Cont Bancar: RO05RZBR0000060020059709, deschis la RAIFFEISEN BANK, reprezentata de catre dl. Mihai Cima in calitate de Administrator, denumita in continuare **"Furnizorul"**

Si

VOX SOLUTIONS GLOBAL LIMITED, avand sediul in Camera 2110, 21/F, Wing On Centre 111 Connaught Road Central, Hong Kong, cont bancar 1086282034, deschis la banca CITIBANK N.A. HONG KONG, inregistrata cu nr. 2485589, reprezentata de Stephen Browne in calitate de Director, denumit in continuare **Beneficiar**.

1. OBIECTUL CONTRACTULUI

Obiectul contractului il constituie asigurarea de catre **Furnizor** a serviciilor de organizare evenimente care vor include, fara a se limita la: designul conceptului, punerea la dispozitie a tuturor echipamentelor, a materialelor, a personalului calificat, a locatiei si a intregii logistici in vederea desfasurarii in cele mai bune conditii a evenimentelor organizate in comun (denumite in continuare "Proiect" si/sau "Proiecte").

2. VALOREA CONTRACTULUI

2.1 Valoarea prezentului Contract este conform anexelor intocmite pentru fiecare Proiect in parte.

2.2 Valoarea Contractului se poate modifica in cazul in care Beneficiarul solicita servicii suplimentare sau modificarea caracteristicilor de livrare pentru serviciile cerute anterior. Toate serviciile suplimentare vor trebui sa fie agreeate de ambele Parti.

PARTIES

S.C. UNIVERSUM EVENTS S.R.L., with registered offices located in Romania, Bucharest, 2-4 Ing. George Constantinescu Street, building C1, 1st floor, district 2 registered with Trade Registry under No. J40/6800/16.07.2010 Sole Registration Code RO27181979, Bank Account RO05 RZBR0000060020059709, opened with RAIFFEISEN BANK, duly represented by DI. Mihai Cima in his capacity as Administrator, hereinafter referred to as the **"Provider"**,

And

VOX SOLUTIONS GLOBAL LIMITED, with registered office located in Room 2110, 21/F, Wing On Centre 111 Connaught Road Central, Hong Kong, Bank Account 1086282034 opened with CITIBANK N.A. HONG KONG, registered under No. 2485589, duly represented by Stephen Browne, in his capacity as Director, hereinafter referred to as the **"Beneficiary"**.

1. OBJECT OF THE CONTRACT

The object of the Contract consists in **Provider** ensuring the **Beneficiary** of event organizing services which will include but will not be limited to: concept design, put at disposal all necessary equipment, materials, qualified personnel, locations and full logistics for organizing in optimal conditions the event (named herein "Project" and/or "Project").

2. THE VALUE OF THE CONTRACT

2.1 The value of this Agreement is in accordance with the annexes drawn up for each individual project.

3.2 The value of the Contract may change if the Beneficiary requests additional services or changes in the delivery characteristics for the services requested above. All supplements will have to be agreed by both parties.

3. DURATA CONTRACTULUI

3.1 Contractul este valabil pentru o perioada de 2 ani de zile de la data semnării lui și se poate prelungi numai prin semnarea unui act adițional cu voința părților.

3.2 Expirarea duratei Contractului nu absolve Partile de responsabilitățile și îndeplinirea obligațiilor asumate prin prezentul Contract.

RESPONSABILITĂȚILE PARTILOR

4. RESPONSABILITĂȚILE FURNIZORULUI

4.1 Furnizorul este responsabil pentru livrarea întregului pachet de servicii detaliate în anexele atasate corespunzând fiecărui Proiect, conform cerințelor Beneficiarului.

4.2. Furnizorul se obliga la îndeplinirea tuturor obligațiilor asumate prin prezentul Contract.

5. RESPONSABILITĂȚILE BENEFICIARULUI

5.1. Beneficiarul va pune la dispoziția Furnizorului la cererea acestuia din urmă toate informațiile necesare organizării Proiectelor.

5.2. Beneficiarul va oferi sprijinul organizatoric necesar realizării acțiunii.

5.3. Beneficiarul își va respecta obligațiile de plată datorate Furnizorului la termenele stipulate în prezentul Contract și în anexele atasate și a eventualelor suplimentare de comandă, agreeate în prealabil de către Beneficiar.

5.4 În cazul în care în urma desfășurării Evenimentului, se produc pagube din vina Beneficiarului locației închiriate sau asupra unor facilități ale complexului închiriat pentru desfășurarea acestuia, Beneficiarul va achita Furnizorului sumele reclamate de către proprietarul locației care a închiriat aceste spații și facilități Furnizorului ca urmare a evaluării acestor pagube și pe baza de documente justificative.

6. APROBARI ȘI AUTORIZĂRI

6.1. Furnizorul garantează Beneficiarului faptul că deține autorizațiile și aprobările necesare pentru prestarea serviciilor asumate pe care le desfășoară în cadrul Evenimentului în locația stipulată în Contract și în anexele acestuia.

3. CONTRACT DURATION

3.1 The Agreement is valid for 2 years from the signing date and can be extended only by an addendum signed by both parties.

3.2 Expiration of the duration of the Contract shall not absolve the Parties of the responsibilities and the fulfillment of the obligations assumed under this Agreement.

PARTIES' DUTIES

4. PROVIDER'S DUTIES

4.1 The Provider is responsible for delivering the full services pack detailed in the attached Annexes for each Project, as per the Beneficiary's requests.

4.2 the Provider is obliged to fulfill all obligations present in this contract.

5. BENEFICIARY'S DUTIES

5.1 Upon the provider request, The Beneficiary will provide all the necessary information for organizing and delivering the Project(s).

5.2 The Beneficiary will provide organizational support needed in completing the Project(s).

5.3 The Beneficiary will make sure his payments duties are done on time, as per the contract and the annexes together with any previously agreed additional expenses.

5.4 In the event that following the occurrence of the Event, damage occurs due to the Beneficiary of the rented location or on the facilities of the rented complex for its deployment, the Beneficiary shall pay to the Supplier the sums claimed by the owner of the location who rented these spaces and facilities to the Supplier as a result of the evaluation of these damages and on the basis of supporting documents.

6. APPROVALS AND AUTHORIZATIONS

6.1 The Supplier warrants to the Beneficiary that he holds the authorizations and approvals necessary for the performance of the services he undertakes within the Event at the location stipulated in the Contract and its annexes.

7. PLATA. MODALITATI DE PLATA. PENALITATI

7.1 Plata **Furnizorului** se va face in baza facturilor fiscale emise de catre acesta dupa semnarea de catre Parti a anexelor aferente fiecarui Proiect.

7.2 Plata pentru fiecare Proiect se va face esalonat, in 2 transe dupa cum urmeaza:

7.2.1 Prima factura, in valoare de 50% din valoarea Proiectului, conform bugetului specificat in anexele aferente, se va achita in termen de maxim 5 zile de la data primirii acesteia, dar nu mai tarziu de 3 zile inainte de data inceperii evenimentului.

In cazul in care Beneficiarul nu plateste factura de avans inainte de data de incepere a Proiectului stipulata in anexa, Furnizorul va adauga o taxa de 3% din valoarea totala a Proiectului constand in cheltuieli financiare (comision finantare si dobanda credit cat si gestionare resurse financiare). Prin adaugarea acestor taxe Furnizorul va asigura platile necesare desfasurarii Proiectului in bune conditii.

7.2.2 In saptamana urmatoare evenimentului, se va elibera a doua factura, in valoare de 50% din valoarea evenimentului plus costurile suplimentare aparute in cazul in care pe durata proiectului apar modificari sau suplimentari din partea Beneficiarului. Aceasta factura va fi achita in termen de 5 zile de la data primirii. Tot atunci va fi eliberata si a doua anexa, ce va include si modificarile sau suplimentarile aparute.

7.3 In cazul intarzierii la plata a facturilor, Beneficiarul va suporta penalitati de:

- 0,2% din valoarea neachitata pentru fiecare zi de intarziere.

7.4 Penalitatile de intarziere nu vor putea depasi valoarea serviciilor si sumelor ramase neachitate.

7. PAYMENT. PAYMENT CONDITIONS. PENALTIES

7.1 The payment will be made based on the invoices issued after every annex is agreed and signed.

7.2 The payment for each Project will be settled in 2 installments as follows:

7.2.1 The first invoice in total value of 50% from the overall budget as per the annexes, will be paid in 5 days after the invoice is received but no later than 3 days before the event.

If the beneficiary doesn't pay the advance invoice before the start date of the Project mentioned in the annex, the Supplier will add a 3% tax of the total value of the project. This tax represents the commission that the Supplier is paying for accessing a credit line, the interests for that credit line and other financial handling expenses. By adding this tax, the Supplier will make the necessary payments for the Project to be delivered as agreed with the Beneficiary.

7.2.2 In the week following the Event, the 2nd invoice will be issued, representing the remaining 50% of the initial total amount plus all supplementary costs (if there are any), together with the 2nd annex. The invoice shall be paid within 5 days after the receiving date.

7.3 In case of any payment delays, the Beneficiary will receive the following penalties:

- 0.2% of the unpaid value for each day of delay.

7.4 Late penalties may not exceed the value of the services and unpaid amounts.

8. RASPUNDEREA CONTRACTUALA

8.1 În cazul în care Organizatorul Evenimentului nu își va respecta obligațiile contractuale, Beneficiarul va avea dreptul de a factura toate daunele directe dovedite.

8.2 În cazul unei pretenții a Beneficiarului referitoare la daune indirecte, Partile vor stabili de comun acord

8. LIABILITY

8.1 If the Event Organizer will fail to comply with his contractual obligations, the Beneficiary will be entitled to invoice all proved direct damages.

8.2 If the Beneficiary makes a claim for indirect damages, the Parties will work together to establish

cuantumul daunelor. In cazul in care Partile nu ajung la un consens, Beneficiarul este indreptatit sa se adreseze instantelor competente din Bucuresti.

the appropriate amount of compensation through mutual agreement. In the event that the Parties are unable to reach a consensus, the Beneficiary reserves the right to seek resolution through the competent courts in Bucharest

9. FORTA MAJORA

9.1 Forta Majora apara de raspundere Partea care o invoca, dar numai in masura si pentru perioada in care Partea este impiedicata sau intarziata sa-si execute obligatia din pricina situatiei de Forta Majora. Fiecare Parte va depune toate diligentele pentru a reduce cat mai mult posibil efectele rezultand din Forta Majora.

9.2 Partea care invoca Forta Majora trebuie sa o notifice celeilalte Parti in termen de 5 zile calendaristice de la aparitie.

9.3 Prin Forta Majora se inteleg toate evenimentele si/sau imprejurarile independente de vointa Partii care o invoca, imprevizibile si de neinlaturat si care, survenind incheierii Contractului, impiedica sau intarzie, total sau partial, indeplinirea obligatiilor izvorand din acesta.

9.4 Aceste evenimente includ, dar nu se limiteaza la razboaie, revolutii, miscari sociale, sau catastrofe naturale, care ar putea obstructiona fiecare dintre Partile contractante in indeplinirea obligatiilor ce ii revin.

10. INCETAREA CONTRACTULUI

10.1 Prezentul contract inceteaza la termenul stipulat in art. 3

10.2 Prezentul contract poate inceta mai devreme de termenul mentionat la art.2 fara indeplinirea vreunei formalitati prealabile si fara interventia unei instante judecatoresti, in urmatoarele situatii:

- cand o Parte este declarata in stare de incapacitate de plati, faliment sau declanseaza procedura de lichidare a societatii;
- cand o Parte ceseaza drepturile si obligatiile izvorate din acest contract fara a avea acordul scris al celeilalte Parti.

10.3 Rezilierea contractului nu va avea nici un efect asupra obligatiilor deja scadente intre Partile contractante. Prevederea anterioara nu inlatura raspunderea Partii care in mod culpabil a cauzat rezilierea Contractului.

10.4 Denuntarea unilaterala a prevederilor prezentului contract este posibila si permisa numai in conditiile transmiterii catre cealalta Parte a unui preaviz cu cel putin 30 de zile inainte de data

9. FORCE MAJEURE

9.1 Force Majeure defends the Party invoking it, but only to the extent and for the period when the Party is prevented or delayed to execute its obligation due to the Force Majeure situation. Each Party shall take all due diligence to reduce as far as possible the effects resulting from Major Force.

9.2 The Party invoking Force Majeure must notify the other Party within 5 calendar days of its appearance.

9.3 Force Majeure means all events and / or circumstances that are independent of the will of the Party to invoke, unforeseeable and unenforceable, and which, occurring in the termination of the Contract, impedes or is delaying, totally or partially, the fulfillment of the obligations arising therefrom.

9.4 These events include, but are not limited to, wars, revolutions, social movements, major changes in legislation or natural disasters, which could obstruct each of the Contracting Parties in meeting their obligations.

10. CONTRACT CANCELLATION

10.1 This Contract shall terminate within the term stipulated in Art. 3

10.2 This contract may terminate earlier than the term referred to in Article 3 without any prior formalities and without the intervention of a court in the following situations:

- when a Party is declared in default of payment, bankrupt or the winding-up procedure of the company is declared.
- when a Party assigns the rights and obligations arising from this Agreement without the written consent of the other Party.

10.3 Termination of the contract will have no effect on obligations already due between the Contracting Parties. The foregoing provision does not remove the liability of the Party that guiltily caused the termination of the Contract.

10.4 Unilateral denunciation of the provisions of this Agreement is only possible and permitted only if the notice is given to the other Party at least 30 days prior to the requested date for the termination of the

solicitata pentru incetarea contractului.

In cazul in care Beneficiarul decide denuntarea prezentului contract care atrage dupa sine si anularea unui Proiect iar pentru acel Proiect, Furnizorul a inceput pregatirea acestuia, Beneficiarul datoreaza Furnizorului acoperirea cheltuielilor suportate de catre Furnizor pana la momentul anularii Proiectului pe baza de documentatie justificativa a respectivelor cheltuieli, precum si a unui tarif de anulare echivalent a 30% din comisionul agentiei asa cum este stipulat in anexa de proiect.

11. LEGEA APLICABILA SI SOLUTIONAREA LITIGIILOR

Acest Contract este conform cu si sub guvernarea legilor romane. Orice disputa intre Parti, care nu poate fi solutionata pe cale amiabila, va fi deferita instantelor de drept comun romane competente.

12. MODIFICAREA CONTRACTULUI

Acest Contract nu va putea fi modificat decat prin act aditional semnat de catre ambele Parti.

13. DISPOZITII FINALE

13.1 Acest Contract este obligatoriu si in beneficiul Partilor contractante, al succesorilor sau reprezentantilor lor, cu conditia, totusi, ca nici una dintre Parti nu va transfera acest Contract sau o parte dintre drepturile si/sau obligatiile sale conform acestui Contract, decat cu consimtamantul scris al celeilalte Parti.

contract.

In the event that the Beneficiary decides to terminate this Agreement which entails the cancellation of a Project and for that Project, the Supplier has begun its preparation, the Beneficiary owes the Supplier to cover the expenses incurred by the Supplier until the moment the Project is canceled on the basis of justifiable documentation of those expenses, and a cancellation fee equivalent to 30% of the Agency's commission as stated in the Project Attachment.

11. APPLICABLE LAW AND SETTLEMENT OF LITIGATIONS

This Agreement is consistent with and under the rule of Roman law. Any dispute between the Parties, which can not be settled amicably, will be referred to the competent Romanian joint law courts.

12. MODIFICATION OF THE CONTRACT

This Agreement may be amended only by an additional act signed by both Parties.

13. FINAL PROVISIONS

13.1 This Agreement is also binding on and for the benefit of the Contracting Parties, their successors or their representatives, provided that none of the Parties will transfer this Agreement or any of its rights and / or obligations under this Agreement except with the written consent of of the other Party.

13.2 Prezentul Contract a fost incheiat la data

13.2 This Agreement was executed on the date

mentionata pe prima pagina, in 2 (doua) exemplare originale, in limbile engleza si romana. În cazul în care orice semnătură este livrată prin fax sau prin e-mail a unui fișier de date în format „.pdf”, o astfel de semnătură va crea o obligație valabilă și obligatorie a părții care execută (sau în numele căreia se execută o astfel de semnătură) cu aceeași forță și efect ca și cum ar fi un original al acesteia.

13.3 In caz de discrepante între versiunea în limba engleza și cea în limba romana a prezentului Contract, versiunea în limba romana va prevala.

FURNIZOR

S.C. UNIVERSUM EVENTS SRL

Reprezentata de
Mihai Cima
Administrator

mentioned on the first page, in 2 (two) original copies, in English and Romanian. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as an original thereof.

13.3 In the event of discrepancies between the English and the Romanian version of this Agreement, the Romanian version shall prevail.

PROVIDER

S.C. UNIVERSUM EVENTS SRL

Duly represented by
Mihai Cima
Administrator

BENEFICIAR

VOX SOLUTIONS GLOBAL LIMITED

Reprezentata de
Stephen Browne
Director



BENEFICIARY

VOX SOLUTIONS GLOBAL LIMITED

Duly represented by
Stephen Browne
Director



Anexa 1- Buget proiect GSMA FASG326 si GSMA 5GMRR#33

Conference	Quantity	Unit	Cost/Unit	Included (I) / Optional (O)	Total	Details
Location						23,406 EUR, VAT excluded
MONDAY						
Diplomat conference room	1	room	2800	0	0	we enter at 7 pm to start the setup so no fee for this day
Lunch & water package	20	people	22	i	440	as they enter in the afternoon, probably just lunch and one coffee
Additional room	1	room	500	i	500	smaller room for the training (max 20 pax U shape - Enescu 1)
Coffee break food & water	20	people	8	o	0	just for the case they will start in the morning
TUESDAY						
Diplomat conference room	1	room	2800	i	2800	
Lunch & water package	70	people	27	i	1890	
Coffee break food & water (first one)	70	people	22	i	1540	
Coffeebreak 2 (afternoon)	70	people	8	i	560	
WEDNESDAY						
Diplomat conference room	1	room	2800	i	2800	
Lunch & water package	70	people	27	i	1890	
Coffee break food & water (first one)	70	people	22	i	1540	
Coffeebreak 2 (afternoon)	70	people	8	i	560	
Additional room	1	room	200	i	200	
Additional water	12	people	3	i	36	
Thursday						
Diplomat conference room	1	room	2800	i	2800	
Lunch & water package	70	people	27	i	1890	
Coffee break food & water (first one)	70	people	22	i	1540	
Coffeebreak 2 (afternoon)	40	people	8	i	320	
Friday						
Regina Maria 1	1	room	700	i	700	
Lunch & water package	40	people	35	i	1400	(daca vrem cu patiserie; doar cu drinks e 25E)
Coffee break food & water (first one)	40	people	22	o	0	
Welcome Setup						3,260 EUR, VAT excluded
Checkin setup - on site badge printing (~130 people, incld. staff)	1	service	1300	i	1300	mounting, demounting & transportation (4 days setup)
Hostesses	7.5	mandays	200	i	1500	we recommend to have 2 hostesses present full day in each event day, as we have 3 checkindays
Outfit for Hostesses	4	tshirts	15	i	60	for hostess and tech team
Personalized lanyards for badges	130	service	2	i	260	
Give aways	70	service	2	i	140	just a bag for flyers
Technical Setup						33,483 EUR, VAT excluded
Stage structure	1	setup	3216	i	3216	
Sound	1	setup	2080	i	2080	
Lights	1	setup	5110	i	5110	
Live transmission & video equipment	1	setup	9420	i	9420	
Power supply and electricity	1	setup	840	i	840	
Front of House (regie)	1	setup	2900	i	2900	
Technical crew (monting, operating dismounting)	1	setup	13250	i	13250	
Tech transport	1	setup	800	i	800	
Discount from tech supplier (see offer)					-4133	plus he invoiced only 2 days instead of 4
Internet connection	1	setup	1300	o	0	
Networking evening						3,010 EUR, VAT excluded
Athene Palace Intercontinental						
Location rental	1	day	0	i	0	we will use the conference room (!!! Cabeling for conference might be complicated to remove)
Catering	70	pax	43	i	3010	we can choose one of their packages
Live band	1	band	3000	o	0	we strongly recommend to have an instrumental live acousting band
Design & Video materials						1,900 EUR, VAT excluded
Design Pitch PDF presentation	5	manhours	40	i	200	
Design Roll-ups	2	manhours	40	o	0	estimate
Stage backdrop	4	manhours	40	i	160	estimate
Sponsorship material	4	manhours	40	i	160	estimate
Speaker intro slide	5	manhours	40	o	0	
Event mood animation - loop (naming, sponsors, atmosphere)	14	manhours	50	i	700	for both events
Checkin backdrop	2	manhours	40	i	80	
Animation & design of live event & trasmission cover	6	manhours	50	i	300	
Animation stock footage	1	pack	300	i	300	
Branding & Production						3,000 EUR, VAT excluded
Checkin wall	1	setup	500	i	500	
Stage backdrop	1	setup	3000	o	0	
On location branding	1	pack	2500	i	2500	we still need to produce it, transport, mount dismount
Project management						7,730 EUR, VAT excluded
Pitching process	24	manhours	45	i	1080	
Project management implementation	50	manhours	55	i	2750	estimate
Event days team						
Senior Event Manager	30	manhours	55	i	1650	estimate
Event executive	30	manhours	40	i	1200	estimate
Logistic people	7	mandays	150	i	1050	(2 Monday & Friday, 1 Tuesday, Wed, Thursday)
Agency fee (8%) - discounted from 10%						5,293 EUR, VAT excluded
TOTAL						81,082 EUR, VAT excluded