

## GENERAL TERM AND CONDITIONS

Congress by design bv., having its office at 3481 XC Harmelen, Kloosterweg 6C, and registered in the register of the Chamber of Commerce Amsterdam under registration number 52474887, employs the general terms and conditions for congress organization offices of "Het Erkende Congresbedrijf".

### Article 1: Definitions

In these general terms and conditions the following words shall have the following meanings:

1. **the professional congress organizer:** the company that is responsible for the professional organization of congresses, meetings, courses and other gatherings for other than private individuals, which are focused on the transfer or exchange of information.
2. **the client:** the body that enters into a contract with the organizer in connection with the execution of activities as referred to under a. for the benefit the client:
3. **the meeting:** the congress, the meeting, course or other gathering organized by the professional congress organizer.

### Article 2: Scope

1. These general terms and conditions are applicable to all contracts between the professional congress organizer and the client with respect to the organization of congresses, meetings, courses, and other gatherings.
2. In the event of contradictions between these general terms and conditions and any other conditions that may also be applicable preference shall be given to these general terms and conditions.

### Article 3: Conclusion of the contract

1. The professional congress organizer has the right to request a fee from the client for drawing up a quotation. All quotations submitted by the professional congress organizer are without obligation with respect to the period for acceptance, unless such a period is included in the quotation.
2. The contract between the professional congress organizer and the client may be concluded in parts. The (sub) contract is concluded when the content of the agreements between the parties has been confirmed in writing and sent to the client. In the event that the additional services are described in an appendix then the appendix is deemed to constitute part of the contract – and should the appendix be concluded later, with immediate effect.
3. Amounts that are stated in the documents drawn up by the professional congress organizer are exclusive of VAT, unless otherwise indicated.

### Article 4: The contents of the quotation and the contract

The quotation and the contract shall at least contain the following:

- the name of the client;
- the starting and finishing date of the meeting;
- a description of the commission and the activities to be carried out by the professional congress organizer within the scope of this commission;
- the estimated costs involved in the execution of the contract;
- the amount of the security deposit, where relevant;
- the applicability of these general terms and conditions;
- any special conditions;
- a description of goods and services to be supplied by third parties;
- Instalments and method of payment.

### Article 5: Amendments and additions

1. Amendments or additions to the content of the contract, including the applicable general terms and conditions, are only effective when they have been laid down in writing between the professional congress organizer and the client.
2. Additional work and budget overruns will be submitted to the client as soon as they are foreseeable. Obviously endeavours will be made to avoid these whenever possible. The costs of these will be borne by the client, unless explicitly stated otherwise in writing.

### Article 6: Indirect representation

For so far the professional congress organizer makes use of services from third parties within the scope of the execution of the commission then these services shall always be on behalf of, and chargeable to, the client. In the event that the professional congress organizer should make use of personnel, services or goods from third parties in connection with the execution of the

contract in its own name and at its own expense, then the client shall indemnify the professional congress organizer with respect to the payment of the consideration owed to the third party.

#### Article 7: Payment

1. Payment of the invoices submitted by the professional congress organizer should take place within the agreed period(s), but in any case no later than thirty days from the date of invoice.
2. As soon as the period as indicated in the first paragraph has been exceeded the client is in default, after which the client also owes 1% interest per month or part of a month on the complete amount stated in the invoice. The client shall also pay all extrajudicial costs incurred in the collection of the overdue payments. These costs are calculated in accordance with the collection charges as shown below:
  - on the first Euro 10.000 15%
  - on the excess to Euro 20.000 10%
  - on the excess to Euro 40.000 8%
  - on the excess to Euro 80.000 5%
  - on the excess above Euro 160.000 3%
3. Moreover the client shall pay all the costs of the proceedings, as well as the associated costs for legal assistance.
4. Payments made by the client shall first be used to contribute towards all costs owed by the client, then the interest owed, and finally for the payment of the outstanding invoices that have been outstanding for the longest period of time, even when the client indicates that the payment is with respect to a later invoice.
5. Without prejudice to the provisions referred to in the previous paragraphs the professional congress organizer is entitled to claim full compensation from the client in the event that the client should not fulfil all his obligations under the contract.

#### Article 8: Cancellation

1. The client shall make notification of full or partial cancellation of the contract by means of registered letter. The cancellation charges will be determined on the basis of the date on which the professional congress organizer receives the registered letter.
2. Without prejudice to the provisions referred to in paragraph 3 of this article the following will be applicable to the calculation of the cancellation charges with respect to that part of the costs that are not covered by the provisions of 8.3:

$$\text{cancellation charges} = \frac{\text{amount}}{\text{months}} \times 0.6$$

In which the amount of the total incomes of the conference organization agency is connected to the realization of the agreement which does not fall to the benefit of the client, exclusive of the costs arising from the third paragraph of this article, and the months will be the number of months prior to the date on which the meeting would have begun.

3. In the event that the professional congress organizer has involved personnel, services or goods from third parties or has temporarily engaged personnel for the execution of the contract, then on the partial or full cancellation of the contract the client shall also be required to pay - in addition to the amount due in accordance with 8.2 - the cancellation costs or compensation or other amounts (such as salaries) that the professional congress organizer owes to those third parties.
4. Should the client cancel the contract then in addition to the amounts due in accordance with the provisions in paragraphs 2 and 3 the client shall also owe the professional congress organizer an amount to cover administrative costs. These administrative costs amount to 5% of the contracted sum.

#### Article 9: Suspension and dissolution

1. Should the client fail to fulfil any payment obligation with respect to the professional congress organizer, or should the professional congress organizer reasonably expect that the client shall fail to fulfil any payment obligation with respect to the professional congress organizer, then the professional congress organizer has the right to:
  - demand security from the client with respect to the external costs for all current contracts;
  - suspend the obligations arising from the contract with the client – both those pertaining to the failure to fulfil the payment obligations, as well as all other contracts between the professional congress organizer and the client –without prejudice to the right to simultaneously demand security for the payments;
  - dissolve, either partially or in full, the contract concerned, this with immediate effect and without judicial intervention.
2. The professional congress organizer also has the right to dissolve the contract with immediate effect should it become

clear to the professional congress organizer after the conclusion of the contract that the meeting may be accompanied by damage to the property of the professional congress organizer, or injury to persons, or should it be expected that there will be a disturbance of the public order.

#### **Article 10: Force majeure**

1. In these general terms and conditions force majeure on the part of the professional congress organizer is understood to be a circumstance independent from the will of the professional congress organizer – even if this could already have been foreseen at the time the contract was concluded – that temporarily or permanently hinders fulfilment of the contract, as well as, in so far as these are not already included, war, threat of war, civil war, riots, industrial action, fire and other severe disruptions to the company of the professional congress organizer, as well as the impossibility of fulfilling the contract as a result of shortcomings of persons and/or companies called in by the professional congress organizer in order to execute the contract. In the event that the execution of the contract is hindered as a result of force majeure then the professional congress organizer has the right, without judicial intervention, to either suspend the execution of the contract, or to dissolve the contract either completely or in part, without being obliged to any compensation.
2. Should the professional congress organizer already have partially complied with its obligations on the occurrence of force majeure, or should it only be able to partially comply with its obligations, then the professional congress organizer has the right to invoice the client separately for the partial delivery or the delivery yet to be made, and the client is obliged to pay this invoice.
3. The client shall in any case not be able to invoke force majeure on his part in the event that (an) important speaker(s) do(es) not appear, or the number of visitors or participants fall far short of expectations, or comparable circumstances.

#### **Article 11: Liability**

1. The professional congress organizer shall endeavour, to the best of its ability, to be of service to the client.
2. When the contract is executed by third parties the professional congress organizer is not liable for damage as a result of any (power) failures or the poor operation of the services that have been made available, or caused by rooms or halls used in the execution of the contract being or becoming unsuitable for use. In all circumstances the liability of the professional congress organizer shall not extend beyond the provision of the equipment and the personnel needed to repeat the agreed activities, when possible, at another date. The client should lodge a claim directly with the third party that in the assessment of the professional congress organizer has failed in the performance of the execution of its obligations.
3. The professional congress organizer shall exercise great care with the material entrusted to it, such as videotapes, films, documents and other material. However the professional congress organizer disclaims every liability for damage to or the loss of materials made available to it for any reason whatsoever, except in cases of intent or gross negligence. In situations in which valuable or irreplaceable goods are to be used the client is obliged to take out and maintain insurance for these goods, the costs of which will be borne by the client.
4. The client shall fully compensate the professional congress organizer for all damage to goods and injury to persons incurred by the professional congress organizer and the personnel of the professional congress organizer or its contractors as a result of, or caused by, actions on the part of the client, the client's personnel or by other persons for the benefit of whom the client has concluded the contract with the professional congress organizer.
5. The client indemnifies the professional congress organizer against claims from third parties in connection with infringements of copyright and/or industrial property rights as a result of services provided by the professional congress organizer for the benefit of the client.

#### **Article 12: The provision of information**

The client is obliged to ensure the timely supply to the professional congress organizer of all (additional) information that could reasonably be expected to be of importance in connection with the execution of the contract.

#### **Article 13: Technical equipment**

The professional congress organizer cannot be held liable for technical defects to, or the incorrect operation of, audio-visual equipment supplied by third parties, this also including stands, lighting, decorations, and décor items.

#### **Article 14: Permits**

The client should apply for all permits in relation to the meeting. The client will bear the costs for the application for, and retention of, the permit(s).

**Article 15: Confidentiality**

1. Both partners undertake to observe confidentiality with respect to the information that could cause damage to the client or the client's contacts if this information were to become known to third parties.
2. Addresses made available to each other by the professional congress organizer and the client for mailings and promotional purposes are only made available for the execution of the contract, unless explicitly agreed otherwise. The addresses of the participants will be placed at the disposal of both parties.

**Article 16: Performing rights**

The client will personally ensure for the acquisition of the performing rights, and for the payment of all the accompanying and associated costs.

**Article 17: Disputes**

1. All disputes in respect of a contract to which either all or part of these general terms and conditions are applicable, or in connection with further agreements that arise from such a contract, shall be submitted in writing to the Klachtencommissie (Complaints Committee) of the Stichting Uitvoering Erkenningsregeling VNC for a binding opinion. Should one of the parties not be able to concur with the decision reached by the Klachtencommissie then that party may lodge an appeal with the Commissie van Beroep (Appeals Committee). Copies of the regulations of the Klachtencommissie and the Commissie van Beroep may be obtained from the secretariat of the Stichting Uitvoering Erkenningsregeling Vereniging Nederlandse Congressbelangen.
2. Notwithstanding the provisions of the previous paragraph, the parties may also take a dispute to an ordinary court.

**Article 18: Applicable law**

All contracts between the client and the professional congress organizer shall be governed by the laws of the Netherlands.

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Deposited at Chamber of Amsterdam.