

## GENERAL TERMS AND CONDITIONS

Congress by design B.V., having its offices at 3481 XC Harmelen, Kloosterweg 6C, registered in the register of the Chamber of Commerce Amsterdam under registration number 52474887, employs the following general terms and conditions.

### Article 1: Definitions

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

1. **the professional congress organizer:** the entrepreneur that organizes for others than private persons in a professional manner congresses, meetings, courses and other gatherings, which are focused on the transfer or exchange of information.
2. **the client:** the one with whom the professional congress organizer has entered into an agreement to execute the activities as referred to under 1.1 above.
3. **the meeting:** the congress, the meeting, course or other gathering, which is organized by the professional congress organizer.

### Article 2: Applicability

1. These general terms and conditions are applicable to all agreements between the professional congress organizer and the client. The professional congress organizer is entitled to unilaterally amend these general terms and conditions. The new general terms and conditions take effect two weeks after the client has been informed in writing.
2. If, in addition to these general terms and conditions, other conditions apply, firstly the individually agreed upon terms and then these general terms and conditions shall prevail in cases of discrepancy.
3. The Dutch version of these general terms and conditions will prevail in case of discrepancy.

### Article 3: Realization of the agreement

1. The professional congress organizer has the right to request a fee from the client for laying down a quotation. All quotations submitted by the professional congress organizer are without obligation with respect to the deadline for acceptance, unless such deadline is included in the quotation.
2. The agreement between the professional congress organizer and the client may be agreed upon in parts. The (sub) contract is concluded when what has been agreed between the parties is confirmed in writing. In the event the supplemental services are described in an appendix then the appendix is deemed to constitute part of the agreement, with immediate effect if it is realized at a later time.
3. Amounts, which are stated in the documents laid down by the professional congress organizer, are exclusive of VAT, unless otherwise indicated.

### Article 4: Content of the quotation and the agreement

In the quotation/agreement the following shall be recorded as a minimum:

- name of the client;
- the starting date and finish date of the meeting;
- 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 related to the execution of the agreement;
- the height of a possible security deposit;
- the applicability of these general terms and conditions;
- any special conditions;
- description of goods and services to be obtained from third parties;
- instalments and method of payment.

**Article 5: Amendments and additions**

1. Amendments or additions to the content of the agreement, excluding amendments or additions to 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, endeavors will be made to avoid such overruns whenever possible. They will be borne by the client, unless explicitly agreed otherwise in writing.

**Article 6: Indirect representation**

To the extent the professional congress organizer makes use of services of third parties within the scope of the execution of the commission, the professional congress organizer shall always do so in the name of, and chargeable to, the client. In the event the professional congress organizer makes use of personnel, services or goods from third parties in connection with the execution of the agreement in its own name and at its own expense, the client indemnifies the professional congress organizer with respect to the compensation 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 time period(s), but in any case, no later than thirty days from the date of invoice.
2. As soon as the time period mentioned in the first paragraph has been surpassed, the client is without further notice in default, after which the client owes an interest of 2% per month or part of a month on the total amount of the invoice. The client shall also owe all extrajudicial costs related to collection of the payment. These costs are calculated in conformity with the 'Besluit Buitengerechtigde Incassokosten' (BIK).
3. In addition the client is indebted all legal costs such as, but not limited to costs for juridical assistance and court fees.
4. Payments made by the client shall first be deducted from all costs owed by the client, then from the interest owed, and finally from the outstanding invoices that have been outstanding for the longest period of time, even when the client states that the payment is made with respect to a later invoice.
5. Without prejudice to the provisions referred to in the preceding paragraphs, the professional congress organizer is entitled to also claim full compensation from the client in the event the client does not fulfil all obligations under the agreement.

**Article 8: Change of the format of the meeting (physical / digital / hybrid)**

1. In the event that, for whatever reason, the meeting cannot take place at the appointed date and/or physically on location and/or the client decides to change the date and/or format of the meeting, the parties will endeavor to let the meeting in whole or in part at a new date and/or (also) take place digitally. For the purpose of the meeting in amended form/at a new date, there will also be exclusive cooperation with the conference organization office (and partners).
2. The parties will consult with each other in order to assess which hours and activities already included in the budget can be used for the meeting in amended form/at a new date, any additional work and budget overruns.
3. Unless the parties agree otherwise, a change in the form/date of the meeting does not lead to a reduction of the (financial) obligations entered into by the client towards the professional congress organizer.

**Article 9: Cancellation**

1. In case the client wishes to fully or partially cancel the agreement, the client will inform the professional congress organizer in writing with prove of receipt (digital communication is in this respect excluded) . The cancellation charges will be determined on the basis of the date of receipt of the registered letter by the professional congress organizer.

2. In the event of cancellation, the client will owe a fee for the work performed and services provided by the professional congress organizer up to that point, regardless of whether the client has benefited from this work.

3. Without prejudice to the provisions of the rest of this article, in case of cancellation, the client owes a cancellation fee. This cancellation fee is calculated over the total sum of the activities and services to be performed by the professional congress organizer.

The amount of the cancellation fee is determined according to the following:

- Cancellation >24 months before the start of the meeting: 10%
- Cancellation 24-12 months before the meeting: 20%
- Cancellation 12-6 months before the start of the meeting: 40%
- Cancellation 6-1 months before the meeting: 60%
- Cancellation <1 month before the start of the meeting: 100%

4. The total of the fees as referred to in 8.2 and 8.3 will not amount to more than the maximum amount owed by the client based on the agreement.

5. If the client cancels an agreement, in total or in part, and if personnel, services or goods are obtained from third parties or temporary personnel has been hired for the execution of the agreement, the client shall be obliged to pay the costs of cancellation, indemnifications or other amounts (such as salaries) - in addition to the amount due in accordance with paragraph 9.2 and 9.3 - which the professional congress organizer will owe to those third parties.

6. In the case the client cancels the agreement, the client also owes the professional congress organizer administrative costs, in addition to the amounts previously mentioned. These administrative costs amount to 5% of the total contracted sum.

#### **Article 10: Suspension and dissolution**

1. Should the client fall short to fulfil any payment obligation towards the professional congress organizer, or should the professional congress organizer reasonably expect that the client will fall short to fulfil any payment obligation towards the professional congress organizer, the professional congress organizer has the right:

- To demand warranty from the client with respect to the external costs for all current agreements;
- To suspend the obligations arising from the agreement with the client – both the agreement pertaining to the shortfall in payment obligations, as well as all other agreements between the professional congress organizer and the client – without prejudice to the right to simultaneously demand warranty for the payment;
- To dissolve without judicial intervention the agreement concerned, in part or in full, with immediate effect.

2. Furthermore, the professional congress organizer has the right to dissolve the agreement with immediate effect if it becomes clear to the professional congress organizer after closing of the agreement that during the meeting damage can occur to belongings of the professional congress organizer or to individuals, or if it is to be expected that there will be civil disorder.

3. In the event of suspension or dissolution of the agreement on the basis of the provisions of article 10, the professional congress organizer is not liable for costs or damage in any form whatsoever incurred by the client or third parties.

#### **Article 11: Force majeure**

1. In these general terms and conditions force majeure on the part of the professional congress organizer is understood to be any circumstance independent from the will of the professional congress organizer – even if this could already have been foreseen at the time the agreement was concluded – which temporarily or permanently hinders fulfilment of the agreement, as well as, as far these are not already included, terrorism, war, threat of war, civil war, riots, pandemic/epidemic strike, fire and other severe disruptions of the business of the professional congress organizer, as well as the impossibility to fulfil the agreements as a result of shortcomings of individuals and/or

businesses hired by the professional congress organizer for the execution of the agreement. In the event the execution of the agreement is hindered as the result of force majeure the professional congress organizer has the right to, without judicial intervention, either suspend execution of the agreement, or to dissolve the agreement, in whole or in part, without being obliged to any compensation.

2. In case the professional congress organizer has already partially complied with its obligations at the beginning of the force majeure or is able to comply only partially with its obligations, the professional congress organizer has the right to separately invoice what has actually been delivered or the deliverable part and the client is obliged to pay such invoice.

3. The client shall in no case be able to invoke force majeure on his part in the event the circumstances were foreseeable at the time the agreement was concluded, an important speaker does not, or important speakers do not show up, or the number of visitors or participants fall strongly short of expectations, or similar circumstances.

#### **Article 12: Liability**

1. The professional congress organizer shall endeavor, to the best of its ability, to serve the client.

2. The professional congress organizer will never be liable for damage sustained by the client as a result of, or in regard to the agreement and/or the services, except in the case of gross negligence or intent on the part of the professional congress organizer. In the latter case, the professional congress organizer will solely be liable for direct damages. The amount of damages to be compensated by the professional congress organizer shall in any case be limited to the amount paid out by his insurer or the amount invoiced to the client for services performed.

3. The professional congress organizer will never be liable for indirect damage (consequential damage) including, but not limited to, loss of profit and/or loss suffered, loss of revenue, delay damage and/or personal injury or damage.

4. Any liability of the professional congress organizer for damage suffered by third parties and damage caused by assistants or third parties called in by the professional congress organizer is explicitly excluded.

5. The professional congress organizer is also not liable for damage as a result of (power) failure, the malfunctioning of services made available by third parties, the malfunctioning or unsuitability of digital environments, (digital) tools, software, meeting rooms or spaces used in the execution of the agreement, which are, or become inadequate. If and insofar as the professional congress organizer is liable, its liability will not go beyond the obligation to make every effort to make the equipment and the necessary personnel available again at a different time to perform the agreed activities again, if possible. The client himself shall appeal directly to the third party, which in the opinion of the professional congress organizer has failed in the performance of its obligations.

6. The professional congress organizer shall exercise great care with the materials it is entrusted, such as digital content, videotapes, films, documents and other materials. However, the professional congress organizer excludes every liability for damage to or the loss of materials made available, for any reason whatsoever, except in cases of intent or gross negligence. In cases in which valuable or irreplaceable goods are to be used, the client is obliged to take out and maintain insurance for such goods.

7. The client is liable for all damage arising from or related to all that is made available by him, for example in the case of viruses / malware or inadequate materials.

8. The client shall fully compensate the professional congress organizer for all damage to goods and individuals which might be sustained by the professional congress organizer, personnel of the professional congress organizer or its contractors as a result of, or caused by, acts on the part of the client, the client's personnel or by other individuals for the purposes of whom the client has concluded the agreement with the professional congress organizer.

9. 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 purposes of the client.

**Article 13: Supply of information**

The client is obliged to timely supply the professional congress organizer with all (supplemental) information, which can reasonably be expected to be of importance in connection with the execution of the agreement.

**Article 14: Technical equipment**

The professional congress organizer is not liable for (technical) defects or faulty performance of which is supplied by third parties, such as (digital) infrastructure, hardware, software and support, audio-visual equipment, stands, lightening, decorations, and decor pieces.

**Article 15: Permits**

The client is responsible for the application for all permits related to the meeting. The client bears the costs of application and/or maintenance of the permit(s).

**Article 16: Confidentiality**

1. Both parties undertake to observe confidentiality with respect to data that could cause damage to the parties or their relations if such data become known to third parties, under penalty of compensation of the damage including costs incurred.
2. Addresses made available to each other by the professional congress organizer and the client for mailings and promotional purposes are only available for the execution of the agreement, unless explicitly agreed otherwise. Both parties will get the addresses of the participants at their disposal.

**Article 17: Performance rights**

The client himself will take care of the acquisition of performance rights, and for payment of the associated costs and all the accompanying costs.

**Article 18: Disputes**

1. All disputes in respect of an agreement to which these general terms and conditions, in whole or in part, apply, or in consequence of supplemental agreements which arise from such an agreement, shall be submitted in writing to the 'Klachtencommissie' (complaints committee) of 'Stichting Uitvoering Erkenningsregeling VNC' for binding advice. If one of the parties cannot concur with the decision of the 'Klachtencommissie' that party may file a notice of appeal with the 'Commissie van Beroep' (Appeals Committee). A copy of the code of the 'Klachtencommissie' and the 'Commissie van Beroep' may be obtained from the secretariat of 'Stichting Uitvoering Erkenningsregeling Vereniging Nederlandse Congressbelangen'.
2. Notwithstanding the provisions of the previous paragraph, the parties may submit the dispute to the competent court in Amsterdam.

**Article 19: Applicable law**

1. Any agreement between the client and the professional congress organizer shall solely be governed by the laws of the Netherlands.
2. Applicability of the Vienna Sales Convention or any other international agreement is explicitly excluded.
3. Solely the competent court in Amsterdam is qualified to deal with disputes between client and professional congress organizer and to settle such disputes.

Thus adopted on October 20, 2020

Deposited at Chamber of Commerce Amsterdam.