

STANDARD TERMS AND CONDITIONS OF DELIVERY TO RAI AMSTERDAM B.V.

We are RAI Amsterdam B.V. (**RAI**), the largest facilitator and organiser of events in the Netherlands. As our aim is to arrange events of the highest quality, it is crucially important that the manner in which products and services are delivered by a supplier should never impede our operations or adversely affect how an event is experienced. These Standard Terms and Conditions of Delivery to RAI (below: the Standard Terms and Conditions) are intended in particular to safeguard these interests. This means that we expect suppliers to deliver us high quality products and services on time and at competitive rates.

1. Definitions

The following terms and expressions are defined as follows in these Standard Terms and Conditions:

Standard Terms and Conditions:	These standard terms and conditions of delivery, which are applicable to all deliveries by all suppliers to RAI.
Convention Centre:	The entire RAI complex at Europaboulevard 24, Amsterdam, including all land, buildings and other structures.
Stakeholders:	All those involved in an Event, such as participants, hirers, exhibitors, organisers, sponsors and visitors as well as contractors, clients and suppliers of RAI.
Services:	The services you have agreed to provide to RAI, including all related acts, performances, activities and tools and materials which are necessary in order to render such services correctly and completely.
Event:	The conference, trade fair, exhibition, presentation, meeting or other event organised either in the Convention Centre by RAI or a third party or elsewhere by RAI.
Contract:	Each contract which you conclude with RAI, including all annexes and special and standard terms and conditions referred to in the contract.
Products:	The products and materials which you have agreed with RAI to supply or make available to RAI, including parts, packaging, certificates, manuals, construction drawings and documentation.
RAI:	RAI Amsterdam B.V., which has its registered office at Europaplein 24, Amsterdam, (trade register number 34192575).
RAI Regulations:	The regulations referred to in Article 15 below, which, together with these Standard Terms and Conditions, form part of the Contract.
you/your:	The contracting party, seller, supplier, rental firm, contractor or other entity with which RAI concludes or intends to conclude a Contract.

Your Personnel: All persons and entities used by you in performing a Contract, including your employees, self-employed persons (without employees) hired by you, subcontractors, personnel of your subcontractors and self-employed persons (without employees) hired by your subcontractors, regardless of the location from which they perform their/your activities.

All possible variations in the grammatical form of these defined terms refer back to the definitions given here.

2. Applicability

- 2.1. These Standard Terms and Conditions are applicable to all present and future quotations, tenders and Contracts and other legal relationships between you and RAI. Departures from and/or additions to these Standard Terms and Conditions may only be agreed in writing.
- 2.2. Your standard terms and conditions and any other standard terms and conditions (e.g. the Uniform Administrative Conditions for the Execution of Works / UAV) are not applicable.

3. Conclusion of and changes and additions to the Contract

- 3.1. A binding Contract is concluded once it has been confirmed by RAI by means of a Purchase Order (PO). If no PO has been issued, the Contract will be deemed to have been concluded at the moment when it is confirmed by RAI.
- 3.2. If you submit a quotation for the performance of two or more assignments, that quotation will be a binding offer which is valid for a year and which RAI may accept as often as it wishes during that year.
- 3.3. Changes and additions to the Contract must always be agreed in writing. 'In writing' is deemed to include communication by email, provided that this is done by the RAI employee authorised to amend the Contract. This power is exercised at your risk.

4. Timely delivery and collection

- 4.1. RAI assumes that your delivery is correct and fulfils the relevant requirements. RAI is under no obligation to check a delivery. If RAI discovers a defect in your delivery when starting to use what has been delivered and then complains about the defect within a reasonable period, the complaint will be deemed to have been made in good time.

If you deliver for an Event, the following applies:

- 4.2. *THE SHOW MUST GO ON.* An Event consists of a great many interrelated parts and activities. The orderly, timely and correct delivery of Products and performance of Services is therefore essential for the success of the Event as a whole. This is why failure to make delivery by a delivery date always constitutes contractual default. Whatever happens, we need your Product or Service or a replacement of equivalent quality. And we need it on time.
- 4.3. The basic conditions for our Events are quality, hospitality and safety. Visitors must be given a hospitable reception, get their money's worth and be able to move around safely at the Event. You warrant that your delivery meets these basic conditions.
- 4.4. A defect is often only discovered at an Event when we or a Stakeholder start to use your Product or Service. This may be just before or during the Event. At that time, the customer and/or RAI will complain and we will notify you of the defect. Depending on the extent to which Event (or part of the Event) is dependent on your Product or Service, you must ensure that you repair the defect or provide a replacement Product or Service within a suitable period of time, even if that entails relatively high costs for you, and always as far as possible in consultation with RAI. If the Event (or part of the Event) depends on your Product or Service, a suitable period of time is deemed to be immediately. In most other cases a suitable period of time is deemed to be quickly. You must ensure that you can comply with this,

for example by having replacement Products or Services ready in the vicinity of RAI.

If you are unable (or likely to be unable) to provide replacements in time, RAI will purchase Products and/or Services at your expense. This does not affect your liability for any other loss or damage.

- 4.5. The complaint system described above also applies to the timely delivery and timely removal of material (including Products) that you use for the performance of the Contract: we will notice if Products and other material are not yet present or are in the way, as the case may be. We will then notify you immediately. Material that you are using or have used in the performance of a Contract must be removed by the agreed time. As events are often held back to back, we operate to a tight schedule. If you have not removed your material in time, you may still be given an opportunity to remove it yourself. If that is no longer possible, or if you still do not arrive on time, you must inform RAI immediately and RAI will have the right to remove and store your material at your expense and risk, even if we do not have the correct equipment for this purpose.
- 4.6. During Events, Stakeholders often ask for additional Products or Services or otherwise make requests that require your services to be flexible. You must do whatever is reasonable to ensure that you are able to provide such flexibility by making extra, reduced or different deliveries in response to such requests.

5. Quality and conformity

- 5.1. We are ISO-certified (ISO-9001: 2015 (quality management and customers); ISO-14001: 2015 (environmental management and legislation); OSHAS-18001: 2007 (occupational health and safety management and legislation)). You, your Personnel and your Products and Services must also at least meet this level of quality and comply with all applicable legislation, regulations and certification requirements, including for quality, environment, safety, health and expertise. They must also all comply with the RAI Regulations (see also Article 15).
- 5.2. RAI is under no obligation to check your Products and Services.
- 5.3. RAI is entitled to assume that your Products and Services:
 - a) possess or surpass the expected and defined properties;
 - b) are good, safe and ready for use;
 - c) are accompanied by the appropriate documentation; and
 - d) have been packaged as agreed and in packaging that is not harmful to the environment.Before delivery you will inspect the Products and Services to ensure compliance.
- 5.4. You must arrange at your own expense and risk for any necessary permits, licences, approvals and exemptions to be applied for and obtained in good time, and you warrant that the relevant regulations are strictly complied with, without your receiving additional remuneration for this.
- 5.5. Subject to any proof to the contrary from you, a defect in your delivery is deemed to be a consequence of a defect in the Product or Service which is at your risk. This also applies if RAI should reasonably have discovered or reported defects at the time of delivery, as stipulated, for example, in Article 758 of Book 7 of the Dutch Civil Code.
- 5.6. Before concluding a Contract with RAI, you must assess the things provided by RAI, including the land, buildings and information, to ensure that they are suitable for your Products or Services. If, after the conclusion of the Contract, these things provided by RAI prove to be unsuitable for its performance, this will be at your risk.
- 5.7. You must ensure that RAI knows whether and, if so, how your Products should be maintained, and, upon delivery, you must provide RAI with the documentation and support required for this purpose.
- 5.8. At RAI's request, you will properly maintain the Products supplied by you or engage a competent party to carry out the maintenance for you when this is necessary or RAI makes a reasonable request for this. You must also notify RAI when maintenance is necessary.

- 5.9. You must ensure that you have sufficient spare parts for your Products during the period that RAI uses your Products and may expect to be able to use such spare parts. Moreover, where RAI purchases a Product, you must ensure that RAI can purchase the same Product again for at least the next three years.
- 5.10. You must arrange at your expense and risk for the disposal of packaging materials and other waste generated by your Products or Services.
- 5.11. RAI operates a quality control system. If you regularly deliver Products or Services to RAI, we will regularly consult with you about the progress and quality of your deliveries and our working relationship with you. Upon request, you will do whatever is reasonable to participate actively in such consultations and the systems that RAI uses for this purpose or develops in the future.

6. Delivering to and collecting from the Convention Centre

- 6.1. Before you start to perform the Contract you must acquaint yourself with the circumstances and logistical possibilities of the Convention Centre where the Services are to be provided or Products are to be delivered. You can find this in the RAI Facilities Regulations (Accommodatiereglement) at www.rai.nl (see also Article 15).
- 6.2. You must ensure that you are familiar with the delivery location at the Convention Centre and know how, in what quantities and in what packaging you must deliver and provide Products, Services and persons, and then collect, take away and remove them again. You can always get in touch with your RAI contact for this purpose. The specific properties of the Convention Centre and accessibility on specific dates in connection with Events or activities in the Convention Centre are matters which are at your risk. For example, lorries driven at the Convention Centre must fulfil certain requirements, such as a maximum turning circle, height and length. As parts of the Convention Centre are hard to reach or dated, you must ascertain beforehand whether there are special circumstances (e.g. presence of asbestos or the construction or dismantling of Events).
- 6.3. At certain Events, RAI may specify logistics conditions and procedures for delivery and collection, for example the use of buffer zones outside the Convention Centre where Suppliers must remain until there is room to allow them to carry out their work in the Convention Centre. Such logistics conditions may never result in additional costs.
- 6.4. You must ensure that the preparation and execution of your work and the removal of your materials do not obstruct or disrupt the Events and the activities of RAI and Stakeholders.
- 6.5. Delivery must be made Duty Paid (DDP) at the agreed delivery location and time (INCOTERMS). You must carry out the loading and unloading yourself in the manner and at the time agreed in advance with RAI. Loading and unloading must be done manually, unless you have permission from RAI to use mechanical equipment. Loading and unloading may be carried out mechanically without permission only through RAI's current logistics service provider, whom you must engage for this purpose.
- 6.6. Where things have to be constructed and dismantled, you must do the work yourself. In some situations you must use the RAI's logistics service provider.
- 6.7. When there is a change in the delivery or collection time, you must notify us without delay. This will not exculpate you, but it may possibly mitigate the loss or damage.
- 6.8. Every delivery of Products must be accompanied by a visible packing slip and transport slip.
- 6.9. At your request, the RAI employee who receives your delivery will sign a receipt that serves as proof of the time of receipt, but not as proof that the delivery is otherwise satisfactory. Subject to proof to the contrary supplied by you, the proof of delivery is constituted, in the following order, by: (i) a signed receipt as referred to above, (ii) RAI's record of delivery.

7. Price, invoicing and payment

- 7.1. All prices must be quoted in euros, exclusive of VAT.
- 7.2. The price for the agreed Products and/or Services is the price for the end result and includes all parts of the delivery. You must include in the price all elements required for the end result.

Where you should foresee that items not included in the price may occur, you must notify them to RAI in writing before the conclusion of the Contract and also give an indication of the price.

- 7.3. You are responsible for all costs incurred in providing a proof of concept (PoC), even in the case of a tender.
- 7.4. You must not charge RAI a higher price than you charge to other buyers or offer other buyers lower discounts for Products or Services that are comparable in nature, scope and circumstances.
- 7.5. You must send your invoice digitally to: crediteuren@rai.nl.
If this is not possible, you must send the invoice to the address below:
RAI Amsterdam B.V.
attn. FAC Department
P.O. Box 77777
NL 1070 MS Amsterdam
The invoice must in any event contain at least the Purchase Order number as specified by RAI and a breakdown of the work. If you have two or more purchase or delivery numbers, these must be invoiced separately.
- 7.6. RAI pays retrospectively and within 30 days of receipt of the invoice.
- 7.7. If RAI exceeds a payment obligation date for any reason, this does not entitle you to suspend or terminate performance of your obligations.
- 7.8. If you are entitled to claim collection costs from RAI, RAI will pay you collection costs of 5% of the invoice value, with a maximum of €500.

8. Variations in the amount of work

- 8.1. Work is deemed to be additional where RAI has additional wishes and the agreed Products or Services are increased or become more expensive, thereby raising the agreed price.
- 8.2. Work is deemed to be reduced where RAI's wishes change and the agreed Products or Services are scaled back or become cheaper, thereby lowering the agreed price.
- 8.3. If you can foresee that there will be additional or reduced work, you must inform RAI in writing as quickly as possible and send RAI a modified quotation for additional or reduced work, without setting further conditions. If RAI has approved the quotation, you may charge for the additional work or credit the reduction for the reduced work by means of a credit invoice.

9. Payment in advance and ownership

- 9.1. In special cases RAI may pay in advance. If your financial situation is such that you expect to be unable to meet your obligations to RAI, you must immediately notify RAI in writing. Your directors will be jointly and severally liable with you for any failure to immediately alert RAI to this situation.
- 9.2. If you are to deliver ownership of Products to RAI, you must transfer title to the parts of those Products and the Products themselves to RAI at the time such Products become available to you. If you have several similar products in your business and invoke the defence of intermixture, all those products will then be deemed, subject to proof to the contrary, to be the property of RAI, and you will deliver all those products to RAI, in any event up to the agreed number of Products or parts thereof.
- 9.3. If you are to supply Products or Services to RAI, but are unable to do so, for example because your business is bankrupt, you must deliver by way of loan for use (*bruikleen*) all Products and materials to RAI that are necessary for the delivery (and performance of the delivery) and thereby enable RAI as much as possible to fulfil your obligations with your Products. RAI will owe reasonable compensation for this, after deducting any loss or damage it suffers as a result of your defective delivery.

9.4. RAI has a lien on all your material until you have fulfilled your obligations to it.

10. Liability and insurance

- 10.1. You are liable for all direct and indirect damage suffered by RAI as a result of acts or omissions by you and your Personnel in connection with all parts of the performance or defective performance of a Contract. You warrant that you have taken out insurance to cover all possible liabilities in connection therewith. The minimum insured amount must be €5,000,000 per occurrence. You warrant that you have also taken out insurance to cover substantial risks relating to your material and your Personnel, such as accidents, fire damage, theft, transit damage, vandalism, water damage and damage due to weather conditions. As proof of these insurances, you will allow RAI to inspect the relevant policy/policies and proof of payment upon request. The so-called 'care, custody and control exclusion clause' must itself have been excluded.
- 10.2. You must indemnify RAI against claims of third parties that are in any way connected with the Contract or its performance by you and your Personnel.
- 10.3. Any liability on the part of RAI is limited to the amount of the Contract for the specific delivery, calculated as far as possible pro rata, up to a maximum of the amount paid out by RAI's insurance in the case concerned.
- 10.4. If you suffer damage in the performance of a Contract through the actions of any party whatever, you must complete the RAI claim form and, as far as possible, include photos of the damage and submit the form to RAI within one week of becoming aware of the damage. Payment of compensation is conditional on timely submission of a fully completed claim form. Using the claim form, RAI, in consultation with you, will ascertain who is liable for the damage and whether and, if so, how compensation will be paid. The claim form can be downloaded from www.rai.nl under 'Terms and conditions' or will be sent to your RAI contact at your request.
- 10.5. If the Contract involves the hire of machines or ancillary goods by RAI, you must be insured against their damage and theft.
- 10.6. If you or your Personnel have a RAI keycard or other key in your possession, you are liable for damage suffered by RAI or third parties as a result of its loss or any unauthorised use thereof.

11. Force majeure

- 11.1. RAI may terminate the Contract if, as a result of force majeure, it is no longer reasonably able to use your Products or Services for the purpose for which it ordered them.
- 11.2. Force majeure for RAI includes cancellation of an Event, part of an Event or any other situation that reasonably prevents the holding of an Event or the part thereof relevant to your delivery, such as the absence of a permit applied for by RAI, breach of contract by a third party engaged by RAI, and the non-occurrence of circumstances on which RAI counted or the occurrence of circumstances on which RAI did not count.
- 11.3. If RAI invokes force majeure, you must remain prepared to make delivery to RAI on the agreed terms for at least three weeks. Upon the occurrence of the force majeure, you may immediately request RAI to release you from this obligation, which RAI will refuse only on reasonable commercial grounds.

12. Assignability and subcontracting

- 12.1. You may assign your rights or obligations under the Contract only with RAI's prior written permission.
- 12.2. In the event of a substantial change in the control of your business, you must notify RAI at least two months in advance. If that change is not acceptable to RAI on reasonable grounds, it has the right to terminate the Contract forthwith in writing, without being liable for damages.
- 12.3. Performance of the Contract by subcontractors is permitted only if RAI has given permission in writing or by email. Permission for the work to be carried out by subcontractors or their personnel does not affect your responsibility. Invoicing and payment are always channelled

through you.

13. Confidentiality

- 13.1. You and your Personnel must treat as confidential all information regarding RAI's business affairs and its affiliated enterprise(s), information from Stakeholders and all information that you and your Personnel receive during the performance of the Contract.
- 13.2. In the event of an infringement of any part of this confidentiality clause, you will pay RAI a penalty of €30,000 for each infringement, which will be due forthwith and may not be offset, without prejudice to RAI's right to also claim full compensation.

14. Intellectual property rights

- 14.1. If you create or develop Products (or have them developed) for RAI, you must assign the ownership and all intellectual property rights in them to RAI. If that is not possible, because and in so far as third parties have non-assignable rights to the Products or parts of them, you must notify RAI of this before concluding the Contract and in any event give RAI an unlimited licence to use the Products, including the right to process, modify, sublicense and assign the Products. If this requires any active or passive cooperation from you, such as the signing of a deed of transfer, you will provide it at the RAI's first request.
- 14.2. You are responsible for ensuring that RAI and Stakeholders can make free and uninterrupted use of the Products and Services supplied, and you must indemnify RAI against claims from third parties for infringement of intellectual property rights or other similar rights, such as claims based on slavish imitation, unlawful use of know-how or personality rights, and compensate RAI for this.
- 14.3. You must waive any personality rights as far as possible, and ensure that your Personnel also waive as far as possible any personality rights with regard to the Products and Services supplied.
- 14.4. If application is made for your bankruptcy or suspension of payments (provisional or otherwise), you must at that moment transfer to RAI all the preparatory materials and materials that are required in order to make, remake or maintain the material to be made and/or developed by you. This transfer agreement is part of the Contract and the transfer of title takes place subject to the condition precedent of the application for bankruptcy or suspension of payments.
- 14.5. RAI warrants that materials it supplies to you may be used by you for the performance of the Contract. Such materials are and will remain the property of RAI.
- 14.6. Without RAI's written permission, you must not use the RAI's name or logo externally or employ it for marketing purposes.

15. RAI Regulations

- 15.1. In view of the size of the Convention Centre, the number and varied nature of the Events and the diversity of Stakeholders, RAI has drawn up a number of specific rules and regulations with which you and your Personnel must comply. These are the regulations that you can find and download at www.rai.nl, at the bottom of the page entitled 'Regulations, terms and conditions', the RAI Regulations:
 - a) the standard terms and conditions for visitors;
 - b) the Rules & Regulations, including the annexes that apply to everyone entering the Convention Centre;
 - c) the integrity policy; and
 - d) any rules and regulations which are, by their nature, applicable to you and your Personnel.You agree that RAI will not print out and attach the RAI Regulations, and that the above-mentioned web page gives you sufficient opportunity to become acquainted with the RAI Regulations. You also confirm that you agree with the content of the RAI Regulations before we enter into a Contract.

16. Personal data and data breaches

- 16.1. You may process data from RAI only if and in so far as this is necessary for the provision of Services or the delivery of Products. If such data are personal data within the meaning of Article 4, paragraph 1 of the General Data Protection Regulation (AVG), you must process that personal data in accordance with the RAI processing agreement which RAI will conclude with you.
- 16.2. You must take appropriate technical and organisational information security measures based on the nature of the data concerned with a view to protecting them from unintentional, unauthorised or unlawful destruction, loss, alteration, publication or access by third parties.
- 16.3. Your security measures must at least fulfil the requirements of the General Data Protection Regulation.
- 16.4. You are liable for all damage which RAI may suffer as a result of an infringement of the General Data Protection Regulation, the obligation to report data breaches and all other relevant privacy laws and regulations, and must indemnify RAI and compensate it for claims of third parties and all resulting damage and costs.

17. Integrity

- 17.1. RAI endeavours to do business exclusively in a fair and ethically responsible manner. RAI applies a zero tolerance policy in enforcing the principle that any form of bribery and corruption is unacceptable. This policy applies to every party with whom RAI has a business relationship, including you, your Personnel and RAI's own employees.
- 17.2. Bribery and corruption are deemed to mean directly or indirectly accepting, offering, proposing, paying, giving, approving and requesting bribes or other favours for the purpose of inducing others to do or refrain from doing any acts with a view to obtaining any commercial or personal benefit in relation to your relationship with RAI, regardless of whether such acts occur in the public or private sector and regardless of whether they are common practice in a particular region.
- 17.3. In this context, you must not offer gifts or entertainment to or accept them from RAI, its employees, Stakeholders or government officials, unless the gift or entertainment is unmistakably of a business character and has no material value in comparison with the business relationship. You must have records that substantiate the business reasons for each payment to or from the above-mentioned parties. RAI also keeps such records.
- 17.4. If you become aware of an attempt at bribery or other form of corruption related to RAI, you must immediately report this to the management of RAI. RAI will assist you with this report at your request.
- 17.5. You must comply with the requirements of this integrity provision and also ensure compliance by your Personnel. Infringement of integrity standards is a ground for immediate termination of the Contract and denial of access to the Convention Centre, without any obligation to compensate any damage.

18. Term, cancellation and termination

- 18.1. A Contract ends automatically after completion of the delivery of the relevant Products and Services or upon the expiry of the agreed period. A Contract is never renewed automatically. If you continue making deliveries to RAI after the end of a Contract, you will immediately notify RAI and conclude a new Contract with RAI for that purpose. In the absence thereof, RAI has the right to immediately terminate such deliveries at any time, without being liable for damages. Any investments made by you in order to continue the deliveries without a (new) Contract are always at your expense and risk.
- 18.2. Without prejudice to all its other rights, RAI may cancel the Contract in whole or in part by means of a written notice, without recourse to the courts, if:
 - a) you or someone else applies for your bankruptcy or suspension of payments (whether provisional or otherwise) or if an important part of your assets is seized or if RAI has a justified suspicion that you are experiencing liquidity problems;
 - b) your business is liquidated or ceases trading;

- c) the control over your business changes.
- 18.3. If RAI is entitled to cancel or terminate one Contract with you, this also constitutes a ground for cancelling or terminating all other contracts with you.
- 18.4. If RAI does not exercise one of its rights in the event of a defect in your Products and/or Services, this does not constitute a waiver of its right to exercise one or more of its rights later or in the event of a subsequent defect.
- 18.5. Any amounts already paid to you for which no delivery has yet been made will be immediately due and repayable in the event of cancellation or termination of the Contract and will be increased by interest at the statutory commercial rate from the payment date.
- 18.6. Unless provided otherwise above, RAI may terminate the Contract early at any time by giving one month's written notice of termination, without damages being due.
- 18.7. After termination you will cease the use of all RAI material, data and know-how and return them in so far as possible. Communications in which you mention RAI, such as on websites, must be removed within one month.
- 18.8. Even after termination of the Contract(s) for whatever reason, provisions which are, by their nature, intended to remain in force will remain in force. These are in any event Articles 5.4, 5.9, 5.9, 10, 13, 14, 16, 18, 20.2, 20.5, 20.6, 20.10, 20.11, and 24.

19. Food Safety and the Commodities Act

- 19.1. The quality of its catering is a publicity-sensitive issue for RAI. Food poisoning cases can be very harmful to its reputation. RAI therefore demands an excellent quality of catering-related services.
- 19.2. When making deliveries involving the storage, delivery, preparation and serving of food and beverages, and catering in general, you must always at least comply with the provisions of the Commodities Act and related laws and regulations, including in any event the HACCP. Your Personnel must be familiar with the HACCP and work in conformity with this system.
- 19.3. To enhance food safety, RAI may carry out checks or have them carried out by an external party. This does not affect your liability for defects in or connected with food or beverages supplied by you or Services relating to them.

20. Personnel

- 20.1. Your Personnel must be of smart appearance and be reliable and competent. You must ensure that your Personnel comply with all the obligations, legislation, rules and regulations which are referred to in these Standard Terms and Conditions or are otherwise applicable. You must ensure that you and your Personnel have all necessary diplomas and certificates. Your Personnel must act as good hosts or hostesses at Events.
- 20.2. You and your Personnel must comply with all rules regarding the obligation to produce identification and with the Dutch Foreign Nationals (Employment) Act (*Wav*) and you must ensure that RAI can in turn fulfil its obligations in this regard. If RAI so requests, you must immediately provide it with the information and documentation required for this purpose, such as a list of the required citizen service numbers. You must indemnify RAI against all claims and fines in connection with a breach of these regulations and compensate RAI for this.
- 20.3. You must have a written contract with your Personnel. Your Personnel may not have an employment contract with RAI or perform work for RAI on a temporary employment basis.
- 20.4. You must manage and supervise your Personnel and give them directions and instructions on how to perform your work within RAI. If situations occur in which your directions and instructions are inadequate, RAI will give directions and instructions on your behalf. You authorise RAI to do this. You must regularly inform your Personnel that instructions from RAI are given in your name.
- 20.5. If one or more members of your Personnel allege that they have an employment contract with RAI, you must, at the first request of RAI, actively and passively cooperate fully with RAI to

- challenge that statement both at law and otherwise. You must indemnify RAI and compensate it for all damage and costs that are the result of such an allegation and any ruling of a competent authority that a member of your Personnel has an employment contract with RAI.
- 20.6. RAI is not liable for claims from you or for claims of third parties against you on account of a 'change of control' as referred to in Article 662 et seq. of Book 7 of the Dutch Civil Code, including wage claims from employees or former employees of former businesses engaged by RAI, except where there has been intent or gross negligence on the part of RAI's management. You must indemnify RAI and compensate it for such claims arising from the transfer of an undertaking by your Personnel or third parties.
 - 20.7. You must inspect and assess the location and situation of the Convention Centre where your Personnel performs work to ensure their safety with regard to the work to be performed and instruct them to perform their work safely within RAI and not use any RAI material. If they do use RAI material, this is at your risk.
 - 20.8. During their presence in or at the Convention Centre, your Staff will follow all instructions from security staff or other RAI officials and, if requested, identify themselves to the security staff or other RAI officials. If the instructions or safety or other regulations are not complied with (or not fully complied with), RAI may refuse to allow the person concerned to remain in or at the Convention Centre.
 - 20.9. If RAI has well-founded objections to the conduct or person of a member of your Personnel, it may deny the person concerned access to the Convention Centre. In such a case, you must immediately arrange for a replacement, without charging additional costs.
 - 20.10. You and not RAI will be liable for damage or injury suffered by your Personnel, even if they use RAI material, except where there has been intent or gross negligence on the part of RAI's management. You must indemnify RAI against claims of your Personnel in connection with damage or injury that occurs during the performance of work for RAI and must compensate RAI for this.
 - 20.11. You must arrange for timely payments and remittance related to the work of your Personnel, including wages, taxes, levies and premiums, and must indemnify RAI against all claims, costs, damage and interest in the event that your Personnel, the Tax Authorities or other authorities ask RAI for such payments or decide that RAI should pay amounts or fines related to your Personnel, even if it is judged that there has been a transfer of an undertaking. You must indemnify RAI in respect of all such payments related to your Personnel.
 - 20.12. To ensure that it does not become liable as a contractor for salaries tax and social insurance contributions, RAI has the right to transfer the tax part of each invoice (turnover tax, payroll tax and social insurance contributions) to your special blocked account (G account) or, if you are demonstrably unable to open a G account, to pay the relevant part of the invoice by direct transfer to the account of the Tax and Customs Administration or the benefits agency concerned, quoting the reference specified by you. If and in so far as you are called upon to make payment under the applicable legislation, for example the Collection of States Taxes Act or the Social Insurance (Coordination) Act, you must not seek recourse against RAI and RAI may immediately terminate the Contract. You must provide RAI with all relevant information and data regarding the foregoing.
 - 20.13. In so far as obligations are imposed on your Personnel in these Standard Terms and Conditions or in the Contract, you will ensure that they fulfil those obligations. You must draw the attention of your Personnel to the RAI Regulations and you warrant compliance with them by your Personnel.

21. Brokerage fee

- 21.1. If you or an undertaking affiliated to you supplies Products or Services for an Event to a third party for whom you or an undertaking affiliated to you has previously supplied Products or Services in the Convention Centre through the intermediary of RAI, you will notify RAI of this before the delivery starts and pay RAI a brokerage fee of at least 10% of the total value of the contract with the third party during the first three years that RAI no longer acts as intermediary.

RAI has the right to have an audit of your books carried out at your expense once a year by an independent auditor to check for the existence of such a contract or its value. If the value you specify is found to differ from the actual value, you will have to pay for the audit and a further 10% of the total value of the contract. If you do not notify RAI or do not notify it in time, the brokerage fee will be 40%.

22. Audits

- 22.1. RAI and its supervisors are entitled to perform an audit (or have it performed) at your premises to assess, for example, compliance with the Contract, compliance with primary and secondary legislation, important changes to facts or circumstances that may influence performance of the Contract and its continuation, and the identification of operational, organisational and accounting risks.
- 22.2. In this context, RAI and its supervisors are entitled to take steps to reliably measure and assess your performance.
- 22.3. You must fully cooperate with such audits. This includes allowing timely inspection of books, papers and other data carriers and providing all data and information for the purpose of the audit as well as providing the auditor(s) with access to the places where the Contract is being performed. If the audit is performed by RAI or a third party engaged by RAI, RAI will not obtain any information about price agreements between you and your suppliers, unless a RAI supervisor has given specific instructions to this effect.
- 22.4. If the audit is performed by RAI or a third party engaged by RAI, the audit will be announced well in advance and in writing and will take place in a manner that causes as little disruption to your business operations as possible. During the audit, RAI or a third party engaged by RAI will comply with your internal rules, in particular rules about security and safety.
- 22.5. The reasonable costs of using the auditors and RAI's own staff or a supervisor will be borne by RAI. You are responsible for meeting your own costs. However, if substantial irregularities are found during an audit, you must bear all costs of the audit.

23. Other provisions

- 23.1. You agree that RAI will digitise Contracts and will keep only the digital version in its records. This digital version has the same probative value as the original written Contract.
- 23.2. If a provision of these Standard Terms and Conditions is not valid for any reason whatever, the rest of the provisions will remain in force and we will agree on a new provision that resembles the invalid provision as closely as possible.

24. Disputes and applicable law

- 24.1. The law of the Netherlands applies to these Standard Terms and Conditions and to Contracts and all other legal relationships between RAI and you.
- 24.2. In principle, we will try to resolve any problems practically and in mutual consultation. If that fails, the District Court in Amsterdam will have jurisdiction to hear any dispute, without prejudice to the right of appeal and appeal in cassation.
