

**STANDARD TERMS AND CONDITIONS FOR PARTNERSHIP AGREEMENTS**  
**RAI AMSTERDAM B.V.**

**Article 1: Applicability**

1. RAI organises and supports events such as exhibitions and trade fairs, whether for its own account or otherwise.
2. These terms and conditions apply to all partnership agreements with RAI ("Partnership Agreements"). No derogation from these terms and conditions is permitted unless this has been agreed in writing.
3. The terms and conditions of the Partner (as defined in the relevant Partnership Agreement) apply only if RAI has expressly agreed to this in writing.
4. In the event of a conflict between two or more sets of standard terms and conditions that are applicable, the terms and conditions of RAI will apply.
5. RAI is entitled to amend the standard terms and conditions. These terms and conditions will come into force only after they have been accepted in some way by the Partner. If the amended version is not accepted, the previous version will continue to apply.
6. If any provision of these standard terms and conditions is void or voidable, the other provisions will remain applicable.

**Article 2: Conclusion of agreements**

1. The Partnership Agreement will be concluded by acceptance by the Partner of the proposition made by RAI. This acceptance may be evident from signature of a corresponding Partnership Agreement.
2. The offers and quotations of RAI are without obligation. All quoted prices are exclusive of VAT.

**Article 3: Logo placement and/or name placement and/or advertisement publication**

1. If the parties have agreed forms of publicity such as logo placement and/or name placement and/or advertisement publication, the provisions of this article will also apply.
2. At the request of RAI, the Partner shall supply its particulars (logo, name, advertisement etc.) in good time and in the manner agreed in advance.
3. Prior consultation with RAI will always be held about the special manner of presenting the business name, product name or brand name or the advertisement of the Partner. RAI has

the right to refuse certain presentations, stating reasons, if they are in conflict with the reputation and/or objects of RAI.

4. All costs incurred in producing media or means of communication will be borne by the Partner, except in cases in which different agreements have expressly been made about this in writing.
5. If it uses third parties to produce means of communication, RAI will not be liable if the placement or advertisement is late and/or incorrect.

**Article 4: Stand hire**

1. If the parties have agreed stand hire, the provisions of this article will also apply.
2. If agreed stand hire is cancelled by the Partner, the Partner will owe the administration costs and the cancellation costs, plus VAT. The cancellation costs will be calculated as follows on the reservation value, which consists of the stand hire and any stand build-up that has been ordered:
  - 10% upon cancellation more than 181 days before the first exhibition build-up day;
  - 25% in the event of cancellation less than 182 days but more than 91 days before the first build-up day of the exhibition;
  - 50% in the event of cancellation less than 92 days but more than 61 days before the first build-up day of the exhibition;
  - 75% in the event of cancellation less than 62 days but more than 31 days before the first build-up day of the exhibition;
  - 100% in the event of cancellation less than 32 days but more than 15 days before the first build-up day of the exhibition;
  - 120% in the event of cancellation less than 16 days before the first build-up day of the exhibition.
3. Unless agreed otherwise, the payment of the stand hire (and any stand build-up), plus the VAT owed, will be made as follows:
  - a) administration costs: immediately after receipt of the confirmation of registration;
  - b) advance invoice for 25% of the total number of square meters applied for: within 21 days of the date of the advance invoice; these invoices will be sent from 365 days before the exhibition onwards.
  - c) final invoice of 100% (less the 25% of the advance invoice): within 21 days of the date of the final invoice; these invoices

- will be sent from 60 days before the exhibition onwards.
4. If application is made less than 60 days before the first exhibition build-up day, the amount owed will be paid in full together with the application, but in any event no later than 4 days before the first build-up day.
  5. If the payment period is exceeded article 5 of these terms and conditions will apply, subject to the proviso that RAI will in that case also be entitled to refuse to allocate the stand space, to cancel an allocation that has already been made or not to provide stand space. The above is without prejudice to the entitlement of RAI to claim full compensation.
  6. RAI will not be liable for loss, damage or injury caused by any factor whatever to goods and/or persons by or in connection with participation in the Exhibition, unless there has been intent or gross negligence on the part of the organisers. Nor is RAI liable for loss, damage or injury suffered by third parties and caused by the use of the stand. The Partner shall indemnify the organisers against claims of third parties on this account.
  7. The Partner will be liable for all loss, damage or injury caused by an act or omission of the Partner, its staff or its entries, in any way whatever, to goods of RAI Amsterdam and/or persons working for or on the instructions of RAI Amsterdam and the Partner is obliged to take out adequate insurance against such loss, damage or injury. The Partner shall indemnify the organisers against claims which other parties may be able to enforce in respect of the above against RAI.
  8. In addition to these standard terms and conditions, the Standard Terms and Conditions of Event Participation and the '(Online) Participants Manual' as applied by RAI Amsterdam B.V, will also apply. These Standard Terms and Conditions can be found on the website of RAI Amsterdam B.V., [www.RAI.nl](http://www.RAI.nl).
  9. The above-mentioned terms and conditions and the (Online) Participants Manual are provided to the Partner with this confirmation letter. These Standards Terms and Conditions have been filed with the Chamber of Commerce Amsterdam. A copy of the Standard Terms and Conditions can also be obtained free of charge from RAI.
  10. RAI Amsterdam is also entitled to declare specific terms and conditions of participation

applicable to Partnership Agreements. These terms and conditions will be supplied to the Partner with the confirmation letter.

11. Where a Partner contravenes provisions of these Standard Terms and Conditions, the 'Standard Terms and Conditions of Event Participation' and/or the '(Online) Participants Manual' or fails to comply with instructions given by or on behalf of the organisers, RAI has the right to take one or more of the following measures against the Partner, at the expense of the Partner, without notice of default or recourse to the courts:
  - a) to refuse the person(s) concerned access to the Exhibition and/or the exhibition building with immediate effect;
  - b) to close and/or vacate its stand;
  - c) to retain possession of the exhibited goods and everything that has been built up and brought on to the stand;without the participant being able to enforce any claim to a refund or to compensation of damage.

#### **Article 5: Partner contribution and payment**

1. The Partner contribution is not refundable and not assignable.
2. If a payment period is exceeded, the Partner will be deemed to be in default without the need for a notice of default.
3. If the Partner is in default, all claims of RAI against the Partner will be due and payable immediately and in full, even if a payment term has not yet expired. All costs incurred in connection with collection will be borne by the Partner. These costs will amount to at least 15% of the amount of the outstanding claim. A Partner who is in default will also owe interest on the outstanding amount equal to the statutory commercial interest.
4. If the Partner is in default with any payment, RAI will be entitled not to perform its obligations to the Partner or to suspend or terminate such performance. The loss or damage that RAI suffers as a result will be borne by the Partner.

#### **Article 6: Exclusivity**

1. Unless agreed otherwise, the Partner is not entitled to exclusivity as regards a partnership. RAI will be entitled to allow direct competitors of the Partner to participate in the event as exhibitor and/or as Partner.

**Article 7: Mutual obligations**

1. RAI will disclose its relationship with the Partner in the normal course of its trading activities in respect of the event and within the period in which the Partner is entitled to the means of communication agreed in writing.
2. Both parties shall refrain from acts, such as public performances in any context whatever, which could harm or prejudice the reputation of the other party and/or the interests served by its communications.

**Article 8: Consultation**

1. RAI shall keep the Partner periodically informed of the progress made in relation to its activities as agreed in the confirmation letter, thereby enabling the Partner to take advantage of this as well as possible.
2. RAI shall consult beforehand with the Partner, or with any third party designated by the Partner for this purpose, about the manner in which it will communicate the Partner's the corporate name, product name, trade name and/or brand name, logo or advertisement.

**Article 9: Term and termination**

1. Unless agreed otherwise, the Partnership Agreement will end by operation of law once the obligations have been fulfilled.
2. Either party will be entitled at all times to terminate the Partnership Agreement early, with immediate effect, by registered letter if:
  - a. the other party is declared bankrupt, is granted a suspension of payments (whether provisional or otherwise), or is liquidated;
  - b. the other party becomes involved in a business takeover or merger as a result of which it ceases to be competent to act independently or some other change in the control of the other party or its successors in title occurs;
  - c. the intended object of these Partnership Agreement becomes completely unattainable as a result of force majeure, including government regulations;
  - d. its reputation is in danger of being seriously harmed by the acts or omissions of the other party, in so far as other party
  - e. can be held responsible for them, and the party whose reputation is at risk cannot reasonably be required to allow the present agreements to continue;

- f. there has been a fundamental breach by the other party of a contractual obligation resulting from these Partnership Agreement and this breach is not rectified within a reasonable period after the other party has been given a written notice to this effect.

**Article 10: Applicable law and competent court**

1. Dutch law applies to the Partnership Agreements. If there are differences of interpretation between the Dutch wording of these terms and conditions and any translation of them, the Dutch text will prevail.
2. All disputes which may arise as a result of the present Partnership Agreements, or any further agreements resulting from them, will be resolved by the competent court in Amsterdam, the Netherlands .

**Article 11: Final provisions**

1. Neither party may assign the rights resulting from the Partnership Agreements wholly or partly to third parties, without the express written consent of the other party.
2. Any (admission) tickets that may have been obtained are for the Partner's own use and may not be sold to third parties in exchange for payment, unless RAI has given express consent for this.
3. After termination of the Partnership Agreement on any account whatever, neither party may exercise in any way rights which it can derive from the Partnership Agreement – especially in relation to the use of the name or the activities or, as the case may be, the business of the other party – unless expressly agreed otherwise in writing.