

STANDARD TERMS AND CONDITIONS OF HIRE OF ELICIUM CONFERENCE CENTRE RAI AMSTERDAM CONVENTION CENTRE

1. Article 1 – Definitions

The terms used in these Standard Terms and Conditions of Hire have the following meanings, unless agreed otherwise in writing. Terms in the singular include the plural and vice versa, where the text so requires.

These Standard Terms and Conditions apply only to contracts of hire that relate exclusively to the rooms on the third, fourth and/or fifth floors of the Elicium Conference Centre. These Standard Terms and Conditions are expressly not applicable in the case of (i) contracts of hire relating to rooms on the first and second floors of the Elicium Conference Centre and/or (ii) contracts of hire that relate not only to the rooms on the third, fourth and/or fifth floors of the Elicium Conference Centre but also to other rooms, halls and areas within the RAI Amsterdam Convention Centre.

- 1.1 **Rules and Regulations:** the RAI Rules and Regulations, including the general and specific rules for use of the RAI Amsterdam Convention Centre.
- 1.2 **Standard Terms and Conditions of Hire:** the present Standard Terms and Conditions of Hire of the Elicium Conference Centre – RAI Amsterdam Convention Centre.
- 1.3 **Event:** any meeting, presentation, seminar or other gathering for which the Hired Premises are made available.
- 1.4 **Hired Premises:** the rooms on the third, fourth and/or fifth floors of the Elicium Conference Centre, as expressly specified in the RAI's Order Confirmation. The lounge and passageways on each floor of the Elicium Conference Centre are public spaces and are not made available to the Hirer on the basis of exclusivity.
- 1.5 **Hirer:** a natural or legal person who concludes a contract of hire with RAI or to whom RAI has sent an Option Confirmation.
- 1.6 **Contract of hire:** the contract between RAI and the Hirer regarding the hire of the Hired Premises and/or additional facilities (products and services), as recorded mainly in an Order Confirmation.
- 1.7 **Hire Period:** the period or periods specified in the (most recent) Order Confirmation or Option Confirmation during which the Hired Premises are available to the Hirer.
- 1.8 **Hire Charge:** the charge for the hire of the rooms and the other agreed products and services, for example in respect of catering, as specified in the Order Confirmation and any additions to it.
- 1.9 **Option Confirmation:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the option granted, the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge.

1.10 **Order Confirmation:** the written confirmation to the Hirer, drawn up by RAI, setting out the agreed hire arrangements, including in any event the essentials relating to the Event, the Hirer, the Hired Premises, the Hire Period, the Meeting Arrangements and the Hire Charge.

1.11 **RAI:** RAI Amsterdam B.V., Europaplein 24, 1078 GZ Amsterdam.

2. **Article 2 – Formation of contract and granting of options**

2.1 Until the contract of hire has been concluded, the terms of the contractual relationship are determined by reference to the conversations and correspondence between the parties, including Option Confirmations and/or Confirmations of Hire drawn up by RAI and sent by means of fax messages, letters and e-mail communications.

2.2 The Hirer may not invoke an undertaking given orally by or on behalf of RAI, unless this undertaking has been expressly confirmed in writing by RAI.

2.3 RAI may grant Hirer a so-called 'First Option' or a 'Provisional Option' by means of an Option Confirmation which clearly defines what is meant by such option. Without an Option Confirmation no Option can be said to have been granted by RAI.

A First Option applies for the period specified in the Option Confirmation, subject to a maximum of sixty (60) days, unless agreed otherwise by RAI in writing. After the expiry of the recorded option period, the Option will lapse automatically. If it transpires within the granted option period that there are other prospective parties seriously interested in hiring the same premises, the Hirer shall make its decision within a period of ten (10) working days after being informed by RAI of this interest, unless agreed otherwise by RAI in writing.

A Provisional Option will apply for a period of not more than fourteen (14) working days, unless agreed otherwise by RAI in writing. After the expiry of the recorded option period, the Option will lapse automatically. The Option Confirmation will describe the provisional nature of the option as accurately as possible by RAI.

2.4 The Hirer will be given the opportunity to inspect the Hired Premises before entering into the contract of hire in order to ascertain whether the Hired Premises are suitable for the Event for which they are hired. If the Hirer does not make use of this possibility or does not mention a possible defect which would have come to light if a thorough inspection had been made, it will lose its right to invoke the (alleged) defect in any way against RAI and to hold RAI liable for this.

RAI is merely obliged to inform the Hirer of any defects known to it which could detract from the suitability of the Hired Premises.

3. **Article 3 – The Hired Premises**

3.1 The Hired Premises consist solely of the space or spaces described in the Order Confirmation and the facilities specified therein. Unless expressly agreed otherwise in writing, the central entrances, lounges, passageways, staircases, cafés and

restaurants, the outdoor sites and the garages/car parks do not form part of the Hired Premises.

- 3.2 The Hirer is aware and accepts that although the type of rooms to be hired is expressly specified in the Order Confirmation the decision on which specific rooms will be allocated (i.e. determination of the room numbers) will be made only shortly before the start of the Hire Period, provided always that (i) RAI will inform the Hirer in writing, without delay, about the allocation of rooms (room numbers) and that (ii) the rooms in which the Event is held will be clearly shown on the electronic programme panels in the entrance to the Elicium and on the relevant floors of the building during the Hire Period.
- 3.3 Without the express written consent of RAI the Hirer is not permitted:
- 3.3.1 to use the Hired Premises for any purpose other than that described in the Order Confirmation;
 - 3.3.2 to sublet all or part of the Hired Premises or otherwise allow them to be used by third parties;
 - 3.3.3 to give the Event a different name during the term of the Contract.
- 3.4 The Hirer may not cause nuisance or inconvenience to RAI or third parties through its use of the Hired Premises. The Hirer shall also ensure that no nuisance or inconvenience is caused by any third parties present on its behalf.
- 3.5 The Hirer will remain responsible and jointly and severally liable at all times for the (proper) fulfilment of these conditions by the participants in the Event. The Hirer indemnifies RAI against all claims of third parties resulting from infringement of these conditions by its participants.

4. Article 4 – Additional products and services

- 4.1 The Hire Charge includes the costs of laying out the room (once a day), air conditioning, normal cleaning, use of standard audiovisual equipment, normal Wi-Fi use and the provision of chilled water, flipover and felt-tip pens and, if expressly stated in writing in the Order Confirmation, the catering and other arrangements.
- 4.2 All other costs in connection with services, goods and facilities to be supplied by RAI in relation to the contract of hire, such as the costs of a different room layout during the Event, audiovisual equipment such as microphones and speakers and extra cleaning will be borne by the Hirer, unless expressly provided otherwise in writing in the Order Confirmation. Unless agreed otherwise in writing, these additional services goods and facilities will be calculated at the rates applicable to them during the Hire Period.
- 4.3 The Hirer shall consult with RAI in good time about (i) all services and facilities that are or should be provided by or on behalf of RAI and are or should be accepted by the Hirer and about (ii) all other matters of relevance to the Hirer and RAI in relation to the contract of hire and the Event. If the Hirer fails to do so, it will lose the right to claim that RAI is not meeting its wishes or is making insufficient efforts to do so.

The Hirer is aware and agrees that the Standard Terms and Conditions for RAI Exhibitor Services apply, to the supply of products and services, such as catering and access to the RAI ICT.

- 4.4 Hirer is not allowed to resell Products purchased from RAI to third parties, unless Hirer has received prior written consent from RAI.

5. **Article 5 – Terms and conditions of payment**

- 5.1 The following terms and conditions of payment apply:
- (i) If the Event is held within two (2) weeks of the date of the Order Confirmation, the invoice will follow immediately after the Event;
 - (ii) if the Event takes place more than two (2) weeks after the date of the Order Confirmation, the Hirer will receive an advance invoice for one hundred percent (100%) of the Hire Charge;
 - (iii) invoices should be paid by the Hirer within twenty-one (21) days of the invoice date.
- 5.2 If any payment period is exceeded, RAI will be entitled to charge the Hirer commercial interest at the statutory rate from the due date, in accordance with Article 6:119a of the Civil Code.
- 5.3 The Hirer agrees that RAI will charge the Hirer turnover tax (BTW) on the Hire Charge and on the additional costs as well as on any cancellation costs, subject to the applicable regulations. The Hirer shall pay this turnover tax to RAI.

6. **Article 6 – Fitting out and vacation of premises**

- 6.1 The fitting out, use and vacation of the Hired Premises will take place in consultation with RAI and in accordance with the Rules and Regulations. The Hirer warrants that exhibitors and other participants in the Hirer's Event will strictly comply with the provisions of the Rules and Regulations. RAI will be entitled at all times to make binding rules for the fitting out, use and vacation of the Hired Premises if this is considered advisable by the fire brigade, police or RAI in the interests of (public) order and safety.
- 6.2 Save with the express written permission of RAI, no changes may be made to the Hired Premises and any other space or spaces or (outside) sites that are made available and no billposting, hacking, breaking, drilling and nailing and/or painting will be permitted in, on or to floors, walls, ceilings, columns and stairs of the Hired Premises.
- 6.3 The work to be carried out in the Hired Premises in respect of the temporary connections to the RAI infrastructure in connection with electricity, compressed air, water, flue gas discharge, the central aerial system and telephone and other data communication equipment as well as in connection with pre-rigging and rigging may be carried out only by fitters designated by RAI, unless expressly agreed otherwise in writing between RAI and the Hirer; the costs incurred in this connection will be borne

by the Hirer and/or the relevant participants in the Hirer's Event.

- 6.4 The Hirer accepts the Hired Premises in the condition that they are in at the start of the Hire Period. Any defects found at the end of the Hire Period will be deemed to have occurred during the Hire Period, unless the Hirer shows that the defects concerned already existed (as damage) before the Hire Period.
- 6.5 At the time of termination of the Hire Period specified in the Order Confirmation, the Hirer must have delivered up the entire Hired Premises, clean and fully vacated, in the condition in which they were made available to it. If the Hired Premises have not been delivered up to RAI or have not been delivered up to its satisfaction, RAI will be authorised to take the necessary measures at the Hirer's expense. If the Hired Premises are not delivered up in time and/or in clean condition, the Hirer will owe RAI a penalty which amounts to the Hire Charge of the Hired Premises for a full day. In such a case the Hirer may never invoke a right to tacit oral agreement for hire or continuation of the hire, unless expressly agreed otherwise in the Order Confirmation.
- 6.6 All damage which is caused during the Hire Period to the Hired Premises – or to any other space or spaces or (outside) sites that are made available – in direct relation to the Event may be repaired by RAI at the Hirer's expense, in so far as such damage was not caused by RAI and/or its personnel.

7. **Article 7 – Internal rules**

- 7.1 The Hirer shall strictly comply with all regulations issued by the Municipality of Amsterdam, the fire brigade and/or other authorities and institutions such as Buma/ Stemra (Dutch Performing Rights Organisation), SENA (Organisation for Protection of Rights of Entertainers and Producers), the Food and Consumer Product Safety Authority and/or the Environmental and Building Department (DMB) of the municipality with regard to the Event or the contract of hire, the Hired Premises and/or the Hire Period.
- 7.2 The Hirer shall ensure that the Hired Premises and the other space or spaces and (outdoor) sites made available for the Event have a well-kept appearance during the Hire Period.
- 7.3 The affixing of advertisements in, on, to and/or around the Hired Premises (including the (public) space or spaces and (outdoor) sites referred to in Article 3.1) will take place in consultation with and with the written approval of RAI, subject to the conditions imposed by RAI.
- 7.4 The Hirer accepts the equipment forming part of the Hired Premises in the condition in which it is at the start of the Hire Period.
The Hirer shall use the equipment carefully and for its intended purpose and shall return it at the end of the Hire Period in the same condition in which it was at the start of the Hire Period.
RAI will not be liable to reimburse any loss or damage resulting from the hire or use of the equipment, unless this loss or damage is a consequence of intent or deliberate recklessness on the part of RAI.
Any loss or damage to be reimbursed will in all cases be limited to repair or

replacement of equipment or to reimbursement of the costs for which RAI is insured, up to a maximum of the amount for which RAI is insured in this connection.

- 7.5 The Hirer shall ensure that no easily flammable or explosive substances, gases or hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances or radioactive sources are present in the Hired Premises during the Hire Period, unless RAI has given its express written permission for this. The Hirer shall also ensure that the products exhibited and present in the Hired Premises during the Event are of good quality and at all times meet the statutory and other applicable requirements and regulations.
- 7.6 If the Hirer or (other) participants in the Event in the Hired Premises intend to use open, flowing, sprayed and/or atomised liquids (e.g. through air conditioning systems and fountains), the Hirer shall give RAI written notification of this in good time in advance and shall, in consultation with RAI, strictly comply with all safety rules (or arrange for them to be complied with). Without the express written consent of RAI, the applications of these liquids as referred to in this article are prohibited.
- 7.7 Smoking is not permitted in the RAI Amsterdam Convention Centre. Any fines for infringements of the Tobacco Act will be borne by the Hirer.

8. **Article 8 – Liability**

- 8.1 RAI will not be liable for any loss or damage resulting from a failure to comply with any provision of the contract of hire or a failure to do so fully or in time, except in the event of intent or deliberate recklessness on the part of RAI.
- 8.2 RAI will not be liable for the consequences of defects of which it was unaware and was not required to be aware at the start of the contract of hire.
- 8.3 The Hirer, personnel engaged by or on behalf of the Hirer, and third parties such as other participants, guests and/or other users of the Hired Premises, as well as all property of the Hirer or of third parties present in the Hired Premises are there at the risk of the Hirer, or, as the case may be, these third parties. RAI is not required to insure these risks. The Hirer shall take out adequate insurance against third-party liability, fire and theft. No later than thirty (30) days before the start of the Hire Period the Hirer shall hand over, at the first request of RAI, a certificate of its insurance company/companies or insurance broker showing that it is adequately insured at the time of the Hire Period and that the relevant premiums have been paid.
- 8.4 RAI will not be liable for loss of profits or consequential loss or damage of the Hirer or of participants in its Event or for loss or damage suffered as a consequence of the activities of other hirers or of obstacles to the use of the Hired Premises which are caused by third parties, unless there has been intent or deliberate recklessness on the part of RAI.
- 8.5 The Hirer and not RAI will be liable for any damage to property and/or persons caused in the Hired Premises and/or on the sites belonging thereto, by any factor whatever, unless there has been intent or deliberate recklessness on the part of RAI,

or unless it is established that such damage is not in any way connected with the contract of hire or the Event.

- 8.6 If RAI is unable to make the Hired Premises fully available to the Hirer in accordance with the contract of hire on account of force majeure or some other cause or circumstance beyond its control, RAI will not be liable for any loss or damage suffered by the Hirer and other participants.

9. **Article 9 - Indemnity**

- 9.1 The Hirer shall indemnify RAI against all claims which third parties may be able to enforce against RAI in connection with acts and omissions of the Hirer or of persons for whom the Hirer is liable or who are present in the Hired Premises on account of the Hirer.
- 9.2 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (*Wav*). The Hirer shall strictly observe the statutory provisions and shall also, pursuant to article 3.5 of the Standard Terms and Conditions of Hire, impose an obligation on third parties used by or on its behalf and on the participants in its Event strictly to observe the Foreign Nationals (Employment) Act.

The Hirer expressly acknowledges that RAI is not responsible or liable for compliance with the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*) in respect of personnel and/or third parties used by or on behalf of the Hirer and/or for any fines imposed on and/or claims brought against RAI pursuant to the Foreign Nationals (Employment) Act, irrespective of whether such fines and/or claims are justified. The Hirer indemnifies RAI against any fines that may be imposed on and/or claims brought against RAI pursuant to the Foreign Nationals (Employment) Act as referred to in this paragraph. The Hirer will bear the full risk of and have full responsibility and liability for such fines and/or claims in relation to the RAI and also, insofar as possible, directly in relation to the body or bodies imposing the fines and/or bringing the claims.

10. **Article 10 – Catering and restaurants**

- 10.1 Unless expressly agreed otherwise in writing, RAI has the exclusive right to provide catering within the Hired Premises.

11. **Article 11 – Additional provisions**

- 11.1 The Hirer is obliged at all times to give the personnel and representatives of RAI access to the Hired Premises for the purposes of their work, on production of their RAI identity card or on production of written proof signed by RAI, unless other agreements have expressly been made in writing in this respect.
- 11.2 The Hirer may not give any tips, rewards or gifts to personnel who are in the employ of RAI or engaged by RAI.

- 11.3 The Hirer agrees that the Event should be included in RAI publications on exhibition and/or conference activities.
- 11.4 The Hirer is not permitted in its publications to use any name and/or pictorial mark of RAI other than the pictorial mark specially designed by RAI for third parties, which will be made available by RAI to the Hirer at its first request.
- 11.5 RAI will at all times have the right, without any formality and/or recourse to the courts being required, to restore at the Hirer's expense to the original condition anything that has been installed, damaged, removed or changed in conflict with the provisions of the contract of hire.

12. **Article 12 – Termination and cancellation by the Hirer**

- 12.1 The contract of hire may be terminated with immediate effect:
- (i) by either party in the event of the other party's bankruptcy, suspension of payments or other inability to fulfil its obligations (including financial obligations);
 - (ii) by RAI if the Hirer's property has been seized or attached or similar measures have been taken by court order;
 - (iii) by RAI by order of the authorities, for instance in the event of a breach or imminent breach of the peace;
 - (iv) by either party if the other party fails to fulfil its essential obligations under the contract of hire after being given written notice of default (in so far as that is reasonably feasible in relation to the contract of hire);
 - (v) by RAI if the Hirer fails to fulfil its financial obligations towards RAI; the Hirer will be deemed to be in default upon the mere expiry of the period for payment, without any notice of default being required.

A termination by RAI for one of the reasons referred to in Article 12.1 will serve as a termination which is at the expense and risk of the Hirer and results in a liability of the Hirer to pay compensation. If the Hirer is liable to pay compensation, the payments immediately made by it will be treated as compensation for the loss or damage suffered by RAI, without prejudice to the RAI's right to claim the actual amount of the damage from the Hirer if this is greater.

- 12.2 In the event of a failure on the part of the Hirer, RAI will have the right (after having given notice of default in so far as this is reasonably feasible in relation to the contract of hire) at the Hirer's expense and risk to do or, as the case may be, refrain from doing all things that the Hirer is required to do and refrain from doing under the contract of hire, without prejudice to the Hirer's obligation to perform the contract and its obligation to pay compensation for the costs and damage resulting from such failure.
- 12.3 In the event of full or partial cancellation by the Hirer of the contract of hire or, as the case may be, the hire as recorded in the Order Confirmation, the Hirer shall owe RAI the percentage of the Hire Charge specified in this Article:
- (i) twenty (20) percent in the event of cancellation more than 30 days before the first day of the Hire Period;

- (ii) thirty-five (35) percent in the event of cancellation less than 31 days but more than 15 days before the first day of the Hire Period;
- (iii) fifty (50) percent in the event of cancellation less than 16 days but more than 10 days before the first day of the Hire Period;
- (iv) seventy-five (75) percent in the event of cancellation less than 11 days but more than 6 days before the first day of the Hire Period;
- (v) one hundred (100) percent in the event of cancellation less than 7 days before the first day of the Hire Period.

12.4 Hirer shall not be entitled to invoke force majeure in case of cancellation of the Agreement in whole or in part.

13. **Article 13 – Cancellation by RAI and change of Hired Premises**

13.1 In the event of serious special or unforeseen circumstances or serious circumstances beyond its control, RAI will be entitled to cancel the contract of hire or to terminate it with immediate effect or to offer the Hirer reasonable alternative premises in the agreed Hire Period on the same terms and conditions.

The Hirer will not be entitled to compensation for any costs or damage incurred as a consequence of such a cancellation or change. If the contract is terminated in the manner referred to in this article, the Hire Charge already paid will be refunded.

13.2 If any alternative premises as referred to in the previous paragraph are not suitable, this being a matter for reasonable assessment by the Hirer, the Hirer will be entitled to terminate the contract(s) within seven (7) working days of the written and dated proposal by RAI.

14. **Article 14 – Integrated licence of RAI under General Municipal Bye-Law (APV)**

14.1 RAI Amsterdam has an integrated licence from the Municipality of Amsterdam for the organisation of a variety of activities. If the Hirer wishes to organise an activity that comes within the scope of the RAI's integrated licence it should apply to RAI for consent. RAI will decide on this application as quickly as possible.

15. **Article 15 – Applicability of standard terms and conditions of hire**

15.1 If and in so far as any provision of the Standard Terms and Conditions of Hire is null and void or is declared void, the other provisions of the Standard Terms and Conditions will remain in force in full. RAI shall then adopt a new provision to replace the provision that is null and void or has been declared void, taking account as far as possible of the tenor of the former provision.

15.2 The applicability of any general or specific terms and conditions, whether of hire or otherwise, of the Hirer is expressly rejected.

15.3 In addition to the Standard Terms and Conditions of Hire, the Rules and Regulations apply. If and in so far as the Rules and Regulations referred to in this Article conflict with the Standard Terms and Conditions of Hire, the provisions of the Rules and

Regulations will prevail unless agreed otherwise by RAI in writing.

15.4 The Standard Terms and Conditions of Hire may be derogated from only by means of a written document signed by RAI.

15.5 The Hirer is aware and explicitly accepts that RAI will digitise the Order Confirmation signed by both Parties using PDF and will keep only this digital PDF version in its records. The Parties shall therefore treat the digital version of the Order Confirmation created in this way as the original contract of hire and Order Confirmation which are binding on the Parties and has the same legal force and evidential value as the original written version of the Order Confirmation.

16. **Article 16 – Choice of law and forum**

16.1 The contract of hire is governed by the law of the Netherlands.

16.2 The District Court in Amsterdam, the Netherlands, will be exclusively competent to hear all disputes that may arise in connection with or in the performance of the contract of hire or any agreements yet to be concluded by the parties with regard to the contract of hire.

16.3 Notices and any other notifications with regard to the contract of hire may be sent in person or by registered post to the addresses stated in the Order Confirmation. The Hirer hereby declares that it agrees that if the Hirer's address is no longer valid and RAI has not received any other correct address from the Hirer, RAI may use the office address of RAI for such notifications as long as the Hirer has not given written notice of any other valid address.

17. **Article 17 – Residual provisions**

17.1 RAI will decide on all matters for which these Standard Terms and Conditions of Hire make no provision or in respect of which they are deemed unclear.

17.2 The Dutch text of the Standard Terms and Conditions of Hire will be decisive.

17.3 The Standards Terms and Conditions of Hire have been filed with the Chamber of Commerce and Industry in Amsterdam.
