

These general terms and conditions apply to every quotation and ensuing Agreement to provide services between EMERCE BV and a Client. Any purchasing terms and conditions of the Client are hereby explicitly rejected.

## 1. CREATION OF THE AGREEMENT

- 1.1 The agreement between EMERCE and the Client is created by the Client accepting the unchanged quotation from EMERCE. Acceptance under reservation or under different conditions counts as a counter-offer, not as acceptance.
- 1.2 If the Client does not explicitly accept the quotation, but allows EMERCE to commence the work, the quotation shall be deemed to have been accepted.
- 1.3 In the event of a contradiction between the quotation and the general terms and conditions, the quotation will prevail.
- 1.4 The Client may request additional work or extension at any time. EMERCE will adjust the quotation accordingly, after which the Client must again agree as stipulated in paragraphs 1 and 2. Rates for additional work are as determined in the EMERCE price lists at the time of the request. A request for reduced work will be granted at the discretion of EMERCE.

## 2. DURATION AND TERMINATION

- 2.1 The agreement takes effect on the date that EMERCE receives the acceptance. In the case referred to in Article 1 paragraph 2, this is the date that EMERCE commences the work.
- 2.2 The agreement ends on the date stated in the quotation or on the date that the agreed work (including any additional work) has been completed. If completion, due to the nature of the work, is not to be expected, the contract will run for an indefinite period and both parties may cancel it in writing with three (3) months prior notice.
- 2.3 The Client may only terminate the agreement prematurely if this is stated in the quotation. Prepaid fees are then reimbursed in accordance with the quotation.
- 2.4 Each party has the right to dissolve the agreement in writing without judicial intervention, if the other party, even after a written warning setting a reasonable period for the rectification of the shortcoming, continues to fail in the fulfilment of its obligations after the expiry of that term.
- 2.5 Each party has the right to terminate the agreement in writing, if the other party is in a state of bankruptcy, applies for suspension of payment or ceases its business operations. To the extent permitted by law, Article 7:408 paragraphs 1 and 2 of the Civil Code do not apply.

## 3. PERFORMANCE OF WORK

- 3.1 EMERCE will take the care of a good contractor in the execution of the agreement. Committed deadlines are target dates unless stated otherwise.
  - 3.2 Client ensures timely, complete and correct delivery of required source materials. The Client will observe the instructions and guidelines given by EMERCE.
  - 3.3 The Client guarantees the legality and correctness of the source materials and the use intended by EMERCE as described in the quotation. In particular, source materials must comply with all applicable laws and regulations and generally accepted standards and codes of conduct within the industry. In the event of a breach of this provision, the Client is obliged to fully compensate the damage and costs suffered by EMERCE.
  - 3.4 EMERCE is not obliged to investigate the source materials for suitability for the work, but may, in case of obvious imperfections, suspend the work until the Client has made them suitable. If this results in additional work, EMERCE is entitled to adjust the quotation accordingly.
  - 3.5 If an agreed service is provided remotely, such as in publications on the internet, EMERCE will endeavor to keep the service available to customers, but does not make any guarantees about this. EMERCE may adjust the service if maintenance, security or advancement of the technology reasonably requires this.
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- 3.6 The risk of misunderstandings with regard to the content and performance of the agreement rests with the Client, if such misunderstandings are caused by instructions, source materials or communications from or on behalf of the Client that are not, are incorrectly, are not timely or are incompletely received by EMERCE.

#### **4. INTELLECTUAL PROPERTY AND PERSONAL DATA**

- 4.1 All (intellectual property) rights, including but not limited to copyright and database rights, to the content, channels and all other software, files (including address files), materials (including software) and information provided by EMERCE are exclusively vested in EMERCE or its licensors. The Client only obtains the rights of use that are granted in the agreement and the law. Any other or more extensive rights of the Client are excluded.
- 4.2 To the extent necessary for the execution of the agreement, EMERCE grants the Client the non-exclusive, non-transferable right to have the services deployed online by EMERCE used by an authorized representative.
- 4.3 If the Client gains access to personal data for the benefit of the agreement, the Client may only process these within the limits stated in the quotation. If EMERCE acts as processor for the Client, the parties will enter into a separate processor agreement in advance. This prevails over these general conditions; the quotation takes precedence over the processor agreement.
- 4.4 By placing information on the Website or otherwise making it available to EMERCE, the Client grants EMERCE worldwide, perpetual, transferable, non-exclusive, royalty-free permission to use this information and these materials, including but not limited to publishing, modifying, reproducing or otherwise exploiting this information in the Media or on the Website. The Client guarantees that he is authorized to grant this permission.

#### **5. LIABILITY AND COMPLAINTS**

- 5.1 The liability of EMERCE under the agreement is limited to direct damage and capped at the amount that the Client has paid to EMERCE under the agreement.
- 5.2 Direct damage means only the costs of repair or rectification of the incorrect performance. EMERCE is never liable for any other damage, such as consequential loss, lost profit, lost savings, damage due to business stagnation and damage due to loss of data. Any other or more extensive liability than stated in these general terms and conditions is hereby excluded.
- 5.3 Liability only arises if the Client gives EMERCE written notice of default and does so within thirty days after the moment that the Client reasonably should have known about the damage. In any case, liability lapses six months after the occurrence of the damage.
- 5.4 The Client indemnifies EMERCE against all claims of third parties as a result of the execution of the agreement, except where the claim can be attributed to a shortcoming of EMERCE itself.

#### **6. RATES AND PAYMENT**

- 6.1 The rates from the quotation are owed for the agreed services. If no rates are stated, the rates apply that are listed on the EMERCE rates list in effect at the time that execution started.
- 6.2 All rates are in euros and exclusive of VAT.
- 6.3 If the term of the agreement is longer than one year, EMERCE is entitled to revise the rates once a year. Article 8 paragraph 3 (amendment AV) applies mutatis mutandis.

#### **7. CONFIDENTIALITY**

- 7.1 The parties shall ensure that all confidential information that they receive from each other before, during or after the execution of the agreement remains secret. The party receiving confidential information will only use it for the purpose for which it is provided.
- 7.2 Information is in any case confidential if it has been marked as such by one of the parties, or it explicitly stated in advance that the information is confidential. In addition, information is confidential if the receiving party should have understood, considering the circumstances, that confidentiality was expected.
- 7.3 The parties also impose these obligations on their employees as well as on third parties engaged by them to execute the agreement.

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## 8. OTHER PROVISIONS

- 8.1 Dutch law applies to this Agreement.
- 8.2 All disputes that may arise in connection with the conclusion or execution of the agreement are exclusively brought before the District Court of Amsterdam.
- 8.3 EMERCE may amend these general terms and conditions once per calendar year. The adjustments take effect three months after they have been communicated to the Client.
- 8.4 If the Client cannot accept the adjustments, it must terminate the agreement in writing within this period. Any pre-paid fees will then be refunded pro rata.
- 8.5 If one or more provisions in these general terms and conditions become void or may be destroyed, then the remaining provisions of these general terms and conditions shall remain fully applicable. In such a case, EMERCE and the Client will consult with each other in order to agree on new provisions to replace the void and/or destroyed provisions, taking into account as much as possible the purpose and scope of the original provision.

## 9. ADDITIONAL PROVISIONS PRINT MEDIA

- 9.1 If an agreement also includes the production of printed material or the inclusion of source materials in printed editions of EMERCE ("Print Media"), then the provisions of this article shall apply, as well as the provisions and (delivery) conditions as stated on the relevant rate cards, brochures/plus propositions and EMERCE websites concerning Print Media. The stipulations in the offer prevail over the other materials with conditions.
- 9.2 EMERCE strives for the best possible reproduction of the source materials for Print Media, but does not guarantee exact reproduction. In particular, color deviation is always possible.
- 9.3 If products and/or advertising of any kind in, with or on Print Media are added to or attached, the Client guarantees that these will not cause any damage to the relevant Print Media and are not harmful in the sense of the law (Art. 6:186 CC, product liability).
- 9.4 If prices for Print Media are based on scales per size, different formats cannot be added together to achieve at the more economical scale of a large format.
- 9.5 Rates and scales apply exclusively to assignments from the Client. It is not permitted to let third parties benefit from the rates and scales applicable to the Client by combining source materials from the Client with source materials from third parties.

## 10. ADDITIONAL PROVISIONS JOBS ADVERTISEMENTS

- 10.1 If an agreement also extends to searching and/or mediating in the filling of vacancies, the provisions of this article shall apply thereto.
- 10.2 The purpose of the agreement is to bring together jobseekers and employers with the aim to conclude employment contracts and comparable relationships. EMERCE is never a party to such agreements, and makes no guarantees about the number of people who respond under the agreement, nor about the suitability of the people who respond.
- 10.3 The Client guarantees that the vacancy to be posted is actually open during the period specified therein, and there exists an actual job at the company of the Client, or an affiliated company. The Client will inform EMERCE as soon as possible after closing the vacancy.
- 10.4 EMERCE is never a party to any agreement that is created between the Client and a counterparty. Only Client is liable and responsible for the conclusion and fulfilment of this agreement.
- 10.5 The delivered source materials may be used by EMERCE for the agreed channels, as well as other channels under EMERCE management where this is relevant.
- 10.6 When the Client receives CVs from job-seekers, these will be regarded as confidential information as referred to in Article 7.

## 11. ADDITIONAL PROVISIONS EVENTS

- 11.1 If an agreement also includes sponsoring or other contribution to an event provided by EMERCE, the provisions of this article shall apply thereto.
- 11.2 EMERCE determines at its own discretion the date(s), location and manner of running the event and is entitled to change this if circumstances give cause to do so. In case of a change of the date of the event, a change of the

- times by more than two (2) hours, a change of the promised floor area by more than 25% or a change of location, the agreement remains fully in force. The Client is, however, entitled to cancel the agreement within a period of 14 days after notification of the change. In that case, the Client will be reimbursed the participation costs already paid by him, without any claim to damage compensation and after deduction of the costs of services already provided.
- 11.3 EMERCE determines the entrance fees for the event. The Client receives the number of admission tickets stated in the quotation without any additional charge. These tickets also provide access for the period of set up and/or break down. EMERCE is always entitled to withdraw admission tickets and/or to deny the parties concerned access to the event and/or the location, if in the opinion of EMERCE there are valid reasons to do so.
- 11.4 The Client is entitled, during the agreed period, to the space and other facilities stated in the quotation (hereinafter "the Stand Space"). EMERCE will endeavor to take the wishes expressed by the Client into account in advance but will determine the most appropriate facilities itself. The Client is bound by this. In the event of deviations of more than 10% in floor area, the Client will be entitled to terminate the contract within 14 days after notification of the floor surface. In that case, the Client will be reimbursed the participation costs already paid by him, without any claim to damage compensation and after deduction of the costs of services already provided.
- 11.5 Set up, break down and supply and removal of goods (including promotional material) must take place within the designated times and without hindering visitors. When building, dismantling and using the floor surface, the Client will observe the house rules set by EMERCE and the accommodation manager. In the event of violation of the provisions of this paragraph, EMERCE is entitled to decide on a solution at its own discretion. The associated costs will be borne by the Client.
- 11.6 EMERCE provides the Client with a number of admission tickets. An admission ticket gives access, depending on the authorization granted, for the period in which the event is set up and cleared away and/or the date on which the event takes place.
- 11.7 The layout of the Stand Space and other set-up for the event by the Client must fit in with the design and intention of the event in question. It is not permitted to make (parts of) the Stand Space available to third parties.
- 11.8 The Client shall in no way cause any inconvenience or nuisance when using the Stand Space, including but not limited to noise nuisance, obstruction of access or passage and obstruction of light or view. The reasonable judgement of EMERCE is hereby binding. In particular, it is therefore not permitted without specific permission from EMERCE
- to use open, flowing, spraying and/or atomized water in or near the Stand Space for demonstrating products;
  - to use appliances, devices, stoves, fireplaces and the like with open fire in or near the Stand Space;
  - to use hazardous substances and/or goods, including but not limited to (highly) flammable substances, gases, chemicals or radioactive goods, during the Event or to store the same in or near the Accommodation;
  - to place or install goods, furniture, signs or advertising material in the broadest sense outside or above the Stand Space;
  - to distribute or offer flyers or other advertising material outside the Stand Space;
  - to make photographic, film or video recordings of objects other than the own Stand Space and its layout;
  - to ask entrance fees or other fees of visitors for visiting the Stand Space;
  - to engage in activities in or around the Stand Space that, in the opinion of Emerce BV, can be detrimental to the event, including but not limited to abusive activities, activities that are contrary to public order and good morals and activities damaging the image of the event;
  - to sell any product to a visitor during the Event, against (almost) simultaneous delivery of the sold product, unless this is customary in view of the nature of the event;
  - to engage in catering activities in or around the Stand Space, other than providing small consumptions to visitors to the Stand Space.
- 11.9 Client is obliged during the event to take care of cleaning of the Stand Space. EMERCE is responsible for the cleaning of other areas, including but not limited to the aisles.
- 11.10 The set-up remains at the expense and risk of the Client; EMERCE does not accept any liability for damage caused to this.
- 11.11 The Client pays EMERCE the participation costs, being all costs owed by the Client to EMERCE in connection with its participation, including but not limited to costs related to Stand Space, insofar as this has not been deviated from in the quotation.
- 11.12 If stated in the quotation, EMERCE grants the Client the right to use logos and other source materials from EMERCE for promotion and other purposes in the quotation related to the event, with due observance of EMERCE's corporate

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identity rules and with presentation of these materials in advance to EMERCE for approval. Under no circumstances may the Client use the materials in a manner that may cause confusion to the public.

- 11.13 Fees are due within fourteen (14) days after the conclusion of the agreement, regardless of the date(s) on which the event takes place.
- 11.14 EMERCE is always entitled to cancel the agreement with a statement of reasons. In that case, the Client will be reimbursed the fees already paid less the costs in connection with services already provided. The costs will be calculated at the rates applicable at the time of cancellation.
- 11.15 Apart from the grounds for termination referred to in this article and the cancellation grounds stated in the other articles, insofar as these apply to the Client, the Client is only entitled to terminate the agreement with due observance of the following compensation rates:
- 100% from 90 days before the event
  - 50% up to 90 days before the event.