

## ANNEX 1: GENERAL TERMS AND CONDITIONS OF SERVICE FOR EVENTS

### ARTICLE1: DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms shall be understood to mean:

- General Terms and Conditions: these General Terms and Conditions of Service annexed to the Service Contract and forming an integral part thereof;
- BUILDING: Antwerp Expo, Flanders Expo, Nekkerhal - Brussels North of Namur Expo contingent on the location at which the EVENT is organised;
- Overall price: the sum of (i) the ROOMS FEE and (ii) the SERVICES FEE;
- EVENT: the EVENT organised by the ORGANIZER as described in Article 1 of the Service Contract;
- EASYFAIRS BELGIUM: EASYFAIRS BELGIUM NV, public limited company with registered office at Maaltekouter 1, 9051 GENT, registered with the register of legal entities under company number BE0424.681.440;
- ORGANIZER: the natural or legal person having concluded the Service Contract with EASYFAIRS BELGIUM;
- Service Contract: the service contract concluded between EASYFAIRS BELGIUM and the ORGANIZER to which these General Terms and Conditions, which form an integral part thereof, have been appended;
- PERIOD OF SERVICE: the period described in Article 3 of the Service Contract;
- ROOMS: the halls and/or rooms in the building having been made available to the ORGANIZER by EASYFAIRS BELGIUM pursuant to Article 2 of the Service Contract;
- ROOMS FEE: the fee, as laid down in Article 5 of the Service Contract.
- SERVICES FEE: the fee, as laid down in Article 5 of the Service Contract.

### ARTICLE2: SCOPE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern all contractual obligations between EASYFAIRS BELGIUM and the ORGANIZER in connection with the EVENT's organisation.

The ORGANIZER expressly waives its own General Terms and Conditions, even in the event that these should postdate these General Terms and Conditions.

Any derogation from the General Terms and Conditions must be expressly agreed in advance and in writing to be valid.

By signing the Service Contract, the ORGANIZER expressly declares that any contractual relationship that may arise between it and EASYFAIRS BELGIUM shall be governed by these General Terms and Conditions.

### ARTICLE3: PROVISION OF ROOMS

The ROOMS are made available without any supply of decoration and/or other accessories.

The FEE includes the use of a furnished EVENT reception desk including micro-USB ports free of charge, and including a free telephone connection (excl. calling costs). The first internet connection is included in the FEE.

The ORGANIZER shall pay EASYFAIRS BELGIUM a fixed indemnity for the coverage of small, no-fault damages (i.e., damages up to a maximum amount of EUR 500 per claim) to the ROOMS. The rates for this fixed indemnity may be found in Appendix 3 of the Service Contract.

This fixed indemnity shall terminate should the ORGANIZER and/or EASYFAIRS BELGIUM wish to carry out a contradictory inventory of the entrance (prior to assembly of the EVENT) and

Initials,

exit (following the disassembly and clearing of the EVENT) to the ROOMS. In this event, the costs of these inventories shall be borne by the ORGANIZER and shall be performed by an independent firm appointed by EASYFAIRS BELGIUM. Should the ORGANIZER wish to be present during the drafting of these inventories, it must notify EASYFAIRS BELGIUM in writing and in good time. EASYFAIRS BELGIUM and the ORGANIZER shall receive a copy of the report with regard to these inventories. The ORGANIZER shall be held fully liable for damage determined not to be attributable to third parties in the inventory of the exit.

The right of use is limited to the ROOMS. Under no pretext and in no way may the ORGANIZER use rooms other than the ROOMS or allow them to be used by exhibitors or visitors. This prohibition of use also applies in particular to the use of the entrance hall, entrances and adjoining rooms, except as provided below and/or by a contract between the parties in writing to the contrary. Consequently, the ORGANIZER is absolutely prohibited from installing structures and/or placing advertising in this entrance hall, these entrances and adjoining rooms.

The entrance hall and entrances may be used during the PERIOD OF SERVICE for the reception and passage of the ORGANIZER's employees, the suppliers, exhibitors and visitors, insofar as these persons are admitted by the ORGANIZER.

EASYFAIRS BELGIUM reserves the right, at all times and even after the signing of the Service Contract, to carry out adjustment or repair work or to have these carried out in the building and in the rooms, provided that the rooms remain available for the EVENT. Performance of this type of work may under no circumstances give rise to any claim for compensation by the ORGANIZER.

EASYFAIRS BELGIUM reserves the right to install temporary and additional installations in or around the building (e.g., tents) with a view to the EVENT's coordination.

All vehicles (e.g., publicity vehicles, refrigerated vans, etc.) or other commercial objects outside, in the car parks and on the grounds of the building may only be parked with the approval of EASYFAIRS BELGIUM and in accordance with the applicable rates.

#### **ARTICLE 4: PAYMENT METHODS AND DEADLINES**

##### **4.1 Payment of the ROOMS FEE and the SERVICES FEE**

Signature of the Service Contract by the parties results in the full amount of the ROOMS FEE becoming due and payable by the ORGANIZER in favour of EASYFAIRS BELGIUM, which in general and to the greatest extent possible (in terms of remaining time) shall give rise to the following three consecutive invoices:

- a. invoice for 10% of the ROOMS FEE within 30 days of the date on which the Service Contract was signed;
- b. invoice for 40% of the ROOMS FEE no later than 150 days prior to the commencement of the first day of assembly, as provided for in Article 3 of the Service Contract;
- c. invoice for 50% of the balance for the ROOMS FEE no later than 90 days prior to the commencement of the first day of assembly, as provided for in Article 3 of the Service Contract;

Invoicing of the SERVICES FEE shall in general, and to the greatest extent possible (in terms of remaining time) occur no later than 60 days prior to the commencement of the first day of assembly, as provided for in Article 3 of the Service Contract. Should the agreement be concluded less than 60 days prior to the EVENT, all fees and costs shall be charged as a lump sum and these shall be immediately due and payable.

To the extent that the determination of the total amount of the SERVICES FEE has been made on a fixed-fee basis, on the basis of commission or should additional services (cost-plus basis)

Initials,

have been requested, a regularisation or settlement invoice shall be issued following the EVENT's conclusion.

The ORGANISER declares its acceptance that EASYFAIRS BELGIUM will do its invoicing electronically.

#### 4.2 Payment methods

Invoices issued by EASYFAIRS BELGIUM must be paid in cash on receipt, for the net amount and not including discount. EASYFAIRS BELGIUM is entitled to ignore the provisions of the Service Contract for the duration of an invoice not having been paid up in full by the ORGANIZER by the due date.

Payments by the ORGANIZER must be made in euros and by bank transfer to the bank account(s) listed on the invoice. Furthermore, with the exception of bank cheques, cheques shall not be accepted.

Any payment made to an EASYFAIRS BELGIUM representative or employee shall not constitute a full discharge, barring the express prior consent of EASYFAIRS BELGIUM.

#### 4.3 Objections to invoices

EASYFAIRS BELGIUM must be notified of any objection to an invoice within eight days of the invoice date. Such an objection shall in no way affect the ORGANIZER's obligation to pay all other invoices due at the time of the objection, and does not entitle it to suspend payment to EASYFAIRS BELGIUM or to suspend any other obligation towards the latter.

#### 4.4 Default or late payment

The ORGANIZER shall take possession of the ROOMS subject to the full payment of all amounts due to EASYFAIRS BELGIUM. Should EASYFAIRS BELGIUM cancel due to circumstances, this shall not give rise to entitlements on the part of the ORGANIZER, and the obligation of payment shall remain unaffected.

Default on the due date of each EASYFAIRS BELGIUM invoice shall automatically and without prior notice of default, lead to the exigibility of interest on arrears at a rate of 12% per annum. This default of payment on the due date leads, under the same conditions as the exigibility of interest, to the payment of liquidated damages for 10% of the amount of the unpaid invoices, with a minimum of EUR 100.00. EASYFAIRS BELGIUM is also entitled to suspend the performance of all obligations that EASYFAIRS BELGIUM may have vis-a-vis the ORGANIZER in default of paying an invoice. This prerogative may be exercised as simple observation by EASYFAIRS BELGIUM of the default payment, without a prior notice of default being required.

Moreover, failure to pay on the due date of each EASYFAIRS BELGIUM invoice leads to the immediate exigibility of all other sums for which the ORGANIZER is liable to EASYFAIRS BELGIUM, even should these be due on a later date.

Failure to pay on the due date shall also invoke the exigibility of all commercial concessions made (either by having provided free space or by granting discounts or other benefits).

### **ARTICLE5: FAILURE TO COORDINATE THE EVENT**

The ORGANIZER undertakes to coordinate the EVENT effectively. Should the ORGANIZER refrain from effectively coordinating the EVENT, for any reason whatsoever, including cases of force majeure, it shall owe EASYFAIRS BELGIUM a fixed indemnity:

- 25% of the ROOMS FEE, should the EVENT ORGANIZER's decision be communicated to EASYFAIRS BELGIUM by registered letter over 12 months prior to the EVENT's first day of

Initials,

assembly (regardless of whether the origin of the EVENT's cancellation should have been due or not due to a circumstance alien to the ORGANIZER's decision);

- 50% of the ROOMS FEE, should the EVENT ORGANIZER's decision be communicated to EASYFAIRS BELGIUM by registered letter less than 12 months prior to the EVENT's first day of assembly (regardless of whether the origin of the EVENT's suspension or the cancellation thereof should have been due or not due to a circumstance alien to the ORGANIZER's decision);
- 100% of the ROOMS FEE, multiplied by the total amount of the SERVICES FEE, should the decision to cancel the EVENT be communicated to EASYFAIRS BELGIUM by registered letter less than six months prior to the EVENT's first day of assembly.

These amounts are due by operation of law without any prior notice of default being required.

Any request from the ORGANIZER to amend the dates of the PERIOD OF SERVICE may be considered equivalent to a decision to cancel and/or halt the EVENT.

The indemnity provided for in this article shall also be due should EASYFAIRS BELGIUM terminate the Service Contract whereby all costs would be paid by the ORGANIZER, and including, but not limited to, this being based on the provisions of Articles 1, 5 and 7 of the Service Contract.

The indemnity provided for in this article shall in no way affect EASYFAIRS BELGIUM's right to claim additional compensation from the ORGANIZER should the actual damage suffered by EASYFAIRS BELGIUM exceed the fixed indemnity provided for above.

Delayed payment of the sums referred to in this article shall automatically give rise, by operation of law and without prior notice of default, to the exigibility of interest on arrears at an annual interest rate of 12%.

#### **ARTICLE6: CHANGING THE DATE**

If the ORGANISER should decide to change the date of the EVENT, 50% of the flat fee provided for in this article - depending on the period within which it is indicated that the date of the EVENT is being changed - can be applied as an advance for the new edition, provided that it will be held within 6 months and in so far as there are availabilities at one of the EASYFAIRS BELGIUM sites.

#### **ARTICLE7: SERVICES**

##### 7.1 Services - general principles

The ROOMS FEES only includes the provision of the ROOMS for the PERIOD OF SERVICE.

All other services to be provided by EASYFAIRS BELGIUM are not included in the ROOMS FEE and shall therefore be charged to the ORGANIZER as a separate SERVICE FEE.

##### 7.2 Security and first aid obligations

During the PERIOD OF SERVICE, the ROOMS used shall be monitored by a supplier approved by EASYFAIRS BELGIUM.

The ORGANIZER shall owe EASYFAIRS BELGIUM payment for the provision of security services by the hour, with a minimum four hour service period for each private security officer, the payment of which shall be calculated in accordance with the rates applicable at EASYFAIRS BELGIUM.

Initials,

The ORGANIZER shall inquire at the Department of Safety of the city in which the EVENT takes place with regard to first aid obligations and shall engage the EASYFAIRS BELGIUM approved partner for this purpose.

A detailed security plan shall be drawn up no later than one month prior to the commencement of the EVENT's assembly. The ROOMS must be monitored from the time that work such as demarcating, drop off of materials by suppliers, etc. takes place.

### 7.3 Franchises, partners and subcontractors

The ORGANIZER acknowledges awareness of the fact that EASYFAIRS BELGIUM has concluded certain franchise and partner contracts, as well as certain subcontracting contracts in accordance with Article 7.8 below. A summary of the main elements of these contracts shall be made available to the ORGANIZER.

The ORGANIZER acknowledges awareness of the content, conditions and modalities of these franchise contracts and undertakes to rigorously comply with these.

## **ARTICLE8: USE OF THE ROOMS PROVIDED**

### 8.1 Standard use

Under the terms of the Service Contract, the ORGANIZER obtains the right to conventional use of the ROOMS made available during the PERIOD OF SERVICE, within the framework of the EVENT's realisation and in strict compliance with all applicable safety standards and Vlare-regulations.

When using the ROOMS provided, the ORGANIZER shall assume all liability in connection with the use thereof, both vis-a-vis EASYFAIRS BELGIUM and vis-a-vis any third party.

The ORGANIZER is obliged to comply with all legal obligations incumbent upon it or upon the EVENT in the broadest sense. Consequently, it must comply with all regulations based on excise duties, municipal authorities (police, fire brigade, etc.), registration and tax services, copyright society, fair compensation, etc. This list is not exhaustive.

The ORGANIZER shall make the necessary arrangements to ensure that any claim by any third party against EASYFAIRS BELGIUM shall, in connection with the obligations described in this article, be avoided and shall in all cases be obliged to indemnify EASYFAIRS BELGIUM against all possible claims, from any third party whatsoever, against EASYFAIRS BELGIUM.

### 8.2 Public order and public opinion

The ORGANIZER shall refrain from any initiative and/or EVENT that might disturb the public order or which has the potential to provoke public discontent.

Should, after the Service Contract has been signed, EASYFAIRS BELGIUM be of the opinion that the EVENT has the potential to either disturb the public order or provoke public discontent, EASYFAIRS BELGIUM may at any time, by unilateral decision, prohibit the ORGANIZER from coordinating the EVENT planned by it. This decision by EASYFAIRS BELGIUM shall under no circumstance give rise to any claim to damages of any nature or origin whatsoever on the part of the ORGANIZER. The ORGANIZER shall have no possible avenue of recourse against this EASYFAIRS BELGIUM decision.

In such an event, EASYFAIRS BELGIUM reserves the right to claim to any damages from the ORGANIZER.

The ORGANIZER understands that the internal regulations (IR) for visitors may be found on the website of the relevant BUILDING.

Initials,

### 8.3 EVENT- related advertising

The ORGANIZER shall be entitled to advertise the EVENT it has assembled in and around the building, exclusively in the places provided by EASYFAIRS BELGIUM by means of posters and/or banners, and at the applicable advertising rates. The ORGANIZER shall therefore refrain from affixing posters and/or banners in places other than those designated, unless with the prior written consent of EASYFAIRS BELGIUM.

The ORGANIZER shall only be able to exercise the right provided for in this article to the extent determined by EASYFAIRS BELGIUM, taking into account, among other things, any rights of use granted by EASYFAIRS BELGIUM to other ORGANIZERS.

The ORGANIZER shall remove these posters and/or banners prior to the last disassembly day of the EVENT it has assembled, as provided for in Article 3 of the Service Contract. EASYFAIRS BELGIUM reserves the right, at the ORGANIZER's expense, to remove all posters and/or banners placed by it the day after the EVENT set up by the ORGANIZER has concluded, in the event that the ORGANIZER has remained in default with regard to personally removing these posters and/or banners.

### 8.4 Temporary structures

The ORGANIZER shall be entitled to implement temporary structures, enclosures or superstructures in the ROOMS or to have these implemented, subject to the obligation that these be removed on the EVENT's conclusion and subject to the express conditions that: (i) all applicable safety standards be complied with at all times, (ii) the ROOMS not be damaged and (iii) that the facilities used by the EASYFAIRS BELGIUM franchisers, subcontractors and other sponsors be treated with due care.

The structures referred to in this article shall always be erected separate from the buildings, without the option of these being incorporated into any part of the buildings or their related installations and adjoining facilities.

The ORGANIZER shall make the necessary arrangements to prevent any pollution or accidents or damage as a result of the assembly, maintenance and/or clearance of these structures.

In this context, the ORGANIZER acknowledges that it is solely responsible vis-a-vis EASYFAIRS BELGIUM and that subsequently EASYFAIRS BELGIUM shall only have recourse to appeal on the exclusion of third parties to which the ORGANIZER may have granted admission for the assembly and/or disassembly of such structures, enclosures or superstructures.

Any object and/or structure assembled by or authorised by the ORGANIZER with a load of more than 10 tons/m<sup>2</sup> shall be subject to the prior approval of EASYFAIRS BELGIUM.

#### a) General standards for stands or other structures:

- the maximum height of an elevated stand may not exceed six metres
- the structure may not damage the EASYFAIRS BELGIUM buildings in any way. This means that all exhibition stands are self-supporting and are at no point secured to the walls or the ceiling
- the operation and control of equipment (heating, gates, doors etc.) in buildings are taken into account
- the structure shall not put either persons or goods in direct or indirect danger

When constructing the stands or other structures, only two types of materials may be used:

- manufactured in accordance with DIN 4102
- A1/A2 (not flammable)
- or B1 (difficult inflammable/ fire retardant)

Initials,



- or B2 (normal inflammable)
- or in accordance with EN13501-1

All materials used are accompanied by a certificate validating the fire resistance of the material.

Should the material have been made fire retardant, the following points must be listed on the certificate:

- the nature of the products used and the date of treatment
- the duration of the treatment and any precautions to be taken to maintain the duration of the treatment

EASYFAIRS BELGIUM or the competent fire brigade may at any time require this certificate for inspection.

b) Use of paints

Oil paints, varnishes or other coatings exhibiting the same fire hazards are only permitted on type A1 materials.

A1/A2 (not flammable)

or B1 (difficult inflammable/ fire retardant)

or B2 (normal inflammable)

or in accordance with EN13501-1

c) Suspended decorative materials

Curtains, canvas, etc. may be used should the exhibitor take the following points into account:

- the materials must be guaranteed fire-resistant
- they must not come into contact with any heat source

EASYFAIRS BELGIUM shall at all times be permitted to prohibit the assembly of certain structures, enclosures or superstructures, or to order their immediate removal should EASYFAIRS BELGIUM be of the opinion that such structure has the potential to compromise safety in the broadest sense of the word. In such a case, EASYFAIRS BELGIUM shall not be obliged to justify its decision and the decision taken by it shall be implemented by the ORGANIZER immediately at its risk and expense.

d) Structures for temporary use

All structures for temporary use, such as stages and platforms, shall be assembled with materials in accordance with DIN 4102

A1/A2 (not flammable)

or B1 (difficult inflammable/ fire retardant)

or B2 (normal inflammable)

or in accordance with EN13501-1

Floors, stairs and other elements shall be firmly secured to each other.

The free spaces underneath stages, platforms, etc. may not be accessible to the public or contain combustible material.

The structure must have a load-bearing capacity sufficiently able to bear the objects or persons for which it is intended. Structures having the potential for any hazard, such as stairs, stages and scaffolding, must be checked by an authorised person and possess a positive report.

Initials,

EASYFAIRS BELGIUM shall be entitled to remove all structures that have not been removed by the ORGANIZER on the day planned for clearance, or to have them removed at the risk and expense of the ORGANIZER.

The prohibition imposed by EASYFAIRS BELGIUM on erecting any structure or the order to remove any structure issued by EASYFAIRS BELGIUM shall under no circumstances give rise to any claim for damages on the part of the ORGANIZER and/or by any third party admitted by the ORGANIZER.

In this context, EASYFAIRS BELGIUM expressly draws the ORGANIZER's attention to the fact that it shall in all cases be obliged to make the necessary arrangements to ensure that the (emergency) exits, fire extinguishers and fire hoses remain accessible without requiring any effort or having to move any object. The ORGANIZER shall also make the necessary arrangements to ensure that the outlets of cold and/or hot air installations are kept completely unobstructed.

The ORGANIZER shall fully indemnify EASYFAIRS BELGIUM against all possible claims by third parties in this respect.

#### 8.5 Communication of the floor plan

The ORGANIZER shall submit an initial draft of the floor plan to EASYFAIRS BELGIUM 60 days prior to the commencement of the EVENT's assembly at the latest. A detailed final plan with regard to the layout of the ROOMS shall be submitted 30 days prior to the commencement of the EVENT's assembly at the latest. The ORGANIZER shall immediately make the changes deemed necessary by EASYFAIRS BELGIUM to the plan.

The plan must be made available in digital form to EASYFAIRS BELGIUM, preferably in Autocad (or DWG format). The plan shall clearly state the name of the EVENT, the edition and the scale. In addition to a legend, the minimum elements (external and internal walls, fire extinguishing equipment, emergency doors and gates, no-build zones, energy outlet, etc.) of the basic floor plan of the buildings are also acquired as a reference.

Should the ORGANIZER supply a floor plan failing to comply with the above requirements, EASYFAIRS BELGIUM shall be entitled to subject the floor plan, at the expense of the ORGANIZER, to the applicable rates listed in Appendix 3 of the Service Contract.

#### 8.6 Materials and products

The ORGANIZER shall exclusively use flame-resistant materials or products. The ORGANIZER is prohibited from installing or admitting dangerous, toxic, flammable or explosive materials or products and, in general, materials or products or applications (e.g., legionella) that are of such a nature that third parties may be put at risk by these, save after having obtained the prior written consent of EASYFAIRS BELGIUM. Any authorisation granted by EASYFAIRS BELGIUM in this respect shall not relieve the ORGANIZER of its sole liability for any damage that may occur in connection with these materials or products.

The ORGANIZER shall fully indemnify EASYFAIRS BELGIUM against any claims by third parties in this respect.

#### 8.7 Access to the EVENT

In principle, and subject to compliance with the General Terms and Conditions, the ORGANIZER is at liberty to determine which exhibitors it admits to the EVENT along with the objects and products that may be exhibited there. EASYFAIRS BELGIUM reserves the right, however, to bar exhibitors whose activities have no connection with the EVENT as described in Article 1 of the Service Contract, as well as to have objects and products that have no connection with the EVENT removed, it being fully understood that neither the ORGANIZER

Initials,



concerned nor the exhibitor concerned shall be entitled to any compensation based on the presumption that EASYFAIRS BELGIUM should have exercised the aforementioned right.

In principle, the ORGANIZER is also at liberty to determine which visitors/service providers it admits to the EVENT.

The ORGANIZER shall be obliged to grant free access to the EVENT to all holders of an Easyfairs VIP badge, to all EASYFAIRS BELGIUM employees as well as to EASYFAIRS BELGIUM franchisers and subcontractors.

With the exception of guide dogs for disabled persons and animals intended to be shown during the EVENT, animals are not admitted to the building unless the ORGANIZER should decide otherwise and provided that the legal restrictions are complied with and in mutual consultation with EASYFAIRS BELGIUM.

The ORGANIZER confirms to have taken cognizance of the house rules of the site and the building at which the EVENT shall take place. These may be found on the relevant EASYFAIRS BELGIUM websites.

#### 8.8 Franchises, partners and subcontractors

Over the course of the EVENT, either on its own behalf or via franchisers, partners or subcontractors, exclusively and for a fee paid by the exhibitors and/or visitors, and whatever the nature of the EVENT being organised may be, EASYFAIRS BELGIUM reserves the right to provide the following services:

- operation of car parks for visitors and exhibitors (including signs on and around the site);
- operation of sanitary facilities, cloakrooms and lockers (by means of permanent or temporary built facilities);
- all forms of permanent or temporary surveillance associated with the EVENT (including the control tower, where applicable);
- suspension points;
- electrical power connections in the energy consumer's immediate vicinity;
- water connections and the distribution of compressed air;
- all internet connections (including Wi-Fi);
- dimming (blackout) of the ROOMS;
- cleaning of the ROOMS where the EVENT is organised, including the car parks and adjacent grounds;
- removal and processing of waste;
- hiring out of elevated work platforms and forklifts and services related thereto;
- sound amplification, used to broadcast atmospheric music and communicate information to EVENT visitors;
- insuring of goods exhibited and third-party liability insurance for the exhibitor and ORGANIZER;
- operation and marketing of communications media in and around ROOMS (LED screens, advertising frames, banners, flagpoles, etc.)
- promotion (by means of publicity, sampling or other promotional campaigns) of EVENT-related brands insofar as these are not in conflict with a regular partner/sponsor of the ORGANIZER's EVENT.

The above list is not exhaustive.

The ORGANIZERS and exhibitors must demonstrate due care for the facilities temporarily or permanently installed in the halls by the franchisers, partners or subcontractors, as well as for those provided for the EVENT.

Initials,

### 8.9 Catering & Sampling

#### a) Catering including public sale:

Over the course of the EVENT, either on its own behalf or via franchisers, partners or subcontractors, exclusively and for a fee paid by the exhibitors and visitors, and whatever the nature of the EVENT being organised may be, EASYFAIRS BELGIUM reserves the absolute right to supply catering services:

- sale of beverages, snacks and meals from fixed infrastructure as well as mobile points of sale;
- operation of all food and beverage dispensers;

#### b) Catering services for events and seminars:

Over the course of the EVENT, either on its own behalf or via franchisers, partners or subcontractors, EASYFAIRS BELGIUM reserves the absolute right to supply catering services, exclusively and for a fee: The list of franchisers, partners or subcontractors may be updated annually and may also be requested by the ORGANIZER.

#### c) Crewcatering

Guidelines on crew catering are available on request

#### d) Sampling of food and beverage products:

Distribution of beverage and food products during the EVENT shall only be permitted pursuant to the written consent of EASYFAIRS BELGIUM. The location of the sampling shall also be laid down in this written agreement.

In addition, a fee will be charged per visitor & per brand. The rate depends on competing or non-competing products with the Easyfairs house brands.

It is strictly forbidden to distribute products that are in conflict with EASYFAIRS BELGIUM's own brands. The list of own brands may be updated annually and may also be requested by the ORGANIZER.

### 8.10 Merchandising

If merchandise is sold during the event, the ORGANISER shall owe EASYFAIRS BELGIUM a commission of 10% on the sales realised (excl. VAT).

While the merchandise is being sold, all sales are registered on a POS system provided for this purpose.

Each day, before the merchandise stand is closed, a detailed sales report is communicated to EASYFAIRS BELGIUM by e-mail.

### 8.11 Music and advertising announcements

For the EVENT's duration, the ORGANIZER shall be permitted to install a sound system in the ROOMS and to broadcast music and/or advertise announcements therein, provided that this/these comply/complies with the applicable laws and/or regulations.

With regard to music, the ORGANIZER shall pay the necessary copyrights and/or other amounts due to the SABAM and/or other institutions and, among other things and without this list being exhaustive, shall strictly comply with the provisions contained in the law on copyright and related rights as well as with other similar laws and regulations.

Initials,

With regard to advertising announcements, the ORGANIZER shall among other things and without this list being exhaustive, strictly comply with the provisions of the law on commercial practices and other similar laws and regulations.

With regard to EASYFAIRS BELGIUM, the ORGANIZER assumes responsibility for all advertising announcements made by or on behalf of or on the instruction of any third party, to include the exhibitors.

Moreover, EASYFAIRS BELGIUM reserves the right to prohibit any advertising announcement. The ORGANIZER shall comply with this prohibition without recourse to contest or dispute thereof.

In addition to complying with the applicable laws and/or regulations, the ORGANIZER shall in all cases prevent the volume of these broadcasts from potentially impeding third parties.

The ORGANIZER shall be solely responsible and liable for any breach in this respect, and shall take the necessary measures to prevent EASYFAIRS BELGIUM from becoming involved in any dispute with third parties whatsoever, including the competent authorities and agencies. Furthermore, in the event of any breach, EASYFAIRS BELGIUM shall be entitled to demand that the sound system be switched off during the EVENT.

#### 8.12 Photographs, video and audio recordings

EASYFAIRS BELGIUM has the right to take photographs, record audio and video and to film during the EVENT and to use this material for promotional purposes.

#### 8.13 Drones

The use of drones is not permitted except with express consent by EASYFAIRS BELGIUM. Where authorisation is concerned, the ORGANIZER shall ensure that drone operators have the necessary training and permits and comply with the legislation on the use of such devices.

#### 8.14 WLAN/WIFI

Within the building, only the use of the EASYFAIRS BELGIUM approved WLAN system is permitted. Consequently, the ORGANIZER and any third party admitted by it is prohibited from using its own WLAN system within the building. Disturbing and unofficial hotspots shall be detected and removed at the expense of the ORGANIZER or the relevant supplier should this be attributable. The ORGANIZER undertakes to inform EVENT suppliers sufficiently in this regard.

#### 8.15 Electrical connections

Every electrical connection to the sockets and/or the electricity grid provided in the ROOMS shall be established using a control cabinet equipped with the necessary fuses, in accordance with the intended use.

The electrical connections shall be organised individually for each stand and installed in accordance with the applicable laws and/or regulations, and in accordance with the rules of good engineering practice.

The supply and distribution of electricity is exclusively ensured by EASYFAIRS BELGIUM. The electrical installations installed in the halls are subject to the 'General Regulations for Occupational Health and Safety' and the 'General Regulations for Electrical Installations'.

Connections shall be made at the risk and expense of the ORGANIZER, which shall under no circumstances be able to suspend any responsibility of any kind whatsoever vis-a-vis EASYFAIRS BELGIUM or to invoke third party proceedings against it.

Initials,

The electrical installation that will be necessary for the EVENT shall form the object of an obligatory inspection by an EDTC company (accredited workplace technical inspection agency) designated by EASYFAIRS BELGIUM, and this at the ORGANISER's expense. All inspections within the scheduled periods of presence of the inspectors (up to the opening of the EVENT) shall be performed at no extra charge. All (re)inspections outside of the scheduled periods of presence of the inspectors shall give rise to an additional charge of €150 per inspection, at the ORGANISER's expense. However, inspections can still be performed after the installation has been put into operation. Any installation that fails to meet the established requirements can be refused, without possibility of recourse against EASYFAIRS BELGIUM.

The supplied voltage is 400 V of alternating current across two phases, in a three-phase system with 230 V between a phase and the neutral, at 50 periods per second.

Electrical installations must be operated by qualified staff at stands or other structures. These persons must be insured by an insurance company for any mistakes that they might make.

a) Electricity cables: the types below are permitted:

- CTMB, VIMB, VTFB and VVB.

The exhibitor must take precautionary measures to ensure that these cables cannot become damaged.

- VTLMB, VDB, VOB, COB and CRVB. The exhibitor shall ensure that these cables are protected by TAL or TAF tubes

b) Lamps/neon: Devices equipped with fluorescent lamps are either of the compact type or have a high power factor (cos phi 0.8). Accessories to the aforementioned devices are stored in a metal cabinet. Cold cathode (high voltage) neon-light advertising is fully controlled by a 'Neon' switch. This switch is clearly visible and easy to reach and provided with an icon.

c) Motors : Three-phase motors between 10 kW and 25 kW are connected in accordance with the applicable regulations. Three-phase motors greater than 25 kW are provided with a star-delta motor starter.

d) Insulation and safety regulations: each connection, power socket, device and any metal fixture in the stand is equipped with earthing and is well-insulated:

- continuous coating
- moisture resistant
- in perfect condition
- and it does not evidence any damage caused by, inter alia, fasteners

- The entire electrical installation is installed on a non-flammable base with no thermal conductivity.
- It is equipped with a differential circuit breaker
- Each circuit is protected by a safety fuse, which is adapted to the maximum load of this circuit
- The exhibitor creates all connections in junction boxes
- Sockets and plugs comply with the applicable safety standards; therefore, three-way plugs are prohibited.
- The conductors for the power supply in sockets of 6 and 10A have a minimum cross-section of 2.5 mm
- Temporary connections using inadequate material such as o-rings, etc., are not permitted
- Defective devices or insulation damage shall be repaired immediately
- Safety accessories at electrical installations shall be secured in such a way that they are accessible only to suitably qualified staff

Initials,

- Unauthorised persons are not permitted to come into contact with live electrical installations

#### 8.16 Attachments to the roof structure

Access to the roof structure is strictly forbidden. Attachments to the roof structure are only permitted by exclusive partners of EASYFAIRS BELGIUM. In order to ensure the proper execution of the suspension works, the ORGANIZER shall provide the following information no later than 30 days prior to the EVENT's first day of assembly:

- Plan the orientation of the stand with respect to the neighbouring stands or the halls and the exact location of each point with respect to the edges of the stand;
- The actual load at each point;
- The height of the points, i.e. the height at which one wishes the suspension points above the ground surface to be expressed in metres;
- A description of the objects;

For all suspensions, the ORGANIZER shall strictly adhere to the guidelines for suspension of objects as included in the 'Rigging Instructions'.

#### 8.17 Logistics services

The ORGANIZER is aware that, in order to protect the ROOMS from damage and to ensure that the logistics process runs as smoothly as possible, certain logistics services have been entrusted to an exclusive partner of EASYFAIRS BELGIUM. This applies to the ORGANIZER as well as to the exhibitor for:

- the provision of forklifts and elevated work platforms, including operators to operate these forklifts and elevated work platforms for the purpose of construction/dismantling of stands and for the purpose of loading and unloading any other materials;
- the provision of workers/transport staff for the processing of empty packaging/filled packaging and available storage;

This rule shall not apply should the exhibitor have an own elevated work platform or forklift at its disposal. Any infringement of this rule shall give rise to a claim for compensation.

#### 8.18 Heating

During assembly and disassembly, no heating/ventilation is provided as standard. During the EVENT, the default heat setting is 19°C. For heating, the ORGANIZER shall owe a lump sum to EASYFAIRS BELGIUM based on the rates set out in the Annex. For temperatures required to be higher than 19°C, an additional cost shall be charged. In order for the heating system to function properly, the doors must remain closed at all times when the heating system is operational.

#### 8.19 Lighting

For hall lighting, the ORGANIZER shall owe a lump sum to EASYFAIRS BELGIUM based on the rates set out in Annex 3.

#### 8.20 Maintenance of the ROOMS

The ORGANIZER is obliged to order a minimum general end cleaning via EASYFAIRS BELGIUM. The rates may be found in Annex 3 of this Service Contract.

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#### 8.21 Waste

The ORGANIZER is obliged to undertake payment of the landfill tax (costs for residual waste). Invoicing shall take place approximately one month after the EVENT.

Placing waste of any kind or origin outside of the ROOMS or having it placed outside of the ROOMS, except in containers fitted for this purpose is prohibited. EASYFAIRS BELGIUM reserves the right to have any waste placed outside ROOMS immediately disposed of at the expense of the ORGANIZER. The costs involved shall be payable on presentation of a statement of expenses in this regard drawn up by EASYFAIRS BELGIUM.

#### 8.22 No smoking and no e-cigarettes

A widespread ban on smoking is in force. Consequently, the ORGANIZER must monitor compliance with this ban in the ROOMS and the ORGANIZER shall, among other things and without this list being exhaustive, strictly comply with the provisions contained in the Royal Decree concerning the smoking ban and other similar laws and regulations, as well as the EASYFAIRS BELGIUM guidelines in this respect. Any fines imposed on EASYFAIRS BELGIUM during the EVENT following inspections by the competent authorities shall be recovered from the ORGANIZER.

#### 8.23 End of the EVENT and return of the ROOMS

The ROOMS shall be cleared completely and must be returned to EASYFAIRS BELGIUM in impeccable condition on the last day of the PERIOD OF SERVICE at the latest. Any return of the ROOMS at a later date shall automatically and without requirement of any prior notice of default give rise to payment in compensation for each commenced day of delay by the ORGANIZER to EASYFAIRS BELGIUM, equal to three times the daily amount due for the provision of the ROOMS, subject to EASYFAIRS BELGIUM's right to claim additional compensation from the ORGANIZER should the actual damage suffered by EASYFAIRS BELGIUM exceed the indemnity provided for herein.

In the event of damage to the ROOMS, the repair work shall be carried out by a contractor designated by EASYFAIRS BELGIUM. The costs of the repairs shall be charged to the ORGANIZER. Should it be necessary for the organisation of other exhibitions, EASYFAIRS BELGIUM may have the ROOMS cleared at the ORGANIZER's expense in the event that the ROOMS have not been cleared on time. These costs are recoverable on the basis of the known rates, increased by 20%.

### **ARTICLE9: PROVISIONS IN RELATION TO GENERAL SAFETY**

Under the existing regulations it is necessary to appoint a safety coordinator.

#### 9.1 Exits

General instructions issued by the services of the Fire Brigade related to safety shall be followed at all times by the ORGANIZER and the service providers.

All exits are announced using exit symbols. The emergency exit doors shall be left completely clear and must be easily openable to the outside. This means that nothing whatsoever may be attached to the doors. The total width of the exits in each hall is equal, in cm, to the number of people who could potentially use them to reach the exits.

#### 9.2 Fire protection

The fire hydrants and extinguishers, as well as the alarm buttons, must be kept completely clear and visible at all times. They must be easily accessible at all times, without the need to remove objects.

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The signs concerning the location of fire hydrants, fire extinguishers and alarm buttons shall be placed in clear, open spaces. Normal lighting and emergency lighting make these visible from a significant distance.

Permanent monitoring must be carried out in order to prevent or detect a fire in good time, or to combat it while awaiting the arrival of the fire brigade.

The fire brigade must be called on immediately whenever a fire starts, even in the event that a fire be extinguished using own resources.

The staff present (cashiers, inspectors, secretarial staff, hostesses, etc.) must be informed about the dangers caused by a fire. They must be provided with the plans drawn up by EASYFAIRS BELGIUM, which indicate the emergency exits and the location of the fire hydrants and fire extinguishers. The staff responsible for monitoring must be trained to use the equipment properly and to ensure the efficient evacuation of the halls.

### 9.3 Waste and packaging

Waste, paper, cardboard and other combustible material designated as waste must be regularly removed from the stands and their surroundings. Boxes, barrels and packaging are not permitted in or behind the stands. Packaging no longer containing any contents must be removed immediately. Should the exhibitor fail to comply with the rules, EASYFAIRS BELGIUM shall be entitled to remove waste and packaging. This is done at the exhibitor's risk and expense. The storage of boxes, containers and packaging in the halls themselves is strictly forbidden. They must be removed immediately by the exhibitor.

Should the removal fail to take place immediately, EASYFAIRS BELGIUM reserves the right to have these items removed with the cost of the ORGANIZER.

### 9.4 Used products

Explosive and highly-flammable items may NOT be used.

### 9.5 Internal combustion engines (ICEs)

When exhibiting internal combustion engines, the exhibitor must inform the EASYFAIRS BELGIUM technical support service to ensure the removal of the combusted gases.

The following points must be stated on the application:

- all technical data concerning the engine
- the location of the site and the adjustment envisaged
- the nature of the materials
- power of the devices connected to the engine.

EASYFAIRS BELGIUM grants permission to start the engines in cooperation with the competent fire brigade. Necessary precautions may be imposed.

### 9.6 Gas-operated devices

The use of liquefied petroleum gases (propane/butane), as well as any other type of gas, is not permitted within the EASYFAIRS BELGIUM buildings.

### 9.7 Industrial burners

Combustion chambers and boilers must be mounted on a non-flammable base and must be at least 2 m away from any combustible material. The burner must be constructed in such a way that no fuel can accumulate should a defect or malfunction occur in the combustion chamber. The fuel tank is installed outside the halls. All connections between the burner and the storage tank must be in excellent condition. The exhaust pipes are to be well-secured and insulated from any combustible material.

Initials,

### 9.8 Electrical fires

Electric fires must have a CE mark and be connected in accordance with ARAI. Running electrical fires are switched off daily at the end of the EVENT.

### 9.9 Balloons

Inflatable balloons containing flammable or toxic gas may not be exhibited or distributed.

### 9.10 Kitchens

A kitchen installation must be powered by electricity only.  
A tested portable CO<sub>2</sub> fire extinguisher of 5 kg and a fire blanket must be stored in the vicinity. Each deep-fat fryer must be equipped with a lid insofar that it is a household-type appliance and has a max. 3 litre water content.

### 9.11 Music activities

In accordance with the Vlare standards provided, noise levels falling within category 2 are acceptable; this must be specifically checked per venue.

Screens and/or curtains shall be made of non-combustible material. No more than ten seats per row are permitted in the event that only a single aisle is available. There may be 20 seats per row in the event that two aisles are available. A seat of 50 cm per person must be provided. There must be at least 0.45m between seat rows. Light seats must be secured to each other. Should seats be elevated to a height of at least 15 cm, the minimum width shall be 0.40 m.

Two exits of at least 0.80 m must be provided.  
The width of the exits in total must be identical in cm to the maximum number of spectators admitted.

Exits shall be indicated through the use of exit symbols.  
For the remainder, all provisions of law governing the safety of showrooms, including those of the General Regulations on Occupational Health and Safety, as well as all other legal provisions concerning safety, shall apply.

### 9.12 Priority with regard to legal provisions

Should these legal provisions provide for more stringent conditions than those listed in Annex 1 enclosed, these legal conditions shall apply.

## **ARTICLE 10: USE OF THE NAME**

The ORGANIZER may use the name 'Antwerp Expo', 'Flanders Expo', 'Nekkerhal - Brussels North' or 'Namur Expo' and their respective logos solely and exclusively to indicate the location at which the EVENT is being organised.

Under penalty of immediate termination of the Service Contract with costs to be borne by the ORGANIZER without any notice period, the ORGANIZER is absolutely prohibited from using the name 'Antwerp Expo', 'Nekkerhal - Brussels North', 'Flanders Expo' and 'Namur Expo' and their respective logos in such a way that the public might be given the impression that the EVENT organised by the ORGANIZER might have any connection whatsoever with 'Antwerp Expo', 'Flanders Expo', 'Nekkerhal - Brussels North' or 'Namur Expo' or EASYFAIRS BELGIUM.

The ORGANIZER shall very clearly indicate the correct identity of the EVENT ORGANIZER on every document issued by it in connection with the EVENT, so that no confusion can arise among third parties.

Initials,

## ARTICLE11: OBLIGATION OF THE ORGANIZER

The ORGANIZER undertakes to use only a small part of the useful exhibition space for the exhibition of products or the holding of EVENTS for which another exhibition or EVENT has already been or shall be organised in the building within 26 weeks prior to EVENT's opening or within 26 weeks following the EVENT's conclusion.

However, it has been expressly stipulated that EASYFAIRS BELGIUM does not assume any liability vis-a-vis any third party whatsoever, including EVENT ORGANIZERS, with regard to compliance by any ORGANIZER whatsoever with the provisions of this Article. All claims in this respect, of whatever nature or origin, are to be submitted by the party concerned directly against the ORGANIZER potentially having violated this Article, to the exclusion of EASYFAIRS BELGIUM. The ORGANIZER hereby expressly denies the right to initiate any proceedings in this respect against EASYFAIRS BELGIUM, including any right of indemnification which it could potentially invoke against EASYFAIRS BELGIUM.

Any breach of this decision shall entitle EASYFAIRS BELGIUM to terminate the Service Contract immediately and without requirement of any notice at the expense of the ORGANIZER. In the event of such breach, EASYFAIRS BELGIUM shall be entitled to demand the immediate termination of the EVENT to be assembled or, to the extent that the EVENT has already commenced, to demand immediate termination and clearance of the ROOMS, at the ORGANIZER's risk and expense. In the event of such breach, the ORGANIZER shall owe the full amount due, as provided for in Article 5 of the Service Contract, by way of fixed indemnity.

## ARTICLE12: INSURANCE

Should the ORGANIZER fail to present an insurance policy that adequately covers its own liability and that of the persons admitted by it, against the various forms of damage in the broadest sense of the word (including all bodily injuries and material damage caused to third parties), as well as global insurance for the products and goods exhibited, the ORGANIZER shall undertake, at its own expense, to subscribe to a collective insurance policy taken out by EASYFAIRS BELGIUM, as well as to oblige its exhibitors to subscribe to this insurance as well, whereby it shall be understood that EASYFAIRS BELGIUM is neither a co-insurer, broker or insurance intermediary.

Assuming that the ORGANIZER has sufficient insurance cover, it shall be immediately required to submit this insurance contract to EASYFAIRS BELGIUM and also provide proof of payment of the premium due.

The ORGANIZER expressly waives, both in its own name and on behalf of the persons admitted by it, all recourse that it may have been entitled to exercise against EASYFAIRS BELGIUM and/or any company in the group to which EASYFAIRS BELGIUM belongs and/or the owner of the building, pursuant to all legal and extra-legal provisions, and also waives all recourse due to any damage whatsoever, whether caused directly or indirectly to it or to third parties. The ORGANIZER undertakes to notify its insurers covering damages, liability and legal occupational accidents, of this waiver of its right to recourse, on its own behalf as well as on the behalf of the persons admitted by it.

## ARTICLE13: LIABILITY

### 13.1 The liability of the ORGANIZER

The ORGANIZER is jointly and severally liable vis-a-vis EASYFAIRS BELGIUM for all obligations that the exhibitors attending the EVENT have entered into with regard to EASYFAIRS BELGIUM.

The ORGANIZER is also liable vis-a-vis EASYFAIRS BELGIUM for any damage caused to the building, to the rooms and/or installations made available. The ORGANIZER is liable even

Initials,

should the damage have been caused by unknown persons or be the result of vandalism or violence. The ORGANIZER shall therefore be required to pay all repair costs resulting from the damage caused to EASYFAIRS BELGIUM goods as a result of a EVENT.

The ORGANIZER shall be required to bear all costs incurred in its favour by EASYFAIRS BELGIUM, costs that are not included in the INDEMNITY or in the price of the general provision of service.

### 13.2 Exclusion of liability

Under no circumstances shall the ORGANIZER be permitted to hold EASYFAIRS BELGIUM liable for:

- power failures, lighting outages, breakdown of the central heating and/or ventilation in whole or in part, either of a collective or individual nature, even should this make it impossible to proceed with the EVENT in whole or in part, or should seriously impede its progress, whatever the cause thereof may be;
- the complete or partial unavailability of the ROOMS, to the extent that this unavailability should be the result of force majeure or any cause independent of EASYFAIRS BELGIUM, with all of this is to be interpreted in the broadest sense of the word;
- any problem or flaw related to any service provided by third parties arising as a result of EASYFAIRS BELGIUM intervention;
- theft or any loss of any kind and/or a loss of value for items owned by it and/or third parties.
- accidents or any loss of any kind and/or a loss of value for items owned by it and/or third parties.
- accidents that may be suffered by the ORGANIZER or any third party in the building; and
- any form of damage that could arise as a result of any fire or similar hazards.

No claim for damages may be made against EASYFAIRS BELGIUM in connection with the aforementioned facts for any reason or cause whatsoever.

The ORGANIZER hereby expressly waives any recourse against EASYFAIRS BELGIUM, and/or any company in the group to which EASYFAIRS BELGIUM belongs and/or the owner of the building, for any form of damage in the broadest sense of the word which could arise as a result of any fire or similar hazards. EASYFAIRS BELGIUM, on its part, confirms that within the framework of the fire insurance policy it has taken out, that it has also waived recourse against the ORGANIZER.

Moreover, in accordance with the provisions of this article, the ORGANIZER expressly waives any form of recourse against EASYFAIRS BELGIUM, and/or any company in the group to which EASYFAIRS BELGIUM belongs and/or the owner of the building that it could invoke in the event of a third-party claim in its presence.

Consequently, the ORGANIZER undertakes to notify its insurers of this waiver of its right to recourse, on its own behalf as well as on the behalf of the persons admitted by it.

### 13.3 Procedure and guidelines for 'working with third parties'

In light of Chapter 4 'Special provisions concerning work carried out by external companies or by temporary employees' of the Law of 4 August 1996 (Welfare Law), the ORGANIZER undertakes to comply with its obligations with regard to the welfare of employees in the performance of their work, which are specific to the establishment of the EVENT, and to ensure that its contractors and subcontractors comply with these.

The ORGANIZER shall be obliged to provide the following information to its employees and (sub)contractor(s):

Initials,

- The risks to the welfare of the employees as well as the protection and prevention measures and activities relating to the location in which the EVENT will be organised in general;
- The risks to the welfare of employees, as well as protection and prevention measures and activities related to each type of workstation and/or each type of job or activity, insofar that this information bears relevance to the cooperation or coordination;
- The measures taken for first aid, fire-fighting and evacuation of employees and the designated employees responsible for putting these measures into practice.

The ORGANIZER shall provide EASYFAIRS BELGIUM with the necessary information on the risks inherent to the work it carries out during the EVENT and shall cooperate with the coordination and cooperation between the various parties involved in the implementation of measures relating to the welfare of employees in the performance of their work.

EASYFAIRS BELGIUM undertakes to ensure that the ORGANIZER employees and (sub)contractor(s) in its service, have received the appropriate training and instructions inherent in its business activity. EASYFAIRS BELGIUM is entitled to carry out inspections of the work carried out by the ORGANIZER within the framework of the EVENT.

The ORGANIZER and, where applicable, the (sub)contractor(s) has/have the same obligations as EASYFAIRS BELGIUM, with regard to their (sub)contractor(s), in particular:

- To exclude any contractor or sub-contractor which it suspects or has determined not to be in compliance with the obligations imposed by the Welfare Law and its implementing decrees with a view to the protection of the employees;
- Include the stipulations referred to in a) and b) of Article 9 bis 2, 2° of the Welfare Law in an agreement with these (sub)contractor/s. In particular, this means that it may take the necessary measures should the (sub)contractor/s fail to comply or insufficiently comply with its/their obligations in regard of the welfare of the employees during the execution of its/their work specific to the facility in which the works are to be carried out, in the cases provided for in the agreement, with costs to be borne by the (sub)contractor(s).

In the event of non-compliance with the safety agreements, EASYFAIRS BELGIUM itself may take the necessary measures in the event of a risk of fire, a serious occupational accident, an explosion, a collapse, electrocution, with all these at the expense of the ORGANIZER. The ORGANIZER shall not be able to contest the appropriateness of the measures adopted pursuant to this paragraph.

For those cases remaining not mentioned by name in the foregoing paragraph, EASYFAIRS BELGIUM may, following a notice of default by the ORGANIZER, immediately take the necessary measures should the ORGANIZER have failed to take these measures or have insufficiently complied with its obligations. This shall be done at the expense of the ORGANIZER.

#### **ARTICLE 14: FORCE MAJEURE**

The following shall be deemed to be cases of force majeure: fire, war, natural disasters, public measures, any judicial decision, decision concerning the EVENT by the owner of the building or any public authority which causes the operation of the building to be considerably more expensive and/or impossible, and all other cases or situations which result in the operation of the building being considerably more expensive and/or impossible.

In the event of force majeure, EASYFAIRS BELGIUM is entitled to suspend the execution of the contractual relationship with the ORGANIZER for the duration of the force majeure, i.e. to dissolve this contractual relationship in whole or in part at any time with immediate effect, without being obliged to provide the ORGANIZER with compensation. In the event of force

Initials,

majeure, the amounts paid by the ORGANIZER remain the property of EASYFAIRS BELGIUM, the latter not being obliged to pay any refund or compensation.

In the event that EASYFAIRS BELGIUM decides to terminate the contractual relationship with the ORGANIZER for any reason, however, which does not constitute force majeure on its part and which is similarly not due to a breach of the Service Contract by the ORGANIZER, only the reimbursement of the advances and invoices already collected shall be due to the ORGANIZER, without the ORGANIZER having recourse to claim any rights to compensation for any reason whatsoever.

Should the public authorities prohibit the organisation of EVENTS in case of a pandemic, the organiser shall have the right to move the location of THE EVENT in accordance with the following conditions:

- The new EVENT shall take place within 4 months following the publication of the ban on the the organisation of EVENTS by the public authorities
- In such case, as a result of the cancellation of the EVENT on the scheduled dates, the ORGANIZER shall owe Easyfairs the following compensation:
  - o 50% of the rooms fee if NO new edition shall be organized following the conditions above mentioned
  - o 25% of the rooms fee if a new edition shall be organized in accordance with the conditions above mentioned
  - o An additional edition is contracted in the context of a framework agreement

## **ARTICLE15: SCOPE OF THE GENERAL TERMS AND CONDITIONS**

The ORGANIZER hereby expressly undertakes to inform the persons admitted by it of the provisions of these General Terms and Conditions. In view of its relationship with EASYFAIRS BELGIUM, the ORGANIZER undertakes to have those persons admitted by it conduct themselves in accordance with the provisions of these General Terms and Conditions.

In this context, the ORGANIZER agrees that it is liable vis-à-vis EASYFAIRS BELGIUM, to the exclusion of all persons admitted by the ORGANIZER, for any breach of these General Terms and Conditions committed by a person admitted by it.

The ORGANIZER is therefore personally liable vis-a-vis EASYFAIRS BELGIUM for the conduct of all persons admitted by it. Consequently, EASYFAIRS BELGIUM shall be empowered to initiate any legal claim directly against the ORGANIZER in connection with the conduct of the persons admitted by it and the ORGANIZER shall under no circumstances be able to hold EASYFAIRS BELGIUM liable for persons admitted by it.

The provisions of this article apply to the conduct of all persons admitted by the ORGANIZER, including exhibitors, suppliers and visitors to the EVENT.

## **ARTICLE16: MISCELLANEOUS**

### **16.1 Notifications**

All communications provided for in the Service Contract or in connection with the Service Contract must be sent in writing and by registered mail to the addresses of the parties listed on the first page of this Service Contract. All notifications shall be deemed to have been made three working days following postmark or one working day after the date of an acknowledgement of receipt. The parties may change their addresses in accordance with this provision.

Initials,



Contrary to the above, notifications may also be sent by email in the event of extreme urgency.

#### 16.2 Titles

The descriptive words or phrases at the heading of the various articles or parts thereof have only been included for the purpose of facilitating the reading of the Service Contract and references to provisions. They are not part of this Service Contract and do not in any way define, limit or describe the scope or content of the article or paragraph to which they relate.

#### 16.3 Waiver of rights or claims

No party to the Service Contract may be deemed as having waived a right or claim of this Service Contract or with regard to a breach of contract by the other party, unless this waiver has been notified in writing in application of Article 14.1.

Should, in application of the previous paragraph, a party waive rights or claims under the Service Contract having been caused by a default or other non-performance by the other party, this waiver may at no time be interpreted as a waiver of any other right under this Service Contract or with regard to a default or other non-performance by another party, even should both cases exhibit considerable likeness.

#### 16.4 Autonomy

Should any obligation in the Service Contract be unenforceable or in conflict with a provision of mandatory law, this unenforceability or invalidity shall not affect the validity and enforceability of other provisions in this Service Contract, nor of that part of the relevant provision that is not in conflict with mandatory law.

#### 16.5 Previous contracts and statements

This Service Contract in concert with its annexes replaces all previous letters, statements, guarantees or contracts relating to the object of this Service Contract. This Service Contract may only be amended by a written agreement signed by all parties.

#### 16.6 Absence of future rights

The coordination of a EVENT of any kind in the building does not entitle the ORGANIZER at any time to organise either a similar or a different EVENT at a later date. EASYFAIRS BELGIUM expressly reserves the right to refuse permission for any request to set up a EVENT, whomever the ORGANIZER may be, regardless of whether it has previously held a EVENT in the building or not. The decision taken by EASYFAIRS BELGIUM in this respect shall not give rise to any recourse against the applicant.

#### 16.7 Transfer of rights

It has been expressly agreed between the parties that the rights or obligations on the part of the ORGANIZER arising from the Service Contract cannot be transferred in whole or in part from the ORGANIZER to a third party, except with the prior written consent of EASYFAIRS BELGIUM.

In the event that EASYFAIRS BELGIUM agrees to such a transfer of all or part of the rights and/or obligations of the ORGANIZER, the ORGANIZER shall remain jointly and severally liable to EASYFAIRS BELGIUM for the correct performance of all obligations arising from the Service Contract with regard to the party in whose favour the transfer was made.

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#### **ARTICLE17: APPLICABLE LAW AND DISPUTE RESOLUTION**

The Service Contract and these General Conditions forming an integral part thereof are exclusively governed and must be interpreted in accordance with the law of the Kingdom of Belgium.

The courts of the locations in which the EVENT shall take place (Antwerp, Ghent or Namur) have exclusive jurisdiction over any dispute relating to the Service Contract and these General Terms and Conditions.

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