

EXHIBITOR GENERAL TERMS AND CONDITIONS OF VICTAM INTERNATIONAL B.V.

Article 1: Definitions

In these general terms and conditions, the following definitions shall apply:

- (1) Application Form shall mean the form filled in by the Exhibitor requesting to participate in the Trade Fair.
- (2) Exhibition Centre shall mean the centre stated on the Application Form or such other venue or location as may be selected by the Organiser under Article 4 of these Terms and Conditions.
- (3) Exhibition Centre Operator shall mean the owner/ proprietor/ operator/ manager of the Exhibition Centre
- (4) Exhibition Space shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organiser for the purpose of the Exhibition under these Terms and Conditions and shall include Shell spaces (ready stand, including stand services either mandatory or optional) and Non-shell spaces (raw/space only).
- (5) Exhibitor means the person, firm or company whose details are specified as such in the Participation Agreement.
- (6) Exhibitor's Manual shall mean the manual supplied by the Organiser to the Exhibitor which contains information relating to the Trade Fair and the Exhibition Space and other matters (as amended from time to time).
- (7) Fees shall mean the amount to be paid by the Exhibitor to the Organiser as specified in the Participation Agreement. This amount includes a once-only registration fee, a participation fee and a fee for stand services (if applicable).
- (8) Images: the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record.
- (9) Infringing Goods shall mean any counterfeit goods or any goods which infringe any third party's intellectual property rights.
- (10) Organiser shall mean Victam International B.V. as well as any legal person or entity in co-operation with whom the Trade Fair is organized.
- (11) Participation Agreement shall mean the agreement established between the Exhibitor and the Organiser on the Organiser's acceptance of the offer by the Exhibitor to participate in, advertise and/or sponsor the Trade Fair, based on the Terms and Conditions and the Application Form.
- (12) Prohibited Goods shall mean any goods which are prohibited or restricted by local laws or regulations.
- (13) Representatives shall mean the employees, servants, agents, contractors, sub-contractors and all other representatives of the Exhibitor.
- (14) Rules and Regulations shall mean the rules and regulations applicable to, amongst others, exhibitors at the Exhibition Centre and made by the Exhibition Centre Operator.
- (15) Terms and Conditions shall mean these exhibitor general terms and conditions of Victam International B.V.
- (16) Trade Fair shall mean the event, trade fair, exhibition or show stated on the Application Form and organized by Organiser.

Article 2: Applicability

- (1) These Terms and Conditions apply to all agreements concluded between Exhibitor and Organiser for the participation in Trade Fairs organised by (or in cooperation with) Organiser.

- (2) Applicability of the general terms used by the Exhibitor is hereby explicitly rejected, also in the event of any prior or subsequent reference to such terms or declaration that Exhibitor's own terms apply.
- (3) Deviations from these Terms and Conditions may be agreed only in writing and shall apply only once they have been explicitly confirmed to Exhibitor in writing by the legally authorized representative of Organiser.
- (4) Organiser reserves the right to amend these Terms & Conditions at any moment. These amendments shall be applicable from fourteen days after they have been disclosed by Organiser to Exhibitor. With regard to agreements concluded previously, the terms shall continue to apply that were in effect on the day that the agreement was concluded.

Article 3: Applicable rules

- (1) The Exhibitor and its Representatives shall comply with the Rules and Regulations, copies of which are obtainable from the Organiser upon request.
- (2) The Exhibitor and its Representatives shall comply with the Exhibitor's Manual.
- (3) The Organiser reserves the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Trade Fair. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.
- (4) If at any time before, during or after the Trade Fair, the Exhibitor and/or any of its Representatives violate(s) these Terms and Conditions, Rules and Regulations, the Exhibitor's Manual and/or any other supplementary regulations, instructions or agreements, Organiser has the right to terminate the Participation Agreement. Exhibitor is liable for all damages and costs resulting from such violation.

Article 4: Application for Participation

All applications for participation shall be made on the Application Form which shall be submitted to the Organiser for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organiser reserves the right to accept or refuse any application without having to state any reason.

Article 5: Licensing

- (1) The Exhibition Space is licensed to the Exhibitor on a non-exclusive basis.
- (2) The Exhibitor is not permitted to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise share possession of all or any part of the Exhibition Space without the prior written consent of the Organiser.
- (5) The Exhibitor shall ensure that any such authorized sub-licensees comply with the Rules and Regulations, Participation Agreement and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organiser for the consequences of any defaults in accordance with Article 14 of these Terms and Conditions.
- (6) The Organiser reserves the right to terminate the Participation Agreement and withdraw the licence of Exhibitor immediately if booth sub-letting occurs without its prior written consent.
- (7) Any Exhibitor who wishes to use a company name in its Exhibition Space which is different to that stated on its Application Form must submit notice of this change to the Organiser at least three months prior to the commencement of the Trade Fair together with the following:

- a. documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or
- b. other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

Article 6: Exhibition Space

- (1) The Organiser may allocate the Exhibition Space in any manner as it deems fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business.
- (2) The Organiser reserves the right at its sole discretion to change the location of or venue for the Trade Fair, the opening hours of the Trade Fair, the term or duration of the Trade Fair, the date or dates on which the Trade Fair is to be held provided that the revised dates are within 36 months of the dates set out in the Participation Agreement, the allocation of Exhibition Space to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Participation Agreement, to change or close entrances and exits and access to the venue, Trade Fair and/or Exhibition Space and to undertake any kind of alternations to the Exhibition Space whatsoever.
- (3) In the event that the Organiser changes location or venue of the Trade Fair, or the date or dates on which the Trade Fair is to be held, the Organiser will provide the Exhibitor with notice of that change as soon as practicably possible.
- (4) Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless prior written permission has been received from the Organiser. It is recommended that all design proposals be submitted to the Organiser for prior approval.
- (5) An Exhibitor who is allocated Shell space will be provided with stand services as described in the Exhibitor's Manual. The stand construction parts, signboards, boarding, fitting-out materials, switchbox protection and pillar coverings supplied by the technical department of the Organiser, may not be altered, removed or moved or painted.
- (6) The Exhibitor obtains the Non-shell space without any stand, fitting-out, furnishing or technical facility of any kind. The Exhibitor shall arrange for this at his own expense. No closed walls may be used at the aisle side. This applies to all types of stand, including corner, head and island stands.
- (7) The maximum permitted height of the partition walls and fixed parts of the structure of the stand is 250 cm. Any deviations from this should always be submitted to the Organiser for prior written approval.
- (8) Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organiser for prior approval not later than the time specified in the Exhibitor's Manual. Only after the said approval has been obtained may construction commence.
- (9) The Organiser shall designate the stand space by means of position markers on the ground, and the stand itself may be provided with an identification mark, at such place and in such way as the Organiser may determine. The Exhibitor may not remove, move or alter identification marks.
- (10) The Organiser reserves the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations.
- (11) The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded.
- (12) If any such alternations or removals are not made within the time required by the Organiser then the Organiser may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors at first request.

Article 7: Exhibits

- (1) No exhibits will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document.
- (2) The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences, and for storage of exhibits and packaging materials.
- (3) Display of any working or moving exhibits must have the prior written approval of the Organiser. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits.
- (4) Moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons.
- (5) All exhibits and stand furnishings must be confined to the Exhibition Space.
- (6) The Exhibitor shall not store or permit to be stored any hazardous goods in the Exhibition Space.
- (7) Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Centre.
- (8) The Organiser reserves the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Participation Agreement.
- (9) The Exhibitor shall not exhibit at the Trade Fair any Infringing Goods or Prohibited Goods.
- (10) The Organiser shall have the right, without recourse, to physically remove any goods which it or any local court or relevant authority deems to be Infringing Goods, Prohibited Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition at the Exhibition Space at the Organiser's discretion and in any such event, the Exhibitor shall have no financial or other claim against the Organiser.

Article 8: Terms of Payment

- (1) Payment of the Fees is due upon filling in the Application Form.
- (2) The Fees are calculated according to the floor area made available to the Exhibitor, measured within the boundary lines as indicated after the reservation has been made.
- (3) Payment of the Fees and all other payments should be made within 30 days of the date of the invoice without any deduction or set-off, unless a different due date is indicated on the invoice. Payment is to be deposited to a bank or giro account indicated by Organiser, in Euros and including VAT.
- (4) Payments made in respect of a participation may be used by the Organiser to satisfy any claims against the Exhibitor still outstanding in respect of previous participations.
- (5) The Organiser reserves the right to set off any indebtedness of the Exhibitor to the Organiser against any indebtedness of the Organiser to the Exhibitor.
- (6) If any sum owed to the Organiser is not paid in time, interest shall be charged at the statutory rate from the moment at which the claim becomes due. All legal and other costs (of proceedings) actually incurred by Organiser, arising from or relating to incorrect or untimely fulfilment of obligations by Exhibitor, shall be entirely at the expense of Exhibitor.
- (7) The Exhibitor is responsible for all bank charges and other charges related to the Fees.

- (8) The Organiser shall be entitled, after giving a notice of default which default is subsequently not remedied within fourteen (14) days, to terminate the Participation Agreement if the Exhibitor has not paid the Fees or any other amount due to the Organiser or has not done so in full or in time. In such case the Exhibitor shall be obliged to pay in full the Fees and any other costs incurred in connection with his participation, without being entitled to claim compensation, of any kind whatever, in respect of the termination.

Article 9: Conduct in the Exhibition Centre

- (1) During the term of the Trade Fair and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Trade Fair the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.
- (2) Exhibitors and their Representatives shall not do anything, or permit anything to be done, which in the reasonable opinion of the Organiser shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Trade Fair or amounts or may amount to a breach of these Terms and Conditions.
- (3) The Exhibitor and its Representatives shall at all times act in a manner as to avoid putting the Organiser in breach of its agreement with the Exhibition Centre or other third parties.
- (4) The Exhibitor and its Representatives are prohibited from recording Images of any other exhibitor's exhibition space or exhibits in any form without the prior written consent of the Organiser.
- (5) The Exhibitor and its Representatives agree to surrender to the Organiser on demand any material in whatever media on which Images may be recorded in violation of the rule contained in sub-article 9(5) above, including but not limited to film, video tapes, or digital recording of any type and/or making any drawing or sketch or other physical record.
- (6) Should the Exhibitor or its Representative record any Image in breach of the rule contained in sub-article 9(5) above, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organiser unconditionally and immediately on the creation or recording of Images.
- (7) The Exhibitor undertakes to execute all deeds and documents and to do all things and shall procure that its Representative shall do the same as the Organiser may require to vest the IPR in the Organiser including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organiser to execute the same in its name and on its behalf and as its attorney.
- (8) The Exhibitor agrees to indemnify and hold harmless the Organiser, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organiser arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
- (9) It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.
- (10) The Exhibitor and its Representatives must wear the identification badges specified by the Organiser at all times in the Exhibition Centre.
- (11) Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Centre during the Trade Fair and the moving in or moving out periods.
- (12) The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre.

- (13) The Exhibitor will pay or reimburse on demand to the Organiser the costs of repairing any damage caused to the Exhibition Centre or fixtures by its and/or its Representatives
- (14) The Organiser reserves the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in its opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organiser is final in this regard.
- (15) The Organiser will refrain from intervening in any disputes to which it is not party, including but not limited to disputes between Exhibitors and disputes between Exhibitors and visitors.

Article 10: Confidentiality

- (1) Each of the Organiser and the Exhibitor shall keep confidential (or cause the same to be done) all data and information regarding the other party, both during the term of the Participation Agreement and thereafter, (save to the extent it is in the public domain) shall not use or disclose to any third party such confidential information except in connection with the participation in the Trade Fair of the Exhibitor under the Participation Agreement or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.
- (2) Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Trade Fair may be included in the Trade Fair database and the Trade Fair's official directory, and may be used in communications with the Exhibitor and otherwise used by the Organiser and associated companies (or their successors or potential successors in business), or passed on to third parties for promotion purposes.
- (3) Any requests for access to or correction of the data can be made to Victam International BV, Postbus 197, 3860 AD, Nijkerk, The Netherlands. A fee may be charged by the Organiser or a relevant associated company for complying with access requests.

Article 11: Insurance

- (1) The Exhibitor is liable for and must take out adequate insurance satisfactory to the Organiser covering any and all loss or damage of any nature whatsoever that is caused by acts or omissions of the Exhibitor itself and/or his Representatives, and for loss or damage which is caused in any way by his goods and services.
- (2) The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, explosion, water, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks usually insured against by Exhibitors and/or as the Organiser may require, in connection with, inter alia, the Exhibitor's property and its activities during the Trade Fair (including the moving in and moving out periods).
- (3) Exhibitor shall present the insurance policies to Organiser for review at first request.
- (4) The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Trade Fair pursuant to Article 6(2) or any postponement or cancellation of, or other change to, the Trade Fair under Article 12 of these Terms and Conditions.

Article 12: Postponement and Cancellation of Trade Fairs

- (1) In addition to the Organiser's rights under Article 6 of these Terms and Conditions, the Organiser may, without reason and without incurring any liability whatsoever to the Exhibitor other than as provided in Article 14 of these Terms and Conditions, cancel the Trade Fair or at their election, postpone or otherwise make changes to the Trade Fair, if in the sole opinion of the Organiser:

- a. the holding of the Trade Fair by the Organiser, the performance by Organiser of its obligations or attendance at the Trade Fair by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organiser including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, Trade Fairs and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;
- b. any other circumstance, occurrence or cause arises that makes it in the opinion of the Organiser impossible, impractical, or undesirable for the Organiser to hold the Trade Fair as initially planned.

Article 13 Termination of Participation Agreement

- (1) The Participation Agreement may be terminated by the Organiser by notice to the Exhibitor upon the occurrence of any of the following events:
 - a. the Trade Fair is cancelled under Article 12 of these Terms and Conditions;
 - b. The Organiser is not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Trade Fair or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Trade Fair;
 - c. payment of Fees is not made by the Exhibitor in accordance with Article 8 of these Terms and Conditions;
 - d. the Exhibitor, for any reason, is unable to utilise the Exhibition Space allocated to it;
 - e. the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
 - f. the Exhibitor is convicted for any criminal offence or otherwise so conducts itself as to bring itself, the Trade Fair or the Organiser into disrepute;
 - g. the Exhibitor is in breach of any provision of the Participation Agreement, including without limitation its obligations in Articles 7 and 9 in relation to Infringing Goods, Prohibited Goods and recording of Images, or of the Exhibitor's Manual or Rules and Regulations; or
 - h. the Exhibitor is in breach of any applicable local legislation, rules or regulations.
- (2) The Exhibitor is entitled to cancel the Participation Agreement at any time. In case of such cancellation, cancellation fees are payable by the Exhibitor in accordance with the information below:
 - a. 25% of the reservation value from the moment the first invoice has been sent but more than 182 days before the first day of construction
 - b. 50% of the reservation value, if the application is withdrawn less than 182 days but more than 93 days before the first day of construction
 - c. 75% of the reservation value, if the application is withdrawn less than 93 days but more than 62 days before the first day of construction
 - d. 100% of the reservation value, if the application is withdrawn less than 62 days but more than 32 days before the first day of construction

- e. 120% of the reservation value, if the application is withdrawn less than 32 days before the first day of construction
- (3) If the Exhibitor has already paid the participation fee to the Organiser, the Organiser will not refund such paid fee.
- (4) Upon termination of the Participation Agreement for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith. If the Participation Agreement is terminated under any of the sub-articles above including without limitation Articles 3(4), 8(8), 13(1) or 13(2), the Organiser shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organiser shall have the right to claim any outstanding Fees and any loss or damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence thereof.
- (5) Upon termination of the Participation Agreement for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition Space cleared by the Organiser at the Exhibitor's expense.
- (6) The Organiser reserves the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organiser in connection with the Trade Fair.

Article 14: Liability and Refunds

- (1) Participation by the Exhibitor in the Trade Fair is solely at the Exhibitor's own risk. All exhibits are brought to, displayed at and removed from the Trade Fair Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
- (2) The Exhibitor indemnifies the Organiser against any and all third-party claims arising from or related to any act or omission of the Exhibitor and/or any of its Representatives.
- (3) The Organiser will not be liable for any loss or damage resulting from any failure in the fulfilment of its obligations or from any wrongful towards the Exhibitor or otherwise arising in connection with the Trade Fair, except in the case of intent or gross negligence on the part of the Organiser or its executive subordinates. If the Organiser is required to compensate any loss incurred by the Exhibitor, the compensation is limited to the amount paid out under the terms of its relevant liability insurance, provided always that in the absence of cover Organiser's liability will be limited to the Fees owed by the Exhibitor.
- (4) In the event that the Organiser postpones, changes the venue of or otherwise makes changes to the Trade Fair under Article 6 or Article 12 of these Terms and Conditions:
 - a. the Participation Agreement shall continue to bind the parties;
 - b. the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay any outstanding Fees, if any; and the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Trade Fair.
 - c. In case of cancellation by the exhibitor, the original dates of the exhibition remain the basis for the conditions.
- (5) In the event that the Organiser cancels or permanently postpones the Trade Fair under Article 12, the Organiser shall refund the Fees paid to the Organiser by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organiser in relation to the Trade Fair. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Trade Fair.

- (6) Nothing in this Article shall have the effect of limiting or excluding the Organiser's liability for fraud, or for death or personal injury caused by intent or gross negligence of the Organiser or its executive subordinates to the extent it cannot be excluded or restricted by law.

Article 15: Photos and videos

- (1) The Exhibitor acknowledges and agrees that the Organiser and its employees may take photographs/videos which could include images of the Exhibitor and its Representatives while attending the Trade Fair.
- (2) The Exhibitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the images worldwide without any compensation.
- (3) The Exhibitor acknowledges that the Organiser is the sole and exclusive owner of all rights of the images and hereby waives
 - a. any and all rights in and to such images, and
 - b. any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use.

Article 16: Compliance with Legislation

The Exhibitor shall comply with all relevant applicable legislation, rules and regulations of the country or territory where the Trade Fair is held and shall be solely responsible for obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the Trade Fair.

Article 17: Privacy Policy

The Organiser deeply respects and values the Exhibitor's privacy. The Organiser therefore provides a Privacy Policy in a separate written statement that is attached to these Terms and Conditions as Annex A.

Article 18: General

- (1) No waiver by the Organiser of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by the General Manager of the Organiser.
- (2) The Organiser's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.
- (3) No waiver by or on behalf of the Organiser of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.
- (4) No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

- (5) These Terms and Conditions together with the Exhibitor's Manual and the Participation Agreement, supersede all prior agreements, negotiations and discussions between the parties.
- (6) The Exhibitor may not rely on any representation, warranty, collateral Participation Agreement or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organiser about the Exhibitor's participation in the Trade Fair, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral Participation Agreement or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.
- (7) Time is of the essence in relation to these Terms and Conditions.
- (8) The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation.
- (9) Nothing in the Participation Agreement shall create a relationship of landlord and tenant as between the Organiser and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence.
- (5) If any provision in these Terms and Conditions is declared void by a court with jurisdiction or otherwise regarded as non-binding, that provision shall be interpreted in such a manner that the conflict or invalidity is reversed. The other provisions in these Terms and Conditions shall remain in full force in that case.
- (6) Without the Organiser's prior written consent, the Exhibitor will not have the right to transfer any rights or obligations under the Participation Agreement to third parties.
- (7) In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual or Participation Agreement, the arrangements in these Terms and Conditions will prevail unless expressly provided otherwise in writing.

Article 19: Governing Law and Jurisdiction

The Application Form, Participation Agreement and these Terms and Conditions including their applicability shall be governed by and construed in all respects in accordance with the laws of The Netherlands and the Exhibitor submits to the jurisdiction of the competent court in Utrecht, The Netherlands for any and all disputes relating to the Application Form, Participation Agreement, these Terms and Conditions (including their applicability) or the Trade Fair.

Nijkerk, the Netherlands, 12 July 2017

This Privacy Policy was last updated on July 12th, 2017.

We ('Victam' or 'us' or 'we' or 'our') deeply respect and value your privacy. This Privacy Policy describes the information we collect about you through our application form and your use of our services and how we use that information.

Scope and acceptance of this Privacy Policy

We collect and process personal data disclosed by you (for example through applying, registering or communicating with us). The application form shows whether the requested information is mandatory to enter into contract or may be provided voluntarily. If the mandatory information is not disclosed by you, we may be unable to enter into contract with you. By using our services, we inform you that we can collect, use, disclose and store your personal data, as described in this Privacy Policy.

How do we collect your personal data?

We collect the personal data you provide to us directly by filling out our application form, using our services, or communicating with us.

We collect the following personal data:

- **Personal data you explicitly provide from you, your contact persons and/or employees:**
 - title;
 - name;
 - gender;
 - address;
 - postal code;
 - place of residence;
 - country;
 - (mobile) phone number;
 - email address;
 - company name;
 - company department;
 - job function and description;
 - interests;
 - VAT number;
 - website address;
 - other event related information.

How do we use your personal data:

We process your personal data based on the following legal grounds:

Legal grounds:

- A. for the performance of a contract (for example by filling out our application form);
- B. for the purpose of our legitimate interests. These legitimate interests include:
 - ¹. marketing purposes;
- C. for compliance with legal obligations.

We process your personal data for the following purposes, based on the noted legal grounds:

<u>Legal ground(s):</u>	<u>Purpose:</u>
A	For cont(r)act purposes: To process applications for exhibiting at or visiting trade fairs
A	To provide you with a matchmaking service.
A	To provide you with services at the exposition (such as gas, water and electricity).

A, B ¹ or C	To contact you via email, message or phone. For marketing purposes:
A or B ¹	To provide you with relevant content.
B ¹	To distribute publications and research materials.
B ¹	To promote events, services and products organised by us and our affiliates. For operating and optimisation purposes:
B ¹	To facilitate and enhance operations by conducting analysis, research and audits. For legal purposes:
C	To facilitate legal proceedings, including collecting overdue amounts, if necessary.
C	To comply with legal requirements based on law and regulations.

Sharing of personal data:

We may share your personal data with third parties in accordance with this Privacy Policy and relevant law and regulations. We solely share your data in the following circumstances.

We may share your personal data with our affiliates for marketing purposes.

We may disclose your personal data to third parties, such as exposition service providers to provide you with basic services (such as gas, water and electricity) or if it is legitimately required to do so by law or legal process (for example for holders of intellectual property, supervisory authorities, Tax and Customs administration, the police and other legal entities).

We will not disclose your personal information to law enforcement, other government officials, or other third parties without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary and legitimate to protect the safety or rights of a third party or to protect our rights.

Retention of personal data:

We will retain your personal data for the period necessary to fulfill the purposes of processing your personal data. Personal data linked to an account may be retained until the personal data appears to be no longer actual or accurate, unless a longer retention period is required for our services, a dispute or as permitted by law.

Security of your personal data:

We take reasonable organizational and technical measures to help secure your personal data, ensure availability and to help prevent unauthorized access, illegal processing or distribution, as well as accidental loss, modification or destruction.

Rights of data subjects:

You have the right to request from us insight into and the accuracy of your personal data. You may submit this request by the following email address: info@victam.com, or by mail: Victam International B.V. P.O. Box 197 3860 AD Nijkerk The Netherlands.

If you subsequently believe that we have inaccurate, incomplete, out-of-date personal data about you, or if you suspect that we incorrectly processed your personal data, you may ask us at any time to correct that information. Through the abovementioned contact details or the displayed opt-out-possibilities you may object to the use of your personal data for marketing purposes. You may request us to restrict the processing of your personal data. You may also request us to transfer your personal

data to another controller. Objections and insight requests, correction, deletion or transfer will be executed, in accordance with the law, subject to legally available exceptions, within four weeks.

Complaints:

If you have a complaint or other question, you may contact us through the following email address: expo@victam.com. Please make sure you include as much information as you can.

We will review complaints and questions within four weeks. We make every effort to resolve your disputes. If you are not satisfied with the outcome, you may contact the Dutch Data Protection Authority ('DPA') (Autoriteit Persoonsgegevens) and file a complaint.