

General terms and Conditions PARTICIPATION IN VIRTUAL EXHIBITIONS

version 14.1, june 2014

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

Terms used in these General Terms and Conditions are defined as follows:

1. General Terms and Conditions: these general terms and conditions that form an inseparable part and govern all participation agreements between Jaarbeurs and the participant regarding participation in one (or several) virtual exhibitions of Jaarbeurs. These general terms and conditions may be deviated from only if confirmed expressly in writing by Jaarbeurs. Applicability of any general terms and conditions of the participant is hereby excluded explicitly.
2. Jaarbeurs: Jaarbeurs B.V., any of its subsidiaries, any (co-) organiser of an on-line virtual exhibition, and any natural person or legal entity in collaboration with which/whom the virtual exhibition is exploited on the internet.
3. Participant: a legal entity with which Jaarbeurs enters into a participation agreement.
4. Website: the portal on which the virtual exhibition as exploited by Jaarbeurs is presented.
5. Quote: the written proposal for participation in the virtual exhibition as drawn up by Jaarbeurs. As long as no participation agreement has been made with the exhibitor Jaarbeurs has the right to withdraw the quote at all times.
6. Participation agreement: the agreement between Jaarbeurs and the participant that comes into effect when the participant signs the quote.
7. Participation package: a package of sponsorship/promotion options related to the virtual exhibition as included in the participation agreement.
8. Participation costs: all costs owed by the participant to Jaarbeurs for its participation in the virtual exhibition.
9. Confirmation of Participation: the written confirmation drawn up by Jaarbeurs sent out by Jaarbeurs to acknowledge receipt of the quote signed by the participant.
10. Virtual exhibition: the exhibition or event on the internet to which the participation agreement relates.

Article 2 Participation Agreement

1. Under the participation agreement the participant may place advertisements and other notices or links on the website for a period of twelve months in accordance with the participation package, against payment of the participation costs.
2. These general terms and conditions form an integral part of the participation agreement.
3. Any requirements specified or any changes or additions made by the participant in the quote, and any other different or additional (from or to these general terms and conditions) agreements form part of the participation agreement only if confirmed by Jaarbeurs in writing.
4. The participant acknowledges that it will accept all consequences of participation in the virtual exhibition arising from signing the quote.

Article 3 Payment and Price

1. The participation costs must be paid within fourteen days of invoice, with no discount or set-off, unless the invoice specifies a different due date.
2. Jaarbeurs has the right to invoice as soon as the participation agreement has been concluded.
3. The participant is liable for all costs due to Jaarbeurs related in any way to the participation agreement, irrespective of whether these costs have been incurred by the participant itself or by any third party acting on its behalf.
4. Even if the participant provides a different invoicing address, it remains jointly and severally liable to Jaarbeurs for the payment of all costs connected with this agreement.
5. In the event of late payment of any sum owed to Jaarbeurs, the payment will be subject to statutory interest from the time when it becomes due and payable. Any costs of collection are payable by the participant, with the extrajudicial costs of collection being set at 15% of the principal sum.
6. If the participant fails to pay the participation costs or any other sum due to Jaarbeurs (in full) and within the set term, Jaarbeurs has the right to regard the participation agreement as terminated with immediate effect. In such a case, the participant will still be required to pay the full participation costs and all other sums owed to Jaarbeurs in full, without being entitled to compensation for any costs and/or loss incurred as a result of the termination of the participation agreement.
7. Jaarbeurs may adjust its prices on 1 January of any year in line with the CBS Consumer Price Index.

8. Jaarbeurs has the right to adjust the agreed prices and fees by means of a written notice or email to the participant. If the participant is not in agreement with any significant adjustment to prices and fees announced by Jaarbeurs that considerably exceeds the normal price increases referred to in paragraph 7 of this article, the participant is entitled to terminate the contract in writing, quoting the relevant particulars, by registered post within 30 working days of the notice referred to in this article, to take effect on the date stated in the notice on which the increase in prices and/or fees was to take effect.

Article 4 Layout

1. Registrations, per product group or otherwise, will be processed in the order in which they are received.
2. Registrations will be included in the product group in the website in alphabetical order, based on the selected participation package, i.e. on the basis of the participant's trading name.
3. During the period of twelve months the participant is entitled to place advertisements, notices or links on designated places on the website as specified by Jaarbeurs in the participation agreement.
4. Jaarbeurs has the right at all times to change the layout of the virtual exhibition or to change product groups or to regroup product groups.
5. Under no circumstances can the participant hold Jaarbeurs liable for any compensation of costs incurred or loss sustained as a result of any decision as described in paragraph 4 of this article.

Article 5 Intellectual Property Rights and Advertising Materials

1. The participant grants Jaarbeurs the right to use the participant's (brand) name, logo(s) and advertising materials, but only for the purposes as described in the participation package.
2. In the event of breach of the provisions of paragraph 1, Jaarbeurs must at the participant's first request cease the use of the relevant (brand) name, logo(s) and/or advertising material.
3. Jaarbeurs refrains from any involvement in disputes including disputes about intellectual property rights, between participants or between third parties and participants. Jaarbeurs cannot be held liable for any infringements by Jaarbeurs of any third-party intellectual property rights as a result of the use of the participant's (brand) name, logos and advertising materials supplied by the participant, or the use by the participant of the participant's (brand) name, logos and/or advertising materials on the website. The participant indemnifies Jaarbeurs against any third-party claims resulting from the infringement of any such third party's intellectual property rights by (1) use of a (brand) name, logos and/or advertising materials by the participant on the website, and by (2) use of the participant's (brand) name, logos and/or advertising materials by Jaarbeurs subject to the conditions set out in the participation package.
4. Jaarbeurs has the right, without stating reasons, to refuse advertising materials, or at any time after placing the advertisement to remove it from the website, such as advertising materials for products that may not be freely sold by or by virtue of the law, or for products that infringe the sales rights of third parties, or for any other products that in the sole judgment of Jaarbeurs are not in accordance with the objectives of the Jaarbeurs website and/or that could harm the reputation of Jaarbeurs (or its website), or where the content of the advertising material in the sole judgment of Jaarbeurs infringes any third party's rights (such as intellectual property rights) or is otherwise unlawful towards third parties and/or the participant is in breach of the obligations set out in Article 6 of these general terms and conditions.
5. Jaarbeurs has the right to remove advertising materials from the website if the participant or any third party abuses the websites, or if there are any other irregularities or technical defects, irrespective of their cause.
6. Under no circumstances can the participant hold Jaarbeurs liable for any compensation of costs incurred or loss sustained as a result of a decision as described in paragraphs 4 and/or 5 of this article.

Article 6 Obligations of the Participant

1. The participant warrants and represents that the information it supplies when registering, or with regard to a product on offer, including any images and descriptions, is, insofar as relevant:
 - correct, complete and accurate;
 - does not relate to stolen goods;

- does not infringe any third-party intellectual property or privacy rights;
 - is not in breach of legislation or international regulations governing unfair competition, misleading or comparative advertising or equal treatment;
 - does not contain or relate to any threatening, blasphemous or objectionable messages, or any obscene images or child pornography;
 - does not contain any computer viruses, trojans, worms, time bombs, cancelbots or other software routines intended to cause damage to, adversely affect, disrupt the normal working or transfer control of a computer system, computer programmes or website;
 - does not contain any direct or indirect links to, or descriptions of, products/services (1) that are prohibited on the websites of Jaarbeurs under the participation agreement; (2) to which the participant has no right to link.
2. The participant warrants and represents that it does not use any equipment or software in its contacts with the website that could disrupt the website's normal functioning, nor send data to the website that, by virtue of their size of properties, could disproportionately burden the infrastructure of the website.
 3. The participant is required to truthfully present a product it offers. To this end the participant can describe the product on offer and/or make use of the option offered by Jaarbeurs to add photographs. The participant must follow any instructions given by Jaarbeurs in this regard.
 4. The participant must offer any product in the appropriate product group.

Article 7 Liability

1. The participant warrants and represents to Jaarbeurs, and remains at all times jointly and severally liable for, its compliance with the provisions of these general terms and conditions.
2. In the event of the participant's non-compliance, late compliance or inadequate compliance with any provision of these general terms and conditions or any other requirement, Jaarbeurs has the right to take any steps it deems necessary, including, but not limited to, denial of access to the website, notwithstanding the participant's obligation to pay the participation costs in full and all other costs due.
3. The participant is liable to Jaarbeurs for all loss sustained, directly or indirectly, by Jaarbeurs as a result of, or connected with, (the execution of) the participation agreement, irrespective of whether this is the result of any act or omission by the participant or of any third-party engaged by the participant. The participant will indemnify Jaarbeurs against any third-party claim (in court or otherwise) including any claim arising from, or connected with, (the execution of) the participation agreement.
4. Jaarbeurs is not liable for any loss sustained directly or indirectly by the participant, its personnel or visitors – including any consequential damage, loss of profits, and loss due to theft, destruction, or any other cause whatsoever – unless such loss is due to a deliberate act or gross negligence.
5. Jaarbeurs is not liable for any direct or indirect loss sustained by the participant as a result of any breakdowns, software errors, incomplete or inaccurate transfer of information and/or any failure by Jaarbeurs in the performance of the participation agreement.
6. Jaarbeurs is not liable for any loss sustained by the participant as a result of the participant's or any third party's failure to access the website, or as a result of any breakdowns, software errors, incomplete or inaccurate transfer of information or any failure by Jaarbeurs in the performance of the participation agreement.
7. Jaarbeurs will make the website available only to participants and to any third party interested in the advertisements. Jaarbeurs has no involvement whatsoever in the transactions between the participant and any third party. The website functions as a passive on-line conveyor of information. Jaarbeurs is under no obligation to verify or monitor the products advertised, the reliability or accuracy of the advertising materials, the participant's right to actually offer the products advertised, nor the right of an applicant/respondent to actually purchase any product advertised.
8. In case Jaarbeurs is liable, the liability of Jaarbeurs will never exceed the maximum amount to be paid by its insurer.

Article 8 Cancellation, Termination and Duration of the Participation Agreement

1. The participation agreement is entered into for a period of one year. Save for termination the agreement will be renewed automatically for a fixed term of one year. To terminate the participation

agreement, notice of termination must be given by registered letter at least one month before the end of the agreement.

2. The participation agreement may not be terminated prematurely by the participant, except where the provisions of Article 8.2 apply.
3. Either party may terminate the participation agreement prematurely if the other party goes bankrupt, applies for a moratorium, is dissolved or goes into liquidation.
4. The participant is not permitted to transfer its rights and obligations wholly or partially under the participation agreement to any third party.

Article 9 Amendments and Disputes

1. Jaarbeurs reserves the right to amend these general terms and conditions during the term of the participation agreement. Any such amendments will be notified to the participant in writing.
2. In events not covered by these general terms and conditions, Jaarbeurs will decide.
3. Any disputes arising between Jaarbeurs and the participant further to the participation agreement or these general terms and conditions will be resolved in accordance with Dutch law by the competent court of Utrecht.

Terms and Conditions GUARANTEE PACKAGE

version 2014.1, june 2014

Terms and conditions Guarantee Package

Article 1 Use of the Information Request

- 1.1 By participating with a Guarantee Package, Jaarbeurs guarantees the Participant the number of Information Requests agreed upon, within the agreed period, as specified in the Participation Agreement and these terms and conditions. The number of Information Requests and the period will be determined in the Participation Agreement.
- 1.2 An Information Request is interpreted as a request by a third party received by Jaarbeurs, in which this third party indicates he/she wishes to receive information about the Participant. The Information Request contains personal details, giving the Participant the opportunity to contact this third party, by e-mail, post or telephone, and send him/her the information requested. Jaarbeurs receives these Information Requests e.g. in response to an event organized by Jaarbeurs or websites exploited by Jaarbeurs.
- 1.3 If the Participant participates in an online trade show exploited by Jaarbeurs, the Information Requests concern all requests by third parties received by Jaarbeurs for all showcased products and/or services offered by the Participant. If new products and/or services are added by the Participant during the contract period, the Information Requests for these new products are automatically included in the number of Information Requests guaranteed by Jaarbeurs. If the Participant does not showcase products and/or services anymore during the contract period, the number of Information Requests agreed on can be altered by Jaarbeurs.
- 1.4 The Participant has the right to use the Information Request exclusively to approach the contact person(s) mentioned once, with the sole purpose of sending information about the products and/or services of the Participant which were mentioned by the third party in the Information Request.
- 1.5 The Information Request is only intended for personal use, non-exclusive and non-transferable. The Participant can only use the Information Request in accordance with the stipulations in Article 1.4 and the Data Protection Act and other regulations regarding the protection of personal details.
- 1.6 If Jaarbeurs is unable to achieve the guaranteed number of Information Requests within the agreed period, Jaarbeurs has the right to:
 - a) Extend the duration of the period to achieve the number of guaranteed Information Requests with 12 months. If, after this extended period, Jaarbeurs has still not been able to achieve the guaranteed number of Information Requests, the specifications under b apply; or
 - b) Jaarbeurs will reimburse the Participant the following part of the Participation costs: The sum of (the number of non-achieved Information Requests divided by the number of guaranteed Information Requests) multiplied by the sum of (the Participation costs minus a fixed fee of Euro 1,000). VNU will charge a fixed fee of Euro 1,000.
- 1.7 No later than two weeks before the Participation Agreement expires, Jaarbeurs will inform the Participant in writing whether Jaarbeurs will be implementing option a or b as stated in clause 4 of this article.

Article 2 Data protection and confidentiality

- 2.1 The Participant can only use and process the Information Request in accordance with the Data Protection Act and other regulations regarding the protection of personal details.

Article 3 Use of Participant's Details

- 3.1 To achieve the number of guaranteed Information Requests, Jaarbeurs will promote the Participant on, but not limited to, its website and monthly newsletters. Jaarbeurs also retains the right to publish the information submitted by the Participant on other websites used by Jaarbeurs to promote its exhibitions (see www.vnuexhibitions.com for more information) and/or external websites, such as those of, but not limited to, Jaarbeurs' media partners. The Participant hereby grants Jaarbeurs the explicit permission to publish any information submitted by the Participant in relation to this article on the websites, in newsletters etc. mentioned.
- 3.2 To enable Jaarbeurs to promote the Participant, the Participant should submit general information about the company, innovations, special offers, websites, photographic material, videos etc. within two weeks of signing this agreement. The Participant agrees that Jaarbeurs has the right to edit the information submitted, unless a different written agreement is made between both Parties. The

Participant remains responsible for the correctness of the information submitted at all times. Jaarbeurs cannot be held responsible for any mistakes in the submitted information.

- 3.3 Jaarbeurs retains the right to cancel the Participation Agreement if the Participant has not submitted the information and communication material requested by Jaarbeurs within two weeks after the Agreement coming into effect. Jaarbeurs will inform the Participant of this decision in writing. In such cases, the Participant is still required to pay the Participation Costs.

Article 4 Guarantees and indemnity

- i. possible outcomes as a result of the use of the Information Request; or,
- ii. the contents of the Information Request; or,
- iii. whether an Information Request is unique, such as but not limited to the following facts, being that,
 - i. an Information Request is already part of the Participant's customer database; or,
 - ii. an Information Request is sent by a person who has already sent a previous Information Request about another product; or,
 - iii. the Participant receives two Information Requests from the same company, but which are sent by two different individuals working for the same company.

Jaarbeurs cannot offer any guarantees in these cases. Use of the Information Request remains entirely at the expense and risk of the Participant. The Participant indemnifies Jaarbeurs and will reimburse Jaarbeurs for any claims by external parties with regard to liability, damage and/or costs (such as but not limited to the costs of legal counsel) as a result of the use of the Information Request by the Participant, non-compliance with the Terms and Conditions or any other type of breach of the (intellectual ownership) rights of a third party by the Participant.

Article 5 Liability

- 5.1 Jaarbeurs cannot be held responsible for damage suffered by the Participant as a result of the use of the Information Request, unless the damage is intentionally caused by or the result of gross negligence on the part of Jaarbeurs, in which case Jaarbeurs will only be liable for any direct damage.
- 5.2 The total liability of Jaarbeurs will never be more than the total value of the Agreement.
- 5.3 Direct damage can only be interpreted as the reasonable costs paid by the Participant to repair or cancel shortcomings by Jaarbeurs, to ensure that Jaarbeurs' performances will comply with the Agreement. Jaarbeurs cannot be held responsible for any indirect damage, such as ensuing damage, loss of profits or loss of earnings.
- 5.4 The Participant will indemnify Jaarbeurs, unless in the case of intentional actions or gross neglect by Jaarbeurs, from fines, penalties or other sanctions imposed by a supervisor or Judge on Jaarbeurs as a result of actions or negligence of the Participant or its clients with respect to the personal data received by the Participant from Jaarbeurs.

Article 6 Other stipulations

- 6.1 The Participation Agreement, if the Guarantee Package is ordered, will automatically end after the period specified, unless Jaarbeurs has extended the time period based on Article 1 Clause 6 sub a, The Participation Agreement. In that case, the Participation Agreement will end after the extended period.
- 6.2 The Terms and Conditions for the Guarantee Package are an integral part of the Participation Agreement. The definitions as used in the Terms and Conditions for the Guarantee Package have the same meaning as in the General Terms and Conditions for Participation in the Online Trade Fair (version 14.1 (June 2014)).
- 6.3 In the case of contradictions between the General Terms and Conditions for Participation in the Online Trade Fair and the Terms and Conditions for the Guarantee Package, the latter prevail.
- 6.4 Jaarbeurs retains the right to alter the Terms and Conditions for the Guarantee Package at any time during the Participation Agreement. The Participant has to be informed of any alterations in writing.