

**TERMS AND CONDITIONS
VNU EXHIBITIONS
PARTICIPATION IN EXHIBITION**

version 14.1, June 2014

GENERAL

Article 1 Definitions

In these Terms and Conditions the terms used are defined as follows unless agreed otherwise in writing.

1. Terms and Conditions: these general terms and conditions, which form an inseparable part of and apply to all participation agreements between VNU Exhibitions and exhibitors regarding the stand space(s) and any additional products and services of VNU Exhibitions. The general terms and conditions may be varied from only if expressly confirmed in writing by VNU Exhibitions. The applicability of any general terms and conditions used by the exhibitor is hereby expressly excluded.
2. VNU Exhibitions: the private company VNU Exhibitions Europe B.V. and/or one of its subsidiary companies, as (co-) organiser of an exhibition and the natural person or legal entity in association with whom or with which the exhibition is organised and the latter's authorised representatives.
3. Exhibitor: The natural person or legal entity that concludes a participation agreement with VNU Exhibitions.
4. Co-exhibitor: The natural person or legal entity that does not conclude a participation agreement with VNU Exhibitions himself, but exhibits products or presents itself otherwise within the exhibitor's stand space;
5. Venue lessor: The natural person or legal entity that leases VNU Exhibitions space where exhibitions are held.
6. Exhibition venue: The space where the exhibition takes place, as made available by the venue lessor;
7. Quotation: the provisional reservation of a specific stand space made by VNU Exhibitions in writing. VNU Exhibitions has the right to withdraw the quotation at all times as long as no participation agreement has been made with the exhibitor.
8. Confirmation of participation: the written confirmation drawn up and sent by VNU Exhibitions further to the binding registration form submitted by the exhibitor or to acknowledge receipt of the quotation signed by the exhibitor. The confirmation of participation contains the specifications (dimensions of the stand space, participation fee, location) regarding the stand space made available to the exhibitor.
9. Binding registration form: The document by which the exhibitor indicates its intention to participate in the fair and declares it has taken note of and agrees to the applicability of these general terms and conditions. VNU Exhibitions reserves the right to reject registration based on the binding registration form on account of over-subscribing, special reasons such as concern for disturbance of the peace or without stating any reasons.
10. Participation agreement: The agreement between VNU Exhibitions and the exhibitor that arises from a) the signing of the quotation by the exhibitor or b) the despatch of a confirmation of participation by VNU Exhibitions based on the binding registration form submitted by the exhibitor to VNU Exhibitions.
11. Exhibition: The (trade) exhibition, show, demonstration or event that is the subject of the participation agreement.
12. Products: The goods displayed at the exhibition by the exhibitor and/or services supplied by the exhibitor.
13. Stand space: The specific floor area expressed in square metres made available to the exhibitor, the location, size and type of which is specified by VNU Exhibitions.
14. Participation fee: all costs payable to VNU Exhibitions by the exhibitor in connection with his participation in the exhibition, including the costs relating to the stand space and all other costs.

Article 2 The participation agreement

1. The participation agreement implies that VNU Exhibitions, against payment of the participation fee, for the period of the exhibition concerned, assigns a specific stand space to the exhibitor.
2. These Terms and Conditions form an integral part of the participation agreement.
3. In case the participation agreement relates to several stand spaces, the provisions contained herein shall apply to each individual stand space.
4. Any requirements, changes and additions made by the exhibitor on the binding registration form, or the quotation, and any other arrangements deviating from or additional to these Terms and Conditions do not form part of the participation agreement, unless confirmed by VNU Exhibitions in writing.
5. The exhibitor is fully responsible and liable for compliance with all obligations resulting from the conclusion of the participation agreement.

6. The exhibitor declares that he will accept all of the consequences that ensue from the signing of the binding registration form, or of the quotation, even if the form has been signed by a person not officially authorised to sign the form.
7. Following the signing of the binding registration form and prior to the conclusion of the participation agreement in accordance with article 1.8, the term 'participation agreement' in these Terms and Conditions will be understood to mean 'binding registration form' and 'exhibitor' as 'the registrant'.
8. If VNU Exhibitions has stipulated a term for submission of a document by the exhibitor, the date of receipt of the document by VNU Exhibitions will be decisive.
9. Upon submission of the signed binding registration form or the quotation signed by the exhibitor, the exhibitor may cancel his registration only in one of the cases listed in article 6.
10. The exhibitor cannot rely on verbal acceptance of his registration.
11. The exhibitor may not transfer his registration to a third party.
12. Without prejudice to the provisions contained in article 20.1, these Terms and Conditions govern the legal relationship between VNU Exhibitions and the exhibitor only. Unless determined otherwise, third parties, including co-exhibitors, cannot derive any rights from these Terms and Conditions.

Article 3 Dates, times and exhibition venue

1. VNU Exhibitions will determine the dates on which, and the venue in which the exhibition will be held, as well as build-up and breakdown times and the exhibition's commencement and closing dates and times.
2. VNU Exhibitions is entitled to change the established dates, times and/or venue or to decide to abandon an exhibition.
3. Upon changes in the established dates, times and/or venue the participation agreement remains fully effective.
4. Under no circumstances will the exhibitor be entitled to compensation for any costs incurred or loss or damage sustained due to a decision as referred to in paragraph 2 of this article.

Article 4 Allocation of stand space

- 1 Throughout the agreed period, the exhibitor will be entitled to use the stand space allocated by VNU Exhibitions in the confirmation of participation. The site, floor space and type of stand space allocated by VNU Exhibitions will be binding.
- 2 VNU Exhibitions has the right to reassign stand space and to revise the stand space allocated to an exhibitor, or to change or revise groupings at all times prior to the exhibition's commencement. In such case, VNU Exhibitions will make an effort to offer the exhibitor comparable stand space in terms of floor space, on the understanding that the resulting participation fee will not deviate more than 10% from the original participation fee.
- 3 All costs to be made by the exhibitor relating to the reallocation of stand space, as stipulated by paragraph 2 of this Article, will be at the exhibitor's expense.
- 4 Cancellation by the exhibitor as a result of the provisions contained herein is possible only in one of the cases listed in article 6.

Article 5 Payment

1. Unless the invoice in question specifies an alternative due date the participation fee and all other monies payable shall be paid within fourteen days of the invoice date without any discount or setoff.
2. VNU Exhibitions has the right to invoice as soon as the participation agreement has been concluded. Definitive invoices may be preceded by a provisional invoice.
3. The exhibitor will be liable for all costs payable to VNU Exhibitions that are in any way related to the exhibitor's participation, regardless whether the said costs have been incurred by the exhibitor or by a third party acting on the exhibitor's behalf.
4. Even if a different invoice address has been listed by the exhibitor, the exhibitor remains jointly and severally liable towards VNU Exhibitions for payment of all costs relating to his participation.
5. In the event of late payment of any sum payable to VNU Exhibitions interest will be charged at the statutory rate from the date on which the sum in question was originally due and payable. Any collection

costs are to be borne by the exhibitor with extrajudicial collection costs being set at 15 % of the principal sum.

6. VNU Exhibitions has the right to set off payment for participation against sums still outstanding from previous participations by the same exhibitor.
7. If the exhibitor fails to pay the participation fee or any other monies payable to VNU Exhibitions (in full) prior to the commencement of the set-up period, despite a written or verbal notice or notice of default, VNU Exhibitions has the right to deny the exhibitor access to the (set-up of the) exhibition and/or to regard the participation agreement as terminated with immediate effect. In such a case the exhibitor will still be required to pay the participation fee and all other monies payable to VNU Exhibitions in full without being entitled to compensation of any costs incurred and/or loss and damage sustained due to his being denied access to the exhibition and/or termination of the participation agreement.

Article 6 Cancellation and termination

1. Besides the grounds mentioned in paragraphs 2 to 4 inclusive of this article, the exhibitor may cancel his registration by submission of the binding registration form or participation agreement only with due observance of the following payment schedule:
 - Cancellation up to 547 days (1.5 years) before the commencement of the exhibition: 25% of the participation fee;
 - Cancellation from 547 up to 365 days (1 year) before the commencement of the exhibition: 50% of the participation fee;
 - Cancellation from 365 up to 182 days (0.5 year) before the commencement of the exhibition: 75% of the participation fee;
 - Cancellation from 182 days up to the day of the commencement of the exhibition: 100% of the participation fee.

'Commencement of the exhibition' is understood to mean the first day of the exhibition's set-up period. Cancellation shall be effected by the exhibitor by registered letter.
2. If after a reallocation of stand space by VNU Exhibitions, VNU Exhibitions does not offer the exhibitor a comparable stand space (in accordance with the criteria stipulated in article 4.2), the exhibitor has the right to cancel the participation agreement free of charge. Cancellation shall be effected in writing by registered letter within 14 working days from the date of the written proposal by VNU Exhibitions containing the alternative stand space(s).
3. If at any time following the conclusion of the participation agreement the exhibitor applies for suspension of payments or files for bankruptcy, the participation agreement may be terminated by VNU Exhibitions by the mere occurrence of such application or filing and the exhibitor will be required to pay the participation fee in full as well as any other costs related to his participation incurred by or on behalf of VNU Exhibitions at the exhibitor's request, without prejudice to VNU Exhibitions' right to claim costs, compensation for loss and damage incurred and interest.
4. If at any time after the conclusion of the participation agreement VNU Exhibitions has sound reasons to assume that the exhibitor's participation in the exhibition will somehow prejudice VNU Exhibitions, the exhibition or other exhibitors, VNU Exhibitions will have the right to terminate the participation agreement by registered letter with immediate effect. In that case the exhibitor will still be required to pay the participation fee in full as well as any other costs incurred by or on behalf of VNU Exhibitions at his request in connection with his participation, without prejudice to VNU Exhibitions' right to claim costs, loss and damage and interest.
5. In determining the terms mentioned in this article, article 2.8 will be applicable.
6. Cancellation or termination of the participation agreement on account of this article will never constitute cause for compensation by VNU Exhibitions to the exhibitor for any costs incurred or loss or damage sustained.

Article 7 Additional products and services

1. VNU Exhibitions can offer additional products and services for the exhibition, whether or not against payment.
2. Unless determined otherwise, these Terms and Conditions apply also to any additional products or services supplied by, or on behalf of VNU Exhibitions. Unless determined otherwise, the general terms and conditions of delivery issued by any third parties engaged to provide such additional products or services do not apply.
3. If and to the extent applicable, VNU Exhibitions will determine the way in which publicity listings are to be edited, and reserves the right to abridge the exhibitor's details if necessary or to alter details submitted by the exhibitor in any way that it sees fit, without stating reasons, if necessary.
4. If the exhibitor wishes to refer to products and/or services offered by him in his publicity statements, he may refer to products and/or services only that come under his delivery schedule and which – in the opinion of VNU Exhibitions – also fall under the exhibition programme of the exhibition concerned.
5. Any data generated by the use of services of VNU Exhibitions or any third parties selected by VNU Exhibitions for the exhibitor or any data generated by the exhibitor by using these services may be used by VNU Exhibitions. If these data are personal data as defined in the Dutch Personal Data Protection Act, the parties will indemnify each other against all claims filed by either party on account of non-compliance by the other party with statutory retention periods for personal data or breach of the laws or regulations on the protection of personal data as a result of the use of personal data by the other party. The parties will comply with all applicable laws and regulations regarding the protection and use of these personal data.

THE EXHIBITION**Article 8 Stand construction and stand design**

1. The exhibitor is required to (instruct a third party to) construct and design his stand during the designated days and times with due observance of the regulations and instructions issued by the venue lessor.
2. Unless determined otherwise in the participation agreement, the stand space will be made available to the exhibitor without any stand construction, fittings, furniture or any other (technical) facilities.
3. In designing the stand space the exhibitor shall comply with the provisions set out in these Terms and Conditions, other (safety) instructions issued by VNU Exhibitions, regulations issued by the venue lessor, and government and fire regulations.
4. Upon request the exhibitor shall present all plans, designs and/or models for stands to VNU Exhibitions for approval by the date specified by VNU Exhibitions at the latest. Only after such approval has been obtained may the set-up be commenced. VNU Exhibitions reserves the right to withhold its approval, without stating reasons if necessary.
5. The stand shall have a standard height of 250 cm. Both sides of the stand shall be finished up to their full height.
6. Unless the exhibitor has been allocated a corner stand, head-of-aisle or island stand, the exhibitor shall install a rear wall and two sidewalls. Corner, peninsula or island stands shall be designed as such. In corner stands the installation of a rear wall is mandatory. In island stands each aisle side may be built up fully in conformity with the provisions contained in paragraph 7.
7. Fixtures and components will be permitted up to 50 % maximum, with a restriction of 5 metres, of the walls exposed to aisles.
8. Regarding the stand construction VNU Exhibitions reserves the right to issue alternative instructions.
9. VNU Exhibitions will demarcate the stand space by means of markings on the floor and may also post an identification sign on the stand. The place and manner of demarcation or signposting will be determined by VNU Exhibitions. The exhibitor may not remove, relocate or alter such identifications.
10. If in the opinion of VNU Exhibitions the design and/or set-up of the stand space is likely to be not completed by the end of the set-up period VNU Exhibitions has the right to take whatever measures it deems fit at the exhibitor's risk and expense.

Article 9 Exhibited products

1. The exhibitor is required to stock the stand space with a sufficient range of products and also to staff the stand space with an adequate number of personnel throughout the duration and during the opening times of the exhibition.
2. The exhibitor does not have the right to exhibit or otherwise recommend products in the stand space, other than those mentioned in the participation agreement and/or other than those that fall under the official exhibition program.
3. During the entire period of the exhibition, including the set-up and breakdown periods, the products displayed by the exhibitor are at the exhibitor's own risk and expense. VNU Exhibitions rejects all liability for damage to or loss or theft of products from the exhibitor.
4. VNU Exhibitions will refrain from any involvement in any disputes between exhibitors, including disputes regarding intellectual property rights.
5. Without prejudice to the provisions contained in paragraph 4, the exhibitor may not, in view of the exhibition's success, display products or use a certain trademark or brand, if such display or use constitutes an infringement on the rights of any third party.
6. At the request of VNU Exhibitions the exhibitor will be required to prove that he has the right to display certain products or to use a certain trademark or brand. If it appears that the exhibitor acts in breach of the preceding paragraph, or if he cannot comply with the request of VNU Exhibitions, VNU Exhibitions has the right to (cause others to) remove those products at the exhibitor's risk and expense and to take all other measures it deems fit. In such a case, the exhibitor will not be entitled to any compensation whatsoever from VNU Exhibitions for costs incurred or loss or damage sustained.
7. Other exhibitors cannot derive any rights towards VNU Exhibitions from the provisions contained in paragraphs 5 and 6.

Article 10 Use of the stand space

1. The exhibitor may not:
 - a) assign all or part of the use of the stand space to third parties or to use the stand space or allow the stand space to be used for a purpose other than the purpose described in the participation agreement.
 - b) use the stand space in a way that causes nuisance to other exhibitors or visitors in the form of noise pollution, obstruction of entrances or aisles, blocking of light or obstruction of the sight lines or nuisance in any other form at the discretion of VNU Exhibitions.
 - c) use open, flowing, spraying and/or atomised water to demonstrate products in or near the stand space, unless with the express consent of VNU Exhibitions and the venue lessor. The exhibitor shall strictly comply with all the relevant instructions.
 - d) use equipment, machines, heaters, fireplaces, etcetera with an open flame in or near the stand space, unless permitted explicitly or made available by VNU Exhibitions.
 - e) use or store dangerous substances and/or goods, including mildly flammable substances, gasses or chemical pesticides or radioactive substances in or near the stand space.
 - f) position or install goods, furniture, hanging signs or advertising materials in the broadest sense of the word outside, over or at the back of the stand space.
 - g) distribute or offer flyers or other advertising materials outside the stand space.
 - h) produce photographic, film or video recordings of objects other than the exhibitor's own stand space, which right is reserved exclusively for VNU Exhibitions.
 - i) demand an entrance fee or any other fee from visitors for the right to visit the stand space or to attend demonstrations or performances within the stand space.
 - j) stage activities in or around the stand space which, in the opinion of VNU Exhibitions, are likely to be detrimental to the exhibition in general, such as activities that are likely to be offensive to certain (groups of) people, activities that contravene law or public order or offend public morality or activities that are likely to otherwise affect the image of the exhibition in some other way.
 - k) sell any product to visitors during the exhibition against the (virtually) simultaneous issuing of the product sold, unless such transactions are specifically authorised in writing by VNU Exhibitions, or if direct sales are customary in view of the character of the exhibition.

- l) (cause others to) conduct surveys among visitors to the exhibition unless with VNU Exhibitions' explicit written consent.
2. Unless the venue lessor has issued binding instructions in this respect, the exhibitor will be responsible for supervising his stand space and the products in it.

Article 11 Catering

1. Unless otherwise agreed in writing catering during the exhibition is reserved exclusively to the venue lessor or a third party engaged by the latter.
2. The exhibitor may not sell or provide free of charge refreshments and/or luxury foods unless on terms to be agreed the venue lessor or a third party engaged by the latter has granted exemption in writing. In deviation from the above the exhibitor may provide small refreshments to visitors to the stand space.

Article 12 Licences and exemptions

The exhibitor will be required to apply for all licences and exemptions required to take part in the exhibition.

Article 13 Packaging

1. For the duration of an exhibition VNU Exhibitions may provide space for the storage of empty packaging cases.
2. VNU Exhibitions will provide packaging labels free of charge. Empty packaging cases stored in the areas designated by VNU Exhibitions shall bear such packaging labels.

Article 14 Delivery and removal of goods

1. The exhibitor may not deliver or remove goods during the opening hours of the exhibition.
2. The exhibitor shall make arrangements for the transport, arrival and receipt of goods delivered for or with a view to his participation. VNU Exhibitions does not accept goods on the exhibitor's behalf nor is VNU Exhibitions in any way liable for such goods.

Article 15 Cleaning

The exhibitor is required to arrange for the cleaning of his stand space during the exhibition. VNU Exhibitions will arrange for the cleaning of other spaces, such as the aisles.

Article 16 Disposal of waste

1. The exhibitor is required to arrange for waste disposal in accordance with the instructions issued by the venue lessor.
2. VNU Exhibitions has the right to charge the exhibitor for the disposal of any waste left behind by the exhibitor.

Article 17 Breakdown

1. The exhibitor is required to break down the stand, to clear the stand space and to deliver the stand space vacated and clean within the designated terms and with due observance of the instructions issued by the venue lessor.
2. The exhibitor is required to restore the stand space to its original condition. Any damage to goods belonging to VNU Exhibitions and/or the venue lessor shall be paid by the exhibitor.
3. Any goods left behind, including waste, will be removed at the exhibitor's risk and expense.
4. The provisions of this article concerning the breakdown of the stand do not apply if the exhibitor has purchased stand construction as part of a stand construction package.

FINAL PROVISIONS

Article 18 Intellectual property rights

1. VNU Exhibitions is the proprietor of all intellectual property rights relating to the exhibition, including at least the brand (name), logo(s) and the exhibition image(s).
2. VNU Exhibitions may grant the exhibitor the right to use the brand (name), logo(s) and/or exhibition image(s) for promotional purposes. In such a case the exhibitor is entitled to use those trademarks and/or pictures only in the form provided by VNU Exhibitions. Consequently, the exhibitor may not use those trademarks and/or pictures for purposes other than to promote the exhibition or to distort them in any way.
3. In case of breach of the provisions contained in paragraph 2, the exhibitor shall, at the first request of VNU Exhibitions, immediately cease the use of the trademarks and/or images concerned.

Article 19 Additional instructions and deviations from the Terms and Conditions

1. VNU Exhibitions has the right to issue additional (safety) instructions to ensure the smooth progress of the exhibition.
2. The exhibitor is required to strictly comply with all instructions issued under paragraph 1 by VNU Exhibitions and furthermore with all regulations issued by the venue lessor and government regulations (including fire regulations).
3. In the event of a conflict between these Terms and Conditions and any other regulations issued by VNU Exhibitions, the venue lessor or the government, the exhibitor shall contact VNU Exhibitions. VNU Exhibitions will then decide which provision prevails in that particular case.
4. In the event of conflicts between the provisions set out in these Terms and Conditions and the conditions accompanying the binding registration form, the latter will prevail.

Article 20 Liability

1. The provisions set out in these Terms and Conditions apply mutatis mutandis to all third parties engaged by the exhibitor in connection with his participation in the exhibition, such as stand constructors and suppliers, as well as co-exhibitors of the exhibitor.
2. The exhibitor vouches towards VNU Exhibitions and the venue lessor for, and is at all times jointly and severally liable for compliance with the provisions set out in these Terms and Conditions and all other regulations referred to in article 19.
3. In the event of non-compliance, late compliance or inadequate compliance by the exhibitor with any of the provisions set out in these Terms and Conditions or any other regulations referred to in article 19 VNU Exhibitions has the right to take all such measures it deems fit, including, but not limited to:
 - a) The denial of access to the (set-up of the) exhibition.
 - b) The closing of the exhibitor's stand space and/or the removal and storage, disposal and/or destruction of certain goods from the stand space at the exhibitor's risk and expense.
 - c) The refusal to let the exhibitor participate in future exhibitions; all without prejudice to the exhibitor's obligation to pay in full the participation fee and all other monies payable to VNU Exhibitions.
4. The exhibitor is liable for any (in) direct losses incurred by VNU Exhibitions as a result of an attributable shortcoming on the exhibitor's part, including non-compliance, late compliance or inadequate compliance with any of the provisions set out in these Terms and Conditions and/or any other regulations referred to in article 19. The exhibitor indemnifies VNU Exhibitions against any related claims by third parties.
5. The exhibitor is to take out adequate insurance to cover his participation in the exhibition.
6. VNU Exhibitions is not liable for any damage or loss sustained directly or indirectly by the exhibitor, the exhibitor's personnel or visitors, nor for consequential damage, loss of profits or loss or damage as a result of theft or destruction or any other cause, except in the case of intent or gross negligence on the part of VNU Exhibitions.
7. VNU Exhibitions is not liable for any damage or loss sustained directly or indirectly by the exhibitor, the

exhibitor's personnel or visitors as a result of non-compliance, late or inadequate compliance with any of these Terms and Conditions or any of the regulations referred to in article 19.

8. VNU Exhibitions is not liable for any damage or loss sustained directly or indirectly by the exhibitor, due to non-compliance with any obligation arising from an agreement concluded between the exhibitor and a third party (including the venue lessor) concerning the supply of goods and/or services relating to the exhibitor's participation in the exhibition.
9. In case VNU Exhibitions is liable, the liability of VNU Exhibitions will never exceed the maximum amount to be paid by its insurer.

Article 21 Changes and disputes

1. VNU Exhibitions reserves the right to change these Terms and Conditions during the term of the participation agreement. VNU Exhibitions will notify the exhibitor in writing of the changes concerned.
2. Any events not provided for by these Terms and Conditions will be decided by VNU Exhibitions.
3. All disputes that arise between VNU Exhibitions and an exhibitor further to the participation agreement, these Terms and Conditions or any other agreement based thereon will be settled under Dutch law by the competent court of Utrecht.
4. The Dutch text of the participation agreement, these Terms and Conditions or any other agreement concluded between the two parties based thereon, will be decisive.