

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

The following definitions are used in these general terms and conditions:

- 1.1 involve*u, located at 1051 MH Amsterdam, Visseringstraat 109, is a *Professional Congress Organiser* (PCO) with the objective to organise conferences and meetings.
- 1.2 Client: the counterparty of involve*u that has concluded an agreement to perform work as referred to under 1.1
- 1.3 Agreement: the service agreement.

2 APPLICABILITY

- 2.1 These general terms and conditions are applicable on all work, deliveries and services performed by involve*u on behalf of the Client, including any changed or additional order.
- 2.2 Deviations from these general terms and conditions are only valid if these have been explicitly agreed in writing.
- 2.3 Applicability of any other conditions of the Client are explicitly rejected.

3 CODE OF CONDUCT

- 3.1 Involve*u acts independently and impartially. involve*u will inform the Client about any possible conflict of interest that could occur between the work performed by them in the context of this agreement and other work contracted or to be contracted by involve*u.
- 3.2 Parties act honestly and with integrity in their professional activities, observe the common standards of decency and always act in accordance with the law.
- 3.3 involve*u will perform the work to its best insight and ability and subject to the requirements of good workmanship.

4 EXECUTION OF THE AGREEMENT

- 4.1 The Client is obliged to provide involve*u with all information that can be reasonably relevant to the execution of the agreement.
- 4.2 If and insofar as required for a good performance of the work, involve*u has the right to have certain work performed by third parties.
- 4.3 When engaging third parties involve*u will always observe the necessary care. involve*u is however not liable for any errors or failures of these third parties. The applicability of article 7:407 paragraph 2 Civil Code is explicitly excluded. If this is reasonably possible, involve*u will consult with the Client about the engagement of a third party.
- 4.4 The performance of assignments given to involve*u will only be done on behalf of the Client. This also applies if the work is partially outsourced to third parties. Others cannot derive any rights from the work performed for the client, the results thereof and more in general the way in which the assignments have been performed or not.
- 4.5 Work that under the provisions of the agreement is not the responsibility of involve*u, is for the direct responsibility of the Client and is for the account and risk of the Client. All this does not exclude that the Client can give additional assignments to involve*u, whereby the latter may propose an additional fee with the acceptance of this assignment.

5 INTELLECTUAL PROPERTY AND INDEMNIFICATION

- 5.1 The texts, materials and graphic or other designs, created in the context of the agreement by or on behalf of involve*u, remain the intellectual property of involve*u.
- 5.2 All documents provided by involve*u, such as reports, advice, agreements, designs, texts, etc. may not be copied, published or disclosed to third parties by the Client without the prior permission of involve*u, unless otherwise arises from the nature of the provided documents.
- 5.3 involve*u reserve the right to use the knowledge obtained with the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.
- 5.4 The Client indemnifies involve*u against claims of third parties due to alleged violation of property, patent copyright or other intellectual property rights in connection with the performance of the agreement.

6 PERMITS

- 6.1 All permits related to the conference must be requested by the Client. The Client bears the costs for the application and/or the retention of the permit(s).

7 CONFIDENTIALITY

- 7.1 Each of the parties guarantees that confidential information received from the other party before or after conclusion of the agreement will be kept confidential.
- 7.2 Addresses mutually provided by the Client and involve*u for mailing and promotion are only available for the performance of the relevant service agreement. Both parties will have access to the addresses of the participants.
- 7.3 Parties will oblige their staff and third parties engaged by them for the performance of the agreement to observe these confidentiality provisions.

8 FEE AND PAYMENT

- 8.1 The fee for involve*u is exclusive VAT, unless explicitly agreed otherwise.
- 8.2 Declarations must be paid within 14 days after date of invoice in the currency stated in the declaration.
- 8.3 After a period of 30 days has lapsed the Client is immediately in default by law, with requiring any notice of default, in which case the Client owes the legal interest on the invoice amount from the day of default to the moment of full payment.
- 8.4 In case of liquidation, bankruptcy, seizure or receivership of the Client, the claims of involve*u on the Client are immediately due.
- 8.5 In case of extra-judicial collection costs, a collection rate applies subject to the collection rate as advised by the Nederlandse Orde van Advocaten (Dutch Bar Association) in collection cases.
- 8.6 Any legal and execution costs occurred, are also for the expense of the Client.

9 ADJUSTING THE AGREEMENT

- 9.1 Adjustments or additions to the content of the agreement are only valid if these have been agreed between involve*u and the Client in writing.
- 9.2 If the nature, scope or content of the agreement is changed, the original agreed fee can be changed. involve*u will provide a quotation for this to the Client in advance.
- 9.3 By way of derogation from paragraph 8.2, involve*u cannot charge any additional fee if the change or addition is the result of circumstances which can be attributed to involve*u.
- 9.4 If the agreement is changed or supplemented, the original specified execution time-frame can be changed. Involve*u will inform the Client about this in advance.
- 9.5 Without being at default, involve*u can refuse a request to change the agreement if this could have qualitative and/or quantitative consequences for the work to be executed.

10 LIABILITY

- 10.1 The Client is liable for, and will indemnify involve*u against, all damage caused by the actions of the Client, his subordinates and/or people involved in the work that arises from this agreement.
- 10.2 If involve*u is liable, this liability is limited to what is stipulated in this provision.
- 10.3 involve*u can be held liable for direct damage, only including damage which is the direct and demonstrable result of intent and gross negligence of involve*u.
- 10.4 Direct damage only includes:
- The reasonable costs to determine the cause and the scope of the damage, insofar as the determination is related to the damage within the meaning of these conditions;
 - Any reasonable expenses made to have involve*u's inadequate performance fulfil the agreement, unless this cannot be attributed to involve*u;
 - Any reasonable expenses made to prevent or limit damage, insofar as the Client can demonstrate that these expenses have led to limitation of direct damage as referred to in these general terms and conditions.
- 10.5 involve*u's liability for direct damage only occurs if the Client immediately and correctly submits a notice of default to involve*u, in which a reasonable period is stated to resolve the failure and if involve*u continue to fail to comply with their obligations.
- 10.6 If involve*u is liable for direct damage, the liability is limited to the maximum fee referred to in the agreement, exclusive VAT, of the relevant assignment, in any case the part of the assignment to which the liability is related.
- 10.7 involve*u is never liable for indirect damage, including consequential damage, delay damage, loss of profit, missed savings, damage due to (company) stagnation and not achieving the targets referred to in the agreement.
- 10.8 involve*u is never liable for damage as a result of any (power) failure, bad functioning of the provided services or (technical and audio-visual) equipment, stands, lighting, decorations etc. or the unsuitability of the halls or rooms used in the execution of the assignment.
- 10.9 When valuable or non-replaceable items are used for or on behalf of the Client, the Client is obliged to insure these items. The expenses associated thereto are borne by the client.

11 FORCE MAJEURE

- 11.1 Force majeure in these terms and conditions means, in addition to what is stipulated in the law and jurisprudence in this respect, all external circumstances beyond the control of parties, foreseen or not foreseen, that parties cannot influence but that may temporarily or permanently obstruct the compliance with the agreement. This includes in any case, but not limited to: fire, accident, sickness, work strike, riot, war, terrorist attacks, government measures, power failures, catastrophic computer failure, unusually severe weather and other serious disruptions in the company of the parties or their suppliers. This Party will immediately inform the other Party about this and provide all relevant information if there is a delay or imminent delay in the timely performance of the Agreement.
- 11.2 In case of temporary impediment of the performance of the agreement as a result of force majeure parties have the right to suspend the performance of the agreement without legal intervention.
- 11.3 If the period in which compliance with the obligations by parties is impossible due to force majeure, lasts more than two months, both parties have the right to dissolve the agreement without being obliged to any damage compensation to the other party.
- 11.4 involve*u also has the right to rely on force majeure, if force majeure occurs after involve*u should have met its obligations and prevent (further) compliance.
- 11.5 If involve*u has already partially met its obligations or is able to meet these when the force majeure situation occurs, involve*u has the right to separately invoice the part that has been executed and the part to be executed. The Client is obliged to pay this invoice.
- 11.6 In any case the Client cannot rely on force majeure on his side in case (an) important speaker(s) does/do not appear, the number of visitors and/or participants are very disappointing or similar circumstances.

- 11.7 If the Client does not comply with the mutually agreed time schedule, failure to meet performances cannot be attributed to involve*u.

12 DISSOLUTION OF THE AGREEMENT

- 12.1 If the Agreement is dissolved prematurely, the Client is always obliged to pay the invoices and declarations for the work performed till then as well as the obligations towards third parties and external parties when this cannot be undone anymore.
- 12.2 If the Agreement is dissolved prematurely, the provisional results of the work performed till then will be provided to the Client under reservation.
- 12.3 With interim dissolution of the agreement, involve*u, in consultation with the Client, will organise the transfer of the work to be performed to third parties. If the transfer of work involves additional expenses for involve*u, these will be charged to the Client.
- 12.4 Involve*u can suspend or dissolve the agreement interim, in the following, unlimited, circumstances;
- The Client is in receivership, the Client is declared bankrupt or is liquidated;
 - Circumstances have occurred that are of such nature that compliance with the agreement is impossible or can no longer be requested by standards of reasonableness and fairness or if other circumstances occur that are of such nature that maintaining the unchanged agreement may not be expected;
 - After the conclusion of the agreement, involve*u has become aware of circumstances that are a good reason to fear that the Client will not comply with his obligations;
 - After the conclusion of the agreement, it has become clear to involve*u that damage can occur for involve*u in whatever shape or form.
- 12.5 If involve*u suspends or dissolves the agreement, involve*u is never obliged to pay any damage compensation or costs as a result thereof.
- 12.6 If the agreement is dissolved, the claims of involve*u on the Client are immediately due.

13 COMPLAINTS

- 13.1 Complaints about the work performed by the Client must be reported to involve*u in writing, within 8 days after detection though no later than 14 days after completion of the relevant work.
- 13.2 The notice of default must contain the most detailed description of the failures so involve*u can respond adequately.
- 13.3 Expressing a complaint does not dismiss the Client from his payment obligation nor does he have the right to suspend the payment.
- 13.4 If a complaint is justified, involve*u will still perform the work as agreed, unless this has since become demonstrably impossible or useless for the Client. The latter must be reported to the Client in writing.
- 13.5 If the agreed work to be performed is no longer possible or useful, involve*u will only be liable within the boundaries of article 9.

14 APPLICABLE LAW AND DISPUTES

- 14.1 This agreement is subject to Dutch law.
- 14.2 If there is a dispute between Parties, they will always try to their best ability to come to an amicable settlement.
- 14.3 The court of Amsterdam has jurisdiction to take note of any disputes related to this agreement and the services of involve*u.