

GENERAL TERMS AND CONDITIONS OF COLLECTIVE STAND PARTICIPATION

Organised by the Agence Bruxelloise pour l'Accompagnement de l'Entreprise [Brussels Business Support Agency]

(in addition to the special terms and conditions)

THE BRUSSELS BUSINESS SUPPORT AGENCY (hereafter "hub.brussels"), a limited company under public law with a social purpose, headquartered at Chaussée de Charleroi 110, 1060 Brussels, Belgium, registered with the Crossroads Bank for Enterprises under number 0678.485.603 operating under the company name hub.brussels, validly represented by Isabelle Grippa, Director General and Annelore Isaac, Assistant Director General.

Article 1: Definition

"Brussels-based company" means a company with a business unit in the Brussels-Capital Region (postal code between 1000 and 1210). The company must have a business purpose and a Belgian company registration number.

"Non-Brussels-based company" means a company which does not have a location in a postal code between 1000 and 1210 but has at least one business unit elsewhere in Belgium.

"Collective stand" means the reservation and set up by hub.brussels of stands for Brussels-based companies at trade shows outside of Brussels. The stands have a consistent style and shared reception, meeting and kitchen areas. The stands are rented out to Brussels-based companies for the duration of the trade show at very advantageous financial conditions.

"Participation request" means the form sent by companies that want to be present on the collective stand. In the form, the requesting company must accept the special conditions of the collective stand (trade show, area, price) and accept these general terms and conditions of participation.

"Registration" means confirmation by hub.brussels of the company's participation in the collective stand. There is a possibility that the space reserved by hub.brussels cannot materially accommodate all requesters. It is also possible that the trade show may not approve certain exhibitors.

Article 2: Eligibility

The collective stands organised by hub.brussels are open to Brussels-based companies that want to do business internationally and which are involved in the sectors represented at the trade show.

The companies must meet all of the following criteria:

- have a business activity which produces goods or services in Brussels or in Belgium and/or develops business which is important for the Brussels' economy (including in the tourist sector);
- exhibit products/services from Brussels or Belgium, i.e., products or services which include significant value from Brussels or Belgium.

The company agrees to meet these two conditions in full. Products/services that do not meet these conditions must be removed by the company or will be automatically removed at their expense.

Sales agents will be accepted as long as the products or services exhibited meet the definitions above.

Priority will be given to Brussels-based companies. All other Belgian and Luxembourg companies can participate at cost under the terms and conditions of the following articles, provided that the event is exclusively promoted by hub.brussels.

Article 3: Participation request and registration

3.1 General principles:

A distinction must be made between the participation request and registration for the trade show (see Article 1).

The "participation request" does not automatically include "registration" for the collective stand. It provides no rights to the allocation of a stand of a given size or in a given location.

However, the participation request commits the company to attending the fair once the registration has been confirmed by hub.brussels.

3.2. Participation request:

3.2.1. Participation request form and deadline

The participation request is made via the online form provided to companies by hub.brussels. The participation request must be submitted by the deadline stated on the form.

3.2.2. Participation request registration

Participation requests are approved in chronological order of receipt. However, in the event that a limited number of companies can be accommodated by the collective stand, priority will be given to Brussels-based companies.

3.3. Registration

3.3.1. Prerequisites

The registration must meet all of the following conditions:

- verification by hub.brussels of the company's eligibility
- approval of the company by the trade show organiser
- space availability.

3.3.2. Effective registration

hub.brussels will confirm the company's registration following verification that the company does not owe any overdue amounts to hub.brussels.

3.4. Registration fees

The company is required to pay registration fees to hub.brussels and, if necessary, registration fees to the trade show organiser.

3.4.1. Registration fee payable to hub.brussels

The company is required to pay a registration fee to hub.brussels, the amount of which is provided on the registration form.

The amounts paid are non-refundable (without prejudice to Articles 3.4.1.4. and 4.3.1).

3.4.1.1. The registration fee covers:

- general expenses for the preparation and organisation of the collective stand (including site reservation, contacts with the organisers, the creation of specifications and of plans, etc.);
- rental of the space used by the company;
- rental, set up and breakdown of the collective stand (standard version), as set out in the special specifications (including overall lighting);
- the hub.brussels support staff on site and/or the staff hired by hub.brussels on location for this purpose (for example, a hostess);
- if applicable, the creation and distribution (according to the procedures defined by hub.brussels) of a brochure presenting the Brussels collective stand.

3.4.1.2. The registration fee must be paid within three working days of the date of receipt by the company of the invoice sent by hub.brussels.

3.4.1.3. If payment is not received by the deadline, hub.brussels reserves the right to cancel the company's participation in the event and in other hub.brussels events.

3.4.1.4. With the exception of cases of withdrawal for reasons of force majeure, registered companies cannot request a refund of their registration fee.

3.4.1.5. Companies can only request reimbursement of their registration fee in the following cases:

- hub.brussels decides, of its own volition, to cancel the collective stand or the organisers decide to cancel the trade show;

- only a limited number of companies can be hosted at the collective stand based on the number of m² provided to hub.brussels by the organiser of the trade show (see Article 3.2.2).

3.4.2. Registration fee payable to the organiser of the trade show or via hub.brussels

In addition to the registration fee for the collective stand payable to hub.brussels, companies agree to:

- pay any registration fees for the trade show by the deadline, either directly to the organiser of the trade show or via hub.brussels. In the event of non-payment by the deadline resulting in cancellation (by the organiser of the trade show) of hub.brussels' reservation for the collective stand, thereby jeopardising the participation of other Brussels-based companies, the defaulting company will be held liable;
- provide all of the documents requested for their registration for the trade show as a registered participant.

Article 4: Obligations of the parties

4.1. General obligations of hub.brussels and guaranteed services

4.1.1. hub.brussels agrees to:

- rent the stand area and undertake overall turnkey delivery of the stand;
- provide the space requested on the collective stand to each registered company;
- organise a shared reception area for registered companies and their professional visitors;
- provide logistics support during the entire trade show via the presence of one or more hub.brussels delegates;
- work with the economic and commercial attaché competent for the area to prepare and follow-up on the company's participation.

Companies that would like to have a larger exhibition area can make a request providing the number of additional m² (payable) on the registration form. The additional m² (payable) will be granted to companies on condition that the total surface area provided to hub.brussels by the trade show organisers is sufficient.

4.1.2. Additional information and application procedures:

The allocation of space within the collective stand will be done at the time the final plans are drawn up or, if absolutely required, at the time the collective stand is being set up.

hub.brussels can change the company's location on the stand, if it is in the general interest, or if that of all of the attending companies so requires. The change will, insofar as possible, be carried out after consultation with the companies in question. The process will not open any rights to compensation for any of the companies.

Video, sound and the distribution of prospectuses, gadgets and samples are only authorised on the collective stand if they do not inconvenience any of the other participants. hub.brussels reserves the right to ask companies to adjust their behaviour in order to meet this requirement.

hub.brussels reserves the right, if necessary, to increase or reduce the surface area based on availability.

In any event, the participation fee stated in Article 3.4.1. is the minimum set amount payable by the company.

hub.brussels can request that a company change the internal layout of its stand if it is not suited to the overall structure of the collective stand or if it damages the overall aesthetics of the Brussels' collective stand.

4.2. Obligations of the registered company

Each registered company agrees to:

- accept the collective participation form and have a representative on site for the entire duration of the fair;
- pay for:
 - the production and transport costs of their promotional and exhibition materials and equipment and for all related expenses (customs, warehousing, etc.);
 - organising their delegate's travel and lodging and the related expenses;
 - any other expenses such as document fees, inclusion in the official trade show catalogue, any fixed multimedia fees, the cost of adding the company to the Internet database and other trade show multimedia;
 - the creation of documentation and of a website suitable for the target country;
 - any special equipment and orders (parking maps, visitor invitations, badge readers, etc.) and any additional services and furniture (not included in the basic equipment provided by hub.brussels) are payable by the registered company;
 - the writing, by the deadline given, of a presentation of the company for the collective stand catalogue.

After the fair, each registered company must fill in the evaluation survey provided by hub.brussels. Within six months following the collective stand, the company must report on the number of contracts signed or under negotiation as a result of the trade show and, as long as the information isn't confidential, provide the names of the signatories.

If a registered company decides not to attend or reduces the size of its initial participation, it will be required to pay the participation fee (see Article 3.4.), for any additional m² and for any expenses incurred by hub.brussels or the company for additional services ordered.

If a registered company cancels less than two (2) weeks before the trade show, it will be required to pay hub.brussels the cost of the surface area provided by hub.brussels and its set up at cost (the cost price is provided in the participation form).

The company cannot transfer its participation to another company or exhibit third-party products or promotional materials without the written consent of hub.brussels.

Companies are not authorised to sell products at their stand within the Brussels collective stand.

4.3. Insurance

4.3.1. The company waives all claims against hub.brussels in the event that the trade show is cancelled in part or in full, delayed or interrupted by decision of the organisers of the trade show because there are too few companies attending or for any case of force majeure, without prejudice to its right to obtain a refund of the registration fees.

4.3.2. Companies are deemed to have verified that importing the products or services they will be promoting is not prohibited in the country in which the trade show is being held. hub.brussels cannot be held liable for any problems a registered company may experience in this respect.

4.3.3. The assistance which hub.brussels or its commercial offices in foreign countries provide to search for information about outlets for the products or services promoted does not include any guarantees as to the actual potential for exports.

4.3.4. The packing, round-trip transport, customs clearance, warehousing and insurance of the goods exhibited are payable by each company as long as hub.brussels does not explicitly confirm arrangements to the contrary.

4.3.5. When hub.brussels grants exclusivity to a service provider or a group of service providers for shipping, insurance, liaison and other operations, no contractual relationship is created between the service provider and the company. If the company wants to use the services of this service provider, a special contract must be agreed by the two parties. In any event, hub.brussels will be a third party to the contract.

Article 5: Liability

5.1. hub.brussels can only be held liable for its gross negligence and that of its staff for the risks which may occur on site or within the context of the trade show. hub.brussels cannot be held liable in the event of an accident, theft (company equipment or the personal effects of its representatives or exhibition products), an accident or any harm caused to people (company representatives or third parties) during transport or during their stay.

In this respect, the company must assume responsibility for covering the risks via the appropriate insurance policies, such as travel insurance, nail-to-nail insurance, etc.

5.2. hub.brussels cannot, under any circumstances be held liable for any actions of the representatives or staff of the company. The latter agrees to take full responsibility for obtaining civil liability insurance cover for their activities during the trade show and releases hub.brussels in full. This includes any liability resulting from fires or accidents caused by staff or representatives of the company or resulting from the equipment or products exhibited (or demonstrated).

5.3. hub.brussels agrees to ensure that it has civil liability insurance specifically for the organisation of the collective stand.

5.4. The company must have and maintain, for the entire duration of the trade show, an insurance policy covering both its liability in the event of a workplace accident for its representatives and staff and for its overall liability for any personal or immaterial damage to third parties occurring on site or during the trade show, regardless of nature

and amount. It must also be able to provide proof thereof upon simple request by hub.brussels.

Article 6: Miscellaneous provisions

6.1. The company agrees to fully comply with the laws and regulations of the country in which the trade show is held.

6.2. The company also agrees to comply with the internal rules of the trade show and with the directives of its organisers as well as with the instructions of hub.brussels related to the organisation of the Brussels collective stand (notably with respect to the procedures for the installation, exhibition and safety of the products exhibited).

6.3. In the general interest of the successful organisation of the collective stand, the company commits to actively participating in the preparatory meetings to which it is invited via the presence of a delegate. Failing this, it will be deemed to have agreed without reservations to all of the decisions taken or to have taken all measures required to safeguard its interests.

6.4. In order to enable hub.brussels to best assess the effectiveness of its actions, the company agrees to complete and return the evaluation form sent by hub.brussels on receipt.

Article 7: Claims and disputes

7.1. Claims related to the organisation of the Brussels collective stand will only be admissible if they are notified in writing to hub.brussels or its delegate abroad within 24 hours of occurrence. Depending on the case, the date of receipt of the letter or email or of the acknowledgement of receipt issued by the hub.brussels delegate will serve as proof.

7.2. Any claims or disputes will be subject to an amicable resolution procedure between the managers of the company and of hub.brussels. In the event that an agreement cannot be reached, the Courts of Brussels will have sole jurisdiction.

Article 8: Applicable law

These general terms and conditions are governed by Belgian law.