

GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN COMMERCIAL MISSIONS AND NETWORKING DAYS ABROAD

organised by AGENCE BRUXELLOISE POUR L'ACCOMPAGNEMENT DE L'ENTREPRISE (*)

(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

For the purposes of the present agreement, the following terms are defined as follows:

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

- **"Non-Brussels-based Belgian company"** means a company which does not have a business unit in a postal code between 1000 and 1210, but which has at least one business unit in one of the two other Belgian regions, federal units or in the Grand Duchy of Luxembourg.

- **"Mission"** means the organisation by hub.brussels of a commercial mission abroad. This mission brings together the companies registered for it. Activities and meetings with prospects are organised for them in the mission's host country.

- **"Networking day"** means a day organised by hub.brussels in the host country dedicated to meetings with foreign companies and prospects. In these general terms and conditions, we use "mission" to refer to both the terms "mission" and "networking day".

- **"Participation request"** the sending by the mission candidate company of the form available online to hub.brussels. In the form, the requesting company must accept both the special conditions of the mission and these general terms and conditions of participation.

- **"Registration"** means confirmation by hub.brussels of the company's participation in the mission. There is a possibility that hub.brussels cannot materially accommodate all candidates.

- **"Inappropriate behaviour"** means behaviour which could damage the integrity of the economic mission. This includes, for example, attire, outrageous remarks, improper acts or gestures, harassment, inebriation or a failure to respect local legislation or customs. Registered companies which do not participate in the meetings organised within the framework of the mission by hub.brussels or by its partners on their behalf are deemed to display inappropriate behaviour. Cancelling a registration without force majeure¹ in the month preceding the launch of the mission is also considered inappropriate behaviour.

Article 2: Eligibility

Participation in missions abroad organised by hub.brussels is open and reserved to Brussels-based companies that want to do business internationally and which meet all of the following criteria:

- have an activity which produces goods or services in Brussels or Belgium and/or develop an activity which is important to the Brussels economy;
- offer products/services originating in Brussels, Belgium or Luxembourg, i.e. products or services which bring significant value to Brussels or Belgium.

The company agrees to meet these two conditions in full.

Sales agents will be accepted if they provide proof of a written mandate from the company which they represent and as long as only products or services which match the above definition are concerned.

Depending on the event's capacity to accommodate companies, Brussels-based companies will be given priority for registration. Non-Brussels-based companies will be registered on a "first come, first served" basis.

All other Belgian or Luxembourg-based companies can request to participate on condition, if applicable, of paying the cost price and 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 mission.

The "participation request" does not entail a right to "registration" for the mission.

It does, however, commit the company to participating in the event if the registration is 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 on the hub.brussels website. To be admissible, the "participation request" must be sent in compliance with the terms and deadline specified on the form.

3.2.2. Participation request registration

Participation requests are approved in chronological order of receipt. However, in the event that only a limited number of companies can be accepted, priority will be given to Brussels-based companies, whose participation requests are in turn approved in their order of submission. If spaces remain, they are opened to non-Brussels-based companies according to the chronological order in which the participation requests were submitted.

Hub.brussels reserves the right to redefine the individual mission activity or cancel the activity due to an insufficient number of companies. In both these cases, hub.brussels commits to notifying companies within a reasonable time-frame.

3.3. Registration

3.3.1. Prerequisites

Registration is conditional upon:

- Verification by hub.brussels that the eligibility conditions are met by the company or, if applicable, the sales agent designated by the company;
- Verification by hub.brussels that the candidate company does not owe it any money.

3.3.2. Effective registration

Registration becomes effective on the day written notification is provided by hub.brussels via regular mail or email, depending on the case, to the company concerned.

3.4. Registration fee

3.4.1. 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 3.4.4. and 3.4.5).

3.4.2. The registration fee covers:

- the general preparation and organisation costs of the mission;
- the hub.brussels support staff on site and/or the staff hired by hub.brussels on location for this purpose;
- if applicable, the creation and distribution (according to the arrangements defined by hub.brussels) of the mission presentation brochure for the purpose of providing marketing for the participating companies.

3.4.3. The registration fee must be paid within 30 days of receipt by the company of the invoice sent to it by hub.brussels via email or regular post, depending on the case.

3.4.4. If payment is not made within the time-frame stated in Article 3.4.3., hub.brussels reserves the right to exclude the company from the event in question as well as from any other hub.brussels events.

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

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

- hub.brussels decides of its own volition to cancel the mission;
- only a limited number of companies can, *in fine*, be accommodated².

² See article 3.2.2.

Article 4: Obligations of the parties

4.1. General obligations of hub.brussels and guaranteed services

Hub.brussels agrees to:

- prepare, organise and coordinate the mission;
- provide its network of economic and trade attachés to set up networking programmes;
- ensure assistance is provided by hub.brussels staff on-site in order to ensure the successful execution of the mission.

4.2. Obligations of the registered company

The registered company agrees to:

- have a representative on-site for the entire duration of the activity;
- arrange and pay the transport fees for its marketing materials³
- organise their representative's travel and lodging expenses and pay for any costs for renting special equipment.
- complete all administrative and regulatory procedures related to its representative's travel to the destination country or countries and, in particular, obtain the necessary visas and vaccinations.

In the event of withdrawal by the company for reasons which are not beyond its control and not due to a force majeure event, hub.brussels reserves the right to demand a lump-sum payment of €1,000. In any event, any expenses already incurred by hub.brussels before the company's withdrawal will also be owed.

4.3. Insurance

The company must have and maintain, for the entire duration of the mission, an insurance policy covering both its liability in the event of a workplace accident and for its overall liability for any personal or immaterial damage to third parties occurring on site or during the mission, regardless of nature and amount. It must also be able to provide proof thereof upon simple request by hub.brussels.

Article 5: Liability

5.1. The registered company waives all claims against hub.brussels in the event the mission is cancelled in part or in full, delayed or interrupted by decision of the organisers, for example, because there are too few companies attending or for any case of force majeure. The transportation and lodging costs incurred by the registered company will not be reimbursed. Only the registration fees will be refunded by hub.brussels to the company, as provided for in Article 3.4.6.

5.2. 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.

³ 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.

5.3. The assistance which hub.brussels' departments or 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. hub.brussels is only subject to an obligation of means and not of results.

5.4. 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.

5.5. 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.

5.6. 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 mission. 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), or damage (including that caused by a natural catastrophe, acts of war or terrorism) suffered by persons or representatives of the company or third parties during transport or 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.

5.7. hub.brussels cannot, under any circumstances be held liable for any actions of the representatives or staff of the company. The company commits, fully discharging hub.brussels of any liability, to providing them with civil liability cover for the execution of their activities during the mission.

5.8. hub.brussels cannot, under any circumstance, be held liable for the behaviour of representatives or staff of the company who endanger the safety of the mission or who behave in a way which is incompatible with local laws, customs or practices.

5.9. Participants in the mission must ensure that they are informed - before their registration for the mission and before its launch - of the travel advisories issued by the Federal Public Service Foreign Affairs <http://diplomatie.belgium.be/fr/> and must follow the recommendations provided. When they deem it necessary, participants must register at <https://travellersonline.diplomatie.be>, the Federal Public Service Foreign Affairs website.

5.10. Participants are responsible for ensuring the security of their computer tools and data transfers.

5.11. hub.brussels reserves the right to take the measures it deems necessary and proportionate in regards to any behaviour of the company and of its employees or representatives which may be harmful to the safety and/or effective execution of the mission.

Article 6: Miscellaneous provisions

6.1. The company agrees to fully comply with the laws and regulations of the country in which the mission takes place and the instructions given by hub.brussels within the context of the mission's organisation.

6.2. In the general interest of the successful organisation of the mission, 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. If the lack of participation persists throughout the preparation of the mission, hub.brussels reserves the right to take the measures it deems appropriate.

6.3. 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 mission and/or the decisions taken by hub.brussels for the mission 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 ad hoc heads 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.