

RAI - OWASP Europe VZW



CONTRACT OF HIRE

between

RAI AMSTERDAM B.V.

and

OWASP Europe VZW

concerning

OWASP Global AppSec-AMS

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CONTRACT OF HIRE

PARTIES:

1. **RAI Amsterdam B.V.**, which has its registered office in Amsterdam, the Netherlands, and its business offices at Europaplein 24, 1078 GZ Amsterdam, The Netherlands (Trade Register number 34192575), duly represented by M. van der Sluis, Chief Operational Officer and B. Dalm, Director Commercial, ("**RAI**"),

and
2. **OWASP Europe VZW**, which has its corporate office in Brakel, Belgium, and its place of business at Leinstraat 104 A, 9660, Brakel, Belgium, duly represented by M. McCamon, OWASP Interim ED ("**Hirer**"),

RAI and the Hirer hereinafter to be referred to jointly as "**Parties**" and each individually as a "**Party**".

WHEREAS:

- A. Hirer wishes to organise an event known as OWASP Global AppSec-AMS (the "**Event**") in the RAI Convention Centre in Amsterdam, The Netherlands owned by RAI (the "**Convention Centre**"), from 23 to 27 September 2019.
- B. RAI wishes to make available to the Hirer the exhibition, meeting and/or other areas in the Convention Centre as necessary for the Event and to provide a number of related services.
- C. The Parties wish to lay down the terms and conditions of their agreement as follows (this agreement, together with its Schedules, hereinafter to be referred to as the "**Agreement**").

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 The Event

Hirer shall hold and RAI shall accommodate the following Event in the Convention Centre to be held from 23 to 27 September 2019 in accordance with the terms and conditions of this Agreement.

OWASP AppSec conferences bring together industry, government, security researchers, and practitioners to discuss the state of the art in application security. This series was launched in the United States in 2004 and Europe in 2005. Global AppSec conferences are held annually in North America, Latin America, Europe, and Asia Pacific. Additionally, regional events are held in locations such as Brazil, China, India, Ireland, Israel, and Washington D.C. Presentations and videos are generally posted several months after each conference.

Article 2 Hired Premises and Term of Hire

For the purposes of the Event, Hirer shall hire from RAI, and RAI shall let to Hirer, the exhibition, meeting and/or other areas in the Convention Centre (the "**Hired Premises**") as described in the Confirmation of Hire attached to this Agreement as **Schedule 1** (the "**Confirmation of Hire**"). The Hired Premises shall be available to the Hirer during the hours of the days/dates as set out in the Confirmation of Hire (the "**Term of Hire**").

Article 3 Hire Charge and Deposit

- 3.1 The hire charge to be paid by Hirer to RAI for the hire of the Hired Premises during the Hire Period (the "**Hire Charge**") shall be calculated based on the rates of hire charged by RAI for the Hired Premises at the time of the Event. For reference purposes, the hire charge for the Hired Premises applicable at the time of the signing of this Agreement is set out in the Confirmation of Hire. Hirer is aware and agrees that RAI adjusts its hire charge in January of each year and that, as such, the hire charge set out in the Confirmation of Hire may be adjusted accordingly prior to the Event.
- 3.2 Hirer may request RAI to provide additional services, facilities or goods for the purposes of the Event (e.g. gas, water, electricity, cleaning, furniture, personnel etc.). Costs pertaining to such services, facilities or goods will be charged by RAI to the Hirer at the rates applicable during the Term of Hire in accordance with the provisions of this Agreement. Hirer shall provide RAI with the required deposit to cover the estimated costs of these additional services, facilities or goods (the "**Deposit**").
- 3.3 The Hire Charge and the Deposit shall be increased by value-added tax, if applicable, and paid by the Hirer on the basis of the Payment Plan attached to this Agreement as **Schedule 2** (the "**Payment Plan**"). The Hirer shall pay the (high) value-added rate applicable during the Event.

Article 4 Privacy and data processing

- 4.1 RAI may request Hirer to provide contact details (**Personal Data**) of exhibitors and other visitors of the Event (**Participants**) for the purposes of approaching the Participants in order to provide necessary Event related products and services (the **Purposes**). In that case:
- (i) RAI guarantees to Hirer that it will only process the Personal Data for that purpose and always in accordance with the General Data Protection Regulation 2016/679 (**GDPR**), as well as any other applicable privacy regulation; and
 - (ii) Hirer warrants to RAI that it has obtained the necessary approval (opt-ins) from the Participants for providing the Personal Data to RAI for the purpose set out above and that it shall comply with the GDPR as well as any other applicable privacy regulation.
- 4.2 With respect to the processing of Personal Data, Parties agree that:
- 4.2.1 Hirer is responsible for and is Data Controller with regard to the Personal Data collected and processed by it up to and including the provision of the Personal Data to RAI;
 - 4.2.2 RAI is responsible for and is Data Controller with regard to the processing of Personal Data carried out by itself up to and including the provision of the Personal Data to Hirer;
 - 4.2.3 they will inform persons about whom they process data (**Data Subjects**) by means of a privacy statement about the handling of personal data;
 - 4.2.4 they will inform each other if a Party receives a request for access, rectification, data change, processing restriction or transfer of the Personal Data or resistance of a Data Subject.

Article 5 Standard Terms and Conditions

- 5.1 The Standard Terms and Conditions of Hire of Amsterdam RAI Convention Centre, which are attached to this Agreement as **Schedule 3** (the “**Standard Terms and Conditions of Hire**”), shall apply to this Agreement. Hirer confirms that it has received, read and agrees with the Standard Terms and Conditions of Hire and that its own standard terms and conditions shall not apply, notwithstanding any earlier or later reference to Hirer’s standard terms and conditions in any document.
- 5.2 The Hirer confirms that it has received and read the Facilities Regulations RAI referred to in the Standard Terms and Conditions of Hire and that it shall observe the provisions they contain. These Facilities Regulations can be downloaded and consulted by the Hirer and other interested parties on the RAI’s website (www.RAI.nl/) at any time.
- 5.3 Parties agree to derogation of or addition to the articles of this Agreement and/or its Schedules as specifically set out in **Schedule 4** hereto, which derogation or addition shall prevail in case of a conflict with the Agreement.
- 5.4 The Schedules referred to in this Agreement form an integral part hereof. In case of a conflict between the Agreement and its Schedules, the following order shall apply to determine which prevails:
- a. Schedule 4;
 - b. the Agreement;
 - c. Schedule 1;
 - d. Schedule 2;
 - e. Schedule 3.

Article 6 Notices

All notices, consents, waivers and other communications under this Agreement must be in writing in English and delivered by hand or sent by registered mail, express courier or e-mail to the appropriate addresses and numbers set out below (or to such addresses and numbers as a Party may notify to the other Party from time to time). A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered mail or express courier) or at the time of successful transmission (if delivered by e-mail).

To Hirer:

Name: OWASP Europe VZW
Address: Leinstraat 104 A, B-9660 Opbrakel, BELGIË
E-mail: mike.mccamon@owaspfoundation.org
Attention: Mr. M. McCamon

To RAI:

Name: RAI Amsterdam B.V.
Address: Europaboulevard 24, 1078 GZ Amsterdam, The Netherlands
E-mail: m.bouw@rai.nl
Attention: M. Bouw

Article 7 Miscellaneous

- 7.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all earlier agreements, either verbally or in writing, between the Parties in relation to the subject matter of this Agreement.
- 7.2 Neither Party may transfer, assign or procure the assumption of its rights and obligations under this Agreement, either in whole or in part, to any other person without the prior written consent of the other Party.
- 7.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.
- 7.4 This Agreement may only be amended with the consent of both Parties through a written amendment agreement or addendum.
- 7.5 This Agreement may be signed in any number of counterparts each of which, when executed by one or more of the Parties, shall constitute an original. Delivery of an executed counterpart of this Agreement by telecopy or PDF-file sent by either Party shall be effective as delivery of an original counterpart of this Agreement.
- 7.6 Hirer agrees that RAI shall digitalise a duly signed copy of the Agreement and keep only this PDF-file version in its files. Parties shall acknowledge this digitalised PDF-version of the Agreement as its original which shall have the same validity and evidential value as its original.
- 7.7 The Agreement and all agreements resulting therefrom are governed by the laws of the Netherlands.
- 7.8 The competent court in Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute in connection with this Agreement, or any agreements resulting therefrom, without prejudice to the right of appeal, including an appeal to the Supreme Court.

AS DRAWN UP AND SIGNED,

RAI Amsterdam B.V.

OWASP Europe VZW

M. van der Sluis
COO

Date: _____



M. McCamon
OWASP Interim ED

Date: 20. Feb. 19

B. Dalm
Director Commercial

Date: _____

Schedules:

- 1 - Confirmation of hire
- 2 - Payment plan
- 3 - Standard Terms and Conditions of Hire
- 4 - Derogating / additional provisions

SCHEDULE 1

Confirmation of hire



OWASP Europe VZW
Mr. M. McCamon
Leinstraat 104 A
B-9660 Opbrakel
BELGIË

P.O. Box 77777
NL-1070 MS Amsterdam
Europaplein 24
NL-1078 GZ Amsterdam
T +31 (0)20 549 12 12
www.rai.nl

Mandy Bouw
m.bouw@rai.nl
T +31 (0)20 549 15 87

RAI Amsterdam B.V.
Bank details: Entrée 99
NL-1000 AB Amsterdam
Deutsche Bank 46.62.68.157
IBAN: NL42DEUT046.62.68.157
Swiftcode: DEUTNL2N

Kind of letter	Confirmation of hire
Concern	OWASP Global AppSec-AMS
Your contact	Mr. M. McCamon
RAI reference	35282-01
Your reference	
Customer number	00461951
Contact name	Mandy Bouw
Date	19-2-2019
Price level	2019

Description	Amount (EUR)
Accommodation: Rooms	76.685,00

Total of Accommodation (excl. VAT)	76.685,00
VAT 21% (of 76.685,00)	16.103,85
Total of Accommodation (incl. VAT)	92.788,85

Description	Period	Number	Price p/u	Amount (EUR)
Accommodation: Rooms				
D301	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	450,00	1.350,00 ²
D302	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	385,00	1.155,00 ²
D303	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	385,00	1.155,00 ²
D304	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	450,00	1.350,00 ²
D401	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	385,00	1.155,00 ²
D402	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	450,00	1.350,00 ²
D403	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	715,00	2.145,00 ²
D404	23-9-2019 - 25-9-2019 08:00 - 23:30	3 days	525,00	1.575,00 ²
Elicium 1	25-9-2019 - 27-9-2019 08:00 - 23:30	3 days	6.070,00	18.210,00 ²
Elicium 2 expo	25-9-2019 - 27-9-2019 08:00 - 23:30	3 days	12.040,00	36.120,00 ²
In Between	25-9-2019 - 27-9-2019 08:00 - 23:30	3 days	0,00	0,00 ²
D201-202	26-9-2019 - 27-9-2019 08:00 - 23:30	2 days	2.170,00	4.340,00 ²
D203-204	26-9-2019 - 27-9-2019 08:00 - 23:30	2 days	2.170,00	4.340,00 ²
D301	26-9-2019 - 27-9-2019 08:00 - 23:30	2 days	450,00	900,00 ²
D302	26-9-2019 - 27-9-2019 08:00 - 23:30	2 days	385,00	770,00 ²
D303	26-9-2019 - 27-9-2019 08:00 - 23:30	2 days	385,00	770,00 ²
Total Accommodation: Rooms				76.685,00

Total of Accommodation (excl. VAT)

76.685,00

² VAT 21% (of 76.685,00)

16.103,85

Total of Accommodation (incl. VAT)

92.788,85

SCHEDULE 2
PAYMENT PLAN



OWASP Europe VZW
Mr. M. McCamon
Leinstraat 104 A
B-9660 Opbrakel
BELGIË

P.O. Box 77777
NL-1070 MS Amsterdam
Europaplein 2-22
NL-1078 GZ Amsterdam
T +31205491587
www.rai.nl

Mandy Bouw
E m.bouw@rai.nl

Correspondence	Payment plan
Subject	OWASP Global AppSec-AMS
Reference	35282-01
Contact person	Mandy Bouw
Date	19-2-2019

Based on the current known date, the costs for your event in relation to the accommodation and supplies will come down to the following amounts:

Total Accommodation	EUR	76.685,00
Total Deposit	EUR	7.668,50
TOTAL	EUR	84.353,50

In accordance with the General Conditions of Hire you will receive an invoice (a number of invoices) in advance according to below mentioned scheme. This (these) invoice(s) should be paid no later than the stated date. The amount of the Deposit will be invoiced simultaneously with the last instalment. Possible changes in the accommodation and/or the suppliers will be settled with the next invoice.

The first instalment is	EUR	7.668,50	and is due on 19-03-2019
The second instalment is	EUR	34.508,25	and is due on 25-07-2019
The third instalment is	EUR	34.508,25	and is due on 23-08-2019
Total Deposit	EUR	7.668,50	and is due on 23-08-2019

These amounts are exclusive of VAT.

After the Event has taken place you will receive a final invoice from which this (these) invoice(s) will be deducted.

SCHEDULE 3

STANDARD TERMS AND CONDITIONS OF HIRE

RAI CONVENTION CENTRE



STANDARD TERMS AND CONDITIONS OF HIRE OF THE RAI CONVENTION CENTRE

1. Definitions

The terms used in these Standard Terms and Conditions of Hire have the following meaning, unless other written agreements have been made about this. Terms in the singular are also deemed to include the plural and vice versa, in so far as the text requires this.

- 1.1 **Agreement:** the written hire agreement between RAI and the Hirer or, when the occasion arises, the Confirmation of Hire regarding the hire of the Hired Premises and the additional facilities (products and services) including its Schedules and any annexes thereto.
- 1.2 **Confirmation of Hire:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge, as attached to the Agreement as Schedule 1.
- 1.3 **Confirmation of Option:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the option granted, the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge.
- 1.4 **Convention Centre:** the RAI Convention Centre in Amsterdam, The Netherlands.
- 1.5 **Deposit:** the deposit for additional costs described in Article 4.4 below.
- 1.6 **Event:** the event, being a conference, fair, exhibition, presentation, meeting or other event, for which the Hired Premises are made available and as further described in article 1 of the Agreement.
- 1.7 **Facilities Regulations:** the rules and regulations drawn up by RAI in respect of the use of its facilities which can be permanently (24/7) consulted by the Hirer and other interested parties on and/or downloaded from RAI's website (www.RAI.nl, Standard Terms and Conditions page).
- 1.8 **Hirer:** a natural person or legal entity who concludes an Agreement with RAI or to whom RAI has sent a Confirmation of Hire or a Confirmation of Option, as the case may be.
- 1.9 **Hire Charge:** the hire charge specified in the Confirmation of Hire or, when the occasion arises, in the Confirmation of Option.
- 1.10 **Hire Period:** the period or periods specified in the (most recent) Confirmation of Hire or Confirmation of Option during which the Hired Premises will be available to the Hirer.
- 1.11 **Hired Premises:** the (meeting and conference) rooms, the (exhibition) halls, the Elicium, the lounges and/or the foyers of the Convention Centre, as expressly specified in the Confirmation of Hire.
- 1.12 **Participants:** the participants in the Event, such as the Hirer, exhibitors, sponsors, suppliers and visitors.
- 1.13 **Party(ies):** the party(ies) to the Agreement.
- 1.14 **Payment Plan:** a written overview drawn up by RAI setting out the dates on which the Hirer owes to RAI the Hire Charge and the Deposit as attached to the Agreement as Schedule 2.
- 1.15 **RAI:** RAI Amsterdam B.V., which has its registered office at Europaplein 24, 1078 GZ Amsterdam, the Netherlands (Trade Register number: 34192575).
- 1.16 **Reservation Value:** the Hire Charge and the Deposit.
- 1.17 **Schedule:** a schedule to the Agreement.
- 1.18 **Standard Terms:** these Standard Terms and Conditions of Hire RAI Convention Centre.

2. Conclusion of the Agreement and options

- 2.1 Until the Agreement has been concluded, the content of the legal relationship between Parties is determined by their conversations and correspondence, including any Confirmations of Option and/or Confirmations of Hire and by means of fax messages, letters and e-mail messages. Confirmation of Hire remains (only) a Confirmation of Option until the Agreement has been finally signed by Hirer.
- 2.2 RAI may grant the Hirer a so-called 'First Option' or a 'Provisional Option' by means of a Confirmation of Option clearly setting out the conditions of the option:
- 2.2.1 A First Option applies for the period specified in the Confirmation of Option, subject to a maximum of sixty (60) days. After the expiry of the recorded option period, the First Option will lapse by operation of law. If, during the First Option period, other parties are seriously interested in hiring the same premises, RAI shall inform Hirer, which shall confirm within ten (10) working days whether or not it will convert the First Option into a definite Agreement. If in such case, Hirer decides not to confirm the First Option, such First option will lapse and RAI will be free to hire the premises out to others.
- 2.2.2 A Provisional Option may be granted for a maximum of fourteen (14) working days. After the expiry of the recorded option period, the Provisional Option will lapse by operation of law.

3. The Hired Premises

- 3.1 It is the responsibility of the Hirer to determine whether the Hired Premises are suitable for the Event before entering into the Agreement.
- 3.2 The Hired Premises consist solely of the premises described in the Confirmation of Hire and the facilities set out therein. Unless expressly agreed otherwise in writing, central entrances, passageways, halls, toilettes, staircases, cafés, restaurants, outdoor areas and car parks/parking spaces do not form part of the Hired Premises.
- 3.3 Without the prior written consent of RAI the Hirer is not permitted to:
- 3.3.1 use the Hired Premises for a purpose other than that described in the Agreement or, when the occasion arises, the Confirmation of Hire;
- 3.3.2 sublet all or part of the Hired Premises or otherwise allow use by third parties, with the exception for exhibitors if the Event is a trade fair or exhibition;
- 3.3.3 exhibit goods and services in the Hired Premises that are not covered by the exhibition programme described in the Agreement;
- 3.3.4 give the Event a different name or substantially change the nature of the Event during the term of the Agreement, provided always that RAI shall not withhold its consent on unreasonable grounds.
- 3.4 Hirer shall not, and shall ensure that Participants shall not, cause nuisance or inconvenience to RAI or third parties through its use of the Hired Premises.
- 3.5 If and to the extent applicable, the provisions of the Standard Terms will also apply to Participants. The Hirer shall inform Participants of the Standard Terms and shall remain responsible and jointly and severally liable for the (proper) performance of the Standard Terms by Participants. The Hirer indemnifies RAI against all claims of third parties resulting from any infringement of these terms by the Participants.

4. Additional products and services

- 4.1 Unless provided otherwise in the Agreement, all costs incurred in connection with goods and services to be provided by RAI or others, such as the cost of gas, water, electricity, flue gas equipment, compressed air, cleaning, removal of waste, security, audiovisual equipment, furniture, catering services, operation of technical equipment, special traffic management and so forth, will be charged separately to the Hirer. The costs for these additional goods and services will be calculated in accordance with the rates applicable during the Hire Period.
- 4.2 The Hirer shall liaise with RAI as soon as reasonably possible and in any event no later than three (3) calendar months before the Hire Period regarding (i) the goods and services which Hirer shall require with a view to the Event and (ii) any other matters of relevance to Parties in relation to the Agreement or the Event. If the Hirer fails to liaise with RAI on time, RAI will no longer be able to guarantee adequate delivery of the required goods and services.
- 4.3 The Hirer is aware and agrees that additional terms and conditions may apply to the supply of products and services, such as catering and access to the RAI ICT.
- 4.4 The Hirer shall owe RAI a Deposit for the additional goods and services referred to in this article. The amount of the Deposit will be calculated by RAI either as a percentage of the Hire Charge to be fixed by RAI or on the basis of a budget of the relevant costs as drawn up by RAI by reference to a previous edition of the Event in the Convention Centre.

5. Payment

- 5.1 The Hire Charge and Deposit will be paid by the Hirer no later than the dates referred to in the Payment Plan or, in the absence of a Payment Plan, within twenty-one (21) days of the date of the invoice. The Hirer has no right to claim a discount, suspension of payment or set-off. If a due date is exceeded, RAI will be entitled to charge the Hirer interest as from the due date at the statutory commercial rate in accordance with article 6:119a of the Dutch Civil Code.
- 5.2 The Hirer agrees to pay the turnover tax (VAT) as charged by RAI on the Hire Charge, the Deposit, and on any cancellation costs in accordance with applicable law.
- 5.3 The Deposit will be set off against the final invoice to be issued by RAI as soon as possible after the Hire period has ended, provided that the Hirer has fulfilled its obligations towards RAI. If the amount to be paid by the Hirer to RAI exceeds the amount of the Deposit, RAI shall send the Hirer an additional invoice for the difference as soon as possible after the Hire Period. The Hirer shall be obliged to ensure that the sum specified in the (additional) invoice is paid to RAI within twenty-one (21) days.

6. Fitting and vacating the Hired Premises

- 6.1 The fitting, use and vacating of the Hired Premises will take place in consultation with RAI and in accordance with the Facilities Regulations. The Hirer shall ensure that the Participants shall comply with the instructions of RAI and the Facilities Regulations. RAI may amend or add instructions regarding the fitting, use and vacating of the Hired Premises, for instance, if such is considered advisable by the fire department, police or RAI in view of (public) order or safety and/or in connection with legislation or regulations.
- 6.2 Without the prior written consent of RAI, no changes may be made to the Hired Premises or the surroundings of the Conventions Centre, for example, by posting, (de)contracting, drilling, nailing and/or painting. At the Hirer's expense, RAI may restore to its original condition anything that has been installed, damaged, removed or changed, without the need for any formality and/or recourse to the courts.

- 6.3 The work to be performed in the Hired Premises with regard to temporary connections to the RAI infrastructure for electricity, compressed air, water, water discharge, gas, flue gas discharge, the central aerial system, telephone and other data communication equipment, as well as (pre)rigging, may be performed by parties so designated by RAI only. The costs involved will be borne entirely by the Hirer and/or the Participants.
- 6.4 The Hirer shall accept the Hired Premises in the condition they are in at the start of the Hire Period. Any damages to the Hired Premises or other areas in or around the Convention Centre provided to Hirer found during or at the end of the Hire Period will be deemed to have occurred during the Hire Period and repairs will be for risk and account of the Hirer unless Hirer can prove that (i) the damages existed before the Hire Period or did not worsen during the Hire Period and the Hirer reported the damages to RAI in writing at the start of the Hire Period, (ii) the damages were caused by RAI or its personnel, or (iii) the damages are a consequence of normal wear and tear. Such damage may be repaired by RAI at Hirer's risk and expense.
- 6.5 On the date (and at the time) on which the Hire Period ends as specified in the Confirmation of Hire, the Hirer shall deliver the Hired Premises, clean and fully vacated, in the condition in which the Hired Premises were made available to Hirer and, where necessary, after undoing any changes which the Hirer may have made to the Hired Premises. If the Hired Premises are not delivered to RAI on time, to RAI's satisfaction, RAI will be entitled to take any measures it deems necessary in order to effectuate correct delivery for the Hirer's risk and expense.

7. Order and safety

- 7.1 The Hirer shall comply with all rules and regulations as issued by the competent authorities from time to time, including for example, the province of Noord-Holland, the municipality of Amsterdam, the fire department, the North Sea Canal Environment Agency the Food and Consumer Product Safety Authority and Buma/Stemra (the Dutch Performing Rights Organisation). The Hirer shall consult with RAI on its plans for the layout of the Hired Premises no later than three (3) months prior to the start of the Hire Period, so that any required changes, for instance in connection with applicable regulations and/or the functioning of the Hired Premises, can be on time.
- 7.2 The security of the Hired Premises, both inside and outside, will be arranged in close consultation with RAI and subject to the reasonable guidelines issued by RAI in respect of the security profile of the Event. Security will include the security at the entrance(s) to the Hired Premises during the Hire Period. The Hirer shall comply with RAI's instructions regarding safety and security.
- 7.3 RAI retains the right to take charge of the security of an Event, at Hirer's expense, in the interest of public order.
- 7.4 During the larger Events, RAI shall arrange a first aid service in close consultation with the Hirer.
- 7.5 RAI as well as the Hirer will ensure that the Hired Premises and the other space or spaces and (outdoor) sites made available for the Event have a well-kept appearance during the Hire Period.
- 7.6 The affixing of advertisements in, on, to and/or around the Hired Premises (including (public) space or spaces and (outdoor) sites) will take place only with the prior written consent of RAI, with the exception of advertising in stands at exhibitions.
- 7.7 The Hirer shall accept the equipment that forms part of the Hired Premises in the condition in which it is at the start of the Hire Period. The Hirer shall use the equipment carefully and for its intended purpose and shall return it at the end of the Hire Period in the same condition in which it was at the start of the Hire Period. Damage to equipment will be deemed to have been caused

by Hirer unless Hirer informed RAI of the damage prior to the start of the Hire Period.

- 7.8 RAI is not liable for damages resulting from the hire or use of the equipment, unless such damage is a direct consequence of gross negligence or willful misconduct on the part of RAI. Any damage to be reimbursed will in all cases be limited to the lesser of the repair or replacement of equipment and to reimbursement of the amount paid out under RAI's insurance.
- 7.9 The Hirer shall ensure that no easily flammable or explosive substances, gases or hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances or radioactive sources are present in the Hired Premises during the Hire Period without the prior written consent from RAI.
- 7.10 If the Hirer and/or Participants intend to use open, flowing, sprayed and/or atomised liquids (e.g. through air conditioning systems, fountains, high pressure cleaning equipment, saunas, whirlpools, etc.) in the Hired Premises, the Hirer and/or Participants shall give RAI timely written notice and shall comply with all applicable rules. Without the express written consent of RAI, the use of these liquids as referred to in this article is not permitted.
- 7.11 The Hirer shall ensure that the products and services exhibited and present in the Hired Premises during the Event are of sound quality and at all times meet the all relevant requirements and regulations and do not infringe the rights of third parties.
- 7.12 Smoking is not permitted in the Convention Centre. Any fines for infringements of the Dutch legislation and regulations in respect hereof will be borne by the Hirer.

8. Liability

- 8.1 RAI is not liable for any damage resulting from a failure to comply with any provision of the Agreement or a failure to do so fully or in time, except in the event of gross negligence or willful misconduct on the part of RAI.
- 8.2 RAI is not liable for the consequences of defects of which it was unaware and was not required to be aware upon entering into the Agreement.
- 8.3 Participants, personnel or third parties engaged by or on behalf of Participants, and other users of the Hired Premises, as well as their property are in the Hired Premises at their own risk, or, as the case may be, at the risk of these parties. RAI is not required to insure these risks. The Hirer shall take out adequate insurance against third-party liability, fire and theft. No later than thirty (30) days before the start of the Hire Period the Hirer shall hand over, at the first request of RAI, a certificate of its insurance company/companies or insurance broker showing that it is adequately insured at the time of the Hire Period and that the relevant premiums have been paid.
- 8.4 RAI is not liable for damages suffered by Participants as a consequence of the activities of other hirers or of obstacles to the use of the Hired Premises which are caused by third parties, unless there has been intent or deliberate recklessness on the part of RAI.
- 8.5 The Hirer and not RAI shall be liable for damage to property and/or persons caused in the Hired Premises and/or on the sites belonging thereto, unless in case of gross negligence or willful misconduct on the part of RAI or unless it can be irrefutably established that such damage is entirely unconnected with the Event.

9. Indemnity

- 9.1 The Hirer warrants that it shall timely obtain all permits licenses and contents required in order to hold the Event in the Hired Premises, including the permits to be issued by the municipality, and that it will comply with any conditions attached to them. Refusal or cancellation of such permits licenses or contents will not constitute grounds for (i) Hirer to terminate the Agreement without costs or (ii) a claim against RAI. The Hirer shall supply RAI with a copy of the aforesaid permits and licences as soon as RAI requests.
- 9.2 The Hirer shall indemnify RAI against all claims which third parties may be able to enforce against RAI in connection with acts and omissions on the part of Participants and/or persons for whom Participants are liable or who are present in the Hired Premises on account of the Event.
- 9.3 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (the Wav of "Act"). The Hirer shall observe the statutory provisions of this Act and shall, pursuant to Article 3.4 above, impose a requirement on Participants that they also comply. The Hirer expressly acknowledges that RAI is not responsible or liable for compliance with the Act in respect of personnel and/or third parties set to work by or on behalf of Participants, and indemnifies RAI against fines which may be imposed on it and/or claims brought against it under the Act, regardless of whether or not such fines and/or claims are correct.

10. Catering and restaurants

- 10.1 Unless agreed otherwise in writing, RAI has the exclusive right to provide catering within the Hired Premises.
- 10.2 In the event of an agreed catering, Hirer is promptly due an advance payment of 80% of the agreed catering offer. Hirer shall due the other 20% of the catering offer within 28 days after the final invoice has been sent by the RAI.

11. Licences and consents

- 11.1 RAI has been granted an integrated umbrella licence (parapluvergunning) by the municipality of Amsterdam for the organisation of a range of activities. If Participants wish to organise activities which fall within the scope of this integrated licence, they timely must seek RAI's prior consent. RAI shall decide on such request as soon as possible.
- 11.2 The Hirer shall verify if the activities which it or Participants intend to organise or hold in view of the Event require RAI's consent. A list of the activities that require RAI's consent can be obtained free of charge on request. If a Participant fails to (timely) request consent for the organisation of an activity that falls within the scope of the licence, RAI may refuse consent and/or forbid the activity.
- 11.3 The Hirer shall observe all conditions and instructions which RAI may impose with a consent promptly and without reservation and shall ensure that Participants do the same. Participants shall immediately cooperate with compliance checks carried out by RAI in respect of the conditions imposed with a consent.
- 11.4 RAI is not liable for any loss or damages as a result of (i) the Participants not correctly or timely complying with any of the conditions or instructions imposed by RAI with a consent or (ii) actions undertaken by the competent authorities or RAI as supervisor in view of compliance with a license or consent. In case of failure to fully and correctly comply with a licence or any of the conditions or instructions imposed by RAI with a consent, the Hirer shall be liable for the loss or damages which RAI suffers as a result. For the avoidance of doubt, the damages referred to in this provision will include damages as a result of sanctions or fines imposed by the competent

authority.

- 11.5 The Hirer indemnifies RAI against all claims of third parties who use or wish to use the consent, in so far as such claims are in any way connected with, for example, the refusal or granting of consent, the content of the consent or the measures which RAI or the competent authority takes in connection with supervision and enforcement of the conditions attached to the consent. Such is without prejudice to the liability of the Hirer pursuant to the article 11.4 above.

12. Cancellation by the Hirer

- 12.1 The Agreement may be terminated by the Hirer with immediate effect without the obligation for Hirer to pay any compensation to RAI:
- 12.1.1 in the event of RAI's bankruptcy, suspension of payments or other inability to perform its obligations (financial and otherwise);
 - 12.1.2 if RAI fails to perform its material obligations under the Agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the Event).
- 12.2 In the event of cancellation by the Hirer of the hire of one or more exhibition halls (or of part of an exhibition hall):
- 12.2.1 more than thirty (30) months before the start of the Hire Period, the Hirer owe to RAI ten (10) percent of the Reservation Value, plus VAT.
 - 12.2.2 less than thirty (30) months before the start of the Hire Period, the Hirer shall owe RAI one hundred (100) percent of the Reservation Value, plus VAT.
- 12.3 In the event of cancellation by the Hirer of the hire of Elicium 1 and/or 2:
- 12.3.1 more than twelve (12) months before the start of the Hire Period, the Hirer shall owe RAI ten (10) percent of the Reservation Value, plus VAT;
 - 12.3.2 less than twelve (12) months before the start of the Hire Period, the Hirer shall owe RAI one hundred (100) percent of the Reservation Value, plus VAT.
- 12.4 In the event of cancellation by the Hirer of the hire of one or more (meeting and conference) rooms, foyers and/or lounges and other spaces (in so far as they do not form part of the exhibition halls or Elicium 1 and/or 2 as referred to in article 12.2 and 12.3), the Hirer shall to owe RAI the following percentage of the Reservation Value depending on the moment of cancellation:
- | Days before start of the Hire Period | % of the Reservation Value due |
|--------------------------------------|--------------------------------|
| More than 180 days | 10% |
| 180 - 121 days | 25% |
| 120 - 61 days | 50% |
| 60 - 31 days | 75% |
| Less than 31 days | 100% |
- 12.5 Where services and products that have been offered and accepted by or on behalf of RAI are cancelled by the Hirer within fourteen (14) days before the start of the Hire Period, the Hirer shall be obliged to pay RAI the costs specified in the offer for the aforesaid services and products. In the event of cancellation outside that period, the Hirer shall be obliged to pay RAI any reasonable costs incurred by or on behalf of RAI.
- 12.6 Force majeure on the part of Hirer shall not limit its obligation to pay a cancellation fee on the basis of this article 12.



13. Cancellation by RAI

- 13.1 The Agreement may be terminated by RAI with immediate effect:
- 13.1.1 in the event of the Hirer's bankruptcy, suspension of payments or other inability to fulfil its obligations (financial and otherwise);
 - 13.1.2 if material property of the Hirer is seized or attached or becomes subject to similar measures ordered by a court;
 - 13.1.3 in case of a change of control over the Hirer or the Event;
 - 13.1.4 on the instructions of the authorities, for example where there is a breach or threat of a breach to public order;
 - 13.1.5 if the Hirer fails to perform its material obligations under the Agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the Event).

Termination by RAI based on article 13.1 above will be deemed a termination caused by Hirer for which the cancellation fees as set out in article 12 above will apply.

Termination by RAI on one of the grounds set out above, is deemed a termination at the expense and risk of the Hirer which will result in the obligation for the Hirer to pay damages in accordance with article 12 as if cancellation by Hirer had occurred.

- 13.2 If the Agreement is terminated by RAI as a consequence of one or more of the circumstances referred to in Article 13.1 above, RAI will be entitled, after giving notice of default (in so far as this is reasonably feasible in relation to the Event), to undertake all action, at the Hirer's risk and expense, which the Hirer would have been obliged to undertake under the Agreement, without prejudice to the Hirer's obligation to perform under the Agreement and pay compensation for the costs and loss and damage resulting from such termination.
- 13.3 In the event of force majeure, RAI will be entitled (i) to terminate the Agreement with immediate effect or (ii) to offer the Hirer reasonable alternative premises for the Hire Period on the same terms and conditions. In the aforementioned events, the Hirer will not be entitled to claim any form of costs incurred or losses or damages incurred. If the Agreement is terminated, RAI shall reimburse to Hirer the Reservation Value already paid.
- 13.4 If the alternative premises proposed by RAI in accordance with article 13.3 are not suitable, this being a matter for reasonable assessment by the Hirer, the Hirer will be entitled to terminate the Agreement within seven (7) business days after the date of RAI's proposal, without entitlement to claim any form of costs incurred or losses or damages suffered, with the exception of a Reservation Value already paid.

14. Miscellaneous

- 14.1 The Hirer is obliged at all times to give the personnel and representatives of RAI access to any part of the Hired Premises, on production of a RAI identity card or a written pass signed on behalf of RAI.
- 14.2 The operation of cloakrooms and toilets in the Hired Premises is reserved to RAI and/or to third parties engaged by RAI.
- 14.3 The Hirer may not give any tips, rewards or gifts to persons in the employ of RAI or otherwise engaged by RAI.
- 14.4 The Hirer agrees that the Event will be included in RAI publications (including internet) regarding its exhibition and/or conference activities.
- 14.5 The Hirer is not permitted to use RAI's (trade)names and/or trademarks in its publications without the prior written consent of RAI.

15. Confidentiality

- 15.1 Each Party shall treat as confidential and not disclose or use any information contained in this Agreement or information that becomes available in the course of performing the Agreement and of which it has been notified by the other Party that the information is confidential or that it should reasonably understand is confidential, unless and in so far as:
- 15.1.1 disclosure is required by the Agreement, by law or by the courts;
 - 15.1.2 disclosure is required by a supervisory authority or public body;
 - 15.1.3 disclosure is necessary to enforce this Agreement in court proceedings;
 - 15.1.4 the other Party has given written permission for disclosure;
 - 15.1.5 the information has come into the public domain through no fault of the disclosing Party;
 - 15.1.6 disclosure is necessary in order to obtain advice from a professional adviser.

In the event of disclosure of information in the cases referred to above, the disclosing Party shall consult the other Party about the content, form and timing of the intended disclosure.

16. Notices

All notices and other communications under this Agreement must be in writing in English and delivered by hand or sent by registered mail, express courier or e-mail to the appropriate addresses set out in the Confirmation of Hire.

17. Applicability of the Agreement and standard terms and conditions

- 17.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.
- 17.2 The applicability of any standard terms and conditions of any of the Participants is expressly excluded, notwithstanding any earlier or later reference to or declaration of the applicability of the standard conditions of the Hirer and Participants, for example on invoices.
- 17.3 In addition to the Standard Terms, the Facilities Regulations apply. If and in so far as the Facilities Regulations conflict with the Standard Terms, the provisions of the Facilities Regulations will prevail.
- 17.4 Hirer is aware and agrees that RAI has drawn up Standard Terms and Conditions for Visitors which apply to all of the visitors of the Convention Centre. The Standard Terms and Conditions for Visitors may be downloaded at any time from www.rai.nl.
- 17.5 This Agreement may only be amended in writing by mutual agreement between Parties.
- 17.6 The Hirer agrees that RAI will digitise the signed Agreement as a PDF file and will keep only this digital PDF version in its records. Parties shall acknowledge this digital version of the Agreement as the original agreement which is binding on the Parties and has the same legal force and evidential value as the original.

18. Choice of law and forum

- 18.1 The Agreement will be governed by the law of the Netherlands.
- 18.2 The District Court in Amsterdam, the Netherlands, will be exclusively competent to hear all disputes that may arise either in connection with or in the performance of the Agreement or any agreements yet to be concluded by the parties with regard to the Agreement.

SCHEDULE 4

DEROGATING / ADDITIONAL PROVISIONS

Not applicable

