

GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE COLLECTIVE STANDS

of

Brussels Invest & Export

(in addition to the special conditions)

Article 1: Definitions

"Brussels-based company" means a company with its headquarters in the Brussels-Capital Region (post code from 1000 to 1210). This is a company with a commercial purpose and a Belgian company number.

"Belgian non-Brussels-based company" means a company that does not have its headquarters in the post codes from 1000 to 1210 but which at least has a headquarters elsewhere in Belgium.

"Collective stand" means the reservation and construction of stands for Brussels-based companies by Brussels Invest & Export at a trade fair outside Belgium. These stands have a consistent style and contain a reception area, a meeting space and a communal kitchen. These stands are hired out to the companies for the duration of the trade fair at very attractive financial terms for Brussels-based companies.

"Request to participate" means the form sent by the company that wishes to participate in the collective stand. On this form, the applicant company shall accept the special conditions for this collective stand (trade fair, size, price) and shall accept the general terms and conditions for participation.

"Registration" means confirmation of the company's participation in the collective stand by Brussels Invest & Export. Indeed, it may be that the space reserved by Brussels Invest & Export cannot physically accommodate all applicants; it is also possible that the trade fair may decide not to accept some exhibitors.

Article 2: Eligibility

The collective stands organised by Brussels Invest & Export are open to Brussels-based companies that wish to expand internationally and are involved in the business sector(s) of the trade fair.

The companies must satisfy all the following criteria:

- have a business producing goods or services in Brussels or Belgium and/or develop significant business for the Brussels economy (including the tourism sector); and
- exhibit Brussels or Belgian products/services, i.e. products or services providing significant value to Brussels or Belgium.

The company agrees absolute compliance with these two conditions. Products/services not satisfying these conditions will have to be removed by the company, or failing that, will automatically be removed at the company's cost.

Commercial intermediaries may be accepted, provided that only products or services as defined above are exhibited.

Priority for participation is given to Brussels-based companies. Other Belgian or Luxembourg companies may participate at cost price and under the conditions given in the articles that follow, provided that it is an action conducted exclusively by Brussels Invest & Export.

Article 3: Request to participate and registration

3.1 General principles:

A distinction must be made between the request to participate and registration for the trade fair (ref. art 1).

The submission of a "request to participate" does not result in automatic "registration" for the collective stand. It does not give any right to the allocation of a stand of a given size or in a fixed location. The request to participate does however commit the company to participating in the trade fair once the registration is confirmed by Brussels Invest & Export.

3.2. Request to participate:

3.2.1. Form and deadlines for the request to participate

The "request to participate" is made using the form supplied to companies by Brussels Invest & Export. This form must be completed, dated and signed by the company wishing to participate in the collective stand. To be considered, the "request to participate" must be sent within the deadlines specified on the form.

3.2.2. Registration of requests to participate

The requests to participate are validated in chronological order on receipt. However, in the event that only a limited number of companies can be accommodated on the collective stand, priority will be given to Brussels-based companies.

3.3. Registration

3.3.1. Prerequisites

Registration is conditional upon satisfying all the following conditions:

- verification of the company's eligibility by Brussels Invest & Export
- the company's acceptance by the trade fair organiser
- the availability of the necessary surface area

3.3.2. Actual registration

Registration is confirmed to the company by Brussels Invest & Export after it has verified that the company is not liable for any amount due to Brussels Invest & Export.

3.4. The different registration fees

The company shall have to pay registration fees to Brussels Invest & Export and, where necessary, registration fees to the trade fair organiser.

3.4.1. Registration fee to be paid to Brussels Invest & Export:

The company shall be required to pay a registration fee to Brussels Invest & Export, the amount of which is specified in the registration form.

Once paid, the amounts received shall no longer be refundable (without prejudice to articles 3.4.1.4 and 4.3.1).

3.4.1.1. This registration fee covers:

- the general preparation and organisation costs for the collective stand (such as reserving the space, contact with the organisers, drafting the specifications and plans, etc.)
- the rental of the space used by the company
- the rental, assembly and dismantling of the collective stand (standard version) as set out in the special specifications (including general lighting)
- Brussels Invest & Export on-site management staff and/or staff employed on site and for this purpose (for example, hostesses) by Brussels Invest & Export
- where appropriate, the production and distribution (depending on the terms defined by Brussels Invest & Export) of the presentation brochure for the Brussels Capital Region's collective stand

3.4.1.2. The registration fee must be paid within three working days of the company receiving the statement of claim sent by Brussels Invest & Export.

3.4.1.3. If the company fails to pay within the given deadlines, Brussels Invest & Export reserves the right to exclude the company from participating in the action in question as well as other Brussels Invest & Export actions.

3.4.1.4. Except in the event of cancellation for a reason of force majeure, the registered company cannot request the refund of its registration fee.

3.4.1.5. The company can only request the refund of its registration fee in cases where:

- Brussels Invest & Export has made the decision, on its own initiative, to cancel the collective stand or when the organisers have decided to cancel the trade fair.
- only a limited number of companies can be accommodated on the collective stand depending on the number of m² allocated by the trade fair organiser to Brussels Invest & Export (ref. article 3.2.2).

3.4.2. Registration fee to be paid to the trade fair organiser or through Brussels Invest & Export

In addition to the registration fee for the collective stand due to Brussels Invest & Export, the companies agree to:

- pay, within the given timeframes, any registration fees to the trade fair organiser, either directly to the trade fair organiser or through Brussels Invest & Export. In case of failure to pay within the given timeframes, leading to the cancellation (by the trade fair organiser) of the Brussels Invest & Export reservation for the entire collective stand and consequently jeopardising the participation of the other Brussels-based companies, the company in default shall be held liable.
- provide all the documents requested as part of its registration in the trade fair.

Article 4: Obligations of the parties

4.1. General obligations of Brussels Invest & Export and guaranteed services

Brussels Invest & Export undertakes to:

- rent the surface area and carry out the general construction of a "turnkey" stand;
- offer the contracted space to every company qualified as registered in the collective stand;
- arrange a shared reception area for registrants and their professional visitors;
- provide logistics support throughout the trade fair through the presence of one or several Brussels Invest & Export representatives;
- deploy the competent territorial economic and commercial attaché to prepare for and monitor the company's participation.

Companies wanting to occupy a larger surface area can request this, indicating the number of additional chargeable m² they require on the registration form. Additional chargeable m² may be allocated to companies provided that the total surface area granted to Brussels Invest & Export by the trade fair organisers is sufficient.

Application details and procedures:

Spaces on the collective stand shall be allocated during the drawing up of the final plans or, if there are compelling reasons to justify it, during the assembly of the collective stand.

Brussels Invest & Export can change the company's location if it is in the public interest or the general interest of all participating companies. As far as possible, such a change shall be made after consultation with the companies in question and shall not result in the right to any compensation for any company.

Projections, sound broadcasts, the distribution of leaflets, gadgets and samples are only permitted on the collective stand as long as they do not cause any inconvenience to other participants. Brussels Invest & Export reserves the right to ask the company to change its behaviour in order to comply with this provision.

Where necessary, Brussels Invest & Export reserves the right to increase or reduce the surface area depending on availability.

In all circumstances, the participation fee as set out in article 3.4.1 is the minimum charge paid by the company.

Brussels Invest & Export can request that the company modifies the interior of its stand if it proves unsuitable for the overall structure of the collective stand or is detrimental to the overall aesthetic of the Brussels Capital Region's collective stand.

4.2. Obligations of the registered company

Every registrant undertakes to:

accept the collective participation formula and send a representative to be on site for the entire duration of the trade fair;

to take responsibility for:

- the costs of creating and transporting its promotional and exhibition materials and related costs (customs, storage, etc.);
- organising and the travel and accommodation expenses for its on-site delegate;
 - related expenses such as application fees, entry in the official catalogue, any multimedia bundles, costs for inclusion in the internet database and other multimedia materials for the trade fair;
- drafting documentation and a website designed for the target country;
- specific equipment and orders (parking cards, visitor invitations, badge readers, etc.), the registered company is responsible for any additional services and furniture (not included in the basic equipment supplied by Brussels Invest & Export);
- producing a presentation text about its business for the collective stand's catalogue within the prescribed timeframes.

After the trade fair, every registrant must complete the evaluation form supplied by Brussels Invest & Export. Within 6 months after the collective stand, the company shall indicate the number of agreements signed or being negotiated as a result of the trade fair, and, provided that this information is not confidential, provide the names of the signatories.

If a registrant cancels its participation or reduces the size of its initial involvement, it remains liable for payment of the participation fee (ref. article 3.4), the additional m² and any costs incurred by Brussels Invest & Export or itself due to additional services that it may have ordered.

If a registrant cancels less than 2 weeks prior to the trade fair, it shall be liable to pay Brussels Invest & Export for the cost of the surface area offered by Brussels Invest & Export and its construction at cost price (this cost price is given in the participation form).

The company cannot transfer its participation to another company or exhibit the products or promotional material of a third party without the written agreement of Brussels Invest & Export.

The company is not authorised to sell products on its stand within the Brussels Capital Region's collective stand.

4.3. Insurances

4.3.1. The company shall waive any right of recourse against Brussels Invest & Export in the event that the trade fair is partially or completely cancelled, delayed or interrupted

due to a decision by the trade fair organisers, as a result of an insufficient number of companies or for any case of force majeure, without prejudice to their right to obtain a refund of their registration fees.

4.3.2. The companies are deemed to have checked that the products or services to be promoted are not subject to an import ban in the country where the trade fair is being held. Brussels Invest & Export cannot be held responsible for any disappointment that a registrant experiences on this point.

4.3.3. The assistance provided by the services of Brussels Invest & Export or its commercial offices abroad in the search for information about the prospects for the promoted products or services does not give any guarantee as to the actual possibility of export.

4.3.4. Each company is responsible for the packaging, return transport, customs clearance, storage and insurance of the exhibition goods unless Brussels Invest & Export explicitly confirms arrangements to the contrary.

4.3.5. Where Brussels Invest & Export grants exclusivity to a service provider or group of service providers for shipping, insurance, connection operations, etc., no contractual link is created between this service provider and the company. If the company wishes to use the services of this service provider, a specific contract must be concluded between these two parties. In any event, Brussels Invest & Export shall be a third party to this contract.

Article 5: Liabilities

5.1. Brussels Invest & Export shall only be liable for its own gross negligence and that of its employees for risks that may occur on the premises or as part of the trade fair. Brussels Invest & Export cannot be held liable in the event of accident, theft (company's equipment or personal effects of its representatives), accident or injury to people (company representative or third party) during transportation or the trade fair.

Within this framework, the company itself is responsible for covering these risks through the appropriate insurances such as "travel insurance" or "nail-to-nail" insurance.

5.2. Brussels Invest & Export cannot under any circumstances be held liable for the actions of the company's representatives or employees. The company agrees to assume all liability and to provide cover for the civil liability of Brussels Invest & Export in exercising their activities during the trade fair. In particular, this includes liability arising from fires, or accidents caused by the company's employees or representatives or even resulting from the equipment or products being exhibited (or operating as a demonstration).

5.3. Brussels Invest & Export agrees to ensure its specific civil liability within the framework of organising the Brussels Capital Region's collective stand.

5.4. The company must maintain an insurance policy throughout the entire duration of the trade fair, covering its liability in the event of an occupational accident for its representatives and employees as well as its general liability for any bodily injury or damage occurring on the premises or during the trade fair of any nature or amount whatsoever. It must be able to provide proof of this insurance policy upon request by Brussels Invest & Export.

Article 6: Miscellaneous provisions

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

6.2. The company also agrees to comply with the trade fair's internal rules and the instructions of the trade fair organisers as well as those of Brussels Invest & Export as part of the organisation of the Brussels region collective stand (particularly regarding the arrangements for the set-up, exhibition and security of the products exhibited).

6.3. In the shared interest of the proper organisation of the Brussels Capital Region's collective stand, the company agrees, through the presence of a delegate, to play an active part in the preparatory meetings to which it is invited. If it fails to do so, it shall be deemed to have agreed unreservedly to all adopted decisions or taken all necessary steps to safeguard their interests.

6.4. In order to help Brussels Invest & Export to provide the best assessment of the effectiveness of its action, the company agrees to complete and return, on receipt, the evaluation form sent to it by Brussels Invest & Export.

Article 7: Complaints and disputes

7.1. Any complaint concerning the organisation of the Brussels Capital Region's collective stand is only admissible if it is notified to Brussels Invest & Export in writing or to its delegate abroad, within 24 hours of its occurrence. Depending on the case, the dates of the post or fax transmission or the acknowledgement of receipt issued by the Brussels Invest & Export delegate shall prevail.

7.2. Any complaint or dispute shall be subject to an amicable resolution procedure between the appropriate managers from the company and Brussels Invest & Export. Failing an agreement between these parties, the Brussels' Courts shall have sole jurisdiction.

Article 8: Applicable law

These general terms and conditions are governed by Belgian law.