

**General Terms and Conditions**  
**KCI Publishing B.V.**

## 1. General Provisions

### Applicability

- 1.1 These General Terms and Conditions shall apply to all offers, quotations and agreements of KCI Publishing B.V., a private company with limited liability, and of its subsidiaries and other affiliated companies that refer to these General Terms and Conditions, hereinafter to be collectively referred to as 'KCI'.
- 1.2 These General Terms and Conditions comprise general provisions and the following specific conditions. The provisions of several specific conditions may apply to an agreement with KCI:
2. Advertising conditions (print, online and live)
  3. Subscription conditions (print and online)
  4. Direct mail conditions
  5. Conditions for participating in events
  6. Conditions for training, courses and workshops
  7. Conditions for principals of events
- 1.3 In the case of a difference between the general provisions and the specific conditions, the specific conditions shall prevail.
- 1.4 If one or more of the provisions in these General Terms and Conditions prove to be null and void or should be declared void, the remaining provisions of these General Terms and Conditions shall continue to apply in full. In that case, KCI and the other party shall consult with one another to agree upon one or more new provisions to replace the void or voided provision or provisions, endeavouring to retain the purpose and purport of the original provision or provisions as far as possible.
- 1.5 The Terms and Conditions applied by KCI may only be deviated from, if and insofar as these deviations are confirmed by KCI in writing.
- 1.6 By entering into an agreement with KCI, the other party shall waive the applicability of any Terms and Conditions used by it, howsoever denominated, so that all agreements with KCI shall exclusively be governed by the Terms and Conditions as used by KCI.

### Formation and performance of an agreement

- 1.7 All offers and quotations issued by KCI are free of obligation and subject to interim price changes unless explicitly stated otherwise. Quotations issued by KCI are valid for the period specified in the quotation. If no period is specified, the quotation shall be valid for up to four weeks after the quotation date. Offers and quotations shall not automatically apply to contracts in the future. The agreement shall not be effected until a written (order) confirmation has been received from KCI or actual performance of the agreement has started by KCI. Any changes to assignments shall only bind KCI insofar as these changes have been confirmed by KCI in writing or actually performed by KCI. A combined quotation does not oblige KCI to perform part of the assignment for a corresponding proportion of the quoted price.
- 1.8 Agreed delivery times shall never constitute a deadline, unless such has been explicitly agreed upon. Unless otherwise agreed in writing, exceeding the specified delivery time does not give the other party the right to dissolve the agreement or to compensation for damages. The mere fact that a stated or agreed delivery time has been exceeded shall not place KCI in a position of default. If delivery does not take place in time, the other party must give KCI notice of default in writing. KCI shall not be bound by firm or non-firm delivery times that can no longer be met on account of circumstances beyond its control, which have occurred after the agreement was concluded. Nor shall KCI be bound by firm or non-

firm delivery times if the parties have agreed to modify the content or scope of the agreement. KCI is entitled to perform its part of the agreement in instalments. The delivery time specified by KCI shall commence once KCI has received in full all the information necessary to perform the assignment.

- 1.9 All statements and/or notifications made by KCI with respect to its products and/or services (such as circulation, format, publication frequency, printing process, size and nature of its address database, numbers of subscriptions and/or circulations, weights, size of each issue, range and numbers of exhibitors, visitors and other participants in events and so forth) shall be made to the best of KCI's knowledge, but shall not be binding. Deviations and/or amendments of whatever nature or extent are therefore explicitly reserved by KCI. KCI shall at all times be entitled to change, at its discretion, the format, frequency, way of offering and/or distributing and the editorial/substantive or promotional/commercial content and/or formula, without granting the other party the right to modify or terminate the agreement.

### Fees and prices

- 1.10 KCI is at all times entitled to change the agreed fees and/or prices. The fee and/or price valid at the time of the performance of the agreement by KCI shall be decisive.
- 1.11 If KCI increases the fee and/or price within three months of concluding the agreement, the other party shall be entitled to terminate the agreement by means of an extrajudicial declaration, within three working days of the notification date, by the date on which the change would have come into effect, unless the price increase is too small to justify termination of the agreement. In the event of termination of the agreement, the other party shall be obliged to pay the full fee for the services provided.
- 1.12 All fees and/or prices are expressed in Euros, excluding VAT and/or other government levies, and also excluding transport, freight and delivery charges or travel and accommodation costs, unless explicitly agreed otherwise in writing. If one or more factors determining costs, such as currency exchange rates, import duties, insurance and freight rates, margin schemes or purchase prices, should change, KCI shall be entitled to amend its fee and/or price accordingly.

### Payment

- 1.13 Invoices issued by KCI must be paid within thirty days of the invoice date unless explicitly agreed otherwise in writing. Any right to set-off, suspension or deduction of a payment is excluded.
- 1.14 The other party may only object to an invoice in writing, under penalty of inadmissibility, within the payment term concerned.
- 1.15 If payment is not made in time, the other party shall be in default by operation of law and the total amount due to KCI shall be immediately payable without summons or notice of default, and regardless of any other payment agreements. If payment in instalments has been agreed upon in writing, this may be revoked at any time by KCI only. Without prejudice to its other obligations, the other party is obliged to pay interest of 1% per month over the outstanding amounts from the due date of the invoice until the date on which payment is made in full, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply.
- 1.16 In the event of non-payment or overdue payment, the other party shall be obliged to pay all judicial process and execution costs as well as administrative costs and extrajudicial collection costs. The extrajudicial collection costs shall amount to 15% of the invoiced amount with a minimum of one hundred Euros (€100).
- 1.17 Payments made by or on behalf of the other party shall consecutively serve to pay the extrajudicial collection costs owed

by the other party, the court costs, the interest owed by the other party and then the outstanding invoices, in order of invoice date, regardless of any statement to the contrary by the other party.

- 1.18 KCI shall at all times be entitled to request security for the payment or an advance payment, both before and after formation of the agreement, suspending its performance of the agreement until such security has been provided and/or KCI has received such advance payment, all without prejudice to KCI's right to compliance with the agreement or compensation for damages and/or KCI's right to wholly or partially dissolve the agreement without any legal intervention, without KCI being obliged to pay any compensation in this regard.

#### **Retention of title**

- 1.19 All products delivered shall remain the property of KCI until receipt of payment in full of the amounts due by the other party to KCI in respect of any delivery, including interest and costs.

#### **Suspension and dissolution**

- 1.20 Without any obligation arising on its part to pay damages, KCI may suspend all its contractual obligations and/or dissolve all or part of its agreement with the other party with immediate effect, by registered letter and without any legal intervention being required, in the event that:

a) the other party applies for a moratorium on payments or files for bankruptcy or is declared bankrupt or proposes a settlement outside bankruptcy or in the event that any of its assets are seized;

b) the other party ceases its activities, ceases to pursue its objectives according to its articles of association, decides to wind up its company, otherwise loses its legal personality or transfers or merges its business;

c) the other party fails to fulfil one or more of its obligations arising from the relevant agreement or fails to do so on time or adequately and fails to remedy this default within seven calendar days after receiving written summons by KCI to do so;

d) KCI ceases to publish the relevant product or provide the relevant service.

The above provisions in paragraphs a, b and c shall not affect KCI's other legal rights in the event of non-compliance by the other party, such as the right to demand compliance and/or to claim full compensation.

#### **Force majeure**

- 1.21 If, in KCI's reasonable opinion, KCI is or will be unable to fulfil its obligations without shortcomings due to force majeure, which is taken to mean circumstances beyond its control of either a permanent or temporary nature, it shall be entitled to terminate the agreement in part or in full, or to temporarily suspend performance of the agreement, such without any obligation to pay compensation.
- 1.22 Force majeure is understood to include, but not be limited to, threat of war, war, insurrection, acts of war, strikes, boycotts, business interruption, traffic or transport interruption, (data) network interruption, government measures, scarcity of raw materials, natural disasters, epidemics, fire, atomic nuclear reactions, machine failure and otherwise all circumstances, such as force majeure affecting suppliers, under which, according to the principles of reasonableness and fairness, KCI cannot be expected to perform all or part of the agreement.
- 1.23 In the event that KCI, upon commencement of the situation of force majeure, has already fulfilled part of its obligations or can

perform only part of its obligations, it shall be entitled to invoice the part performed or the part it will be able to perform separately and the other party shall be obliged to pay this invoice as though it concerned a separate contract.

#### **Intellectual property rights**

- 1.24 The intellectual property rights and similar rights, including but not limited to copyrights, trademark rights, patent rights, related rights, rights to protect performance and database rights, on items developed or made available pursuant to the agreement, including publications, informative and/or commercial products, databases or other (preparatory) materials issued by KCI, shall be vested exclusively in KCI and/or its licensors. The delivery of products and/or services does not extend to the transfer of intellectual property rights. Nothing in KCI's publications, items or products may be reproduced and/or disclosed in any way whatsoever without the prior written consent of KCI and/or its licensors.
- 1.25 KCI reserves the right to shorten, redesign, combine or prepare and distribute (parts of) publications and other informative or commercial products in the broadest sense.

#### **Complaints**

- 1.26 Any complaints regarding the (order) confirmation must be made known to KCI in writing prior to performance of the agreement by KCI but in any event within eight days of receipt of the (order) confirmation.
- 1.27 Any complaints regarding KCI's performance of the agreement must be made known to KCI in writing as soon as possible but in any event within eight days of discovery of a defect in the performance or within eight days of the time at which the defect in the performance should have been discovered, after which all rights of the other party vis à vis KCI shall expire.

#### **Liability**

- 1.28 The liability of KCI, its employees and the persons for whom KCI is responsible and/or liable shall, for direct damage which is attributable to KCI, except where this damage is the result of intent or deliberate recklessness, be limited in all cases per event, whereby a series of connected events shall be regarded as a single event for this purpose, to the invoice value of the part of the agreement from which the liability ensues. In the event that the agreement has a term of more than one year, the stipulated compensation shall be fixed at the total amount of compensation stipulated for the current year in which the breach occurs. Under no circumstances shall the total compensation for direct damage amount to more than two thousand five hundred Euros (€2,500) per event.
- The liability of KCI in respect of the other party shall expire in any case if the other party does not notify KCI by registered letter of the existence of the defect within eight days after discovery of the defect or within eight days of the time at which the defect could reasonably have been discovered.
- The liability of KCI, its employees and the persons for whom KCI is responsible and/or liable for indirect damage, including consequential damage, damage due to delays, loss of sales and/or loss of profit, loss of data and intangible loss, shall be excluded in all cases.
- All further claims, of whatever nature and from whichever person, shall be excluded.
- 1.29 The other party is responsible for delivering to KCI in time the materials, data, decisions and changes thereto, that are necessary for the performance of the agreement.
- 1.30 All (editorial) information, including recommendations, ideas, opinions and/or instructions, has been composed with due care and to the best of KCI's knowledge; however, KCI and the authors can in no way guarantee the accuracy or completeness of the

information. KCI and the authors shall therefore accept no liability whatsoever for damage, of any nature whatsoever, resulting from any actions and/or decisions based on such information. The other party is emphatically advised not to use such information out of context but to rely on its professional knowledge and experience and to verify the information to be used. The content of advertisements and other forms of commercial communication has been composed by or on behalf of advertisers and their accuracy, completeness and lawfulness are not verified by KCI. KCI does not therefore accept any liability for the content and design of advertisements and other forms of commercial communication.

- 1.31 The other party shall indemnify KCI against any liability in respect of third parties arising from the agreement as well as any liability in respect of third parties in connection with the use of or the inability of the other party to use the publications and other products and/or services provided by KCI.

#### **Other provisions**

- 1.32 KCI is entitled to transfer its rights and obligations under the agreement to a company with which it is affiliated in a group or transfer such rights and obligations to a third party as part of a transfer of KCI's business or any part thereof or as part of a transfer or partial transfer of a brand, title, product and/or service of KCI without any further consent of the other party being required. By entering into an agreement with KCI, the other party consents in advance to such a transfer. KCI shall inform the other party of any such transfer well in advance.

- 1.33 KCI is entitled to amend the present Terms and Conditions. Amendments shall also apply to agreements already entered into, starting from the time specified by KCI. KCI shall announce any such amendments in time in a way to be chosen by KCI, which, in the case of minor amendments, may consist of publishing the amended Terms and Conditions on the website [www.kci-world.com](http://www.kci-world.com) and/or referring to the amended Terms and Conditions in the colophons of KCI publications. Only if the amendment of the Terms and Conditions has drastic consequences for the rights and obligations of the parties shall the other party have the right to inform KCI that it wishes to continue the agreement on the basis of the unchanged current Terms and Conditions instead of on the basis of the amended Terms and Conditions.

- 1.34 In the event of changes to details, including name and/or address, the other party shall notify KCI in writing of both the former and the new details at least one month prior to the date on which the change will take effect; in the case of subscriptions preferably via the website [www.kciworld.com/contact](http://www.kciworld.com/contact).

- 1.35 The other party shall carefully comply with all legislation and regulations as well as codes of conduct that apply to him and shall indemnify KCI against any claims from third parties in that respect.

- 1.36 Section 6.5.3 of the Dutch Civil Code shall apply to agreements between KCI and another party not based in the Netherlands.

#### **Applicable law and disputes**

- 1.37 All agreements entered into with KCI shall be governed by Dutch law, with the exception of the Vienna Sales Convention.

- 1.38 Any disputes between parties shall be settled exclusively by the competent court in the place of establishment of KCI, except where KCI as claimant or applicant opts for the competent court in the place of residence or establishment of the other party.

## 2. Advertising Conditions (Print, Online, Live)

### Definition

- 2.1 Advertisements: any communications, announcements and/or advertisements of any nature whatsoever, included and/or inserted in an information carrier and/or attached thereto in printed form, hereinafter referred to as 'print', and/or in digital form, hereinafter referred to as 'online' and/or announced during events, hereinafter referred to as 'live' and/or consisting of images and/or sound.

Advertising Contract: any agreement in which KCI undertakes to place one or more Advertisements.

### Applicability

- 2.2 All agreements, offers and/or quotations of KCI with respect to Advertisements shall be governed by the present Advertising Conditions in addition to the general provisions. If, as part of an Advertising Contract, a Subscription Contract and/or an agreement pertaining to participation in an Event is entered into, then the most recent version of the conditions for Subscriptions and/or of the conditions for participating in Events shall also apply.

### Advertising Contracts

- 2.3 If the Advertising Contract does not specify a certain term, the contract shall be deemed to have been agreed for a term of 12 consecutive months. Unless otherwise specified in the Advertising Contract, the Advertising Contract shall relate to at least the agreed space and KCI shall be entitled to exceed the agreed space, all within the contract term and in accordance with the Terms and Conditions; all without prejudice to the other party's right to give written notice of termination of the agreement with due observance of the applicable notice period.
- 2.4 Cancellation of an Advertising Contract is possible but only with written notice, in which case KCI is entitled to payment of 75% of the total value of the cancelled contract. Advertising cancellation becomes effective with the second edition published following written notification of cancellation.

### Discount

- 2.5 KCI shall only grant a discount of 15% on the gross amount due in Advertising Costs if placement of the relevant Advertisement was realised as a result of intermediary services by a natural person who or a legal entity which has been granted a recognised status or a temporary recognised status as an advertising agency or intermediary, on the condition that KCI has accepted the intermediary services of the relevant recognised agent. KCI shall only grant this discount on the costs for Advertisements, even if they form part of a contract in which more services and/or products of KCI have been included. KCI shall not grant this discount if an Advertising Contract was concluded with the principal previously or if, in KCI's opinion, the relevant recognised agent has failed to comply or comply properly with one or more obligations attached to the recognition. The discount shall be settled by KCI with the recognised agent upon payment and on the amount due for the Advertisements placed. If the recognised agent fails to comply with the payment obligation, the amount due shall be recovered from the principal after 30 days.

### Refusal of Advertisements

- 2.6 Without prejudice to the provisions in the General Terms and Conditions of KCI, KCI shall at all times be entitled to refuse, cancel or suspend the performance of assignments without giving reasons and without any liability to pay damages arising on KCI's part. KCI shall also be entitled to do so for Advertising Contracts that have already been performed in part.

### Forwarding responses

- 2.7 In the event of box number Advertisements or similar responses, KCI shall observe the normal care in respect of receiving and forwarding responses that may be expected of a reasonable publisher; however, any liability, also for failure to receive and/or forward such responses correctly, in time or at all, shall be explicitly excluded, without prejudice to the provisions in the General Terms and Conditions, particularly Article 1.21 et seq. Any responses to box number Advertisements, including registered or express letters, shall be forwarded as normal letters. To prevent abuse of the box number Advertisement system, KCI reserves all rights with respect to opening and/or reading incoming responses, if applicable, undertaking to maintain confidentiality with regard to the contents thereof.

### Supply of materials

- 2.8 The other party must ensure that advertising materials are delivered in time in accordance with the instructions from KCI. If, in KCI's opinion, the advertising materials have not been received or have not been received in time, or are unusable, incomplete and/or damaged, the other party's right to have the advertisement placed shall be forfeited, without prejudice to the other party's obligation to fulfil its financial obligations.
- 2.9 If advertising materials are supplied that are incomplete, any costs incurred by KCI in composing or completing an Advertisement shall be charged on to the other party.
- 2.10 If a recognised agent supplies advertising materials that are incomplete, then an amount of at least 15% of the book value of the relevant Advertisement shall be charged, regardless of whether the advertisement is then placed or not.
- 2.11 In the event that all or part of the Advertisement is printed illegibly, inaccurately or incompletely, the other party shall exclusively be entitled to a reduction of the agreed price or replacement of the Advertisement; however, only to the extent that the Advertisement cannot be deemed fit for its purpose, at the discretion of KCI. KCI does not therefore accept any liability for any damage or negative consequences otherwise.

### Liability regarding materials

- 2.12 KCI shall observe the usual care with regard to the advertising materials received, both print and online, and for 12 months after they have been made available. KCI shall, however, accept no liability for any loss, disappearance, damage and suchlike regarding these materials. After expiration of this 12 month period, KCI is entitled to destroy the materials made available by the other party, or return them to the other party at the latter's expense and risk. If no specific message is given to return the materials, they will be forfeited to KCI.
- 2.13 The other party guarantees to KCI that the use, reproduction and/or publication of the advertising materials supplied shall not infringe upon any intellectual property rights or any other rights of third parties. The other party shall indemnify KCI against any such third party claims.
- 2.14 When supplying advertising materials in digital form, the other party is obliged to deliver a hardcopy or a PDF file. If this is not available, the other party shall be responsible for any errors, without prejudice to the fact that KCI shall therefore accept no liability for any damage or negative consequences otherwise.
- 2.15 The other party is responsible for the transportation of materials that have been ordered or are to be returned. This shall include, but not be limited to, copies of a magazine, reprints and advertising materials. KCI uses reliable partners. In the event that materials are lost, KCI shall in no way be responsible.

### 3. Subscription Conditions (Print and Online)

#### Definition

- 3.1 Subscription: an agreement in which KCI undertakes to periodically provide, at least once a year, to the other party, hereinafter to be referred to as 'the subscriber', information or commercial space in databases on an information carrier in printed form, hereinafter referred to as 'print' and/or in digital form, hereinafter referred to as 'online', whereby the subscriber pays for this information and/or space in advance, until notice of termination is given by the subscriber.

#### Applicability

- 3.2 All agreements, offers and/or quotations of KCI with respect to Subscriptions shall be governed by the present Subscription conditions in addition to the general provisions. If, as part of a Subscription Contract, an Advertising Contract is also entered into, then the most recent version of the Advertising conditions shall also apply.

#### Term

- 3.3 Unless explicitly specified otherwise, Subscriptions shall continue for a term of 12, 24 or 36 months, to be calculated as from the formation of the agreement.
- 3.4 Subscriptions shall at all times automatically be renewed for at least one year at the then-current subscription price set by KCI, unless the subscriber has given written notice of termination of the Subscription with due observance of the notice period that applies to the relevant Subscription; however, with at least a notice period of three months.
- 3.5 Notice of termination may only be given as per the end of a current subscription period, with due observance of the agreed notice period. Notice of termination may only be given in writing.

#### Prices and fees

- 3.6 Unless explicitly specified or agreed otherwise, all prices and fees stated by KCI in or on the publications or informative products shall only apply to subscribers in the specified regions.

#### Payment

- 3.7 Subscriptions must always be paid in advance.

#### Change in details

- 3.8 In the event of changes to details, including name and/or address, the subscriber shall notify KCI in writing of both the former and new details at least one month prior to the effective date and publication date via the website [www.kciworld.com/contact](http://www.kciworld.com/contact).

#### Claims

- 3.9 Printed information carriers that have not been received may be claimed up to a maximum of six months after the publication date.

#### Previous editions

- 3.10 Copies of previous editions of printed information carriers, the so-called 'back issues', may only be ordered and/or delivered while stocks last.

## 4. Direct Mail Conditions

### Definitions

- 4.1 Direct Mail: a message in print, transmitted electronically or otherwise, that is sent or communicated to individually addressed persons or officers belonging to a pre-determined target group, independently of a printed, digital and/or face-to-face medium.

Mailer: the party with whom KCI agrees to make available an Address Database for the purpose of a Direct Mail campaign.

List Broker: the party performing intermediary services, if engaged by the Mailer for this purpose, between the Mailer and KCI in the formation and performance of the agreement, whereby KCI makes an Address Database available. If required, the List Broker may also perform services or have a third party perform services such as taking care of printed matter and mail handling.

Address Database: a file belonging to KCI containing names, addresses and other data.

### Applicability

- 4.2 All agreements, offers and/or quotations of KCI with respect to Direct Mail and/or the availability of an Address Database shall be governed by the present Direct Mail conditions in addition to the general provisions.
- 4.3 In the event that a List Broker is engaged, the Mailer agrees that the availability of the Address Database shall be governed by the General Terms and Conditions of the List Broker in addition to the General Terms and Conditions of KCI.
- 4.4 The Mailer and List Broker are obliged to ensure that any persons or companies engaged by them in the performance of the Direct Mail campaign, in any capacity whatsoever, shall observe all applicable (general) terms and conditions. This shall include, but not be limited to, the mailing house that may be engaged. They shall hereinafter collectively be referred to as: the other party.

### The Address Database

- 4.5 The Mailer and List Broker hereby declare and acknowledge that the Address Database is unique and cannot in any way be compiled from data that is publicly available and/or accessible and that the Address Database is and shall always remain the sole property of KCI. All rights relating to the Address Database are exclusively vested in KCI. The Mailer and any List Broker engaged declare and acknowledge that they do not have any right to use KCI's name, trademark(s) and suchlike or any of KCI's products and/or services, in any form whatsoever.
- 4.6 The Mailer and List Broker are aware that the Address Database contains valuable and confidential information. Therefore the addresses forming part of the Address Database shall not be added by the Mailer and/or List Broker to their own databases or databases of third parties managed by the Mailer and/or List Broker, nor be sold to third parties, nor be used by third parties or for the benefit of third parties.
- 4.7 The Mailer and List Broker agree that "sleepers" have been added to the Address Database in order to recognise any unauthorised and/or unacceptable use of the data.
- 4.8 The data of addressees who have responded positively to the Direct Mail campaign may be used by the Mailer for its own purposes and at its own discretion.
- 4.9 KCI or, if applicable, the List Broker shall be informed by the Mailer in writing within one week of any complaints and/or comments from addressees concerning the provision of their names and addresses by KCI for the purpose of the agreed mailing, stating the contents of the complaints and/or comments.

The List Broker shall immediately forward the written information received from the Mailer to KCI.

- 4.10 KCI or, if applicable, the List Broker shall be informed by the Mailer in writing of any returns resulting from moves or the death of any addressees as soon as possible after receipt. If the List Broker is informed by the Mailer of any such returns, the List Broker, in turn, shall inform KCI of this as soon as possible after receipt.

### Use of the Address Database by the Mailer

- 4.11 Unless agreed otherwise in writing with KCI beforehand, the Address Database may only be used by the Mailer once, within a period of three months after delivery, for the Direct Mail campaign announced in advance.
- 4.12 Unless explicitly agreed otherwise, KCI shall not, in principle, deliver the Address Database directly to the Mailer. In the event that a List Broker and/or mailing house is engaged for the performance of the Direct Mail campaign, they, in turn, shall not have the right to supply the Address Database provided by KCI to the Mailer. The addressing of the items to be sent shall be performed exclusively by KCI or in accordance with its strict instructions. The items intended to be used in Direct Mail shall be prepared prior to dispatch in accordance with the instructions of the agency or agencies by whom the items are to be delivered.
- 4.13 Well in advance of the mailing date, the Mailer shall submit a copy of the materials to be used in the mailing or the telemarketing script to KCI and announce the mailing date. If the Mailer engages a List Broker, the copy of the materials to be used or the telemarketing script shall be submitted to KCI via the List Broker.
- 4.14 The other party is not permitted to use the database for telemarketing purposes, including follow-up on a mailing by telephone, personal visits and/or any other contact, unless KCI has explicitly agreed to this beforehand in writing.
- 4.15 The Mailer shall carefully observe all legislation and regulations that apply to the use of personal data, as well as all applicable codes of conduct. If the Mailer engages a List Broker, such a List Broker shall also carefully observe all legislation and regulations that apply to the use of personal data, as well as all applicable codes of conduct.
- 4.16 Unless agreed otherwise in writing, the Address Database may only be handled by a recognised, independent computer service agency and/or mailing house.
- 4.17 In the mailing the Mailer shall in no way whatsoever refer to the source of the Address Database or identify its owner, unless after using the Address Database the Mailer is approached by addressees from the Address Database with the request to disclose the source of the address. In that case, the Mailer shall be obliged to disclose the name of the owner of the Address Database.

### Dispatch of the Direct Mail by KCI

- 4.18 Unless agreed otherwise in writing, all materials to be processed shall be supplied, postage paid, to KCI or to an address specified by KCI. KCI has the right to refuse the assignment or the items delivered if they are not supplied postage paid or to recover from the Mailer all freight, administration and other costs arising from the non-postage paid supply.
- 4.19 The materials to be sent out must be supplied in the agreed form at a time, prior to the agreed dispatch date for the mailing, determined by KCI after consultation with the Mailer or List Broker.
- 4.20 KCI has the right to allow a third party to address the items to be dispatched.

4.21 The dispatch date shall be the date on which KCI offers the mailing to the party responsible for the delivery.

4.22 Any goods shall travel at the risk of the Mailer.

#### **Cancellation and suspension**

4.23 KCI is entitled to cancel agreements, which, in KCI's reasonable opinion, breach or may breach laws in terms of content or form, without being obliged to pay compensation.

4.24 In the event of late or incomplete supply of the materials, or supply thereof in a different form or weight than agreed, KCI reserves the right to cancel the assignment, unless a new date for the Direct Mail campaign is determined in consultation with the Mailer within a reasonable period. Insofar as the Mailer nevertheless requires performance with due observance of the agreed mail date and KCI waives its right to cancel the assignment, KCI is entitled to pass on all additional costs to the Mailer without prior consultation with the Mailer.

4.25 If, for any reason whatsoever, the agreement for dispatch of Direct Mail is cancelled before performance by KCI, the costs incurred by KCI in preparing for the relevant Direct Mail assignment and the loss of profits suffered in connection with this assignment, shall be borne by the Mailer, with a minimum of 20% of the invoice value, in addition to KCI's other rights with respect to observance of the agreement and/or compensation.

4.26 KCI is entitled to cease provision of the Address Database with immediate effect if it turns out that the Mailer or the List Broker acts in violation of the provisions of these Terms and Conditions. In that case, KCI shall be entitled to charge the costs incurred and KCI shall in no way be liable to the Mailer and/or the List Broker for any damages whatsoever.

#### **Remaining materials**

4.27 If and to the extent that, for any reason whatsoever, materials remain after the completion of the Direct Mail campaign, the Mailer shall be given the opportunity to collect such remaining materials within fourteen days, failing which KCI shall be free to destroy the materials or return them to the Mailer at the latter's expense and risk.

#### **Fees**

4.28 If the nature or size of the materials warrants such action, KCI is entitled to charge a minimum amount of three hundred and fifty Euros (€350) in connection with the fixed costs.

4.29 If, after concluding the agreement, KCI discovers any discrepancies as regards, inter alia, the quantities, formats and/or weights, KCI is entitled to charge the additional costs to the Mailer, without prior notification, without prejudice to KCI's other rights. Any increases in postage rates shall be passed on.

4.30 If more than one percent of the postal items dispatched in connection with the Direct Mail campaign is not delivered but returned, the address value of all returns received shall be reimbursed by KCI. Items altered or refused by the addressees shall not be eligible for reimbursement of returns. In order to be entitled to reimbursement of returns, the returned postal items must be in KCI's possession within thirty days of dispatch of the mailing.

#### **Liability and indemnification**

4.31 The Mailer and the List Broker acknowledge that a breach of the Terms and Conditions governing the Direct Mail agreement will cause irreparable damage to KCI, which cannot be estimated with any certainty, and declare, in the event of a shortcoming, to pay a penalty to KCI of twenty-five thousand Euros (€25,000) per breach, without prejudice to KCI's right to compensation for

damage that exceeds this amount and without prejudice to KCI's other rights.

4.32 The Mailer and/or the List Broker shall indemnify KCI, and protect and defend KCI, against any and all claims, damage, penalties, losses, costs and suchlike as a result of or in connection with use of the Address Database by the Mailer or the List Broker.

#### **Protection and processing of personal data**

4.33 In the event that data is to be processed by another party, KCI shall remain responsible for such data processing. No other party shall have independent control over the data to be processed by KCI pursuant to the agreement.

4.34 The other parties shall, as shall KCI, take appropriate technical and organisational measures to secure personal data against loss or against any form of unlawful processing. These measures shall guarantee – taking into consideration the state of the art and the costs of the implementation – an adequate level of security, given the risks entailed in the processing and the nature of the data to be protected. The other parties shall enable KCI to inspect the measures taken upon KCI's first request.

4.35 If another party processes KCI's data or has KCI's data processed in another member state of the EU, they shall do so in accordance with the legislation and regulations of that particular member state. Another party may only process KCI's data or have KCI's data processed in a country outside the European Union after prior written permission has been given by KCI.

4.36 The obligation of the Mailer and List Broker and any other party to maintain confidentiality, on the basis of Article 12 of the Dutch Data Protection Act, may only be broken (a) if the data is to be provided pursuant to statutory provisions, (b) within the context of the performance of this agreement or (c) if an officer designated by KCI has indicated to the Mailer and/or the List Broker and/or any other party that disclosure is required.

## 5. Conditions for Participation in Events

### Definitions

5.1 Event: a meeting of members of a more or less similar community, including but not limited to a trade fair, exhibition, conference, workshop, seminar and/or training day, organised by KCI either alone or in collaboration with one or more contract partners, which may or may not consist of more than one of the above components, hereinafter to be referred to as: Sub-Events, in respect of which the Principal has entered into a participation agreement with KCI.

Principal: the party with whom KCI has entered into a written agreement regarding participation in the Event, including but not limited to sponsors, standholders, conference participants and visitors.

Registration Form: the document describing and recording the participation agreement. This is the agreement in which KCI makes available Stand Space, lounges and other forms of 3D presentations or other Promotional Resources and/or Services to the Principal for a specific period of time and under specific conditions.

Order Confirmation: the document describing and recording the participation agreement.

Participation Costs: the fees owed to KCI by the Principal in accordance with the participation agreement for participation in the entire Event or in one or more Sub-Events.

Promotional Resources and/or Services: the resources, expressed in monetary terms, of the Principal to bring its product, service, brand, knowledge and/or other similar information to the attention of the public and/or to bring the product, service, brand, knowledge and/or other similar information of third parties to the attention of the public.

Stand Space: the exhibition area, expressed in square metres, the location and shape of which will be specified by KCI.

### Applicability

5.2 All agreements, offers and/or quotations of KCI with respect to participation in Events shall be governed by the present conditions for participating in Events in addition to the general provisions. If, as part of an agreement for participating in an Event, an Advertisement Contract and/or an assignment for a Training Course and/or an agreement for the organisation of an Event is also entered into, then the most recent version of the Advertising conditions and/or of the conditions for Training, Courses and Workshops and/or the conditions for principals of Events shall also apply.

### Fees and payment

5.3 The Participation Costs shall be due upon the dates set in the participation agreement. KCI shall be entitled to invoice as soon as the signed Registration Form has been returned. An advance invoice may precede the actual invoice.

5.4 In the event of a trade fair, exhibition or any other form of 3D presentation, the Principal shall, upon confirmation of participation, be informed by KCI of the price for the space to be occupied by the Principal. The price shall be calculated based on the number of square metres to be occupied, whereby part of a square metre shall be rounded up to a full square metre.

5.5 Total Participation Costs, including VAT, shall, partly depending on the date of registration and the form of participation, be invoiced as an amount or in instalments, at the discretion of KCI and as specified and recorded in the Order Confirmation. All payments

must be made in full within 14 days of the invoice date and, in all cases, before commencement of the Event.

5.6 In the event of late payment, KCI shall be entitled to withdraw or reduce the space allocated to the Principal and/or to refuse the Principal admission to the Event or to suspend or withdraw participation in the Event, without prejudice to KCI's right to full payment.

5.7 The Principal is liable for all fees owed to KCI and/or third parties in connection with his participation, regardless of whether these costs were incurred by the Participant or a third party acting on his behalf. These costs shall at least include, but not be limited to, all costs for occupying and clearing the space agreed upon by the Principal, costs for energy usage during the Event and the construction and dismantling periods, telephone costs, cost for water and energy and, if applicable, the legal and additional costs in accordance with the provisions in Article 1.16. These costs will be charged to the Principal by KCI and/or a third party. The costs must be paid in full within the period set by KCI and/or the third party.

5.8 KCI shall be entitled to first deduct payments for Participation Costs from any amounts due from the Principal that are still outstanding.

### Force majeure

5.9 KCI reserves the right, due to special circumstances beyond its control, to change the dates, times, or location of the Event and its contents or parts thereof or to cancel the Event without the Principal accruing any rights in these cases with respect to KCI for compensation of any damage in any form whatsoever or whatever the cause might be. The circumstances referred to must be construed as being those circumstances covered by force majeure in the broadest sense. Pursuant to and notwithstanding the provisions in Article 1.22, this shall include but not be limited to fire, national interest, a national disaster and suchlike as well as the inability of speakers and other third parties engaged to attend, insufficient interest, insufficiently representative supply, disputes within the relevant industry and also circumstances as, in KCI's opinion, after weighing up the interests, may jeopardise the success of the Event. If any such circumstances should occur, the Principal shall not be entitled to cancel his registration if changes are only made to the dates, times, location or contents or parts thereof of the Event.

5.10 In all cases referred to in Article 5.9, the Principal is obliged to pay in full other costs incurred by or through KCI at his request in connection with his participation.

### Registration, changes, withdrawal and cancellation

5.11 Registration for participation must be done using a Registration Form provided by KCI which is completed by the Principal, with which the Principal also guarantees the correctness of the information he provides and that the form has been signed by an authorised person, failing which this shall be at the risk and expense of the Principal. This Registration Form must be sent to KCI within a period still to be determined by KCI.

5.12 KCI shall be free at all times to decide whether or not to process a registration, to provide the Principal with less space and/or fewer admission tickets than requested in the registration, or to change and/or withdraw space and/or admission tickets that have already been allocated; in the latter case including, but not limited to, circumstances in which there is a real fear of a disturbance of the peace or danger to persons and/or goods located in the building where the Event is to take place and/or if there are mandatory regulations for doing so and/or in the case of none payment. KCI may also proceed to take these actions if the Principal has registered under false pretences.



- 5.13 KCI is also free to take the measures referred to in the previous article if the good reputation of KCI or the owner of the building in which the Event is to take place may be adversely affected by the reputation of the Principal. Such a situation will include bankruptcy (or the existence of an application for bankruptcy) and/or suspension of payments on the part of the Principal or a company affiliated to him or her or criminal proceedings against the (legal) persons mentioned or any of their managers.
- 5.14 The situations in the previous articles entail that KCI shall not be required to pay any compensation to the Principal.
- 5.15 In the unlikely event that placement is not possible on account of the Event being fully booked, registrations for participation in an Event shall be placed on a waiting list in the order in which they were received. At least one month prior to the Event, KCI shall make a decision based on the available space and/or places, the abovementioned order and the number of the registration. Should space and/or a place become available due to a cancellation, its allocation will also be decided upon in the preceding manner.
- 5.16 During registration, KCI may request that Principals provide an overview of all goods and/or services that will be exhibited at the Event.
- 5.17 Only those goods and services that comply with the provisions in these delivery conditions may be exhibited at the Event. KCI has the right to refuse, or immediately have removed from the Event, without being obliged to pay any compensation to that end, those goods and services that it does not deem admissible on the basis of the participation conditions, or which have not been specified on the registration form, or which do not comply with the set requirements, or which are in conflict with these regulations in any other way.
- 5.18 Cancellation on the part of the Principal is only possible by means of a written request sent to KCI by registered post, whereby KCI can accept the request on the condition that a cancellation fee is paid:
- amounting to 75% of the eventual amount due by the Principal to KCI in the event of participation, if the participation concerns Stand Space and the registration is cancelled more than 3 months before commencement of the Event. This cancellation fee can be converted to a switch to other services and/or products of KCI, including but not limited to Advertisements, provided this has been agreed with KCI in writing;
  - amounting to 100% of the eventual amount due by the Principal to KCI in the event of participation, if the participation concerns Stand Space and the registration is cancelled within three months of the commencement of the Event, without any conversion of the cancellation fee possible;
  - amounting, in the case of all other forms of participation, to 75% of the eventual amount due by the Principal to KCI in the event of participation, if the registration is cancelled more than three months before commencement of the Event, and amounting to 100% of the eventual amount due by the Principal to KCI in the event of participation, if registration is cancelled within three months of the commencement of the Event.
- The cancellation fee shall be subject to VAT.

#### **Admission, price and tickets**

- 5.19 KCI can set an admission price for the Event, which in that case shall be specified in the written agreement between the Principal and KCI. KCI reserves the right to grant reductions on the admission price to those groups specified in the agreement between KCI and the Principal.
- 5.20 Several types of admission tickets can be issued to the Principal, which may offer continuous admission to the Event and/or corresponding Sub-Events. The number of tickets to be issued per Principal depends on the Event and is determined by KCI.

- 5.21 All admission tickets referred to in the previous article are personal and can only be requested by and will only be issued to persons belonging to the Principal's company or organisation. Pursuant to the provisions in Article 5.19, a personal admission ticket may be transferred within the Principal's company or organisation, provided this has been agreed upon by KCI in writing.
- 5.22 KCI reserves the right to make available several admission tickets, where appropriate, upon payment of a price to be determined by KCI.

#### **Stand space, construction and dismantling**

- 5.23 The Principal is obliged to closely follow instructions from KCI regarding the construction and set-up of the space allocated to him. KCI shall provide the Principal with a manual at a time to be determined by KCI, which shall additionally consist of an overview of complementary guidelines specifically for the Event, which must be read, signed for approval and returned, electronically or otherwise, before the commencement of the Event.
- 5.24 The manual shall specify in which cases and the latest date by which KCI must receive a design of the setup of the space for approval by KCI. The design may consist of a clear drawing to scale, a model etc., possibly supplemented by construction calculations, at the discretion of KCI.
- 5.25 The Principal is obliged to follow the instructions of KCI and/or the owner of the building where the Event is to be held and the relevant local authorities, such as the fire service and police, regarding safety and public order. If applicable, the regulations for Participants at the location shall be considered to be part of the participation agreement. The regulations can be requested from KCI free of charge at any time.
- 5.26 The Principal must start setting up and dismantling the space occupied by him in time, so as not to exceed the terms set by KCI for this purpose.
- 5.27 The space agreed upon by the Principal shall be made available to him for a period of time, to be determined by KCI, before the opening time of the Event and for a period of time, to be determined by KCI, after the closing time of the Event.
- 5.28 Goods found before or after the aforementioned periods in the building or in the vicinity of the building where the Event is to be held may be stored and/or removed and/or destroyed by KCI at the risk and expense of the Principal concerned.
- 5.29 The Principal is obliged to leave the space agreed upon by him in the same condition after the end of the Event as when it was made available to him. The Principal shall be liable to pay for any damage to the space.
- 5.30 In addition to the provisions in Article 5.38, KCI shall not be responsible for insuring objects, people and other matter, during or after the Event.

#### **Use of stand space**

- 5.31 The Principal must obtain prior written consent from KCI to keep the space held by him closed or unoccupied during the time that the exhibition is open to the general public, which shall also apply to the covering up of exhibited goods or an indication next to goods stating that they have been sold.
- 5.32 Moreover, the Principal is not permitted to exhibit goods and/or services that have not been specified by name in the registration form, nor is the Principal permitted to advertise or offer such goods and/or services.
- 5.33 The Principal is not permitted to commercially exploit data concerning the Event without explicit written consent on the part

of KCI. In the event that the Principal violates this prohibition, KCI shall not accept any liability in this matter either with respect to the Principal or with respect to third parties. For each established violation, the Principal shall be charged a penalty amounting to twenty-five thousand Euros (€25,000), without prejudice to KCI's right to compensation for damage that exceeds this amount and without prejudice to KCI's other rights.

5.34 In addition to the articles relating to Construction and Dismantling, including the manual and an overview of complementary guidelines, the Principal is not permitted, without prior written consent from KCI, to perform actions which shall in any case include, but not be limited to:

- Removing goods and/or services from the space occupied by him for the duration of the Event
- Making use of any walls, ceilings and/or partitions belonging to adjacent spaces
- Bringing flammable or explosive substances, gases and goods to the Event, which shall also apply to foul-smelling substances, radioactive sources and/or lighting an open fire
- Projecting images, amplifying speech by means of loudspeakers, playing music and/or making sounds that could cause a nuisance, as well as placing television appliances or moving goods, other than those specified in the participation conditions
- Installing platforms or other raised elevations in the occupied space, installing partitions, or adding ceilings or other coverings to the space, unless KCI has granted written permission to do so
- Affixing and/or exhibiting goods and/or services and/or advertising materials outside the space allocated to the Principal
- Conducting or arranging for surveys among visitors and/or participants to the Event
- Approaching competitors in an unlawful manner
- Taking and/or reproducing photos, video images and/or drawings of exhibited goods and/or making them available to third parties for commercial purposes or otherwise
- Holding contests, advertising goods and/or services that have not been registered, holding lotteries and performing so-called 'pitch work', unless KCI has granted written permission to do so
- Exchanging parts and accessories of exhibited goods (or arranging for their exchange) in the building in which the Event is taking place or its grounds
- Selling goods and/or services in such a way that the purchased item is handed over immediately or upon payment for the purchased item
- Promoting or making available special discounts or offers before or during the Event that are only valid for the duration of the Event, unless KCI has granted written permission to do so
- Bringing in or having others bring in and/or stocking food and/or drinks from outside the building where the Event is held, unless KCI has granted written permission to do so
- Hiring out or relinquishing all or part of the space agreed upon by him to third parties, or exchanging said space with another Principal
- Developing activities, which, in KCI's opinion, cause damage to or detract from the Event as a whole, even if these activities only focus on one or more participants or groups, all insofar as these activities cannot be considered as normal practice in reciprocal competitive relations
- Offering or advertising goods composed fully or partially from starting materials
- Making changes to the space agreed on for the Principal, for instance by gluing, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth
- Placing or using advertisements, trademarks and suchlike that are in any way misleading
- Causing nuisance, danger or damage in any way to the building in which the Event is taking place and/or to other

participants or visitors to the Event, namely through foul smells, light, images, noise etc.

#### Catalogue

- 5.35 KCI is entitled to publish a catalogue or set up information systems based on this catalogue, compiled from the specifications submitted by the Principals on a form made available to the Principals separately. In the event such a form is provided to the Principal, the Principal shall be obliged to submit this completed form to KCI no later than within a term to be determined by KCI before the commencement date of the Event. If the Principal fails to deliver the specification in time, KCI shall be free to use the Principal's data of which it is aware for this purpose.
- 5.36 KCI shall determine the way in which the entries are formulated in the catalogue or information systems based on this catalogue and reserves the right to shorten the information provided by the Principal or to deviate from the specifications submitted by the Principal in any other way, without stating its reasons if necessary. KCI or any editors appointed by KCI shall not be liable in respect of the Principal and/or third parties for any errors, shortcomings and/or omissions in the catalogue or information systems based on this catalogue.
- 5.37 The Principal may only specify items and services for use in the catalogue or information systems based on this catalogue that are included in their supply range and, in KCI's opinion, belong to the exhibition range to be admitted.

#### Liability

- 5.38 In addition to Article 1.28 et seq., KCI shall not be liable for any damage, of any scope or nature whatsoever, suffered directly or indirectly by the Principal, his staff and/or third parties, nor for loss of profits or damage as a result of theft or destruction or any other cause, if this damage is caused by a party other than KCI. The Principal indemnifies KCI against any claims from third parties, due to damage, by whatever name it may be called, caused by the Principal, his staff or third parties.
- 5.39 The Principal shall be liable for and must take out adequate insurance against any damage of any nature that is caused by actions or negligence on the part of the Principal himself, his staff or third parties to goods and/or persons employed by or on behalf of KCI and/or its contract partner or partners. The Principal shall indemnify the organisation against any claims that third parties could make in this regard.
- 5.40 KCI shall accept no liability in cases which include, but are not limited to, illnesses, psychological disorders, accidents or the death, before, during and after the Event, of the Principal and/or third parties. Furthermore, KCI shall not be liable for any damage to persons or items belonging to the Principal and/or third parties, including but not limited to personal injuries resulting from slippery floors, electrical installations and so forth.
- 5.41 The Principal shall indemnify KCI against any claims made by the Dutch Tax Authorities or the Employee Insurance Agency (UWV) under the Dutch chain liability regime, or against any claims for recovery made on this basis by third parties engaged by or on behalf of the Principal. The Principal must include this provision in any agreements it enters into with third parties, which shall also apply to any agreements between third parties in this respect.
- 5.42 Any stand construction work performed by the Principal, his staff and/or by third parties engaged by the Principal must be carried out in accordance with the Dutch Working Conditions Act and the appropriate guidelines for exhibition companies ([www.arbocatalogus-ttb.nl](http://www.arbocatalogus-ttb.nl)).
- 5.43 The Principal, his staff and/or third parties engaged by the Principal must possess a valid identity document and, if applicable, an EU work permit.

5.44 KCI is in no way responsible for transactions made between Principals.

#### **Dissolution**

5.45 In the event that a Principal acts in breach of the provisions contained in these Terms and Conditions, KCI is entitled to withdraw the participant tickets and/or continuous admission tickets provided to him and permanently or temporarily refuse the Principal entry to the building where the Event or Sub-Event is taking place, with immediate effect, and to close or clear all or part of the space agreed upon by the Principal and to take possession of this space and, where appropriate, to keep possession of, and to store or arrange to have stored the exhibited goods, as well as everything else placed in the space by the Principal at the expense and risk of the Principal, or to exclude the Principal from participating in the Event, without the Principal having any rights to restitution of amounts already paid or to compensation for damage, in any form whatsoever and however it may have been caused, and without prejudice to the obligations entered into with respect to KCI. KCI shall reserve the right in cases as described in this article to exclude the Principal from participating in further Events to be organised, while all costs due to KCI and/or third parties shall be recovered from the Principal in accordance with the provisions in Article 5.7.

## 6. Conditions for Training, Courses and Workshops

### Definitions

- 6.1 Principal: any business, consultant or institution who negotiates the issuance of an Assignment with KCI or who has issued an Assignment to KCI.

Assignment: the agreement in which a Principal issues instructions to KCI for the provision of a Training Course, the preparation and supply of Training Materials, in any form whatsoever, and/or the performance of other services, such as consultancy, coaching and posting, all in the broadest sense.

Training Course: a course, study day or full-day event, workshop, seminar, conference or any other form of knowledge exchange organised by KCI.

Participant: any person enrolled by a Principal for the purpose of attending a Training Course.

Enrolment: the registration of a Participant for a Training Course.

Training Materials: course or instruction materials, documentation, dictations, syllabi or other materials, in any form whatsoever, used and/or offered by KCI for the provision of a Training Course or the performance of an Assignment or as reference work during a Training Course or Assignment.

### Applicability

- 6.2 All agreements, quotations and/or offers from KCI and enrolments with regard to Training Courses shall be governed by the present conditions for Training Courses in addition to the general provisions. If, as part of an assignment for a Training Course, an agreement for participation in an Event and/or an agreement for organisation of an Event are also concluded, then the most recent version of the conditions for participation in Events and/or the conditions for principals of Events shall also apply.
- 6.3 If the Principal arranges the Participant's Enrolment, the Principal undertakes vis-à-vis KCI to disclose these conditions for Participants to the Participant and to impose them upon the Participant. The Principal shall indemnify KCI against any claims from the Participant if KCI cannot invoke the provisions of these training conditions in respect of the Participant due to a breach by the Principal of such obligations.

### Fees

- 6.4 KCI is entitled to make interim revisions to the fees for Training Courses that continue for more than six months if, in KCI's opinion, cost increases warrant such revisions. The Participant shall be notified in writing of any fee revisions well in advance. Fee increases shall not have any retroactive effect and shall only apply to instalments due after the effective date of the price increase. Depending on deviations in the level of the Participant(s), interim adjustments to the content of the Training Course and/or interim adjustments to the specific circumstances, that could not be foreseen in advance, the actual length of the course may be longer or shorter than indicated by KCI in its offer. In that case, KCI shall be entitled, at its sole discretion, to adjust the course fee to the actual situation and/or circumstances. The Participant and/or the Principal shall be notified in writing of such adjustment well in advance.

### Payment

- 6.5 An Assignment for a Training Course must always be paid in full in advance, unless otherwise agreed in writing.

### Accuracy of information provided

- 6.6 All specifications and/or statements concerning the services and products, such as the duration of the Training Course, the name of the Trainer(s), the scope and technical design of the Training Materials or other works, shall be made to the best of KCI's knowledge, subject to reasonable deviations.

- 6.7 Any minor errors in the Training Materials or other works produced by KCI, including typographical errors not affecting the editorial contents or the illustrations, graphics etc. of the materials, shall not constitute ground for rejection of the project, refusal of the delivery, or of changes to the agreed fee.

### Delivery

- 6.8 KCI shall not be bound to any delivery terms that can no longer be met due to circumstances that have occurred after entering into the agreement. If any term threatens to be exceeded, KCI and the Principal shall consult with one another about this as soon as possible.
- 6.9 Any changes in or to an Assignment may result in adjustment of the agreed fee and/or the original schedule and delivery term. These changes shall not constitute any ground for dissolution.

### Admission and preconditions for classes

- 6.10 KCI reserves the right, at its own discretion, to decide whether or not to admit Participants to a Training Course based on its admission requirements as disclosed on a regular basis. However, admission shall not constitute any guarantees on the part of KCI.
- 6.11 KCI shall be entitled to exclude Participants, who, as a result of their behaviour or otherwise, hinder the normal progress of the Training Course, thus impairing their fellow participants, from further participation in the Training Course. Exclusion shall not affect the obligation to pay the course fee.
- 6.12 The course dates and times specified shall be strictly observed, except in cases of force majeure. KCI is not obliged to repeat classes for Participants who were prevented from attending. The course fee for missed Training Courses shall not be affected.
- 6.13 The Principal shall undertake to notify in advance any employees and/or third parties engaged by KCI who, as part of the agreement, will now or in the future be performing work on the Principal's premises or elsewhere, about any risks entailed in the activities at the abovementioned location. Furthermore, KCI or at least the employee(s) and/or third parties responsible for the performance of the Assignment, must be made sufficiently aware of the measures taken by the Principal to reduce the said risks and to prevent accidents.

### Force majeure

- 6.14 In addition to Article 1.22 of the general provisions, force majeure shall be understood to include all circumstances beyond KCI's reasonable control which prevent the provision of a Training Course, irrespective of whether such circumstances were foreseeable at the time of the agreement.
- 6.15 If the situation of force majeure affects a certain class, KCI shall attempt to set another time or day for such a class or shift the entire course programme by one time unit. If the situation of force majeure affects all of or the not yet provided part of a Training Course and there is no reasonable prospect of commencement or resumption in the short term, KCI shall be entitled to cancel the Training Course in writing and the obligations of the parties shall mutually expire without any obligation to pay damages.
- 6.16 In all cases referred to in Articles 6.14 and 6.15, the Principal shall be obliged to pay in full other costs in connection with his participation made at his request by or via KCI.

## **Liability**

- 6.17 Participation in a Training Course is at the own risk of the Participant and the Principal. In addition to the provisions of Article 1.28 et seq. of the General Terms and Conditions, KCI shall not be liable for any damage that occurs while attending classes, including loss, theft or damage to the property of the Participant or the Principal, as well as any personal injury to the Participant that occurs during a class. Nor is KCI liable for any damage that arises during or as a result of the use of the Training Materials prepared by KCI. The Participant shall be deemed to follow the safety instructions and standards. In the event of refusal to do so, the Participant and the Principal shall be fully liable. The Participant and Principal shall indemnify KCI against any third party claims in that respect.

## **Intellectual property rights**

- 6.18 In the event that the Principal provides any drawings, models or other instructions in the broadest sense for the purpose of the development and/or composition of the Training Materials or other works, the Principal shall assume full responsibility and liability for non-infringement by the Training Materials or the other works of any third-party intellectual property rights or any other rights. The Principal shall indemnify KCI against any third-party claims in that respect.
- 6.19 KCI undertakes to carefully keep all business information provided by the Principal. KCI shall not disclose any such information to third parties for inspection or use or publish it without prior consultation with the Principal. Unless otherwise agreed in writing, KCI shall be free to use any information made available by the Principal and/or Participant to KCI in the performance of the Assignment.
- 6.20 Unless explicitly agreed otherwise in writing between the parties, the copyrights and/or other intellectual property rights in the Training Materials prepared by KCI or any other work ensuing from or related to an Assignment shall be vested in KCI. KCI shall be stated in the Training Materials as the copyright holder as follows: (c) 201., KCI Publishing B.V., all rights reserved.
- 6.21 The Principal and the Participant may use all the Training Materials or any other work prepared and/or made available by KCI solely for their own purposes. It is not permitted, without the explicit written consent from KCI beforehand, to reproduce and/or disclose Training Materials or any other work, either in part or in full, by means of print, photocopy, microfilm, video disk, magnetic disk or tape, in any way whatsoever, storage in a consultation system accessible to third parties, or electronically or otherwise, or to relinquish, sell or otherwise make available such Training Materials or any other work, either in part or in full, to third parties.
- 6.22 KCI shall only make duplicates of Training Materials available against payment, and is completely free to add substance and shape to these Training Materials and distribute them freely in any manner whatsoever.

## **Cancellation**

- 6.23 If, exclusively in KCI's opinion, there are insufficient Enrolments for a Training Course, KCI shall be entitled at all times to cancel a Training Course without being liable to pay any damages or costs.
- 6.24 The Principal is entitled to terminate an agreement in the interim, not merely relating to the provision of a Training Course, by registered letter in accordance with the conditions of cancellation specified in Article 5.18. In addition, the Principal shall be obliged to pay 100% of the invoice value of the part of the Assignment performed until the time of termination.

## 7. Conditions for Principals of Events

### Definitions

7.1 Principal: the party instructing KCI to organise an Event.

Event: a meeting of members of a more or less similar community, including but not limited to a trade fair, exhibition, conference, workshop, seminar and/or training day, organised by KCI either alone or in collaboration with one or more contract partners, on the instructions of the Principal, which may or may not consist of more than one of the above components, hereinafter to be referred to as Sub-Events.

### Applicability

7.2 All agreements, offers and/or quotations of KCI with respect to the organisation of Events shall be governed by the present conditions for Principals of Events in addition to the general provisions. If, as part of an agreement for organising an Event, an assignment for a Training Course and/or an agreement for participating in an Event are also entered into, then the most recent version of the conditions for Training, Courses and Workshops and/or the conditions for participating in Events shall also apply.

### Quotations, formation of agreements and third-party invoices

7.3 The cost estimate issued by KCI shall be deemed to be a guideline price, even after formation of the agreement. In the event that the estimate is exceeded, KCI shall require the prior approval of the Principal, unless this estimate will be exceeded as a result of an increase in costs charged by third parties. In such event, KCI shall notify the Principal of this fact and the Principal shall be obliged to pay the increase.

7.4 The arrangements included in the explanatory notes to the quotation shall be deemed to be preliminary. Any changes to such arrangements may only be made by mutual consultation. The Principal undertakes to cooperate with any such changes so as not to jeopardise the timely and proper performance of the agreement.

7.5 If, in the performance of the agreement, KCI engages the services of third parties, KCI shall deal with these third parties in the name, and at the expense and risk, of the Principal. The Principal shall indemnify KCI against any third-party claims in that respect.

7.6 Any invoices from third parties engaged by KCI on behalf of the Principal shall be verified by KCI and, after approval, be paid by the Principal within the term set in that respect, unless KCI has already paid these invoices on behalf of the Principal. In such event, the relevant costs shall be due by the Principal to KCI and shall be paid to KCI by the Principal at KCI's first request.

### Cancellation

7.7 The Principal is entitled to cancel the agreement in writing no less than two months prior to the date of (commencement of) the Event, in which case the costs of hours already spent and expenses already incurred by KCI in the performance of the agreement shall be due by the Principal to KCI. In addition, the Principal shall reimburse all costs of third parties engaged by KCI for the purpose of the Event, either directly to such third parties or to KCI, if KCI has engaged such third parties in its own name. Furthermore, a fixed compensation shall be due by the Principal to KCI equal to 25% of the net total amount of the fees for KCI's services as included in the agreement.

7.8 In the event of cancellation of the agreement by the Principal less than two months before (commencement of) the Event, the Principal shall pay the total fees due to KCI and any third parties engaged as specified in the quotation.

### Liability

7.9 In addition to Article 1.28 et seq., KCI shall not be liable for any damage caused by third parties engaged by KCI in the performance of the agreement with the Principal.

7.10 The Event shall be held under the name and responsibility of the Principal. KCI shall not accept any liability for damage occurring to the Participants, speakers or other third parties resulting from the Event and/or the organisation thereof. The Principal shall indemnify KCI against any such claims.