

GENERAL CONDITIONS

Reed Business bv

1. GENERAL PROVISIONS

Applicability

- 1.1 These general conditions shall apply to all quotations, offers and agreements of Reed Business B.V., a private company with limited liability, and of its subsidiaries and other affiliated companies referring to these general conditions, hereinafter to be referred to as "RB".
- 1.2 These general conditions comprise general provisions and the following specific conditions:
 2. subscription conditions
 3. direct mail conditions
 4. advertising conditions
 5. conditions for on-site courses and trainings
 6. electronic product conditions
 7. conditions for participants and sponsors of events
 8. conditions for principals of events
- 1.3 The specific provisions take precedence over the general provisions. The provisions of various specific conditions may apply to an agreement with RB.
- 1.4 By entering into an agreement with Reed Business, the other party waives the applicability of any general conditions used by it, howsoever denominated, so that all our agreements shall exclusively be governed by the conditions as used by Reed Business.

Offers, Formation and Amendment of Agreements

- 1.5 All quotations and offers issued by RB shall be without engagement. Only after written (order) confirmation or factual performance by RB the agreement shall come into effect. Amendments to assignments shall be binding on RB only to the extent confirmed in writing or factually performed by RB.
- 1.6 In no event shall agreed delivery dates be deemed to be firm, unless expressly agreed otherwise. Therefore, in the event of an untimely performance, RB shall not be in default until given written notice of default.
- 1.7 Any quotations and/or statements by RB with respect to its products and/or services, such as circulation, format, publication frequency, printing process, size and nature of

the address database, numbers of subscriptions or circulation, weights, size of each issue etc. shall be issued to the best of RB's knowledge but shall not be binding. Therefore, RB expressly makes reservations regarding any discrepancies and/or changes of any nature and scope whatsoever. At all times Reed Business reserves the right to change, at its discretion, the format, frequency and way of offering and/or distributing, without granting the other party the right to modify or terminate the agreement.

Fees and Prices

- 1.8 RB may at any time amend the agreed fees and/or prices. If RB's contracting party is a consumer (being a natural person not acting in the course of a profession or business), such consumer shall be entitled to dissolve the agreement if the price increase is to take effect within three months of entering into the agreement.
- 1.9 Unless expressly provided otherwise, all prices are exclusive of BTW (Dutch VAT). RB shall be entitled to pass any change to the BTW rate on to the other party.

Payment

- 1.10 Unless expressly agreed otherwise, RB's invoices shall be paid within thirty days of the date of the invoice. Any right to set-off shall be excluded.
- 1.11 In the event of late payment the other party shall be immediately in default without any notice of default being required. Without prejudice to its other obligations, the other party shall pay interest on the outstanding amounts as from the due date of the invoice until the date of payment in full on an annual basis equal to the statutory commercial interest as envisaged in Section 6:119a of the Dutch Civil Code. If the other party is a consumer (i.e. a natural person not acting in the conduct of a profession or business), the statutory interest shall apply pursuant to Section 6:119 of the Dutch Civil Code.
- 1.12 In the event of non-payment or late payment all judicial procedural and execution costs, as well as the administrative expenses and extrajudicial collection costs shall be borne by the other party. The extrajudicial collection costs shall be equal to 15% of the invoiced amount, with a minimum of €40.
- 1.13 RB shall at all times be entitled both prior to and after conclusion of the agreement to require security for payment or advance payment, suspending its performance of the agreement until such security has been provided and/or such advance payment has been received by RB.
- 1.14 All products delivered shall remain the property of RB until receipt of payment in full of the amounts due by the other party to RB in respect of any delivery, including interest and costs.

Dissolution

- 1.15 Without any obligation arising on its part to pay damages, RB may dissolve all or part of its agreement with the other party with immediate effect, by registered letter and without any judicial intervention being required, in the event that:
- a) the other party files for a moratorium on payment of its debts or insolvency or is declared insolvent or offers its creditors a composition outside insolvency or in the event that any of its assets are attached;
 - b) the other party ceases its activities, ceases to pursue its objects according to its articles of association, resolves to wind up its company, otherwise loses its legal personality or transfers or merges its business;
 - c) the other party fails (properly) to perform any of its obligations ensuing from the relevant agreement, or fails to perform any such obligations in good time, and fails to cure such default within seven calendar days of written summons by RB;
 - d) RB ceases publication of the relevant product or the provision of the relevant service.

The provisions of the foregoing paragraph shall not affect RB's other legal rights in the event of non-performance by the other party, such as the right to claim performance and/or payment of full damages.

Intellectual Property Rights

- 1.16 The intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, neighbouring rights, rights to protection of performance, including database rights, in all publications issued and other informative products provided by RB are owned by RB and/or its licensors. Nothing in RB's publications or informative products may be reproduced and/or disclosed without the express prior written consent of RB and/or its licensors.

Personal Data

- 1.17 RB records data of natural persons for the purpose of performance of the (subscription) agreements and whenever such persons contact RB in connection with the provision of services. These data will be used for the performance of an agreement and to inform persons of relevant products and services of RB, its operating companies and carefully selected third parties, that may be of interest to them. If the natural person involved does not wish to receive any such information, he/she may give written notice to that effect to: Reed Business bv, Attn Address Registration, PO Box 808, 7000 AV Doetinchem, the Netherlands, or by e-mail: adresregistratie@reedbusiness.nl.

Force Majeure

- 1.18 If, in RB's reasonable opinion, non-faulty performance by RB is or will be impossible due to force majeure, meaning circumstances beyond its control, it shall be entitled to terminate all or part of the agreement or to suspend performance of the agreement temporarily, without any obligation arising on its part to pay damages.
- 1.19 Force majeure shall include, but not be limited to, threat of war, war, insurrection, molest, strike, boycott, business interruption, traffic or transport interruption, (data) network interruption, government measures, scarcity of raw materials, natural disaster, fire, nuclear reaction, machine breakdown and otherwise all circumstances under which, according to the principles of reasonableness and fairness, RB cannot be required to perform all or part of the agreement.
- 1.20 In the event that upon occurrence of the situation of force majeure RB has already performed part of its obligations or can perform only part of its obligations, it may invoice the part performed or the part it will be able to perform separately and the other party shall pay such invoice as if it related to a separate contract.

Liability and Complaints

- 1.21 The liability of RB, its employees and the persons for whom RB is responsible and/or liable, for indirect damage, including consequential damage (including damage due to delay or lost profits), shall in all events be excluded, save in the event of intent or gross negligence on the part of the senior executive staff of RB. The liability of RB, the employees of RB, and the persons for whom RB is responsible and/or liable, for direct damage that is attributable to RB, shall in all events be limited to the invoice value of the part of the agreement from which the liability ensues.
- 1.22 All (editorial) information, including recommendations, ideas, opinions and/or instructions, has been composed with due care and to the best of RB's knowledge, however, RB and the authors cannot in any way warrant the correctness and completeness of the information. Therefore, RB and the authors waive any liability for damage, of any nature whatsoever, resulting from any acts and/or decisions based on such information. The other party is emphatically recommended 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 contents of advertisements have been composed by or on behalf of advertisers and their correctness, completeness and lawfulness are not verified by RB. Therefore, RB waives any liability for the contents and design of advertisements.
- 1.23 The other party shall indemnify RB against any liability to third parties ensuing from its assignment, as well as any liability to third parties in connection with the use or the inability of the other party to use the publications issued and other informative products provided by RB.
- 1.24 Any complaints as to the (order) confirmation shall be submitted to RB in writing prior to performance of the agreement by RB, however in any event within eight days of the date of despatch of the (order) confirmation.

- 1.25 Any complaints as to RB's performance of the agreement shall be submitted to RB in writing as soon as possible, however 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, in the absence of which all rights of the other party vis-à-vis RB shall be forfeited.

Miscellaneous

- 1.26 RB may assign its rights and obligations under the agreement to a business with which it is affiliated in a group, or assign such rights and obligations to a third party in connection with transfer of RB's business or any part thereof, or as part of the transfer of a title, a product or a service of RB, without any further consent of the other party being required. By entering into an agreement with RB, the other party consents in advance to such a transfer. RB shall timely inform the other party of such a transfer,.
- 1.27 RB may amend the present conditions. Amendments shall also apply to agreements already entered into, starting from the time indicated by RB. RB shall announce any such amendments well in advance in a way to be chosen by RB, which may be, in the case of small amendments, the publication of the amended conditions on the Reed Business website, and/or reference to the amended conditions in the colophons of Reed Business publications. Only if the amendment of the conditions has drastic consequences for the rights and obligations of the parties, the other party shall be entitled to request Reed Business to continue the agreement on the basis of the unchanged current conditions rather than on the basis of the amended conditions.
- 1.28 In the event of changes to the name and/or address details, the other party shall notify RB in writing of both the former and the new details at least fourteen days prior to the date on which the change will take effect, in the case of subscriptions through the website www.rb-klantenservice.nl.
- 1.29 If and to the extent that pursuant to the law any provision of these conditions is deemed unreasonably onerous vis-à-vis a party being a consumer (i.e. a natural person not acting in the course of a profession or business), and such other party nullifies such provision, the nullified provision shall be superseded by a provision which is not unreasonably onerous but promotes RB's interests to the extent possible.

Disputes and Applicable Law

- 1.30 Any disputes with respect to the agreements entered into by RB shall be submitted to the competent court in Amsterdam, or – at the discretion of RB if it submits a dispute – to the competent court in Arnhem, the Netherlands. Furthermore, RB shall be entitled to submit any dispute with a party being a consumer (i.e. a natural person not acting in the course of a profession or business) to the court having territorial jurisdiction pursuant to the law. If such court is not the court in Amsterdam and RB submits the dispute to the court in Amsterdam, such consumer may notify RB in

writing, within six weeks of RB's invoking this provision, that it wishes the court that has jurisdiction pursuant to the law to decide the dispute.

- 1.31 All agreements entered into with RB shall be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

2. SUBSCRIPTION CONDITIONS

Definition

- 2.1 Subscription; an agreement in which RB undertakes to periodically provide to the other party, hereinafter to be referred to as: "the Subscriber", information on an information carrier, until written notice of termination by the Subscriber.

Applicability

- 2.2 All agreements, quotations and/or offers of RB with respect to subscriptions shall be governed by the present subscription conditions, in addition to the general provisions. To the extent that an electronic product is made available to the Subscriber in connection with a subscription, such product shall also be governed by the Electronic Product conditions.

Term

- 2.3 Unless expressly provided otherwise, subscriptions shall continue for a term of twelve months, to be calculated as from conclusion of the agreement.
- 2.4 By purchasing a loose-leaf publication, the Subscriber simultaneously subscribes to supplements to the relevant loose-leaf publication to be issued for a term of six months. The term of six months shall commence upon delivery of the principal work. The price of the supplements shall be based on the number of pages to be supplied and the products included in the supplements, such as CD ROMs, newsletters, etc., and shall be determined in arrears based on the actual number of pages supplied and products included in the supplements.
- 2.5 Subscriptions shall at all times automatically be renewed at the then-current subscription price determined by RB by a term equal to the then-current term, unless the Subscriber has given written notice of termination of the subscription, with due observance of the notice period applicable to the relevant subscription, however at least a notice period of one month. With regard to subscriptions to the titles 'Elsevier', 'Landleven' and 'Beleggersbelangen', and any other titles as far as these have been taken by a consumer, not acting in the course of a profession or business, these subscriptions shall be tacitly renewed by three months upon expiry of the initial term agreed, at the then-current subscription price set by RB, while notice may always be given as of the end of the then-current term, with due observance of a notice period

of one month. With regard to all other titles than the three mentioned above, the basic assumption is that the other party has taken the subscription acting in the course of a profession or business, unless the other party demonstrates that this is not the case.

- 2.6 Notice of termination may only be given as per the end of the current subscription term, with due observance of the notice period agreed. Notice of termination of subscriptions may only be given in writing. With regard to subscriptions to the titles 'Elsevier', 'Landleven' and 'Beleggersbelangen', and any other titles as far as these have been taken by a consumer, not acting in the course of a profession or business, these subscriptions may be terminated in the same way as they have been concluded, either by telephone or e-mail to klantenservice@reedbusiness.nl. The notice of termination shall be deemed to relate to the end of the period for which the other party has already paid and/or has already been invoiced, unless the other party indicates expressly that his notice is meant to terminate the agreement sooner, as far as this is possible by law. In that event, the other party shall be entitled to a pro rata reduction of the subscription fees due by him, while deducting any discounts possibly given by RB in connection with the period that has been paid for
- 2.7 In the event of a subscription of a natural person, the subscription shall end upon notice to RB of such person's death. A refund for the subscription amount with respect to the part of the subscription term that has not yet lapsed can be granted only if the amount exceeds €15.

Prices and Fees

- 2.8 Unless expressly provided or agreed otherwise, all prices and fees stated by RB in or on the publications or informative products shall apply to Subscribers in the Netherlands only.
- 2.9 The amounts due by the Subscriber pursuant to a subscription shall be paid in advance.
- 2.10 If, in the event of a change of address, the new address is located outside the Netherlands, RB shall charge postage and shall be entitled, as from the effective date of the change, to charge the subscription fee applicable to the relevant country.

3. DIRECT MAIL CONDITIONS

Definitions

- 3.1 Direct Mail: a message in writing sent to individually addressed persons or officers belonging to a pre-determined target group, independently of a printed medium.

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

List Broker: the party performing intermediary services between the Mailer and RB in the formation and performance of the agreement pursuant to which RB makes an Address Database available. If so required the List Broker may also perform or have a third party perform services, such as arranging selections and analyses, printed material and mail handling.

Address Database: a file owned by RB containing names, addresses and other data.

Applicability

- 3.2 All agreements, quotations and/or offers of RB with respect to Direct Mail and/or the provision of an Address Database shall be governed by the present Direct Mail Conditions, in addition to the general provisions.
- 3.3 In the event that a List Broker is engaged, the Mailer agrees that the provision of the Address Database is governed by the general conditions of the List Broker, in addition to the general conditions of RB.
- 3.4 The Mailer and the List Broker shall ensure that any persons or businesses engaged by them in the performance of the Direct Mail campaign, in any capacity whatsoever, in any event including but not limited to the mailing house engaged, observe all applicable general conditions.

The Address Database

- 3.5 The Mailer and the List Broker declare and acknowledge that the Address Database is unique and cannot in any way whatsoever be composed based on data that are publicly available and/or accessible and that the Address Database is and shall at all times remain the exclusive property of RB. All rights in the Address Database are exclusively owned by RB. The Mailer and the List Broker declare and acknowledge that they do not have any right to use RB's name, trademark(s) etc. or any of RB's products or services, in any form whatsoever.
- 3.6 The Mailer and the 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 the List Broker to their own databases or databases of third parties managed by the Mailer and/or the List Broker, or sold to third parties, or used by or on behalf of third parties, unless the Address Database is purchased from RB by the Mailer or the List Broker.
- 3.7 The Mailer and the List Broker agree that "sleepers" have been added to the Address Database to monitor the proper use of the data.

- 3.8 The data of addressees who have responded favourably to the Direct Mail campaign may be used by the Mailer for its own purposes and at its own discretion.
- 3.9 RB or the List Broker, as the case may be, shall be notified by the Mailer in writing within one week of any complaints and/or comments from addressees as to the provision of their names and addresses by RB for the purpose of the agreed mailing, stating the substance of the complaints and/or comments. The List Broker shall promptly forward the written information received from the Mailer to RB.
- 3.10 RB or the List Broker, as the case may be, shall be notified by the Mailer in writing of any returns as a result of moves or death of any addressees as soon as possible after receipt. If the List Broker is notified by the Mailer of any such returns, the List Broker, in its turn, shall notify RB.

Use of the Address Database by the Mailer

- 3.11 Unless agreed otherwise in writing with RB in advance, the Address Database may be used by the Mailer on a one-time only basis within a period of three months of provision for the Direct Mail campaign communicated in advance.
- 3.12 Unless expressly agreed otherwise, RB shall, in principle, not provide the Address Database directly to the Mailer. The Mailer shall ensure that it engages a List Broker or mailing house for the purpose of carrying out the Direct Mail campaign, which, in their turn, may not supply the Address Database provided by RB to the Mailer.
- 3.13 Prior to using the Address Database the Mailer shall submit a copy of the material to be used for the purpose of the mailing or the telemarketing script to RB and announce the mailing date. If the Mailer engages a List Broker, the copy of the material to be used or the telemarketing script shall be submitted to RB via the List Broker.
- 3.14 The database shall not be used by the Mailer and/or the List Broker for any telemarketing purposes, including follow-up on a mailing by telephone, personal visits and/or any other contacts, unless with the prior written approval of RB.
- 3.15 The Mailer shall carefully observe all laws and regulations applicable to the use of personal data, as well as all applicable codes of conduct. If the Mailer engages a List Broker, such List Broker shall also carefully observe all laws and regulations applicable to the use of personal data, as well as all applicable codes of conduct.
- 3.16 Unless agreed otherwise in writing, the Address Database may be handled only by a recognised, independent computer service agency and/or mailing house.
- 3.17 RB shall be entitled, without any obligation to pay damages, to cancel any

agreements that, in RB's reasonable opinion, may be in violation with the law as regards their substance or form.

- 3.18 In the mailing the Mailer shall in no way whatsoever refer to the source of the Address Database or identify its owner, unless after use of the Address Database the Mailer is approached by addressees from the Address Database, with the request to disclose the source of the address. In such event the Mailer shall disclose the name of the owner of the Address Database.

Despatch of the Direct Mail by RB

- 3.19 All materials to be processed shall be supplied to RB, postage paid. RB may refuse the assignment or the items delivered if they are not supplied postage paid, or recover from the Mailer all freight, administration and other costs ensuing from the non-postage paid supply.
- 3.20 The materials to be despatched shall be supplied in the agreed form at a time, prior to the agreed despatch date of the mailing, to be determined by RB after consultation with the Mailer or the List Broker.
- 3.21 In the event of late or incomplete supply of the materials, or supply thereof in a different form or weight than agreed, RB reserves the right to cancel the assignment, unless a new despatch date is set in consultation with the Mailer within a reasonable term. To the extent that the Mailer nonetheless requires performance with observance of the agreed despatch date and RB waives its right to cancel the assignment, RB may pass on all additional costs to the Mailer without prior consultation with the Mailer.
- 3.22 If after entering into the agreement RB discovers any discrepancies as regards, inter alia, numbers, formats and/or weights, RB may charge the Mailer the additional costs without prior notice and without prejudice to RB's other rights. Any increases in postage rates shall be passed on.
- 3.23 RB may have third parties label the documents to be despatched.
- 3.24 The despatch date shall be the date on which RB offers the mailing to the party arranging delivery.
- 3.25 Any goods shall travel at the risk of the Mailer.
- 3.26 If, for any reason whatsoever, the agreement for despatch of Direct Mail is cancelled prior to performance by RB, the costs incurred by RB in the preparation of the relevant assignment for despatch of Direct Mail, as well as the lost profits in connection with such assignment, shall be borne by the Mailer, with a minimum of 20% of the invoice value, in addition to RB's other rights with respect to performance

and/or damages.

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

Fees

- 3.28 Net payment on the basis of the net number of addresses, either with or without a certain minimum, is possible only if agreed in advance. Furthermore, in such event the de-duplication report of the computer service agency must be in RB's possession four weeks after the date of the invoice.
- 3.29 If more than one percent of the postal items despatched in connection with the Direct Mail campaign is not delivered but returned, the address value of all returns received shall be compensated by RB. Items altered or refused by the addressees shall not be eligible for compensation of returns. In order to be entitled to compensation of returns, the returned postal items must be in RB's possession within thirty days of despatch of the mailing.

Suspension

- 3.30 RB shall be entitled to cease provision of the Address Database if the Mailer or the List Broker turns out to be acting in violation of the provisions of these conditions. In such event RB may charge the costs incurred, without being liable to the Mailer and/or the List Broker for any damages whatsoever.

Liability and Indemnification

- 3.31 The Mailer and the List Broker acknowledge that breach of the conditions governing the Direct Mail agreement will cause irreparable damage to RB, which cannot be estimated with any certainty, and declare in the event of breach to pay RB a penalty in the amount of twenty-five thousand euros (EUR 25,000) per breach, without prejudice to RB's right to compensation of damage to the extent exceeding such amount and without prejudice to RB's other rights.
- 3.32 The Mailer and/or the List Broker shall indemnify and hold RB harmless and defend it against any and all claims, damage, penalties, losses, costs and the like as a result of or in connection with the use of the Address Database by the Mailer or the List Broker.

Protection and Processing of Personal Data

- 3.33 In the event that data are to be processed by the Mailer or the List Broker, RB shall remain the party responsible for such data processing. The Mailer and/or the List Broker shall not have any independent control of the data to be processed by RB pursuant to the agreement.
- 3.34 Immediately upon request RB shall inform the Mailer and/or the List Broker as to whether any processing of personal data in connection with the agreement has been reported to the Dutch Data Protection Authority (College bescherming persoonsgegevens).
- 3.35 The Mailer and/or the List Broker shall, as shall RB, take appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing. Such measures shall warrant – taking into account the state of the art and the costs of performance – an adequate security level, given the risks entailed in the processing and the nature of the data to be protected. The Mailer and/or the List Broker shall allow RB, upon its first request, to inspect the affected materials.
- 3.36 If the Mailer and/or the List Broker are to process or have a third party process RB's data in another European Union member state, they shall do so or have such third party do so in accordance with the laws and regulations of the relevant member state. The Mailer and/or the List Broker shall process or have a third party process RB's data in a country outside the European Union only with the prior written consent of RB.
- 3.37 The confidentiality obligation of the Mailer and the List Broker, pursuant to Article 12 of the Dutch Data Protection Act (Wet bescherming persoonsgegevens), may be broken only (a) if the data are to be provided pursuant to statutory provisions, (b) in the performance of this agreement or (c) if an officer designated by RB has indicated to the Mailer and/or the List Broker that disclosure is required.

4. ADVERTISING CONDITIONS

Definition

- 4.1 Advertisements: any communications, announcements and/or advertisements of any nature whatsoever, included and/or inserted in an information carrier and/or attached thereto.

Advertising Contract: any agreement in which RB undertakes to place one or more advertisements.

Applicability

- 4.2 All agreements, quotations and/or offers of RB with respect to Advertisements shall be governed by the present advertising conditions, in addition to the general

provisions, as well as by the Dutch Advertising Industry Regulations (Regelen voor het Advertentiewezen) of Stichting ROTA, as filed with the Registry of the Amsterdam District Court and the Chamber of Commerce in Amsterdam.

- 4.3 Determination of fees and conditions shall be subject to the provisions of Article 3 of the Dutch Advertising Industry Regulations.
- 4.4 Any forward Advertising Contracts shall take effect in accordance with the provisions of Article 4 paragraph 5 of the Dutch Advertising Industry Regulations.

Advertising Contracts

- 4.5 If the Advertising Contract does not state a certain term, the contract shall be deemed to have been entered into for a term of twelve consecutive months. Unless provided otherwise in the Advertising Contract, the Advertising Contract shall relate to at least the agreed space and RB may exceed the agreed space, all within the contract term and in accordance with the 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.

Payment

- 4.6 If and to the extent that Advertising Contracts are governed by the Dutch Advertising Industry Regulations, the provisions of Article 17 of the Dutch Advertising Industry Regulations with respect to payment, interest and costs shall prevail over RB's General Conditions in that respect.

Discount

- 4.7 RB shall grant a 15% discount on the gross amount due in advertising costs if the agreement to place the relevant Advertisement is formed as a result of intermediary services of a natural person who or a legal entity which has been granted a recognised status or a temporary recognised status pursuant to the Recognition Regulations (Reglement Erkenningen) of Stichting ROTA, on the condition that RB has accepted the intermediary services of the relevant recognised agent. RB shall not grant such discount if, in RB's opinion, the relevant recognised agent has failed properly to perform the obligations attached to the recognition. The discount shall be settled by RB with the recognised agent upon payment, and with the amount due in respect of the Advertisements placed.

Refusal of Advertisements

- 4.8 Without prejudice to the provisions of Article 12 of the Dutch Advertising Industry Regulations and the provisions of RB's General Conditions, RB shall at all times be entitled to refuse, cancel or suspend performance of assignments, without giving

reasons and without any liability to pay damages arising on RB's part. RB shall also be entitled to do so in respect of Advertising Contracts that have already partially been performed.

Forwarding Responses

- 4.9 In the event of box number Advertisements RB shall observe the normal care in respect of receiving and forwarding responses that may be expected of a reasonable publisher, however, any liability for failure (properly) to receive and/or forward such responses, or failure to receive and/or forward such responses in good time, is expressly excluded. Any responses to box number Advertisements, including registered or express letters, shall be forwarded as regular letters. To prevent abuse of the box number advertisement system RB reserves all rights with respect to opening and/or reading of incoming responses, if applicable, undertaking to observe confidentiality as regards the contents thereof.

Supply of Materials

- 4.10 The other party shall arrange that the advertising materials are supplied in good time and in accordance with RB's instructions. If, in RB's opinion, the advertising materials have not been received, or have not been received timely or correctly, or if the advertising materials are useless, 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 perform all its financial obligations.
- 4.11 In the event that all or part of the Advertisement stated is printed illegibly, incorrectly or incompletely, the other party shall exclusively be entitled to a reduction of the agreed price or renewed placing of the Advertisement, however, only to the extent that the Advertisement can be deemed not to be fit for its purpose, at the discretion of RB.

Liability for Materials

- 4.12 RB shall observe the usual care in respect of slides, working drawings, lay-outs and other materials provided to it by the other party for a period of twelve months after provision. After expiration of such twelve-month period RB may destroy the slides, working drawings, lay-outs and other materials provided by the other party, or return them to the advertiser at the latter's expense and risk.

5. CONDITIONS FOR ON-SITE COURSES AND TRAININGS

Definitions

- 5.1 Principal: any business, institution or private individual who negotiates the issuance of an Assignment with RB or has issued an Assignment to RB.

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

Course: an educational activity, training, retraining, refresher course, seminar, workshop or any other type of training provided by RB.

Participant: any person registering with RB or being registered by a Principal in order to attend a Course.

Enrolments: registration of a Participant for a Course.

Training Materials: course, teaching or instruction materials, documentation, dictations, syllabi or other materials, in any form whatsoever, used for the provision of a Course or the performance of an Assignment.

Applicability

- 5.2 All agreements, quotations and/or offers of RB and enrolments with respect to Courses shall be governed by the present conditions for participants, in addition to the general provisions.
- 5.3 If the Principal arranges the Participant's Enrolment, the Principal undertakes vis-à-vis RB to disclose these conditions for participants to, and impose them upon, the Participant. The Principal shall indemnify RB against any claims of the Participant if RB cannot invoke the provisions of these education conditions against the Participant due to breach by the Principal of such obligations.

Fees

- 5.4 RB may make interim revisions to the fees of Courses that continue for more than six months if, in RB's opinion, cost increases, either as a result of a communication of the Ministry of Economic Affairs or otherwise, give rise thereto. The Participant shall

be notified in writing of the fee revision well in advance. Fee increases shall not have retroactive effect and shall apply only to instalments due after the effective date of the fee increase. Dependent on unforeseeable deviations in the Participant's level, interim adjustments of the study material and/or interim adjustment of the specific circumstances, the actual duration of the Course may be shorter or longer than stated in RB's offer. In such event RB 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 timely be notified thereof in writing.

Correctness of Information Provided

- 5.5 All quotations and/or statements as to the services and products, such as the duration of the Course, the scope and technical design of the Training Materials or other works, shall be made to the best of RB's knowledge, subject to reasonable deviations.
- 5.6 Any minor errors in the Training Materials or other works prepared by RB, 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 or refusal of the delivery or of changes to the agreed fee.

Delivery

- 5.7 RB 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, RB and the Principal shall consult as soon as possible.
- 5.8 Any variations to an Assignment may result in adjustment of the agreed fee and/or the original time schedule and delivery term. No such variations shall constitute ground for dissolution.

Admission; Classes

- 5.9 RB reserves the right, at its own discretion, to decide whether or not to admit participants to a Course based on its admission requirements as disclosed from time to time. Admission shall not constitute a guarantee on the part of RB that the Participant will successfully complete the Course to which he is admitted.
- 5.10 RB shall be entitled to exclude Participants who, as a result of their behaviour or otherwise, hinder the normal progress of the course thus impairing their fellow participants, from further participation in the Course. Exclusion shall not affect the obligation to pay the course fee.
- 5.11 The class dates and times shall be strictly observed, save force majeure. RB shall not be under any obligation to repeat any classes for Participants who were prevented from attending. The obligation to pay the course fee for missed classes shall not be

affected.

- 5.12 The Principal undertakes to notify any employees engaged by RB who, in the course of the agreement, will now or in the future be performing activities on the Principal's premises, of any risks entailed in the activities of the Principal's business in advance. Furthermore, RB, or at least the employee(s) responsible for the performance of the Assignment, shall be adequately notified of the measures taken by the Principal to reduce the said risks and to prevent accidents.

Force Majeure

- 5.13 In addition to Article 1.18 of the general provisions, force majeure shall include all circumstances beyond RB's reasonable control which preclude the provision of a Course, irrespective of whether such circumstances were foreseeable at the time of the agreement.
- 5.14 If the situation of force majeure affects a certain class, RB shall try to set another time or day for such class or shift the entire class programme by one time unit. If the situation of force majeure affects all or the not yet provided part of a Course and there is no reasonable prospect of commencement or resumption in the short term, RB shall be entitled to cancel the Course in writing and the obligations of the parties shall mutually expire without any obligation to pay damages.
- 5.15 In the event of cancellation, any course fees paid by the Participant in advance shall be refunded by RB on a pro rata basis, after deduction of 20% of the total course fee to cover the costs already incurred by RB. If the amount paid in advance is less than 20% of the total course fee, no refunds shall be made.

Liability

- 5.16 In addition to the provisions of Article 1.21 ff. of the general conditions, RB shall not be liable for any damage arising during or as a result of the use of the Training Materials composed by RB and/or for any damage arising while attending classes. The Participant shall be deemed to follow the safety instructions and standards. In the event of refusal to do so, the Participant shall be fully liable. The Participant shall indemnify RB against any third-party claims in that respect.

Intellectual Property Rights

- 5.17 In the event that the Principal provides any drawings, designs or other instructions in the broadest sense for the purpose of development and/or composition of Training Materials or other works, the Principal shall assume full responsibility and liability for non-infringement by the Training Materials of any third-party intellectual property rights or any other rights. The Principal shall indemnify RB against any third-party claims in that respect.

- 5.18 RB undertakes carefully to keep all business information provided by the Principal. RB shall not disclose any such information to third parties for inspection or use, or publish it, unless after prior consultation with the Principal. Unless agreed otherwise in writing, RB shall be free to use any information provided by the Principal and/or the Participant to RB in the performance of the Assignment.
- 5.19 Unless expressly agreed otherwise in writing between the parties, the copyrights and/or other intellectual property rights in the Training Materials prepared by RB or any other work ensuing from or related to an Assignment or Course shall be owned by RB. RB shall be stated in the study materials as the copyright owner as follows: (c) 2001., Reed Business B.V., all rights reserved.
- 5.20 The Principal and the Participant may use all Training Materials or any other work created and/or provided by RB for their own purposes only. Without the express prior written consent of RB, Training Materials or any other work or any part thereof may not be reproduced and/or disclosed by means of print, photocopy, microfilm, video disc, magnetic disc or tape, in any way whatsoever, storage in a consultation system accessible to third parties or electronically or otherwise, or alienated, sold or otherwise made available to any third parties.
- 5.21 RB shall not make any duplicates of Training Materials available. RB may, at its own discretion, make exceptions to this rule if deemed reasonable by it based on specific circumstances. In such event the duplicates shall be provided against payment.

Cancellation

- 5.22 In the event of insufficient Enrolments for a Course, RB shall at all times have the right to cancel the Course without being liable for compensation of any damage or costs.
- 5.23 The Principal or the Participant may cancel participation in a Course in writing only. Any such cancellation shall be subject to the following provisions.
- In-company: Unless a Course has been agreed in combination with the preparation of the Course or the Training Materials, in which event Article 5.24 shall apply, cancellation shall be free of charge until six weeks prior to commencement of the Course. Between six weeks and three weeks prior to commencement 50% of the course fee shall be due. In the event of cancellation less than three weeks prior to commencement of the Course the full course fee shall be due.
 - Open: The Principal or the Participant may cancel free of charge until six weeks prior to commencement of the Course. Between six weeks and three weeks prior to commencement 50% of the course fee shall be due. In the event of cancellation less than three weeks prior to commencement of the Course the full course fee shall be due.
- 5.24 Any agreement not merely relating to the provision of a Course may be terminated early by the Principal by registered letter. In such event the Principal shall pay 100%

of the invoice value of the part of the Assignment performed until the time of termination. Furthermore, such amount shall be increased by 75% of the invoice value of the part of the Assignment that was to be performed in the six weeks after termination.

6. ELECTRONIC PRODUCT CONDITIONS

Definitions

- 6.1 Licence Agreement: the agreement and/or legal relationship with respect to the provision by RB of an Electronic Product;

Licensee: the natural person or legal entity with whom RB has entered into a Licence Agreement;

Licence: the right to use an Electronic Product granted by RB pursuant to a Licence Agreement, subject to the provisions of these conditions;

Electronic Product: any databases, (online) knowledge databases, information products and/or other publications, e-learning modules and electronic courses, applications (apps), internet services, websites, including computer software and including online updates, provided to the Licensee by RB either on an electronic carrier or electronically.

Applicability

- 6.2 All agreements, quotations and/or offers of RB with respect to Electronic Products shall be governed by the present Electronic Product conditions, in addition to the general provisions.

Delivery and New Versions

- 6.3 The Electronic Product shall be provided to the Licensee in the manner as described in the Licence Agreement. RB shall be entitled to adjust the method of provision after prior notice to the Licensee. In the event of a subscription the Licensee shall receive a copy of each new version of an Electronic Product. Unless indicated otherwise by RB, the Licensee may retain the previous version. The present conditions shall remain applicable to any previous versions.

Licence

- 6.4 RB shall grant the Licensee a non-exclusive, non-transferable Licence to use the Electronic Product as described in the Licence Agreement, which Licence exclusively comprises such rights as are expressly granted in the present conditions and the Licence Agreement. The Licensee shall follow RB's user and other instructions with

respect to the use of the Electronic Product.

- 6.5 The Licence shall not be construed as a transfer of copyrights or any other intellectual property rights.
- 6.6 The Electronic Product may be used only by the number of users stated in the Licence Agreement in the physical location(s) designated therein.
- 6.7 The Licence shall exclusively comprise the right to perform the following acts:
- to load, display and consult the Electronic Product on the screens of the licensed workplaces, exclusively for the Licensee's own purposes;
 - for the Licensee's own purposes to query and re-use parts of the Electronic Product that, in RB's reasonable opinion, are qualitatively and quantitatively non-substantial; and
 - to print and transfer minor parts of the Electronic Product to other files;

all exclusively (a) for the Licensee's own business purposes, (b) to the extent not resulting in commercial exploitation of the Electronic Product, (c) to the extent not causing or threatening to cause any damage to RB's legitimate interests and not jeopardising normal commercial exploitation of the Electronic Product and (d) to the extent not resulting in surrender of the Electronic Product or any part thereof to a third party.

- 6.8 Contrary to the rights set forth above, the Electronic Product or any part thereof may not be reproduced, stored in a computerised data file, copied and/or disclosed in any way whatsoever without the express prior written consent of RB. The Licensee may not incorporate or have a third party incorporate the Electronic Product or any part thereof in any news medium, reproduce it or disclose it without the prior written consent of RB.
- 6.9 Furthermore, the Licensee may not integrate the information recorded in the Electronic Product, either processed or otherwise, in any networks or other products, except to the extent that the nature of the Electronic Product implies that parts thereof are integrated in other products. The Electronic Product may not be displayed and/or disclosed on any further or other screens than those of the licensed workplaces. It is expressly not permitted to modify any data in an Electronic Product, either as regards substance or as regards trademarks, names, numbers or other features.
- 6.10 The Licensee may not copy or have a third party copy the software pertaining to the Electronic Product or in any way make it available to third parties, or decompile the software, reproduce or translate or otherwise reverse engineer the code, except where such acts are permitted pursuant to provisions of mandatory law. The Licensee shall ensure that third parties cannot reproduce the Electronic Product.
- 6.11 If RB has made an Electronic Product available to the Licensee on a data carrier, such data carrier shall remain the property of RB. The data carrier shall not be sold

nor shall title to it pass to the Licensee, and the Licensee shall not be authorised to sell, encumber or alienate the data carrier.

- 6.12 During the term of the Licence Agreement and for a period of one (1) year after expiration thereof, RB may verify or have a third party verify the number of workplaces and physical locations where the Electronic Product is used by the Licensee or require a report of a registered accountant of the Licensee in that respect. RB shall perform such verification at its own expense, however, in the event of discovery of violation the Licensee shall reimburse all costs related to the verification. The relevant verification shall be performed in such a manner that the Licensee's business activities are not unreasonably hindered. If during the verification it is discovered that one or more Electronic Products are used without the required Licences, the Licensee shall acquire Licences from RB in accordance with the scope of the unlicensed use and a penalty shall be due by the Licensee equal to the annual fee due for such unlicensed use. If the Licensee refuses to render its co-operation to the performance of the present provision, RB may terminate the Licence Agreement by registered letter with immediate effect, without any further notice of default or judicial intervention being required, in which event RB shall not be under any obligation to refund any paid Licence fees (or any part thereof). Termination of the Licence Agreement shall automatically entail termination of all Licences granted to the Licensee. The information obtained by RB in connection with this article shall exclusively be used for the purpose of enforcement of RB's rights under the Licence Agreement and to ascertain whether the Licensee has sufficient Licences and otherwise acts in accordance with the provisions of the Licence Agreement, RB's general conditions and the present Electronic Product Conditions.
- 6.13 Updates on all Electronic Products are an essential and indispensable part of the Electronic Product that the Licensee is purchasing. If the Licensee is not using these updates, RB cannot guarantee the full and complete operation of the Electronic Product, and RB accepts no liability whatsoever in this respect. The Licensee may keep abreast of updates by regularly using the online update check in the program, or by consulting a website to be designated by RB.

Helpdesk

- 6.14 If and to the extent set forth in the Licence Agreement, the Licensee shall be entitled during the term stated in the Licence Agreement to use RB's helpdesk at telephone costs. In such event RB shall be under a best-efforts obligation (*inspanningsverplichting*) to provide adequate support. With regard to all acts performed by RB's helpdesk in this respect, including but not limited to 'screen takeover' by (an employee of) the Licensee or processing of a database sent by the Licensee to the helpdesk, the liability of RB shall be fully excluded, except in the event of intent or gross negligence on the part of the senior executive staff of RB. By performing work in this respect, Reed Business shall not assume any obligations to which Reed Business is not already subject under the existing contractual arrangements.

Intellectual Property Rights

- 6.15 The intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, neighbouring rights, rights to protection of performances, including database rights, both with respect to the Electronic Product as a whole (including the associated software) and with respect to each individual piece of data forming part thereof, are owned by RB and/or its suppliers. The Licensee acknowledges such rights and shall refrain from any infringement thereof. The Licensee may only consult and use the contents of the Electronic Products for his own use. The Licensee shall not be allowed to disclose, reproduce or sell any information acquired from the Electronic Products on a non-occasional basis, in whatever form, including through integration in networks – whether or not after editing – or to display/having displayed such information on multiple screens, or otherwise to disclose such information.

Liability

- 6.16 RB shall endeavour to maximise the availability of the Electronic Product, as well as to remedy or have a third party remedy any malfunctions as soon as possible. Malfunctions with respect to an Electronic Product shall, however, not result in any damages to be paid to the Licensee by RB. RB shall not be responsible or liable for any malfunctions in third-party networks via which the Electronic Product is accessed.
- 6.17 RB exclusively warrants for a period of ninety (90) days after purchase that the Electronic Product shall perform in accordance with the specifications set forth in the documentation provided by RB. If this is demonstrably not the case, RB shall, at its option, either correct the defect in a future version or repossess the Electronic Product, in which event the Licensee shall be entitled to a pro rata refund of the Licence fee paid by it. This shall not apply to any defects (a) caused by injudicious use or use in violation of the Licence Agreement by the Licensee, (b) that are not reproducible, (c) caused by defective performance of any software, hardware, networks and telecommunications facilities in connection with the use of the Electronic Product or (d) attributable to the Licensee.
- 6.18 The processing of the data through the Electronic Products and their creation has been performed to the best of our ability and with the greatest care. However, neither RB nor its suppliers can guarantee the accuracy and completeness of the information stored on the Electronic Products, and therefore, except in the case of intent or gross negligence on the part of RB and/or its suppliers, they shall not be liable for any damage that occurs as a result of inaccuracy, incompleteness or unlawfulness of the content of the information offered through the Electronic Products. RB is not responsible for the content of any materials posted by third parties on or through the Electronic Products. The party that supplied such materials is personally responsible for its content. Information that is of essential importance to the Licensee must always be verified for accuracy by the Licensee. RB is not liable for any inaccessibility and/or availability of the Electronic Products to the Licensee due to any failure.
- 6.19 RB shall make an effort to maximize availability of the Electronic Products and to remedy or have remedied any failures as soon as possible. However, a failure relating to Electronic Products cannot give rise to any compensation by RB to the Licensee.

Term and Termination of the Licence

- 6.20 A Licence shall be granted for an indefinite period of time and may be terminated by notice either by RB or by the Licensee with effect from the first day of each month, with due observance of a notice period of at least twelve months. As an exception, a Licence for an e-learning course is granted for the term of one year, to be tacitly renewed for subsequent periods of one year, unless it is terminated by one month's notice. Notice of termination of a Licence shall be in writing. Termination of one Licence shall not automatically entail termination of any other Licences. Termination of all Licences granted to the Licensee shall automatically entail termination of the Licence Agreement. A Licence for which the Licensee has paid a non-recurrent fee, e.g. for an e-learning course, cannot be terminated by RB or the Licensee, without prejudice to the provisions of Article 6.20.
- 6.21 In the event of attributable failure on the part of the Licensee to perform its obligations under the Licence Agreement, including payment of Licence fees when they fall due, or if the Licensee uses the Electronic Product outside the scope of the Licence granted or otherwise infringes RB's intellectual property rights, RB shall be entitled to terminate the Licence Agreement in writing by registered letter with immediate effect, without any further notice of default or judicial intervention being required. Termination of the Licence Agreement shall automatically entail termination of all Licences granted to the Licensee. If the Licence Agreement is terminated on account of attributable failure on the part of the Licensee, the latter's obligation to pay the Licence fees due shall not be affected, without prejudice to RB's right to further damages and/or performance, and without any obligation arising on the part of RB to refund any paid Licence fees or any part thereof.

7. CONDITIONS FOR PARTICIPANTS AND SPONSORS OF EVENTS

Definitions

- 7.1 Participation Fee: The fee due to RB by the Participant pursuant to the participation agreement in consideration of participation in the Event.

Participant: The party that has entered into a participation agreement with RB.

Event: The event, trade fair, conference or exhibition with respect to which the participation agreement has been entered into.

Registration Form: The document describing and setting forth the participation agreement.

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Order Confirmation: The document describing and setting forth the sponsorship agreement. This is the agreement in which RB provides Stand Space, promotional resources and/or services to the Participant under specific conditions and for a limited

period of time.

Promotional Resources and Services: The resources, expressed in money, provided to the Sponsor to bring its product, service or trademark to the attention of the public, other than by using Stand Space.

Sponsor: The party that has concluded a sponsorship agreement with RB for the Event.

Sponsor Funds: The fee payable under the sponsorship agreement by the Sponsor to RB for the use of the Stand Space and other services agreed and the general organisational services described in that agreement and performed or to be performed by RB.

Stand Space: The exhibition area, expressed in square metres, provided to the Sponsor, the location and shape of which are designated by RB.

Applicability

- 7.2 All agreements, quotations and/or offers of RB with respect to participation in events shall be governed by the present conditions for events, in addition to the general conditions.

Dates and Duration

- 7.3 If – at RB's discretion – justified by special circumstances, RB may change the dates set for the Event or cancel the Event. Special circumstances shall include insufficient interest, insufficiently representative supply, disputes within the relevant industry and all such circumstances as, in RB's opinion, after a weighing of interests, may jeopardise the success of the Event.
- 7.4 In the event of a change in the dates set, the participation agreement shall remain unaffected. The Participant's and/or Sponsor's obligation to pay the other costs related to its participation and/or sponsoring incurred by or via RB at the Participant's request, shall not be affected.
- 7.5 In no event shall the Participant and/or Sponsor be entitled to any damages to be paid by RB, in any form whatsoever, based on a decision as referred to in Articles 7.3 and 7.4.

Payment

- 7.6 The Participation Fee shall be due upon the dates set in the participation agreement. RB shall be entitled to invoice as soon as the signed Registration Form has been returned. An advance invoice may precede the actual invoice.
- 7.7 With regard to Sponsor Funds, 50% of the invoice must be paid upon the Order

Confirmation, and the remaining 50% must be paid 4 weeks before the start of the relevant Event.

- 7.8 The Participant and/or Sponsor shall be liable for all costs due to RB in connection with its participation, irrespective of whether such costs have been incurred by the Participant and/or Sponsor itself or by third parties acting in the their name.

Liability

- 7.9 RB shall not be liable for any damage, howsoever denominated, suffered by the Participant and/or Sponsor or its employees or visitors, including lost business and damage due to theft, destruction or any other cause whatsoever, if such damage is attributable to third parties. The Participant and/or Sponsor shall indemnify RB against any third-party claims for damages, howsoever denominated, caused by the Participant itself or its employees or visitors.

Inability of Sponsors to Attend

- 7.10 In the event that, due to special circumstances beyond the Sponsor's control, the Sponsor is unable to use the agreed Stand Space and/or services, the Sponsor may cancel the participation agreement, until a maximum of 6 months prior to commencement of the Event. In such event the Sponsor shall owe 20% of the total agreed Sponsor Funds, as well as the other costs incurred by or via RB in connection with its sponsoring at the Sponsor's request, plus the non-recurrent registration fee (if any), shall be due by the Sponsor.
- 7.11 In the event of cancellation by the Sponsor within 4-6 months prior to commencement of the Event, 50% of the total agreed Sponsor Funds shall be due by the Sponsor, as well as the other costs incurred by or via RB in connection with its sponsoring at the Sponsor's request, plus the non-recurrent registration fee (if any).
- 7.12 In the event of cancellation by the Sponsor within 0-4 months prior to commencement of the Event, 100% of the total agreed Sponsor Funds shall be due by the Sponsor, as well as the other costs incurred by or via RB in connection with its sponsoring at the Sponsor's request, plus the non-recurrent registration fee (if any).

Inability of Participants to Attend

- 7.13 In the event that, due to special circumstances beyond the Participant's control, the Participant is unable to attend the Event, the Participant may cancel the participation agreement until a maximum of three weeks prior to commencement of the Event. In such event the Participant shall owe €75 (plus VAT) in administration costs. The Participant shall owe the full Participation Fee if he is unable to attend within three weeks. If he is unable to attend, the Participant is entitled to have a substitute use his registration.

Participants and/or Sponsors Regulations

- 7.14 If applicable, the Participants and/or Sponsors regulations of the location shall be deemed to form part of the participation agreement. A free copy of the regulations shall at all times be available from RB upon request.

8. CONDITIONS FOR PRINCIPALS OF EVENTS

Definitions

- 8.1 Principal: the party instructing RB to organise an Event.

Event: a conference, seminar, course programme or (study) trip to be organised by RB upon instruction of the Principal.

Applicability

- 8.2 All agreements, quotations and/or offers of RB with respect to the organisation of Events shall be governed by the present conference conditions, in addition to the general provisions.

Offers, Formation of Agreements and Third-party Invoices

- 8.3 The cost estimate issued by RB shall be deemed to be a reference price, even after formation of the agreement. In the event that the estimate will be exceeded, RB shall require the prior approval of the Principal, unless the estimate will be exceeded as a result of an increase of costs charged by third parties. In such event RB shall notify the Principal and the Principal shall pay the increase.

- 8.4 The arrangements set forth in the explanatory notes to the offer shall be deemed to be preliminary. Any amendments to such arrangements may be made only by mutual consultation. The Principal undertakes to render all its co-operation to any such amendment to not jeopardise the timely and proper performance of the agreement.

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

- 8.6 Any invoices of third parties engaged by RB, on behalf of the Principal, shall be verified by RB and, after approval, be paid by the Principal within the term set in that respect, unless RB has already paid such invoices on behalf of the Principal. In such event the relevant costs shall be due by the Principal to RB and shall be paid to RB by the Principal on RB's first demand.

Cancellation

- 8.7 Until ultimately two months prior to the date of (commencement of) the Event, the Principal may cancel the agreement in writing, in which event the costs of hours already spent and expenses already incurred by RB in respect of performance of the agreement shall be due by the Principal to RB. Furthermore, the Principal shall reimburse all costs of third parties engaged by RB for the purpose of the Event, either to such third parties directly or to RB if RB has engaged such third parties in its own name. Furthermore, a fixed amount in damages shall be due by the Principal to RB equal to 15% of the total net amount of the fees for RB's services as included in the agreement.
- 8.8 In the event of cancellation of the agreement by the Principal less than two months prior to (commencement of) the Event, the total fees due to RB and any third parties engaged as set forth in the offer shall be due by the Principal.

Liability

- 8.9 RB shall not be liable for any damage caused by third parties engaged by RB in the performance of the agreement with the Principal.
- 8.10 The Event shall be organised in the name, and under the responsibility, of the Principal. RB waives any liability for damage that may be suffered by any participants, speakers and other third parties as a result of the Event and/or its organisation. The Principal shall indemnify RB against any such claims.

Dutch Data Protection Act (Wet Bescherming Persoonsgegevens)

- 8.11 When despatching the mailing and/or the registering participants in the Event, RB must comply with the Dutch Data Protection Act. Therefore, RB will include in all communications the following text (or words to that effect):

Reed Business bv records data for the purpose of performance of the (subscription) agreement and whenever you contact Reed Business bv in connection with services. These data will be used for the performance of an agreement and to inform you of any products and services of Reed Business bv, its operating companies and carefully selected third parties, that may be of interest to you. If you do not wish to receive any such information, please give written notice to that effect to: Reed Business bv, Attn Address Registration Department, PO Box 808, 7000 AV Doetinchem, the Netherlands.

General Conditions

Reed Business bv

**Commercial Register
Amsterdam 33.293.475
1 December 2011**