



GENERAL TERMS AND CONDITIONS



1. Scope

- 1.1. These General Terms and Conditions apply to all proposals, offers, assignments, agreements and other arrangements of and with Service Center HotelloTOP B.V. insofar as these relate to memberships, partnerships and organising or participating in meetings, sessions, seminars or other events on behalf of Service Center HotelloTOP and its labels.
- 1.2. All cooperation proposals and offers, regardless of how these are made, are without obligation.
- 1.3. No other purchasing conditions or general terms and conditions apply, unless agreed in writing between the parties. In any event, reference made to other purchasing conditions or general terms and conditions of the Partner or Members has no effect if the applicability of these General Terms and Conditions is not also rejected, in accordance with the provisions of Section 6:225, paragraph 3 of the Dutch Civil Code [*Burgerlijk Wetboek*].
- 1.4. If the General Terms and Conditions have been duly declared applicable to the Partner Agreement or Membership Agreement once, the latest applicable version of the General Terms and Conditions is deemed to apply to all subsequent agreements between the same parties.

2. Definition

- 2.1. Participant: Natural persons who wish to participate as a paying or non-paying guest or visitor in an event that is organised by S4H.
- 2.2. Events: Any meeting, session, seminar or other event or initiative, organised by S4H or one of its labels for the Partner, Member or Participant based on what has been agreed in the Partner Agreement, Membership Agreement or the participation conditions of S4H.
- 2.3. Hired third parties: Third parties hired by S4H to carry out an assignment that will be described in the cooperation agreement between S4H and the third party.
- 2.4. Member: The natural person or legal entity who is connected to a label of S4H on the basis of a continuous obligation.
- 2.5. Membership: The continuous membership, including the activities, initiatives and benefits attached to this membership, facilitated or managed by S4H or one of its labels.
- 2.6. Membership Agreement: A cooperation agreement as agreed between S4H and the Member, setting out the conditions under which the Member participates in the membership organised by S4H or one of its labels.

- 2.7. Partner: The legal entity that wishes to cooperate with S4H in order to participate in a label of S4H on the basis of a Partner Agreement.
- 2.8. Partner Agreement: A cooperation agreement as agreed between S4H and a Partner setting out the conditions under which a Partner participates in a label of S4H.
- 2.9. S4H: Service Center HoteltoTOP BV, including all labels established by S4H as well as meetings, sessions, seminars or other events that are organised for the Partners of S4H.
- 2.10. Parties: Common referral of a Participant or Member, Partner and S4H.

3. Participation in Events

- 3.1. A Partner, Member or Participant will only receive an admission ticket to participate in one of the events or initiatives of S4H after signing the Partner Agreement or Membership Agreement, as agreed between the Partner or Member and S4H, or, in case of a Member, after the Member registers the admission ticket.
- 3.2. S4H undertakes to fulfil all additional conditions relating to printed materials, promotion and other arrangements as recorded in the Partner Agreement or Membership Agreement, to the best of its knowledge and ability. For the purpose of performing the Partner Agreement or Membership Agreement, S4H will maintain contact with the Partner or Member. S4H does not guarantee that the purpose or result that the Partner, Member or Participant strives for or envisages with the event will be achieved.
- 3.3. If the Partner, Member or Participant fails to comply with their obligations completely or in accordance with the arrangements, S4H reserves the right to refuse entry to the event and to charge the Partner, Member or Participant any resultant costs at its normal rates.
- 3.4. S4H is entitled to hire third parties for the purpose of staging Events, provided that this does not adversely affect the quality of the services provided.

4. Membership

- 4.1. After accepting the Membership Agreement, the Member will be an official member of the Label under the conditions as set out in the Membership Agreement.
- 4.2. If a tacit extension of Membership is agreed in the Membership Agreement, S4H will send an annual invoice for Membership. Cancellation of Membership, including the discontinuation of the applicable membership fee, is possible only in accordance with the conditions as described in the Membership Agreement.
- 4.3. Membership fees will never be calculated in proportion to the period of Membership but will always be calculated based on the term of the entire Membership Agreement.
- 4.4. If a Member does not make use of the benefits that the Membership offers, this will not form a basis for any refund of the membership fee as agreed in the Membership Agreement.

5. Establishment of Partnership

- 5.1. A cooperation proposal for a Partner Agreement that is sent by S4H will remain valid for 30 days after the date on which S4H sends it. A cooperation proposal is always made without obligation and will in no way constitute an obligation for S4H.
- 5.2. The cooperation is established under the agreed conditions after the Partner accepts in writing the cooperation proposal made by S4H by means of a signed Partner Agreement. If the Partner does not confirm the Partner Agreement in any way and S4H nonetheless proceeds with the performance of the Partner Agreement with the Partner's consent, the content of the Partnership Agreement will apply as though it has been agreed between the parties.
- 5.3. If a Partner does not make use of the benefits that the Partner Agreement offers, this will not form a basis for a refund of any amounts as agreed in the Partner Agreement.

6. Conditions

- 6.1. Each Partner, Member or Participant must ensure that S4H is in possession of all relevant documents, contact person details, drafts, designs, vouchers, data and all other items required for the performance of the agreed tasks.
- 6.2. Each Partner, Member or Participant must report all relevant and necessary facts and circumstances for the Partner Agreement or Membership Agreement that arise during and before the Event to S4H as soon as possible.

7. Cancellation and alteration of Events

- 7.1. Participation as a Partner, Member or Participant in activities organised by S4H is never compulsory. Absence from an activity organised by S4H is not a basis for refunding the admission fee or for any compensation of the amount described in the Partner Agreement or Membership Agreement or the costs of the admission ticket.
- 7.2. S4H reserves the right to alter the schedule, content or date of an Event it has organised, if this is necessary to guarantee the smooth running of the Event. In such a case, the Partner, Member or Participant will not be entitled to any refund of all or part of the payment referred to in the Partner Agreement or Membership Agreement or of the costs of the admission ticket.
- 7.3. If a Partner, Member or Participant wishes to fully or partially cancel their participation in an Event, written notice of this must be given to S4H. The time when S4H receives this notice of cancellation serves as the moment of cancellation.
- 7.4. If a Partner, Member or Participant fully or partially cancel their participation in an agreed and confirmed Event, the Partner, Member or Participant may be liable to compensate S4H for the costs it has incurred. This compensation is based on the costs that have been incurred for the Partner, Member or Participant in relation to catering, hotel accommodation and other expenses and is subject to the following minimum fixed amounts:
 - cancellation more than one month before the planned start of the Event: no cost
 - cancellation between one month and two weeks before the planned start of the Event: 50% of the costs already incurred;
 - cancellation between two weeks and one week before the planned start of the Event: 75% of the costs already incurred;
 - cancellation less than one week before the planned start of the Event: 100% of the costs already incurred.
- 7.5. The above provisions do not affect S4H's right to recover its actual damage from the Partner, Member or Participant, if this exceeds the aforementioned fixed amounts.
- 7.6. S4H is entitled to terminate the Partner Agreement or Membership Agreement with immediate effect and without stating reasons, in writing, if the Partner or Member:
 - a. is not deemed creditworthy by S4H; and/or
 - b. has not fulfilled, either wholly or partly, one or more of the obligations under the Partner Agreement or Membership Agreement.
- 7.7. The Parties are moreover entitled to terminate the Partner Agreement or Membership Agreement extrajudicially, without any further notice of default and with immediate effect, if:
 - a. the other Party is declared bankrupt or put into liquidation;
 - b. a petition has been filed for the bankruptcy or liquidation of the other Party;
 - c. the other Party is granted a suspension of payments;
 - d. a petition has been filed for a suspension of the other Party's payments;
 - e. the business of the other Party is liquidated;
 - f. the other Party discontinues their business;
 - g. a significant portion of the other Party's assets is attached; or
 - h. the other Party does or fails to do something that seriously harms the reputation and/or legitimate interests of the first Party to such an extent that the continuation of the Partner Agreement or Membership Agreement cannot reasonably be required.

8. Payments

- 8.1. Once both Parties have signed the Partner Agreement or Membership Agreement, S4H will send a correct invoice to the Partner or Member. The Partner or Member must pay S4H's invoices within 14 days of the invoice date, unless otherwise agreed in the Partner Agreement or Membership Agreement.
- 8.2. All prices and rate exclude turnover tax (Dutch VAT).
- 8.3. If this payment period is exceeded, the Partner or Member will be in default. With effect from the default date, the Partner or Member will owe contractual interest of 1% per month on the outstanding amount, unless the statutory commercial rate is higher, in which case statutory commercial interest will be payable. Part of a month counts as a full month for this purpose.
- 8.4. If a Partner or Member fails to make payment or to comply with any other obligation under the Partner Agreement or Membership Agreement, S4H will be entitled, without the need for judicial intervention, to fully or partially terminate that Partner Agreement or Membership Agreement, notwithstanding its right to claim compensation.

8.5. All extrajudicial collection costs – subject to a minimum of 15% of the outstanding amount – are payable in full by the Partner or Member. These include the costs of lawyers, bailiffs and collection agencies, which costs are determined in accordance with the applicable or normal rates.

9. Confidentiality and personal data

- 9.1. S4H will perform the Partner Agreement and Membership Agreement, carrying out the ensuing events, activities or initiatives and process the data of the Partner, Member or Participant compliant with legislation concerning privacy and the protection of personal data. The Partner, Member or Participant hereby gives S4H consent to process their data.
- 9.2. The Parties agree that all data obtained from the other Party by reason of the Partner Agreement or Membership Agreement is confidential and will not be passed onto third parties, other than third parties who are involved in the performance of the Partner Agreement, the Membership Agreement or the organisation of all events by S4H and its affiliated undertakings and labels. This confidentiality extends to personal data, personal information, business data, business information, procedural outcomes, training results, workshops, models and programmes.
- 9.3. Parties will respect the privacy of all Participants, Members and Partners, of S4H and her employees and hereby make sure that any personal data will be processed with due care.
- 9.4. Parties will immediately inform all those concerned, in case of an incident with regards to the protection of the received personal data, in order to comply with the law regarding data breaches: *Meldplicht Datalekken*.
- 9.5. Parties will provide each other with the opportunity to check if the other party processes data in compliance with the applicable legislation.

10. Intellectual property

- 10.1. The Partner, Member or Participant is not permitted, without S4H's written consent, to dispose of, show or otherwise allow third parties to use the drafts, images, drawings, models, trade fair designs, offers, etc. (referred to below as Items) provided by S4H. However, the Partner or Member may duplicate these Items for their own use, insofar as that is reasonably implied by the Partner Agreement or Membership Agreement.
- 10.2. Unless otherwise agreed, the copyright and other intellectual property rights to these Items remain vested in S4H. The Partner, Member or Participant is bound to return the Items to S4H immediately on request, failing which a penalty of €500 per day will be payable.

11. Liability

- 11.1. S4H is not liable for damage, of any nature, which arises as a result of inaccurate and/or incomplete information or data provided by the Partner, Member or Participant.
- 11.2. S4H is not liable for damage, of any nature, which arises as a result of the participation of the Partner, Member or Participant in an Event organised by S4H. Participating in an Event is entirely at the Partner's, Member's or Participant's own risk and S4H can never be held liable for any personal injury or damage, theft or loss of property before, during or after an Event S4H has organised.
- 11.3. S4H is not liable for damage, of any nature, which arises as a result of membership of one of S4H's labels.
- 11.4. The Partner or Member must indemnify S4H against claims of third parties who suffer damage in relation to the performance of the Partner Agreement or Membership Agreement, resulting from the acts or omissions of the Partner or Member or from unsafe situations in their organisation.
- 11.5. S4H excludes any form of liability for damage that arises from or relates to any unlawful act or omission, or a failure to perform an obligation, by a third party that it has hired for the performance of the Partner Agreement, Membership Agreement or during the organisation of an Event, insofar as this is not precluded by mandatory rules of law.
- 11.6. S4H is solely liable for direct damage that can be attributed to it or one of its employees. S4H is never liable for any indirect damage, including consequential damage, lost profits, lost savings and business interruption losses.
- 11.7. S4H is solely liable towards the Partner, Member or Participant for damage that is the direct consequence of an attributable failure or series of attributable failures in the performance of the Partner Agreement, the Membership Agreement or failures during the organisation of an Event by S4H. This liability is limited to the amount that S4H's liability insurer pays for the specific case, plus any excess that S4H must pay under the insurance.
- 11.8. If the liability insurer does not pay, for any reason, S4H's liability will be limited to the amount that has been determined for the performance of the Partner Agreement or the Membership Agreement or the costs relating to participation in an Event. If the term of a Partner Agreement or Membership Agreement exceeds

one year, the aforementioned amount will be fixed at the total amount of the fees charged to the Partner or Member in the twelve months prior to the occurrence of the damage.

11.9. The limitations of liability in this article will not apply if and insofar as there has been any intent or wilful recklessness by S4H or its executive management.

12. Force majeure

12.1. The Parties are not obliged to perform one or more obligations under the Partner Agreement or the Membership Agreement if they are prevented from doing so by force majeure. Force majeure includes natural disasters; wars; a non-attributable breach by third parties hired by S4H or by its suppliers; the temporary unavailability or inadequate availability of facilities, hardware, software and/or internet or other telecommunication connections for the Partner, Member or Participant, the cause of which lies beyond S4H's control; as well as any other situation in respect of which S4H cannot exercise any decisive control. In a force majeure situation, the Parties are not obliged to compensate any damage suffered by the other Party because of that situation.

13. Applicable law

13.1. The Partner Agreement, Membership Agreement, these General Terms and Conditions and/or any legal act that is performed by or on behalf of S4H are governed exclusively by Dutch law.

13.2. Disputes between the Parties, including those which only one of the Parties regards as a dispute, will be resolved as far as possible by agreement.

13.3. All disputes in which S4H is directly or indirectly involved as a Party will be exclusively submitted to the competent court in the judicial district of Limburg, the Netherlands.