

## EXHIBITOR AGREEMENT CHOCOCOA 2020

Chococoa is organized by Equipoise B.V., located at Damrak 349 in Amsterdam, registered in the Trade Register of the Chamber of Commerce with registration number 62014153, represented by J.H.M. Steijn, director, hereinafter referred to as 'the Organizer'

1. a. The Organizer is organizing the Chococoa Trade Fair on 20 and 21 February and the Chococoa Festival on 22 and 23 of February 2020.  
  
b. The Organizer makes floor space and/or one or more stands available to the Exhibitor during the Chococoa Trade Fair and/or the Chococoa Festival in the Beurs van Berlage in Amsterdam.  
  
c. The objective of Chococoa is to promote the production and trade of sustainable and good quality cocoa and the consumption of sustainable and good quality chocolate. The event contains a series of services and activities, including interaction between Chocolate Makers' Forum and Conference participants and exhibitors and matchmaking at the Trade Fair, tastings and presentations at the Festival, and more. Having a stand at Chococoa is more than just renting space and equipment; it is being part of an integral event for the promotion of sustainable and good quality cocoa and chocolate.
2. The Exhibitor accepts floor space and/or stand(s) made available by Organizer. The Exhibitor shall develop floor space use in consultation with Organizer and seeking timely approval of Organizer.
3. The Exhibitor rents stand(s) and/or floor space in the state in which it is/they are offered by the Organizer for the Chococoa Trade Fair from February 20<sup>th</sup> up to and including February 21<sup>st</sup> 2020, opening hours between 9.30 and 18.00h, and / or the Chococoa Festival from February 22<sup>nd</sup> up to and including February 23<sup>rd</sup>, opening hours between 10.00 and 18.00h.
4. a. The Exhibitor shall pay a fee for the use of the stand(s) and/or floor space during the Chococoa Event as indicated as shown in the online registration form. Prices exclude VAT. The Organizer will send the Exhibitor an invoice within two weeks after the confirmation of the registration. Prices vary according to registration date. The Exhibitor will pay the invoice before the final payment date as mentioned on the invoice to benefit from that price or will be invoiced the difference with the new rate that is applicable.

CENTRE FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS

Chococoa is organized by Equipoise B.V. **CERTIFIED TRUE COPY**  
Equipoise B.V. | Beurs van Berlage | Damrak 349, 1012 ZJ Amsterdam | www.chococoa.nl | info@chococoa.nl  
NL12ARNAD367405417 | BIC ABNANL2A | Reg. 62014153 | VAT NL654595661B01

  
ATTY. ANNA GRACE I. MARPURI  
Legal Officer



- b. Stand options 1 and 2 consist of floor space 2x3m, a back wall, table(s), company name plate, coffee for two people and optional additional elements. If only floor space or floor space with back wall has been reserved, the Organizer will provide the open floor space to the Exhibitor.
- c. The Exhibitor can order additional features for setting up the stand/the area from the catalogue of Organizer. Organizer will send an invoice for this, which the Exhibitor will pay before the final payment date. For every change an administration fee of €45,- will be charged.
- d. In the event that the Exhibitor fails to complete payment before February 10<sup>th</sup> 2020, the Organizer reserves the right to dissolve the agreement with immediate effect, with no notice of default being required, but not without allowing the Exhibitor the possibility of paying within a reasonable period, as determined by the Organizer, without owing the Exhibitor any compensation for this. Under such circumstances, the Exhibitor will still owe the full payment of the amount(s) due as stipulated in paragraphs a, b and d of this article.
5. In the event there is insufficient space to accommodate all registrations for stands, the Organizer reserves the right to make a selection as it sees fit, whereby not only the order in which the registrations were received will be important, but also the impact of the selection on the diversity of exhibitors at the event. Applicants that are not accepted can, if desired, be placed on a waiting list. In the event that payment for a stand is not received in a timely manner, the Organizer may decide to select applicants from the waiting list to take the place of the Exhibitor who has failed to pay on time.
6. After final registration, the Exhibitor cannot withdraw without incurring costs. For withdrawals before 1 December 2020, 75% of the fee(s) of registration and rentals will be refunded. For withdrawals before 1 January 2020, 25% of the fee(s) of registration and rentals will be refunded. For withdrawals after this date, no refund of fee(s) will take place. In highly exceptional cases, the Organizer can choose to deviate from this clause.
7. Until December 1, 2019, should Organizer decide that (some of the events of) Chocoa 2020 is/are cancelled, Exhibitor will be refunded all payments to Organizer that have already been made. Organizer is not liable for other costs Exhibitor may have incurred.
8. Exhibitors may purchase tickets at reduced rates for other events of Chocoa 2020: the European Markets Academy on 19 February, the Chocoa Dinner on 20 February, the Trade Fair, Chocolatier Masterclass, Chocolate Makers' Forum and Chocoa Conferences on 20-21 February, and the Festival on 22-23 February, provided the booth remains sufficiently manned.<sup>1</sup>

Chocoa is organized by **EUROPEAN INTERNATIONAL TRADE POSITIONS AND MISSIONS**  
Ekipponse B.V. | Resale van Binnengr. | Darnrak 319 1062 ZH | NL1228BNA036/405417 | BIC ARNABZ33 | Reg. 67014153 | VAT NL854595661R01

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Exhibitors have free access to the Trade Fair and the Festival. Exhibitors at the Trade Fair and Festival receive 10 complimentary tickets to the event they take part in.

9. The Exhibitor will bear all costs incurred, including travel and accommodation, costs of transportation, customs clearance and any insurance of the displayed materials, unless other specific arrangements have been made with the Organizer and these have been confirmed in writing by the Organizer.
10. a. Before the event, Organizer will put information online about Trade Fair exhibitors and prepare a Trade Fair catalogue. Exhibitors at the Trade Fair will provide the necessary information before 10 February 2020 at the close of business through the registration form. In case Exhibitor misses this deadline, Organizer will omit the information from above mentioned publications. By agreeing to these conditions, the exhibitor agrees to publication of company name/brand and logo and agrees to provide the information in the right format in due time. Catalogue and match making form part of the package of services that Chococ is providing to Trade Fair exhibitor. The matchmaking service is also applicable to the Festival exhibitors.  
  
b. Before the event, Organizer will put information online about exhibitors and prepare a Festival Floor Plan. Exhibitors at the Festival will provide the necessary information before 10 February at the close of business. In case Exhibitor misses this deadline, Organizer will omit the information from above mentioned publications. By agreeing to these conditions, the exhibitor agrees to publication of company name/brand and/or logo and will provide the information in the right format in due time. The Festival Floor Plan is part of the package of services that Chococ is providing to Festival exhibitor.
11. a. Exhibitors shall build up their stand(s) for the Trade Fair on Wednesday 19<sup>th</sup> February from 16.00 or at the latest before 9.00 on Thursday, 20<sup>th</sup> February. The stand needs to be ready before the doors of the event open. Removing the stand(s) and the exhibited material (including waste) must be finished by 19.00 on the evening of Friday 21 February 2020. Stands that were rented from the Organizer shall be cleared by the same time and handed to Organizer. Deviating from the buildup times will only be allowed with the permission of the Organizer and must be confirmed in writing by the Organizer.  
  
b. Exhibitors shall build up their stand(s) for the Festival on Friday February 21<sup>st</sup> from 19.00 or at the latest before 9.00h on Saturday, February 22<sup>nd</sup>. Removing the stand(s) and the exhibited material (including waste) must be finished by 22.00h on the evening of Sunday 23 February 2020. Stands that were rented from the Organizer shall be cleared by the same time and handed to Organizer. Deviating from these times will only be allowed with the permission of the Organizer and must be confirmed in writing by the Organizer.

CENTER FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS

Chococ is organized by Equipome

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- c. Any costs incurred because the Exhibitor wants to build up or take down the stand(s) outside the agreed times, or if they are delivered or cleared after these times, shall be charged to the Exhibitor.
12. At the end of the Trade Fair and or Festival, the Exhibitor will leave the stand(s) and/or floor space clean, empty and without damage and will dispose of any waste materials himself. Any remaining waste materials will be disposed at the cost of the Exhibitor.
13. a. The Organizer is not responsible for the commercial success of the Exhibitor through participation in Chocoo and can therefore not be held responsible as such.
- b. The Exhibitor ensures that the displayed material does not form an inconvenience for other participants, employees or the public.
- c. Exhibitor at the Festival will bring enough samples of his products to offer visitors the opportunity for free tasting.
- d. The Exhibitor declares that the products brought to the fair and distributed there (whether for free or not) comply with all relevant legal requirements, including customs regulations, food security, quality and others and indemnifies the Organizer against the consequences of potential failure to comply with the relevant requirements.
14. The Organizer will promote Chocoo locally and abroad and can, if so desired, refer to the participating exhibitors. The Exhibitor agrees to the use of its brand name and logo for promotional purposes on the website, social media, press and in promotional documents. The Exhibitor will, if requested and in as far as this is possible and within its capabilities, contribute to the promotion of Chocoo.
15. By agreeing to these Conditions, the Exhibitor acknowledges to accept the general conditions of the Beurs van Berlage (particularly article 11).<sup>2</sup> The Exhibitor accepts their applicability in relation to the Organizer and the Beurs van Berlage and will ensure that all persons involved with the stand follow these accordingly.
16. Exhibitor indemnifies the Organizer against any liability to the building owner, the stand provider, visitors, other exhibitors and other third parties due to any activities or negligence of the Exhibitor.


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<sup>2</sup> See the general conditions of the Beurs van Berlage here: <http://www.chocoo.nl/app/uploads/2017/07/02-General-Terms-and-conditions-Beurs-van-Berlage.pdf>

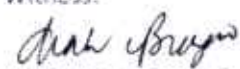


17. The Exhibitor accepts that the Organizer cannot be held liable for damage to property or displayed material of the Exhibitor caused by persons engaged by the Exhibitor or admitted for the benefit of the Exhibitor.
18. Complaints and defects must be reported immediately to the Organizer. These do not give any grounds for suspension of payments or other obligations of the Exhibitor. The liability of the Organizer can, in this respect, never extend beyond the amount of the fee paid for the stand(s) or fair floor space.
19. The conditions are set under Dutch Law. The Court in the district of Amsterdam is authorized to settle any disputes.
20. By proceeding with the registration, the Exhibitor accepts the terms and conditions (exhibitor agreement) of Chocoo 2020.

  
Jack Steijn  
Director

  
PAULINA SUACO-JUAN  
Executive Director

  
Witness:

  
MALERNA C. BUYAO  
Chief, Controllershship Division