



Join us!



EUROPEAN CONGRESS

LISBON, PORTUGAL  
22-24 MAY 2023

ITS: The Game Changer.

Please return completed and signed booking form and Terms of Contract to Exhibit to:  
[salescongress@mail.ertico.com](mailto:salescongress@mail.ertico.com)

[2023.itseuropeancongress.com](http://2023.itseuropeancongress.com)

## START-UP Booking Form

### 1. Company details

Contact name		Telephone
Position		Mobile
Company		Email
Address		Website
City	Post code	VAT number
Country		PO number

### 2. Invoice details (Applicable if different from the company details):

Company name		Mobile
Address		Email
City	Post code	PO number
Country		

### 3. Rates

Early bird until 15 Dec 2022

Normal Rate as from 16 Dec 2022

**Start-up Package: €1.350 + VAT**

**Start-up Package: €1.500 + VAT**

To benefit from the Start-up rate, you confirm that:

- You are legally registered within EU or associated countries with a valid VAT number

VAT number

- You have less than 10 employees working at the company

Nb of employees

- You have a turnover of below 1 million EUR/year

To prove that my company complies with the above-mentioned statements to get the start-up conditions, I provide together with my booking form an annual financial statement or an official report



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CONGRESS

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#### 4. Comments

#### 5. Method of payment

Bank transfer      This fee will be applied to the total amount payable. Upon receipt of your application, the Organiser will send you an invoice for 50% on contract signature and one for the remaining value of your reservation according to Terms of Contract To Exhibit and issued by MCI Brussels, Avenue des Arts 47, 1000 Brussels, Belgium VAT: BE 0480076556. For any booking made after the 15th February 2023, only one invoice will be issued and 100% will be due upon receipt of this unique invoice.

#### 6. Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.  
I warrant that I am authorised to sign this legally binding contract on behalf of the company named above.

Total amount payable

Date

Signature

Company stamp

# Terms Of Contract To Exhibit

Whereas ERTICO will organize the annual Congress on Intelligent Transport Systems to be held in Lisbon, Portugal (hereinafter "ITS European Congress")

Application of the Terms of Contract to Exhibit (TCE) in case of cancellation or postponement of the Event in case of worsening of the health situation due to the current pandemic:

- In case of cancellation or postponement of the Event for force majeure: no refund (see Article 15.2 of the TCE). A cancellation or postponement of the Event because SARS-CoV-2 (or similar disease) makes the Event, as and when planned normally, practically and reasonably impossible would be considered a force majeure falling under Article 15.2 of the TCE.
- In case the Event is not cancelled, but an Exhibitor cannot participate because of force majeure in its country: no refund after 15 01 2023 (Article 4.1 of the TCE).
- In case of postponement of the Event for a valid cause: no refund (Article 12.1 of the TCE). A decision by the Host City to postpone the Event to 2025 or 2026 would be considered a valid cause and lead to no refund.
- In case of abandonment of the Event for other reasons than force majeure or in case of a radically different event: full refund.

However, notwithstanding the above, and in a spirit of partnership, the Organiser and the Exhibitor accept that 70% (but only 70%) of the space booking fee shall be refunded in case the Event cannot take place as scheduled and has to be cancelled (rather than postponed in the same location) because of SARS-CoV-2 governmental restrictions in place in Lisbon, Portugal or because of the local authorities' decision not to Host the event, provided that (and only provided that) the full amount of the space booking fee was timely paid. The purpose of the non-refunded amount is only to cover costs incurred by the Organiser for the preparation and running of the Event including commitments in place.

## 1. DEFINITIONS

- 1.1** In this Contract, the term 'Exhibitor' means any person, firm or company who has made an application to exhibit at the Exhibition or to sponsor the Event.
- 1.2** The term "Exhibition" or "Event" means the Lisbon ITS European Congress scheduled to take place from 22 to 24 May 2023 (in Lisbon).
- 1.3** The term 'Organiser' means Ertico or its lawful assigns (including MCI Brussels).
- 1.4** The Organiser and the Exhibitor are hereinafter together also referred to as the "parties" and individually as a "party".
- 1.5** The term TCE means Terms of Contract to Exhibit.

## 2. ALLOCATION OF SPACE or SLOT

- 2.1** Any application to exhibit at the Exhibition must be accompanied by the prior acceptance of the present terms of contract ("Contract" or "Contract to Exhibit"), by agreeing through the relevant tick box option. Approval must be provided by a duly authorized representative of the Exhibitor.
- 2.2** When the space or a spot to a sponsor has been offered (which is deemed acceptance by the Organiser), the Exhibitor is required to give within 5 calendar days a formal acceptance of the area allotted.
- 2.3** The terms and conditions contained in the Contract between the Organiser and the Exhibitor shall apply as from the moment an application to exhibit is made, whether or not this application was signed by a duly authorized representative of the Exhibitor.

## 3. EXHIBITS

- 3.1** Except with the prior express written permission of the Organiser, the Exhibitor may not display any exhibits in addition to or in place of those described in the Contract to Exhibit.

## 4. CANCELLATION

- 4.1** In the event that the Exhibitor wishes to cancel its space booking

after acceptance by the Organiser, or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed in the Contract to Exhibit or pro-forma invoice, then the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation charges and to reallocate such space:

For cancellation notified to the Organiser:

1. Between application and 15th January 2023, cancellation charge of 50% of total cost plus VAT
2. After 15th January 2023 cancellation charge of 100% of total cost plus VAT.

If applicable VAT will be added to the cancellation charge.

- 4.2** Should the Exhibitor wish to cancel, then written notice must be forwarded to and received by the Organiser by Recorded Delivery post. For the avoidance of doubt, the cancellation charge shall remain due.
- 4.3** Notwithstanding that the Organiser may resell or reallocate the cancelled stand (or the space by which it is reduced pursuant to paragraph 5) and receive payment of the cancellation charges, the Organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

## 5. REDUCTION OF SPACE or SERVICES

- 5.1** Where an Exhibitor wishes to reduce the size of the space booking after acceptance by the Organiser then written notice of such wish must be forwarded to and received by the Organiser. The Organiser reserves the right to apply the scale of cancellation charges detailed in clause 4 to the original total cost in proportion to the amount by which the original stand area is reduced. The Organiser may resell or reallocate the space in question. There shall be no obligation on the Organiser to accept notification of reduction and, in any case, the scale of cancellation charges shall remain due.

## 6. RELOCATION

- 6.1** Should it be necessary to revise the layout of the Exhibition for any purpose, or the programme schedule, the Organiser reserves the right to transfer any exhibitor to an alternative stand location within the Exhibition or transfer a sponsored programme to another slot

## 7. BANKRUPTCY

- 7.1** In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect or any of its assets then the Organiser reserves the right to terminate the Contract with the Exhibitor and in such circumstances the full amount due under the Contract shall immediately become payable by the Exhibitor.

## 8. PROHIBITION OF TRANSFER

- 8.1** The Exhibitor may not assign, sub-let, share, or grant licenses in respect of the whole or any part of the stand space allotted to it without the prior express written permission of the Organiser.

## 9. VAT

- 9.1** MCI Benelux on behalf of ERTICO will raise the invoice for the company's participation at the ITS European Congress and apply the applicable VAT based on the country of origin of the exhibitor and applicable VAT regulation

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

**ERTICO - ITS Europe**, 326 Avenue Louise, 1050 Brussels, Belgium

**T:** +32 (0) 2400 0700 **E:** [salescongress@mail.ertico.com](mailto:salescongress@mail.ertico.com) **W:** [2023.itseuropecongress.com](http://2023.itseuropecongress.com)

Invoicing will be done by: **MCI Benelux SA** - Avenue des Arts 47, 1000 Brussels, Belgium **T:** +32 (0)2 320 25 03

**VAT:** BE0480076556 **Account number:** 363-2023038-46 **IBAN:** BE33 3632 0230 3846 - **SWIFT:** BBRUBEB

## 10. PAYMENT

- 10.1** All payments under the Contract shall be made in the currency stated in the Contract To Exhibit (EURO) and any bank charges or credit card payments will be the responsibility of the Exhibitor. Exchange differences or bank charges arising from payment in an alternative currency will be the responsibility of the Exhibitor. The balance or the total cost is due and payable on the dates stated on the invoice unless alternative payment terms are arranged. Notwithstanding anything to the contrary, full payment must have reached the Organiser by 15th February 2023 at the latest.
- 10.2** Where payment is not made in accordance with the Contract to Exhibit the deposit may be forfeited and the space re-allocated. In such circumstances the Exhibitor will be responsible for all losses incurred by the Organiser. In the event of non-payment to the Organiser by the Exhibitor by the due date, any amount unpaid by the due date shall be increased automatically and without notice by a late payment penalty fixed at a flat rate of 10% of the unpaid amount, plus 12% interest per annum shall apply. Any additional costs and expenses incurred by the Organiser to recover the amounts due shall be added to the amount of the debt and be payable by the Exhibitor.
- 10.3** Without payment of the 1st deposit invoice, the free badges or discounted rates included into the company package won't be activated. Access to the floor for the ITS European Congress will be only given to company without any opened invoice.

## 11. PROMOTION AND REPRESENTATION

- 11.1** Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner and methods of such organisation and promotion and any statements made relating to the audience and methods and timing of promotion shall constitute only a general indication of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

## 12. POSTPONEMENT OR ABANDONMENT

- 12.1** The Organiser has the right to postpone the Event to a different date in case this is justified by a valid cause, in which case all rights and obligations under the Contract are maintained but postponed accordingly.
- 12.2** The Organiser has the right to abandon the Event in case this is justified by a valid cause.
- 12.3** In the event of any abandonment, postponement or limitation of the Exhibition, any limitation of the use or the premises or any failure of the services provided therein, the Exhibitor or its agents or contractors shall have no claim against the Organiser in respect of any resulting loss or damage and the Exhibitor's liabilities shall not be affected.
- 12.4** The Organiser accepts no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond its reasonable control, including without prejudice the generality of the foregoing:
- Strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, storm, tempest lightening, explosion, inevitable accident, epidemics, pandemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, national emergency, quarantine measures, government decisions or administrative injunctions or any other cause whatsoever beyond the reasonable control of the Organiser.
  - Failure by the Exhibitor, its agents or contractors to give instructions or supply the necessary drawings in due time.

## 13. EXHIBITORS LIABILITIES

- 13.1** The Exhibitor hereby accepts liability for all acts or omissions by itself, its servants contractors, agents, and visitors and undertakes to indemnify the Organiser and keep the Organiser indemnified against all liability in respect thereof and against all actions, claims, demands, costs and expenses whatsoever which may be made

against the Organiser including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance and employers' liability for a minimum of EUR 10 million.

## 14. INSURANCE LIABILITY

- 14.1** Neither the Organiser nor the venue owners shall be responsible (i) for the safety or security of any exhibit or property of the Exhibitor, or any other person, (ii) for the loss or damage of, or destruction, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, storm, tempest lightening, explosion, inevitable accident, epidemics, pandemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, national emergency, quarantine measures, government decisions or administrative injunctions, force majeure, or any other cause not within the reasonable control of the Organiser, (iii) for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding or the Exhibition. The Exhibitor agrees and undertakes to ensure in their full replacement value the contents of its stand and all associated ancillary equipment and materials.

## 15. FORCE MAJEURE

- 15.1** Should the ITS European Congress not be conducted or only partially conducted or be annulled for any reason beyond the Organiser's reasonable control, including unforeseen circumstances such as civil riots, governmental restrictions on foreign travel, union actions, natural disaster, pandemic, strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, epidemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, government decisions or administrative injunctions, including without limitation possible restrictions, recommendations, guidelines or other measures imposed or recommended to be taken by (health) authorities, the Organiser shall be excused from performance and shall not be in default in respect of any obligation in relation to the Congress. It is moreover expressly agreed that the unforeseen ability condition does not have to be fulfilled for any health-related event (such as for instance coronavirus related pandemic, another pandemic or epidemic and/or quarantine measures) to qualify as an event of force majeure.
- 15.2** Any measures taken as a result of an event of force majeure will also not lead to a refund and no liability whatsoever will be incurred by the Organiser.

## 16. SEVERABILITY

- 16.1** If any provision contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, it is the intention of the parties that such provision shall not be construed to be null, void and of no effect, but shall be construed and interpreted or reformed to provide for a valid, legal and enforceable provision the economic effect of which comes as close as possible to the parties' original intent (in terms of economic objectives, allocation of responsibility, limitation of warranties or damages). The parties acknowledge in particular that under no circumstances shall the Organiser be obliged to refund any spent or committed portion of the Exhibition invoice(s).

## 17. DATA PRIVACY & GDPR

- 17.1** The Organiser may process personal data of the Exhibitor for the purpose of fulfilling this Contract. The Organiser may further process the data for marketing purposes.
- 17.2** The Organiser may process the data as long as necessary for the processing purposes, namely during the business relationship and for a duration of 11 years thereafter for bookkeeping purposes and

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

**ERTICO - ITS Europe**, 326 Avenue Louise, 1050 Brussels, Belgium

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**VAT:** BE0480076556 **Account number:** 363-2023038-46 **IBAN:** BE33 3632 0230 3846 - **SWIFT:** BBRUBEB

where its overriding interests allow it, in particular to be able to prove proper performance of the Organiser's obligations. The Exhibitor may withdraw its consent to the processing for marketing purposes at any time.

- 17.3** The personal data processed include the following data: name of Exhibitor, name of ITS European Congress, first and last name of contact person(s) and meeting attendees, title, postal address, email addresses, telephone and fax numbers and bank information.
- 17.4** The Organiser has taken appropriate technical and organizational measures to protect personal data against loss and unauthorized access. It may be disclosed to professional advisors, and, if necessary, to regulatory authorities, law enforcement agencies or before court. The data subject has a right of access and may, subject to conditions set out in applicable data protection and other laws and regulations, request that its personal data be transferred (right to data transfer), corrected or deleted or that its processing be restricted. It is not possible to limit the processing or deletion of personal data if this data is necessary for the fulfilment of the Contract or if the Organiser has a legitimate interest in processing or storing such data.
- 17.5** The processing of personal data by the Organiser will be done in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the Belgian privacy legislation. The Exhibitor can contact the Organiser by letter (at ERTICO- ITS Europe, Avenue Louise 326, 1050 Brussels, Belgium) or email (privacy@mail.ertico.com) for data protection concerns. The Exhibitor can contact the Belgian Data Protection Authority with questions or concerns relating to the protection of its personal data; it has also the right to lodge a complaint with the competent supervisory authority in the EU.
- 17.6** By booking space or sponsoring items for the ITS European Congress 2023 in Lisbon, the company agree and have to follow the DPA developed. This DPA can be consulted [here](#).

## 18. EVENT RULES AND REGULATIONS

- 18.1** Whilst participating in the Event, the Exhibitor is required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the Event, given by the Organiser or any other relevant third party, including the person responsible for the premises where the Event takes place or any competent authority.
- 18.2** If the Organiser supplies ID badges for security or health related purposes, participants must wear their badge at all times. Badges are strictly personal and may not be transferred to another person, nor modified.
- 18.3** The Exhibitor must also carefully review the Event health and safety protocols applicable at the time of the Event and comply with them at all times during the Event. The health and safety protocols are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the venue owner, public health officials or the Organiser. The Exhibitor must fully comply with all of the health and safety protocols in place at the time of the Event.
- 18.4** Failure to follow the security or health and safety protocols may, in the sole discretion of the Organiser, result in (i) an Exhibitor being prohibited from entering the Event, (ii) an Exhibitor being ejected from the Event, (iii) an Exhibitor being permanently barred from attending the Event or any other ITS event, and/or (iv) the Organiser, the venue owner or applicable authorities taking any other action permitted by law. In any such circumstances, the Exhibitor remains

liable for payment of the space booking fee and any other registration fees and associated costs.

- 18.5** The Exhibitor forever expressly releases and waives all and any claims (whether in contract, tort or otherwise) against the Organiser or the venue owner and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns arising out of or related to exposure, infection and/or spread of health related diseases, whether before, during or after attendance at the Event to the fullest extent permitted by law. The Exhibitor expressly understands and agrees that this waiver means that, to the fullest extent permitted by law, the Exhibitor gives up any right to bring any claims, demands, causes of action, or suits (for itself or for any officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns) including for personal injury, death, disease or property losses, or for any other losses, liabilities, costs and expenses including but not limited to claims of negligence, and give up any claim that the Exhibitor may have to seek damages, whether known or unknown, foreseen or unforeseen.

## 19. WAIVERS

- 19.1** Except as otherwise expressly provided herein, no failure or delay of a party to exercise any right or remedy under this Contract shall be considered as a waiver of such right or remedy, or any other right and remedy under the Contract.
- 19.2** Except as otherwise expressly provided herein, no waiver shall be effective unless given in writing and signed by both parties.

## 20. APPLICABLE LAW AND JURISDICTION

- 20.1** Unless otherwise expressly provided herein, this Contract shall be governed by Belgian law. Any dispute arising in connection with it and which cannot be settled on an amicable basis shall be submitted to Belgian courts.

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

**ERTICO - ITS Europe**, 326 Avenue Louise, 1050 Brussels, Belgium

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# Terms Of Contract To Sponsor

Whereas ERTICO will organize the annual Congress on Intelligent Transport Systems to be held in Lisbon, Portugal (hereinafter "ITS European Congress")

## 1. DEFINITIONS

- 1.1 In this Contract, the term 'Sponsor' means any person, firm or company who has made an application for a sponsorship item (as identified in the booking form) for the Exhibition.
- 1.2 The term "Exhibition" or "Event" means the Toulouse ITS European Congress scheduled to take place from 30 May to 1 June 2022 (in Toulouse).
- 1.3 The term 'Organiser' means Ertico or its lawful assigns (including MCI Brussels).
- 1.4 The Organiser and the Sponsor are hereinafter together also referred to as the "parties" and individually as a "party".
- 1.5 The term TCS means Terms of Contract to Sponsor.
- 1.6 The term Contribution means the total amount to be paid by the Sponsor under the TCS as detailed in the booking form.

## 2. MARKETING AND USE OF THE EXHIBITION 2022 LOGO

- 2.1 The Sponsor is entitled to market the partnership subject to observing the following rules and guidelines.
- 2.2 The Sponsor is entitled to advertise and market its status as sponsor (as per the applicable category) at the Event.
- 2.3 The Sponsor may use (non-exclusive, not transferable and not sub-licensable right) the official logo of the Event (hereinafter: the "Official Logo") provided that such use takes place in connection with the marketing of products, services or activities that are part of the Event.
- 2.4 The Organiser holds the discretionary right to object to the Sponsor's marketing activities and use of the Official Logo if the Organiser finds that the Official Logo is being used in manner that is inconsistent with the Event. If the Organiser objects to the Sponsor's marketing activities or use of the Official Logo, the Sponsor shall immediately cease its use. If a Sponsor does not cease or change marketing activities or a use of the Official Logo, which the Organiser has objected to or otherwise instructed the Sponsor to change, this will be considered as a material breach of the TCS.
- 2.5 The Sponsor shall grant the Organiser a royalty-free, non-exclusive, not transferable and not sub-licensable right to use its trademark(s) as communicated by the Sponsor in writing (email is sufficient); such right being limited in terms of time, territory and subject matter to the purposes of implementing this TCS. The Sponsor holds the discretionary right to object to the Organiser's use of the Sponsor's trademark(s) if such use is demonstrably capable of negatively affecting the value and/or appreciation of the Sponsor's trademark(s). If the Sponsor objects to the Organiser's use of the Sponsor's trademark(s), the Organiser shall immediately cease its use.

## 3. NON-EXCLUSIVITY

- 3.1 The Sponsor does not have any exclusive rights under the TCS.
- 3.2 The Organiser is entitled to conclude other sponsorship or partnership agreements with other companies, organisations etc. for the purpose of the arranging and organising of the Event.
- 3.3 In addition, the Organiser is entitled to enter into agreements with third parties regarding the delivery of services relating to the Event and related activities.

## 4. DURATION

- 4.1 The TCS take effect from the time of signing and expire at the conclusion of the Event.

- 4.2 If - regardless of the reason - the Event is cancelled by the Organiser, the TCS shall be considered as rescinded with the consequence that (i) any performances delivered to either party under the TCS shall be returned, and (ii) neither party is entitled to claim compensation or damages, etc. from the other party. However, and notwithstanding anything to the contrary in the TCS, should the Event be cancelled by the Organiser for force majeure (including government restrictions relating to the SARS-CoV-2 virus or the local authorities' decision not to host the Event), 30% of the Contribution shall remain due to cover the irrecoverable costs of the Organiser and the use of the Official Logo until cancellation

## 5. BREACH, CANCELLATION AND COMPENSATION

- 5.1 In the event of the Sponsor's material breach of the TCS, the Organiser is entitled to cancel the Contract without prior notice.
- 5.2 Examples of material breach are: (i) the Sponsor does not pay the Contribution in due time; (ii) the Sponsor markets itself or uses the Official Logo contrary to Article 2 of the TCS; (iii) the Sponsor is subject to bankruptcy proceedings, or the Sponsor's financial situation is significantly impaired; (iv) the Sponsor ceases to carry on the activities, which the Contract concerns.
- 5.3 As soon as the Sponsor receives the Organiser's notice of cancellation, the Sponsor must immediately cease to market the partnership in all respects. Upon receiving the notice of cancellation of the TCS, all rights and obligations pursuant to the Contract are rescinded immediately, subject however to the stipulations in Article 4.2 of the TCS. Moreover, Article 9 of the TCS concerning duty of confidentiality shall remain in effect even after the cancellation of the Contract.
- 5.4 In the event of cancellation by the Organiser of the Contract for material breach by the Sponsor, the Organiser is entitled to 100% of the Contribution, plus compensation from the Sponsor for any additional loss that the Organiser may suffer as a consequence of the Sponsor's breach, including - but not limited to - internal costs for overtime payment and external costs for e.g. attorney and procurement consultant.
- 5.5 In addition, in any event of the Sponsor's material breach of the Contract, the Sponsor shall pay an agreed penalty fixed at EUR (€) 10,000 per breach to the Organiser. If the Sponsor has used the Official Logo in its marketing material prior to the occurrence of the material breach, the Sponsor shall pay an additional agreed penalty of EUR (€) 50,000 to the Organiser.

## 6. POSTPONEMENT OR ABANDONMENT

- 6.1 The Organiser has the right to postpone the Event to a different date in case this is justified by a valid cause, in which case all rights and obligations under the Contract are maintained but postponed accordingly.
- 6.2 The Organiser has the right to abandon the Event in case this is justified by a valid cause.

## 7. FORCE MAJEURE

- 7.1 Should the Event not be conducted or only partially conducted or be annulled for any reason beyond the Organiser's reasonable control, including unforeseen circumstances such as civil riots, governmental restrictions on foreign travel, union actions, natural disaster, pandemic, strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, epidemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, government decisions or administrative injunctions, including without limitation possible restrictions, recommendations, guidelines or other measures imposed or recommended to be

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

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VAT: BE0480076556 Account number: 363-2023038-46 IBAN: BE33 3632 0230 3846 - SWIFT: BBRUBEB

taken by (health) authorities, the Organiser shall be excused from performance and shall not be in default in respect of any obligation in relation to the Event. It is moreover expressly agreed that the unforeseeability condition does not have to be fulfilled for any health related event (such as for instance coronavirus related pandemic, another pandemic or epidemic and/ or quarantine measures) to qualify as an event of force majeure.

- 7.2 If, as a result of force majeure, the Event cannot take place, each party shall cover its own costs. In such a case, the Organiser shall be entitled to (but not obliged to) reschedule the Event to a different date, in which case all rights and obligations under the Contract are maintained but postponed accordingly. There shall be no further liability under the Contract.
- 7.3 Should a case of force majeure disrupt the performance of the Event, the parties agree to use their best endeavours to find alternative economic solutions allowing both parties to mitigate the consequences thereof.
- 7.4 Subject however to the stipulations in Article 4.2 of the TCS, any measures taken as a result of an event of force majeure will also not lead to a refund and no liability whatsoever will be incurred by the Organiser.

## 8. COMPLIANCE

- 8.1 The parties agree to comply with all applicable laws and regulations, in particular regulations under criminal law, when carrying out the tasks and meeting the obligations arising from this Contract.
- 8.2 It shall always be considered a material breach of the terms of this Contract if either party or any of its agents, when carrying out the tasks or meeting the obligations arising from this Contract, violate any regulations under criminal law, in particular anti-corruption regulations. If either party has any reason to assume that such a breach of the aforesaid nature has occurred, the other party shall cooperate fully so that it can be determined whether a material breach has in fact occurred.
- 8.3 The parties shall ensure that free competition is not jeopardized by this Contract, and in particular that the sponsorship has no effect on free competition. To this end, the Organiser affirms:
  - 1. that the Organiser's neutrality has not been and will not be compromised;
  - 2. that the way in which the Organiser handles its administrative tasks has not been and will not be improperly affected by the sponsorship, and in particular that the Organiser's impartial fulfilment of its duties has not been and will not be affected.
- 8.4 The parties confirm that this Contract is not associated with any benefits (for either of the parties) that are not explicitly stated in this Contract; and in particular that no company in the Sponsor Group is entitled to or has any reason to expect preferential treatment by the Organiser related to procurement and/or contract awards, sovereign measures or any other administrative action other than stated in this Contract.
- 8.5 The parties shall ensure that all services rendered on the basis or in connection with this Contract are carried out in a clear and transparent manner and are documented in full.
- 8.6 The parties affirm that the services rendered and considerations granted on the basis of or in connection with this Contract are proportionate to each other.

## 9. DUTY OF CONFIDENTIALITY

- 9.1 The Sponsor, the Sponsor's staff and the Sponsor's sub-suppliers shall keep strictly confidential all information obtained about the Organiser's affairs in connection with the performance of the Contract. The duty of confidentiality shall apply also after the expiry of the Contract to the extent that the information is considered confidential. Disclosure of the information will also be covered by the rules of the applicable Criminal Code on unlawful disclosure or use of confidential information.

## 10. PAYMENT

- 10.1 All payments under the Contract shall be made in the currency stated in the CTS (EURO) and any bank charges or credit card payments will be the responsibility of the Sponsor. Exchange differences or bank charges arising from payment in an alternative currency will be the responsibility of the Sponsor. The balance or the total cost is due and payable on the dates stated on the invoice unless alternative payment terms are arranged. Notwithstanding anything to the contrary, full payment must have reached the Organiser by 15th February 2022 at the latest.
- 10.2 In the event of non-payment to the Organiser by the Sponsor by the due date, any amount unpaid by the due date shall be increased automatically and without notice by a late payment penalty fixed at a flat rate of 10% of the unpaid amount, plus 12% interest per annum shall apply. Any additional costs and expenses incurred by the Organiser to recover the amounts due shall be added to the amount of the debt and be payable by the Sponsor.

## 11. DATA PRIVACY & GDPR

- 11.1 The parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 11.2 The Organiser shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Sponsor's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Sponsor's Personal Data, as strictly necessary for the purposes of the principal agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 11.3 The Organiser may process personal data of the Sponsor for the purpose of fulfilling the Contract. The Organiser may further process the data for marketing purposes.
- 11.4 The Organiser may process the data as long as necessary for the processing purposes, namely during the business relationship and for a duration of 11 years thereafter for bookkeeping purposes and where its overriding interests allow it, in particular to be able to prove proper performance of the Organiser's obligations. The Sponsor may withdraw its consent to the processing for marketing purposes at any time.
- 11.5 The personal data processed include the following data: name of the Sponsor, first and last name of contact person(s) and meeting attendees, title, postal address, email addresses, telephone and fax numbers and bank information.
- 11.6 The Organiser has taken appropriate technical and organizational measures to protect personal data against loss and unauthorized access. It may be disclosed to professional advisors, and, if necessary, to regulatory authorities, law enforcement agencies or before court. The data subject has a right of access and may, subject to conditions set out in applicable data protection and other laws and regulations, request that its personal data be transferred (right to data transfer), corrected or deleted or that its processing be restricted. It is not possible to limit the processing or deletion of personal data if this data is necessary for the fulfilment of the agreement or if the Organiser has a legitimate interest in processing or storing such data.

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

**11.7** The processing of personal data by the Organiser will be done in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the Belgian privacy legislation. The Sponsor can contact the Organiser by letter (at ERTICO- ITS Europe, Avenue Louise 326, 1050 Brussels, Belgium) or email (privacy@mail.ertico.com) for data protection concerns. The Sponsor can contact the Belgian Data Protection Authority with questions or concerns relating to the protection of its personal data; it has also the right to lodge a complaint with the competent supervisory authority in the EU.

## 12. ASSIGNMENT OF RIGHTS

**12.1** The Sponsor may not without ERTICO's prior written consent assign its rights and obligations under the Contract to a third party. shall keep strictly confidential all information obtained about the Organiser's affairs in connection with the performance of the Contract. The duty of confidentiality shall apply also after the expiry of the Contract to the extent that the information is considered confidential. Disclosure of the information will also be covered by the rules of the applicable Criminal Code on unlawful disclosure or use of confidential information.

## 13. SEVERABILITY

**13.1** If any provision contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, it is the intention of the parties that such provision shall not be construed to be null, void and of no effect, but shall be construed and interpreted or reformed to provide for a valid, legal and enforceable provision the economic effect of which comes as close as possible to the parties' original intent (in terms of economic objectives, allocation of responsibility, limitation of warranties or damages).

## 14. EVENT RULES AND REGULATIONS

- 14.1** Whilst participating in the Event, the Sponsor is required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the Event, given by the Organiser or any other relevant third party, including the person responsible for the premises where the Event takes place or any competent authority.
- 14.2** If the Organiser supplies ID badges for security or health related purposes, participants must wear their badge at all times. Badges are strictly personal and may not be transferred to another person, nor modified.
- 14.3** The Sponsor must also carefully review the Event health and safety protocols applicable at the time of the Event and comply with them at all times during the Event. The health and safety protocols are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the venue owner, public health officials or the Organiser. The Sponsor must fully comply with all of the health and safety protocols in place at the time of the Event.
- 14.4** Failure to follow the security or health and safety protocols may, in the sole discretion of the Organiser, result in (i) an Sponsor being prohibited from entering the Event, (ii) an Sponsor being ejected from the Event, (iii) an Sponsor being permanently barred from attending the Event or any other ITS event, and/or (iv) the Organiser, the venue owner or applicable authorities taking any other action permitted by law. In any such circumstances, the Sponsor remains liable for payment of the space booking fee and any other registration fees and associated costs.

**14.5** The Sponsor forever expressly releases and waives all and any claims (whether in contract, tort or otherwise) against the Organiser or the venue owner and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns arising out of or related to exposure, infection and/or spread of health related diseases, whether before, during or after attendance at the Event to the fullest extent permitted by law. The Sponsor expressly understands and agrees that this waiver means that, to the fullest extent permitted by law, the Sponsor gives up any right to bring any claims, demands, causes of action, or suits (for itself or for any officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns) including for personal injury, death, disease or property losses, or for any other losses, liabilities, costs and expenses including but not limited to claims of negligence, and give up any claim that the Sponsor may have to seek damages, whether known or unknown, foreseen or unforeseen.

## 15. WAIVERS

- 15.1** Except as otherwise expressly provided herein, no failure or delay of a party to exercise any right or remedy under this Contract shall be considered as a waiver of such right or remedy, or any other right and remedy under the Contract.
- 15.2** Except as otherwise expressly provided herein, no waiver shall be effective unless given in writing and signed by both parties.

## 16. APPLICABLE LAW AND JURISDICTION

**16.1** Unless otherwise expressly provided herein, this Contract shall be governed by Belgian law. Any dispute arising in connection with it and which cannot be settled on an amicable basis shall be submitted to Belgian courts.

## Confirmation

I have read and accept the Terms of Contract to Exhibit (TCE), including the cancellation policy.

Date

Signature

Company stamp

**ERTICO - ITS Europe**, 326 Avenue Louise, 1050 Brussels, Belgium

**T:** +32 (0) 2400 0700 **E:** [salescongress@mail.ertico.com](mailto:salescongress@mail.ertico.com) **W:** [2023.itseuropeancongress.com](http://2023.itseuropeancongress.com)

Invoicing will be done by: **MCI Benelux SA** - Avenue des Arts 47, 1000 Brussels, Belgium **T:** +32 (0)2 320 25 03

**VAT:** BE0480076556 **Account number:** 363-2023038-46 **IBAN:** BE33 3632 0230 3846 - **SWIFT:** BBRUBEB