



## EXHIBITOR AGREEMENT CHOCOA 2024

### Parties:

Equipoise B.V. and The Company Behind Chocoo TCBC B.V., located at Damrak 361, 1012 ZJ Amsterdam, registered in the Trade Register of the Chamber of Commerce with registration number 62014153, represented by Mariana de la Rosa, director, hereinafter referred to as 'Organizer'.

Exhibitor, whose company name, address, country, tax identity number are mentioned in the stand application form, legally represented by the person that is identified by name, function, mail address and phone number in the stand application form, hereinafter referred to as 'Exhibitor'.

### Considering that

1. Organizer, using the trademark Chocoo, wants to contribute to a sustainable cocoa and chocolate value chain and to contribute to the growth of the market for sustainable and high- quality cocoa and chocolate and wants.
2. Organizer sees Chocoo as a means to contribute to the objectives mentioned above and for that reason organizes the Chocoo Trade Fair as part of a series of Chocoo events, such as the Chocolate Makers' Forum, that have objectives of their own, but that are at the same time all contributing to the goal of attracting as many potential cocoa buyers as possible to the trade fair. These events allow participants to visit the trade fair during breaks. The specially developed event app is meant to promote interaction between participants of events and exhibitors. Chocoo 2024 is part of the Amsterdam Cocoa Week, that will attract even more visitors to the event as partnerships in the Amsterdam Cocoa Week include access to the trade fair for their participants.
3. The Chocoo Chocolate Festival is centre to a series of events organized for consumers, such as tastings, debates and other, to attract as many consumers as possible to the event. The Festival is also promoted to chocolate buyers, such as distributors and retailers, so as to increase the potential sales of exhibitors. Exhibitors at the festival are potential buyers at the trade fair, participants to the Chocolate Maker's Forum are potential exhibitors at the festival. Organizers are studying the possibilities of an Amsterdam Chocolate Week, that will allow further integral promotion of the festival and its exhibitors and increase interaction with potential buyers.
4. Organizer wants to reach as many stakeholders as possible with Chocoo, to help ensure that they make a conscious choice for sustainable and high-quality products, such as cocoa and chocolate.
5. The objective of Chocoo is to promote the production and trade of sustainable and good cocoa and chocolate and contains a series of services and activities, including interaction between exhibitors and Chocolate Makers' Forum, Amsterdam Sustainable Cocoa Conference and Amsterdam Cocoa Week / Amsterdam Chocolate Week event participants as well as and

matchmaking through the event app, tastings and presentations at the Festival, and more. Having a stand at Chocoo 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.

6. Through the Amsterdam Cocoa Week and the Amsterdam Chocolate Week organizers contribute to the objective of a growing market for good cocoa and better chocolate as well as to the position Amsterdam as a major centre for handling, processing, trade in cocoa and cocoa products and as a hub for discussing and designing sustainability
7. Organizer organizes the Chocoo event that will be held in February 2024 and includes among others a Chocolate Makers' Forum, an Amsterdam Sustainable Cocoa Conference, a Trade Fair, a Chocolate Festival, meeting and matchmaking facilities, hereafter referred to as 'Chocoo 2024'. Chocoo 2024 will be part of the Amsterdam Cocoa Week that is initiated by Organizer.
8. Exhibitor wants to join the event and exhibit at the Trade Fair and or the Chocolate Festival.

#### Agree

1. The Organizer is organizing the Chocoo Trade Fair on 7, 8 and 9 February 2024 and the Chocoo Chocolate Festival on 10 and 11 February 2024. Opening hours of the Trade Fair are each day between 9:30 and 18:00. Opening hours of the Chocolate Festival are each day between 10:00 and 18:00. Organizer considers an evening opening on Saturday February 10, between 19:30 and 22:00.
2. Organizer makes floor space and/or one or more stands available to the Exhibitor during the Chocoo Trade Fair and/or the Chocoo Festival in the Beurs van Berlage in Amsterdam. Exhibitor rents stand(s) and/or floor space in the state in which it is/they are offered by the Organizer for the Chocoo Trade Fair and the Chocoo Chocolate Festival.
3. Exhibitor accepts floor space and/or stand(s) made available by Organizer. In case of floor space only or stand back wall only, the Exhibitor shall design floor space use in consultation with Organizer and shall seek timely approval of Organizer. Exhibitor commits to being present at the booth during the opening hours referred to in article 1.
4. 1. The Exhibitor shall pay a fee for the use of the stand(s) and/or floor space during the Chocoo Event as indicated 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 within two weeks. If payment is not received in time, organizer may cancel the registration and allow another exhibitor access to the event instead.

2. 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 floor space with back wall (option 3) or floor space only (option 4) has been reserved, the Organizer will provide the open floor space to the Exhibitor.
3. 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 made after the reservation, an administration fee of €50,- will be charged.
4. In the event that the Exhibitor fails to complete payment within 2 weeks after the date indicated on the invoice, 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 1, 2 and 3 this article.
5. In the event there is insufficient space to accommodate all applications for stands, 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 in time.
6. After final registration, the Exhibitor cannot withdraw without incurring costs. For withdrawals before 15 November 2023, 75% of the fee(s) of registration and rentals will be refunded. For withdrawals before 1 January 2024, 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.
  1. Until December 1, 2023, should Organizer decide that (some of the events of) Chococ 2024 is/are cancelled, Exhibitor will be refunded 75% of payments to Organizer that have already been made. Organizer is not liable for other costs Exhibitor may have incurred.
  2. Postponement within a reasonable period is no ground for dissolution of this contract. In case the event cannot take place in 2024 as a physical event, organizer will convert the event to online only. In case no event will be organized at all, this contract may be cancelled, unless the reason for the annulment of the event is due to circumstances beyond control of the organizer. In that case Organizer and Partner will discuss a reasonable repayment of the

Partnership contribution amount, taking into account the expenses made and expected to be made by Organizer.

8. Exhibitors may purchase tickets at reduced rates for other events of Chocoo 2020: the European Markets Academy on 6 February, the Chocoo Dinner on 7 February, Chocolate Makers' Forum and Amsterdam Sustainable Cocoa Conference on 8 - 9 February and join these events, provided the booth remains sufficiently manned. 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 Organizer and these have been confirmed in writing by Organizer. The Exhibitor is responsible for obtaining visa and other permissions needed to travel and to enter the Schengen area. Upon request, organizer will supply a formal invitation letter that is required in the visa procedures for up to 2 exhibitors per booth.
10.
  1. Before the event, Organiser will put information online about Trade Fair exhibitors on the Chocoo website as well as in the event app. Exhibitors at the Trade Fair will provide the necessary information before 29 December 2023 at the close of business through the registration form. In case Exhibitor misses this deadline, Organiser 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. Website and app form part of the package of services that Chocoo is providing to Trade Fair exhibitor.
  2. Before the event, Organiser will put information online about Festival exhibitors and prepare a Festival Floor Plan. Exhibitors at the Festival will provide the necessary information before 29 December 2023 at the close of business. In case Exhibitor misses this deadline, Organiser 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. Festival Exhibitors will be included in the event app. The Festival Floor Plan and the event app are part of the package of services that Chocoo is providing to Festival exhibitor.
11.
  1. Exhibitors shall build up their stand(s) for the Trade Fair before Wednesday 7 February latest before 9.00. The stand needs to be ready before the doors of the event open. Removing the stand(s) and the exhibited material (including waste) shall not start before the end of the opening period 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.

2. Exhibitors shall build up their stand(s) for the Festival on Friday February 9 from 19.00 or at the latest before 9.00 on Saturday, February 10. Removing the stand(s) and the exhibited material (including waste) shall not start before the end of the opening period and must be finished by 20.00h on the evening of Sunday 11 February 2024. 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.

3. Any costs incurred by Organizer 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 Exhibitor.

13. 1. Organizer is not responsible for the commercial success of the Exhibitor through participation in Chocoa and can therefore not be held liable for this.

2. The Exhibitor ensures that the displayed material does not form an inconvenience for other participants, employees or the public.

3. Exhibitor at the Festival will bring enough samples of his products to offer visitors the opportunity for free tasting.

4. 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. Organizer will promote Chocoa locally and abroad and can, if so desired, refer to the participating exhibitors. Exhibitor agrees to the use of its brand name and logo for promotional purposes on the website, social media, press and in promotional documents. Exhibitor will, if requested and in as far as this is possible and within its capabilities, contribute to the promotion of Chocoa.

15. By agreeing to these Conditions, Exhibitor acknowledges to accept the general conditions of the Beurs van Berlage (particularly article 11).<sup>1</sup> Exhibitor accepts their applicability in relation to 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.
17. Exhibitor accepts that Organizer cannot be held liable for damage to property or displayed material of Exhibitor caused by persons engaged by Exhibitor or admitted for the benefit of Exhibitor.
18. Complaints and defects must be reported immediately to Organizer. These do not give any grounds for suspension of payments or other obligations of 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 Chocoa 2024.

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<sup>1</sup> See the general conditions of the Beurs van Berlage here: <http://www.beursvanberlage.nl/terms-and-conditions-beurs-van-berlage.pdf>