

TERMS & CONDITIONS FOR PARTICIPATION IN AN ANTWERP DIAMOND PAVILION

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In order to promote Antwerp as the world's foremost diamond centre, the Antwerp World Diamond Centre (*hereafter 'AWDC'*) concludes favourable agreements with trade fair organisations, enabling the Antwerp diamond companies to exhibit as a group pavilion at leading trade fairs worldwide.

An Antwerp diamond dealer applying for and participating in an Antwerp diamond pavilion (*hereafter the 'exhibitor'*) shall adhere to the following terms & conditions (*hereafter 'Terms & Conditions'*).

1. Definitions and interpretation

In these Terms & Conditions, the following expressions will have the following meanings:

- **Antwerp Diamond Pavilion:** A pavilion set up by AWDC at an international diamond & jewellery trade fair where Antwerp Diamond Companies are provided with the opportunity to exhibit as a group, under the auspices of AWDC.
- **Trade fair:** An internationally renowned diamond & jewellery trade fair during which AWDC sets up an Antwerp Diamond Pavilion.
- **Exhibitor Agreement:** Agreement between AWDC and the exhibitor concerning participation in a particular trade fair.
- **Booth:** Stand of an exhibitor in an Antwerp Diamond Pavilion to present natural polished diamonds.

2. Formalities to participate in an Antwerp Diamond Pavilion

2.1 Exhibitor profile

An exhibitor is defined as:

- A **wholesaler of natural polished diamonds** and, if permitted by the trade fair, a **diamond certificate lab**.

AND

- A **diamond dealer registered in Belgium**:
 - ⇒ A **one-person company or a company that is not part of a group structure**, that has effectively been trading in Belgium the year preceding his/her participation in the pavilion, with a minimum turnover of USD 500 000. Proof of polished diamond sales

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activity shall be provided by the exhibitor when registering to participate in a trade fair, by means of a declaration of their bookkeeper/accountant.

OR

- ⇒ A **company that is part of a larger group of corporations** that has effectively been trading in Belgium the year preceding his participation in the pavilion, with a minimum Belgian turnover of USD 15 000 000. Proof of polished diamond sales activity shall be provided by the exhibitor when enrolling for a trade fair, by means of a declaration of their bookkeeper/accountant).

An exhibitor will be **refused participation** in an Antwerp Diamond Pavilion of a particular trade fair if an **affiliated exhibitor or an exhibitor with the same shareholder** is already enrolled to participate in the same Antwerp Diamond Pavilion.

Exhibitors agree to exclusively showcase and trade **natural polished diamonds** in an Antwerp Diamond Pavilion.

2.2 Application Form

Every year **AWDC sends out an application form** (hereafter 'Application Form') to every registered diamond dealer in Belgium.

On the application form, the exhibitor **indicates the trade fair(s) of interest** for that particular year and the preferred m2 of his booth.

Without a completed application form (including a declaration of the exhibitor's bookkeeper/accountant as mentioned in section 2.1) handed over to AWDC, the exhibitor **cannot be considered for participation** in an Antwerp Diamond Pavilion of any trade fair. An Application Form is available at AWDC or at www.awdc.be.

First time exhibitors in an Antwerp Diamond Pavilion are required to submit **an act of incorporation and a list of the board of directors** of his company, in addition to an Application Form. Submitting an Application Form does not automatically give the exhibitor **a right to participate in an Antwerp Diamond Pavilion** of any trade fair.

2.3 Exhibitor Agreement and payment

An exhibitor is **entitled to a booth** once the Exhibitor Agreement between the exhibitor and AWDC is signed.

The exhibitor will be **charged in full** by AWDC for the floor space, construction and promotional services of his booth.

Floor space and construction will be charged at cost price. An AWDC service fee is also charge to the exhibitor.

The exhibitor contributes to the costs of additional promotional activities in **proportion to the size of his booth**, as stipulated in detail in the Exhibitor Agreement.

Following the signing of the Exhibitor Agreement, the exchange, sharing or subletting of the exhibitor's booth with other exhibitors or other parties is not permitted. The booth can be used and staffed solely by the exhibitor who signed the Exhibitor Agreement. If AWDC determines at any moment in time that an exhibitor shares or sublets his booth, AWDC has the right to require

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the exhibitor to **clear his booth en cease all trading activities** in his booth with immediate effect and/or **refuse the exhibitor's participation** in all future Antwerp Diamond Pavilions, without having to refund any fees or pay indemnities to the exhibitor.

If a **cancellation** ensues after signing the Exhibitor Agreement, the exhibitor shall **pay this full amount** as stipulated in the Exhibitor Agreement.

The exhibitor is obliged to staff his booth until the last day of the trade fair, unless circumstances beyond the exhibitor's control (including but not limited to religious holidays) force him to close his booth before the end of the trade fair. AWDC shall decide on the interpretation of circumstances that are beyond control, to which the exhibitor is bound.

3. Your booth

3.1 First time participation

If the exhibitor applies (see section 2.2) for a booth in an Antwerp Diamond Pavilion of a particular trade fair, in which he/she did not participate the year before, he shall be invited to participate in a **lottery**, provided floor space at the trade fair is still available. If no floor space is available, the exhibitor can request to be put on the waiting list to be invited to the lottery.

AWDC informs the exhibitors of the date and place of the lottery via email. When arriving at the lottery, the exhibitor must sign a register of attendance and take a seat in the meeting room. No questions will be answered until all exhibitors have arrived and all have been seated. AWDC will explain the procedures of the lottery. Exhibitors that do not respect the procedures can be refused participation in the lottery.

AWDC personnel will make the draw in the presence of the authorized representative of the exhibitor.

Booth allotment is based on a **'first drawn first served'** formula. The first exhibitor drawn is the first to select a booth, according to the floor plan drawn up by AWDC and according to the m2 of his booth. The second exhibitor drawn, will have the second choice, and so forth. AWDC unilaterally decides on the sizes of the booths when drawing up the floor plan, and may decide at its own discretion to split up a large booth into smaller booths.

If an exhibitor is allotted a booth during the lottery, an **Exhibitor Agreement will be signed** immediately following the lottery, by the authorized representative of the exhibitor in attendance. After the signing of the Exhibitor Agreement, exhibitors are asked to leave the premises of AWDC immediately. If the exhibitor cannot be present at the lottery, AWDC offers the exhibitor the possibility to instruct AWDC in writing, one day before the lottery, to **act on the exhibitor's behalf** during the draw. If a booth is allotted to the exhibitor represented by AWDC, the exhibitor will be automatically bound to sign the Exhibitor Agreement. No exceptions will be granted. If the exhibitor refuses to sign the Exhibitor Agreement, AWDC will have the right to refuse participation of the exhibitor in all future Antwerp Diamond Pavilions.

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3.2 Seniority

An exhibitor shall have **seniority** (when he **participates for a second (or third, or fourth, or fifth, or sixth, or seventh, or eighth, or ninth, or tenth) consecutive year** in an Antwerp Diamond Pavilion of a particular trade fair. An exhibitor candidate **loses his/her seniority** status for a particular trade fair if he **did not participate** in that particular trade fair **the year before**.

An exhibitor candidate with seniority shall not participate in a lottery, since he is, **in principle, entitled to a booth with, in principle, the same size and, in principle, the same location**. Thus the needs and/or wishes with regard to the booth of an exhibitor with seniority shall in most cases be **treated with priority**. However, the following conditions need to be taken into consideration in case of seniority:

- AWDC is at all times entitled to **deviate from seniority** rights of an exhibitor when it is in the **general interest of the Antwerp Diamond Pavilion**. For example (non-exhaustive): admission of exhibitors without seniority, instead of granting exhibitors with seniority a larger booth, can be in the general interest of the Antwerp Diamond Pavilion. AWDC will strive for a healthy mix at all times to make the Antwerp Diamond Pavilion attractive as a whole for all the exhibitors.
- **AWDC decides on the position of the booths** but shall at all times take into consideration the following guidelines when drawing out the floor plan: the seniority of the exhibitors, the size of the booths and the general interest of the Antwerp Diamond Pavilion.
- When it comes to allocation of booths, the needs and/or wishes of the exhibitor with a **higher seniority shall always be treated with priority** over the needs and/or wishes of the exhibitor with lesser seniority.
- Exhibitors with the same **level of seniority shall** – if necessary – **take part in a lottery** to decide who will be given priority.

3.3 Booth set-up and decoration

Booths are exclusively built by a contractor selected by AWDC; an exhibitor may decorate his booth under following conditions:

- Labelling of the booth is only permitted on the **locations appointed by AWDC**.
- **Only the name of the Antwerp-based firm** of the exhibitor may be displayed on his booth, explicitly excluding other branding and/or names of affiliates or holdings.
- The layout of the booth should at all times be in accordance with the **look and feel, image and quality of the Antwerp Diamond Pavilion**. Any infringement of this rule can lead to the exclusion of the exhibitor from participating in the on-going or future Antwerp Diamond Pavilion.
- An exhibitor shall govern his booth according to the **prudent-man principle**.

3.4 Booth size

Floor space of a booth is **maximum 75m²**. Seniority (according to section 3.2) shall be taken into consideration to define the exact size of the exhibitor's booth.

4. AWDC Services

AWDC offers the following services with regard to the Antwerp Diamond Pavilion:

- **Set up of the Antwerp Diamond Pavilion** at the trade fair;
- Assisting the exhibitor in **complying with administrative formalities and financial formalities** of the trade fair;
- Managing all **contacts with the group pavilion contractor**;
- Coordinating and supporting the joint **publicity campaigns, promotional material and events** at the Antwerp Diamond Pavilion;
- Availability at AWDC of a **contact person** for the trade fairs during office hours on weekdays;
- **Presence at the trade fair** for the first two days if less than 20 exhibitors are in attendance or during the entire duration of the trade fair if more than 20 exhibitors are present.

The availability and assistance that the AWDC may offer varies from trade fair to trade fair, according to what is feasible or opportune in each situation.

AWDC can **never be held liable** for services of third parties with regard to the Antwerp Diamond Pavilion, for example (non-exhaustive): CCTV, safes, exhibitor's badges. AWDC will also not become involved in the personal financial undertakings of the exhibitor with regard to his booth nor will in any manner stand as a guarantor for the trade fair or exhibitor.

5. AWDC's reserved rights

AWDC has the **unilateral right** to:

- ⇒ **Modify these Terms & Conditions** at any time;
- ⇒ Select the contractor that builds the Antwerp Diamond Pavilion & booths;
- ⇒ **Determine in which trade fairs Antwerp Diamond Pavilions will be organized**, but shall take into consideration the suggestions of the Antwerp diamond industry, based on an annual survey. The anticipated Antwerp Diamond Pavilions will in any case only be organized if a minimum of ten exhibitors are effectively registered;
- ⇒ **Decide on the design and decoration, publicity activities and events** with regard to the Antwerp Diamond Pavilion;

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- ⇒ **Approve, refuse or remove additional promotional actions of the exhibitor**, booth decoration/labelling, or abnormal use (for example: eating, cooking) of the booth by exhibitors;
- ⇒ **Set up its own booth in the Antwerp Diamond Pavilion**, depending on needs or campaigns during the course of the trade fair;
- ⇒ **To refuse (without refunding fees or paying out indemnities) an exhibitor's** participation at any moment in time if his participation is believed to damage the reputation of Antwerp and AWDC or to jeopardize the relationship with the trade fair;
- ⇒ **Negotiate on the location, size and special deals** connected with the Antwerp Diamond Pavilion with the trade fair. The number of exhibitors that can reasonably take part in the Antwerp Diamond Pavilion is determined in accordance with the rules and conditions of the trade fair, the site obtained and its surface area;
- ⇒ Require the exhibitor to **clear his booth and cease all trading activities** in his booth with immediate effect **and/or refuse participation** of the exhibitor in all future Antwerp Diamond Pavilions **without refunding any fees or paying out indemnities to the exhibitor**;
- ⇒ Require the exhibitor to **clear his booth and cease all trading activities** if the exhibitor does not **comply with underlying Terms & Conditions (including non-payment of participation fees)**, in addition to any and all other (legal) remedies and rights AWDC may have. The board of directors of AWDC explicitly mandates the AWDC management to execute the above, when deemed appropriate by the management and mandates them to take all necessary measures in this regard.

6. Relationship between exhibitor and trade fair

The exhibitor must **fulfil all conditions set by the trade fair** in order to legitimately participate in the Antwerp Diamond Pavilion. These conditions will be communicated by AWDC in a timely manner. In case the conditions set by the trade fair are contradictory with AWDC's Terms & Conditions, the conditions of the trade fair will prevail.

AWDC is not responsible for arranging any insurance for the exhibitors during any trade fair. The exhibitor must have, at all times during an exhibition, a valid and adequate insurance policy against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and any other risks as AWDC and/or any trade fair may require. AWDC shall be entitled to inspect any such insurance policy and may request premium receipts at any time.

The trade fair always retains the right to refuse an exhibitor, at which time all rights of the exhibitor to the Antwerp Diamond Pavilion lapse.

Each exhibitor is at liberty to negotiate his/her own individual booth directly with a trade fair, separately from the Antwerp Diamond Pavilion.

The terms & conditions of a trade fair are applicable to AWDC and to every exhibitor.

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