

GENERAL REGULATIONS AND CONDITIONS OF THE NATIONA(A)L ARTIST SUPERMARKET 2020 – 16.12– 21.12.2020

Preamble

Nationa(a)l is a non–profit association with the social objective to promote the Belgian creative and cultural economy and make it prosper and bloom. In this context, the organization organizes temporary exhibitions, fairs and events aimed at connecting key players in the Belgian creative and cultural industries with the general public and their target groups. In this context, Nationa(a)l manages the selling of products on behalf of the creative entrepreneur.

As part of its activities, Nationa(a)l organizes, in accordance with article 2, a fair promoting the Belgian creative cultural industries in the following disciplines : Visual Arts, Music, Cinema, Design, Books, Fashion & Digital Arts. This list is not exhaustive.

The fair will take place from December 16 until December 21, 2020 at the following location: Chaussée de Vleurgat, 89 – 1050 Brussels.

During this period, the exhibitor, in his or her absence, will entrust his or her work(s) or article(s) to Nationa(a)l and give Nationa(a)l a mandate to sell his work(s) or article(s) at the sales price (VAT included) indicated on the goods by the exhibitor during the same period.

Art.1 – General provisions

The "Nationa(a)l Artist Supermarket 2020" will be held from the 16th of December 2020 until the 21st of December 2020 at the Vanderborcht Building, located at 68, Chaussée de Vleurgat in 1050 Brussels. By submitting an application for the Nationa(a)l Artist Supermarket 2020, the exhibitor declares his or her intention to be retained as an exhibitor. No cancellation will be accepted after the deadline for the application, on November 10, 2020. All applicants will be notified of the acceptance or rejection of their application within one month after the meeting of the selection committee. The final selection meeting is expected to take place between 10 and 20 November 2020. In case of acceptance of the application, the exhibitor undertakes to comply, without restriction or restraint, the clauses of the regulation and any new provisions that may be imposed by circumstances and adopted by Nationa(a)l in the interest of the Nationa(a)l Artist Supermarket 2020. Should the event be unable to go ahead for any major unforeseeable or economic reasons, applications for admission will be cancelled and the amounts available, after deduction of expenses incurred, will be divided among

exhibitors, prorated to the amounts paid by each one.

Art.2 – Exhibitors

The following are considered exhibitors: companies, label, non-profit organizations of a professional nature, with the trade register as proof of activity. Nationa(a)l reserve the right to exclude products / or services that they do not deem to meet the purpose of the event or that they deem non-compliant with regulations in force.

Art. 3 – Attribution of the booth / walls / shelves

Attribution of the booth shelves of the exhibitor is managed by our retail interior design team.

Art.4 – Reservation and payment

Signature of the participant registration file by the exhibitor will entail complete compliance with all the clauses of these regulations by the exhibitor. The exhibitor will be admitted to his stand only after having settled the full cost (for payments made by bank transfer, proof of payment will be required). In the event that one or more invoices due to Nationa(a)l remain unpaid at the latest 30 days after their date of issue, this non-payment will, ipso jure and without prior formal notice, lead to forfeiture of the right to the space, without prejudice to the other provisions of this article or of these General Conditions. It follows that, in this event, Nationa(a)l may freely dispose of the space and re-let it to another exhibition applicant.

Art. 5 – Cancellation

In case of cancellation by the exhibitor, he will remain liable to pay the invoice for the space as long as Nationa(a)l have not had the ability of re-letting to an exhibitor selected by the committee. 50% of the cost of the booth will be retained by the organizers if the cancellation is made prior to the 31st of November 2020. From the 1st of December 2020, the full participation fee will be due.

Art.6 – Set-up / Teardown

The set-up and teardown schedule will be communicated in the Exhibitor's Manual. Creative and cultural products arriving after the opening of the event may only be transported to their booth outside public opening hours. In the event that an exhibitor has not removed his wares within the allocated time, the organizers will ensure their safekeeping by the carrier authorized by Nationa(a)l, at the exhibitor's expense.

Nationa(a)l can in no way be held liable for any damages and additional costs that may occur during safekeeping.

Exhibition teardown is scheduled for December 21 and 22, 2020. The exhibitor is committed to come and look for his work (s) or article (s) that would not have been sold for this same day. In case the exhibitor cannot be present in person, he / she has to communicate the name of the person who will take care of the recovery of the work(s) or article(s) to Nationa(a)l in writing. During the teardown period, the exhibitor or the person designated by him / her will check the status of the work (s) or article (s) and report any deterioration that may have occurred. Failing that, no further dispute may be directed against Nationa(a)l after the resumption. Failure to comply with the preceding paragraph, Nationa(a)l will return the works at the expense of the exhibitor and its exclusive risks.

Art.7 – Organization of the exhibition space

The exhibitors in the booths undertake to comply with the UP = EXHIBITION / DOWN = SUPERMARKT concept of Nationa(a)l. They also undertake to comply with the presentation recommendations from our Retail interior design team.

Art.8 – Sales

Sales are authorized during the event. However, for security reasons, no wares may be removed from the exhibition hall without a release voucher that describes the ware being removed or without passing by the checkout counter of the Nationa(a)l Artist Supermarket.

Art 8.1 Terms of execution of the mandate of sale.

At the end of the event, Nationa(a)l will reconstitute the total amount of income (sales price + VAT) per exhibitor to each exhibitor. The amount collected is a VAT income (21%) like any transaction made by an individual in a shop. No invoice has to be made. The amounts collected and transferred to the various participants of the Nationa(a)l only constitute transfers (neutral transaction = 0).

For any payment made by bank card, Nationa(a)l must pay a fee of 3% per transaction to the company managing the Bancontact terminals. The exhibitor commits to taking on the remaining 3% for each payment made by bank card.

This is valid for all sales of works or articles – as stipulated in this contract – made

For the entire duration of the exhibition.

Nationa(a)l agrees to inform the exhibitor by email or telephone of the totality of its sales every 48 hours of the event.

Art. 8.2 Collaboration presence.

For booths, the presence of the exhibitor or representative is mandatory during the whole event.

For other exhibition facilities, presence is not mandatory but desirable. In his or her absence, the exhibitor agrees to have our sales team handle their sales. They also agree to give a 5% commission on their sales revenue excluding VAT to the Nationa(a)l sales team. The exhibitor will also have to brief our sales team on their products within the period of time communicated to them or, if that is not possible, send a briefing by e-mail.

Covid-specific measures may be required and implemented in connection with exhibitors' on-site presence. Only a limited amount of exhibitors will be allowed* at the fair every day. The exhibitors who are not admitted will have to rely on the skills of NATIONA(A)L sales team. A 5% commission fee for on-site sales will be retained for the sales team.

*The allowed exhibited on site will be determined on the basis of their daily visitors.

Art.9 – Security

Nationa(a)l and its sales teams will take all necessary precautions and measures to ensure the fair's security outside opening hours. Any person entering prohibited areas that are duly signposted, shall do so without the organizers being held liable.

Art.10 – Cleaning

Cleaning and on-going floor maintenance (gangways, entrance and free floor space) will be provided and paid for by the organizers.

Art.11 – Insurance

Aside from mandatory insurance risk cover, exhibitors must be insured by their regular insurer for all other risks involved, particularly for theft, damage of artworks or exhibition materials. The exhibitors shall not hold the organizers liable in the event of fire, explosion, flooding, other disturbances, or for any factor that is not

attributable to the organizers, agents or employees. In particular, the organizers shall not be held liable for any damages in the event that the whole space being let cannot be effectively used by the exhibitors as a result of a force majeure event.

Art.12 – Various prohibitions

Unless expressly agreed by the organizers, it is prohibited for exhibitors to rent out all or part of the space, whether it is free of charge, paid, or as an exchange of services. In compliance with applicable legal provisions, a total ban on smoking is in force. Exhibitors must ensure this prohibition is complied with in and around their space.

Art. 13 – Authorization for visual distribution

Exhibitors shall authorize Nationa(a)l to use visuals of their creative and cultural products, free of charge, sent out by the latter for communication about the show on all types of media (internet, press, television, etc.). They shall authorize Nationa(a)l, free of charge, to photograph / film the booths shelves and to use these images on all types of media at the time the report / filming is conducted. The photoshoots produced this way will only be used exclusively in the context of events organized by Nationa(a)l in our internal and external, national and international communication, for its training or promotional needs or for public information on its activities. This authorization refers to the right to represent or to have represented, to reproduce or to have reproduced, in part or in full, the photographs / films, either by Nationa(a)l 2020 itself, or through any third party or organisation authorized by Nationa(a)l 2020, worldwide, by any known or as yet unknown technological methods and processes, for instance via the written press (which includes infomercials and advertorials, which are advertising articles with an editorial presentation, but which excludes press advertisements), or via audio-visual means, via computer (airwaves, satellites, computer networks, etc.), on all media (film, paper, video, CD-ROM, CDI, DVD, etc.) and in all formats, whether inserted into audio-visual documents, computer, multimedia, intranet or extranet websites, graphic publishing in any form etc., both in the commercial and non-commercial sector, public or private, for the purpose of collective and / or domestic receipt. This authorization also refers to the right granted to Nationa(a)l 2020 to use, reproduce and distribute, in full or in part, on any media and under the above-mentioned conditions any comments that the organizers hold in the context of an interview duly commissioned by Nationa(a)l 2020 in the context of its internal and external communication. This authorization shall be valid without any time limit from the date of his signature.

Art. 14 – Promotion of the event

Nationa(a)l invite the exhibitors to help in the dissemination and publicizing of the event (Newsletters, paper invitations, electronic invitations, ...) provided by Nationa(a)l. In order to ensure the promotion of Nationa(a)l, exhibitors undertake to activate their customer base to guarantee an adequate number of visitors during the preview and during the event.

Art.15 – Organizers' responsibility

The organizers may, in the event of force majeure such as a strike, for instance, postpone the event, modify its opening hours, or bar the public from visiting. They may cancel it or close it prior to the scheduled date, for instance in the event that the owner refuses to provide access to the premises for any reason whatsoever. In the event that the show is cancelled due to force majeure, the administrative and E-marketplace costs incurred by the organizers (120€) shall remain due by the exhibitor.

Art.16 – Application of these regulations

The organizers reserve the right to rule on disputed cases, or on cases not provided for in these regulations at any moment. These decisions, even verbal, are not open to appeal and shall be enforceable immediately. The organizers reserve the right to modify these regulations in the general interest of the show.

Art.17 – Claims

For the purpose of amicable settlement, exhibitors' claims must be submitted to the organizers by registered letter with acknowledgement of receipt within 15 days following the closure of the fair. Following this period, claims will no longer be receivable. Any dispute shall be exclusively subject to the jurisdiction of the courts of Brussels and shall be subject to Belgian law. Solely the French text is authoritative for the interpretation of these regulations.

Read and approved