

Integrity Clause

This integrity clause has been included in view of the fact that Beurs van Berlage is situated in the “1012” district of Amsterdam, where the Municipality of Amsterdam, which is also one of the Beurs van Berlage shareholders, pursues a strict policy against criminogenic businesses.

1. The lessee declares that, at the time of entering into the agreement, it has not committed or performed any of the following serious offences, violations or acts, and that, at such time, none of the following circumstances apply to it:
 1. participation in a criminal organisation;
 2. bribery;
 3. forgery of documents;
 4. for its own benefit intentionally omitting to provide information despite a statutory duty to do so;
 5. abuse of subsidy;
 6. fencing;
 7. money laundering;
 8. breach of official, professional or trade secret;
 9. extortion;
 10. threat;
 11. fraud;
 12. deceit;
 13. environmental offences that, under Dutch law, qualify as serious offences, and environmental offences that qualify as violations if a party has been repeatedly convicted of such an offence;
 14. theft;
 15. embezzlement;
 16. offences which, by their nature, qualify as offences in violation of the rules of professional conduct;
 17. making a gift or promise or offering a service if it can reasonably be assumed that it is intended to induce someone to do something that is contrary to his duty;
 18. providing incorrect information or unjustly failing to provide correct information, if it can reasonably be assumed that it is intended to obtain a financial advantage;
 19. any acts or omissions that seriously jeopardise the physical integrity of employees or other individuals;
 20. having had a fine or an order subject to a penalty imposed on it within the meaning of Section 56(1) of the Dutch Competition Act [Mededingingswet];
 21. having had a fine or an order subject to a penalty imposed on it by an authority statutorily charged with monitoring compliance with specific legislation;
 22. being financed with gains being capable of being expressed in monetary terms obtained or to be obtained from criminal offences committed;
 23. having the intention to commit criminal offences in the performance of such assignment;
 24. having received a summons charging it with any of the offences referred to in this article;
 25. other than as a result of receipt of a summons, being aware of the fact that he is being prosecuted for any of the offences referred to in this article;

26. any other offences and acts or circumstances which, by their nature, qualify as a serious error in the exercise of its profession.
2. During the term of the agreement, the lessee will be required to act with integrity, in any event meaning that it will refrain from any acts as referred to in paragraph 1.
3. Beurs van Berlage will be authorised to suspend performance of any agreement with the lessee, or to dissolve or terminate the agreement, without any liability arising on its part to compensate the lessee for any damage, if:
 1. one or more of the circumstances referred to in paragraph 1 of this article apply to the lessee;
 2. at the time of entering into the agreement, the lessee did not make a truthfully declaration in respect of the facts/circumstances referred to in paragraph 1 of this article.
4. The lessee declares not to be aware of any serious offences, violations or acts as referred to in paragraph 1 that apply to parties affiliated with the lessee. Individuals or parties will in any event be deemed to be affiliated with the lessee if they:
 1. directly or indirectly manage the lessee;
 2. fulfil or have fulfilled an important role in the performance of the agreement;
 3. have control of the lessee;
 4. provide capital to the lessee;
 5. are in a business partnership with the lessee;
 6. otherwise directly or indirectly exert influence on the lessee.
5. If Beurs van Berlage terminates or dissolves the agreement pursuant to paragraph 3 of this article or nullifies the agreement on account of error, the lessee will immediately, without any further action or formality being required, forfeit to Beurs van Berlage an immediately payable penalty in the amount of EUR 1,000, without any burden of proof arising on the part of Beurs van Berlage in respect of any loss or damage, and without prejudice to the right of Beurs van Berlage to claim additional damages if there are grounds to do so, subject to judicial mitigation.
6. The lessee will indemnify Beurs van Berlage against any third-party claims as a result of nullification, dissolution or termination of the agreement by Beurs van Berlage pursuant to this article.
7. If during the term of the agreement, according to a court order or a decision with similar effect, it has been established that the lessee has performed an act as referred to in paragraph 1, or if the lessee has received a summons in that respect, or is otherwise aware of the fact that he is being prosecuted, the lessee will promptly notify Beurs van Berlage.
8. During the term of the agreement, Beurs van Berlage will be authorised to screen the lessee for the application of any of the circumstances referred to in paragraph 1 of this article. If, to that end, Beurs van Berlage requires the cooperation of the lessee, the lessee will comply on demand.