

**1. Definitions**

In these Conditions, the following terms have the following meanings:

- 1.1. **Booking Form:** the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept;
- 1.2. **Calendar Year:** a full twelve (12) month period beginning on January 1 and ending on December 31;
- 1.3. **Client:** the person, company, organization, association or other entity set out in the Booking Form;
- 1.4. **Closing Date:** the last date on which the Exhibition is scheduled to be 'open'/accessible to members of the public;
- 1.5. **Conditions:** these terms and conditions;
- 1.6. **Contract:** together, these Conditions and the Booking Form;
- 1.7. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Exhibition takes place, where any element of the Package is provided and/or where Organizer or Client is established;
- 1.8. **Exhibition:** the virtual exhibition, conference, show or other event organized by Organizer via the Platform hosted on the Website set out in the Booking Form;
- 1.9. **Fees:** the fees payable by Client for the Package set out in the Booking Form;
- 1.10. **Force Majeure Event:** any event or circumstance arising that is not within Organizer's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, COVID-19, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.11. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC;
- 1.12. **Intellectual Property Rights:** trademarks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the World;
- 1.13. **Manual:** any manual, service kit or guide provided to Client by Organizer in respect of the Exhibition, as updated by Organizer from time to time;
- 1.14. **Materials:** all content, materials and other information that is provided by Client, its Personnel or otherwise on Client's behalf in connection with the Package (including, without limitation, its name, profile, descriptions of products and/or services, any logos, copy and artwork);
- 1.15. **Opening Date:** the first date on which the Exhibition is scheduled to be 'open'/accessible to members of the public;
- 1.16. **Organizer:** the Informa Group legal entity stated in the Booking Form;
- 1.17. **Package:** the Space and/or Sponsorship package purchased by Client in relation to the Exhibition set out in the Booking Form, as may be updated by the parties from time to time;
- 1.18. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Exhibition;
- 1.19. **Platform:** the operating system environment via which the Exhibition is held/staged, which will be hosted on the Website;
- 1.20. **Reportable Breach:** any breach of security leading to the accidental, unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
- 1.21. **Space:** any virtual exhibition space allocated to Client on the Platform;
- 1.22. **Sponsorship:** any sponsorship or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements); and
- 1.23. **Website:** the website made available by Organizer on which the Platform will be hosted.

**2. Package**

- 2.1. Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Exhibition, (ii) assigned to a particular section or location on the virtual floorplan, and/or (iii) provided with the actual amount of Space and/or Sponsorship requested. Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. Fees**

- 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be responsible

for any losses suffered by Client due to third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client and its Personnel access to the Website, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the rate of 1.5% per month (18% per annum) or, if less, the maximum rate permitted by applicable law, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Organizer takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.

- 3.2. It is the intent of the parties that Organizer shall receive the Fees net of any: (i) banking and other transfer of payment charges, and (ii) applicable taxes, including, without limitation, VAT, GST, sales, service or withholding taxes (**Taxes**), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

#### **4. Client's general obligations**

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption and trade sanctions), (ii) all rules, regulations and instructions issued by Organizer from time to time in connection with any element of the Package, and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer and/or any other attendee of the Exhibition, and/or (ii) do anything which might adversely affect the reputation of Organizer and/or the Exhibition.
- 4.4. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Exhibition. Without limitation, Client shall provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.5. Client is solely responsible for obtaining any licenses, regulatory approvals or other necessary consents required for Client to display any products, services and/or Materials pursuant to its participation in the Exhibition.
- 4.6. All Materials must comply with these Conditions. Organizer reserves the right to remove any Materials that it deems offensive, inappropriate, libelous or non-compliant with these Conditions. Client shall ensure that the Materials shall not infringe the Intellectual Property Rights of any third party. Client acknowledges and agrees that it is solely responsible and liable for any costs, damages, expenses or any other liability arising from the Materials. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Materials and Organizer shall not be liable for any such inaccuracies or non-compliance.
- 4.7. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Organizer for all the purposes specified in this Contract without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 4.8. If and to the extent that the Materials contain information relating to Client's products and/or services (images and details of which may be uploaded to the Platform), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory.
- 4.9. Without limitation to Condition 14.4, Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer or any member of the Informa Group arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Materials, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials.

- 4.10. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Exhibition, and/or (ii) displayed on the Exhibition website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 4.11. All unauthorized filming, sound recording and photography of the Exhibition, and all unauthorized transmission of audio or visual material at the Exhibition, by Client and/or its Personnel is expressly prohibited. Client and/or its Personnel agree: (i) to surrender to Organizer or destroy on demand any material in whatever media recorded in violation of this Condition 4.11, and (ii) that the copyright and other Intellectual Property Rights in any such material shall vest in Organizer unconditionally and immediately on the creation of such material.
- 4.12. Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Exhibition, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the **Content**). Client agrees to make its Personnel aware of such filming, sound recording and photography of the Exhibition. Client acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the World for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Exhibition, Client shall notify Organizer in writing.
- 4.13. Client acknowledges and agrees that all usernames and passwords used to access the Website are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be and remain liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorized by Client). Client shall notify Organizer immediately of any unauthorized use of any usernames and/or passwords or any other breach of security regarding the Website that comes to its attention.
- 4.14. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third party.

## 5. Use of the Website

- 5.1. Client must not:
- 5.1.1. resell, sub-license, rent, lease, transfer or attempt to assign any rights in the Website to any other person;
  - 5.1.2. use the Website in any manner other than in compliance with law and these Conditions;
  - 5.1.3. infringe Organizer's intellectual property rights or those of any third party in relation to its use of the Website;
  - 5.1.4. knowingly transmit, send or upload any data to the Website that contains viruses and any other malware or corrupting elements of any kind; and/or
  - 5.1.5. use the Website in any way that could damage, disable, overburden, impair or compromise Organizer's systems and/or security and/or interfere with other users' use of the Website.
- 5.2. Organizer cannot guarantee that the Website shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Client must not attempt to interfere with, manipulate, damage or disrupt the proper working of the Website (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other Internet connected device). Organizer reserves the right at any time to: (i) make changes or corrections and to alter, suspend or discontinue any aspect of the Website, (ii) vary the technical specification of the Website, and/or (iii) temporarily suspend Client's access to the Website for the purposes of maintenance, upgrade or addressing any security concerns.
- 5.3. Organizer does not guarantee or warrant that any content available for downloading from the Website will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements for the accuracy of data input and output.
- 5.4. Client acknowledges and agrees that use of the Website shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Website.
- 5.5. If Client and/or any of its Personnel is in breach of this Contract (and/or any website terms of use and/or fair or acceptable use policies indicated on the Website), Organizer reserves the right without liability to suspend Client's access to the Website.

## 6. Data protection

- 6.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other

party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organizer collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.informamarkets.com/en/privacy-policy.html>.

- 6.2. Without prejudice to the generality of Condition 6.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a **Data List**), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for such purpose(s) as has been agreed with Organizer in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Organizer in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Organizer shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

## **7. Specific terms relating to Space**

- 7.1. Organizer shall be responsible for the development and set-up of the Exhibition, the Website and the Platform. Organizer reserves the right at any time to make such alterations to the Exhibition, the Website and/or the Platform as Organizer in its absolute opinion considers to be in the best interests of the Exhibition.
- 7.2. Client undertakes to: (i) be solely responsible for the set-up of the Space (including, without limitation, branding and dressing) and any technical requirements necessary to enable Client and its Personnel to access the Website, and (ii) participate in the Exhibition via the Platform for the duration of the Exhibition.
- 7.3. Client shall not permit the display of any Materials and/or other exhibits that do not exclusively relate to Client's own commercial activities. Organizer reserves the right, without liability and at Client's risk and expense, to remove any Materials and/or other exhibits which Organizer considers in its reasonable opinion: (i) contravene any law and/or any applicable industry regulations/standards, (ii) constitute counterfeit goods and/or infringe the Intellectual Property Rights of any third party, (iii) are likely to cause offence, and/or (iv) do not otherwise comply with these Conditions.
- 7.4. Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Space, Client shall procure that any Space sharer and any Space sharer's Personnel comply with this Contract, provided that Client shall remain responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Space sharing arrangement, Client shall itself remain fully and wholly liable for the full amount of the Fees.
- 7.5. If Client and/or any of its Personnel is in breach of this Contract, Organizer reserves the right without liability to suspend Client's access to the Website.

## **8. Specific terms relating to Sponsorship**

- 8.1. Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).
- 8.2. Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organizer cannot guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after receipt. Organizer shall use its reasonable efforts to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 8.3. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide license to use the Materials and Client's details in connection with the creation of any materials relating to the Exhibition. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Exhibition cannot reasonably be justified by Organizer.

- 8.4. If Client and/or any of its Personnel is in breach of this Contract, Organizer reserves the right without liability to: (i) suspend or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

**9. Limitation of rights granted**

- 9.1. Client's rights in relation to the Exhibition and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Exhibition, and/or (ii) otherwise promote or advertise its association with the Exhibition and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of any member of the Informa Group.

**10. Changes to the Exhibition**

- 10.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, opening hours, duration, dates and other timings of the Exhibition. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of the changes.

**11. Cancellation and changing the date(s) of the Exhibition by Organizer**

- 11.1. Organizer reserves the right to cancel or change the date(s) of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Exhibition to be held).
- 11.2. In the event that the date(s) of the Exhibition are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Exhibition, or where the Exhibition is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year, this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new dates or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 11.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.
- 11.3. Where the Exhibition is cancelled and is not reasonably expected by Organizer to be held in the next Calendar Year, the terms of this Condition 11.3 shall apply:
- 11.3.1. if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 11.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees;
- 11.3.2. if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Organizer shall be entitled to retain an amount equal to 50% of the total Fees (the **Revised Fees**) from any portion of the Fees already paid or, where no Fees have been paid or where the portion of the Fees already paid is less than the Revised Fees, Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which shall become immediately due and payable, and (ii) after the deduction of the Revised Fees, at Client's election, any portion of the Fees already paid shall be either refunded or a credit note issued for the amount of Fees already paid and Client shall be released from paying any further portion of the Fees.
- 11.4. Client acknowledges and agrees that the provisions of this Condition 11 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Exhibition and all other liability of Organizer is hereby expressly excluded.

**12. Cancellation by Client**

- 12.1. The application for the Package is irrevocable by Client and, except as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Except as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given, and the Fees shall remain due and payable in full. (NOTE: Any company that transferred their monies for an event in the following year and received a complimentary "booth" on a virtual event shall be liable for the basic fee of the virtual booth if they cancel their participation at any event in the following year.)
- 12.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 13.1. Upon any such cancellation by Client, Client shall pay Organizer such cancellation fees as are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Exhibition and not any newly scheduled Opening Date of the Exhibition that has been changed pursuant to Condition 11.2.

**13. Termination**

- 13.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Informa Group and Client and either such breach is irremediable or Client has not remedied such breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Exhibition or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition and/or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 13.1, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.
- 13.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Exhibition and/or not in Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or (iii) decides to cancel the Exhibition and does not wish for this Contract to continue in full force and effect pursuant to Condition 11.2. In the event that Organizer terminates this Contract pursuant to this Condition 13.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 13.2 and all other liability of Organizer is hereby expressly excluded.
- 13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to suspend Client's access to the Website and cover over any Materials. Organizer shall be free to re-sell any aspects of the Package as it shall deem fit.
- 13.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
- 13.5. Conditions 1, 3, 4.9, 6.2, 8.3, 9, 11, 12, 13, 14, 15 and 16 shall survive termination of this Contract.

**14. Liability and indemnity**

- 14.1. Organizer does not make any warranty as to the Exhibition and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Exhibition, (ii) the number of exhibitors, sponsors or attendees participating in the Exhibition, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition and/or purchasing any element of the Package. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Exhibition and the Package that are not expressly stated herein.
- 14.2. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within the Website and neither Organizer nor any member of the Informa Group shall be liable to Client for any loss, damage, cost, claim or expense suffered or incurred by Client arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.
- 14.3. Subject to Condition 14.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's participation in and/or presence at the Exhibition, (ii) neither Organizer nor any member of the Informa Group shall be liable to Client for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member of the Informa Group's) maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 14.4. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client and/or any of its Personnel, (ii) any third party claim that either the display of any Materials and/or other exhibits (including, without limitation, counterfeit goods) by Client on the Platform and/or the receipt or use of the Materials in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client to comply with Condition 6.2, and (v) where Client shares the Space with any third party pursuant to Condition 7.4, any act or omission of any such Space sharer and such Space sharer's Personnel.
- 14.5. Without prejudice to Condition 11.3, Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or

approvals, consents, information and/or materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 14.5 shall excuse Client from the payment of the Fees under this Contract.

- 14.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 14.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 14 are no more than is reasonable to protect Organizer as the organizer of the Exhibition and the provider of the Package.

## 15. General

- 15.1. Organizer reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- 15.2. Client acknowledges and agrees that Organizer and any member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Exhibition and/or any part of the Package (including, without limitation, attendee, user or online behaviors and usage data relating to the Website and/or any lead generation/match-making initiatives), and/or (ii) Materials and other information and/or materials displayed or made available by Client at or in connection with the Package, the Exhibition and/or any other events owned, organized, managed or operated by Organizer or any member of the Informa Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Organizer being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, Organizer incorporating all or any part of any Materials and other information and/or materials displayed or made available by Client into such products, services or works).
- 15.3. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 15.4. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.
- 15.5. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 15.6. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Organizer with the staging of the Exhibition and/or the facilitation of the Package.
- 15.7. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.8. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 15.8 shall not affect the validity and enforceability of the rest of this Contract.
- 15.9. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- 15.10. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 15.11. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, email).

## 16. Governing law and jurisdiction

- 16.1. This Contract shall be governed and construed in accordance with the laws of the State of New York. Organizer and Client agree that any and all disputes in any way relating to, or arising out of this Contract or the assignment, use, denial, change, or cancellation of Space or any other aspect of the Package, shall be submitted to the American Arbitration Association (**AAA**) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such disputes. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in New York, NY. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES BETWEEN THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL TO WHICH THEY MAY BE OTHERWISE ENTITLED.