

ISSA SHOW NORTH AMERICA | VIRTUAL & IN-PERSON EXHIBITOR CONTRACT | TERMS & CONDITIONS

1. Defined Terms

The term "Event" means ISSA Show North America 2020, currently scheduled to be held November 17 - 19, 2020 (the "Event Dates") at Mandalay Bay Convention Center, Las Vegas, NV USA (the "Exhibit Facility"). The Event is owned, produced and managed by Informa Exhibitions U.S. Construction & Real Estate, Inc. As used hereinafter, the term "IM" or "Informa Markets" means, collectively, Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

2. Contract Acceptance

This Contract shall become binding and effective only when it has been signed by Exhibitor and accepted as valid by a duly authorized representative of Informa Markets. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. IM reserves the right to deny access to any company.

3. Qualifications of Exhibitor

IM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for commercial and residential cleaning industry. IM reserves the right to restrict or remove any exhibit which IM, in its sole discretion, believes is objectionable or inappropriate.

4. Assignment of Space

Initial space assignments will be made during the space draw. Contracts and deposits must be received on or before August 1, 2019 to qualify for the space draw. All contracts and deposits received after August 1, 2019 will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Events. IM may change the date of the space draw without notice. IM reserves the right to change the floor plan or the location of an Exhibitor's booth if IM in its sole discretion determines that to do so is in the best interest of the Event. IM will consider requests to keep certain companies from being next to each other; however, there is no guarantee that by making this request you will not be located next to one of these companies. IM assumes no responsibility in such instances.

5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IM.

6. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IM with evidence of receipt. If such written notice is received by March 1, 2020 prior to the opening date of the Event (November 17, 2020), then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered liquidated and agreed upon damages, for the injuries IM will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships, in each case at a time when other parties would be interested in such space and/or products, will cause IM to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IM receives written notice. IM reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location.

*Payments: A late fee may be incurred for any amounts that are past due.

7. Cancellation by Informa Markets / Payments

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, IM may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. IM shall have no obligation to refund monies previously paid. IM reserves the right to refuse Exhibitor permission to move in and set up if Exhibitor is in arrears of any payment due to IM. IM is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. IM reserves the right to terminate this contract at any time.

*CREDIT CARD: IM is a PCI compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. Exhibitor authorizes ISSA Show North America to charge to the credit card provided according to the Contract payment terms. If the credit card is declined, the Exhibitor acknowledges they are responsible for the full contracted amount. Cancellation and refund requests are subject Clause 6. Exhibitor acknowledges and agrees they are obligated to pay the credit card company in accordance with the credit card account agreement. Exhibitor agrees to resolve any inquiry or dispute concerning credit card charges ISSA Show North America. Exhibitor understands that all deposits/final payments are non-refundable. By executing Contract, it is confirmed that you have read and agreed to these terms. For security reasons, digital signatures are not accepted.

*WIRE/ACH: IM is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IM's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IM's designated bank account, you should verify the authenticity of the change with IM. If IM does not receive payment by the established due dates IM may immediately terminate this Contract.

8. Cancellation of the Event

If IM cancels the Event due to circumstances beyond the reasonable control of IM (such as riot, strike, civil disorder, act of war, act of God, terrorism, government mandated restrictions, or any cause whatsoever that is not within IM's reasonable control), IM shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by IM, in full satisfaction of all liabilities of IM to Exhibitor. IM reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If IM changes the name of the Event, relocates the Event to another event facility and/or city, or changes the dates for the Event to dates that are not more than 90 days prior or 13 months later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but IM shall assign to Exhibitor, in lieu of the original space, such other space as IM deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If IM elects to cancel the Event other than for a reason previously described in this paragraph, IM shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IM to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by IM. If Exhibitor fails to install its display in its assigned space by 4:00 PM November 17, 2020 or leaves its space unattended during the Exhibit hours, IM shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by IM.

10. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to IM a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and

product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IM promotional materials. IM shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. IM may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any IM promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

11. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. IM will charge the Exhibitor the cost to remove any items left post show.

12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of IM.

13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

14. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

15. Exhibitor Updates

IM will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

16. Authorization to Contact

Exhibitor acknowledges that IM shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by IM.

17. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by IM in its sole discretion. IM may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IM as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IM from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

18. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, IM shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IM. All exhibits must remain intact until the Event is officially closed.

19. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IM has contracted on an exclusive basis official contractor to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

20. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IM and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IM. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor.

Complex booth structures are defined as multi-story or those with a ceiling or canopy covering. Complex structures must submit a Certificate of Insurance with the coverages outlined in clause 25. Insurance and provide structural engineer approved plans.

Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

21. General Terms and Conditions

IM has sole control over show policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, IM in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of IM.

22. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IM nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IM nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

23. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IM), and hold IM and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under

this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

24. Limitation of Liability

Under no circumstances shall IM or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall IM's maximum liability under any circumstance exceed the amount actually paid to IM by Exhibitor for exhibit space rental pursuant to this contract. IM makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

25. Insurance

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation and employer's liability insurance complying with the laws of Illinois
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IM, shall be promptly furnished to IM. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IM. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

(B) Certificate of Insurance forms must be submitted to IM by all international exhibitors, exhibitors with complex booth structures (defined as multi-story or displays with a canopy/ceiling) and exhibitors hosting attendee interactive demonstrations.

(C) Since many international policies aren't valid in the United States, all international exhibitors are required to obtain insurance through ExhibitorInsurance.com, our designated insurance provider. The cost of the policy will be added to all international exhibitor contracts. Coverage is subject to underwriting review; review the Ineligible Risks to ensure coverage. Exhibitors can opt out of this coverage by providing a valid Certificate of Insurance satisfactory to IM with the necessary coverages.

26. Outside Exhibits/Hospitality Suites

Exhibitor is prohibited, without express written approval from IM, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IM sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through IM. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IM reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

27. Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. IM may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

28. Fire and Safety Laws

Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual; however, IM will not be responsible for any errors or omissions contained therein.

29. Sponsorship

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Clause 6 Cancellation by Exhibitor. Any cost incurred for any charges after the artwork is submitted will be the responsibility of the sponsor.

30. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IM in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IM of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

31. Lead Retrieval

Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Services Manual. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of IM.

32. Governing Law

This contract is governed by the laws of the State of Delaware as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Wilmington, DE.

INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS – VIRTUAL EVENTS

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 and 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

INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS – VIRTUAL EVENTS

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.

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

INFORMA MARKETS ADVERTISING AND DIGITAL TERMS AND CONDITIONS

1. Definitions

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

- 1.1. Advertising: any promotional or advertising element of the Package set out in the Booking Form, which may include, without limitation, both online/digital and offline/printed advertising and Client's sponsorship of and/or provision of content for viewable and/or downloadable digital content such as whitepapers and digital events (for example, webinars);
- 1.2. 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 Informa may choose in its sole discretion to accept;
- 1.3. Client: the person, company, organization, association or other entity set out in the Booking Form;
- 1.4. Conditions: these terms and conditions;
- 1.5. Contract: together, these Conditions and the Booking Form;
- 1.6. Data Protection Law: all laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data, where any element of the Package is provided and/or where Informa or Client is established;
- 1.7. Deliverables: any item, feature or output in the supply of the Package being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);
- 1.8. Directory: any online product and/or services directory;
- 1.9. Directory Content: all content, materials and other information that is contributed by Client, its Personnel or otherwise on Client's behalf (whether by uploading directly to the Directory or via any other means) for inclusion in the Directory;
- 1.10. Fees: the fees payable by Client for the Package set out in the Booking Form;
- 1.11. Force Majeure Event: any event or circumstance arising that is not within Informa'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);
- 1.12. Informa: the Informa Group legal entity stated in the Booking Form;
- 1.13. Informa Group: includes any entity whose ultimate parent company is Informa PLC;
- 1.14. 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;
- 1.15. Marketing Services: any marketing services element of the Package set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign);
- 1.16. 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, any logos, copy and artwork);
- 1.17. Package: the package of products/services purchased by Client set out in the Booking Form (which may include, without limitation, Advertising, Directories and/or Marketing Services), 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;
- 1.19. Publication: the publication, website, platform, media or other property (in digital and/or printed format) set out in the Booking Form in which the Advertising shall be placed; and
- 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.

2. Package

2.1. Once submitted to Informa, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. Informa 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 Informa 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 (and if no such payment terms are stated, all invoices are payable within thirty (30) days of Client's receipt of the same). Informa 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 Informa to Client for payment. In particular, Informa 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 Informa'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 Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse and/or withdraw the provision of any element of the Package, and/or (ii) charge interest on such overdue sum from the due date of payment at the annual rate of [xx]% above the base lending rate from time to time of [INSERT BANK], accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Informa 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 Informa 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), and (ii) all rules, regulations and instructions issued by Informa from time to time in connection with any element of the Package.
- 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 shall cooperate, in good faith, with Informa in all matters relating to the Package. Without limitation, Client shall provide Informa with all information as Informa may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.4. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) shall constitute confidential information of Informa and Client undertakes that it shall not at any time disclose the same to any third party.
- 4.5. Client acknowledges and agrees that use of any element of the Package that is hosted on a website shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on such website. 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 such website), Informa reserves the right without liability to suspend Client's use of, access to, coverage within and benefits related to such website.

5. Client's commitments in respect of Materials

- 5.1. Client shall: (i) provide Informa with all Materials within any deadlines specified by Informa, and (ii) comply with Informa's specifications and technical requirements in relation to all Materials. If Client does not, Informa reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Package shall remain due and payable in full).
- 5.2. 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 Informa 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 Informa'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 Informa system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

5.3. In relation to the Materials, Client: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Materials, and (ii) hereby grants to Informa a royalty-free, non-exclusive, worldwide license to use the Materials in connection with the provision of the Package. In relation to the Deliverables, unless otherwise set out in the Booking Form, Informa: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables (excluding the Materials), and (ii) hereby grants to Client a royalty-free, non-exclusive, worldwide license to use the Deliverables (excluding the Materials) for the purpose of receiving the Package.

5.4. Although Informa 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, Informa 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 Informa (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Informa reserves the right to reject any Materials at any time after receipt (regardless of whether or not similar Materials have previously been accepted and any such rejection shall not negate any payments due in connection with products/services previously supplied). Informa shall use its reasonable efforts to provide the Package in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.

5.5. If Client and/or any of its Personnel is in breach of this Contract, Informa 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 Package.

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. Informa 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 Informa 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 Informa in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Informa in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Informa 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 Informa in respect of Client's response to the same. Client acknowledges and agrees that Informa 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 Informa shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Informa's compliance with Data Protection Law.

7. Specific terms relating to Advertising

- 7.1. If Client purchases any Advertising as part of the Package, the terms of this Condition 7 shall apply.
- 7.2. Informa shall provide the Advertising and use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.
- 7.3. Unless otherwise set out in the Booking Form, proofs of Advertising shall not be provided to Client. Where proofs are provided to Client, Client shall provide any amendments as soon as reasonably practicable (and, in any event, within any deadlines specified by Informa).
- 7.4. Informa reserves the right, at its sole discretion, to place the word "advertisement" or a similar word or phrase alongside the Advertising to distinguish it from any editorial product.
- 7.5. Unless Client has paid a placement premium, the positioning of any Advertising is at Informa's sole discretion.
- 7.6. Client warrants, represents and undertakes that any Materials provided in connection with the Advertising: (i) shall comply with any and all codes of practice related to advertising, (ii) to the extent that they contain any investment or financial promotion, are duly approved/authorized as required under relevant legislation, (iii) to the extent that they contain information relating to Client's products and/or services, such information is limited to generic information only and is not advisory, and (iv) unless otherwise agreed with Informa in writing, shall not promote the products and/or services of any of Client's affiliates or any third party.
- 7.7. Without limitation to Condition 14.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa 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 provided in connection with the Advertising, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials provided in connection with the Advertising.
- 7.8. If the Booking Form refers to any requirements concerning separation or adjacency of any Advertising from or to any information and/or materials relating to Client's competitors (Adjacency Requirements), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable Adjacency Requirements. Notwithstanding the foregoing, Informa shall not be liable for any failure to comply with any Adjacency Requirement with respect to: (i) any Advertising placed in any location other than a Publication that is under Informa's sole control, (ii) any Advertising placed in any Publication that Client (or, for clarity, any of Client's Personnel) is aware, or should reasonably be aware, may contain content in potential violation of such Adjacency Requirement, or (iii) any user-generated content. For the avoidance of doubt, nothing in this Contract shall generally prevent Informa from providing Advertising or similar products/services to any other person at any time (including, without limitation, Client's competitors).
- 7.9. Where all or any part of the Advertising comprises online/digital Advertising: (i) Informa offers no guarantee against any Publication on the internet being interrupted or temporarily unavailable, (ii) Informa cannot control the generation of clicks on any Advertising. Although Informa uses certain methods to reasonably detect and filter certain click activity, it shall not be liable for click fraud, technological issues or other potentially invalid or non-human click activity that may affect click-based deliverables, and (iii) for impression-based deliverables (a) any timeframes set out in the Booking Form

are estimated timeframes, dependent on the level of traffic to any relevant Publication, and (b) any determination and/or calculation of impressions shall be based on Informa ad server reports, regardless of whether or not Client also utilizes an alternative third-party ad server. Client may not use any third-party ad server on any Informa websites, platforms, media or other property.

7.10. Where all or any part of the Advertising comprises Client's sponsorship and/or provision of content for a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Booking Form: (i) Informa shall have sole discretion over what the final content of the digital event shall be (including, without limitation, the inclusion or otherwise of any speakers and/or additional sponsors and/or additional content providers), and (ii) without limitation to Client's underlying rights in the Materials, all rights, title and interests in and to the digital event shall belong to Informa.

7.11. Informa's total liability to Client in connection with the Advertising, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Advertising only.

8. Specific terms relating to Directories

- 8.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply.
- 8.2. The length of time that Client is entitled to have its Directory entry live for, and the extent of its coverage within and benefits related to the Directory, shall be specified in the Booking Form.
- 8.3. Client acknowledges and agrees that all usernames and passwords used to access the Directory 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 Informa immediately of any unauthorized use of any usernames and/or passwords or any other breach of security regarding the Directory that comes to its attention.
- 8.4. All Directory Content must comply with these Conditions. Informa reserves the right to remove any Directory Content that it deems offensive, inappropriate, libelous or non-compliant with these Conditions. Client shall ensure that the Directory Content 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 Directory Content. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content and Informa shall not be liable for any such inaccuracies or non-compliance.
- 8.5. All Directory Content shall be considered non-confidential and non-proprietary. Client waived any moral rights in the Directory Content to the fullest extent permitted by law.
- 8.6. Client warrants, represents and undertakes that the Directory Content is: (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 Directory Content available to Informa for all the purposes specified in this Contract without restriction and that it does 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 it does 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 Informa's use of the Directory Content 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 it shall not cause any adverse effect on the operation of any Informa system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 8.7. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to the Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory.
- 8.8. Without limitation to Condition 14.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa 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 Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.
- 8.9. Informa cannot guarantee that the Directory shall operate continuously, securely or without interruption and Informa does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Informa reserves the right at any time to: (i) make changes or corrections and to alter, suspend or discontinue any aspect of the Directory, (ii) vary the technical specification of the Directory, and/or (iii) temporarily suspend Client's access to the Directory for the purposes of maintenance, upgrade or addressing any security concerns.
- 8.10. Informa's total liability to Client in connection with the Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Directory only.

9. Specific terms relating to Marketing Services
- 9.1. If Client purchases Marketing Services as part of the Package, the terms of this Condition 9 shall apply.
- 9.2. Informa shall provide the Marketing Services and use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.
- 9.3. Where the Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Informa's request Client shall: (i) maintain and deliver to Informa, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Informa with an updated Suppression List, in a format specified by Informa, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to the Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Client shall indemnify Informa against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Informa or any member of the Informa Group arising out of or in connection with any breach by Client of this Condition 9.3.
- 9.4. Informa's total liability to Client in connection with the Marketing Services, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Marketing Services only.

10. Limitation of rights granted
- 10.1. Client's rights in relation to the Package are strictly limited to those set out in this Contract. Client is not permitted to promote or advertise its association with Informa, except as expressly stated herein or with the prior written consent of Informa. 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.

11. Changes to the Package
- 11.1. Notwithstanding any other provision of this Contract, Informa reserves the right without liability at any time and for any reason to: (i) make reasonable changes to the format, content, position, rotation, size, style and timings (including, without limitation, the delivery schedule) of any element of the Package (which may include, without limitation, cancelling any element of the Package), and/or (ii) vary the content, layout and format of any of its publications, websites, platforms, media or other properties

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(including, without limitation, changing the URL of any of its websites) in its sole discretion. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Informa considers necessary to take account of the changes.

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.

12.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Informa, except where Informa has the right to terminate this Contract under Condition 13.1. Upon any such cancellation by Client, Client shall pay Informa such cancellation fees as are stated in the Booking Form.

13. Termination

13.1. Informa 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 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 and/or Informa into disrepute. Without prejudice to any other right or remedy it may have, in the event that Informa terminates this Contract pursuant to this Condition 13.1, Informa shall not be required to refund any Fees received from Client and Informa 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. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Informa: (i) determines in its absolute discretion that the provision of the Package to Client is not in Informa's legitimate commercial interests, and/or (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. In the event that Informa 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 Informa under this Condition 13.2 and all other liability of Informa is hereby expressly excluded.

13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa 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, 6.2, 7.7, 8.8, 9.3, 10, 12, 13, 14, 15 and 16 shall survive termination of this Contract.

14. Liability and indemnity

14.1. Informa does not make any warranty as to the Package in general, including, without limitation, in relation to the benefit or outcome (commercial or otherwise) that Client may achieve, or the type/level of audience that Client may reach, as a result of purchasing any element of the Package. Without limitation to the foregoing: (i) if the Booking Form refers to a "guarantee" (or similar promise) as to the number of leads, number of attendees, number of participants, number of clicks, number of impressions, viewability or any other matter (any of the foregoing, a Guarantee), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable threshold for such metric, and (ii) where applicable, Informa shall not be liable to Client to the extent that the volume of end contacts reached, contacted and/or provided to Client pursuant to the Package is less than anticipated as a result of Informa's compliance with Data Protection Law. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all terms, conditions, warranties, representations and undertakings relating to the Package that are not expressly stated herein.

14.2. Subject to Condition 14.5: (i) Informa shall not be liable to Client for any 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, whether caused by negligence, intentional act, accident, act of God or otherwise, and (ii) Informa's maximum aggregate liability to Client under this Contract or otherwise in connection with the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.

14.3. Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa or any member of the Informa Group arising out of or in connection with: (i) any third party claim that the receipt or use of the Materials in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (ii) any breach by Client of any law and/or code of practice related to advertising, and (ii) where Client receives any Data List as part of the Package, any failure of Client to comply with Condition 6.2.

14.4. Informa 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 14.4 shall excuse Client from the payment of the Fees under this Contract.

14.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.

14.6. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 14 are no more than is reasonable to protect Informa as the provider of the Package.

15. General

15.1. Client acknowledges and agrees that Informa 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 in connection with any part of the Package (including, without limitation, user or online behaviors and usage data relating to the Directory, any Publications and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client in connection with the Package (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Informa 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, Informa incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client into such products, services or works).

15.2. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

15.3. 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.

15.4. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.

15.5. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa. Informa 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. Informa shall be entitled, without the consent of Client, to sub-contract all of its obligations under this Contract to any member of the Informa Group or any third-party contractor assisting Informa with the facilitation of the Package.

15.6. 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.

15.7. 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 15.7 shall not affect the validity and enforceability of the rest of this Contract.

15.8. 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.

15.9. Informa reserves the right to set off any indebtedness of Client to Informa against any indebtedness of Informa to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.

15.10. 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. Informa 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.