

# EXHIBITOR TERMS AND CONDITIONS

## 1. DEFINITIONS

1.1 In these terms and conditions:

**Access Period:** (a) in connection with Your use of the Stand Space: the Exhibition Period, together with such 'build' and 'break' periods specified in the Exhibition Manual, and such other period during which Informa may make the Stand Space available to You; and (b) in connection with Your use of any Exhibition Services: such periods during which Informa agrees to make any space at the Venue available to You for use in connection with such Exhibition Services (as may be specified in the Order Form or otherwise notified to you by Informa).

**Agreement:** these terms and conditions, the Order Form and the Exhibition Manual.

**Cancellation Charge:** the charges set out in the Order Form payable for any cancellation of the Stand Space or of any Exhibition Services, which shall be a percentage of the total Fees.

**Confidential Information:** shall have the meaning given in Clause 20.

**Connected Person:** means Your Personnel, Your Stand Sharers and their Personnel, Your or Your Stand Sharer's holding companies, shareholders, subsidiaries and subsidiary undertakings of such holding companies and their respective directors, officers, employees and agents.

**Contractor Fees:** shall have the meaning given in Clause 7.7

**Data Protection Law:** the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Informa or the Customer processes personal data or is established.

**Devices:** means the visitor lead capture apps or barcode scanners.

**Directive:** the European Privacy and Electronic Communications Directive (Directive 2002/58/ EC).

**Exhibition:** the exhibition described in the Order Form.

**Exhibition Manual:** the manual provided by Informa prior to the Access Period setting out rules and regulations, specific set up and participation details relating to the Exhibition, as may be amended by Informa from time to time.

**Exhibition Period:** the duration of the Exhibition.

**Exhibition Services:** the additional services or products listed in the Order Form, that You have selected in the Order Form to purchase from Informa, including any selected Sponsorship Rights or Devices.

**Exhibitor Branding:** such branding as You may provide to us in connection with the Exhibition, including in connection with Your use of any Exhibition Services.

**Exhibits:** such objects and materials (including marketing and promotional materials) as may be displayed and/or distributed by You or on Your behalf.

**Fees:** the fees payable by You to Informa in connection with this Agreement, including the Stand Space Fee and any fees for ordered Exhibition Services as may be described in the Order Form.

**Informa:** the Informa entity named on the Order Form.

**Informa Branding:** such branding and materials as Informa may provide to You for use by You in connection with the Exhibition, including Your use of any Exhibition Services.

**Occurrence:** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

**Order Form:** the order form for Your participation in the Exhibition (including Your use of Stand Space and Your receipt of any Exhibition Services).

**Personal Injury:** death, bodily injury, illness, disease, mental impairment or injury, nervous shock, distress or mental anguish.

**Personnel:** any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by a party in relation to the Exhibition.

**Property Damage:** loss, destruction of, or damage to property including any accidental physical loss of amenities, trespass, nuisance or interference with any right of way, light, air or water.

**Regulation:** the General Data Protection Regulation (Regulation (EU) 2016/679).

**Reportable Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**Shell Scheme:** the stand frame and any other related structure or display for the Stand Space as offered by Informa or Informa's approved contractors, as may be more fully described in the Exhibition Manual.

**Sponsorship Event Materials:** any advertising or promotional materials or products produced by or on behalf of You in connection with any Sponsorship Rights, including those which associate You with the Exhibition.

**Sponsorship Rights:** any rights set out in the Order Form that are granted to You in connection with Your sponsorship of the Exhibition (if applicable).

**Stand Sharer:** any third party approved by Informa to share the Stand Space with You in accordance with Clause 10.1.

**Stand Space:** any area for exhibiting in the Venue licensed to You in accordance with this Agreement.

**Venue:** the venue at which the Exhibition is to be held, as set out in the Order Form.

**You or Exhibitor:** the entity identified as the Exhibitor in the Order Form.

1.2 Where the words include(s) and including are used in this Agreement, they are deemed to have the words "without limitation" following them.

## 2. APPLICATION AND AGREEMENT

2.1 You acknowledge and agree that a binding contract will be formed upon signature of the Order Form by You.

2.2 In the event of conflict between the various documents forming this Agreement between the parties the following order of priority shall apply: the Order Form; these terms and conditions; and then the Exhibition Manual.

## 3. LICENCE OF STAND SPACE

3.1 Informa permits You to occupy and use the Stand Space for the Access Period for the purpose of the Exhibition together with the right to use such other parts of the Venue for the purpose of access/egress to the Stand Space as Informa shall designate from time to time for such purpose, subject to the terms of this Agreement.

3.2 You shall not sub-licence the Stand Space, either wholly or in part, or otherwise part with, share possession of, or permit a third party to use, all or any part of the Stand Space without Informa's prior written approval.

## 4. SUPPLY OF EXHIBITION SERVICES

4.1 Informa shall supply, or grant You the right to use, such Exhibition Services as are selected in the Order Form and shall permit You to occupy and use such parts of the Venue as Informa shall designate for the Access Period for such purpose, in each case in accordance with the terms of this Agreement.

## 5. INFORMA'S RIGHT TO MAKE CHANGES

5.1 You acknowledge and agree that Informa may require changes and alterations to benefit and safeguard the value of the Exhibition as a whole. Subject to Clause 5.2, Informa reserves the right to determine and (acting reasonably) alter:

5.1.1 the location and/or size of the Venue;

5.1.2 the Exhibition Period;

5.1.3 the date or dates on which the Exhibition is to be held and its opening hours;

5.1.4 the name of the Exhibition;

5.1.5 the location and dimensions of the Stand Space;

5.1.6 the layout of the Exhibition generally;

5.1.7 the entrances and exits to and from the Exhibition; and

5.1.8 any other technical or administrative details in respect of the Exhibition.

5.2 In the event that Informa determines (acting reasonably) that any such changes or alterations are materially detrimental to You, Informa shall notify You and Informa may (at its discretion and without obligation) apply a pro rata reduction to the Fees or part of them to compensate You. Such compensation shall be Your sole remedy in this regard.

## 6. YOUR OBLIGATIONS

6.1 You shall, and shall procure that Your Personnel shall, at all times:

6.1.1 comply with all applicable laws, including the UK Bribery Act 2010 and any other local anti-corruption laws, statutes, regulations or codes;

6.1.2 act in a professional manner in accordance with this Agreement;

6.1.3 have and maintain all required licences, authorisations, permits, approvals and consents necessary for Your proper performance of this Agreement; and

6.1.4 not do anything to adversely affect the name, branding, trading image, reputation or business of Informa or the Exhibition.

6.2 You must ensure that all of Your Personnel, equipment and materials have been removed from the Venue by the end of the Access Period. If You fail to do so, Informa may (without prejudice to any other right or remedy that Informa may have) arrange for the removal of such Personnel, equipment and materials and recharge You directly for any expenses incurred in the event of such failure.

6.3 You shall comply with all requirements, laws, rules and regulations (including those set out in the Exhibition Manual) whether imposed by Informa, the operator of the Venue or any municipal, governmental or other competent authority.

6.4 You shall sinformaito Informa or its appointed representative details of all subcontractors and equipment to be used in connection with any rights granted to You under this Agreement. You shall sinformaito such information at least 60 days before the Access Period begins.

6.5 You shall not display Exhibits which are not connected to the Exhibition theme without Informa's prior written consent. If Informa determines, at its sole discretion, that an Exhibit is inappropriate for the Exhibition then You shall remove such Exhibit immediately upon receiving instructions from Informa.

6.6 You must not display Exhibits or act in a manner which would, in Informa's opinion, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other exhibitor. 6.7 Save as otherwise set out in this Agreement, You shall be responsible for obtaining appropriate consents and licences to use any intellectual property rights contained in any Exhibits or other materials You use in connection with the Exhibition and Your use of Exhibition Services.

6.8 You warrant that You and/or Your Personnel and/or Your Stand Sharers and their Personnel are (i) not incorporated in, owned or controlled (whether directly or indirectly) by a party incorporated in, or otherwise ordinarily a resident of one of the following embargoed territories: Cuba, Iran, North Korea, Sudan and Syria, and (ii) not designated on, or otherwise owned or controlled by a party designated on, any of the lists of sanctioned parties administered by the United States, European Union, United Kingdom and/or the United Nations.

## 7. FEES AND PAYMENT

7.1 You shall pay the Fees and the Contractor Fees in accordance with this Clause 7.

7.2 Unless otherwise agreed in writing between the parties, You shall pay the Fees on the earliest of the following events:

(i) within 30 days of the date of Informa's invoice for such Fees;

(ii) within any shorter payment period, from the date of Informa's invoice for such Fees, set out on the Order Form; or

(iii) not less than 7 days before the Access Period begins.

7.3 Time shall be of the essence regarding payment of Fees. Without prejudice to any other right or remedy that Informa may have, if You fail to meet any payment obligations, (including as to the amounts or dates of payment), then Informa may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or Exhibition Services (with effect from the date of such failure) and exercise Informa's rights pursuant to Clause 15.3 and/or Clause 17.1.

7.4 Unless otherwise stated, all Fees payable under this Agreement are exclusive of VAT or other relevant tax which, if applicable, shall be charged and payable at the rate prevailing from time to time.

7.5 If You fail to pay any Fees in accordance with Clause 7.2, then Informa may charge interest on the overdue amount from the due date for payment until payment is made, whether before or after judgment, at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis and being compounded quarterly.

7.6 If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of other EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be at Informa's sole discretion, who shall notify You of such change as soon as reasonably practicable.

7.7 You acknowledge and agree that certain services may be required by the Venue operator and/or Informa for the safe and efficient operation of the Exhibition, including connection to and consumption of utilities (e.g. electricity charges) and inspection of stand plans and auditing of the Stand Space. Such services shall be provided by contractors appointed by the Venue operator and/or Informa and it is a condition of this Agreement that You use such contractors for these services. Rates and charges for such additional services ("Contractor Fees") shall be set out in the Exhibition Manual or otherwise provided in writing by Informa prior to the Access Period. You shall be responsible for payment of Contractor Fees directly to the relevant parties.

7.8 You shall pay the Contractor Fees in accordance with the relevant contractor's payment terms. If You fail to pay the Contractor Fees in accordance with such terms, Informa may at its sole discretion (a) pay such Contractor Fees and recharge You directly for these; or (b) deem that You have cancelled Your order for Stand Space and/or the Exhibition Services (with effect from the date of such failure) and exercise Informa's rights pursuant to Clause 15.3 and/or Clause 17.1.

## 8. STAND SPACE

8.1 You shall sinformaito Informa or its appointed representative detailed plans for stands or displays (other than those using a Shell Scheme) and details of all subcontractors and equipment to be used within the Stand Space. You shall sinformaito such information at least 60 days before the Access Period begins. No construction may begin in the Stand Space without Informa's prior written approval (not to be unreasonably withheld or delayed).

8.2 If, in Informa's opinion, Your stand, Shell Scheme or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, Informa may at its sole discretion: (i) charge You for the extra space so occupied at the prevailing rate; (ii) require You to move or alter Your stand or Shell Scheme so that the allocated Stand Space is not exceeded; or (iii) require You to do any such other acts in order to comply with the terms of this Agreement (including the Exhibition Manual) and You agree to pay all costs and expenses related thereto.

8.3 Any materials used for building, decorating or covering stands or displays must consist of non-flammable material. You must comply immediately with all instructions given by the relevant authorities or Informa to avoid the risk of fire or any other risk of injury or damage to property.

8.4 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to visitors and other exhibitors, in all cases as determined by Informa at its sole discretion. You shall comply immediately with all instructions of Informa to remove or limit such nuisance or discomfort.

8.5 Informa, its appointed representatives and any other person having an interest in the Venue shall be entitled to access Your Stand Space without notice at all reasonable times during the Access Period, without incurring any liability whatsoever to You.

8.6 On each day that the Exhibition is open to visitors, You must occupy Your Stand Space no later than the opening time of the Exhibition. In the event that You fail to do so, then (without prejudice to Informa's other rights and remedies) Informa may, at its sole discretion, deem that You have cancelled Your order for Stand Space (with effect from the date of such failure) and exercise Informa's rights pursuant to Clause 15.3 and/or Clause 17.1.

8.7 Informa shall notify You of the opening hours for the Exhibition. During the opening hours You shall ensure that:

8.7.1 the Stand Space is adequately staffed by You or Your Personnel;

8.7.2 the Exhibits are all operational and/or displayed (as the case may be); and

8.7.3 You are ready and able to conduct business.

8.8 Subject to any other rights granted to You to display or distribute materials as part of any Exhibition Services, You may only canvass, and distribute and display materials, at the Venue on Your Stand Space. You may not canvass, or distribute or display any materials, placards, handbills, circulars or other articles, anywhere else at the Venue, except with Informa's prior written agreement.

## 9. EXHIBITOR'S REPRESENTATIVES AND PASSES

9.1 You shall supply in writing to Informa the name of at least one person authorised to be Your representative in connection with the installation, operation and removal of the stand and any Exhibits. You shall ensure that such person is available to be contacted by Informa at all times during the Exhibition Period and reasonably available at other times during the Access Period.

9.2 Access to the Venue and the Exhibition shall be restricted to those of Your Personnel in possession of passes to be issued by Informa or its appointed representative. Passes are non-transferable and no admission will be allowed unless a valid pass is presented. You must provide Informa or its appointed representative, by such date as may be notified by Informa, with a list detailing the Personnel who You wish to have access and the day(s) on which each person shall be in attendance (including Personnel involved with the construction and dismantling of the stand). Numbers of passes issued shall be at the reasonable discretion of Informa.

9.3 You shall be responsible and liable for the conduct of all Personnel and any other person associated or connected with You, and for any unauthorised use of the passes issued to You. Informa reserves the right, at its absolute discretion, to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other exhibitors and/or visitors. Informa may exercise such right notwithstanding that any such person is Your Personnel or otherwise connected or associated with You.

## 10. STAND SHARING

10.1 You may not share Your Stand Space with a third party except with the prior written approval of Informa. Requests for stand sharing must be sinformaito Informa using the "Stand Sharer Form" as may be made available by Informa, and any approval shall be conditional on the Stand Sharer agreeing to comply with the terms set out in the Stand Share Form. In particular, unless otherwise expressly agreed, You shall ensure that at least one of Your own Personnel is present at Your Stand Space at all times.

10.2 Notwithstanding any stand sharing arrangement, You shall remain fully and wholly liable for the full amount of the Fees, Contractor Fees and any Cancellation Charge. You shall procure that any Stand Sharer and its Personnel comply with this Agreement and You shall be responsible and liable for any act or omission of such Stand Sharer and its Personnel and subject to Clause 14 shall indemnify and keep fully indemnified Informa on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) that Informa may incur in connection with any Stand Sharer and its Personnel.

10.3 Notwithstanding Clause 10.1, Informa may, at its absolute discretion, make its approval of the proposed Stand Sharer subject to further restrictions as it sees fit.

## 11. SPONSORSHIP

11.1 If You are granted any Sponsorship Rights under this Agreement, the terms of this Clause 11 shall apply.

11.2 You shall:

11.2.1 exercise any Sponsorship Rights strictly in accordance with the terms of this Agreement;

11.2.2 use the Informa Branding and other branding materials provided by Informa strictly in accordance with this Agreement and the Exhibition Manual;

11.2.3 apply any legal notices as required by Informa or as set out in the Exhibition Manual on all Sponsorship Event Materials that use the Informa Branding; and

11.2.4 sinformaito Informa for its prior written approval samples of all Sponsorship Event Materials not less than 30 days before their production or distribution.

11.3 You shall immediately withdraw from circulation any Sponsorship Event Materials which do not comply with Clause 11.2.

## 12. USE OF BRANDING

12.1 Subject to Your compliance with the provisions of this Agreement and any branding guidelines set out in the Exhibition Manual or otherwise provided in writing to You by Informa, Informa hereby grants You a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of the Agreement and the end of the Exhibition Period, to use Informa Branding solely and strictly in the form provided to You and for the purpose of reasonably promoting, marketing and advertising Your participation in the Exhibition and/or in connection with any Sponsorship Rights that You are granted under this Agreement.

12.2 Subject to Informa complying with the provisions of this Agreement, You hereby grant Informa a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as Informa and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.

12.3 You shall indemnify, and keep fully indemnified, Informa against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Informa arising out of or in connection with:

12.3.1 any claim made against Informa by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with Informa's use of the Exhibitor Branding in accordance with this Agreement; and

12.3.2 any claim made against Informa by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsorship Event Materials. For the avoidance of doubt, any approval by Informa of the use of any Informa Branding on any Sponsorship Event Materials, relates only to the use of the Informa Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.

12.4 The Customer acknowledges and agrees that Informa, its employees and contractors may take photographs/videos/audio recordings of the Event which could include images/sounds of the Customer's employees and other representatives (the Content). The Customer hereby consents to and grants to Informa and its affiliates, the unrestricted, irrevocable, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the Content worldwide without any compensation. The Customer acknowledges that Informa is the sole and exclusive owner of all rights in the Content and hereby waives (a) any and all rights in and to such Content, and (b) any and all claims that the Customer may have relating to or arising from the Content or its use, without limitation to the foregoing. You further agree that Informa and its affiliates shall have the perpetual, worldwide, royalty-free, non-exclusive 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 information related to Your products that is made available to Informa or its affiliates at or in connection with the Exhibition or any other events owned, organized, managed or operated by Informa or its affiliates, in each case whether prior to, concurrently with, or following Your submission of this Agreement.

12.5 Subject to Informa complying with the provisions of this Agreement, You hereby grant Informa a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as Informa and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.

12.6 You shall indemnify, and keep fully indemnified, Informa against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Informa arising out of or in connection with:

12.6.1 any claim made against Informa by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with Informa's use of the Exhibitor Branding in accordance with this Agreement; and

12.6.2 any claim made against Informa by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsorship Event Materials. For the avoidance of doubt, any approval by Informa of the use of any Informa Branding on any Sponsorship Event Materials, relates only to the use of the Informa Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.

12.7 The Customer acknowledges and agrees that Informa, its employees and contractors may take photographs/videos/audio recordings of the Event which could include images/sounds of the Customer's employees and other representatives (the Content). The Customer hereby consents to and grants to Informa and its affiliates, the unrestricted, irrevocable, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the Content worldwide without any compensation. The Customer acknowledges that Informa is the sole and exclusive owner of all rights in the Content and hereby waives (a) any and all rights in and to such Content, and (b) any and all claims that the Customer may have relating to or arising from the Content or its use, without limitation to the foregoing. You further agree that Informa and its affiliates shall have the perpetual, worldwide, royalty-free, non-exclusive 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 information related to Your products that is made available to Informa or its affiliates at or in connection with the Exhibition or any other events owned, organized, managed or operated by Informa or its affiliates, in each case whether prior to, concurrently with, or following Your submission of this Agreement.

12.8 Subject to Informa complying with the provisions of this Agreement, You hereby grant Informa a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as Informa and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.

12.9 You shall indemnify, and keep fully indemnified, Informa against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Informa arising out of or in connection with:

12.9.1 any claim made against Informa by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with Informa's use of the Exhibitor Branding in accordance with this Agreement; and

12.9.2 any claim made against Informa by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsorship Event Materials. For the avoidance of doubt, any approval by Informa of the use of any Informa Branding on any Sponsorship Event Materials, relates only to the use of the Informa Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.

12.10 The Customer acknowledges and agrees that Informa, its employees and contractors may take photographs/videos/audio recordings of the Event which could include images/sounds of the Customer's employees and other representatives (the Content). The Customer hereby consents to and grants to Informa and its affiliates, the unrestricted, irrevocable, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the Content worldwide without any compensation. The Customer acknowledges that Informa is the sole and exclusive owner of all rights in the Content and hereby waives (a) any and all rights in and to such Content, and (b) any and all claims that the Customer may have relating to or arising from the Content or its use, without limitation to the foregoing. You further agree that Informa and its affiliates shall have the perpetual, worldwide, royalty-free, non-exclusive 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 information related to Your products that is made available to Informa or its affiliates at or in connection with the Exhibition or any other events owned, organized, managed or operated by Informa or its affiliates, in each case whether prior to, concurrently with, or following Your submission of this Agreement.

12.11 Subject to Informa complying with the provisions of this Agreement, You hereby grant Informa a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as Informa and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.

12.12 You shall indemnify, and keep fully indemnified, Informa against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Informa arising out of or in connection with:

12.12.1 any claim made against Informa by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with Informa's use of the Exhibitor Branding in accordance with this Agreement; and

12.12.2 any claim made against Informa by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsorship Event Materials. For the avoidance of doubt, any approval by Informa of the use of any Informa Branding on any Sponsorship Event Materials, relates only to the use of the Informa Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.

12.13 In order to comply with health and safety regulations, no Exhibit or stand shall be packed, removed or dismantled during the Exhibition Period without Informa's prior written permission.

12.14 Informa reserves the right at any time, at its absolute discretion, to require You to promptly remove (or to itself remove) any Exhibit and equipment that Informa reasonably believes contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person, or infringe any third party's right (including intellectual property rights).

12.15 You will be liable for all storage, handling and disposal charges incurred by Informa (acting reasonably), which result from Your failure to promptly remove all Exhibits or Your other property from the Stand Space (and, where applicable, from elsewhere in the Venue) in accordance with this Agreement.

13.5 You must surrender any occupied Stand Space (and any other occupied space in the Venue) in its original condition. Subject to Clause 14, You shall indemnify and keep fully indemnified Informa on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) caused by You, Your Personnel or any Stand Sharer to the Venue, any Shell Scheme, and/or any possessions or property of other exhibitors.

#### 14. INDEMNITY

14.1 Subject to Clauses 14.2 and 14.3, Informa shall indemnify and hold harmless You, Your Personnel, Your Stand Sharers and their Personnel (but excluding any subcontractor involved with the construction and dismantling of the stand) (each an "Indemnified Party") against any third party claims for all losses, liabilities, costs, claims and expenses awarded against, paid by, suffered or incurred by the Indemnified Parties ("Claims") up to a maximum amount of GBP £2 million per Occurrence arising out of or in connection with any accidental Personal Injury or Property Damage caused by an Indemnified Party while under Your control suffered by a third party at the Exhibition as a result of the acts or omissions of any of the Indemnified Parties.

14.2 Informa shall determine, at its sole reasonable discretion, whether such Personal Injury or Property Damage is accidental in nature.

14.3 It is a pre-condition of the indemnity provided by Informa under Clause 14.1 that the Indemnified Party shall always:

14.3.1 take all reasonable steps to mitigate any loss which it may suffer or incur as a result of a matter that may give rise to a claim under Clause 14.1;

14.3.2 make no admission and take no action in respect of such Claims unless with Informa's consent (such consent not to be unreasonably withheld or delayed);

14.3.3 provide Informa with notice of such Claims as soon as reasonably practicable and in any event within five business days of receipt of the written notice of the Claims; and

14.3.4 give Informa the right to control the defence and settlement of such Claims, together with all reasonable co-operation, information and assistance with such defence or settlement as Informa may reasonably require.

14.4 This indemnity shall not apply in the event that the Claim (a) arises as a result of a breach by the Indemnified Party of this Agreement (or where the Indemnified Party is a Stand Sharer, of the terms set out in the Stand Sharer Form), including any failure to comply with the Exhibition Manual or (b) arises out of (i) the use of a motor vehicle or (ii) in respect of any internet liability or (c) arises out of the Indemnified Party's own property which is not in its charge or control.

14.5 In the event an Indemnified Party seeks an indemnity under Clause 14.1 in respect of a Claim, the Indemnified Party shall be required to pay an administration fee of GBP £500 (exclusive of VAT).

#### 15. EXHIBITOR'S CANCELLATION OR MODIFICATION OF STAND SPACE OR EXHIBITION SERVICES

15.1 You may, at any time prior to the Exhibition, cancel Your order for Stand Space and/or any Exhibition Services by providing written notice to Informa. Where You cancel Your order for Stand Space and/or any Exhibition Services under this Clause 15.1, You must pay the Cancellation Charge within 30 days of the date of Your written notice or within 14 days of Informa's invoice for such Cancellation Charge, whichever is the sooner.

15.2 You may request modifications to Your Stand Space and/or any Exhibition Services by sending a written request to Informa, stating the reason for the proposed modification, which Informa may reject, accept, or accept subject to conditions, at its sole discretion. Such conditions may include the payment of additional Fees (e.g. if the request is for additional requirements), or the payment of Cancellation Charges (e.g. if the request is for reduced Stand Space).

15.3 In the event that:

15.3.1 You provide notice of cancellation under Clause 15.1;

15.3.2 Your modification pursuant to Clause 15.2 results in a reduction of Stand Space and/or any Exhibition Services;

15.3.3 Informa deems that You have cancelled its requirement for the Stand Space and/or any Exhibition Services in accordance with Clauses 7.3, 7.8 and/or 8.6; and/or

15.3.4 You are in breach of this Agreement, Informa may, at its absolute discretion, (and without prejudice to any other right or remedy available to Informa) re-allocate or resell the Stand Space which had been allocated to You or the rights granted to You as part of any cancelled Exhibition Services. In the event that You request a modification to Your Stand Space and/or any Exhibition Services in accordance with Clause 15.2, and then subsequently cancel such modified Stand Space and/or any Exhibition Services, Informa may, at its sole discretion, apply the Cancellation Charge relevant to either (i) the original, unmodified Stand Space and/or any Exhibition Services; or (ii) the modified Stand Space and/or any Exhibition Services.

15.4 You hereby acknowledge that the Cancellation Charge represents a reasonable preestimate of the likely losses and costs that would be incurred by Informa as a result of Your cancellation and that it does not represent a penalty. For the avoidance of doubt, Informa is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where Informa is able to reallocate or resell the Stand Space or the rights granted in connection with the cancelled Exhibition Services.

#### 16. FORCE MAJEURE

16.1 Informa shall not be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond the reasonable control of Informa or the providers of the Venue including any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, export and/or financial control, sanction, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, the general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, exhibitions and/or public gatherings, or the Venue becoming unavailable and/or unfit for occupancy and/or use ("Force Majeure").

16.2 In the event of Force Majeure which materially interferes with the holding of the Exhibition and/or the attendance by You and/or any other exhibitor or visitors, Informa may cancel, postpone or bring forward the Exhibition or change the Venue or alter the Exhibition. In all other cases, Informa shall be entitled to a reasonable extension of time for performing the relevant obligations.

#### 17. TERMINATION

17.1 This Agreement may be terminated by Informa at any time with immediate effect by written notice to You if:

17.1.1 the Exhibition is cancelled in accordance with Clause 16 above;

17.1.2 You commit a material breach of this Agreement which breach is irremediable or, if remediable, You fail to remedy the breach within the following periods after being notified to do so (a) 4 hours if during the Access Period, or (b) within 7 days if outside the Access Period;

17.1.3 You fail to provide satisfactory evidence of insurance cover in accordance with the provisions of Clauses 19 and 21;

17.1.4 You fail to pay any Fees or Contractor Fees in accordance with this Agreement;

17.1.5 You cease to carry on business, become insolvent or, enter into or are subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of You or any of Your assets, or suffer from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;

17.1.6 You, Your Personnel, or Your Stand Sharers or their Personnel, conduct itself themselves in such a way as to bring itself, the Exhibition or Informa or any member of Informa's group into disrepute (as determined by Informa acting reasonably), including any conviction(s) for any criminal offence; or

17.1.7 any export and/or financial control and/or sanction under any applicable legislation, rules or regulation affects You or any Connected Person.

17.2 If this Agreement is terminated under any of Clauses 17.1.2 to 17.1.7 inclusive above then:

17.2.1 Informa may re-allocate and/or resell the Stand Space or the rights granted in connection with the Exhibition Services;

17.2.2 all payments made in respect of the Stand Space and the Exhibition Services shall be retained by Informa and forfeited by You; and

17.2.3 Informa may invoice You for (and within 14 days of the date of such invoice You shall pay) the balance of the Fees and any loss or damage suffered or additional expenses incurred by or on behalf of Informa as a consequence of such termination.

17.3 Upon termination of this Agreement for any reason, You shall promptly remove all of Your, Your Personnel's, Your Stand Sharers and their Personnel's property from the Exhibition, failing which Informa may remove and at its option:

17.3.1 store such property at Your expense in accordance with Clause 13.4; or

17.3.2 treat such property as waste (regardless of the nature, value or condition of such items) and dispose of the property at Your expense in accordance with Clause 13.4.

17.4 Informa reserves the right to exercise a general lien over any of Your property in the Venue in respect of all monies, of whatever nature, including in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by You to Informa in connection with the Exhibition.

17.5 Without prejudice to Clauses 17.2 and 17.3, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including Clauses 7, 17, 18 and 20.

#### 18. LIMITATION OF LIABILITY AND INDEMNITY

18.1 This Clause 18 sets out the entire liability of Informa (including any liability for the acts or omissions of its Personnel) to You in respect of:

18.1.1 any breach of this Agreement;

18.1.2 any use made by You of the Stand Space;

18.1.3 any use made by You of any Exhibition Services; and

18.1.4 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

18.2 Neither Informa (nor any of its Personnel) shall be liable to You under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

18.3 Informa accepts no responsibility for any property that You or Your Personnel bring into the Venue, including all Exhibits. You shall be responsible for all such property, including insuring such property at Your own cost.

18.4 Subject to Clauses 14.1, 18.6, 22.5 below, Informa's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees payable by You for the relevant Exhibition (including the Exhibition Services) in connection with which such liability arises.

18.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

18.6 Nothing in this Agreement purports to exclude or limit either party's liability for death or personal injury, as a result of its fraud or fraudulent misrepresentation, or for any liability that cannot be excluded by law.

18.7 You shall indemnify and keep fully indemnified Informa on demand against all damages, losses, costs or expenses whatsoever suffered or incurred by Informa, or Informa's Personnel, as a result of any breach of any term(s) of this Agreement by You, Your Personnel or Your Stand Sharers and their Personnel.

#### 19. INSURANCE

19.1 Notwithstanding the indemnity provided under Clause 14.1, Informa may require You and Your Stand Sharers to obtain public liability insurance with a recognised insurer in relation to Your activities under this Agreement against Personal Injury and Property Damage by any cause whatsoever. If relevant, Informa will provide You with advance written notification of any requirements, and such insurance shall not be less than GBP £2 million per Occurrence.

19.2 You and Your Stand Sharers shall obtain all other insurances with a recognised insurer which are not referred to in Clause 19.1 in order to meet Your legal and regulatory obligations.

19.3 Upon request You shall provide written evidence of any insurance policy that Informa may require to be evidenced in accordance with Clause 19, to the satisfaction of Informa (determined at its sole discretion).

#### 20. CONFIDENTIALITY

20.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement, except that this provision shall not apply to Confidential Information which:

20.1.1 the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

20.1.2 comes into the public domain other than through the default or negligence of the receiving party; or

20.1.3 the receiving party is required to disclose by law or applicable regulatory authority.

20.2 Information regarding new exhibitions, new venues and financial data (including rates) relating to Informa shall in all cases be regarded as Confidential Information.

20.3 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

20.4 Each party shall ensure that its Personnel who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 20.

20.5 The provisions of this Clause 20 shall continue in force notwithstanding termination or expiry of this Agreement.

#### 21. SUB-CONTRACTOR INSURANCE

21.1 Subject to Clause 21.2, You shall ensure that any sub-contractors who are employed by You:

21.1.1 obtain public liability insurance with a recognised insurer in relation to their activities under this Agreement against personal injury, death and damage to or loss of property by any cause whatsoever. Such insurance level shall not be less than GBP £2 million per Occurrence; and

21.1.2 obtain all other insurances with a recognised insurer in order to meet their legal and regulatory obligations.

21.2 You shall provide written evidence of any relevant sub-contractor's public liability insurance policy and any other insurance policy that Informa may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of Informa (determined at its sole discretion) no later than sixty (60) days before the Access Period begins.

21.3 In the event that You enter into this Agreement less than sixty (60) days before the Access Period begins, You shall on the date of this Agreement provide written evidence of any relevant sub-contractors' public liability insurance policies and any other insurance policy that Informa may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of Informa.

21.4 In the event that You fail to provide satisfactory evidence of the insurance cover in accordance with Clauses 21.2 and 21.3, Informa may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or any Exhibition Services (with effect from the date of such failure) and exercise Informa's rights pursuant to Clause 15.3 and/or Clause 17.1.

#### 22. VISITOR LEAD CAPTURE

22.1 If You order Devices (as described in the Order Form/Exhibition Manual) from Informa for use at the Exhibition, the terms of this Clause 22 shall apply. The Order Form may specify that it is compulsory to order Devices for use at the Exhibition.

22.2 You acknowledge that all Devices are provided by Informa's nominated third party supplier, N200 Limited or such other supplier as Informa may notify to You ("Device Supplier"). The Devices allow you to engage with the visitor lead capture services provided by Device Supplier, activation and use of the visitor lead capture services will require You to agree and adhere to the Device Supplier's terms of use, a link to these can be found in the Exhibition Manual. By agreeing to the Device Supplier's terms of use, this creates a separate contract between You and the Device Supplier for the use of such services. In the event that the Device Supplier exercises any right to terminate Your use of the lead capture services pursuant to its terms of use, all Fees in respect of the Devices You have paid are non-refundable.

22.3 You acknowledge and agree that You will obtain all required consents from visitors before using the lead capture services and/or Devices to scan their exhibition badge.

22.4 You acknowledge and agree that the Device Supplier will host all data collected by You in connection with the lead capture services in accordance with the Device Supplier's terms of use. In particular, You acknowledge and agree that the Device Supplier will be disclosing certain data that You collect using the lead capture services to Informa for the purposes set out in the Device Supplier terms of use.

22.5 You acknowledge and agree that all Devices are provided to You on our behalf by the Device Supplier. In the event of any fault, malfunction, failure or inaccuracy of the Device or other loss or damage arising in connection with the Device and/or any captured data, You should contact the Device Supplier to resolve any issues. Informa's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise to You arising in connection with such Device, service or data shall be limited to 100% of the Fees paid by You to Informa in respect of the Devices only. In respect of the Devices, this Clause 22.5 shall take precedence and prevail over anything to the contrary in Clause 18.4.

22.6 You will collect and return any Devices in accordance with the Device Supplier's instructions. Subject to Clause 14, You shall indemnify and keep fully indemnified Informa on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) that Informa may incur in connection with any Devices that are not returned or that are damaged.

22.7 You can order additional Devices from Informa by using the order form in the Exhibition Manual.

#### 23. GENERAL

23.1 **Assignment:** You may not assign, transfer or delegate to a third party, any of Your rights or obligations arising under this Agreement save that You may use official contractors pursuant to Clause 7.7, or as may otherwise be approved by Informa. Informa may assign the benefit of this Agreement without notice to or consent from You.

23.2 **Notices:**

23.2.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or fax addressed to that other party at their registered address or such other address as notified by one party to the other in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by fax shall be deemed to be served immediately provided that in the case of fax the correct transmission report shall have been received by the sender.

23.2.2 As an alternative to the methods of service in Clause 23.2.1, during the Access Period any notice to be served on You may be delivered by hand to any of Your Personnel at the Venue.

23.3 **Set-off:** Informa reserves the right to set off any indebtedness of You to Informa against any indebtedness of Informa to You.

23.4 **No waiver:** No waiver by Informa of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of Informa. Informa's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to You.

23.5 **Cumulative remedies:** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

23.6 **Headings:** The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

23.7 **Relationship:** Nothing in this Agreement shall create a relationship of landlord and tenant between Informa and You or give You any interest in the Stand Space or any other space at the Venue other than in accordance with the licence set out at Clauses 3.1 and 4.1.

23.8 **Severability:** The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

23.9 **Entire agreement:**

23.9.1 This Agreement together with the documents referred to herein constitutes the whole agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any earlier agreements, heads of terms, memoranda or other agreement or understanding of any kind between the parties (whether written or oral) which in any way relate to the subject matter of this Agreement.

23.9.2 The parties agree that, save as expressly set out herein, neither party has relied on any statement or representation made by the other (whether innocently or negligently) in entering into this Agreement, and neither party shall have any liability for such unless such statement or representation was made fraudulently.

23.10 **Supplementary regulations and instructions:** Notwithstanding any other provision of this Agreement, Informa reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on You.

23.11 **Third parties:**

23.11.1 Except as expressly provided for under Clause 14.1 of this Agreement, no terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

23.11.2 Notwithstanding Clause 23.11.1, Informa and You may agree to vary or terminate this Agreement in accordance with its terms without the agreement of any party who may benefit from rights set out under Clause 14.1.

23.12 **Best practice:** Informa strives to achieve efficiency and excellence at the Exhibition by conducting its business operations in a sustainable manner. To help achieve this, You shall:

23.12.1 on Informa's request, provide a copy of a sustainability statement relating to Your business as an exhibitor at the Exhibition; and

23.12.2 on Informa's request, provide a copy of an anti-bribery policy relating to Your business as an exhibitor at the Exhibition; and

23.12.3 comply with all sustainability requirements set out in the Exhibition Manual or as otherwise notified to You by Informa (acting reasonably).

23.13 **Variation:** Informa, at its sole discretion, reserves the right to vary the terms of this Agreement if it considers such variation is required for the benefit of the Exhibition and/or You. You will be provided with advance written notification of the details of any variation prior to it taking effect.

#### 24. DATA PROTECTION

24.1 For the purposes of this Agreement and either party's processing of personal data in connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall 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 (i) 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 Agreement, 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 Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in cooperating with the other party in respect of any response to the same.

#### 25. GOVERNING LAW AND JURISDICTION

25.1 These terms and conditions shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or noncontractual) concerning this Agreement.