Informa Markets Sponsorship and Exhibition Terms and Conditions – Hybrid Events and Digital Products

1. Definition

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 refer-ence 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, organisation, association or other entity set out in the Booking Form that is purchasing the Package;

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 Organizer or Client processes personal data, where the Event takes place, where any element of the Package is provided and/or where Organizer or Client is established;

1.7. Devices: any visitor lead capture application or barcode scanner device;

1.8. Directory: any online product and/or services directory or other listing (whether exclusively featuring exhibitors, sponsors and attendees of the Event or otherwise and whether contained within the Platform or otherwise), which may include, without limitation, matchmaking functionality;

1.9. Directory Content: all content, materials and other information that is provided by Client and/or its Personnel (whether by uploading directly to a Directory or via any other means) for inclusion in a Directory;

1.10. Event: the exhibition, conference, show or other event organised by Organizer set out in the Booking Form;

1.11. Fees: the fees payable by Client for the Package set out in the Booking Form;

1.12. 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, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/ supplier failure, Venue damage or cancella- tion, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);

1.13. Informa Group: includes any entity whose ultimate parent company is Informa PLC;

1.14. Intellectual Property Rights: trade marks, 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 in- tellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;

1.15. Manual: any manual, service kit or guide provided to Client by Organizer in respect of the Event, as updated by Organizer from time to time;

1.16. Marketing Services: any marketing services element of the Sponsorship 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);

1.17. Materials: all content, materials and other information that is provided by Client and/or its Personnel (including, without limitation, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data);

1.18. Online Area: any virtual exhibition space and/or other online area within the Platform allocated to Client set out in the Booking Form;

1.19. Online Content: any promotional and/or advertising element of the Package that does not relate to an Event as set out in the Booking Form (which may include, without limitation, both online/ digital and offline/printed advertising and/or Client's sponsorship of, provision of content for and/ or delivery of viewable and/or down- loadable digital content such as whitepapers and digital events (for example, webinars and/or other content sessions) and/or other audience extension services);

1.20. Opening Date: the first date on which the Event is scheduled to be open to members of the public;

1.21. Organizer: the Informa Group legal entity set out in the Booking Form that is providing the Package;

1.22. Owners: the owners, management and/or operators of the Venue;

1.23. Package: the Space and/or Sponsorship and/or Directory and/or Devices and/or Online Area package purchased by Client in relation to the Event and/or any Online Content set out in the Booking Form, as may be updated by the parties from time to time;

1.24. 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 Event;

1.25. Platform: the online environment and/or technology solution via which certain elements of the Package will be made available by Organizer, which will be accessible via the Website;

1.26. Publication: the publication, website, platform, media and/or other property (in digital and/ or printed format) set out in the Booking Form on and/or in which the Online Content shall be placed;

1.27. Reportable Breach: any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;

1.28. Space: any physical exhibition space allocated to Client set out in the Booking Form;

1.29. Sponsorship: any sponsorship and/or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements, Marketing Services and/or opportunities to sponsor, contribute to and/or deliver content sessions);

1.30. Venue: the venue at which the Event is to be staged; and

1.31. Website: any website address and/or application, which will be made available by Organizer, via which the Platform will be accessible.

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 Cli- ent will be: (i) permitted to exhibit at or otherwise participate in the Event, (ii) assigned to a particular exhibit hall, section or location within the Venue, and/ or (iii) provided with the actual Package (including, without limitation, the 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 e-mail 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 liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/ or any of its Personnel arising out of or in connection with 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 entry to the Event, (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 annual rate of 4% above the Bank of England base rate from time to time, 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 in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes shall be paid solely by Cli- ent (in addition to the Fees). Client acknowledges and agrees that the rate of applicable VAT, GST, sales and/or service taxes shall be determined by reference to the products and/or services comprising the Package initially purchased by Client pursuant to this Contract. Any change to the format of the Event shall not change the tax treatment of the original supply. If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Organizer with a valid certificate evidencing payment. To the extent that a valid certif- icate is not provided, or to the extent that Organizer is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).

3.3. Client acknowledges and agrees that certain services may be required by the Owners and/ or Organizer for the safe and efficient operation of the Event, including, without limitation, connection to and consumption of utilities (for example, electricity) and inspection/health and safety auditing of exhibition stand/shell scheme plans. Such services shall be provided by contractors appointed by the Owners and/or Organizer and it is a condition of this Contract that Client uses such contractors for these services. Rates and charges for such services (Contractor Fees) shall be set out in the Manual or otherwise provided in writing by Organizer prior to the Opening Date. Client is solely responsible for payment of the Contractor Fees directly to each relevant contractor, in accordance with each relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance with such payment terms, Organizer may at its sole discretion: (i) pay such Contractor Fees itself and recharge Client directly for these, or (ii) deem that Client has committed an irremediable material breach of this Contract and exercise Organizer's rights pursuant to Condition 17.1.

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, trade sanctions, modern slavery and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and (iii) the provisions of the Man- ual, 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 Con- tract 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 in- convenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client.

4.4. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/ or the Event. 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 passports, visas and other necessary documentation for entry into the country or territory where the Event is held. If Client and/or its Personnel cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

4.6. Client is solely responsible for obtaining any licences, regulatory approvals, customs clearances or ot her nec- essary consents required for Client to participate in the Event and display its exhibits, including, without lim- itation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.

4.7. 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 Event, and/or (ii) displayed on the Event website, the Platform and/or the Website. Although Organizer shall take reason- able care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

4.8. All unauthorised filming, sound recording and photography of the Event, and all unauthorised tran smission of audio or visual material at the Event, 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 4.8, 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.

4.9. Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Event, 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 Event. Client acknowledges and agrees that Organizer is the sole and ex- clusive 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 Event, Client shall notify Organizer in writing.

4.10. Client acknowledges and agrees that all usernames and passwords used to access the Platform, the Website and/or any 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 Cli- ent shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and/or its Personnel). Client shall notify Organizer immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding the Platform, the Website and/or any Directory that comes to its attention.

4.11. 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.

4.12. Client warrants, represents and undertakes that any Materials and Directory Content 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, licence 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 and/or Directory Content (as applicable) available to Organizer in connection with the Package 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 defam- atory, libellous, 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 and/or Directory Content (as applicable) 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.

5. Data protection

5.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) (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 and/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 Re- portable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/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

5.2. Without prejudice to the generality of Condition 5.1, 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 the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or ser- vices as facilitated by the Package, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communi- cation 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 any part of a Data List to the extent that it is legally permitted to do so and Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

6. Specific terms relating to Space

6.1. Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space.

6.2. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Space. Client is only per- mitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Venue.

6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Event, (ii) at all times during the Event to ensure that its Space (and exhibition stand therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/items and other hazards (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Event.

6.4. Client shall not permit the display of any exhibits within the Space or otherwise at the Event that do not exclu- sively relate to Client's own commercial activities. Organizer reserves the right, without liability and at Client's risk and expense, to remove any exhibit and/or stop any display or demonstration which Organizer considers in its reasonable opinion: (i) contravenes any law and/or any applicable industry regulations/standards, (ii) constitutes counterfeit goods and/or infringes the Intellectual Property Rights of any third party, (iii) is likely to cause offence, and/or (iv) does not otherwise comply with these Conditions.

6.5. Unless the provisions of Condition 6.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing.

6.6. Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding of the Space.

6.7. 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 re- strictions 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, provid- ed that Client shall be solely 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). Unless otherwise agreed in writing by Organizer, Client shall ensure that at all times during the Event its exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.

6.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the prior written consent of Organizer. Without limitation to the foregoing, Client is forbidden to bring alcoholic beverages into the Venue without the prior written consent of Organizer (and, if consent is granted, corkage fees may be required).

6.9. Except in connection with any Event that is open to consumers and/or with the prior written consent of Orga- nizer, retail sales (and the delivery of any associated products and/or services) are not permitted on the Event floor.

6.10. At such time after the close of the Event as Organizer may specify, or on any earlier termination of this Con- tract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense.

6.11. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, safety and/or security of the Event and/or any other attendee of the Event, Organizer reserves the right without liability to close Client's exhibition stand.

7. Specifi terms relating to Sponsorship (including, without limitation, Marketing Services)

7.1. 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, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

7.2. 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 colour matches in its incorporation of Materials and any colours 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 endeavours 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.

7.3. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details on the Platform, the Website and/or in connection with the creation of any materials relating to the Event. 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 re- move the same from the Platform, the Website and/or any materials relating to the Event cannot reasonably be justified by Organizer.

7.4. If all or part of the Sponsorship comprises Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliver to Organizer, 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 Organizer with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and under- takes 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 Organizer against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regula- tory action or fine) suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 7.4.

7.5 Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 7, Organizer reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

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. The Booking Form may specify that it is mandatory for Client to purchase a Directory entry in connection with the Event.

8.2. The length of time that Client is entitled to have a Directory entry live for, and the extent of its coverage within and benefits related to such Directory, shall be specified in the Booking Form.

8.3. All Directory Content must comply with these Conditions. Organizer reserves the right to remove any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content.

8.4. All Directory Content shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Directory Content to the fullest extent permitted by law.

8.5. If and to the extent that the Directory Content contains information relating to Client's products and/or ser- vices (images and details of which may be uploaded to a Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Directory Content relates exclusively to Client's own commercial activities.

8.6. Without limitation to Condition 18.5, Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with the Directory Content, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of the Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.

8.7. Organizer cannot guarantee that a Directory 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. Organizer reserves the right at any time and for any reason to: (i) make alterations and/or cor- rections to, suspend and/or discontinue any aspect of any Directory, (ii) vary the technical specification of any Directory, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

8.8. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel 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.

8.9. Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

8.10. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to any Directory.

8.11. Organizer's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only.

9. Specifi terms relating to Online Content

9.1. If Client purchases any Online Content as part of the Package, the terms of this Condition 9 shall apply.

9.2. Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.

9.3. Unless otherwise set out in the Booking Form, proofs of any Online Content 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 Organizer).

9.4. Organizer reserves the right, at its sole discretion, to place the word "advertisement" and/or a similar word or phrase alongside the Online Content to distinguish it from any editorial product.

9.5. Unless Client has paid a placement premium, the positioning of any Online Content is at Organizer's sole discretion.

9.6. Client warrants, represents and undertakes that any Materials provided in connection with the Online Content: (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/authorised 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 Organizer in writing, shall not promote the products and/or services of any of Client's affiliates and/or any third party.

9.7. If the Booking Form refers to any requirements concerning separation or adjacency of any Online Content from or to any information and/or materials relating to Client's competitors (Adjacency Requirements), such language shall be deemed only to require Organizer to make commercially reasonable efforts to achieve the applicable Adjacency Requirements. Notwithstanding the foregoing, Organizer shall not be liable for any failure to comply with any Adjacency Requirement with respect to: (i) any Online Content placed on and/ or in any publication, website, platform, media and/or other property other than a Publication that is under Organizer's sole control, (ii) any Online Content placed on and/or in any Publication that Client and/or any of its Personnel is aware, or should reasonably be aware, may contain content in potential violation of such Adjacency Requirement, and/or (iii) any user-generated content. For the avoidance of doubt, nothing in this Contract shall generally prevent Organizer from providing Online Content and/or similar products and/or ser- vices to any other person at any time (including, without limitation, Client's competitors).

9.8. Where all or any part of the Online Content comprises online/digital Online Content: (i) Organizer offers no guarantee against any Publication on the internet being interrupted and/or temporarily unavailable, (ii) Or- ganizer cannot control the generation of clicks on any Online Content and, although Organizer uses certain methods to reasonably detect and filter certain click activity, it shall not be liable for click fraud, technological issues and/or other potentially invalid and/or non-human click activity that may affect click-based deliver- ables, (iii) Organizer does not guarantee any particular rankings within search engine listings, and (iv) 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 Organizer ad server reports, regardless of whether or not Client also utilises an alternative third-party ad server. Client may not use any third-party ad server on any Organizer websites, platforms, media or other property.

9.9. Where all or any part of the Online Content comprises Client's sponsorship of, provision of content for and/ or delivery of a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Booking Form: (i) Organizer shall have sole discretion over all aspects of the format of the digital event and 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 Organizer.

9.10. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 9, Organizer reserves the right without liability to refuse and/or withdraw the provision of any element of the Online Content.

9.11. Organizer's total liability in connection with the Online Content, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Online Content only.

10. Specifi terms relating to Devices

10.1. If Client orders any Devices as part of the Package, the terms of this Condition 10 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the Event.

10.2. Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (Device Supplier). Devices enable Client to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require Client to agree and adhere to Device Sup- plier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Devices shall be non-refundable.

10.3. Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.

10.4. Client acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Supplier may be disclosing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use.

10.5. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 10, Organizer reserves the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to Device Supplier.

10.6. Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Suppli- er. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/ or any member of the Informa Group arising out of or in connection with any Devices that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Or- ganizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only.

11. Use of the Platform and the Website (including, without limitation, the Online Area)

11.1. Client shall not and shall procure that its Personnel shall not:
11.1.1. copy, reproduce, modify, create any derivative works from and/or reverse engineer any aspect of the Platform and/or the Website;
11.1.2. resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or to access and/or use the Platform and/or the Website to any other person;
11.1.3. use the Platform and/or the Website for anything other than their intended purpose and/ or in any manner other than in compliance with law and these Conditions;
11.1.4. infringe Organizer's Intellectual Property Rights or those of any third party in relation to its use of the Platform and/or the Website;
11.1.5. knowingly transmit, send or upload any data to the Platform and/or the Website that contains viruses and any other malware or corrupting elements of any kind;
11.1.6. use the Platform and/or 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 Plat- form and/or the Website;
11.1.7. use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform and/or the Website;
11.1.8. use any third party applications and/or software that interacts with the Platform and/or the Website without the prior written consent of Organizer; and/or
11.1.9. engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform and/or the Website.

11.2. Organizer cannot guarantee that the Platform and/or 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 Platform and/or 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 and for any reason to: (i) make alterations and/ or corrections to, suspend and/or discontinue any aspect of the Platform and/or the Website, (ii) vary the technical specification of the Platform and/or the Website, and/or (iii) temporarily suspend and/ or disable Client's and its Personnel's access to the Platform and/or the Website for the purposes of mainte- nance, upgrade or addressing any security concerns.

11.3. Client's ability to access and use the Platform and the Website requires one or more compatible devices with certain software and internet access (which shall be at Client's own cost), including, without limitation, a re- quirement to make updates/upgrades from time to time. High speed internet access is recommended. Client acknowledges and agrees that: (i) Client's ability to access and/or use the Platform and/or the Website may be affected by the performance of any of the foregoing elements, and (ii) Organizer shall not be liable to Client to the extent that Client is unable to access and/or use (in whole or in part) the Platform and/or the Website due to any of the foregoing elements. Client acknowledges and agrees that any system requirements prescribed by Organizer to enable Client to access and use the Platform and the Website, which may be changed by Organizer from time to time, are Client's responsibility to obtain and maintain.

11.4. Organizer does not guarantee or warrant that any content available for downloading from the Platform and/ or 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 partic- ular requirements for the accuracy of data input and output.

11.5. Client acknowledges and agrees that use of the Platform, the Website and/or any downloadable software thereon shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or the Website and/or any end user licence agreements indicated at the time of software download.

11.6. Client is solely responsible for its, and its Personnel's, actions and conduct while accessing and/or using the Platform and/or the Website and Client shall not, and shall procure that its Personnel shall not, engage in any harassing, threatening, intimidating, predatory or stalking behaviour in connection with the Platform and/or the Website.

11.7. Organizer shall be responsible for the development and set-up of the Online Area. Organizer reserves the right at any time to make such alterations to the Online Area as Organizer in its absolute opinion considers to be in the best interests of the Platform.

11.8. Client undertakes to: (i) be solely responsible for the customisation of the Online Area, and (ii) maintain the Online Area for the duration of Client's right to access the Online Area.

11.9. Client shall not permit the display of any Materials and/or other exhibits within the Online Area or otherwise on the Platform 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 regula- tions/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.

11.10. Client may not share the Online Area with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Online Area 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 Online Area, Client shall procure that any Online Area sharer and any Online Area sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Online Area in its entirety and shall be liable for any act or omission of any Online Area sharer and any Online Area sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Online Area sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.

11.11. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 11 (and/or any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or any end user licence agreements indicated at the time of software download), Organizer reserves the right without liability to cease to make the Online Area available to Client and/or suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website.

12. Visitor, delegate and Client's Personnel passes

12.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

13. Limitation of rights granted

13.1. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event 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 Event, and/or (ii) otherwise promote or advertise its association with the Event 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 licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Informa Group.

14. Changes to the Package

14.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to: (i) make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event; (ii) make reasonable changes to the format, content, posi- tion, rotation, size, style and/or 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 (iii) vary the content, layout and/or format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of any of its websites). If any such changes are made, subject to Condition 14.2, 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 such changes.

14.2. If a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or imprac- ticable for the physical, onsite and in-person (i.e. 'live') elements of the Event to be staged, any part of the Package that is contingent on such physical, onsite and in-person elements of the Event going ahead shall cease to be provided, but any part of the Package that is not contingent on such physical, onsite and in-person elements of the Event going ahead shall continue to be provided. The Fees shall remain due and payable in full, provided that: (i) any portion of the Fees that relates to any part of the Package that is contingent on the physical, onsite and in-person elements of the Event going ahead shall, at Client's election, either be (a) refunded, or (b) applied towards future spend with Organizer, which shall be contracted separately (such future spend to relate to products and/or services to be delivered within twenty four (24) months of the orig- inally scheduled Opening Date of the Event, otherwise Client's entitlement shall lapse and no refunds shall be provided), and (ii) any portion of the Fees that relates to any part of the Package that is not contingent on the physical, onsite and in-person elements of the Event going ahead shall be applied by Organizer in recognition of the provision of such part of the Package.

15. Cancellation and changing the dat e(s) of the Event by Organizer

15.1. Without prejudice to Condition 14.2, Organizer reserves the right to cancel the entire Event or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).

15.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the entire Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the Package and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 15.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

15.3 In the event that the entire Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall terminate without liability and the Package shall cease to be provided. 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.

15.4. Client acknowledges and agrees that the provisions of this Condition 15 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

16. Cancellation by Client

16.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save 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.

16.2. 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 Condi- tion 17.1. 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 Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 15.2.

17. Termination

17.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/ or any other agreement between Client and any member of the Informa Group and either the breach is irremediable or Client has not remedied the 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 Event 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 Event and/ or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Con- tract pursuant to this Condition 17.1, 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.

17.2 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 Event 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 entire Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 15.2. In the event that Organizer terminates this Contract pursuant to this Condition 17.2, 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 17.2 and all other liability of Organizer is hereby expressly excluded.

17.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's Personnel from the Event, suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it shall deem fit.

17.4. 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.

17.5. Conditions 1, 3, 5.2, 7.4, 7.5, 8.7, 8.12, 10.6, 13, 15, 16, 17, 18, 21 and 22 shall survive termination of this Contract.

18. Liability and indemnity

18.1. Organizer does not make any warranty as to the Event 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 Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or purchasing any element of the Package. Organizer further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making initiatives, trans- actions or other deals/arrangements with such other exhibitors, sponsors or attendees. 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 Event and the Package that are not expressly stated herein.

18.2. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within the Platform and/or the Website and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel 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 web- site.

18.3. Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-build- ing, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or Organizer's mandated, official or recommended con- tractors are the subject of a separate agreement between Client and the relevant contractor(s).

18.4. Subject to Condition 18.7: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event and/or Client's and its Personnel's access to and/or use of the Platform and/or the Website, (ii) neither Organizer nor any member of the Informa Group shall be liable 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, injury to, illness 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 and its Personnel under this Contract or otherwise in connection with the Event and/or the Package and/or Client's and its Personnel's access to and/or use of the Platform and/or the Website, howsoever arising, shall be limited to the total amount of the Fees paid by Client.

18.5. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Orga- nizer and/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, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, coun- terfeit goods) by Client and/or its Personnel at the Event and/or on the Platform and/or the Website and/or any Directory and/ or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Space and/ or the Online Area with any third party pursuant to Condition 6.7 and/or 11.10 (as applicable), any act or omis- sion of any such Space and/or Online Area sharer and/or such Space and/or Online Area sharer's Personnel.

18.6. 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 18.6 shall excuse Client from the payment of the Fees under this Contract.

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

18.8. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 18 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

19. Insurance

19.1. Subject to Conditions 19.2 and 19.3, Organizer shall indemnify and hold harmless: (i) Client and its Personnel, and (ii) to the extent that Client is permitted to share the Space pursuant to Condition 6.7, any Space sharer and its Personnel (but excluding in each case any contractors involved in the construction and dismantling of any exhibition stand) (each an Indemnified Party) against any third party claims for any loss, damage, cost, claim or expense 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 and/ or Property Damage caused by an Indemnified Party while under Client's control suffered by a third party at the Event as a result of the acts and/or omissions of any of the Indemnified Parties. For the purposes of this Condition 19: (i) Occurrence shall mean any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause, (ii) Personal Injury shall mean death, bodily injury, illness, disease, mental impairment or injury, nervous shock, distress or mental anguish, and (iii) Prop- erty Damage shall mean 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.

19.2. Organizer shall determine, at its sole reasonable discretion, whether any Personal Injury and/or Property Damage is accidental in nature.

19.3. It is a pre-condition of the indemnity provided by Organizer under Condition 19.1 that the Indemnified Party shall always:
19.3.1. 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 Condition 19.1;
19.3.2. make no admission and take no action in respect of such Claims unless with Organizer's consent;
19.3.3. provide Organizer with notice of such Claims as soon as reasonably practicable and in any event within seven(7) days of receipt of the written notice of the Claims; and
19.3.4. give Organizer the right to control the defence and settlement of such Claims, together with all reasonable co-operation, information and assistance with such defence and/or settlement as Organizer may reasonably require.

19.4. The indemnity provided by Organizer under Condition 19.1 shall not apply in the event that the Claim: (i) arises as a result of a breach by the Indemnified Party of this Contract, and/or (ii) arises out of (a) the use of a motor vehicle, (b) any internet liability, and/or (c) the Indemnified Party's own property which is not in its charge or control.

19.5. In the event an Indemnified Party seeks an indemnity under Condition 19.1 in respect of a Claim, the Indem- nified Party shall be required to pay an administration fee of GBP £500 (exclusive of VAT).

19.6. Notwithstanding the indemnity provided under Condition 19.1, Organizer may require Client and/or any Space sharer(s) permitted pursuant to Condition 6.7 to obtain public liability insurance with a recognised insurer in relation to their respective activities under this Contract (including, without limitation, during the move-in and move-out periods) against Personal Injury and Property Damage by any cause whatsoever. If relevant, Organizer shall provide Client with advance written notification of any requirements and such insur- ance shall be for not be less than GBP £2 million per Occurrence. Client and any Space sharer(s) permitted pursuant to Condition 6.7 shall further obtain all other insurances with a recognised insurer that are not referred to in this Condition 19.6 in order to meet their respective legal and regulatory obligations. Upon request, Client shall provide written evidence of any insurance policy that Organizer may require to be evi- denced in accordance with this Condition 19.6, to the satisfaction of Organizer (determined at its sole discre- tion).

19.7. Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against Personal Injury and Property Damage for not less than GBP £2 million per Occurrence. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request.

20. Sustainability

20.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

21. General

21.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

21.2. From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works.

21.3. Client acknowledges and agrees that Organizer and each member of the Informa Group shall have a per- petual, irrevocable, royalty-free, non-exclusive, worldwide licence 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 con- nection with the Event and/ or any part of the Package (including, without limitation, Event footfall, attendee, user or online behaviours and usage data relating to the Platform, the Website, any Directory, Devices 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 and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/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 and each member of the Informa Group 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, incorpo- rating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).

21.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties. 21.5. 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.

21.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event 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.

21.7. 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 Event and/or the facilitation of the Package.

21.8. 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.

21.9. 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 21.9 shall not affect the validity and enforceability of the rest of this Contract.

21.10. 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.

21.11. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Or- ganizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise. 21.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

21.13. This Contract is drafted in the English language and may not be translated into any other language without the prior written consent of Organizer. If Organizer permits the translation of this Contract into any other language, the English language version shall prevail.

22. Governing law and jurisdiction

22.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.