

**1. Definitions**

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

- 1.1. **Booking Form:** the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Show Management may choose in its sole discretion to accept;
- 1.2. **Calendar Year:** a full twelve (12) month period beginning on January 1 and ending on December 31;
- 1.3. **Client:** the person, company, organization, association or other entity set out in the Booking Form;
- 1.4. **Closing Date:** the last date on which the Show is scheduled to be open to members of the public;
- 1.5. **Conditions:** these terms and conditions;
- 1.6. **Contract:** together, these Conditions and the Booking Form;
- 1.7. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Show Management or Client processes personal data, where the Show takes place, where any element of the Package is provided and/or where Show Management or Client is established;
- 1.8. **Devices:** any visitor lead capture application or barcode scanner device;
- 1.9. **Directory:** any online product and/or services directory (whether exclusively featuring exhibitors, sponsors and attendees of the Show or otherwise);
- 1.10. **Directory Content:** all content, materials and other information that is contributed by Client, its Personnel or otherwise on Client's behalf (whether by uploading directly to the Directory or via any other means) for inclusion in the Directory;
- 1.11. **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 Show Management'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 cancellation, 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:** trademarks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the World;
- 1.15. **Manual:** any manual, service kit or guide provided to Client by Show Management in respect of the Show, as updated by Show Management from time to time;
- 1.16. **Materials:** all content, materials and other information that is provided by Client, its Personnel or otherwise on Client's behalf in connection with the Sponsorship (including, without limitation, its name, profile, any logos, copy and artwork);
- 1.17. **Opening Date:** the first date on which the Show is scheduled to be open to members of the public;
- 1.18. **Owners:** the owners, management and/or operators of the Hall;
- 1.19. **Package:** the Space and/or Sponsorship and/or Directory and/or Device package purchased by Client in relation to the Show set out in the Booking Form, as may be updated by the parties from time to time;
- 1.20. **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 Show;
- 1.21. **Reportable Breach:** any breach of security leading to the accidental, unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
- 1.22. **Show:** the Show, conference, show or other event organized by Show Management set out in the Booking Form;
- 1.23. **Show Management:** the Informa Group legal entity stated in the Booking Form;
- 1.24. **Space:** any exhibit space allocated to Client set out in the Booking Form;
- 1.25. **Sponsorship:** any sponsorship or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements); and
- 1.26. **Hall:** the venue at which the Show is to be staged.

**2. Package**

- 2.1. Once submitted to Show Management, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Show, (ii) assigned to a particular exhibit hall, section or location within the Hall, and/or (iii) provided with the actual amount of Space and/or Sponsorship requested. Show Management reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Show Management 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. Show Management 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 Show Management to Client for payment. In particular, Show Management shall not be responsible for any losses suffered by Client due to third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Show Management'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 Show Management's designated bank account, Client is required to verify the authenticity of the same directly with Show Management. Without prejudice to any other right or remedy it may have, if Show Management does not receive the Fees into Show Management's designated bank account in cleared funds by the due date for payment, Show Management shall be entitled to: (i) refuse Client and its Personnel entry to the Show, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the rate of 1.5% per month (18% per annum) or, if less, the maximum rate permitted by applicable law, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Show Management 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 Show Management shall receive the Fees net of any: (i) banking and other transfer of payment charges, and (ii) applicable taxes, including, without limitation, VAT, GST, sales, service or withholding taxes (**Taxes**), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).
- 3.3. Client acknowledges and agrees that certain services may be required by the Owners and/or Show Management for the safe and efficient operation of the Show, 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 Show Management 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 Show Management prior to the Opening Date. Client shall be 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, Show Management 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 Show Management's rights pursuant to Condition 15.1.

**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 and trade sanctions), (ii) all rules, regulations and instructions issued by Show Management 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 Manual, including, without limitation, all operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Show Management, the Owner and/or any other attendee of the Show, (ii) do anything which might adversely affect the reputation of Show Management, the Owners and/or the Show, and/or (iii) cause or permit any damage to the Hall 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 Show Management in all matters relating to the Package and/or the Show. Without limitation, Client shall provide Show Management with all information as Show Management 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 Show is held. If Client and/or its Personnel cannot attend the Show 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 licenses, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Show and display its exhibits, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by Client.
- 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 Show, and/or (ii) displayed on the Show website. Although Show Management shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

- 4.8. All unauthorized filming, sound recording and photography of the Show, and all unauthorized transmission of audio or visual material at the Show, by Client and/or its Personnel is expressly prohibited. Client and/or its Personnel agree: (i) to surrender to Show Management 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 Show Management unconditionally and immediately on the creation of such material.
- 4.9. Client acknowledges and agrees that Show Management and its Personnel shall be permitted to film, sound record and photograph the Show, 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 Show. Client acknowledges and agrees that Show Management is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Show Management 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 Show, Client shall notify Show Management in writing.
- 4.10. 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 Show Management and Client undertakes that it shall not at any time disclose the same to any third party.

## 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 (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Show Management 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 Show Management as part of the Package (a **Data List**), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for such purpose(s) as has been agreed with Show Management in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Show Management in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Show Management with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Show Management in respect of Client's response to the same. Client acknowledges and agrees that Show Management shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Show Management shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Show Management's compliance with Data Protection Law.

## 6. Specific terms relating to Space

- 6.1. Show Management reserves the right at any time to make such alterations in the floor plan of the Show or in the specification of the Space as Show Management in its absolute opinion considers to be in the best interests of the Show, 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 Hall. 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. Show Management permits Client to use the Space for the purpose of displaying exhibits at the Show. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Space. Client is only permitted 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 Hall.
- 6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Show, (ii) at all times during the Show to ensure that its Exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, Show Management 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 Show.
- 6.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. Works of art not approved by Show Management for any reason whatsoever may not enter or remain on the premises

of Show, be advertised in connection with Show, or offered for sale in conjunction with Show. Distribution of advertising material and solicitations of any sort shall be restricted to the Client's booth. Client's exhibit or products may not extend beyond the limits of the Client's booth and no part of any exhibit or product may extend into any aisle. No Client shall arrange its exhibit so as to obscure or prejudice adjacent Clients, as determined by Show Management. All demonstrations by Client must be located so that assembled crowds are within the Client's space and not blocking any aisle or neighboring exhibits. Show Management reserves the right, without liability and at Client's risk and expense, to remove any exhibit and/or stop any display or demonstration which Show Management 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 offense, 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, the shell scheme and Exhibition stand construction, branding and dressing.
- 6.6. Show Management shall be responsible for setting-up a shell scheme for Client's Exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding the Space.
- 6.7. Client may not share the Space with any third party without the prior written consent of Show Management (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Show Management). If and to the extent that Client is permitted to share the Space, Client shall procure that any Space sharer and any Space sharer's Personnel comply with this Contract, provided that Client shall remain responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). There will be a surcharge of \$500.000 for each approved co-Exhibitor. Unless otherwise agreed in writing by Show Management, Client shall ensure that at all times during the Show its Exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Client shall itself remain fully and wholly liable for the full amount of the Fees.
- 6.8. If Client and/or any of its Personnel is in breach of this Contract or is otherwise engaged in any activity that might jeopardize the safety of the Show or any other attendee of the Show, Show Management reserves the right without liability to close Client's exhibition stand.
- 6.9. Without limitation to the foregoing, Client is forbidden to bring alcoholic beverages into the Hall without the prior written consent of Show Management (and, if consent is granted, corkage fees may be required).
- 6.10. Except in connection with any Show that is open to consumers and/or with the prior written consent of Show Management, retail sales (and the delivery of any associated products and/or services) are not permitted on the Show floor.
- 6.11. At such time after the close of the Show as Show Management may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Hall and the Space shall be delivered to Show Management 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 Show Management at Client's risk and expense.
- 6.12. Client agrees to keep its exhibit open and staffed at all times during the Show hours. Failure to comply with the rules and regulations of this Agreement and as stated in the Manual will result in the alteration or removal of the booth at the Client's expense. Rental fees for services are not refundable. Certain additional charges may be required of each Client for extra wall construction, doors, booth lighting, additional signage and online catalog preparation. Service and administration charges are outlined in the Manual. All booth license and any supplemental charges must be paid in full prior to the show.
- 6.13. The Show shall have a uniform look. Any alterations in booth structure must be approved in writing by Show Management and will be at the expense of the Client. Request for additional wall partitions or special wall arrangements other than the standard amount furnished shall be submitted to Show Management no later than the scheduled dates, as outlined in the Client's Instructional Manual. All custom booths must be approved in advance by Show Management. Additional wall construction will incur an additional charge. Signage for the Show must be Show standard. No Client will be allowed to mount, display or post nonuniform signage without prior written approval. All furniture must be Show standard. No additional furniture, displays, storage units or similar furnishings will be allowed without prior written approval. All lighting must be Show standard and approved by Show Management. No unapproved individual Client lighting systems will be permitted at the Show. Cinema, video, audio, non-approved printed material and posters are not permitted at the Show.
- 6.14. Nothing shall be posted on, or tacked, stapled, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management, the hall manager or their assistants. Client shall not deface, injure or mar in any manner the facilities at the Hall. Client shall not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the facilities at the Hall or its furnishings or fixtures. Exhibitor acknowledges that Show Management and Hall Management reserve the right to remove all persons

and property from the facilities and premises not complying with Show Management or Hall Management rules without the necessity of or resorting to any legal proceeding.

- 6.15. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be included in the Exhibitor Service Manual. Such requirements shall be binding upon the Client as though fully set forth herein.
- 6.16. Movement of exhibits in and out of the Hall must be handled by official Show contractors. Client must remain with all artwork and/or their freight until the designated shipper has removed same from premises. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Client must make its own arrangements for transportation of exhibits and packing materials. Show Management cannot accept or sign for exhibits on behalf of the Client. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Service Manual. Clients will pay the cost of repairing any damage caused to the Hall facility by the Client and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Client's expense. No property may be removed from the Show before the Show ends.
- 6.17. All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Client's booth space must not block access to the exhibit or cover electrical wires or outlets. Client shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Client's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Client's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Client accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications. Client acknowledges that Show Management and Hall Management reserve the right to remove all persons and property from the Hall without the necessity of or resorting to any legal proceeding and at any time may eject unruly, disorderly or otherwise disruptive persons from the Hall, including the facilities licensed to Client and Client hereby waives any right or claim for damages in connection with the exercise by Show Management or Hall Management of this right.
- 6.18. A 24-hour security guard service is provided to prevent entry to exhibit area by anyone not authorized by Show Management or not wearing proper badges for admission to such areas. The security guard service supplied does not guarantee Client against loss, neither does it imply an assumption of liability for Client's property by the Hall or Show Management. Merchandise security passes with an authorized signature and/or passes issued by Show Management must be utilized. The above is for the protection of the Client and shall not be construed as any guarantee or indemnification whatsoever to Client against loss or theft or otherwise, nor does it imply an assumption of liability by the Show, Show Management, the Hall or Hall Management with respect to Client's property. Show Management requires that galleries, who are showing small objects on pedestals that can be easily removed by hand, order a closet for safe storage during non-show hours.
- 6.19. Should the authenticity of any work of art be placed in issue during the course of the Show, Show Management reserves the right to have said work withdrawn from the exposition unless the exhibitor can furnish a provenance suitable to Show Management in its sole discretion for the work in question. All such decisions are at the sole discretion of Show Management. Client is strictly accountable for the authenticity of the works of art which are shown or sold at the Show. The Client shall indemnify and hold Show Management and Informa Markets Art, LLC harmless against any claims whatsoever made with regard to the authenticity of any work, with regard to any misrepresentation or any irregularity made with respect to the sale of any artwork at the exposition, as well as any expenses incurred by Show Management, including attorney's fees. Clients are required to abide by all copyright laws. No copyright infringing items may be sold or offered for sale at the show. The sale of copyright infringing items is a material breach of this agreement. Suspected infringing items are subject to seizure by management (in its sole discretion) and will be held for the duration of the Show. Repeated violations of this prohibition are grounds for the closure of a booth. No refunds will be paid if a booth is closed for selling infringing works. Show Management will not be liable to Client for any refunds or in any other manner for the seizure of allegedly infringing works or the closure of a booth based on claims of copyright infringement. Client agrees to indemnify and hold management harmless from any damages, costs, expenses (including reasonable attorney fees), judgments and/or settlements which management incurs as a result of claims that Exhibitor is selling infringing items.

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

- 7.1. Client shall: (i) provide Show Management with all Materials within any deadlines specified by Show Management, and (ii) comply with Show Management's specifications and technical requirements in relation to all Materials. If Client does not, Show Management reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).
- 7.2. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance,

consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Show Management for all the purposes specified in this Contract without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Show Management's use of the Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Show Management system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

- 7.3. Although Show Management 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, Show Management cannot guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Show Management (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Show Management reserves the right to reject any Materials at any time after receipt. Show Management shall use its reasonable efforts to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 7.4. Client hereby grants to Show Management a royalty-free, non-exclusive, worldwide license to use the Materials and Client's details in connection with the creation of any materials relating to the Show. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Show Management may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Show cannot reasonably be justified by Show Management.
- 7.5. If Client and/or any of its Personnel is in breach of this Contract, Show Management reserves the right without liability to: (i) suspend or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

**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 compulsory for Client to purchase a Directory entry in connection with the Show.
- 8.2. The length of time that Client is entitled to have its Directory entry live for, and the extent of its coverage within and benefits related to the Directory, shall be specified in the Booking Form.
- 8.3. Client acknowledges and agrees that all usernames and passwords used to access the Directory are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be and remain liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorized by Client). Client shall notify Show Management immediately of any unauthorized use of any usernames and/or passwords or any other breach of security regarding the Directory that comes to its attention.
- 8.4. All Directory Content must comply with these Conditions. Show Management reserves the right to remove any Directory Content that it deems offensive, inappropriate, libelous or non-compliant with these Conditions. Client shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party. Client acknowledges and agrees that it is solely responsible and liable for any costs, damages, expenses or any other liability arising from the Directory Content. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content and Show Management shall not be liable for any such inaccuracies or non-compliance.
- 8.5. All Directory Content shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Directory Content to the fullest extent permitted by law.
- 8.6. Client warrants, represents and undertakes that the Directory Content is: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Directory Content available to Show Management for all the purposes specified in this Contract without restriction and that it does not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that it does not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Show Management's use of the Directory Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any

kind and that it shall not cause any adverse effect on the operation of any Show Management system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

- 8.7. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to the Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory.
- 8.8. Without limitation to Condition 16.4, Client shall indemnify Show Management against any loss, damage, cost, claim or expense suffered or incurred by Show Management or any member of the Informa Group arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.
- 8.9. Show Management cannot guarantee that the Directory shall operate continuously, securely or without interruption and Show Management does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Show Management reserves the right at any time to: (i) make changes or corrections and to alter, suspend or discontinue any aspect of the Directory, (ii) vary the technical specification of the Directory, and/or (iii) temporarily suspend Client's access to the Directory for the purposes of maintenance, upgrade or addressing any security concerns.
- 8.10. Client acknowledges and agrees that use of the Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which the Directory is hosted.
- 8.11. If Client and/or any of its Personnel is in breach of this Contract (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which the Directory is hosted), Show Management reserves the right without liability to suspend Client's use of, access to, coverage within and benefits related to the Directory.
- 8.12. Show Management's total liability to Client in connection with the Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Directory only.

## **9. Specific terms relating to Devices**

- 9.1. If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is compulsory for Client to order Devices for use at the Show.
- 9.2. Client acknowledges and agrees that all Devices are provided by Show Management'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 Supplier'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.
- 9.3. Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Show before using any Devices to scan such attendee's badge.
- 9.4. Client acknowledges and agrees that Device Supplier shall host all data collected by Client 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 shall be disclosing certain data that Client collects using the lead capture services to Show Management for the purposes set out in Device Supplier's terms of use.
- 9.5. Client acknowledges and agrees that all Devices are provided to Client on Show Management's behalf by Device Supplier. In the event of any fault, malfunction, failure or inaccuracy of any Device or any other loss or damage arising in connection with any Device and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Show Management that Client may have relating to or arising from any such issues. Show Management's total liability to Client 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.
- 9.6. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Show Management against any loss, damage, cost, claim or expense suffered or incurred by Show Management 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 or its Personnel.

## **10. Visitor, delegate and Client's Personnel passes**

- 10.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Show Management's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Show Management or the Owners) with passes for its Personnel (as applicable) who are working at the Show and such passes must be produced by such Personnel on request at the Show. Show Management 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.

## **11. Limitation of rights granted**

- 11.1. Client's rights in relation to the Show and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website the fact of its attendance and participation in the Show, including, without limitation, by providing a web link to the Show's website, provided that Show Management 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 Show, and/or (ii) otherwise promote or advertise its association with the Show and/or Show Management, except as expressly stated herein or with the prior written consent of Show Management. Nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of any member of the Informa Group.

**12. Changes to the Show**

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

**13. Cancellation and changing the date(s) of the Show by Show Management**

13.1. Show Management reserves the right to cancel or change the date(s) of the Show at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Show Management considers makes it illegal, impossible, inadvisable or impracticable for the Show to be held).

13.2. In the event that the date(s) of the Show are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Show, and/or where the Show is cancelled but is reasonably expected by Show Management to be held at any time in the next Calendar Year, this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Show on the new dates or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Show. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

13.3. Where the Show is cancelled and is not reasonably expected by Show Management to be held in the next Calendar Year, the terms of this Condition 13.3 shall apply:

13.3.1. if the Show is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 13.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees;

13.3.2. if the Show is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Show Management shall be entitled to retain an amount equal to 50% of the total Fees (the **Revised Fees**) from any portion of the Fees already paid or, where no Fees have been paid or where the portion of the Fees already paid is less than the Revised Fees, Show Management shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which shall become immediately due and payable, and (ii) after the deduction of the Revised Fees, at Client's election, any portion of the Fees already paid shall be either refunded or a credit note issued for the amount of Fees already paid and Client shall be released from paying any further portion of the Fees.

13.4. Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Show and all other liability of Show Management is hereby expressly excluded.

**14. Cancellation by Client**

14.1. In the event Client seeks to cancel this license for Show space, withdraw from the Show, or reduce its space requirements for the Show, Client acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise values for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Client must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Client cancels, withdraws or reduces its space requirements for the Show, Client agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Client. Such payment shall be liquidated damages and not penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. 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 Show and not any newly scheduled Opening Date of the Show that has been changed pursuant to Condition 13.2.

14.2. In the event of a space reduction, Client is responsible for the reduced space cost AND the space reduction fee set forth below. If a reduction of space is requested, Client's booth space on the Show floor may be moved in the sole discretion of Show Management. In the event Client fails to make any payments as contemplated herein, Client shall be deemed in default, and Show Management shall have the right to retain Client's deposit and all monies paid as Client's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. All amounts not paid when due shall bear interest at 1.5% per month or if lower, the maximum amount permitted by law. In the event of default by Client, Show Management shall have the right but not the obligation, to license the subject Show space to another Client



prior to the Show without any rebate or allowance whatsoever to the Client and without in any way releasing said Client from any liability hereunder, and said Client expressly agrees to pay Show Management the full sum set forth on the front hereof. In the event of any final non-payment by Client, Show Management shall have the right to impound Client’s artwork and revoke Client’s Show credentials until payment has been made in full. Client shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys’ fees, court costs, artwork storage, transportation, retrieval costs and interest. Any deposit remitted will be credited toward full payment of the license fees. However, if Client has an outstanding balance from a previous Informa Markets Art, LLC event or publication, such deposit and /or any payments received hereunder will be applied first to the oldest outstanding balance and the remainder to current license fees. Client remains responsible to pay the entire amount of this Agreement. Under no circumstances will payment balances be transferred to another event.

Written Notice Given	Cancellation Fees	Space Reduction Fees
More than 90 days before Opening Date	Deposit will not be refunded	
90 days or less prior to the Opening Date, even if selected to participate within 90 days prior to Opening Date	100% of total booth space cost	100% of total booth space cost

**15. Termination**

- 15.1. Show Management may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Informa Group and Client and either such breach is irremediable or Client has not remedied such breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Show 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 Show and/or Show Management into disrepute. Without prejudice to any other right or remedy it may have, in the event that Show Management terminates this Contract pursuant to this Condition 15.1, Show Management shall not be required to refund any Fees received from Client and Show Management 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.
- 15.2. Show Management may terminate this Contract without liability immediately at any time by written notice to Client if Show Management: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Show and/or not in Show Management’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 Show and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2. In the event that Show Management terminates this Contract pursuant to this Condition 15.2, 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 Show Management under this Condition 15.2 and all other liability of Show Management is hereby expressly excluded.
- 15.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Show Management reserves the right without liability to close Client’s Exhibition stand, remove Client’s Personnel from the Show, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client’s risk and expense). Show Management shall be free to re-sell any aspects of the Package as it shall deem fit.
- 15.4. 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.
- 15.5. Conditions 1, 3, 5.2, 7.4, 8.8, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

**16. Liability and indemnity**

- 16.1. Show Management does not make any warranty as to the Show 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 Show, (ii) the number of exhibitors, sponsors or attendees at the Show, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Show and/or purchasing any element of the Package. Show Management further does not make any warranty as to the condition of the Hall or any utilities that may be provided for use at the Hall. Except as set out in these Conditions, to the fullest extent permitted by law, Show Management excludes all terms, conditions, warranties, representations and undertakings relating to the Show and the Package that are not expressly stated herein.

- 16.2. Show Management shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any services supplied by third parties in relation to the Show 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-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' or Show Management's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 16.3. Subject to Condition 16.5: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's participation in and/or presence at the Show, (ii) neither Show Management nor any member of the Informa Group shall be liable to Client for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of or damage to the person, property (including but not limited to art) 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) Show Management's (and any member of the Informa Group's) maximum aggregate liability to Client under this Contract or otherwise in connection with the Show and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 16.4. Client shall indemnify Show Management against any loss, damage, cost, claim or expense suffered or incurred by Show Management or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client and/or any of its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client at the Show and/or the receipt or use of the Materials in connection with the Sponsorship constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client to comply with Condition 5.2, and (v) where Client shares the Space with any third party pursuant to Condition 6.7, any act or omission of any such Space sharer and such Space sharer's Personnel.
- 16.5. Without prejudice to Condition 13.3, Show Management 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 16.5 shall excuse Client from the payment of the Fees under this Contract.
- 16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Show Management as the Show Management of the Show and the provider of the Package.

## **17. Insurance**

- 17.1. Client shall, at its own expense, secure and maintain for the entire duration of the Show (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Client and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Client's obligations under this Condition.
- Workers' compensation and employer's liability insurance complying with the laws of the state in which the Show is being held;
  - Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
  - Automobile Liability insurance (required if bringing automobiles into the Hall) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.
- 17.2. The Client's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds: (i) Informa Markets Art, LLC, Show Management and each of its direct and indirect subsidiaries and other affiliates and (ii) the Hall. Copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show Management, shall be promptly furnished to Show Management no later than OCTOBER 31, 2020. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Show Management. The Client shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Client's property, in each case releasing in full such carrier's subrogation rights.
- 17.3. Certificate of Insurance forms must be submitted to Show Management by all international exhibitors, exhibitors with complex booth structures (defined as multi-story or displays with a canopy/ceiling) and exhibitors hosting attendee interactive demonstrations.
- 17.4. Since many international policies aren't valid in the United States, all international exhibitors are required to obtain insurance through ClientInsurance.com, the designated insurance provider for the Show. The cost of the policy will be added to all international exhibitor contracts. Coverage is subject to underwriting review; Client must review the Ineligible Risks to ensure

coverage. Clients may be eligible to opt out of this coverage by providing a valid Certificate of Insurance satisfactory to Show Management with the necessary coverages.

- 17.5. Client shall further ensure that any contractors engaged by Client in connection with the Show comply with the insurance requirements specified in this Condition 17. Without limitation to the foregoing, Show Management shall be entitled, on request, to inspect such contractor's insurance policies evidencing compliance with the insurance requirements of this Condition 17.

**18. Sustainability**

- 18.1. Show Management strives to achieve efficiency and excellence at the Show 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 Show Management in writing (acting reasonably).

**19. General**

- 19.1. Show Management reserves the right to refuse any person entry to the Show or to remove any person from the Show at any time.
- 19.2. From time to time, Show Management, the Owner and their respective Personnel may enter the Hall to carry out works, repairs or alterations or for any other purposes which they deem necessary (**Works**). Show Management (and its Personnel) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client and/or any of its Personnel by reason of any matter relating to the Works.
- 19.3. Client acknowledges and agrees that Show Management and any member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Show and/or any part of the Package (including, without limitation, Show footfall, attendee, user or online behaviors and usage data relating to the 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 at or in connection with the Package, the Show and/or any other events owned, organized, managed or operated by Show Management 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, Show Management 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, Show Management incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client into such products, services or works).
- 19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 19.5. 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.
- 19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Show 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.
- 19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Show Management. Show Management 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. Show Management 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 Show Management with the staging of the Show and/or the facilitation of the Package.
- 19.8. 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.
- 19.9. 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 19.9 shall not affect the validity and enforceability of the rest of this Contract.
- 19.10. 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.
- 19.11. Show Management reserves the right to set off any indebtedness of Client to Show Management against any indebtedness of Show Management to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, email).

**20. Governing law and jurisdiction**

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

**21. Specific terms relating to Covid-19**

- 21.1. Notwithstanding any other provision of this Contract, the parties agree that to the extent that Client is prevented from participating in the Show as a direct result of: (i) mandatory government-imposed travel restrictions, and/or (ii) quarantine conditions, each related to Covid-19 that apply so as to prohibit persons in general (a) leaving the territory in which Client is based, (b) leaving the territory in which the Show is due to take place, and/or (c) travelling from the territory in which Client is based to the territory in which the Show is due to take place, the provisions of Condition 21.3 shall apply.
- 21.2. Notwithstanding any other provision of this Contract, the parties agree that to the extent that Show Management is forced to cancel the Show as a direct result of complying with a mandatory government-imposed order related to Covid-19, the provisions of Condition 21.3 shall apply. For the avoidance of doubt, if the date(s) of the Show are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Show in accordance with Condition 13.2, this shall not constitute cancellation of the Show.
- 21.3. Subject to the remainder of this Condition 21.3, if the circumstances set out in Condition 21.1 and/or Condition 21.2 apply, Client shall be entitled to elect that any portion of the Fees already paid shall be either: (i) applied to a future edition of the Show, or (ii) refunded. This Condition 21.3 shall only apply to monies that Client has paid directly to Show Management in respect of the Package. For the avoidance of doubt, this Condition 21.3 shall not apply to any monies paid to third party vendors/suppliers in respect of Show-related products/services (for example, design and build contractors, freight forwarders, hotels/housing partners and airlines), even if these third party vendors/suppliers are recommended or endorsed by Show Management. Client acknowledges that products/services provided directly by third party vendors/suppliers to Client in respect of Show-related products/services are the subject of a separate agreement between Client and the relevant provider(s). Client acknowledges and agrees that the provisions of this Condition 21.3 set out Client's sole remedy in the event that the circumstances set out in Condition 21.1 and/or Condition 21.2 apply and all other liability of Show Management is hereby expressly excluded.
- 21.4. This Condition 21 shall survive termination of this Contract.