SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Definitions and Interpretation

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

1.1 "**Agreement**" means these Conditions and the Application Form;

1.2 "**Application Form**" means the application form or order form to which these Conditions are attached setting out details of the Package or such other document setting out details of the Package as Informa shall choose in its absolute discretion to accept;

1.3 "**Calendar Year**" means a full twelve (12) month period beginning on January 1 and ending on December 31;

1.4 "**Client**" means the person, firm, company or entity set out in the Application Form;

1.5 "**Conditions**" means these sponsorship and exhibition terms and conditions;

1.6 "**Data Protection Law"** means the UK Data Protection Act 2018 or the Regulation and the Directive (if applicable), as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data or is established;

1.7 **"Device"** means any application or barcode scanner device provided by a Device Supplier (as defined below) to Client for the purposes of lead capture at the Event;

1.8 "**Directive**" means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);

1.9 "**Event**" means the event, conference, exhibition, show, webinar or other event (whether held in-person or virtually) organised by Informa as set out in the Application Form;

1.10 "**Event Site**" means the online environment and/or technology solution where certain elements of the Package will be made available to Client. The Event Site will be accessible via the Website or via applications (apps), including but not limited to Lead Insights and Streamly;

1.11 "**Exhibition Stand**" means a stand (or part of a stand) constructed by Informa or Client in the exhibition space in the Venue as set out in the Application Form;

1.12 "**Fees**" means the fees payable by the Client for the Package as set out in the Application Form;

1.13 "**Force Majeure Event**" means any event or circumstance that is beyond the reasonable control of Informa and ongoing at the time of the Event or, in Informa's opinion, is reasonably expected to be ongoing at time of the Event (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty);

1.14 "**Informa**" means the Informa Group entity that is the owner, organizer, operator and/or manager of the Event as stated in the Application Form;

1.15 "**Informa Group**" means Informa and any entities controlling or controlled by or under common control with Informa including without limitation each of their respective employees, officers, directors, agents and representatives;

1.16 "**Intellectual Property Rights**" means trade marks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;

1.17 **"Lead Insights"** or such other name that Informa uses to market the product from time to time means Informa's digital lead management platform that provides Client a centralized dashboard to track, analyse, and prioritize leads generated across Informa events and digital campaigns. Lead Insights will be accessible online and/or via digital applications;

1.18 "**Manual**" means any manual, service kit or guide provided to Client by Informa in respect of the Event, as updated by Informa from time to time;

1.19 "**Materials**" means all content, materials and other information that is provided by Client, its Representatives or otherwise on Client's behalf in connection with any element of the Package (including, without limitation, its name, profile, any logos, copy and other artwork);

1.20 "**Owners**" means the owners and/or management of the Venue;

1.21 "**Package**" means the services, including but not limited to Space, Sponsorship, digital product(s), Device and/or Event Site to be provided to Client by Informa in relation to the Event as set out in the Application Form;

1.22 "**Regulation"** means the General Data Protection Regulation (Regulation (EU) 2016/679);

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

1.24 **"Representatives**" means the employees, consultants, agents, contractors and other representatives (or any employee, consultant, agent, contractor or other representative thereof) of a party;

1.25 "**Space**" means (i) the exhibition space in the Venue; and / or (ii) the virtual exhibition space hosted on the Event Site, allocated to the Client by Informa (together with the ancillary services provided to the Client in connection with such virtual or exhibition space) as set out in the Application Form;

1.26 "**Sponsorship**" means the sponsorship element of the Package as set out in the Application Form;

1.27 **"Streamly"** means Informa's video streaming service platform which hosts multimedia recording(s) of the Event and other non-Event related content available for on-demand video streaming. Streamly is currently available at https://streamly.video/;

1.28 "**Venue**" means the venue at which the Event is physically held; and

1.29 **"Website"** means any website address and/or application made available by Informa where the Event Site will be accessible.

2. Application for the Package

2.1 Applications for the Package must be made on the Application Form provided to the Client by Informa. Informa may at its sole discretion choose to accept applications by other means but, in any event, these Conditions shall apply. The application for the Package is irrevocable by the Client.

2.2 Informa reserves the right to reject any Application Form or other application from any potential Client. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Informa to the Client (whether or not it is received).

2.3 These Conditions are the only terms on which Informa is prepared to deal with the Client and no terms or conditions endorsed upon, delivered with or referred to in any purchase order or similar document delivered or sent by the Client to Informa will form part of this Agreement.

3. Price and Payment

3.1 Unless other payment terms are set forth on the Application Form, the Client shall pay the Fees together with any Taxes within 30 days from the date of Informa's invoice or full payment shall become due immediately when invoices are raised within 30 days prior to the start date of the Event. Time shall be of the essence in respect of the payment of Fees.

3.2 Without prejudice to any other right or remedy that it may have, if Informa does not receive the Fees in cleared funds by the due date for payment, Informa shall be entitled to: (i) charge interest at the rate of 1.5% per month (or if less the maximum rate permitted by applicable law) accruing on a daily basis until the date of actual payment; and (ii) refuse access for the Client and its Representatives to the Event; and/or refuse to provide any element of the Package; and (iii) terminate this Agreement upon which the provisions of Condition 15.2 shall apply.

3.3 Informa shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa shall not be responsible for any losses suffered by Client due to third party fraud or misdemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Informa's designated bank account only shall satisfy Client's payment obligations under this Agreement. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa.

4. Taxes

It is the intent of the parties that Informa will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by the 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).

5. Client's General Obligations

5.1 The Client shall comply with all laws or regulations or guidelines of any competent authority (including, without limitation, all laws relating to anti-bribery, anti-corruption and trade sanctions) and any terms and conditions, Manual or reasonable instructions or directions issued by Informa or the Owners (including, without limitation, in relation to health and safety, data privacy or security (including information security) requirements).

5.2 The Client warrants that it has the right, title and authority (including, without limitation, that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Client has the requisite authority to do so.

5.3 The Client and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, Informa or any visitors/delegates to the Event. The Client and its Representatives shall comply at all times with Informa's Code of Conduct, as may be available on Informa's website from time to time.

5.4 Client is required to be adequately insured in relation to its activities under this Agreement.

5.5 If applicable, the Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Event is held. If the Client cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain payable in full.

5.6 The Client shall not (and shall procure that its Representatives shall not) do or permit anything to be done that which might adversely affect the reputation or brand of Informa, the Owners or the Event or make any statement that is defamatory, disparaging or derogatory to Informa, the Owners or the Event.

5.7 The Client shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Client or to the Event Site.

5.8 All items brought to the Venue or uploaded to the Event Site by or on behalf of the Client are done so at the Client's own risk and Informa does not accept them into its charge or control.

5.9 The Client agrees that it may not use the Event to leverage any other event in which the Client is a sponsor or participant.

5.10 Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event Site. Although Informa shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

5.11 Client is solely responsible for obtaining any licences, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Event and display its Materials, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client.

5.12 All unauthorised photography and the recording or transmitting of audio or visual material, data or information from the Event is expressly prohibited.

5.13 Client acknowledges and agrees that Informa Group and its Representatives shall be permitted to undertake multimedia recording at the Event, which may include, without limitation, recording the Client and its Representatives participating in the Event (the "**Content**"). Client agrees to make its Representatives aware of such permission for multimedia recording of the Content in advance of the Event. Client acknowledges and agrees (and shall procure that its Representatives acknowledge and agree) that Informa Group is the exclusive owner of all rights in the Content and hereby waives any and all: (a) rights in and to such Content, and (b) claims that Client or its Representatives may have relating to or arising from the Content or its use. Without limitation, Informa Group shall be permitted to use the Content anywhere in the world for promotional and all other purposes, without any payment or compensation.

5.14 Client acknowledges and agrees that the terms of this Agreement (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Informa, and Client undertakes that it shall not at any time disclose the same to any third party.

6. Specific Terms relating to Space

This Condition 6 shall only apply where Space is included in the Client's Package

6.1 Informa reserves the right to make alterations in the floor plan of the Event, the layout of the Event Site or in the specification for the Client's Space in its sole discretion and at any time, which it considers to be in the best interest of the Event including (without limitation) altering the size, shape or position of the Space. If the Space is materially reduced, the Client will receive a pro rata refund of the Fees payable in respect of the Space.

6.2 Informa permits the Client, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the Space and the Client acknowledges that it shall have no other rights to or interest in the Space.

6.3 The Client shall not permit the display of any materials or information that do not exclusively relate to the Client's commercial activities. Informa reserves the right to remove from the Exhibition Stand, the Space or the Venue, at the risk and expense of the Client, any exhibit or other item which Informa considers in its reasonable opinion (i) to be in contravention with applicable laws, regulations or the policies or procedures of Informa or of the Owners, (ii) infringes the Intellectual Property Rights of a third party, (iii) is likely to cause offence or annoyance or (iv) is otherwise inappropriate or which does not comply with these Conditions.

6.4 Where agreed by both parties and as specified on the Application Form, Informa or Client will be responsible for setting up the Space for the Client, including where applicable, an Exhibition Stand. The Client is solely responsible for all aspects of dressing and branding the Space including, without limitation, any Exhibition Stand (where applicable).

6.5 Client shall be liable to Informa or any third parties (as the case may be) for any claims relating to the set up of the Space including, without limitation, construction of the Exhibition Stand (where applicable) or any breach of Condition 5.1.

6.6 The Client may not sublet the Space (in whole or in part) to sub-exhibitors without the express prior

written consent of Informa. The Client shall provide a written request to Informa with full particulars of Client's proposed sub-exhibitors, including their names and business contact details, and Informa shall provide Client with written confirmation of its consent (if granted) within fourteen (14) days of receipt of Client's request. The parties acknowledge and agree that, if and to the extent that the Client is permitted to sublet the Space to sub-exhibitors under this Condition , the Client shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet and, in accordance with Condition 6.8, Informa reserves the right to charge the Client additional Fees as a condition to granting any such consent. In respect of any personal data relating to authorised sub-exhibitors under this Condition , Informa undertakes to collect, use and protect personal data in accordance with its privacy policy and comply with its obligations as a data controller under Data Protection Law pursuant to Condition 18.2. Client shall procure that its authorised sub-exhibitors comply with the obligations to which Client and its Representatives are bound under Conditions, 5, 6, 7, 8 and 10 (as applicable).

6.7 If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety (including without limitation the data security and information security) of the Event, exhibitors and visitors, Informa reserves the right to suspend or block (temporarily or permanently) access to the Space and remove or block the Client's Representatives from the Event without liability to the Client.

6.8 If the Client wishes to share the Space with any entity that is not a company within the Client's group of companies, it must obtain the prior written consent of Informa. Informa reserves the right to charge the Client additional Fees as a condition to granting any such consent.

The following Conditions 6.9 to 6.13 (inclusive) shall not apply to virtual exhibition Space

6.9 The Client is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of Informa.

6.10 The Client shall at all times ensure that the Exhibition Stand is staffed by competent personnel and is clean, tidy and well presented during Event opening times failing which Informa reserves the right without liability to arrange for this to be done at the Client's expense.

6.11 The Client undertakes to occupy the Space in time for the opening of the Event and not to close the Exhibition Stand prior to the end of the Event. In the event that the Client fails to comply with this Condition, Informa shall be entitled to terminate the Agreement and the provisions of Condition 15.2 shall apply.

6.12 From time to time, Informa, the Owner and each of their Representatives may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("**Works**"). To the fullest extent permitted by law, Informa, the Owner and each of their Representatives shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Client and/or its Representatives by reason of any act or omission relating to the Works.

6.13 Client is required to be adequately insured to have an Exhibition Stand. Unless local regulations require a higher minimum insured value as set out in the Application Form, the Client shall take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property, as those terms are defined by commercial general liability insurance policies, with limits of not less than £2,000,000 (or the local currency equivalent) per occurrence or per claim. Informa shall be entitled to inspect the Client's insurance policy on request.

7. Specific Terms relating to Client's Materials

7.1 The Client shall provide Informa with all Materials which Informa requires to perform its obligations under this Agreement within the deadlines specified by Informa and the Client shall comply with Informa's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadline and to the specifications required by Informa, Informa reserves the right to refuse to incorporate, print, publish, display or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.

7.2 The Client warrants that the Materials (i) are accurate and complete; (ii) are not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent; (iii) are not in any way illegal and that they do not contravene any applicable law or incite or encourage the contravention of any law; (iv) if provided in digital form, are free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Informa system, publication, website, platform, media or other property and/or on any users of any of the foregoing; and (v) together with all Intellectual Property Rights therein, are owned or duly licensed by Client and they do not infringe the Intellectual Property Rights of any third party.

7.3 While Informa will take reasonable care in relation to the production of material and information incorporating the Materials, Informa shall not in any event be responsible to the Client for any omissions, misquotations or other errors which may occur except where such losses arise as a result of Informa's gross negligence or wilful misconduct.

7.4 All Materials are subject to approval and acceptance by Informa. Informa reserves the right in its absolute discretion to reject any Materials at any time after receipt.

7.5 For the purposes of Sponsorship, Informa will use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Application Form. However, Informa shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation, to the size, position, section or issue of or date of publication) are made by Informa.

7.6 The Client hereby grants to Informa a non-exclusive, worldwide, royalty free licence to use the Materials in connection with the Event and in accordance with the Agreement. The Client also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the Agreement is terminated, Informa may at its discretion continue to use the name, logo or any other Materials or information provided by the Client after termination of the Agreement, where the time and cost does not allow Informa to remove, delete or cover over such name, logo or other material or information.

7.7 If the Client and / or any of its Representatives is in breach of the Agreement Informa reserves the right to refuse to use any Materials in relation to the Event or the Sponsorship or may remove or delete such Materials without liability to the Client.

8. Specific Terms relating to visitor or delegate passes for physical events

8.1 Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Informa's terms and conditions applicable to visitors and/or delegates in force from time to time. Only official visitor and delegate passes issued by Informa shall be valid for entry to the Event.

8.2 The Client will be supplied with passes for its Representatives that are working at the Event and such passes must be produced on request at the Event. Informa may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they areissued.

8.3 Informa may (at its sole discretion) refuse admission to, or eject from the Event, any Client Representative who fails to comply with these terms and conditions or who in the opinion of Informa represents a security risk, nuisance or annoyance to the running of the Event. Client shall procure that its Representatives comply with all reasonable instructions issued by Informa or the Owners at the Event.

9. Specific Terms relating to digital products

If and to the extent that the Package includes any digital products, the parties agree that the Informa Connect Digital Product(s) Terms and Conditions available at https://informaconnect.com/digital-product-terms-and-conditions/ are incorporated herein by reference and shall solely govern the provision of those digital products to the exclusion of all other terms set out herein. For the avoidance of doubt, these Conditions shall continue to apply to any parts of the Package that do not constitute digital products.

10. Access to and Use of the Event Site

This Condition 10 shall apply only where the whole or any part of the Event is provided in a virtual format, which includes where an Event Site is used.

10.1 Client undertakes to (i) be responsible for any technical requirements to enable Client and its Representatives to use the Event Site, and (ii) participate in the Event via the Event Site for the duration of the Event.

10.2 If applicable, the Client will be supplied with exhibitor accounts for its Representatives that are working on the Space hosted on the Event Site. Such accounts are only valid in the name of the Representative to whom they are issued. The Client may not permit access to the Space hosted on the Event Site to any third parties without the express prior written consent of Informa. The Client shall provide a written request to Informa with full particulars of Client's proposed virtual sub-exhibitors, including their names and business contact details, and Informa shall provide Client with written confirmation of its consent (if granted) within fourteen (14) days of receipt of Client's request and shall promptly thereafter issue delegate accounts for authorised virtual sub-exhibitors to Client. Such virtual sub-exhibitor accounts are only valid in the name of the person to whom they are issued. The parties acknowledge and agree that, if and to the extent that the Client is permitted to permit access to the Space hosted on the Event Site to any virtual sub-exhibitors under this Condition, the Client shall remain responsible for such virtual sub-exhibitors' use of the Event Site and shall be liable for any breach of the terms of the Agreement by any such third party. Informa hereby reserves the right to charge the Client additional Fees as a condition to granting any such consent. In respect of any personal data relating to authorised virtual sub-exhibitors under this Condition, Informa undertakes to collect, use and protect personal data in accordance with its privacy policy and comply with its obligations as a data controller under Data Protection Law pursuant to Condition 18.2. Client shall procure that its authorised virtual sub-exhibitors comply with the obligations to which Client and its Representatives are bound under Conditions 5, 6, 7, 8, and 10 (as applicable).

10.3 Where delegate accounts are issued as part of the Package, access to the Event Site is only available to employees of Client, are only valid in the name of the person to whom they are issued and access to a delegate account may not be shared internally or externally. Such accounts are issued subject to Informa's separate terms and conditions applicable to delegates in force from time to time.

10.4 Client is solely responsible for the security of any passwords issued by Informa for accessing the Event Site. Informa may cancel or suspend such passwords in the event of a breach of this Agreement.

10.5 Client shall (and shall procure that its Representatives) comply with all laws and regulations applicable to its access to and use of the Event Site including the terms of this Agreement and the Informa terms and conditions of website usage (https://informaconnect.com/terms-of-use/). Informa may monitor Client's use of the Event Site to ensure such compliance.

10.6 Informa cannot guarantee that the Event Site will operate continuously, securely, without errors or interruptions, or is free of viruses or harmful components, and Informa does not accept any liability on account of unavailability, interruptions, errors or viruses or harmful components. Client shall not (and shall procure that its Representatives shall not) attempt to interfere with the proper working of the Event Site and, in particular, shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. Client shall be responsible for making all arrangements necessary for Client and its Representatives to have access to the Event Site.

10.7 Informa does not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Event Site and Informa shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Event Site or any website or other resource referenced therein.

10.8 Client and its Representatives, when using any networking system or any community platform made available on the Event Site, which includes in particular the ability for users of Streamly to create and upload user generated content which includes any multimedia recording(s) or videos, posts, messages, or other materials, information or data that Client and its Representatives supply or upload to the Event Site ("**UGC**"), shall be bound by the following behavioural conditions: (i) where the Event Site is Streamly you agree that any information you enter is true and accurate to the best of your knowledge and will be considered non-confidential and non-proprietary and Client hereby waives (and shall procure that its Representatives waive) any moral rights in any UGC to the extent permitted by applicable law; (ii) you agree to respect other users of the services and shall refrain from contacting other users with untargeted announcements or requests; (iii) you shall not send messages, comment, upload or link to any material that is reasonably considered defamatory, offensive, harassing, misleading or unlawful content; and (iv) you shall not upload or link to content which violates a third party's Intellectual Property Rights or privacy rights. By providing UGC to the Event Site, Client hereby grants (and shall procure that its Representatives grant) to Informa and to each user of the Event Site a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to use that UGC for the purpose of operating, promoting, and improving the Event Site. The licences granted herein shall continue until the UGC is removed from the Event Site. Informa may use automated systems or filters that analyse the UGC where the Event Site is Streamly to help detect infringement and abuse, such as spam, malware, and illegal content. Informa reserves the right to monitor and track visits to the Event Site. If Informa reasonably believes that any UGC (i) is in breach of these conditions or (ii) may cause harm to Informa, our users, or third parties, Informa reserves the right to remove or take down some or all of such UGC but Informa does not have any obligation to do so. Where the Event Site is Streamly Informa may operate a notice and takedown system whereby users of the Event Site may report UGC or other content and request its removal from the Event Site. For the avoidance of doubt, where the Event Site is "partneringONE" and/or "partneringONEplus" (a business-to-business platform product that acts as a community through which users can network and contact each other to find potential business prospects) because the Event is within the life sciences vertical and organised by the EBD Group of Informa, any user generated content that Client and its Representatives supply or upload to "partneringONE" and/or "partneringONEplus" shall be considered proprietary to Client and its Representatives but non-confidential, save that Informa undertakes not to disclose such user generated content outside of the "partneringONE" and/or "partneringONEplus" platforms.

10.9 Client consents to Informa and the Informa Group using personal information of Client and its Representatives submitted to the Event Site within the Event Site and in ways necessary for the functioning of the Event (and warrants that it has in place the appropriate consents for its Representatives).

10.10 Client acknowledges and agrees that use of the Event Site shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Event Site, including

https://informaconnect.com/terms-of-use/ and any terms of use on www.Streamly.video from time to time.

10.11 Informa does not guarantee or warrant that any content available for downloading from the Event Site will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements.

10.12 Client must not:

(a) infringe Informa's Intellectual Property Rights or those of any third party in relation to its use of the Event Site;

(b) knowingly transmit, send or upload any data that contains viruses, Trojan horses, worms or any other harmful programs or similar computer code;

(c) use the Event Site in a way that could damage, disable, overburden, impair or compromise Informa's systems or security or interfere with other users; or

(d) interfere with, manipulate, damage or disrupt the Event Site.

10.13 Informa reserves the right at any time, and without notice to Client, to:

(a) make changes or corrections and to alter, suspend or discontinue any aspect of the Event Site;

(b) vary the technical specification of the Event Site;

(c) temporarily suspend Client's and its Representatives' and third parties' access to the Event Site for the purposes of maintenance or upgrade; and

(d) withdraw from the Event Site any of the Materials (or any part thereof).

10.14 Informa reserves the right to remove any messages, content or hyperlinks which it believes, in its sole discretion, breaches these terms and conditions and to temporarily or permanently block users who persistently breach these conditions. Informa shall not accept responsibility for the accuracy or reliability of the information submitted by other users and Informa shall not be held liable for any message or content sent or posted by a user of any Informa services.

10.15 Informa is under no obligation to oversee, monitor or moderate any interactive service which may be provided on the Event Site and, without limitation, Informa expressly excludes all liability for any loss, injury or damage whatsoever arising from the use by Client and its Representatives of any interactive service, whether the service is moderated or not.

11. Limitation of Rights Granted

11.1 The Client's rights in relation to the Event are strictly limited to those set out in the Package. The Client is not permitted to: (i) establish a website specifically relating to the Event; or (ii) other than in accordance with Condition 11.2, otherwise promote or advertise its association with the Event or Informa or undertake any promotional activity in connection with the Event or Informa in any way otherwise than as set out in the Package or with the prior written consent of Informa.

11.2 Nothing in Condition 11.1 shall prevent the Client from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. Informa may request for any reason at any time that the Client removes any such promotional material from its website and the Client shall be required to comply with any such request promptly. Except as expressly permitted herein, nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit Informa's or any member of the Informa Group's Intellectual Property Rights; or (ii) otherwise exploit any connection with Informa or any event run by Informa in any way.

12. Changes to the Event

Informa reserves the right at any time and for any reason to make changes to the format, content, venue and timings of the Event (including, without limitation, any installation and dismantling periods or conversion of part or the whole of a physical in-person event to a virtual event, and vice versa) without liability. If any such changes are made, this Agreement shall continue to be binding on both parties, provided that the Package may be amended as Informa considers necessary to take account of the changes. Informa will notify the Client of any such amendments to the Package as soon as reasonably practicable.

13. Change of Date or Cancellation of the Event

13.1 Without prejudice to Condition 20.1, Informa reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Informa considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held), in which case Conditions 13.2 and 13.3 (as applicable) shall apply.

13.2 Where the date(s) of the Event are changed to new date(s) that are within twelve (12) calendar months; or, where the Event is part of an annual series, the rescheduled Event replaces the series edition in the following Calendar Year, this Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) (or the Event in the following Calendar Year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse the Client from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Application Form.

13.3 Where the Event is cancelled and is not rescheduled in accordance with Condition 13.2 above the terms of this Condition 13.3 shall apply:

(a) if the Event is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 13.3(b) below apply), this Agreement will terminate without liability provided that, at Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Client will be released from paying any further proportion of the Fees;

(b) if the Event is cancelled as a result of a Force Majeure Event, this Agreement will terminate without liability provided that, at Client's election:

(i) Informa shall issue a credit note for 100% of the amount of Fees already paid and Client will be released from paying any further proportion of the Fees (such credit note may be applied against costs or fees relating to any alternative event, products or services provided by the Informa Group's Informa Connect division); or

(ii) Informa shall be entitled to retain an amount equal to 25% of the total Fees (the "**Revised Fees**") from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, Informa 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 will become immediately due and payable; and after the deduction of the Revised Fees any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees.

13.4 To the fullest extent permitted by law, Informa shall not be liable to the Client for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Client acknowledges that provisions of this Condition 13 set out the Client's sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by Informa and all other liability of Informa is hereby expressly excluded.

14. Cancellation by Client

14.1 The application for the Package is irrevocable by Client and, save as expressly stated in the Application Form, Client has no rights to cancel this Agreement. Save as expressly set out in this Agreement or in the Application Form, no refunds shall be given and the Fees shall remain due and payable in full.

14.2 To the extent that the Application Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Informa, except where Informa has the right to terminate this Agreement under Condition 15.1. Upon any such cancellation by Client, Client shall pay Informa such cancellation fees as are stated in the Application Form. For the purpose of determining any such cancellation fees, if the Event is rescheduled as a result of a Force Majeure Event the relevant dates shall be fixed by reference to the originally scheduled opening date of the Event and not the new opening date of any Event rescheduled pursuant to Condition 13.2.

15. Termination

15.1 Either party may terminate the Agreement at any time by written notice to the other if that other party: (i) has committed a material breach of any of its obligations under the Agreement and/or any other agreement between Client and any member of the Informa Group and has not remedied such breach (if the same is capable of remedy) within 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 Event); or (ii) goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Client's assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

15.2 Without prejudice to any other right or remedy it may have, in the event that Informa terminates the Agreement under the provisions of Conditions 3.2, 6.11 or 15.1 Informa shall not be required to refund any Fees received from the Client and Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. Informa shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.

15.3 Informa may terminate the Agreement without liability immediately at any time by written notice to the Client if Informa determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Event or Informa's legitimate commercial interests. In the event that Informa terminates the Agreement pursuant to this Condition 15.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the event of termination by Informa under this Condition 15.3 and all other liability of Informa is hereby expressly excluded.

15.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, Informa may prevent all access to the Space, remove any Sponsorship, and, if necessary, remove all Client property (including all Materials) from the Space at the Client's risk and expense and Informa shall be free to re-licence the Space and/or resell the Sponsorship elements of the Package.

15.5 Conditions 7.6 and 9 to 20 (inclusive) shall survive termination of the Agreement.

16. Liability and Indemnity

16.1 Informa does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of exhibiting at or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all conditions, terms, representations and warranties relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.

16.2 Informa Group shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not Informa sub-contractors) and services provided by the Venue owners. The Client acknowledges that services provided by Informa official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although Informa shall use reasonable care in selecting official or recommended contractors, Informa shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.

16.3 Subject to Condition 16.6: (i) Informa Group shall not be liable to Client for any indirect, consequential, special, incidental or punitive loss or damage, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage; (ii) Informa Group shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) Informa Group's maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.

16.4 The Client shall indemnify Informa Group and keep Informa Group fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client, its Representatives or its invitees.

16.5 The Client shall indemnify Informa Group and keep Informa Group fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by Informa Group as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Event; or (ii) Informa's receipt or use of the Materials constitutes an infringement of the Intellectual Property Rights of any third party or is in breach of any applicable law.

16.6 Nothing in these Conditions shall exclude or limit liability which cannot be excluded by the applicable law.

17. Confidential Information

For the purposes of this Condition 17 "**Confidential Information**" means information disclosed by a party (the "**Disclosing Party**") to another (the "**Receiving Party**") relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt

from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.

18. Data Protection

18.1 For the purposes of this Condition 18, the terms **personal data, controller, processor, processing, data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.

18.2 For the purposes of either party's processing of personal data in connection with this Agreement, and notwithstanding anything to the contrary contained in a Third Party Device Supplier's Terms of Use, the parties agree that each party acts as an independent data controller. 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 Agreement, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall 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. Client acknowledges and agrees that Informa may use Client's employee personal data to send information regarding Informa's future events, products and services. Individuals can opt out of these communications at any time. Informa collects, uses and protects personal data in accordance with its privacy policy, which can be found here: https://www.informa.com/privacy-policy/.

18.3 Without prejudice to the generality of Condition 18.2, Client acknowledges and agrees that if it receives any list containing personal data from Informa as part of the Package (including but not limited to any such lists and/or leads obtained through Lead Insights (each, 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 its own lawful business purposes in compliance with Data Protection Law, and, if applicable, as has been otherwise agreed with Informa in writing; (iii) securely delete or put beyond use all or any part of the Data List upon Informa's reasonable request or by such time as is required by Data Protection Law, whichever is earlier; and (iv) provide Informa with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Informa in respect of Client's response to the same. Client acknowledges and agrees that any Data List provided by Informa is provided "as is" and "as available," without any representations, warranties, or guarantees, express or implied, including without limitation regarding its accuracy, completeness, reliability, or suitability. Informa disclaims all liability for any errors, omissions, or inaccuracies in the Data List or resulting from use of the Data List by Client. Client acknowledges and agrees that Informa shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Informa shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Informa's compliance with Data Protection Law.

19. Specific terms relating to Devices

This Condition 19 shall only apply where a Device or where Lead Insights is included in or is a part of Client's Package.

19.1 If the Package includes Lead Insights, Client agrees to be bound by the Lead Insights Terms of Use available at https://leadinsights.informa.com/connect and any use policies applicable to Client's use of Lead Insights indicated on the Event website or the Lead Insight platform.

19.2 Client acknowledges and agrees that Devices may be provided by either Informa or by Informa's nominated third party supplier ("**Third Party Device Supplier**"), together with Informa, a "**Device Supplier**"). Devices enable Client to: (i) capture lead data by scanning Event attendee badges and (ii) engage with the captured leads through Lead Insights and/or through the services provided by the Third Party Device Supplier. Client shall adhere to Device Supplier's terms of use prior to the activation and use of the Devices and lead capture services.

19.3 Client acknowledges and agrees that Client shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge. Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) (collectively, "**Claims**") suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Representatives of this Condition 19.3.

19.4 For Devices provided by a Third Party Device Supplier, Client acknowledges, agrees, and understands that by agreeing to a Third Party Device Supplier's terms of use, this creates a separate contract between Client and the Third Party Device Supplier, and the activation and use of such Device and lead capture services shall be governed in accordance with Third Party Device Supplier's terms of use. Third Party Device Supplier is hereby authorized by Client to share or disclose lead data that Client collects using the Device provided by a Third Party Device Supplier with Informa so Informa can provide its Lead Insight services to Client, enrich Informa's first-party delegate data and use such data for other lawful purposes. Each of Client and Informa acknowledges and agrees that it acts as an independent data controller of such shared data.

19.5 Client shall directly contact Third Party Device Supplier to resolve any issues with the Third Party Device Supplier's Device. Client shall collect and return any Devices in accordance with Third Party Device Supplier's instructions. Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any Claims suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with any Third Party Device Supplier's Devices that are not returned or that are damaged by Client and/or its Representatives. Client hereby waives any and all claims against Informa that Client may have relating to or arising from the Third Party Device Supplier's Device or their services.

19.6 In the event that a Device Supplier exercises any right to terminate Client's use of the Device or lead capture services pursuant to its terms of use or due to Client's breach of the Device or lead capture services terms of use, all Fees paid by Client to Informa in respect of the Devices shall be non-refundable. In the event of a termination by the Device Supplier pursuant to the paragraph above, and to the extent Client's Package includes Lead Insights, Client acknowledges and agrees that any data collected through the Device Supplier's Device may no longer be accessible and Client shall not be entitled to a refund from Informa for Lead Insights due to such termination.

19.7 Informa's total liability in connection with any Devices supplied by Informa or with Lead Insights, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only (in the case of such Devices) and in respect of Lead Insights only (in the case of Lead Insights). INFORMA HAS NO LIABILITY WHATSOVER IN CONNECTION WITH ANY DEVICES SUPPLIED BY A THIRD PARTY DEVICE SUPPLIER.

20. General

20.1 Without prejudice to Condition 13, if, by reason of any Force Majeure Event Informa is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in this Condition 20.1 shall excuse the Client from the payment of the Fees under the Agreement.

20.2 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgment, objectivity or loyalty to the business activities and assignments under this Agreement.

20.3 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

20.4 If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail to the extent of such conflict. If and to the extent there is any conflict between these Conditions and the Digital Product(s) Terms and Conditions or the Lead Insights Terms of Use, the terms of these Conditions shall prevail to the extent of such conflict.

20.5 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.

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

20.7 A person who is not a party to the Agreement shall have no rights under or in connection with it.

20.8 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

20.9 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

21. Governing Law and Jurisdiction

The Agreement is governed by the laws of the State of New York, exclusive of the choice of law rules of any jurisdiction, and the Client submits to the exclusive jurisdiction of the federal and state courts located in the State of New York having subject matter jurisdiction. Nothing in this Condition 21 shall prevent or restrict Informa from pursuing any action against the Client in any court of competent jurisdiction. Both parties agree to waive any rights to trial by jury.