

**IBC TERMS OF SALE**

These terms of sale (“**Terms of Sale**”) shall apply to all services provided by the International Broadcast Convention, a partnership with its principal place of business at 3rd Floor, 10 Fetter Lane, London, EC4A 1BR (“**IBC**”) to its clients. No other terms and conditions apply to the provision of services by IBC, including those referenced on any of the client’s documentation, for example on its request for quotation or on its purchase order.

**1 INTERPRETATION**
**1.1 In these Terms of Sale:**

“**Agreement**” means the Agreed Application Form, these Terms of Sale, any applicable Service Specific Terms, and any other documents referred to in them (unless otherwise stated);

“**Agreed Application Form**” means an Application Form agreed between IBC and the Client in accordance with clause 2;

“**Applicable Laws**” means, in relation to a person or a product, means any applicable law, rule, regulation, regulatory requirement; any form of secondary legislation, resolution, policy guideline, concession, or case law; and any guidance, direction or determination that a party (or its relevant Affiliate) is bound to have regard to either: (a) in connection with this Agreement; or (b) in manufacturing, selling, distributing or otherwise marketing a product;

“**Application Form**” means any document, including an email or web form, which sets out the services IBC is to provide to the Client (subject to clause 2);

“**Client**” means the person identified as the recipient of services from IBC on an Application Form;

“**Data Protection Laws**” means the General Data Protection Regulation (EU) 2016/679, any amendment, consolidation or re-enactment thereof, and any legislation of equivalent or supplementing purpose or effect enacted in the United Kingdom (including the Data Protection Act 2018);

“**Exhibitor Space**” means physical space at an IBC Event;

“**Fee**” means the amount payable by the Client to IBC as set out in the Agreed Application Form;

“**Force Majeure Event**” means an event occurring or a set of circumstances arising which is beyond the reasonable control of IBC, including any actual, threat or apprehension of: act of god; war (including invasion, acts of foreign enemies, international hostilities, civil war, rebellion, revolution and acts of the military, or usurped power); riot; insurrection or civil commotion; terrorism; cyber terrorism; nuclear, chemical or biological contamination; sonic boom; outbreak of communicable, infectious or contagious disease, illness or epidemic; governmental regulation or action; national day of mourning; legal restriction; national or international embargo; seizure, destruction under quarantine or customs regulations, confiscation, nationalisation or requisition of property by government, public or local authorities; strike; labour dispute; fire; flood; tempest; cancellation or curtailment of transport to and from the relevant IBC Event (including air travel); failure or neglect of anybody or authority to supply electricity, power, gas or water; default of any supplier or sub-contractor; or requisition of the IBC Event venue by any national or local authority;

“**IBC Event**” means any event organised and marketed by IBC;

“**IBC365 Media**” means digital marketing services provided by IBC through the online platform marketed as “IBC365”, including by not limited to display advertising, sponsored content, webinars, and hosting of virtual product demonstrations;

“**Intellectual Property Rights**” means patents, trade marks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications or rights to apply for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

“**Losses**” means any and all losses, damage, liability, costs (including reasonable legal fees);

“**Party**” means IBC or the Client, as the context requires;

“**Personnel**” means, in relation to a person, all natural persons acting directly or indirectly on behalf of that person;

“**Service Specific Terms**” means those additional terms that apply under clause 3.2

“**Services**” means the services that IBC has agreed to provide to the Client on the Agreed Application Form; and

“**Sponsorship**” means either: (a) the right for the Client to market itself as affiliated with an IBC Event; or (b) IBC publicising the Client at an IBC Event, for instance in event brochures, as a breakout session host, with signage, or otherwise.

1.2 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.

1.3 A reference to a clause is to a clause of these Terms of Sale, and a reference to a paragraph is to a paragraph of a Schedule.

1.4 Wherever the words “**other**”, “**in particular**”, “**includes**”, “**including**” or “**for example**” are used in this agreement, they are to be construed without limitation.

1.5 A requirement in this Agreement that a communication be “**written**” or “**in writing**” includes email, but does not include facsimile.

1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.

1.7 In the event of conflict the following order of precedence shall apply, highest to lowest: (a) the Agreed Application Form; (b) Service Specific Terms; and (c) these Terms of Sale.

**2 FORMATION**

2.1 An Application Form shall not be binding on IBC until the Client has submitted the Application Form via the means provided on the Application Form and executed the Application Form via the means specified on the Application Form.

2.2 An Application Form shall be binding on the Client from the earlier of:

- 2.2.1 it submitting the Application Form in accordance with clause 2.1; and
- 2.2.2 it accepting an Application Form by conduct, including by making any payment in respect of the Services set out on that Application Form.
- 2.3 Except as otherwise stated in this Agreement (including in any Service Specific Terms), the Client may not cancel an Agreed Application Form.
- 3 SERVICE SPECIFIC TERMS**
- 3.1 These Terms of Sale contain terms and conditions that apply to all services offered by IBC. Additional terms and conditions apply, dependent on the Services purchased, as set out in this clause 3.1.
- 3.2 To the extent that the Services include:
- 3.2.1 Exhibitor Space, the parties shall have the rights and obligations set out in Schedule 1 (*Exhibitor Terms*);
- 3.2.2 Sponsorship, the parties shall have the rights and obligations set out in Schedule 2 (*Sponsorship Terms*); or
- 3.2.3 IBC365 Media, the parties shall have the rights and obligations set out in Schedule 3 (*IBC365 Media Terms*).
- 4 PAYMENT**
- 4.1 Unless otherwise stated in Service Specific Terms or agreed in writing by the parties:
- 4.1.1 IBC may invoice the Client for the Fee in advance; and
- 4.1.2 the Client shall pay any invoice validly issued to it by IBC under this Agreement using one of the methods stated on that invoice in cleared funds without deduction or setoff in accordance with the payment terms set out on the Agreed Application Form, in the relevant Service Specific Terms, or otherwise within 30 days of the date of that invoice.
- 4.2 The Fee is exclusive of all taxes and other charges imposed by government. Where such an amount is chargeable by IBC in respect of the Fee, IBC may add such amount to its invoice at the appropriate rate, and the Client shall pay such amount together with the invoiced Fee.
- 4.3 Where IBC has issued the Client with a voucher valid for the Services, IBC shall apply that voucher against the total Fee in respect of the relevant Services on Application Form. Where the voucher has a value greater than such Fee, the Client shall forfeit the remainder of the value of that voucher without any alternative.
- 4.4 IBC shall issue all invoices in the currency that the relevant Fee is stated in on the Agreed Application Form, and the Client shall pay all invoices in that currency.
- 4.5 If the Client fails to pay an amount due properly invoiced in accordance with this Agreement by its due date for payment, IBC may charge the Client:
- 4.5.1 interest on that sum, at 8% per annum above the base rate of HSBC Bank plc as at the date on which the unpaid amount falls due, from the date on which the sum fell overdue for payment until the date upon which the sum is paid, whether before or after judgment and accruing daily; and
- 4.5.2 debt recovery costs of up to £100.
- 4.6 IBC may, at its sole discretion, where the Client has failed to pay a sum due under this Agreement:
- 4.6.1 cancel the relevant Agreed Application Form, and any other Agreed Application Form;
- 4.6.2 refuse the Client access to the relevant IBC Event; and/or
- 4.6.3 refuse to provide further services to the Client, each without any liability to the Client.
- 4.7 IBC shall not, except as set out below or otherwise agreed in writing, be required to comply with any Client invoicing requirements.
- 4.7.1 IBC shall invoice a purchase order number on each invoice, provided that either (a) it is provided on the Application Form; or (b) where that is not possible, it is notified to IBC in writing prior to it issuing the first invoice.
- 4.7.2 IBC will provide an invoice if requested on the Application Form, but shall not be required to upload that invoice or other information to the Client's invoicing portal, or to cover the Client's cost associated with its invoicing portal.
- 4.8 The Client acknowledges and agrees that the Fee is not a US source income. Consequently, IBC shall not be required to complete forms W-8BEN or any other IRS forms.
- 5 INTELLECTUAL PROPERTY**
- 5.1 Unless explicitly stated otherwise, nothing in this Agreement will change the ownership of any intellectual property rights of either party.
- 6 CONFIDENTIALITY**
- 6.1 In this clause, "**Confidential Information**" means all confidential or commercially sensitive information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before, on or after the date of this Agreement including, without limitation, information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know how, design rights, trade secrets, market opportunities and business affairs. Confidential Information excludes:
- 6.1.1 information that at the date of disclosure to the Receiving Party is publicly known or at any time after that date becomes publicly known, other than as a consequence of any breach of this agreement by the Receiving Party; and
- 6.1.2 information that was properly and lawfully in the Receiving Party's possession prior to the time that it was disclosed by the Disclosing Party.
- 6.2 The Receiving Party:
- 6.2.1 will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
- 6.2.2 will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party, as required by law or in connection with a loan, merger divestiture or acquisition due diligence process; and
- 6.2.3 will take reasonable measures to prevent the use or disclosure of Confidential Information, at least as

onerous as those that it has in place to protect its own confidential information.

6.3 This clause 6 shall survive termination or expiry of this Agreement.

## 7 DATA PROTECTION

7.1 The parties agree that IBC acts as the controller of any personal data it processes in connection with this Agreement.

7.2 To the extent that the parties process personal data under or in connection with this Agreement, they shall do so in accordance with Data Protection Laws.

7.3 In the situation where the Client accepts leads from IBC, the Client agrees that:

7.3.1 Leads may not under any circumstances be shared between any organisation(s) other than the Client and IBC.

7.3.2 Lead data may be contacted reasonably by the Client to gather explicit consent in respect to further communications, in compliance with GDPR legislation.

7.3.3 Leads are GDPR compliant at point of collection and responsibility for continued maintenance and compliance falls to the Client.

7.4 You can find details of our Privacy Policy here <https://show.ibc.org/ibc-privacy-policy>.

## 8 WARRANTY

IBC shall provide the Services using reasonable skill and care.

## 9 LIABILITY

9.1 Nothing in this Agreement shall limit or exclude either party's liability:

9.1.1 for death or personal injury caused by its negligence;

9.1.2 for fraud or fraudulent misrepresentation; or

9.1.3 for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

9.2 Subject to clause 9.1, IBC shall have no liability arising under or in connection with this Agreement (regardless of the cause of action or legal theory of liability) for:

9.2.1 any loss of profits, revenue, anticipated savings, opportunity, management time, reputation or goodwill; or

9.2.2 any indirect or consequential loss.

9.3 Subject to clause 9.1, IBC's total aggregate liability to the Client arising under or in connection with this Agreement (regardless of the cause of action or legal theory of liability) will be limited to an amount equal to the Fee paid by the Client to IBC under this Agreement.

9.4 The Client must notify IBC of any claim under or in connection with this Agreement in writing no later than the earlier of (a) six months after performance of the Services; (b) cancellation of the relevant IBC Event; or (c) termination or expiry of this Agreement. IBC shall not be liable to the Client in connection with any claim not so notified.

9.5 All representations, warranties, conditions and other terms other than those contained in this Agreement, whether express

or implied by law, by trade custom or otherwise, are hereby excluded to the fullest extent permitted by law.

## 10 TERMINATION

10.1 Either Party may terminate this Agreement without incurring additional liability by giving written notice to the other if the other Party commits:

10.1.1 a material breach of this Agreement which is capable of remedy and it fails to remedy the breach within 30 days of receiving written notice of such breach; or

10.1.2 a material breach of this Agreement which is not capable of being remedied.

10.2 Any failure by the Client to pay amounts which are properly due and payable under this Agreement shall be deemed a material breach of that Agreement that is capable of remedy.

10.3 IBC may terminate this Agreement immediately without incurring liability by giving the Client notice if:

10.3.1 IBC reasonably believes that (a) the financial standing of the Client has materially deteriorated since the date this Agreement became binding; and (b) such deterioration is likely to affect the Client's ability to pay the Fee;

10.3.2 the Client passes a resolution for its winding up or a court makes an order for its winding up or dissolution (other than for the purpose of any bona fide amalgamation, merger or reconstruction);

10.3.3 an application for an administration order is made in relation to the Client that has not been set aside within seven days after the order has been made, or if a receiver is appointed over, or an encumbrancer takes possession of or sells, any material part of the assets or undertaking of the Client;

10.3.4 the Client makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;

10.3.5 the Client disposes of all its assets or a substantial part of its assets (other than for the purpose of any bona fide amalgamation, reconstruction or merger);

10.3.6 the Client commences or has commenced against it any insolvency, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings, and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within seven days thereafter;

10.3.7 the Client becomes insolvent or generally fails to pay or admits in writing its inability to pay, its debts as they become due; or

10.3.8 the Client is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.

10.4 Without prejudice to clause 11, this Agreement shall automatically terminate where the Services relate to a specific IBC Event (for instance Exhibitor Space, or Sponsorship thereof), and that IBC Event is cancelled with no plans to reschedule. Where the Services do not relate exclusively to that IBC Event (for instance IBC365 Media), this Agreement shall remain in effect in respect of those Services only.

## 11 CONSEQUENCES OF TERMINATION

11.1 Termination or expiry of this Agreement will not affect (a) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry; (b) any

provision of this agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after termination or expiry.

Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.

- 11.2 On termination or expiry of this Agreement:
- 11.2.1 any licence of Intellectual Property Rights shall immediately cease, unless expressed to be perpetual;
  - 11.2.2 each party shall promptly return to the other any property or Confidential Information of the other within its possession or control; and
  - 11.2.3 each party shall pay to the other any sums due under this Agreement.

- 13.4 Any notice given under this Agreement must be given in writing via email, or courier or recorded post with proof of delivery, to either (a) the address for the relevant party stated in this Agreement; (b) the registered address for the relevant party; or (c) the email address stated for that party on the Agreed Application Form (or in the case of IBC, to [finance@ibc.org](mailto:finance@ibc.org), [exhibition@ibc.org](mailto:exhibition@ibc.org) or [sales@ibc.org](mailto:sales@ibc.org)). A notice shall be deemed delivered: (i) if by courier or recorded post, on the date stated in the proof of delivery; or (ii) if by email, on receipt by the recipient's mail server.

## 12 FORCE MAJEURE

- 13.5 The Client may not assign, subcontract or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of IBC.

- 12.1 IBC shall have no liability to the Client if, due to an actual or expected Force Majeure Event, IBC:

- 13.6 Each party shall, as against the other party, remain liable for the acts and omissions of its subcontractors and assigns under or in connection with this Agreement as if those acts and omissions were the acts and omissions of that party itself.

12.1.1 is prevented, hindered or delayed from hosting the IBC Event to which any Sponsorship or Exhibitor Space relates, or in otherwise performing any of its obligations under this Agreement; or

- 13.7 This Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a "**Representation**") other than as expressly set out in this Agreement. Nothing in this clause 13.7 shall limit or exclude any liability for any fraudulent Representation.

12.1.2 makes a decision, acting reasonably, to cancel the IBC Event to which any Sponsorship or Exhibitor Space relates,

provided that in each case IBC gives the Client as much notice as is practicable in the circumstances.

- 12.2 IBC may make a decision under clause 12.1.2 taking into account, without limitation, public safety, commercial prudence and the ability of exhibitors, suppliers and attendees to travel to the relevant IBC Event.

- 13.8 This Agreement shall be binding on the parties' successors and assignees.

- 12.3 Where IBC makes a decision to cancel an IBC Event under clause 12.1.2, and the Client has pre-paid all or a portion of the Fee, IBC shall refund such pre-paid Fee in accordance with its Terms & Conditions at <https://show.ibc.org/change-to-ibc2022-terms-conditions> (as updated from time to time, provided we notify you by email or in writing).

- 13.9 Except to the extent that this Agreement expressly provides otherwise, a person who is not a party to this Agreement shall have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it. The consent of a third party having rights under this Agreement shall not be required in order to amend it.

- 12.4 Clause 12.1 shall not affect a party's obligation to pay any sum due under this Agreement, including any sums that fell due under this Agreement prior to the date of cancellation of an IBC Event.

- 13.10 If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement shall not affect the validity and enforceability of any other provision of this Agreement.

## 13 GENERAL

- 13.1 The Client agrees that IBC may reference the Client as a client in its publicity from time, including when pitching to other potential clients, on its website and in other publicity material.

- 13.11 The failure of a party to enforce a provision of this Agreement or any rights with respect thereto (or any delay in so doing) shall not be a waiver of that provision or right, or in any way affect the validity of this Agreement. A waiver of any claim for a breach of this Agreement shall not operate to waive any claims in respect of any other breach.

- 13.2 Except where this Agreement provides otherwise, each party shall pay its own costs relating to:

- 13.12 Any amendment of this Agreement shall only be valid if it is made in writing and signed by both parties.

13.2.1 the negotiation, preparation and execution of this Agreement; and

13.2.2 its own performance of this Agreement.

- 13.13 This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and are irrevocably subject to the exclusive jurisdiction of the English courts.

- 13.3 The parties are independent contractors. Consequently, the provisions of this Agreement shall not, under any circumstances, be interpreted as creating any association, relationship of agency or partnership between the parties.

# SCHEDULE 1

## Exhibitor Terms

### 1 INTERPRETATION

1.1 In these Exhibitor Terms:

“**Allocated Stand Space**” means the Exhibitor Space allocated to the Client by IBC based on the space requirements set out on the Agreed Application Form, in accordance with paragraph 2;

“**Ancillary Services**” means the ancillary services that it provides to exhibitors at the Relevant Event, as set out in the Event Manual;

“**Co-Exhibitor**” means a person with whom the Client is sharing the Allocated Stand Space;

“**Equipment**” means the Client’s and its Co-Exhibitors’ Exhibits, and any other object under the possession or control of the Client, the Co-Exhibitor or either of their Personnel at the Relevant Event;

“**Event Manual**” means (a) the manual for the Relevant Event made available either on [www.ibc.org](http://www.ibc.org) or [www.show.ibc.org](http://www.show.ibc.org), as updated from time to time; and (b) Appendix 1 to this Schedule;

“**Event Regulations**” has the meaning given to it in paragraph 4.1;

“**Event Venue**” means the venue, or collection of venues, at which the Relevant Event takes place;

“**Exhibit**” means any article exhibited, promoted or otherwise marketed by the Client, a Co-Exhibitor or another Exhibitor (as the context requires) at the Relevant Event;

“**Exhibitor**” means any person which has Exhibitor Space at the Relevant Event;

“**Local Laws**” means Applicable Laws in the jurisdiction in which the Relevant Event takes place;

“**Relevant Event**” means the IBC Event at which the Allocated Stand Space is located; and

“**Visitor**” means an attendee at the Relevant Event.

### 2 ALLOCATION OF EXHIBITOR SPACE

2.1 Where the Client submits the Application Form prior to 6 December of the year the Relevant Event takes place, this paragraph 2.1 shall apply:

2.1.1 The Client may express preferences on the size, type, specification and location of their Exhibitor Space on the Application Form. However that preference shall not be binding on IBC. An Agreed Application Form shall be binding notwithstanding the fact that Exhibitor Space has not yet been allocated.

2.1.2 IBC shall notify the Client of the size, type, specification and location:

(a) if the Client submitted the Application Form prior to 6 December the year before the Relevant Event takes place, within 7 days of submission; or

(b) if the Client submitted the Application Form on or after 6 December of the year the Relevant Event takes place, as soon as reasonably

possible after the 6 December of the year the Relevant Event takes place;

2.1.3 The Client may object to the Allocated Stand Space notified to it under paragraph 2.1.2 in writing, such objection to be received no later than 31 January of the year the Relevant Event takes place. Where no objection is received by IBC under this paragraph 2.1.3, the Client is deemed to have accepted their Allocated Stand Space.

2.1.4 Where the parties are unable to agree a suitable alternative Exhibitor Space following an objection raised in accordance with paragraph 2.1.3:

(a) if the Client submitted the Application Form prior to 6 December of the year the Relevant Event takes place, the Client may terminate this Agreement for convenience by giving written notice no later than 31 January of the year the Relevant Event takes place. Where the Client terminates this Agreement under this paragraph 2.1.4(A):

(i) 5% of the original Fee shall remain payable, which the Client shall pay if it has not already done so; and

(ii) if IBC has received more than 5% of the Fee in cleared funds, it shall refund the Client the difference; or

(b) if the Client submitted the Application Form on or after 6 December of the year the Relevant Event takes place, IBC shall use reasonable efforts to find an acceptable alternative Exhibitor Space but shall not be liable (and the Client may not terminate) if IBC is not able to.

2.2 Where the Client submits the Application Form on or after 1 January, the Client may select Exhibitor Space from the published floorplan, which will be deemed Allocated Stand Space on confirmation of allocation by IBC.

### 3 LICENCE

3.1 Subject to the Clients compliance with its obligations under this Agreement, IBC licenses the Allocated Stand Space to the Client on a non-exclusive basis for the duration of the relevant IBC Event, or if earlier, until this Agreement is terminated or expires in accordance with its terms.

3.2 IBC shall:

3.2.1 allow the Client access to the Allocated Stand Space before and after the Relevant Event, as set out in the Event Manual;

3.2.2 ensure that the Allocated Stand Space meets the specification set out on the Agreed Application Form and as set out in the Event Manual; and

3.2.3 provide the Client with the Ancillary Services.

3.3 The Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with the Client not vacating the Allocated Stand Space an Event Venue prior to the expiration of the period permitted by paragraph 3.1 and 3.2.1, including its possessions.

- 3.4 IBC may, at its sole discretion, modify the layout of the Allocated Stand Space and surrounding areas.
- 3.5 IBC may, at its sole discretion, require the Client to make alterations to their Allocated Stand Space (including the arrangement of Equipment), as it reasonably feels necessary to maintain an acceptable standard of present, or to avoid interference with other Exhibitors' Exhibitor Space and/or Equipment.
- 3.6 IBC, its landlords, or either of their Personnel may enter the Allocated Stand Space at any time to execute work, repairs or alterations, or for any other purpose. IBC shall not be required to compensate the Client for any Losses suffered by the Client, a Co-Exhibitor or any other person as a result.

#### 4 EVENT REGULATIONS

##### 4.1 The Client shall:

- 4.1.1 at all times conduct themselves in a professional and courteous manner at the Relevant Event;
- 4.1.2 not involve IBC in any actual or potential dispute with another Exhibitor, or specifically request that IBC enforce any of these Event Regulations against another Exhibitor, except where IBC is legally compelled to do so;
- 4.1.3 not market or solicit Visitors or other Exhibitors away from their Allocated Stand Space, except where (a) IBC has given the Client written permission to do so; and (b) such activity is, in IBC's sole opinion, carried out in a non-aggressive manner and in good taste;
- 4.1.4 not put up posters anywhere within the Event Venue;
- 4.1.5 ensure Client Equipment (a) is not obscene or unlawful (on which IBC's decision shall be conclusive); or (b) does not infringe another person's Intellectual Property Rights; and (c) complies with Applicable Laws;
- 4.1.6 not do, cause or suffer on the Allocated Stand Space anything which would, in IBC's sole discretion, either:
  - (a) constitute a nuisance; or
  - (b) cause IBC to be in breach of its agreement with IBC's landlord(s);
- 4.1.7 not do, cause, permit or suffer to be done anything which might occasion damage, disfigurement or injury of any kind to the Allocated Stand Space, the Event Venue or the property of any person including IBC, another Exhibitor or a Visitor;
- 4.1.8 not make any changes to the Allocated Stand Space or the Event Venue other than either: (a) expressly permitted in the Event Manual; or (b) approved by IBC in writing, including but not limited to bill posting, hacking, breaking, drilling and nailing and/or painting on or to surfaces;
- 4.1.9 not alter the structure or format of their Allocated Stand Space;
- 4.1.10 ensure that Equipment does not emit excessive noise, communications interference or electrical interference, or other annoyance on Visitors or other Exhibitors, on which IBC's decision is final;
- 4.1.11 ensure that where Equipment is emitting electro-magnetic waves (including wireless microphones, walkie-talkies, and satellite uplinks), the appropriate licence is acquired from local authorities;

- 4.1.12 before transmitting electro-magnetic waves, ensure such transmission does not interfere with other users of the relevant frequencies;
- 4.1.13 not permit any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides) and foul smelling substances or radioactive sources to be brought into the Event Venue, except where IBC has given the Client written permission to do;
- 4.1.14 ensure that the Exhibits are of satisfactory quality and at all times meet statutory and other requirements and regulations applicable to them in (a) the jurisdiction in which the Relevant Event takes place; and (b) the jurisdictions in which the Client is marketing their use;
- 4.1.15 not use open, running and/or atomized water in the Allocated Stand Space or elsewhere in the Event Venue without the prior written consent of IBC;
- 4.1.16 keep all entrances, exits, gangways, pass doors and passages at the Event Venue clear and unobstructed;
- 4.1.17 remove immediately upon IBC's demand any Equipment which in IBC's opinion is outside the scope of the Relevant Event;
- 4.1.18 comply with all Applicable Laws (including Local Laws) in force at the time of the Relevant Event, including those relating to the Equipment;
- 4.1.19 keep readily available at all times all consents, permissions and authorities issued by IBC required under this Agreement, together with all policies of insurance, and produce any or all of the same to IBC on demand;
- 4.1.20 comply with any obligation (including additional costs) applicable to Exhibitors set out in the Event Manual; and
- 4.1.21 comply with any other obligation on, or instruction to, the Client relating to Relevant Event that IBC notifies to the Client from time to time (including in IBC's "Exhibitor News Updates"),

each obligation an "Event Regulation", and together the "Event Regulations".

- 4.2 IBC shall enforce the Event Regulations at its sole discretion, and shall not be obliged to use the Event Regulations to intervene in any dispute between one or more Exhibitors, except where legally compelled to do so, for instance by virtue of an injunction against IBC.
- 4.3 Where the Client, a Co-Exhibitor or any person acting on behalf of either of them breaches the Event Regulations, IBC may take such action as it deems necessary in its sole discretion to minimise the impact on the Relevant Event, including by one or more of: (a) requiring those persons to leave the Event Venue; (b) limit or turn off power to Exhibitor Space; or (c) move those persons to a different Exhibitor Space at the Client's cost.
- 4.4 Any non-remediable breach of the Event Regulations by the Client, a Co-Exhibitor or any person action on either of their behalf shall be treated as a material breach on the part of the Client that is not capable of remedy.
- 4.5 Any remediable breach of the Event Regulations by the Client, a Co-Exhibitor or any person action on either of their behalf shall be treated as a material breach on the part of the Client that is capable of remedy, save that where the Client is in breach during the Relevant Event, the Client shall remedy such breach immediately on IBC's written or verbal notice.

## 5 CO-EXHIBITORS

5.1 The Client may, subject to obtaining IBC's prior written approval, share the Allocated Stand Space with an Exhibitor. Where the Client has a Co-Exhibitor:

5.1.1 IBC shall only be required to deal with the Client, and the Client shall liaise with the Co-Exhibitor as necessary;

5.1.2 the Client shall remain solely responsible to IBC for the Fee;

5.1.3 IBC will include the Co-Exhibitor's name in marketing collateral for the Relevant Event, provided that the Client has provided IBC with the relevant details by IBC's own deadline for finalisation of artwork; and

5.1.4 unless agreed otherwise (and subject to an additional fee), IBC will only refer to the Co-Exhibitor in any collateral with a cross reference to the Client, and the Co-Exhibitor will not be entitled to a full catalogue entry of its own.

5.2 The Client shall procure that any Co-Exhibitor:

5.2.1 complies with the Event Regulations as if they were the Client; and

5.2.2 provides written confirmation to IBC that they will comply with the Event Regulations, at IBC's request.

## 6 CHANGES BY IBC

6.1 IBC may, if it deems necessary, alter at any time and at its sole discretion:

6.1.1 the location and/or size of the Relevant Event;

6.1.2 the opening hours for the Relevant Event;

6.1.3 the term or duration of the Relevant Event;

6.1.4 the date or dates on which the Relevant Event is to be held;

6.1.5 the Allocated Stand Space (including its size and location);

6.1.6 the layout of the Relevant Event generally;

6.1.7 the entrances and exits to and from the Relevant Event; and

6.1.8 any and all other technical or administrative details in respect of the Relevant Event.

6.2 IBC shall use reasonable endeavours to notify the Client of any changes or alterations to the Allocated Stand Space or the Relevant as a whole which materially and detrimentally impact on the Client's rights under this Agreement. The Client acknowledges and agrees that such changes and alterations may be required to be made by IBC to benefit and safeguard the value of the Relevant Event as a whole.

## 7 PAYMENTS

7.1 IBC may issue invoices for the Fee, and the Client shall pay, in the following instalments:

7.1.1 25% of the Fee on or after 6 December, the year prior to the Relevant Event;

7.1.2 50% of the Fee on or after 1 February, the year of the Relevant Event; and

7.1.3 25% of the Fee on or after 1 June, the year of the Relevant Event,

each payable within 30 days of the date stated on the invoice.

7.2 Where an Agreed Application Form comes into effect after an invoice issue date set out above, IBC may invoice the Client for all such instalments immediately, and the Client shall pay that invoice as if it was issued on the date set out above (or immediately if that payment date has already passed).

7.3 Where the Client is a fully paid up member of IABM as at 1 May in the year of the Relevant Event, and provided that all payments due under this Agreement are paid by their due date, IBC shall apply a discount to its final invoice equal to 5% of the Fee, in respect of the first 50 square metres of Exhibitor Space only (and any Exhibitor Space beyond that shall not be discounted).

7.4 Where the Client fails to pay a sum due under paragraph 7.1 by its due date:

7.4.1 IBC may (a) revoke any discount, including any early booking discount, provided to the Client; and (b) either invoice the Client for the additional sum payable, or add such amount to its next invoice to the Client; and

7.4.2 IBC may re-allocate Client's Allocated Stand Space to another Exhibitor, and allocate the Client a new Allocated Stand Space as and when payment is made.

7.5 Where the Client requests changes to its Agreed Application Form or its Allocated Stand Space which have an impact on the Fee, IBC may either (a) invoice the Client for the difference compared to instalments for which invoices have already been issued immediately; or (b) add the difference to the invoice for the next instalment, and in either case IBC shall increase all further instalments on a pro-rata basis.

7.6 All Client Equipment shall be subject to a general lien in favour of IBC for all sums due from the Client to IBC, and IBC shall have the right to exercise any such lien by sale.

## 8 LIABILITY

8.1 The Client shall make good, restore or renew any material dilapidation to the Allocated Stand Space or the Event Venue caused by it, or reimburse IBC the cost for the same. The Client shall satisfy itself of, and document, the condition of its Allocated Stand Space before and after occupation. The Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with damage (property, structure, or otherwise) to the Allocated Stand Space or the Event Venue caused by the Client's stand, equipment, personnel or other persons acting on the Client's behalf.

8.2 Except where IBC is negligent, the Client shall be solely responsible for death, personal injury and damage to property arising as a result of or in connection with:

8.2.1 erection, construction, dismantling or any other works carried out directly or indirectly by the Client or any person working on behalf of the Client in connection with the Relevant Event; and

8.2.2 any Equipment,

and the Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with any claim or action arising out of the same.

8.3 IBC shall not be liable for any Losses incurred by the Client or its Personnel, invitees, licensors or licensees due to

infringement of their Intellectual Property Rights which arises as a result of, or in connection with, their participation in the Relevant Event.

8.4 The Client shall at all times remain responsible for the Equipment and other property of itself, its Co-Exhibitors, visitors to the Allocated Stand Space, and each of their Personnel. IBC shall not be responsible for any loss or damage to such Equipment or other property.

8.5 IBC shall have no liability for continuity in the supply of Ancillary Services, acknowledging that they are not within the full control of IBC.

8.6 The Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with:

8.6.1 any breach of this Agreement by the Client;

8.6.2 any Losses suffered by IBC as a result of any act or omission of the Client; and

8.6.3 a claim by a third party arising as a result of or in connection with any act or omission, or breach of this Agreement, of the Client.

## 9 INSURANCE

9.1 The Client shall ensure that it and any Co-Exhibitor has adequate insurance cover, with a reputable insurer, to cover:

9.1.1 their potential liabilities under this Agreement, in particular under paragraph 8; and

9.1.2 their Losses should the Relevant Event be abandoned, curtailed, cancelled or suspended in whole or in part in accordance with this Agreement; and

9.1.3 their Losses should the Client or its Co-Exhibitor (including its Personnel, invitees, licensees and any other person attending on their behalf) be unable to attend all or any part of the Relevant Event.

9.2 The Client shall provide IBC with evidence that it holds valid insurance in accordance with paragraph 9.1 immediately on request.

## 10 EQUIPMENT – INTELLECTUAL PROPERTY RIGHTS AND LOCAL LAWS

10.1 The Client shall ensure that all Equipment is compliant with Local Laws and does not infringe any person's Intellectual Property Rights, and acknowledges that (a) law enforcement, regulators and other third parties may have a legal right under Local Laws to enter the Relevant Event, confiscate Equipment and/or bring claims against the Client; and (b) IBC may not be able to prevent such actions.

10.2 The Client shall indemnify IBC for any Losses it suffers as a result of or in connection with (a) the Equipment's non-compliance with Local Laws or infringement of a person's Intellectual Property Rights; and (b) any of the actions described in paragraph 7.2(a).

## 11 CHANGES TO ALLOCATED STAND SPACE BY CLIENT

11.1 The Client may request a change to the size or specification of an Allocated Stand Space at any time; however IBC shall not be obliged to facilitate such requests.

11.2 Where the Client requests a reduction in the size or specification of the Allocated Stand Space, and IBC agrees, the difference to the Fee shall be treated as a pro-rata cancellation for the purpose of paragraph 13. For example only, if the original Fee was £10,000 + VAT, the new Exhibitor Space would have incurred a fee of £6,000 + VAT and the reduction request was received on the 15 February (meaning 75% is payable under paragraph 7), the new Fee would be £9,000 + VAT (£6,000 + £3,000).

## 12 UNOCCUPIED ALLOCATED STAND SPACE

12.1 If the Client fails to occupy all or any part of the Allocated Stand Space by the start of the Relevant Event, IBC may deal with that unoccupied portion of the Allocated Stand Space as it thinks fit for the duration of the Relevant Event.

## 13 TERMINATION/CANCELLATION BY CLIENT

13.1 The Client may terminate this Agreement for convenience by giving IBC notice. Where the Client terminates under this paragraph 13.1:

13.1.1 the Client shall pay all outstanding invoices by their original due dates;

13.1.2 IBC may invoice the Client for all sums in respect of which it is entitled to do so under paragraph 7 as at the date that notice is received, and the Client shall pay such invoices; and

13.1.3 IBC shall not invoice the Client for any further sums due under this Agreement,

and the Client acknowledges and agrees that such sums paid or that remain payable are genuine pre-estimates of the expenses that IBC has already incurred, or is still committed to incurring, as at the date of cancellation.

13.2 For the avoidance of doubt and subject to paragraph 2.1.4(A), under paragraph 13.1 the Client shall be committed to the following percentages of the Fee on the following dates:

13.2.1 up to and including 31 January, the year of the Relevant Event – 25%;

13.2.2 between 1 February and 31 May inclusive, the year of the Relevant Event – 75%; and

13.2.3 on or after 1 June, the year of the Relevant Event – 100%.



## APPENDIX 1 To Schedule 1

### Event Information

#### 1 STAND TYPES

- 1.1 Space Only – The minimum size for a Space Only site is nominally 30 square metres. A copy of the working drawings of any Space Only stand is to be lodged with the IBC Office for approval no later than 1st June in the year of the Relevant Event. These plans shall include elevation drawings or a clear indication of the height of the various elements of the stand, including hanging signs. Such designs must comply with the IBC stand rules and regulations within the Event Manual.
- 1.2 Shell Scheme Stands – The minimum size for a Shell Scheme stand is nominally 9 square metres. The Shell Scheme contractor will display the Exhibitor's name and stand number on the appropriate panels and fascia board. The Client may not attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board.
- 1.3 Pods– Pod stands are pre-built pods as specified on the Application Form. The Pod contractor will display the Exhibitor's name and stand number on the appropriate panels and fascia board. The Client may not attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board.
- 1.4 Meeting Suites – The standard size for a Meeting Suite Package 1 space is 16 square meters. The minimum size for a Package 2 space is nominally 40 square metres. The Meeting Suite contractor will display the Exhibitor's name and stand number on the appropriate panels and fascia board. The Client may not attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board.
- 1.5 Balcony Suites – On the balconies along both sides of Hall 1, temporary rooms are available for use as hospitality suites, offices or presentation areas, which may be rented by separate agreement. The use of the space is not for exhibiting products. Access must be restricted to invitation only by the Client only. Building is permitted inside the rooms; on the provision it does not affect the structure already in place.
- 1.6 Double-decker stands are permitted in most halls but a surcharge of 25% of the space rental fee will apply for the total surface of the upper floor area(s), including staircases. Exhibitors should notify IBC of their intent at the time of space application. Please note that it will be necessary for the Client to obtain a permit from the Amsterdam Building and Housing Inspection Authority.

#### 2 BUILD-UP SCHEDULE

- 2.1 Please refer to the build-up and breakdown schedule as per the Event Manual. Hall access is not permitted outside of the published hours.

#### 3 EXHIBIT REMOVAL

- 3.1 Exhibits may not be removed from stands before and during show hours without prior written approval of IBC.

#### 4 CLEANING

- 4.1 All aisles and all stand floors will be cleaned daily by contractors appointed by IBC. Tables, chairs, stools and information counters will also be cleaned and wastepaper baskets will be emptied. The Client is responsible for the cleaning of the other stands, Exhibits and the general tidiness of their stands. Small amounts of refuse such as coffee cups, etc., will be collected from the stands on each evening of the open days of the Relevant Event, provided they are deposited in refuse bags at the front of the stand at the time of closure of the Relevant Event.

#### 5 ELECTRICAL INSTALLATION

- 5.1 All on-site electrical supply installation must be carried out by the officially appointed electrical contractor Mansveld Expotech B.V. All prefabricated electrical fittings will be subject to an inspection by the official contractor before connection to the mains supply and a nominal charge may be made.

#### 6 OFFICIAL CONTRACTORS

- 6.1 Only contractors appointed by IBC are permitted to operate within the confines of the Event Venue. The sole exception to this term is private contractors erecting Space Only stands or displays in a Shell Scheme stand.
- 6.2 The Exhibitor may not sell or provide to third parties any drinks, foodstuffs or stimulants unless prior written consent has been received from IBC or conditions determined by IBC.
- 6.3 All hired security personnel is required to be ordered through the Amsterdam RAI Exhibitor Services. No external parties are permitted overnight access during build up, show or breakdown.

#### 7 LOCAL REGULATIONS

- 7.1 The Client must familiarise themselves with and conform with all appropriate local laws, health and safety requirements, regulations or by-laws of any government or statutory body or any local authority in force at the time of the Relevant Event, as well as any general conditions of the Event Venue applicable to the Client and/or its staff, contractors and agents.

#### 8 FLAMMABLE MATERIALS

- 8.1 All materials used in the construction of stands and displays are to be fully fire-proofed and comply with all other local regulations.

#### 9 FIRE EXTINGUISHERS

- 9.1 The Event Venue will provide firefighting equipment to meet local regulations for the overall layout of the Relevant Event. Fire extinguishers for use in the Client's stands can be rented at a cost to be borne by the Client.

## SCHEDULE 2

### Sponsorship Terms

#### 1 INTERPRETATION

1.1 In this Schedule:

“**Client Event Materials**” means any item or thing either created by or at the direction of the Client, that includes the Event Mark or IBC Brand;

“**Client Content**” means any content provided by the Client to IBC to use in IBC publicity, advertising and marketing materials, which IBC may approve or reject in its sole discretion;

“**Client Mark**” means any Mark owned or used by the Client;

“**Commercial Rights**” means any and all rights of a commercial nature connected with the Relevant Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;

“**Event IP**” means Mark owned or used by the, and the designation “Official Sponsor of [Relevant Event name]” used singularly or collectively;

“**IBC Brand Guidelines**” means IBC’s brand guidelines and other associated guidance, as issued to the Client by IBC from time to time;

“**Mark**” means any get-up, trade mark or branding relation to a party;

“**Relevant Event**” means the IBC Event identified on the Agreed Application Form;

“**Sponsorship Term**” means the term during which the Sponsorship shall be effective set out on the Agreed Application Form, or where not stated the period starting on the date of formation of this Agreement in accordance with clause 2 of the Terms of Sale and ending on the day after the last day of the Relevant Event; and

“**Territory**” means the territory stated on the Agreed Application Form, or where none is stated worldwide.

#### 2 LICENCE

2.1 Subject to the Client complying with this Agreement, IBC grants the Client a royalty free, non-transferable, non-sublicensable, non-exclusive licence to use the Event Marks and the IBC Brand specified on the Agreed Application Form on the Client’s products and in the Client’s advertising of those products solely during the Sponsorship Term and solely in the Territory.

2.2 The Client grants IBC a royalty free, perpetual, worldwide, non-transferable, non-sublicensable, non-exclusive licence to use the Client Marks in order to:

2.2.1 promote the Relevant Event or IBC generally in any medium solely in connection with the Relevant Event; and

2.2.2 make available content relating to the Relevant Event, including photos and videos taken at the Relevant Event including the Client Marks.

#### 3 CLIENT OBLIGATIONS

3.1 The Client shall:

3.1.1 use the Event Marks and the IBC Brand in accordance with the IBC Brand Guidelines;

3.1.2 apply to all Client Event Materials any legal notices required by IBC from time to time, including as those specified in the IBC Brand Guidelines;

3.1.3 ensure that all Client Event Materials comply with all Applicable Law, are ethical, and are not linked to any business practice that may bring IBC or the Relevant Event into disrepute (including but not limited to child or prison labour or slavery);

3.1.4 not use the Event Marks or IBC Brand to engage in a joint promotion with a third party in relation to the Relevant Event, unless authorised in writing by IBC;

3.1.5 immediately on IBC’s request withdraw from circulation at its own cost, any Client Event Materials which do not comply with paragraphs 3.1.1 to 3.1.3;

3.1.6 comply with all Applicable Laws in connection with this Agreement;

3.1.7 not apply for registration of any part of the Event Marks, the IBC Brand or anything confusingly similar to them as a trademark, or do anything else that may prejudice IBC’s Intellectual Property Rights in the same;

3.1.8 not use the Event Marks, IBC Brand or any part of them, or anything confusingly similar to them, in its trading or corporate name, except where IBC has given the Client written permission to do so;

3.1.9 not do anything which might adversely affect IBC’s Commercial Rights, or the value of them;

3.1.10 provide reasonable assistance to IBC in IBC’s exploitation of the Commercial Rights; and

3.1.11 hold any goodwill generated by the Client using the Event Marks or IBC Brand as trustee for IBC, and assign the same to IBC on request or on termination or expiry of this Agreement.

#### 4 IBC OBLIGATIONS

4.1 IBC shall include the Client Mark and Client Content in the promotional, advertising and publicity material relating to or at the Relevant Event set out on the Agreed Application Form.

#### 5 PRINT MEDIA

5.1 The Client may produce its own print media for the Relevant Event, other than signage to be placed by IBC, which must be sourced through IBC’s authorised supplier from time to time (the “**Authorised Supplier**”).

5.2 Where print media is included in the Sponsorship Fee as set out on the Agreed Application Form, IBC shall purchase such print media from the Authorised Supplier, subject to the Client complying with the process set out in Appendix 1 to this Schedule. The Client shall be liable for any additional fees due to the Authorised Supplier which either (a) are set out in that Appendix; (b) are caused by the Client’s failure to comply with that Appendix; or (c) are due to the Client having additional requirements to those set out in the Agreed Application Form. Any such additional fees shall be payable directly to the Authorised Supplier, and any such additional work shall be as between the Client and the Authorised Supplier subject to the Authorised Supplier’s then-current terms (and IBC shall not be a party to such agreement).

- 5.3 Where the Client engages the Authorised Supplier to produce print media directly, IBC shall not be a party to the agreement between the Client and the Authorised Supplier.
- 6 PAYMENTS**
- 6.1 IBC may invoice the Client for any Sponsorship Fee immediately on formation of this Agreement in accordance with clause 2 of the Terms of Sale.
- 6.2 The Client shall pay any such invoice for a Sponsorship Fee:
- 6.2.1 immediately where such date falls less than three months before the first day of the Relevant Event; or
- 6.2.2 otherwise, within 30 days of the date specified on that invoice.
- 7 WARRANTIES**
- 7.1 The Client warrants that it is entitled to use, and allow IBC to use without IBC incurring any licence fees, all Intellectual Property Rights used in the Client Marks, and shall provide IBC with evidence of the same on request.
- 8 INTELLECTUAL PROPERTY RIGHTS**
- 8.1 Each party agrees that:
- 8.1.1 all rights in Event Marks and IBC Brand, including any goodwill associated with them, shall be and remain the exclusive property of IBC; and
- 8.1.2 all rights in Client Marks, including any goodwill associated with them, shall be and remain the exclusive property of the Client,
- and that neither party shall acquire any rights in in the other's marks or brand, or in any variation of them.
- 8.2 All Intellectual Property Rights in and to any materials produced for the Relevant Event by or on behalf of IBC, or jointly by IBC and the Client, shall (with the exception of Client Marks) be the sole and exclusive property of IBC and if the Client acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to IBC immediately on request.
- 9 INDEMNITY**
- 9.1 Subject to paragraph 9.3, the Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with:
- 9.1.1 any claim or allegation by a third party that IBC's use of the Client Marks in accordance with this Agreement in anyway infringes the Intellectual Property Rights or trade secrets of that third party; and
- 9.1.2 any claim or allegation by a third party against IBC relating to the Client Event Materials,
- Any approval given by IBC in relation to the Client Event Materials relates to the use of the Event Mark or IBC Brand only, and shall not in any way prejudice its right under this paragraph 9.1
- 9.2 Subject to paragraph 9.3, IBC shall indemnify the Client from and against any and all Losses incurred by the Client as a result of or in connection with any claim by a third party that the Client's use of the Event Marks or IBC Brand in accordance with this Agreement in anyway infringes the Intellectual Property Rights or trade secrets of that third party.
- 9.3 The indemnified party under paragraph 9.1 or 9.2 will:
- 9.3.1 promptly inform the indemnifying party in writing of any potential claim under that indemnity, setting out reasonable details;
- 9.3.2 not make any admission, agree any settlement or otherwise dispose of such claim without the indemnifying party's prior written consent, provided that it is not unreasonably withheld or delayed;
- 9.3.3 on request by indemnifying party, give to the indemnifying party conduct of such claim (including its negotiation and settlement); and
- 9.3.4 give to the indemnifying party all reasonable information which the indemnifying party may request to assist it in defending or settling such claim.
- 9.4 The indemnities given in this paragraph 8 shall survive termination or expiry of this Agreement.
- 10 INSURANCE**
- 10.1 The Client shall ensure it has adequate insurance, at its own cost, for public liability, loss, theft or damage to the Client's products or other goods and to cover loss, damage or a claim arising directly or indirectly from the use of the product, services or a Client Mark.
- 11 TERMINATION**
- 11.1 This Agreement shall automatically terminate on expiry of the Sponsorship Term.
- 11.2 The Client may terminate this Agreement for convenience by giving IBC notice. Where the Client terminates under this paragraph 11.2:
- 11.2.1 and that notice of termination is received at least three months prior to the first day of the Relevant Event:
- (a) 50% of the Sponsorship Fee shall remain payable; and
- (b) where IBC has received more than 50% of the Sponsorship Fee in cleared funds, it shall refund the Client any excess beyond 50% of the Sponsorship Fee; or
- 11.2.2 and that notice of termination is received less than three months prior to the first day of the Relevant Event, IBC may retain 100% of the Sponsorship Fee and the Client shall not be entitled to any refund of the Sponsorship Fee.
- 11.3 Where IBC has not yet invoiced the Client for the full amount it is entitled to under paragraph 11.2, or the Client has not yet paid the full amount IBC is entitled to under paragraph 11.2, by the date such notice of termination is received, IBC may invoice the Client for the remaining amount and/or the Client shall pay the remaining amount (as the case may be).
- 11.4 The Client acknowledges and agrees that such sums paid or that remain payable are genuine pre-estimates of the expenses that IBC has already incurred, or is still committed to incurring, as at the date of cancellation.
- 11.5 Where IBC cancels the Relevant Event under clause 12.1.2 of the Terms of Sale, the Client acknowledges and agrees that IBC may transfer the relevant Fee to a Virtual IBC Event under clause 12.3 of the Terms of Sale.

## APPENDIX 1 To Schedule 2

### Print Media Process (IBC2022)

- 1 IBC will file share the agreed sponsorship items to the Authorised Supplier, Partnion, who will contact the Client by email and inform the Client of the detailed artwork specification for the booked item(s). Approvals will be completed in two stages: first approval for production must be done before 3 August 2022 ("**First Print Deadline**"). The Client shall sign off the artwork via a webpage or with pdf by email. Any further changes by the Client after the First Print Deadline can only be confirmed with written approval from Partnion and may incur additional production charges directly with Partnion. The Client shall have the opportunity to sign off the produced artwork one week before the Relevant Event.
  - 3.1 Up to 17 August 2022 – €85.00 per day that final approval is delayed.
  - 3.2 After 17 August 2022 – €125.00 per day plus all additional costs incurred by Partnion per item for overnight/evening and courier services.
- 2 The Client shall transfer the artwork before the First Print Deadline to Partnion who will cross check and quality check the artwork file(s). If the artwork received from the Client is not produced according to specifications or if files can't be opened then Partnion will inform the Client by email within 48 hours, and the Client shall provide the correct artwork within 48 hours. After receiving the correct artwork, Partnion will within 48 hours produce and send the digital proof for each item for final approval by the Client. If corrections are required the Client must notify Partnion within 48 hours. If after this point new artwork is supplied Partnion will surcharge €85.00 per hour for a second checking process, billable directly to the Client. This process must be completed by 10 August 2022. The installation schedule for each item will be planned in the detailed personalised webpage. Partnion will advise the Client of the date to sign off the installed media item live before the start of IBC2022.
  - 4 If delays are caused by the Client, item(s) will be produced and installed before opening of the show on 9 September 2022.
  - 5 If the Client requires a hardcopy colour proof the Client must send a hardcopy reference to Partnion at the address below by recorded delivery before 27 July 2022. Partnion will communicate transport and production costs of the hardcopy proof upfront to the Client. Within 7 working days Partnion will produce a hardcopy proof. If a hardcopy colour reference is not received by Partnion on or before 3 August 2022 at the address below they will produce the item according to standard colour management settings. Partnion BV, Brinklaan 66, 1404GK Bussum, The Netherlands, Att: IBC colour ref.
- 3 Partnion reserves the right to charge the Client additional costs associated with (A) late submission of artwork; (B) late submission of approvals; (C) remedial work to artwork that is unsuitable for the media booked; and or (D) approvals of large media items that require physical (wet) colour proofs. The following surcharges will apply:
  - 6 The installation schedule for each item will be planned by Partnion and IBC will advise the Client of the date to sign off the installed media item live before the start of the Relevant Event. The Client accepts that in some special circumstances (for example weather conditions at the time of installation) the planned installation can be changed.
  - 7 It is the Client's responsibility to check the media onsite and to confirm it is in the agreed position at the Event Venue and to inform IBC or Partnion of any issues at that agreed time. If the Client does not inform Partnion or IBC of any issues during that time neither IBC nor Partnion will be held responsible for any liability pertaining to reproduction / location / orientation issues. If the Client wishes changes to be made after the final approval additional reproduction and installation charges will apply.

## SCHEDULE 3

### IBC365 Terms

#### 1 INTERPRETATION

1.1 In this Schedule:

“**Booked Content**” means the type of media that IBC has agreed to place, as set out on the Application Form;

“**Content**” means the media produced by the Client, which it wishes to use as the Booked Content;

“**Content Deadline**” means the date by which the Client must submit the draft Content, as set out on the Agreed Application Form;

“**Placement Location**” means the location at which the Booked Content is to be placed, as set out on the Agreed Application Form; and

“**Placement Dates**” means either, as the context requires:

- (a) the date(s) on which the Booked Content is to be made available at the Placement Location; or
- (b) the period during which the Booked Content is to be available at the Placement Location,

each as set out on the Agreed Application Form.

#### 2 CLIENT OBLIGATIONS

2.1 The Client shall:

2.1.1 submit the Content on or prior to the Content Deadline;

2.1.2 make any adjustments to the Content requested by IBC from time to time;

2.1.3 ensure that the Content meets the specification of the Booked Content, and any other technical requirements that IBC notifies to the Client from time to time;

2.1.4 ensure that the Content:

- (a) does not breach Applicable Law;
- (a) is not defamatory, obscene, pornographic, abusive or harassing, and does not promote discrimination against any person or class of persons on the basis of a characteristic protected by Applicable Law; and
- (b) does not infringe the Intellectual Property Rights or other rights of any person, does not otherwise misappropriate or misuse the trade secrets of any person, and does not breach any obligation of confidence owed to any person.

#### 3 PLACEMENT

3.1 IBC shall publish the Content at the Placement Location on the Placement Dates, provided that the Client has complied with paragraph 2.

3.2 IBC may make amendments to the Content before or after placing it at its sole discretion, save that where it does so it shall use reasonable efforts to notify the Client.

3.3 IBC may remove the Content from the Placement Location without any liability to the Client where:

3.3.1 IBC reasonably believes that the Content does not comply with the requirements set out in paragraph 2.1.4, provided that:

- (a) IBC shall notify the Client as soon as reasonably possible after removing such Content; and
- (b) IBC shall re-instate the Content where the Client can, within 30 days of such notice being given, demonstrate to IBC's reasonable satisfaction that the Content does not, or an amended version of the Content is no longer, in breach of those requirements; or

3.3.2 the Placement Dates are indefinite and 5 years has passed since its publication date.

#### 4 PAYMENT

4.1 IBC may invoice the Client for any IBC365 Media Fee immediately on formation of this Agreement in accordance with clause 2 of the Terms of Sale, and the Client shall pay any such invoice within 30 days of the date specified on that invoice.

#### 5 WARRANTIES

5.1 The Client warrants that it is entitled to use, and to allow IBC to use without IBC incurring any licence fees, all Intellectual Property Rights used in the Content and shall provide IBC with evidence of the same on request.

#### 6 INTELLECTUAL PROPERTY RIGHTS

6.1 The Client hereby grants to IBC a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use such Intellectual Property Rights in the Content as are necessary for IBC to exercise its rights comply with its obligations under this Agreement.

#### 7 INDEMNITY

7.1 Subject to paragraph 7.2, the Client shall indemnify IBC from and against any and all Losses incurred by IBC as a result of or in connection with any claim or allegation by a third party that IBC's use of the Content in accordance with this Agreement in anyway infringes the Intellectual Property Rights, trade secrets or other rights of that third party. Any approval given by IBC in relation to the Content shall not in any way prejudice its right under this paragraph 7.1.

7.2 IBC shall:

- 7.2.1 promptly inform the Client in writing of any potential claim under paragraph 7.1, setting out reasonable details;
- 7.2.2 not make any admission, agree any settlement or otherwise dispose of such claim without the Client's prior written consent, provided that it is not unreasonably withheld or delayed;

7.2.3 on request by the Client, give to the Client conduct of such claim (including its negotiation and settlement); and

7.2.4 give to the Client all reasonable information which the Client may request to assist it in defending or settling such claim.

7.3 The indemnity given in this paragraph 7 shall survive termination or expiry of this Agreement.

## 8 TERM & TERMINATION

8.1 This Agreement shall automatically terminate:

8.1.1 after the last of the Placement Dates; or

8.1.2 when IBC permanently removes the Content in accordance with this Agreement.

8.2 The Client may terminate this Agreement for convenience by giving IBC notice. Where the Client terminates under this paragraph 8.2:

8.2.1 and that notice of termination is received at least three months prior to the first of the Placement Dates:

(a) 50% of the relevant Fee shall remain payable; and

(b) where IBC has received more than 50% of the relevant Fee in cleared funds, it shall refund the Client any excess beyond 50% of the relevant Fee; or

8.2.2 and that notice of termination is received less than three months prior to the first of the Placement Dates, IBC may retain 100% of the relevant Fee and the Client shall not be entitled to any refund of the relevant Fee.

8.3 Where IBC has not yet invoiced the Client for the full amount it is entitled to under paragraph 11.2, or the Client has not yet paid the full amount IBC is entitled to under paragraph 8.2, by the date such notice of termination is received, IBC may invoice the Client for the remaining amount and/or the Client shall pay the remaining amount (as the case may be).

8.4 The Client acknowledges and agrees that such sums paid or that remain payable are genuine pre-estimates of the expenses that IBC has already incurred, or is still committed to incurring, as at the date of cancellation.