informatech

EVENT EXHIBITION AGREEMENT

EVENT DETAILS:

Event Title: IoT World US 2022	**Event Code:** TEC6858
Event Dates: November 2-3, 2022	**Venue:** Austin Convention Center
City: Austin, TX	**Country:** USA

***Email completed exhibition agreement to:**

Tom Peck	E: tom.peck@informa.com	P: +44 (0) 799 000 6873

1. **Please enter a ✓ by the booth option you would like to select**
2. **Include your Top 3 booth locations (ex: Booth #123)** First choice_____Second choice_____ Third choice _____

Select booth locations through the Expo Hall Floorplan Link: https://www.expocad.com/host/fx/informa/22itw/exfx.html

✓	Booth Size	SQ FT	Price (USD)
	10x10 Booth	100 SQ FT	$6,500
	10x20 Booth	200 SQ FT	$13,000
	20x20 Booth	400 SQ FT	$26,000
	20x30 Booth	600 SQ FT	$33,000
	30x30 Booth	900 SQ FT	$49,500

Booth Includes:

- Draped back wall and draped side rails (excluding island booths)
- Company name sheet
- 1 conference pass to attend the conference for booth sizes 10x20 and larger
- Unlimited expo visitor passes for booth personnel and clients
- Logo and corporate profile on event website and app

Electric, internet, furnishings, displays and any other items needed are the responsibility of the exhibitor.

Add On – Full Access Passes (10x10 Booth)

☐	• **Include 2 Full Access Passes to the Event**	**$1,000**

CLIENT CONTACT DETAILS *Please fill out ALL fields	**INVOICE CONTACT DETAILS (IF DIFFERENT)**
Contact Name:	**Contact Name:**
Company:	**Company:**
Address:	**Address:**
Telephone:	**Telephone:**
Email:	**Email:**

PAYMENT TERMS: 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.

CANCELLATION TERMS:

- **Informa receives the notice of cancellation at any time after acceptance by Informa of the contract and more than 240 days prior to the original date scheduled for the first day of the Event then the Client shall pay to Informa a cancellation fee equal to 50% of the Fees.**
- **Informa receives the notice of cancellation between 120 and 240 days prior to the original date scheduled for first day of the Event the Client shall pay to Informa a cancellation fee equal to 80% of the Fees.**
- **Informa receives the notice of cancellation less than 120 days prior to the original date scheduled for first day of the Event the Client shall pay to Informa a cancellation fee equal to 100% of the Fees.**

Please note that you are contracting with KNect365 Inc. (doing business as Informa Tech). This Application Form together with the KNect365 US, Inc: Sponsorship and Exhibition Terms and Conditions, which are hereby incorporated into this Application Form, together constitute the Agreement between KNect365 US, Inc and the Client. By signing this Application Form the Client confirms that it has read and understood both this Application Form and the Sponsorship and Exhibition Terms and Conditions and acknowledges and agrees to be bound by their terms. The signatory of this Application Form is signing as the authorized signatory of the Client and possesses all necessary power and authority to bind the Client to this Agreement.

Signature _____ **Date** _____

Print Name _____

SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Definitions and Interpretation

These Conditions shall have the following meanings:

1.1 "**Agreement**" means these Conditions and the Application Form and any additional rules or regulations adopted by Informa for the Event (including, without limitation, any Exhibitor Services Manual, as may be amended from time to time, which Informa may supply to Client in connection with the Event);

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

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

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

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

1.7 "**Event**" means the event or conference run by Informa as set out in the Application Form;

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

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

1.10 "**Force Majeure Event**" means any event or circumstance arising that is beyond the reasonable control of Informa (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);

1.11 "**Informa**" means the legal entity on the Application Form that is the owner, organizer, operator and/or manager of the Event;

1.12 "**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;

1.13 "**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;

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

1.15 "**Package**" means the Space and/or Sponsorship package in relation to the Event as set out in the Application Form;

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

1.17 **"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;

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

1.19 "**Space**" means the exhibition space allocated to the Client by Informa (together with the ancillary services provided to the Client in connection with such exhibition space) as set out in the Application Form;

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

1.21 "**Venue**" means the venue at which the Event is held, as initially set out in the Application Form.

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 the Client fails to pay any Fees on 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; (ii) refuse entry for the Client and its Representatives to the Event and/or refuse to provide any element of the Package and terminate the Agreement upon which the provisions of Condition 12.2 shall apply; and (iii) where applicable, withhold the delegate attendee lists in accordance with Condition 9.3.

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 Contract. 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. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse Client and its Representatives entry to the Event, and/or (ii) refuse to provide any element of the Package.

4. Taxes

4.1 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 this Agreement, all laws and regulations and guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by Informa or the Owners (including, without limitation, in relation to health and safety or security requirements). Client's use of names and lists captured at the Event or provided by Informa is subject to applicable data protection, email marketing, and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed.

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.

5.4 The Client shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Informa at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than $1 million single occurrence/$2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage of not less than $1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Informa and the Venue and Owners are named as additional insureds. The Client acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall the Client be relieved of its obligation to provide such certificate, even if Informa provides the Client with the benefits hereunder without having received such certificate from the Client. The Client also agrees to obtain and maintain in effect throughout the Event workers compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. The Client agrees to waive the right of subrogation of its insurance carrier against Informa and the Venue and Owners to recover loss sustained for real and personal property.

5.5 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.

5.8 All items brought to the Venue by or on behalf of the Client are brought 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 any Informa Group event to leverage any other event in which the Client is a sponsor or participant, and therefore agrees that it may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this Agreement or by Informa in writing. In the interest of the success of the Event, the Client agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Venue during the official hours of the Event or any function sponsored in connection with the Event by Informa or its official sponsors.

5.10 The Client will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material without a license, assignment, or other legally effective permission. The Client shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such material. The Client specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMI, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request.

5.11 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to the filming, sound recording and photography of the Event, which may include the Client's Representatives, and the Client consents to the use by Informa of any such filming, sound recording or photography anywhere in the world for promotional, marketing and other purposes.

6. Specific Terms relating to Space

6.1 Informa reserves the right to make alterations in the floor plan of the Event or in the specification for the Client's Exhibition Stand 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 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. 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.

6.3 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.

6.4 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 clause, Informa shall be entitled to terminate the Agreement and the provisions of Condition 12.2 shall apply.

6.5 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 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.

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

6.7 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.

6.8 The Client may not sub-let the Space without the express prior written consent of Informa. If and to the extent that the Client is permitted to sublet the Space, 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.

6.9 If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and visitors, Informa reserves the right to close the Exhibition Stand and remove the Client's Representatives from the Event without liability to the Client.

6.10 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.

7. Use of Client's Name and Materials

7.1 The Client shall provide Informa with all material and information including, without limitation, logos, artwork and advertising material ("**Material**") which Informa requires under this Agreement (including but not limited to promotional purposes) 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 print or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.

7.2 The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.

7.3 The Client warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.

7.4 While Informa will take all reasonable care in relation to the production of material and information incorporating the Material, 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 negligence or wilful misconduct.

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

7.6 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.

7.7 The Client hereby grants to Informa a non-exclusive, royalty free licence to use the Material in connection with the Event and in accordance with the Agreement. The Client further acknowledges that Informa may continue to use the Material or other information provided by the Client after the Event in connection with materials or information created or relating to the Event. 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 Material 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.

7.8 If the Client is in breach of the Agreement Informa reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to the Client.

8. Visitor, Delegate and Client Personnel/Sub-contractor Passes

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 personnel and sub-contractors that are working at the Event and such passes must be produced by personnel/sub-contractor 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 are issued.

8.3 Informa reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time in compliance with its internal policies.

9. Limitation of Rights Granted

9.1 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) exploit any rights of a commercial nature in connection with the Event; (ii) establish a website relating to the Event; or (iii) other than in accordance with Condition 9.2, 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.

9.2 Nothing in Condition 9.1 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. 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.

9.3 To the extent the Client receives delegate attendee lists as part of the Package, Client warrants it shall (i) at all times comply with applicable data protection laws and any permissions of use given by Informa to the Client in respect those lists; and (ii) not distribute, transfer or assign its rights to the delegate list without the prior written consent of Informa.

10. Changes to the Event

10.1 Informa reserves the right at any time and for any reason to change the format, content, venue and timings of the Event (including, without limitation, any installation and dismantling periods) without liability. If the change is material to the Client's Package, Informa will inform the Client of such change as soon as reasonably practicable.

11. Change of Date or Cancellation of the Event

11.1 Without prejudice to Condition 16.1, Informa reserves the right to change the date of the Event or cancel the Event at any time and for any reason, in which case Conditions 11.2 and 11.3 (as applicable) shall apply.

11.2 If the date of the Event needs to be changed or where the Event is cancelled for the current year but is reasonably expected to be held within 8 calendar months, the 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 in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this Condition 11.2 shall excuse the Client from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Application Form.

11.3 Where the Event is cancelled and is not reasonably expected to be held by Informa within 8 calendar months, the terms of this Condition 11.3 shall apply:

11.3.1 if the Event is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 11.3.2 apply), Informa may terminate this Agreement 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;

11.3.2 if the Event is cancelled as a result of a Force Majeure Event, Informa may terminate this Agreement without liability provided that, at Client's election:

11.3.2.1 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 additional products or services ordered from the Informa Group's Informa Tech division); or

11.3.2.2 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, at Client's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and Client will be released from paying any further proportion of the Fees.

11.4 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 Condition11 set out the Client's sole remedy in the event of the changing of the date of the Event or the cancellationof the Event by Informa and all other liability of Informa is hereby expressly excluded.

12. Termination

12.1 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 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.

12.2 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, 6.4 or 12.1 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.

12.3 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 12.3 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 12.3 and all other liability of Informa is hereby expressly excluded.

12.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, Informa may cover over any Client sponsorship or advertising Materials, close the Exhibition Stand, terminate the provision of any utilities to the Exhibition Stand, prohibit access of the Client or its Representatives to the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client's address and 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.

12.5 Conditions 7.7 and 9 to 16 (inclusive) shall survive termination of the Agreement.

13. Liability and Indemnity

13.1 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.

13.2 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.

13.3 From time to time, Informa, the Owners 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.

13.4 Subject to Condition 13.7: (i) Informa Group shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Client including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (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.

13.5 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.

13.6 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 Material constitutes an infringement of the Intellectual Property Rights of any third party.

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

14. Confidential Information

14.1 For the purposes of this Condition 14 "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 his 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.

15. Data Protection

15.1 For the purposes of this Condition 15, the terms **personal data, controller, processor, processing, data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.

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

16. General

16.1 Without prejudice to Condition 10, 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 16.1 shall excuse the Client from the payment of the Fees under the Agreement.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 No rights under the Agreement may be assigned by the Client without the prior written consent of Informa. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of Informa.

16.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (i) delivered by hand or courier at its registered office or principal place of business; (ii) by prepaid, first-class post at its registered office or its principal place of business; or (iii) by email to the relevant contact of either party using a correct email address. For the avoidance of doubt notice shall be deemed to be delivered at the time of delivery if delivered by hand or courier, within two working days if delivered by prepaid first class post, and the same working day if delivered by email.

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

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

16.10 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.

16.11 Client agrees that Informa is entitled to recover reasonable attorney's fees and costs, and collection costs, in any action to collect unpaid Fees or to enforce its rights under this Agreement.

16.12 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 16.12 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.