EVENT EXHIBITION AGREEMENT

EVENT DETAILS:

Event Title: AI Summit New York 2022
Event Dates: December 7-8, 2022
City: New York, NY

*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/fs/informa/22AINY/exfx.html

<table>
<thead>
<tr>
<th>✓</th>
<th>Booth Size</th>
<th>SQ FT</th>
<th>Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5x5 Booth with 1 pass</td>
<td>50 SQ FT</td>
<td>$3,500</td>
</tr>
<tr>
<td></td>
<td>10x10 Booth with 2 passes</td>
<td>100 SQ FT</td>
<td>$7,500</td>
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<tr>
<td></td>
<td>10x20 Booth with 3 passes</td>
<td>200 SQ FT</td>
<td>$12,000</td>
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<tr>
<td></td>
<td>20x20 Booth with 4 passes</td>
<td>400 SQ FT</td>
<td>$22,000</td>
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</tbody>
</table>

Booth Includes:
- Draped back wall and draped side rails (excluding island booths)
- Company name sheet
- 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.

CLIENT CONTACT DETAILS *Please fill out ALL fields

Contact Name: 
Company: 
Address: 
Telephone: 
Email: 

INVOICE CONTACT DETAILS (IF DIFFERENT)

Contact Name: 
Company: 
Address: 
Telephone: 
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 Futurum Media Ltd. (doing business as Informa Tech). This Application Form together with the Futurum Media Ltd: Sponsorship and Exhibition Terms and Conditions, which are hereby incorporated into this Application Form, together constitute the Agreement between Futurum Media Ltd 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 ___________________________
5. 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.

5.1 The Client shall at all times ensure that its sales efforts and those of its Representatives are consistent with the requirements of the Event, the congested nature of the Event and the Needs and Marketing Objectives of the Event.

5.2 The Client shall at all times ensure that its sales efforts and those of its Representatives are conducted in a professional manner and cause no offense, annoyance or inconvenience to the Owner or Informa or visitors or delegates to the Event.

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

8.1 Where visitor and/or delegate passes are included 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 is requested to ensure that all persons 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 Clients are in relation to the Event 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 the Event or connection with the Event. For the avoidance of doubt, this prohibition on the activities related to 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 such advertising and may request an indemnification from the Client if any such promotion breaches any laws, regulations, or obligations in connection with the Event or Informa in any way other than as set out in the Package or with the prior written consent of Informa.

9.3 To the extent the Client delegates representative attend any of the Package, Client, warrants it shall (i) at all times comply with applicable data protection laws and regulations in force from time to time as 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 any dates) with or without notice to the Client. If Informa changes the date of the Event, the terms of this Condition 11.3 shall apply:

10.2 Subject to Condition 11.3.1, if the Event is cancelled other than as a result of a Force Majeure Event, in which case Conditions 11.2 and 11.3 (as applicable) shall apply.

11. Change of Date or Cancellation of the Event

11.1 Without prejudice to Condition 10.1, 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 take place in the following year, the Client may 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 prevent 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 18 calendar months of the date 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; or

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 notify the Client in writing that any further proportion of the Fees already paid or any costs or fees relating to any additional products or services ordered from the Informa Group’s Media Tech division; or

11.3.2.2 The Client will be entitled to retain an amount equal to 25% of the total Fees (the Revised Fees) from any proportion of the Revised Fees already paid or, where no Fees has been paid or where the proportion of the Fees already paid is less than the Revised Fees, the Client will be entitled to retain an amount equal to 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 and Client will be released from paying any further proportion of the Fees; or

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 cancelation of the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client and at the Client’s risk and expense and Informa shall be free to re-locate the Space to any other person.

12. Termination

12.1 Either party may terminate the Agreement at any time by written notice to the other if any other party: (i) has committed an infringement of the Intellectual Property Rights of any third party; or (ii) breaches any agreement with the Client or the Event and the Space, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client and at the Client’s risk and expense and Informa shall be free to re-locate the Space to any other person.

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 of the Client, its Representatives or its licence, exhibitor or potential sponsor/sponsor; or (ii) benefits 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 claims, damages and expenses (including, without limitation, reasonable legal fees incurred by Informa, its terms, representations and warranties relating to: (i) 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 the Package to the Client, whether by way of breach of contract, negligence or otherwise, unless such loss or damage is caused directly by the fault of Informa.

13.3 Without prejudice to any other rights of the Client, if the Event is cancelled other than as a result of a Force Majeure Event, Informa may terminate this Agreement without liability. To the fullest extent permitted by law, Informa, the Owner and each of their Representatives shall not be liable to the Client for any damage, loss or delay, however caused, suffered by the Client and/or Informa Group as a result of a breach of the Agreement.

13.4 Subject to Condition 13.7, if Informa shall not be liable for any actual or alleged indirect or consequential loss or damage of any kind suffered or incurred by the Client, and/or Informa Group (whether by way of breach of contract, negligence or otherwise, unless such loss or damage is caused directly by the fault of the Client). The Client agrees to indemnify and keep Informa Group fully and effectively indemnified against any liability arising as a result of a breach of the Agreement, including without limitation, reasonable legal fees incurred by Informa, its terms, representations and warranties relating to: (i) the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.

13.5 Informa Group shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the Event or the Package, including, without limitation, in the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, with the Client by third party contractors; or (ii) Informa shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the Event or the Package, including, without limitation, in the provision of services to the Client by such contractors.

13.6 To the fullest extent permitted by law, Informa shall not be liable for any loss or damage suffered or incurred by the Client in connection with the Event or the Package, including, without limitation, in the provision of services to the Client by such contractors.

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

14. Confidential Information

14.1 For purposes of this Condition 14, “Confidential Information” means information disclosed by a party to the other party “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 course of the Agreement and any time thereafter use, disclose to any person, firm or company and shall use its best endeavours to prevent the publication or disclosure of any Confidential Information of the Receiving Party. This restriction does not apply to: (i) information that is 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 acquired and 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 legislation and (ii) shall process personal data only for the purposes for which the Client has reasonably requested to enable the other party to comply with its obligations under Data Protection legislation. 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 the other party’s interests and provide the other party with any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. 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 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 principle 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.