

Terms and Conditions

1. INTRODUCTION

- 1.1 The exhibition named on the Front Sheet ("the Exhibition") is organised and managed by the Seller and in consideration of the payment of the fees as set out in the Front Sheet, the Seller grants the Customer the rights to use the products as listed in the Front Sheet ("the Products").
- 1.2 These terms and conditions, the attached Appendix and Front Sheet, form the agreement between us in relation to the Products ("the Agreement").
- 1.3 Defined terms in this Agreement have the meaning given to them in the Appendix, the Front Sheet or elsewhere within these terms and conditions.

2. CUSTOMER RIGHTS

- 2.1 The Customer is entitled to the use of the Products for the duration of the Exhibition in accordance with the terms of this Agreement.
- 2.2 The Seller grants to the Customer a worldwide, non-transferable, non-exclusive, royalty free license to use the Exhibition logos and trade marks ("the Exhibition Marks") solely to promote their attendance at the Exhibition. The Customer shall comply with any reasonable instructions in relation to the use of the Exhibition Marks.
- 2.3 The Seller shall provide to the Customer prior to the Exhibition a manual containing details relating to the Exhibition (the "Exhibitor Manual").

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer grants to the Seller a worldwide, non-transferable, non-exclusive, royalty free license to use for a period of twelve (12) months from the date of this Agreement.
- 3.1.1 The Customer logos and trademarks provided to the Seller ("the Exhibitor Marks") solely to promote the Customer's attendance at the Exhibition. The Seller shall be entitled to use such Exhibitor Marks in any of the Seller's materials, websites or other information used to market the Exhibition or future exhibitions;
- 3.1.2 any other material provided to the Seller (including photos, films or other promotional material) for inclusion in the Seller's marketing materials for the Exhibition or future exhibitions;
- 3.1.3 the Customer shall provide to the Seller or its contractor such information as is reasonably requests to allow the Seller to populate its exhibition listing.
- 3.3 The Customer shall provide the Seller with (a) master artwork versions of the Exhibitor Marks in the requested format; and (b) the materials and information necessary to populate the exhibition listing as soon as reasonably practicable but no later than twenty (20) days before the Exhibition.
- 3.4 Any materials and information provided by the Customer to the Seller shall be subject to the Seller's editorial discretion and in the event that the Seller reasonably believes that such materials may be defamatory or breach any intellectual property or cause harm in anyway it shall not be required to include such materials in its marketing of the Exhibition.

- 3.5 The Customer shall comply with the requirements of it as set out in the Exhibitor Manual and any rules imposed by the venue at which the Exhibition is being held ("the Venue") at all times during the Exhibition from arrival at the Venue to leaving the Venue. In the event of any failure to comply with this clause 3.5, the Seller may at its discretion return or dispose any items that the Customer does not clear and recharge the Customer for any damage caused by its failure to comply with the Exhibitor Manual or for any other damage caused by the Customer to the Venue.
- 3.6 The Customer warrants that it shall comply with (and shall procure that its employees shall) comply with all relevant laws and regulations relating to the country in which the Exhibition is held relating to the Customer and its employees attendance at the Exhibition.
- 3.7 The Customer agrees to indemnify the Seller and keep the Seller indemnified against all costs, expenses, damages, claims, losses and liabilities suffered or incurred by the Seller as a result of a breach of the Customer's obligations in clauses 3.5 and 3.6 above.

4. PAYMENT

- 4.1 All payments are due to be paid on or before the dates specified on the Front Sheet.
- 4.2 The Customer shall not be permitted access to the Exhibition unless full payment of all fees due have been received by the Seller prior to the date of the Exhibition.
- 4.3 All sums due under this Agreement are exclusive of any applicable sales tax (including, but not limited to, VAT) which shall be paid by the Customer at the rate from time to time in force.
- 4.4 If any undisputed sum is not paid by the Customer by its due date as set out in the Front Sheet, then the Seller may deem the Agreement to be cancelled and consider the Customer in default from the date payment fell due to the actual date of payment (both dates inclusive) at the rate of 4 percent per annum over the base lending rate of Barclays Bank plc.

5. INTELLECTUAL PROPERTY RIGHTS

Neither Party shall use the other party's intellectual property other than as set out in this Agreement.

6. CANCELLATION

CANCELLATION BY THE SELLER

- 6.1 It may be necessary for the Seller to alter the advertised content, timing, date, name and/or location of the Exhibition. The Seller reserves the right to do this at any time prior to the Exhibition and without liability to the Customer, provided that the Exhibition, as altered, is substantially similar to the Exhibition as originally advertised. The Seller will provide the Customer with notice of any alterations as soon as is reasonably practicable.
- 6.2 In the event that the Seller cancels the Exhibition or materially alters the advertised content, timing, date and/or location of the Exhibition, the Customer shall be entitled to a credit against any fees remaining due under this Agreement or in respect of any future exhibition held by the Seller (up to the value of sums paid by the Seller in respect of the Exhibition). If the Exhibition that is cancelled is the last Exhibition, then as an alternative, the Customer shall be entitled to obtain a refund (excluding any good faith) of an amount that reflects the total sums paid by the Customer at the date of cancellation minus the value of any rights reserved by the Customer prior to the date of cancellation (e.g. in relation to a promotional package). Any such refund shall be paid within thirty (30) days of request.

CANCELLATION BY THE CUSTOMER

- 6.3 In the event the Customer wishes to cancel the Customer order it must send written notice of such cancellation to the Seller by email to the Customer's representative for the Exhibition, noting the number on the Front Sheet. On receipt of such notice by the Customer, the order shall be cancelled and the Cancellation Fee (as set out in clause 6.4) chargeable. The Seller shall be entitled to resell the Products that had been allocated to the Customer
- 6.4 The Customer acknowledges that in the event the Customer cancels the cancellation fees payable are:

- a) where notice of cancellation is received more than 180 days prior to the start of the Exhibition, 50% of the total Fee as set out on the Front Sheet.
- b) where notice of cancellation is received less than 180 days prior to the start of the Exhibition 100% of the total Fees due as set out on the Front Sheet. ("the Cancellation Fees")

- 6.5 All Cancellation Fees shall be payable by the Customer (less any amounts that have already been paid prior to cancellation) within 14 days of receipt of the notice of cancellation sent by the Customer. Where the Customer has already paid more than the Cancellation Fee at the date of cancellation, the Seller shall refund the amount that has been paid over the Cancellation Fee. Any such refund that is payable by the Seller shall be made as soon as is reasonably practicable following receipt of the notice of cancellation.

7. FORCE MAJEURE

- 7.1 The Seller shall not be deemed to be in breach of this Agreement or otherwise liable to the Customer for any failure or delay in performing any of its obligations under this Agreement as a result of an event or series of connected events outside of the Seller's reasonable control and/or the reasonable control of its sub-contractors and/or suppliers as applicable (including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, drought, flood or storm) ("a Force Majeure Event").
- 7.2 The Customer's performance under this Agreement shall be deemed to be suspended for the period that a Force Majeure Event continues, and the Customer agrees that the Seller may have an extension of time for performance. The Customer will use reasonable commercial endeavors to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event.

8. PASSPORT AND VISA

- 8.1 The Seller shall not be responsible for assisting the Customer with obtaining a passport or a visa for entrance into the country where the Exhibition is to be held. Upon full payment of the Fees and where requested by the Customer the Seller will provide the Customer with a letter confirming their attendance at the Exhibition.
- 8.2 It is the responsibility of the Customer to check and ensure that it obtains all necessary and appropriate documentation for entry into the country where the Exhibition is being held. This includes but is not limited to valid passport, visa, vaccination certificates, and any other documentation that the Customer may need. In the event that the Customer is unable to obtain such documentation and has to cancel, the Cancellation Fee will still be due in accordance with Clause 6.

9. DATA PROTECTION

- 9.1 The parties in performing their obligations under this Agreement, shall comply with all applicable laws, statutes and regulations from time to time in force relating to data protection including but not limited to Applicable Data Protection Legislation.
- 9.2 To the extent that the Customer collects Personal Data at the Exhibition, the Customer acknowledges that it is responsible, as data controller, for compliance with Applicable Data Protection Legislation in respect of any collection and subsequent Processing of Personal Data that it collects, through electronic scanning of participant badges or otherwise, in the course of its participation in the Exhibition.
- 9.3 The following terms shall have the meaning given to them below:
"Applicable Data Protection Legislation" means (a) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (b) any successor legislation to the GDPR or the Data Protection Act;
"GDPR" means the General Data Protection Regulation (EU) 2016/679;
"Personal Data" shall be as defined by Applicable Data Protection Legislation and where not defined, it means any information relating to an identified or identifiable person; and
"Processing" shall be as defined by Applicable Data Protection Legislation and where not defined, means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means.

10. ANTI-BRIBERY AND CORRUPTION

- 10.1 The Parties represent to each other that, in connection with this Agreement and related matters:
10.1.1 it is knowledgeable about anti-corruption laws and will comply with these laws;
10.1.2 it has not made, offered, authorized or accepted and will not make offer, authorize or accept any payment, gift, promise or other advantage, (bribe or kickback) or through, or for the use or benefit of, any government official or other person where that payment, gift, promise, or other advantage would (a) comprise a facilitation payment or (b) violate the relevant anti-corruption laws.
10.1.3 it will immediately notify the other party if it receives or becomes aware of any matter that is prohibited by paragraphs 10.1.2 and 10.1.3 above.
10.2.2 It affirms that no person in its group is a government official or other person who could assert illegal influence on behalf of its company or affiliate. If a person in its group becomes a government official, it will promptly notify the other party and remove that individual from performance in connection with the Exhibition.

11. GENERAL

- 11.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 11.2 The Customer acknowledges that it has not received, and shall have no remedy in respect of, any statement, representation, warranty, undertaking, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement (save that this shall not apply so as to limit or exclude the Seller's liability for fraud).
- 11.3 No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4 The Customer agrees that, unless otherwise set out in this Agreement or agreed in writing between the parties (a) the terms of this Agreement; and (b) all technical, financial and other information provided to you in relation to the Seller or its group or the Exhibition in connection with this Agreement (together the "Confidential Information") shall be treated in the strictest confidence by the Customer. Unless otherwise approved in writing by the Seller, the Customer shall not share the Confidential Information with any other party. The restrictions set out in this clause 11.4 shall not apply to any Confidential Information that: (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the Customer or (ii) is developed through its independent efforts without reference to the Confidential Information; or (iii) that the Customer rightfully receives from a third party without restrictions as to its use.
- 11.5 This Agreement shall not create, re-sell, be construed as creating, any partnership or agency relationship between the parties.
- 11.6 The Customer is not permitted to re-sell, transfer, assign or otherwise dispose of any of its rights or obligations arising under this Agreement without the Seller's prior written consent.
- 11.7 Each of the parties agrees that execution of this Agreement by electronic or digital signature shall be effective execution under the laws of England and Wales in accordance with the provisions of the Electronic Communications Act 2000 (as amended).
- 11.8 This Agreement and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

IMPORTANT: Please sign and date below and return to ITE together with your Space Application Contract. I hereby confirm that I have received and agree to comply by the terms and conditions set out above:

Signed: Date:
Print Name: Name of Company:

ITE Eurasian Exhibitions FZ-LLC - part of HYVE Group - Al Shatha Tower 26th floor , Office 2613 , Sheikh Zayed Road, Media City , Dubai, UAE
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12. LIABILITY

- 12.1 Subject to Clause 12.3, the Seller's aggregate liability to the Customer, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with any booking made by the Customer in relation to the Products and/or the Customer's use thereof, shall be limited to an amount equal to the Total Fee for the Exhibition that is the subject of the claim.
- 12.2 Subject to Clause 12.3, the Seller shall not be liable to the Customer for (a) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or (b) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
- 12.3 Nothing in this Agreement shall limit or exclude either party's liability for:
12.3.1 death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
12.3.2 fraud or fraudulent misrepresentation; or
12.3.3 any other liability which cannot be limited or excluded by applicable law.

13. TERM AND TERMINATION

- 13.1 Save in relation to the Seller's rights in clause 3.1 above, this Agreement shall expire six (6) weeks after the close of the Exhibition, unless terminated earlier in accordance with the provisions of this Agreement.
- 13.2 Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:
13.2.1 has committed a breach of any of its obligations under this Agreement (including a failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
13.2.2 ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors or makes an application for the protection of its creditors in any way.
- 13.3 In addition, the Seller shall be entitled to terminate the Agreement in the event that (a) the Customer or its employees conduct themselves in such a way as to bring the Exhibition or any of the other exhibitors or the Seller into disrepute or (b) the Customer breaches the warranties given in Clauses 3.4.
- 13.4 If this Agreement is terminated in accordance with Clause 13.3
13.4.1 All outstanding sums that may be due shall be paid;
13.4.2 The Seller shall be entitled to re-sell the Products allocated to a Customer to a third party;
13.5 Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

THE APPENDIX

In the event that the Customer buys any of the Products listed below the special conditions as set out in this Appendix apply in relation to that Product.

- 1.Stand Space
- 2.Delegate Passes
- 3.Speakers
- 4.Meeting Rooms

1. STAND SPACE

Stand Sharing

- 1.1 Where the Customer is sharing a stand ("the Stand Sharer") it shall procure that each Stand Sharer shall undertake to be bound by the terms of this Agreement and has the relevant insurance required under this Agreement, as if they were the Customer and the Customer shall be liable for and indemnify the Seller for its acts and omissions of the Stand Sharer.
- 1.2 The Customer shall notify the Seller of any Stand Sharers at least sixty (60) days prior to the Exhibition. The Seller may at its discretion require the Stand Sharer to pay a separate fee to the Seller. In the event that such a fee is required the Seller shall inform the Customer prior to charging the Stand Sharer.

The Space

- 1.3 The Customer acknowledges that the Seller may need to make alterations to the ground plan in the best interests of the Exhibition and to alter the shape, size or position of space allotted to the Customer. No alteration to the space allotted will be made in such a way as to impose on the Customer any greater liability in relation to payment of fees.

- 1.4 Unless otherwise agreed by the Seller in writing, the Customer must occupy the stand space by opening time on the first day of the Exhibition. If the Customer fails to do so for any reason it will be deemed to have cancelled its Stand Space allocation and the Seller shall be entitled to re-allocate the Stand Space to a third party. For the avoidance of doubt, the Customer shall still be obliged to pay the Cancellation Fee.

- 1.5 If the Customer wishes to change the location or the size of the Stand Space for an Exhibition, then it must send written notice of such wish to the Seller by email to the Customer's representative for the Exhibition. There shall be no obligation on the Seller to accept such change, but if the Seller accepts such change the Customer will need to enter into an addendum to the Front Sheet which sets out the changes that have been made. Until the addendum has been agreed and signed the change shall not be deemed to have been accepted. The Customer acknowledge that there may be additional costs associated with the changes that it makes, and such additional costs will be set out in the addendum.

- 1.6 If the Customer wishes to amend its stand type from "Shell Scheme" to "Space Only", it must send written notice of such wish to the Seller by email to the Customer's relevant representative for the Exhibition. Such notice must be received by us no later than 60 days prior to the start of the Exhibition. There shall be no obligation on the Seller to accept such request and no such requests received within 60 days of the start of the Exhibition will be accepted. If the Seller accept the reduction the Customer will receive an addendum with such changes reflected and the Customer reserve the right to charge a cancellation fee calculated which represents the difference in price between "Shell Scheme" and "Space Only" for the Stand Space.

- 1.7 Customer shall ensure that the Stand Space is left in good order and in a clean condition at the end of the duration of use and is left in accordance with the rules and regulations of the Venue.
- 1.8 If the Customer fails to keep the rooms in good condition in accordance with 1.7 above the Seller may elect to carry out these obligations and retain or dispose of any items of the Customer remaining at the Venue and the Customer shall be liable for any costs incurred by the Seller in doing this.

Insurance

- 1.9 All Customers must maintain at all times adequate insurance to protect themselves and others (including Stand Sharers) in relation to their attendance of the Exhibition. In the event that an exhibitor does not have its own public liability insurance in place the Seller has arranged for exhibitors to be covered under its insurance policy for a participation fee (the "Insurance Participation Fee"). An "Evidence of Insurance as an Exhibitor" document, summarizing the cover provided, will be issued by email when payment of the Insurance Participation Fee is made. The Seller acknowledges that payment of the Insurance Participation Fee must be made before the Exhibition commences.

- 1.10 The standard limits provided by the Insurance Participation Fee are:

Exhibitor Expenses - Standard Limits: GBP20,000; Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open the Customer's stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of the Customer's staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond the Customer's control.

Exhibitor Property - Standard Limits: GBP 20,000; Physical loss of or damage to property for which the Customer is responsible, including exhibits, stand/space, equipment, and other items, brought to the Exhibition, being brought to the venue for the purposes of the Exhibition.

Exhibitor Liability - Standard Limits: GBP 2,000,000, any one occurrence. Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Venue.

A full specimen wording, showing the terms, conditions and exceptions of the cover, is available from InEvexco Ltd and can be viewed <https://www.inevexco.co.uk/insurance-services/and-exhibitors-insurance>. It is the Customer's responsibility to read the policy wording as some exclusions apply. This service is provided on a non-advised basis and it is the Customer's responsibility to make sure that the minimum limits are sufficient for its needs.

If the Customer already has adequate Public Liability cover in place up to a minimum level of two million pounds (£2,000,000). The Customer will need to send evidence of the existence of this cover to a portal address provided by the insurer. Evidence of cover will be reviewed by InEvexco Limited who are a specialist insurance broker and who administer the Seller's insurance InEvexco Ltd are authorized and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 590079. The FCA's register can be accessed through www.fca.gov.uk. The evidence of cover should be received at least 30 days prior to the Exhibition opening. Please do not send any insurance documentation to the Seller directly.

In the event that InEvexco is satisfied with the insurance arrangements that the Customer has in place, and where the Customer has already paid the Insurance Participation Fee, the Customer shall be entitled to a credit of a sum equal to the Insurance Participation Fee. This credit shall be set off against any outstanding fees that are due to the Seller.

The Seller accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of quality, fitness for purpose or access to or provision of the insurance policy by InEvexco Limited. The Seller has no responsibility to the Buyer for, and hereby disclaim all liability arising from the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder.

2. USE OF HIRED ROOMS

- 2.1 For the purposes of these special conditions the reference to "Hired Rooms" refers to the rooms at the Venue that the Seller has agreed to make available to the Customer and as set out in the Front Sheet.
- 2.2 The Customer shall be entitled to use the Hired Rooms solely for business purposes and only during the specific times that the Customer has booked those Hired Rooms;
- 2.3 The Customer shall ensure that the Hired Rooms are left in good order and in a clean condition at the end of the duration of use and are left in accordance with the rules and regulations of the Venue.
- 2.4 If the Customer fails to keep the rooms in good condition in accordance with 2.3 above the Seller may elect to carry out these obligations and retain or dispose of any items remaining in the Hired Rooms and the Customer shall be liable for any costs incurred by the Seller in doing this.

3. DELEGATE PASSES

- 3.1 The Customer is entitled to the number of delegate passes for the Exhibition as set out in the Front Sheet.
- 3.2 The Customer shall provide us with the names of the delegates attending at least thirty (30) days prior to the date of the Exhibition.
- 3.3 It is the Customer's responsibility to check and ensure that all delegates have the necessary and appropriate documents for entry into the country where the Exhibition is being held. This includes but is not limited to valid passport, visa, vaccinations certificates, health and personal insurance documents for the duration of the Exhibition for any period thereafter.
- 3.4 The Customer shall ensure that delegates:

- a) do not distribute any material or product which may be considered by the Seller to be defamatory or offensive or which infringes or may infringe third party rights;
- b) do not transfer or share their delegate passes;
- c) provide photographic identification upon request by the Seller;
- d) do not behave in any manner that is or may be objectionable to other delegates or sponsors at the Exhibition.

4. SPEAKER SERVICES

- 4.1 Where the Products include a speaking opportunity (the Speaker Services) the terms of this section will apply.
- 4.2 The identity of the individual speaking must be agreed with the Seller in writing within thirty (30) days of this Agreement being signed. No changes can be made to the identity of the speaker without the Seller's agreement in writing, such agreement not to be unreasonably withheld. At the Seller's request the Customer will provide a biography of the speaker for the Seller to include in Exhibition materials.
- 4.3 If the Speaker is unable to perform the Speaker Services for any reason or if the Seller notifies the Customer under paragraph 4.2 above, that it did not accept the identified speaker the Customer must notify the Seller of its proposed replacement speaker for the Exhibition as soon as reasonably practicable. If a replacement speaker cannot be agreed, both parties acting reasonably by a date which is at least 21 days prior to the first day of the Exhibition, the Seller shall be entitled to cancel the Customer's right to provide Speaker Services at the Exhibition. The Cancellation Fees will be due in accordance with the Agreement.
- 4.4 The Customer is responsible for any visas or other applications the speaker may require. The Customer is also responsible for the payment of the speaker expenses unless otherwise agreed with the Seller.
- 4.5 The topic format and content of the Speaker Services will be agreed between us prior to the Exhibition and in any event no later than thirty (30) days prior to the first day of the Exhibition. The Customer shall ensure that the speaker collaborates with us to produce the final content.
- 4.6 If requested by the Seller, the Customer shall ensure that the final version presentation slides and/or audiovisual content are provided to the Seller no later than seven (7) days prior to the Exhibition.
- 4.7 In the Customer's agreement with the speaker it shall ensure that the Speaker is informed of the following and has consented to the following:

- a) The Seller's right to record the Speaker and the speaker has waived any moral rights that the speaker might have in such recording;
- b) The speaker grants the Seller a right to use the content of the presentation for the Seller's promotional purpose
- c) The speaker gives the Seller permission to promote the speaker at the Exhibition including via social media.