UNITED KINGDOM CUSTOMER TERMS AND CONDITIONS FOR EXHIBITING AND SPONSORSHIP

The following standard terms and conditions (the **"Conditions"**) are agreed to by the Organiser and the Customer, with respect to participation in Event described in the Booking Form to which these terms and conditions relate, undertaken by the Organiser pursuant to this Agreement.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Conditions:

"Affiliate"	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;
"Agreement"	means these Conditions, the Exhibitor Services Manual as the same may be supplemented or amended by the Organiser from time to time, and the Booking Form;
"Booking Form"	means the Organiser's prescribed form for booking Exhibit Space at the Event to which these Conditions are attached, and which is to be completed, signed and returned to the Organiser by the prospective Customer;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Business Hours"	means the period from 9.00 am to 5.00 pm London time on any Business Day;
"Confidential Information"	means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "Disclosing Party"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;
"Control"	means in respect of any entity, the beneficial ownership of more than 50% of the issued share capital or other equity interests of that entity or the legal power to direct or cause the direction of the general management of that entity, and Controls and Controlled shall be construed accordingly;
"Customer"	means the company, firm or person identified as the Customer on the Booking Form and who has applied for and been allocated Exhibit Space at the Event and/or has applied for and been accepted to act as a sponsor for the Event;

"Customer Representative"	means the person named on the booking form by the Customer to be its representative in connection with all matters concerning the Customer and the Event;
"Data Protection Regulations"	means all applicable data protection, privacy and electronic marketing legislation including Directives 95/46/EC and 2002/58/EC, Regulation (EU) 2016/679 and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and any codes of practice relating to the same;
"E-registration fee"	means an amount charged in respect of the inclusion of the Customer's name and logo on the appropriate Event website;
"Event"	means the specific exposition(s) or conference(s) described on the Booking Form to be held at the Venue or at such other location and dates as the Organiser designates in accordance with these Conditions;
"Exhibit"	means the articles, goods or services put on display by the Customer;
"Exhibit Only Customer"	means a Customer who has applied for and been allocated Exhibit Space at the Event and who has neither applied for nor been accepted to act as a sponsor for the Event;
"Exhibit Space"	means the amount of exhibition floor space at the Venue allocated to the Customer during the Event, as set out in the Booking Form;
"Exhibitor Services Manual" or "ESM"	means the document(s) setting out the information relevant to the Event (including the Organiser's operational procedures and requirements relating to the Event) which is provided to the Customer Representative prior to the Event in accordance with clause 35.2;
"Intellectual Property Rights"	means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Organiser"	means the company who has organised the Event as named in the Booking Form;
"Parties"	means the Organiser and the Customer, and **"Party"** means either of them, as applicable;
"Shell Scheme Stand"	means the standard form stand design provided by the Organiser as set out in the Customer Services Manual;
"Space Only Exhibitor"	means a Customer who only buys Exhibit Space from the Organiser and erects their own stand and/or exhibit material rather than buying Exhibit Space together with a Shell Scheme Stand;
"Sponsor Materials"	means any advertising, publicity or other such materials utilised by the Customer at or in connection with the Event in order to exercise the Sponsor Rights;
"**Sponsor Only Customer**"	means a Customer who has applied for and been accepted to act as a sponsor for the Event and who has neither applied for nor been allocated Exhibit Space at the Event;
"**Sponsor Rights**"	means the sponsorship rights granted to the Customer under this Agreement, as set out in the Booking Form;
"Term"	means the period from the date that the Booking Form is signed by both Parties until the close of the Event, or such other term as is stated on the Booking Form;
"Total Price"	means the total amount due to the Organiser from the Customer under this Agreement;
"VAT"	means value added tax chargeable under English Law for the time being and any similar additional tax; or for non-UK shows, the equivalent tax chargeable under the law of the relevant jurisdiction;
"Venue"	means the venue of the Event as stated on the Booking Form; and
"Venue Management"	means the owner and/or manager of the facility in which the Event is conducted, and its employees and agents.

1.2 Certain provisions in these Conditions apply exclusively and respectively, to Exhibit Only Customers and Sponsor Only Customers, and are identified as such in clauses 35 and 36, respectively.

1.3 The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.5 A reference to a **company** shall include any company, corporation or other body corporate or legal entity, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to **writing** or **written** includes email or other electronic transmission.

1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.11 References to **clauses** are to the clauses of this Agreement.

1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.13 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Application

2.1 The completion, signing and return of the Booking Form to the Organiser by the Customer will constitute an offer by the Customer to book the Exhibit Space for the Event and/or to sponsor the Event, as applicable and further described in the Booking Form and upon these Conditions.

2.2 If the Organiser accepts the Customer's offer, it shall sign the Booking Form and return it to the Customer. The Agreement between the Parties shall come into effect on the date the Booking Form has been signed by the Organiser.

2.3 In the event of a dispute between these Conditions, any provision of the Booking Form and any provision of the Customer Services Manual:

2.3.1 the provisions of the Booking Form shall prevail over these Conditions and with respect to Exhibit Only Customers, the Customer Services Manual; and

2.3.2 with respect to Exhibit Only Customers, the provisions of these Conditions shall prevail over the Customer Services Manual.

3. Payment

3.1 The Customer shall pay the Total Price to the Organiser together with any applicable VAT due in respect of that Total Price in accordance with the following provisions.

3.2 Payment may be made by cheque, credit card, debit card, bank transfer, or any other payment method offered by the Organiser from time to time.

3.3 The Total Price will be invoiced by the Organiser as follows and will become due immediately upon receipt:

3.3.1 an invoice at the time of booking for a fifty percent (50%) deposit of the Total Price (including VAT but excluding the E registration fee), plus the E-registration fee (including VAT) if applicable, will be issued immediately;

3.3.2 and invoice for the final fifty percent (50%) of the Total Price, will be issued approximately six (6) months before the Event.

3.3.3 Both invoices will have payment due upon invoice receipt.

3.4 The Organiser's invoices rendered shall be due and payable upon receipt. In the event that the agreed terms of payment on the Booking Form differ from those set out in this clause 3, the terms of payment on the Booking Form take precedence.

3.5 If any payment is overdue from the Customer, the Organiser reserves the right (in its sole discretion):

3.5.1 to suspend performance in respect of this Agreement; and/or

3.5.2 to levy a reasonable charge to reflect the additional administrative costs involved in collection of such debts, together with the costs and charges of any debt collection agency used.

3.6 The Customer will not be allowed to take part in the Event if any payment is outstanding at the first day of the Event.

4. Customer Representative

The Customer must name on the Booking Form at least one natural person to be its Customer Representative in connection with all matters concerning the Customer and the Event. Each Customer Representative is deemed to be authorised by the Customer appointing him/her to enter into other contracts with the Organiser or its agents as the Customer Representative considers necessary in connection with the Event and such contracts shall be binding on the Customer.

5. Hours of Opening

The Event will be open to visitors between the times stated and advertised by the Organiser (subject to the Venue Management's rights and Force Majeure events).

6. No Cancellation by Customer

6.1 Once this Agreement has come into effect in accordance with clause 2.2, the Customer shall have no right or entitlement to cancel this Agreement, and any attempt to do so shall be considered a material breach by the Customer of its obligations hereunder, for which the Organiser shall have and retain all rights and remedies hereunder and at law or in equity.

7. Intellectual Property

7.1 The Customer acknowledges that all Intellectual Property Rights held by the Organiser together with any goodwill attaching thereto shall remain the sole property of the Organiser, and that nothing in this Agreement licenses or otherwise grants the Organiser the right to use any Organiser Intellectual Property Rights in any way without the express prior written consent of the Organiser.

7.2 The Customer grants to the Organiser a non-exclusive, royalty-free license to use, during the Term, the Customer's name and logo in order to promote and advertise the Event and perform its obligations to the Customer under this Agreement.

7.3 The Customer agrees and consents to the use of and reproduction by or on behalf of the Organiser (and its licensees) of the Customer's name and logo in any audio, visual and/or audio-visual or electronic recordings of the Event, by all or any means and in all or any form of media whether now known or hereafter to be invented (including in connection with the Event website) throughout the world in perpetuity for the purposes of advertising, merchandising and publicity of the Event and other similar events operated by the Organiser.

8. Data Protection

8.1 If the attendees of the Event indicate that they wish to make their details available to the Customer, then the Organiser will provide to the Customer certain registration details to be used by the Customer only for its legitimate business purposes. The Organiser reserves the right to withhold all or some details concerning attendees of the Event where the Organiser determines it is necessary to do so to comply with its obligations under Data Protection Regulations. The Customer warrants to the Organiser that it shall process and use such details only in compliance with Data Protection Regulations. The Customer acknowledges and agrees that it is solely responsible for any processing activities it carries out in respect of attendee details received under this Agreement. The Organiser shall not be liable to the Customer in respect of any processing by the Customer of attendee details provided by the Organiser under this Agreement.

8.2 The Customer acknowledges that the Organiser may pass on the Customer's (or its personnel's) contact details to third party suppliers engaged by the Organiser in connection with the Event who may contact the Customer (or the Customer's personnel) directly to offer to the Customer ancillary services relating to the Event set up (such as display equipment, electrical equipment and technical support) and to contact the Customer (or the Customer's personnel) in connection with operational requirements for the Event such as Venue health and safety requirements.

9. Requirements of Superior Authorities

The Customer shall comply with all requirements imposed on the Organiser or Customer by the owners, proprietors or managers of the Venue, or any municipal or other competent

authority. In addition, the Customer shall comply with any notice of such requirements given to the Customer by the Organiser.

10. Prohibited Acts

10.1 If it appears to the Organiser that the Customer may be engaged in activities which are deemed by the Organiser in its absolute discretion to be in breach of this Agreement or contrary to the best interests of the Event, or which appear to the Organiser in its absolute discretion unethical or in breach of any law or regulation, the Organiser may cancel any allocation of Exhibit Space or display opportunity which may have been granted to the Customer, whether in the Booking Form or otherwise, and require it forthwith to vacate any Exhibit Space allocated to it and refuse the Customer the right to participate further in the Event, without the Organiser being under any liability to refund or abate any charges paid or payable in respect of this Agreement.

10.2 To the fullest extent permitted by law, the Organiser will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Customer, its employees, visitors, customers, staff, agents or contractors however so arising resulting from an exclusion under clause 10.1.

11. Limitation of Liability

11.1 Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law. Without limiting the generality of the foregoing, Customer acknowledges and agrees that (i) Organiser makes no representation or warranties with respect to either the number of Event attendees or delegates, or the demographic nature of such attendance; and (ii) Organiser will not be liable in the event of any errors or omissions in any materials provided by Organiser.

11.2 In consideration of Customer being allowed to participate in the Event, and in consideration for Organiser accepting Customer to participate in the Event, Customer acknowledges, appreciates and agrees that: (i) there is risk of injury or illness from traveling to, and participating in the Event, including (in particular, and without limitation) risks of exposure, directly or indirectly, arising out of, contributed to or by, or resulting from any infectious or communicable disease, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19) and/or any mutation or variation thereof – and while particular mitigation efforts and personal discipline may reduce this risk, the risk of serious injury or illness does exist. Therefore, Customer, for itself and on behalf of each member of its staff participating in the Event, knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assumes full responsibility for its/his/her participation in the Event; (ii) Customer assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Customer's displays, equipment, employees or representatives; and (iii) Customer, for itself and on behalf of each member of its staff participating in, or present at the Event, and their respective heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies, and holds harmless Organiser, its service contractors, the Venue and Venue Management, and their respective representatives, directors, officers, employees, agents and attorneys, associate personnel, volunteers, other Event participants and attendees/delegates, and sponsors and advertisers (collectively, the "releasees"), with respect to any and all injury, illness, disability, death, loss or damage that may occur to Customer, or to Customer's employees, agents, guests, invitees or property from any cause whatsoever, prior to, during, or subsequent to the period covered by this Agreement arising out of, or related to its/his/her participation in, presence at, or sponsorship of

the Event, including being transported to or from the conference, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

11.3 Nothing in these Conditions limits or excludes the liability of the Organiser for death or personal injury resulting from fraud or fraudulent misrepresentation.

11.4 Subject to clause 11.3, the Organiser shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (including those so arising resulting from an exclusion under clause 10.1), whether or not the Organiser was advised of the possibility of such loss by the Customer or any third party.

11.5 Subject to clause 11.3, the Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and/or the Event shall be limited to the portion of the Total Price paid by Customer.

12. Indemnity

12.1 The Customer shall hold the Organiser, Venue Management, and each of their respective Affiliates, agents, assigns and employees (collectively, the **"Indemnified Parties"** and each, an **"Indemnified Party"**) harmless and indemnify them and their employees and agents from and against any claims, liability, costs, expenses or losses arising from, or related to the Customer's participation in the Event, including:

12.1.1 any claims by third parties, including for libel, defamation and breach of Intellectual Property Rights or Data Protection Regulations, arising from the actions or omissions of the Customer in connection with the Event or in any way related to the Customer's participation in the Event (including any breach of clause 7.1); or

12.1.2 any other liability, costs, expenses or losses incurred or sustained by an Indemnified Party arising directly or indirectly from the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement, except where incurred or sustained by an Indemnified Party as a result of any damage or injury caused by that Indemnified Party or official contractors appointed by that Indemnified Party.

12.2 For the purpose of this clause 12, references to the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement include any such fraud, negligence, failure to perform or delay in performance by the Customer's employees, agents or contractors.

13. Insurance

13.1 The Customer must have adequate insurance cover in place that includes Public Liability. The insurance policies shall name as additional insureds the Organiser and the Venue Management, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to the Organiser, shall be furnished to

the Organiser. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to the Organiser.

The minimum cover and limits required (together the **"Insurance"**) are:

Public Liability

The legal liability of the Customer to pay compensation and claimant's costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Customer) or loss of or damage to property.

Minimum cover requirement: £ 2,000,000 for all stands.

Event Expenses

The full value of lost expenses directly incurred in connection with the Event as a result of cancellation, abandonment, postponement, curtailment, failure to vacate or (for Exhibit Only Customers) non-arrival of Exhibits arising from any Force Majeure event.

Minimum cover requirement: £ 10,000 for stands up 10 sqm and £ 20,000 for all other stands.

Event Property

The full value of the Customer's property whilst at the Venue, during build-up and pull-out and whilst in transit thereto and therefrom protected against loss or damage.

Minimum cover requirement: £ 10,000 for Exhibits or stands up to 10 sqm and £ 20,000 for all other stands. For Events outside the United Kingdom, the above values are the sterling equivalent required.

14. Cancellation of the Event

14.1 The Organiser shall have no liability to the Customer if the Organiser cancels, postpones or re-sites the Event, or reduces the planned period for preparation, display or dismantling the Event, due to a Force Majeure event or because the Organiser ceases to have the right to hold the Event, in which case the Organiser shall not be liable to refund any amount paid to the Organiser by the Customer.

14.2 The Organiser, in its sole discretion, may re-site the Event to another venue, change the dates for reasons other than those stated in clause 14.1, change the name of the Event, or may move all or some portion of the Event and its content (including exhibiting opportunities, conference tracks, and networking or social functions) to an on-line (virtual) format (in which case, the Organiser's Terms & Conditions – Virtual Events shall apply), all without the consent of the Customer, in which event this Agreement shall remain in full force and effect as to such changed dates and/or venue and/or under such new name and/or reformatting. If the Customer is unwilling to be re-sited at the new venue or participate on a different date or under a different Event name or format, the Organiser shall not be liable to refund any amount paid to the Organiser by the Customer. The Organiser shall not be liable for any losses, cost or expenses of the Customer arising from such re-siting or such unwillingness to be re-sited.

14.3 If the Organiser cancels the Event other than for reasons as set out at clause 14.1 or 14.2, the Organiser shall make a full refund of the Total Price to the Customer.

15. Termination of Agreement by the Organiser

15.1 The Organiser may terminate this Agreement immediately on written notice if:

15.1.1 the Customer is unable to pay its debts as a result of becoming the subject of insolvency, administration or bankruptcy or similar orders, notices, proceedings, resolutions or arrangements or by making a composition with its creditors or going into liquidation or being under the appointment of a receiver or administrator (or any analogous events occur in any other jurisdiction); or

15.1.2 the Customer is in breach of any material term of this Agreement and the breach is not capable of remedy, or if the breach is capable of remedy but the Customer has failed to remedy such breach within 14 days of receipt of notice to do so.

15.2 The consequences of such termination by the Organiser are that the Customer's Exhibit Space or other allocated space, Sponsor Rights, or other entitlements may be withdrawn, cancelled and offered to another Event customer, or used in any other manner, and any other services rendered by the Organiser may also be cancelled. Any such termination shall not oblige the Organiser to return to such Customer any amounts already paid to the Organiser in respect of this Agreement or relieve such Customer of its obligation to pay all amounts outstanding in respect of this Agreement to the Organiser.

16. Force Majeure

Organiser will not be liable for any failure or delay in fulfilling or performing any term of this Agreement if due to any cause beyond its control that, in Organiser's sole discretion, makes impossible, illegal or commercially impracticable Organiser's performance under this Agreement (each, a ***"Force Majeure event"***). Such Force Majeure events may include, by way of example and without limiting the generality of the foregoing: acts of God; flood, fire, earthquake, explosion or other casualty; damage to, or destruction of the Venue; hazardous weather conditions (actual or forecasted); war or insurrections, terrorist acts or threats of terrorism, acts of domestic or foreign enemies, riot or other civil unrest; labor dispute, work stoppages or slowdowns, strikes or specific threat of strikes, picketing, or other industrial disturbances; government law, regulation or order (including governmental advisories, quarantines and curfews) or travel advisory, or action by any governmental authority; an act, event or occurrence creating a significant risk to the anticipated attendees' health or safety; epidemics, pandemics, or any other threat or fear of any infectious or communicable disease in humans, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government in connection with, or related to any infectious or communicable disease in humans; or postponement or cancellation of the Event. Upon the occurrence of a Force Majeure event, Organiser may take such action as it deems reasonable under the circumstances, including (without limitation) the postponement of the Event (or any part thereof), to which the provisions of paragraph 14.2 shall apply, or termination of this Agreement. Organiser will, however, in the event of its not being able to hold the Event for any such reason, reimburse Customer for no more than a prorated amount of the aggregate fees received after deducting expenses incurred and to be incurred by Organiser (e.g., rent, marketing and advertising, salaries and commissions, and operating costs) but in no case shall the amount of the refund exceed the

amount of the Customer's fees paid, and there shall be no further liability on the part of either party. Organiser shall not be liable for any delay, costs, damage, losses, fees or expenses, or increased costs or other unfavorable conditions arising by virtue of a Force Majeure event or as a result of its termination of this Agreement for reasons of a Force Majeure event. but in no case shall the amount of the refund exceed the amount of the Client's fees paid.

17. Confidentiality

17.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause 17.2.

17.2 Each Party may disclose the other Party's Confidential Information:

17.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 17; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.

17.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

18. Announcements

The Customer shall not make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the Organiser, except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

19. Entire Agreement

19.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

20. Rights and Remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law or in equity.

21. Costs

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

22. No Partnership or Agency

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Notices

23.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

23.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

23.1.2 emailed to:

23.1.2.1 for the Organiser, eventops@ntmllc.com; and

23.1.2.2 for the Customer, the email address specified on the Booking Form.

23.2 Any notice shall be deemed to have been received:

23.2.1 if delivered by hand, on signature of a delivery receipt;

23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

23.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action.

24. Anti-Bribery

24.1 The Customer shall:

24.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**"Relevant Requirements"**);

24.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

24.1.3 promptly report to the Organiser any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement;

24.1.4 ensure that all persons associated with the Customer or other persons who are performing services in connection with this Agreement comply with this clause 24; and

24.1.5 within two months following the date of this Agreement, and annually thereafter, certify to the Organiser in writing, its compliance with this clause 24. The Customer shall provide such supporting evidence of compliance as the Organiser may reasonably request.

24.2 Failure to comply with clause 24.1 entitles the Organiser's to immediately terminate this Agreement.

25. Third Party Rights

25.1 Except as expressly provided in clause 25.2, a person who is not a Party to this Agreement shall not have any rights hereunder, including those available under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, all of which are hereby irrevocably and fully waived by the Customer.

25.2 Anything in clause 25.1 to the contrary notwithstanding, the Customer's obligations under this Agreement (including the indemnities at clause 11, and any other representations, warranties and undertakings hereunder) are given for the benefit of all Organiser Affiliates, and it is intended that all Organiser Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

25.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

26. Variation

Subject to clause 34, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

27. Waiver

No failure or delay by a 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28. Assignment and Other Dealings

28.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

28.2 The Organiser may at any time assign, transfer mortgage, charge, subcontract, delegate or declare a trust over any or all of its rights and obligations under this Agreement to any third party or any of its Affiliates or for the benefit of any person.

29. Further Assurance

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

30. Counterparts

30.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in .PDF, .JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

31. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

32. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. Severance

33.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 33 shall not affect the validity and enforceability of the rest of this Agreement.

33.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. Additions or Corrections

The Organiser may amend these Conditions and/or the Customer Service Manual from time to time in the best interest of the Event upon written notice to the Customer. The Customer agrees to accept notice of any such additions and/or amendments and to consider them as part of this Agreement.

35. Provisions Applicable to Exhibit Only Customers

35.1 Allocation of Space

35.1.1 The Organiser shall use reasonable endeavours to allocate the Exhibit Space or facilities applied for by the Customer in the Booking Form. However, in order to facilitate an orderly layout of the Event, the Customer agrees to accept such Exhibit Space as may be reasonably allocated to it in Organiser's sole discretion, provided that the amount of Exhibit Space allocated to the Customer by the Organiser is not less than the amount of Exhibit Space allocated to the Customer in the Booking Form.

35.1.2 The area allocated to the Customer in accordance with clause 35.1.1 shall be the full extent of the display area available to it at the Event and the Customer shall not be entitled to exhibit outside of this space. If any dispute arises as to the allocation of space, the decision of the Organiser is final.

35.1.3 In the event of the Customer giving written notice at any time prior to the Event of its intention not to take possession of or use such Exhibit Space allocated to it, or in the event of its failure to take possession of such Exhibit Space prior to the opening of the Event in accordance with the applicable move-in provisions of the Customer Services Manual, the Organiser may, without prejudice to its other rights, deal with such Exhibit Space as the Organiser in its absolute discretion thinks fit.

35.2 Customer Services Manual

The then-current version of the Customer Services Manual will be provided or otherwise made available to the Customer Representative by the Organiser prior to the Event promptly following the time that the Booking Form is signed by the Organiser. The Organiser may amend these terms from time to time in the best interest of the Show upon written notice to Customer. The Customer shall comply with its terms.

35.3 Use of Display Space

35.3.1 The Customer agrees to only display or advertise goods or services at the Event that are manufactured or supplied by it in the normal course of business. None of the Customer's goods, services, advertising, other promotional material and/or Exhibits shall in any way breach any applicable law (including intellectual property and Data Protection Regulations) or regulation or otherwise be libelous, defamatory or offensive. The Organiser may take any action that it deems necessary if it reasonably believes that any of the Customer's goods, services, advertising, other promotional material and/or Exhibits is in breach of this clause 35.3.1 (including ejection from the Event without refund or abatement of any sums paid or payable in respect of this Agreement).

35.3.2 Throughout the Event's hours of opening, the Customer undertakes to have its Exhibits and stand on display, in good order, adequately attended and not covered up. The Customer shall have no right to pack or remove Exhibits or the stand prior to the final closing of the Event without the prior written permission of the Organiser.

35.3.3 The Customer shall not bring any combustible, explosive or otherwise dangerous materials into the Venue.

35.3.4 Sales by auction are prohibited without the prior written permission of the Organiser.

35.3.5 The Customer agrees not to assign, sublet or share any Exhibit Space or facilities allotted to the Customer (howsoever provided and whether for payment or not) without the prior written consent of the Organiser, which may be refused at the Organiser's absolute discretion.

35.3.6 The Customer shall only be entitled to signage on the Customer's Event stand, listing in the Event visitor's guide and other forms of Event promotion if it has paid all sums payable in respect of the booking and signed the Booking Form. The inclusion of any other company, firm, person or organisation in these forms of promotion is strictly at the Organiser's discretion and will usually result in an additional charge.

35.3.7 The Customer may only distribute printed or other placards, handbills, circulars or other articles on its own stand, unless agreed in writing by the Organiser, in which case a separate charge will be made. The Organiser will use reasonable endeavours to prevent canvassing for orders or for any other purpose by a non-Customer.

35.3.8 The Organiser retains the right to dispose of any property of the Customer that is not collected from the Venue by the end of the breakdown period as detailed in the Customer Services Manual. The Customer will be liable for any costs incurred in such disposal.

35.4 Noise and Disturbance

If, in the reasonable opinion of the Organiser, the Customer creates noise or otherwise acts in any manner that disturbs adjacent exhibitors, the Organiser or visitors it will comply with any request by the Organiser to cease such activities.

35.5 Stand & Display Arrangement

35.5.1 Exhibits shall be so arranged as not to obstruct the general view, nor to hide the Exhibits of others. Plans for specially built stands (including layout, arrangement, height and materials) other than those constructed from the Shell Scheme Stand must be submitted to the Organiser for approval, such approval not to be unreasonably delayed or declined, before construction is commenced.

35.5.2 If any dispute arises as to the allocation of Exhibit Space, or as to the extent of any extra space deemed by the Organiser to be occupied by the Customer beyond that allocated, the decision of the Organiser shall be final.

35.5.3 If, in the opinion of the Organiser, the Customer's display extends beyond the allocated Exhibit Space, the Organiser may, at its sole discretion, charge the Customer for the extra space occupied at the prevailing rate.

35.5.4 The Organiser reserves the right to relocate any Customer at any time if the Organiser, in its absolute discretion, thinks it necessary in the best interests of the Event, but shall take all reasonable steps to provide space of a comparable size.

35.5.5 The Organiser may take any action that in deems necessary with regard to the positioning or construction of the Customer's stand(s) if, in the Organiser's reasonable opinion, there is any health or safety risk to the Organiser's staff, agents, exhibitors or visitors.

35.5.6 A Space Only Exhibitor is responsible for erecting partitions 2.5 meters high in between its own and adjoining stands, extending to the boundaries of the stands. In the event that Space Only Exhibitor's Exhibit Space borders the perimeter of the Event, the Space Only Exhibitor is responsible for erecting a partition 2.5 meters high along the rear of the Space Only Exhibitor.

35.5.7 The maximum height of stands is limited to 2.5 meters except where a greater height is expressly permitted in writing by the Organiser. Where the stand walls (including towers) exceed 2.5 meters in height, they must be clad and decorated on the reverse side overlooking another exhibitor, in accordance with such details as are approved in writing prior to the Event by the Organiser.

35.5.8 The Organiser will not permit Exhibits or displays exposing an unfinished surface to neighbouring or nearby stands.

35.5.9 The Organiser reserves the right to reject stand designs, any Customer display, or advertising that either: (i) does not comply with the requirements of the Customer Manual; and/or (ii) in the reasonable opinion of the Organiser are detrimental to the overall appearance of the Event.

35.6 Electric Lighting and Power

35.6.1 Official contractors, whose names will be included in the Customer Services Manual, will be appointed by the Organiser for electrical work on all stands. The Customer will be responsible for settling accounts for all work that it has ordered directly from a contractor and shall indemnify the Organiser accordingly.

35.6.2 Where a device is illuminated, the light must be still and not flashing and any direct light from the device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors.

35.6.3 The Customer must ensure that electrical installations on stands or Exhibits comply with all applicable law and any statutory or local regulations or requirements to which the Event may be subject.

36. Provisions Applicable to Sponsor Only Customers

36.1 Exercising the Sponsor Rights

36.1.1 All Sponsor Materials must be approved by the Organiser in writing prior to the Event, in accordance with clause 36.2.

36.1.2 The Sponsor warrants and undertakes that:

36.1.2.1 it has, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

36.1.2.2 it will exercise the Sponsor Rights strictly in accordance with the terms of this Agreement and in accordance with all applicable laws and regulations;

36.1.2.3 to the extent that the Sponsor is granted the right to use the Intellectual Property Rights of the Organiser, it will use such Organiser Intellectual Property Rights solely in the manner and form stipulated by the Organiser;

36.1.2.4 it will not exercise the Sponsor Rights in such a manner that confusion may arise in the minds of the public as to the products and/or services for which the Sponsor has been granted the Sponsor Rights;

36.1.2.5 it will not exploit the Sponsor Rights with a third party or use them in a manner that may cause confusion in the minds of the public as to the identity of the entity to whom the Sponsor Rights have been granted;

36.1.2.6 it will promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Organiser in relation to the exercise of the Sponsor Rights; and

36.1.2.7 it will use its reasonable endeavours to ensure that neither it nor any of its directors, employees, or other members of staff makes any defamatory or derogatory statements or takes part in any activities or use the Sponsor Rights in any manner which might be derogatory to or is or might otherwise be detrimental to the reputation, image or goodwill of the Organiser and/or the Event.

36.1.3 If the Sponsor Rights include the right for the Sponsor to advertise at the Event itself or on the Event website or otherwise, the following additional terms shall apply:

36.1.3.1 the size and positions of any Sponsor logos or other Sponsor Materials on signage, advertisements, printed materials, websites and electronic communication will be at the sole discretion of the Organiser;

36.1.3.2 if any dispute arises as to the allocation of space, or as to the extent of any extra space deemed by the Organiser to be occupied by the Sponsor beyond that allocated, the decision of the Organiser (taken in its sole discretion) shall be final and binding on the Sponsor;

36.1.3.3 if, in the opinion of the Organiser, the Sponsor's advertising extends beyond the allocated space, the Organiser may, at its sole

discretion, charge the Sponsor for the extra space occupied at the prevailing rate; and

36.1.3.4 the Organiser may take any action that in deems necessary or appropriate with regard to the positioning or construction of the Sponsor Materials if, in the Organiser's opinion, this would be in the best interests of the Event or there is any health or safety risk to the Organiser's staff, agents, exhibitors or visitors.

36.1.4 If the Sponsor Rights include the provision of certain details concerning attendees of the Event by the Organiser to the Sponsor, then, subject always to Data Protection Regulations, the Organiser will provide to the Sponsor the registration details it holds for such attendees of the Event to be used by the Sponsor and the Sponsor agrees to use such details only in compliance with Data Protection Regulations.

36.2 Organiser's Approval of Sponsor Materials

36.2.1 The supply by the Sponsor to the Organiser of the designs for the Sponsor Materials within the deadlines specified by the Organiser is the sole responsibility of the Sponsor, and time shall be of the essence for this purpose. In the event that such Sponsor Materials are not received by the Organiser by the applicable deadlines the Organiser reserves the right in its absolute discretion: (a) to repeat standing Sponsor Materials or otherwise to determine the Sponsor Materials that are published or displayed; (b) to charge the Sponsor for any extra costs directly incurred by the Organiser as a result of late receipt; and/or (c) to exclude the Sponsor Materials from printed or display material.

36.2.2 Subject to compliance by the Sponsor with clause 36.2.1, the Organiser will not unreasonably withhold its approval of any Sponsor Materials. Unless and until such time as the Organiser provides its express written approval, all Sponsor Materials shall be deemed **not** to be approved – there shall be no deemed approvals.

36.2.3 The Sponsor will not manufacture, distribute, issue, publish, circulate or otherwise make use of any Sponsor Materials without the prior written approval of the Organiser. In the event that at any time any Sponsor Materials fail to conform to any approved representative sample, artwork or other submission, the Sponsor shall forthwith, upon realising the error or else upon notice from the Organiser (and without prejudice to any other rights or remedies the Organiser may have in respect of the same), withdraw any and all such Sponsor Materials from circulation as soon as practicable.