

Once the below contract is complete & signed, please send to Stacey Hughes - stacey@aibusiness.com

EVENT SPONSORSHIP AND EXHIBITION AGREEMENT

EVENT DETAILS:

Event Title: The AI Summit Silicon Valley Virtual 2020	Event Code: TAI2266V
Event Dates: 30 September – 1 October 2020	

INFORMA TELECOMS & MEDIA CONTACT LTD DETAILS:

Sales Contact: Stacey Hughes	Tel: +44 207 551 9120
Email Address: stacey@aibusiness.com	Fax:
Address: 5 Howick Pl, Westminster, London SW1P 1WG	

PACKAGE DETAILS:

	Standard Exhibitor	Upgraded Exhibitor
Branding/Awareness	✓	✓
Pre-AI Summit Silicon Valley website branding	✓	✓
Lead Generation - virtual booth	✓	✓
Full access pass - access to content	2	2
Customer Logins - full access	4	4
Unlimited Exhibitor logins	✓	✓
Video calls with lead scoring	✓	✓
Host and book meetings on stand	✓	✓
Host live presentations, product launches and demos on stand	✓	✓
Content uploads	Limit of 5	Limit of 7
Exhibitor listing in matchmaking	✓	✓
Send outbound messages	20 per day	UNLIMITED
Message/video chat with attendees	✓	✓
Early access to platform for meeting set up	Event days only	2 days prior to the event
Price*	\$5,000*	\$7,500*
Please select your desired package:	<input type="checkbox"/>	<input type="checkbox"/>

Once this form is complete & signed, please send to Stacey Hughes - stacey@aibusiness.com

PAYMENT TERMS: Payment must be received 1 month prior to the start date of the event.

CANCELLATION TERMS: Cancellations must be received in writing. The following cancellation fees shall apply:



informa
tech

Cancellation received less than 120 days prior to the Event: 100%	Cancellation received between 120 and 240 days prior to the Event: 80%	Cancellation received more than 240 days prior to the Event: 50%
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By signing this document, you are agreeing to our Terms and Conditions (included below).

CONFIRMATION

Applied for on behalf of the Client:

Signed: _____

Name: _____

Date: _____

Accepted on behalf of Informa Telecoms & Media Ltd

Signed: _____

Name: Stacey Hughes

Date: _____

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<u>CLIENT CONTACT DETAILS</u>	<u>INVOICE CONTACT DETAILS (IF DIFFERENT)</u>
Contact Name:	Contact Name:
Company:	Company:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:
VAT Number:	
Purchase Order Number:	

End of Contract

SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS – VIRTUAL EVENTS

1. Definitions and Interpretation

These Conditions shall have the following meanings:

- 1.1 **"Agreement"** means these Conditions and the Application Form and any additional rules or regulations adopted by Informa for the Event;
- 1.2 **"Application Form"** means the application form or order form to which these Conditions are attached setting out details of the Package or such other document setting out details of the Package as Informa shall choose in its absolute discretion to accept;
- 1.3 **"Client"** means the person, firm, company or entity set out in the Application Form;
- 1.4 **"Conditions"** means these sponsorship and exhibition terms and conditions;
- 1.5 **"Data Protection Law"** means the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data or is established;
- 1.6 **"Directive"** means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
- 1.7 **"Event"** means the virtual exhibition, conference, show, webinar or other event organised by Informa as set out in the Application Form;
- 1.8 **"Event Site"** means the website(s) (together with any platforms and/or applications used together therewith) that will host and display the Event and Event materials, including but not limited to the Sponsorships and virtual Spaces;
- 1.9 **"Fees"** means the fees payable by the Client for the Package as set out in the Application Form;
- 1.10 **"Force Majeure Event"** means any event or circumstance arising that is beyond the reasonable control of Informa (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty);
- 1.11 **"Informa"** means the legal entity on the Application Form that is the owner, organizer, operator and/or manager of the Event;
- 1.12 **"Informa Group"** means Informa and any entities controlling or controlled by or under common control with Informa, including without limitation each of their respective employees, officers, directors, agents and representatives;
- 1.13 **"Intellectual Property Rights"** means trade marks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.14 **"Manual"** means any manual, service kit or guide provided to Client by Informa in respect of the Event, as updated by Informa from time to time;
- 1.15 **"Materials"** means all content, materials and other information that is provided by Client, its Representatives or otherwise on Client's behalf in connection with any element of the Package (including, without limitation, its name, profile, any logos, copy and other artwork);
- 1.16 **"Package"** means the Space and/or Sponsorship package in relation to the Event as set out in the Application Form;
- 1.17 **"Regulation"** means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.18 **"Reportable Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 1.19 **"Representatives"** means the employees, consultants, agents, contractors and other representatives (or any employee, consultant, agent, contractor or other representative thereof) of a party;
- 1.20 **"Space"** means the virtual exhibition space hosted on the Event Site allocated to the Client by Informa (together with the ancillary services provided to the Client in connection with such exhibition space) as set out in the Application Form; and
- 1.21 **"Sponsorship"** means the sponsorship element of the Package as set out in the Application Form.

2. Application for the Package

- 2.1 Applications for the Package must be made on the Application Form provided to the Client by Informa. Informa may at its sole discretion choose to accept applications by other means but, in any event, these Conditions shall apply. The application for the Package is irrevocable by the Client.
- 2.2 Informa reserves the right to reject any Application Form or other application from any potential Client. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Informa to the Client (whether or not it is received).
- 2.3 These Conditions are the only terms on which Informa is prepared to deal with the Client and no terms or conditions endorsed upon, delivered with or referred to in any purchase order or similar document delivered or sent by the Client to Informa will form part of this Agreement.

3. Price and Payment

- 3.1 Unless other payment terms are set forth on the Application Form, the Client shall pay the Fees together with any Taxes within 30 days from the date of Informa's invoice or full payment shall become due immediately when invoices are raised within 30 days prior to the start date of the Event. Time shall be of the essence in respect of the payment of Fees.
- 3.2 Without prejudice to any other right or remedy that it may have, if the Client fails to pay any Fees on the due date for payment, Informa shall be entitled to: (i) charge interest at the rate of 1.5% per month (or if less the maximum rate permitted by applicable law) accruing on a daily basis until the date of actual payment; (ii) refuse access to the Client and its Representatives to the Event and/or refuse to provide any element of the Package and terminate the Agreement upon which the provisions of Condition 12.2 shall apply; and (iii) where applicable, withhold the delegate attendee lists in accordance with Condition 9.3.
- 3.3 Informa shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa shall not be responsible for any losses suffered by Client due to third party fraud or misdeemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Informa's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse Client and its Representatives access to the Event, and/or (ii) refuse to provide any element of the Package.

4. Taxes

- 4.1 It is the intent of the parties that Informa will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes ("Taxes"), all of which shall be paid solely by the Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

5. Client's General Obligations

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

- 5.2 The Client warrants that it has the right, title and authority (including, without limitation, that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Client has the requisite authority to do so.
- 5.3 The Client and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, Informa or any visitors/delegates to the Event.
- 5.4 Client is required to be adequately insured in relation to its activities under this Agreement.
- 5.5 The Client shall not (and shall procure that its Representatives shall not) do or permit anything to be done that which might adversely affect the reputation or brand of Informa or the Event or make any statement that is defamatory, disparaging or derogatory to Informa or the Event.
- 5.6 The Client shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Event Site.
- 5.7 The Client agrees that it may not use any Informa Group event to leverage any other event in which the Client is a sponsor or participant.
- 5.8 The Client will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material without a license, assignment, or other legally effective permission. The Client shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such material. The Client specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMI, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request.
- 5.9 All unauthorised recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to the recording of the Event, which may include the Client's Representatives participating in the Event, and the Client consents to the use by Informa of any such recording anywhere in the world for promotional, marketing and other purposes.

6. Specific Terms relating to Space

- 6.1 Informa reserves the right to make alterations in the specification for the Client's Space in its sole discretion and at any time, which it considers to be in the best interest of the Event including (without limitation) altering the size, shape or position of the Space. If the Space is materially reduced, the Client will receive a pro rata refund of the Fees payable in respect of the Space.
- 6.2 Where agreed by both parties and as specified on the Application Form, Informa or Client will be responsible for setting up the Space. Client undertakes to (i) be responsible for the set-up of the Space allocated to Client (if applicable) and for any technical requirements to enable Client and its Representatives to use the Event Site, and (ii) participate in the Event via the Event Site for the duration of the Event.
- 6.3 The Client shall not permit the display of any materials or information that do not exclusively relate to the Client's commercial activities. Informa reserves the right to remove from being displayed, at the risk and expense of the Client, any exhibit or other item which Informa considers in its reasonable opinion (i) to be in contravention with applicable laws, regulations or the policies or procedures of Informa, (ii) infringes the Intellectual Property Rights of a third party, (iii) is likely to cause offence or annoyance or (iv) is otherwise inappropriate or which does not comply with these Conditions.
- 6.4 The Client may not sub-let the Space without the express prior written consent of Informa. If and to the extent that the Client is permitted to sublet the Space, the Client shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet.
- 6.5 If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety (including without limitation the data security and information security) of the Event, exhibitors and visitors, Informa reserves the right to suspend or block (temporarily or permanently) access to the Space, Event Site and Event.

7. Use of Client's Name and Materials

- 7.1 The Client shall provide Informa with all Materials which Informa requires under this Agreement (including but not limited to for promotional purposes) within the deadlines specified by Informa and the Client shall comply with Informa's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadline and to the specifications required by Informa, Informa reserves the right to refuse to publish, display or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.
- 7.2 The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.
- 7.3 The Client warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 7.4 While Informa will take all reasonable care in relation to the production of material and information incorporating the Material, Informa shall not in any event be responsible to the Client for any omissions, misquotations or other errors which may occur except where such losses arise as a result of Informa's negligence or wilful misconduct.
- 7.5 All Materials are subject to approval and acceptance by Informa. Informa reserves the right to in its absolute discretion to reject any Material at any time after receipt.
- 7.6 For the purposes of Sponsorship, Informa will use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Application Form. However, Informa shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation, to the size, position, section or issue of or date of publication) are made by Informa.
- 7.7 The Client hereby grants to Informa a non-exclusive, royalty free, worldwide licence to use the Material in connection with the Event and in accordance with the Agreement. The Client further acknowledges that Informa may continue to use the Material or other information provided by the Client after the Event in connection with materials or information created or relating to the Event. The Client also acknowledges that in view of the time and cost required in preparing any digital publications or other media, in circumstances where the Agreement is terminated, Informa may at its discretion continue to use the name, logo or any other Material or information provided by the Client after termination of the Agreement, where the time and cost does not allow Informa to remove, delete or cover over such name, logo or other material or information.
- 7.8 If the Client is in breach of the Agreement Informa reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to the Client.

8. Access to and Use of the Event Site

- 8.1 If applicable, the Client will be supplied with exhibitor accounts for its Representatives that are working on the Space. Such accounts are only valid in the name of the person to whom they are issued.
- 8.2 Where delegate accounts are issued as part of the Package, access to the Event Site is only available to employees of Client, are only valid in the name of the person to whom they are issued and access to a delegate account may not be shared internally or externally.
- 8.3 Client is solely responsible for the security of any passwords issued by Informa for accessing the Event Site. Informa may cancel or suspend such passwords in the event of a breach of this Agreement.
- 8.4 Client shall (and shall procure that its Representatives) comply with all laws and regulations applicable to its access to and use of the Event Site including the Informa terms and conditions of website usage (<https://tech.informa.com/terms-and-conditions>). Informa may monitor Client's use of the Event Site to ensure such compliance.
- 8.5 Informa cannot guarantee that the Event Site will operate continuously, securely, without errors or interruptions, or is free of viruses or harmful components, and Informa does not accept any liability on account of unavailability, interruptions, errors or viruses or harmful components. Client shall not (and shall procure that its Representatives shall not) attempt to interfere with the proper working of the Event Site and, in particular, shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any

SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS – VIRTUAL EVENTS

- computer system, server, website, router or any other internet connected device. Client shall be responsible for making all arrangements necessary for Client and its Representatives to have access to the Event Site.
- 8.6 Client and its Representatives, when using any networking system or any community platform made available on the Event Site, shall be bound by the following behavioural conditions: (a) you agree that any information you enter is true and accurate to the best of your knowledge; (b) you agree to respect other users of the services and shall refrain from contacting other users with untargeted announcements or requests; (c) you shall not send messages, upload or link to any defamatory, offensive, harassing, misleading or unlawful content; and (d) you shall not upload or link to content which violates a third party's Intellectual Property Rights or privacy rights.
- 8.7 Client consents (and warrants that it has in place the appropriate consents for its Representatives) to grant Informa and the Informa Group a royalty-free licence to use personal information of Client and its Representatives submitted to the Event Site within the Event Site and in ways necessary for the functioning of the Event. All personal information used by Informa will be used in accordance with our privacy policy (<https://www.informa.com/privacy-policy/>).
- 8.8 Client acknowledges and agrees that use of the Event Site shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Event Site.
- 8.9 Informa does not guarantee or warrant that any content available for downloading from the Event Site will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements.
- 8.10 Client must not:
- 8.10.1 resell, sub-license, rent, lease, transfer or attempt to assign the rights in the Event Site (in whole or in part) to any other person;
 - 8.10.2 use the Event Site in any manner other than in compliance with applicable laws and this Agreement;
 - 8.10.3 infringe Informa's Intellectual Property Rights or those of any third party in relation to its use of the Event Site;
 - 8.10.4 knowingly transmit, send or upload any data that contains viruses, Trojan horses, worms or any other harmful programs or similar computer code;
 - 8.10.5 use the Event Site in a way that could damage, disable, overburden, impair or compromise Informa's systems or security or interfere with other users; or
 - 8.10.6 interfere with, manipulate, damage or disrupt the Event Site.
- 8.11 Informa reserves the right at any time, and without notice to Client, to:
- 8.11.1 make changes or corrections and to alter, suspend or discontinue any aspect of the Event Site;
 - 8.11.2 vary the technical specification of the Event Site;
 - 8.11.3 temporarily suspend Client's and its Representatives' and third parties' access to the Event Site for the purposes of maintenance or upgrade; and
 - 8.11.4 withdraw any of the Materials (or any part thereof).
- 8.12 Informa reserves the right to remove any messages, content or hyperlinks which it believes, in its sole discretion, breaches these conditions and to temporarily or permanently block users who persistently breach these conditions. Informa shall not accept responsibility for the accuracy or reliability of the information submitted by other users and Informa shall not be held liable for any message or content sent or posted by a user of any Informa services.
- 9. Limitation of Rights Granted**
- 9.1 The Client's rights in relation to the Event are strictly limited to those set out in the Package. The Client is not permitted to: (i) establish a website specifically relating to the Event; or (ii) other than in accordance with Condition 9.2, otherwise promote or advertise its association with the Event or Informa or undertake any promotional activity in connection with the Event or Informa in any way otherwise than as set out in the Package or with the prior written consent of Informa.
- 9.2 Nothing in Condition 9.1 shall prevent the Client from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. Informa may request for any reason at any time that the Client removes any such promotional material from its website and the Client shall be required to comply with any such request promptly. Nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit Informa's or any member of the Informa Group's Intellectual Property Rights; or (ii) otherwise exploit any connection with Informa or any event run by Informa in any way.
- 9.3 To the extent the Client receives delegate attendee lists as part of the Package, Client warrants it shall (i) at all times comply with applicable data protection laws and any permissions of use given by Informa to the Client in respect of 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 Notwithstanding any other provision of this Agreement, Informa reserves the right at any time and for any reason to change the format, content and timings of the Event without liability. If the change is material to the Client's Package, Informa will inform the Client of such change as soon as reasonably practicable.
- 11. Change of Date or Cancellation of the Event**
- 11.1 Without prejudice to Condition 16.1, Informa reserves the right to change the date of the Event or cancel the Event at any time and for any reason, in which case Conditions 11.2 and 11.3 (as applicable) shall apply.
- 11.2 If the date of the Event needs to be changed or where the Event is cancelled for the current year but is reasonably expected to be held within 8 calendar months, the Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this Condition 11.2 shall excuse the Client from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Application Form.
- 11.3 Where the Event is cancelled and is not reasonably expected to be held by Informa within 8 calendar months, Informa may terminate this Agreement without liability provided that, given the Client's choice, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Client will be released from paying any further proportion of the Fees.
- 11.4 To the fullest extent permitted by law, Informa shall not be liable to the Client for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Client acknowledges that provisions of this Condition 11 set out the Client's sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by Informa and all other liability of Informa is hereby expressly excluded.
- 12. Termination**
- 12.1 Either party may terminate the Agreement at any time by written notice to the other if that other party: (i) has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Client's assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 12.2 Without prejudice to any other right or remedy it may have, in the event that Informa terminates the Agreement under the provisions of Conditions 3.2 or 12.1 Informa shall not be required to refund any Fees received from the Client and Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. Informa shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.
- 12.3 Informa may terminate the Agreement without liability immediately at any time by written notice to the Client if Informa determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Event or Informa's legitimate commercial interests. In the event that Informa terminates the Agreement pursuant to this Condition 12.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the event of termination by Informa under this Condition 12.3 and all other liability of Informa is hereby expressly excluded.
- 12.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, Informa may prevent third party access to the Space, prohibit access of the Client or its Representatives to the Event Site and/or the Space, and, if necessary, remove any Materials from the Event Site and Informa shall be free to re-licence the Space and/or resell the Sponsorship elements of the Package.
- 12.5 Conditions 7.7 and 9 to 16 (inclusive) shall survive termination of the Agreement.
- 13. Liability and Indemnity**
- 13.1 Informa does not make any warranty as to the Event or Event Site in general and in particular in relation to: (i) the presence or absence or virtual location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of exhibiting at or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all conditions, terms, representations and warranties relating to the Event, the Event Site and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 13.2 Informa Group shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including, without limitation, in relation to the provision of ancillary services and work undertaken by third party contractors (whether or not Informa sub-contractors). The Client acknowledges that services provided by Informa official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although Informa shall use reasonable care in selecting official or recommended contractors, Informa shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 13.3 Subject to Condition 13.6: (i) Informa Group shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Client including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) Informa Group shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) Informa Group's maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.
- 13.4 The Client shall indemnify Informa and keep Informa fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client, its Representatives or its invitees.
- 13.5 The Client shall indemnify Informa Group and keep Informa Group fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by Informa as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Event; or (ii) Informa's receipt or use of the Material constitutes an infringement of the Intellectual Property Rights of any third party or is in breach of any applicable law.
- 13.6 Nothing in these Conditions shall exclude or limit liability which cannot be excluded by the applicable law.
- 14. Confidential Information**
- 14.1 For the purposes of this Condition 14 "Confidential Information" means information disclosed by a party (the "Disclosing Party") to another (the "Receiving Party") relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.
- 15. Data Protection**
- 15.1 For the purposes of this Condition 15, the terms **personal data**, **controller**, **processor**, **processing**, **data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.
- 15.2 For the purposes of this Agreement and either party's processing of personal data in connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.
- 16. General**
- 16.1 Without prejudice to Condition 10, if, by reason of any Force Majeure Event Informa is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in this Condition 16.1 shall excuse the Client from the payment of the Fees under the Agreement.
- 16.2 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgment, objectivity or loyalty to the business activities and assignments under this Agreement.
- 16.3 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 16.4 If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail.
- 16.5 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
- 16.6 No rights under the Agreement may be assigned by the Client without the prior written consent of Informa. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of Informa.

SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS – VIRTUAL EVENTS

- 16.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (i) delivered by hand or courier at its registered office or principal place of business; (ii) by prepaid, first-class post at its registered office or its principal place of business; or (iii) by email to the relevant contact of either party using a correct email address. For the avoidance of doubt notice shall be deemed to be delivered at the time of delivery if delivered by hand or courier, within two working days if delivered by prepaid first class post, and the same working day if delivered by email.
- 16.8 A person who is not a party to the Agreement shall have no rights under or in connection with it.
- 16.9 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 16.10 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 16.11 Client agrees that Informa is entitled to recover reasonable attorney's fees and costs, and collection costs, in any action to collect unpaid Fees or to enforce its rights under this Agreement.
- 16.12 The Agreement is governed by the laws of the State of New York, exclusive of the choice of law rules of any jurisdiction, and the Client submits to the exclusive jurisdiction of the federal and state courts located in the State of New York having subject matter jurisdiction. Nothing in this Condition 16.12 shall prevent or restrict Informa from pursuing any action against the Client in any court of competent jurisdiction. Both parties agree to waive any rights to trial by jury.