INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

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Definitions

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- Definitions
 In these Conditions, the following terms have the following meanings:
 Booking Form: the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package or such other document setting out the details of the Package or Sorganizer may choose in its sole discretion to accept;
 Calendar Year: a full twelve (12) month period beginning on January 1 and ending on December 31;
 Calendar Year: a full twelve (12) month period beginning on January 1 and ending on December 31;
 Conditions: these terms and conditions;
 Contract: together, these Conditions and the Booking Form;
 Data Protection Law: all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Event takes place, where any element of the Package is provided and/or where Organizer or Client is established;
 Devices: any visitor lead capture application or barcode scanner device;
 Directory on online product and/or services directory or other listing (whether exclusively featuring exhibitors, sponsors and attendees of the Event or otherwise), which may include, without limitation, matchmaking functionality;
 Directory or via any other means for inclusion in a Directory.
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 Event: the exhibition, conference, show or other event organizer set out in the Booking Form;
 Fees: the fees payable by Client for the Package set out in the Booking Form;
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 Ferex Majeure Feeter: any event or circumstance arising that is not within Organizer's reasonable control (including, without limitation, governmen cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination); informa Group: includes any entity whose ultimate parent company is Informa PLC;
- cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination); Informa Group: includes any entity whose ultimate parent company is Informa PLC; Intellectual Property Rights: trade marks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world; Manual: any manual, service list or guide provided to Client by Organizer in respect of the Event, as updated by Organizer from time to time; Manual: any manual, services any marketing services element of the Sponsorship set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campalign); Materials: all content, materials and other information that is provided by Client and/or its Personnel (including, without limitation, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data); Opening Date: the first date on which the Event is scheduled to be open to members of the public. Organizer: the Informa Group legal entity set out in the Booking Form that is providing the Package; Owners: the owners, management and/or operators of the Venue; Package: the Space and/or Sponsorship and/or Directory and/or Devices package purchased by Client in relation to the Event set out in the Booking Form; as may be updated by the partles from time to time; Personnel: any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Event;
 Reportable Breach: any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, al

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Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable Once submitted to Organizer, a spooking porm constitutes an offer to purchase a Pacicage in accordance with trase Conditions and is irrevocative by Client. The submission of a Booking Form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Event, (ii) assigned to a particular exhibit hall, section or location within the Venue, and/or (iii) provided with the actual Package (including without limitation, the amount of Space and/or Sponsorship) requested. Organizer reserves the right to reject any solding form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both paries. These Conditions apply to thoract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- Fees
 Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organizer'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 Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client and its Personnel entry to the Event, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of Standard Chartered Bank Malaysia Berhad, accruing on a daily basis and being compounded quarterly until asyment of the overdue sum for the vortice was mis made, whether before or after judeement. Where Organizer takes any such action. Client shall not be
- the base lending rate from time to time of Standard Chartered Bank Malaysia Berhad, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Organizer takes any ush action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full. It is the intent of the parties that Organizer shall receive the Fees in full and that any; (i) banking and other transfer of payment charges, and (ii) applicable VAI, GST, sales and/or service taxes shall be paid soleby by Client (in addition to the Fees). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant text at value of the contraction of the Contr

- Client's general obligations

 Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein.

 Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Event. Windination, client shall provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.
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- accurate.

- provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.

 Client is solely responsible for obtaining passports, visas and other necessary documentation for entry into the country or territory where the tevent is held. It Client and/or its Personnel cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

 Client is solely responsible for obtaining any licences, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Event and display its exhibits, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.

 Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event website. Although Organizer shall take reasonable care in any such publication/display, it shall not be lable for any errors, omissions or misquotations that may occur.

 All unauthorised filming, sound recording and photography of the Event, and all unauthorised transmission of audio or visual material at the Event, by Client and/or its Personnel expressively prohibited. Client and/or its Personnel expressively prohibited. Client adnove its Personnel and any material in whatever media recorded in violation of this Condition 4.8, and (ii) that the copyright and other intellectual Property Rights in any such material shall vest in Organizer and to Presonnel shall be permitted to film, sound record and photography the Event, intellectual of the promotional and exclusive owner of such filming, sound recording and photography of the Event. Client acknowledges and agrees that Organizer and in Sersonnel shall be permitted to film, sound recording t
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 Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third seather. 4.10.

- Data protection

 Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Eligo 2016/679)). Early that each party acts as a data controller for the purposes of the General Data Protection Regulation (Eligo 2016/679)). Early shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in growing such information and assistance as the other party may reasonably request to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such brainable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/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 Contract, it shall: (i) provide the other party with reasonable details of such communication from any supervisory authority relating to the processing of personal data in accordance with its privacy policy, which can be found here: https://www.informa.com/privacy-policy.
- https://www.informa.com/privacy-policy/.
 Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Package, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's with Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

- Specific terms relating to Space
 Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space is stand access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvasor so clidic for business in any other area of the Venue.

 Client undertakes: (i) to occupy the Space in time for the opening of the Event, (ii) at all times during the Event to ensure that its Space (and exhibition stand prior to trend osing of the Event.

 Client shall not therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/times and other hazards (falling which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expensely, and (iii) not to close its exhibition stand prior to the closing of the Event.

 Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. No exhibit will be allowed into the Venue without an inficial delivery order or customs cleanace document relating to such exhibit. The display of any working or moving exhibit
- demonstration which Organizer considers in its reasonable opinion: (I) contravenes any law and/or any applicable industry regulations/standards (including, without limitation, CTES trade regulations or any other standards issued by IUCN), (II) constitutes counterly goods and/or infringes the Intellectual Property Rights of any third party, (III) is likely to cause offence, and/or (Iv) does not otherwise comply with these conditions. Unless the provisions of Condition 6.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing. Exhibits and displays should not exceed the height of the exhibition stand walls unless written permission has been received from Organizer. Plans for any non-shell scheme Space must be in compliance with the specifications and submitted for approval as set out in the Manual. Organizer reserves the right to order the alteration or removal of any exhibition stand which differs from the approved plan or which does not conform to any of the required specifications. The costs of any alteration and/or removal shall be entirely borne by Client. If such alteration or removal is not made within the time required by Organizer, Organizer may undertake the same at the risk and cost of Client, which shall reimburse Organizer on demand. Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding of the Space.

 Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space share agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is all be sole

- granted, corkage fees may be required).
 Except in connection with any Event that is open to consumers and/or with the prior written consent of Organizer, retail sales (and the delivery 6.9
- of any associated products and/or services) are not permitted on the Event floor.

 At such time after the close of the Event as Organizer may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk 6.10.
- and expense.
 Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, safety and/or security of the Event and/or any other attendee of the Event, Organizer reserves the right without liability to close Client's exhibition stand. 6.11

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 Specific terms relating to Sponsorship (including, without limitation, Marketing Services)

 Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

 Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable dearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Organizer in connection with the Package without restriction and that they do not benefic anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of anylay, (iv) not and will not be the subject of any claims, demands, liens, encurbose or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and (iv) if provided in digital form, free from any visuses and any other malware or corrupting elements of any kind that they shall ouse any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing. Although Organizer shall take reasonab Authorized organized shall cake reasonable care in the production of any deliverable incorporating the Materials, it shall not be induced in any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organizer cannot guarantee any exact colour matches in its incorporation of Materials and any colours used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after receipt. Organizer shall use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications
- provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.

 Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details in connection with the creation of any materials relating to the Event. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event cannot reasonably be justified by Organizer.

 If all or part of the Sponsorship comprises Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery if all or part of the Sponsorship comprises Marketing Services, organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliver to Organizer, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list, in a format specified by Organizer, by no later than five (3) days prior to the start of a campaign, communications from and/or relating to Client and/or any of its affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Organizer with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all con
- 7.6. reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

Specific terms relating to Directories 8.1.

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- Specific terms relating to Directories

 If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply. The Booking Form may specify that it is mandatory for Client to purchase a Directory entry in connection with the Event.

 The length of time that Client is entitled to have a Directory entry live for, and the extent of its coverage within and benefits related to such Directory, shall be specified in the Booking Form.

 Client acknowledges and agrees that all usernames and passwords used to access any Directory are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall proucine that its Personnel (as applicable) client shall not part of the strest suce such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and/or its Personnel). Client shall notify Organizer immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding any Directory that comes to its attention.

 All Directory Content must comply with these Conditions. Organizer reserves the right to remove any Directory Content shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content.

 All Directory Content shall be considered non-confidential and non-proprietary. Client walves any moral rights in the Directory Content to the fullest extent permitted by law.
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 ectory Content shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Directory Content to the
 - All Directory Content shall be considered non-confidential and non-proprietary. Client waves any moral rights in the Directory content to me fullest extent permitted by law.

 Client warrants, represents and undertakes that the Directory Content is: (i) accurate and complete, (ii) Client's pown original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approxil, lience or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Directory Content available to Organizer in connection with the Package without restriction and it does not bread or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party, (iii) not in any way defamatory, to mining anyone ears a light of mountain growth of the mountain of the medical Property in any way illigad and that it does not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liers, encumbrance or rights or any kind that could or will impair or interfere with Organizer's use of the Directory Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of
- adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to a Directory). Client further represents, warrants and undertakes that such information is limited toge and details of which may be uploaded to a Directory). Client shall nesure that the Directory Content relates exclusively to Client's own commercial activities. Without limitation to Condition 16.4, Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with the Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.
 Organizer cannot guarantee that a Directory Shall operate continuously, securely or without interruption and Organizer does not accept any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of any Directory, (ii) vary the technical specification of any Directory, and/or (iii) it impropratily suspend and/or discontinue any aspect of any Directory, (iii) vary the technical specification of any Directory, and/or (iii) it impropratily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.
 Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website. Client acknowledges and agrees that use
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- Organizer's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only. 8.13

INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- Specific terms relating to Devices

 If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the Event.

 Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (Device Supplier). Devices enable Client to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require client to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier stems of use, By agreeing to Device Supplier services a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier services shall be non-refundable.

 Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.

- it acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such dee's badge.

 I acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead rer services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Supplier may be sing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use. but prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Colinion 9, Organizer was the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to Device Supplier
- Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Supplier. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any Devices that are not returned anterest on incurred by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer is to a contact the contact of the contact Device Supplier to resolve any issues. Client or the contact of the contact Device Supplier to resolve any issues. Client or the contact of the contact of the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. Client or the contact Device Supplier to resolve any issues. connection with any Devices, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only.

Visitor, delegate and Client's Personnel passes
Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel quest at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

Limitation of rights granted

Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing as web link to the Event website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Event, and/or (iii) otherwise permote or advertise its association with the Event and/or Organizer, except as exploys stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Informa Group.

Changes to the Event

Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of such changes

- Cancellation and changing the date(s) of the Event by Organizer
 Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held) in the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a bleninal basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the payment terms of the Fees in accordance with the payment terms stated in the Booking Form.

 In the event that is held on a bleninal basis, in the next two (2) Calendar Years), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.

 Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.
- 13.4.

14. 14.1.

- The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and
- payable in Iuit. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1 (byton any such cancellation by Client, Client shall pay Coganizer such cancellation feas are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall be fixed by reference to the ciginally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event than changed pursuant to Condition 13.2 (all Condition 13.2). 14.2.

- Termination
 Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Informa Group and either the breach is irremediable or Client has not remedied the breach lift he same is capable of remedy) within fourteen (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 Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed for an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disreptute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 15.1, Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

 Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to case trading with certain individuals/centities and/or in certain geographical locations, and/or (iii) decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2. In the event that Organizer remains this Contract to this Contract or paying any further portion of the Fees. Client acknowledges and shall be refleased from paying any further portion of the Fees. Client acknowledges
 - paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 15.2 and all other liability of Organizer is hereby expressly excluded.

 Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability
- to close Client's exhibition stand, remove Client's Personnel from the Event, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it shall
- deem fit.

 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of
- termination.

 Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract 15.5

- Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination or this contract.

 Liability and indemnity

 Organizer does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendees of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event, and/or (b) any products and/or sponsor or attendee at the Event and/or the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all trems, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.

 Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stands/hell scheme plans, stand-building, shell scheme, graphics, fright shipment, logistics, transportation and delivery-services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or feed on the event and
- Subject to Condition 16.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, (ii) neither Organizer nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punithve loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or thet) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member of the Informa Group's) maximum aggregate in a liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel at the Event and/or on any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Informa Group arising out for in the Package constitutes an infringement of the Informa Group and the property Right on the Informa Group and the Content in Connection with the Package constitutes an infringement of the Informa Group and The Package, any failure of Client and/or its Personnel of any law, (iv) where Client harders an infringement of the Informa Group with Condition 5.2, and (v) where Client harders as infringement of th Subject to Condition 16.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its
- in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contract.

 Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

- Insurance
 Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall itself take out and maintain at all times both public liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property or not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policies and receipt[5] for payment of premium on request.
 Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request.

 To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 17.2 (inclusive) shall apply to any such Space sharer(s) in the same way as they apply to Client.

 In the event that statisfactory evidence of insurance cover is not provided, Organiser shall be entitled to ancel Client's right of participation immediately (including, without limitation, that of any Space sharer(s)) and Client shall not be entitled to any refund.
- 17.3

Sustainability
Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help 18. 18.1. writing (acting reasonably).

- 19.1. 19.2.
- General

 Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

 From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffreed or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works. Client acknowledges and agrees that Organizer and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footfall, attendee, user or online behaviours and usage data relating to any Directory, Devices and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package, the Event and/or any entry events owned, organized, managed or operated by Organizer and/or any member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, without limitation, Organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, without limitation, organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, without limitation, organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, Organized, and available by Client and/or its Personnel

- matter hereof.

 Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consort Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Organizer with the staging of the Event and/or the facilitation of the Package. 19.7
- 19.8.
- Package.

 No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law. If any provision of this Contract is or becomes invoidil, illegal or unenforceable, that provision 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 shall be deemed deleted. Any modification to or deletion of a provision under this Condition 19 shall not affect the validity and enforceablity there of this Contract. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

 Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.

 Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

Name & Authorised Signature

Governing law and jurisdiction
This Contract shall be governed by and construed in all respects in accordance with the laws of Malaysia and the Client submits to the non-20.1. exclusive jurisdiction of the Malaysian courts for all purposes relating to this Contract

We agree to abide by the Terms and Conditions overleaf, and the Rules and Regulations of the Organisers as specified in the Exhibitor's Manual and with any amendments which may be made by the organiser and/or the hall landlord

Authorised Person's Name:	 	
Company Stamp:		
Date:		