

## **SCHEDULE 1 - EXHIBITOR BOOKING TERMS AND CONDITIONS**

### Introduction

Haymarket Media Group Ltd is a company registered in England and Wales. Our company registration number is 00267189 and our registered office is at Bridge House, 69 London Road, Twickenham, TW1 3SP (“**we/ us**”). Our registered VAT number is 232 5842 72. These terms and conditions set out the basis on which we have agreed to provide you (“**you**”) with an Exhibition Space at an Exhibition.

### **1 Making a booking**

- 1.1 If you wish to book an Exhibition Space at an Exhibition, you must submit a completed Order Form to us. Our acceptance of your booking will take place when we counter-sign the relevant Order Form and return a copy to you, at which point a legally binding contract will come into effect between you and us (a “**Booking**”).
- 1.2 These Exhibitor Booking terms and conditions set out in this Agreement shall apply to a Booking and shall take precedence over any conflicting terms and conditions set out in the Order Form, except to the extent that your Booking expressly overrides these terms and conditions.
- 1.3 Our agreement with respect to your Booking comprises the terms and conditions set out in your Order Form and these terms and conditions (the “**Agreement**”). Accordingly, no promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which may be implied by law, other than the explicit terms set out in this Agreement, shall form part of our Agreement.
- 1.4 Acceptance of a Booking shall not (unless it expressly stated otherwise) prejudice any rights, obligations and/or remedies both you and us may have and which have accrued independently of this Agreement.

### **2 Exhibition Space**

- 2.1 You shall occupy the Exhibition Space for the period referred to in the Order Form as a licensee. You shall not obtain any right of exclusive possession, occupation of and/or any other proprietary interest in or to the Exhibition Space.
- 2.2 You shall not sublet, nor attempt to transfer nor share occupation of the Exhibition Space or any part of it, except that you may share occupation of the Exhibition Space with other companies which are in the same corporate group as you or which are directly associated in business with you where we have provided our prior written consent to such sharing.
- 2.3 We reserve the right to make changes in the layout of the Exhibition at any time including, for example, due to a need to accommodate additional features or events in the Exhibition or to comply with applicable law (including any requirements or regulations of the Authorities) and/or the requirements of the owner/operator of the Venue. Accordingly, any allocation to you of an Exhibition Space is provisional and is subject to change by us in our sole discretion. If, as a result of any such changes, we increase or reduce the size of your Exhibition Space, the Charges shall be increased or reduced (as applicable) pro-rata to the relevant increase or reduction in the size of your Exhibition Space.
- 2.4 You shall not display any Exhibit that has a height limit of more than 2.5 metres. If you wish to construct an Exhibit of over 2.5 metres, you shall submit a proposal plan to us for our review and must obtain our prior written approval of such plan.
- 2.5 You shall ensure that your Exhibition Space is clean, tidy and in good order at all times. If we consider (at our sole discretion) that your Exhibition Space does not meet this standard, we reserve the right to remedy such breach at your cost and expense.
- 2.6 We will provide you with a cleaning service with respect to your Exhibition Space at no extra cost. You shall deposit all rubbish from your Exhibition Space so that it is accessible for the cleaners at the end of each day of the Exhibition.
- 2.7 Where you wish to organise activities or events in your Exhibition Space, you shall give us reasonable notice of such activities or events prior to the Exhibition. Where we consider such activities or events involve some risk to participants, the public and/or other people at the Exhibition or their property, we may require you to, and in these circumstances you shall:
  - (a) enter into a separate indemnity by way of deed in our favour and/or the favour of such other person we may specify in respect of any liability arising from or in connection with such activity or event, in a form specified by us; and

- (b) obtain from participants a form of waiver and/or indemnity in a form that we have approved and/or as may be required by a Venue.

### 3 Exhibits

- 3.1 All Exhibits must be properly affixed and constructed so as to avoid danger to any person(s) visiting or taking part in the Exhibition.
- 3.2 Exhibits must be removed from the Exhibition by the time stated in the Order Form.

### 4 Admissions, Passes & Exhibition Guide

- 4.1 You shall ensure that any non-transferable passes we supply with respect to our admission of you, your employees, agents, contractors, guests and/or visitors to the Exhibition are presented on request. If you attempt to transfer such a pass to someone who is not an Entrant or otherwise dispose of it, such pass shall become immediately forfeited and no further passes shall be issued in its place.
- 4.2 We reserve the right to refuse admission to and expel from the Exhibition any person(s) for any reason whatsoever at our sole discretion.
- 4.3 We may publish an official guide to the Exhibition. If we do, you shall provide us promptly upon request with such information in relation to you or your Exhibit as we may require in connection with this guide. However, we are not responsible nor liable for any omissions and/or errors in the guide unless we have been notified in writing of such omissions and/or errors by the relevant dates specified in the Exhibition Regulations.

### 5 Exhibition Regulations

- 5.1 You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with the Exhibition Regulations and any reasonable instructions given to you by us or on our behalf in connection with the Exhibition. The Exhibition Regulations will cover such topics as (but not limited to): (a) stand design and presentation, (b) erection and clearance of stands, (c) restrictions on permitted activities during the Exhibition, (d) arrangements for celebrity appearances, (e) exclusions of dangerous materials and fire precautions, (f) compulsory insurance, (g) trading standards and counterfeit goods, (h) electrical installations, (i) admissions and passes, (j) sound and radio equipment, (k) storage of stock, and (l) stand opening times.
- 5.2 The detail of the Exhibition Regulations varies from exhibition to exhibition and we will provide you upon request with an example of the Exhibition Regulations that we produced for a previous exhibition. Approximately three months (or such other time as we may determine) before the first day of the Exhibition, we will send you the Exhibition Handbook.
- 5.3 It is possible that the owner/operator of the Venue may also notify you of additional requirements and regulations with regard to the Exhibition ("**Additional Requirements**"). Such Additional Requirements and regulations may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with (a) applicable Laws (b) the Exhibition Regulations and (c) any Additional Requirements and we shall be entitled to terminate this Agreement if we suspect that you are in breach of any regulations or requirements referred to in limbs (a) to (c).

### 6 Installations, Sound & Visual Aid Equipment

- 6.1 Any and/or all electrical installations must be undertaken by the official electrical contractor as listed in the Exhibition Handbook and you shall be responsible for settling accounts directly with that contractor. No electrical work may be carried out without our prior written consent and we have the right to refuse the display of any electrical device if, in our opinion, it is, or may become, a nuisance to the other exhibitors, visitors and /or guests.
- 6.2 You shall not use sound amplification equipment unless the sound is contained within the area of your Exhibition Space. You shall ensure that any visual aid equipment for your stand is positioned so that intended viewers congregate within your Exhibition Space.
- 6.3 You shall ensure that no leads connected to any electrical device are outside your Exhibition Space and that they are appropriately routed to ensure that they do not form a hazard.

### 7 Fire Risks & Safety

- 7.1 You shall comply with all fire and safety regulations that apply to the Exhibition and/or the Venue [as set out in the Exhibition Handbook]. You must ensure that aisles and fire exits are kept clear of Exhibits.
- 7.2 All materials used for the interiors of Exhibits must be thoroughly fire-proofed to the satisfaction of the Venue and/or our fire advisor and failure to do so may result in the removal of all non-compliant materials.

- 7.3 You shall not use plastics in the construction of Exhibits without our advance written permission. If you suspect or discover an outbreak of fire, however slight, you must make immediate use of the extinguishers and notify the Venue organiser immediately.
- 7.4 You shall not bring into the Venue any substance or article which might potentially be Hazardous without our prior consent, and shall ensure that you comply with any requirements that we may attach as conditions to our consent. For the purposes of this clause 7, "Hazardous" means, in relation to any substance anything that, in our opinion, may (a) create a risk of fire, explosion and/or the release of noxious gases, (b) soil and/or cause damage to the Venue or its contents, and/or (c) cause any risk to the health or safety of occupants of the Venue.
- 8 Cancellations & Change of Venue**
- 8.1 We reserve the right to cancel, postpone or move the Exhibition to another Venue for any reason whatsoever. However, we will notify you as soon as possible if we do so.
- 8.2 If the Exhibition is cancelled, we will refund you (without interest) any instalments of the Charges you paid to us paid as at the date of cancellation and no further instalments of the Charges shall be payable by you.
- 8.3 If the Exhibition is postponed or moved to another venue, we will provide you with details of the new dates and Venue. For the avoidance of doubt, this shall not entitle you to terminate this Agreement nor shall it affect your obligation to pay the Charges.
- 8.4 Subject to clause 15.1, you agree that we will have no liability under this Agreement in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with any cancellation or postponement of the Exhibition or the move of the Exhibition to a new Venue.
- 9 Withdrawal**
- 9.1 You can withdraw from the Exhibition at any time by notifying the Company in writing. If you decide to withdraw a cancellation fee shall become payable by you to us. We will calculate the cancellation fees from the date we receive notice of your withdrawal as follows:
- (a) if such date is more than 6 months before the first day of the Exhibition: 50% of the Charges payable; and
  - (b) if such date is 6 months or less before the first day of the Exhibition: 100% of the Charges payable.
- Where applicable, the cancellation fee may be set off against any Charges already paid to us. Any remaining balance of the cancellation fee will be payable within 30 calendar days of the date of our invoice for the cancellation fee.
- 9.2 If you decide to withdraw, we may resell or reallocate your Exhibition Space. However, if we do, we are not obliged to reimburse or reduce any Charges paid to us by you.
- 10 Charges & Payment**
- 10.1 You shall pay the Charges in the instalments (if any) shown on the Order Form on the date(s) shown on the Order Form or as otherwise agreed in writing by you and us. Unless stated otherwise on the Order Form, you shall pay each instalment of the Charges within thirty (30) days of the date of invoice and in any event, in full prior to the start of the event.
- 10.2 Notwithstanding any other provision of this Agreement, where we have applied any discount to the Charges, such discount shall cease to apply where we become aware that you are, or have been, in breach of this Agreement (including in breach of the Exhibition Regulations). In these circumstances, you shall refund us an amount equal to the amount of the discount applied with respect to the Charges already paid by you as at the date we become aware of such breach.
- 10.3 You shall also refund us any additional fees, costs and expenses that we may incur in connection with goods or services provided to you at your request by or on our behalf other than those set out in this Agreement.
- 10.4 If you fail to make payment of any Charges due ("**Debt**"), then you shall be liable to pay (a) an administration fee; and (b) interest (accruing on a daily basis) on the unpaid amount to be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date of payment.
- 10.5 You shall indemnify us against any and all costs and expenses incurred by us (including legal costs and expenses) in connection with recovering Debt from you.
- 10.6 Irrespective of clause 20.2, we shall be entitled to initiate proceedings against you without any notice in order to recover a Debt.
- 10.7 All sums payable by you under this Agreement are payable in Pounds Sterling to the bank account indicated on the invoice and are exclusive of any applicable tax, levy or similar governmental charge,

including value added or sales tax which must be paid by you in addition to the Charges at the applicable rate.

10.8 Except where applicable under clause 9.1, all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.9 If you breach this clause 10, we may terminate this Agreement immediately by giving you written notice.

## 11 Intellectual Property

11.1 Any and/or all IP in or to the Exhibit is, and shall remain, your property (or the property of the relevant third-party rights owner(s), if any). You hereby grant (and shall procure the grant of) an irrevocable, non-exclusive, royalty-free, worldwide licence for the duration of the Term to us to use the IP in and to the Exhibit for the purpose of performing our obligations and exercising our rights under this Agreement and for advertising and marketing purposes.

11.2 Any and/or all IP owned by or licensed to us and supplied to you under or in connection with this Agreement are, and shall remain, our property (or the appropriate third party rights-owner(s), if any) ("**Haymarket IP**"). Subject to your compliance with this Agreement (including your payment obligations under clause 10, we hereby grant (and shall use reasonable endeavours to procure the grant to you of) to you a limited, revocable, non-exclusive licence for the Term of this Agreement to use to the Haymarket IP solely for the purpose of performing your obligations under this Agreement.

11.3 If you breach this clause 11, we may terminate this Agreement immediately by giving you written notice.

11.4 You shall fully and effectively indemnify and hold harmless us and our Group Companies against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against ourselves and/or our Group Companies, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any claim made by a third party that (a) the use of any Exhibit by us and/or our Group Companies, and/or (b) any Exhibit; infringes any third party IP.

## 12 Data Protection & Confidential Information

### Data Protection

12.1 Each party warrants, represents and undertakes to the other that:

- (a) it complies and shall comply throughout the Term of this Agreement with all Data Privacy Laws;
- (b) it has (or has procured) and shall have (or shall procure) throughout the Term of this Agreement, all necessary permissions, consents and approvals of Data Subjects to provide their respective Personal Data to the other party and if applicable to allow the other party and/or its Group Companies to Process such Personal Data in the course of performing its obligations under this Agreement; and
- (c) it shall not do or omit to do anything which causes the other party to breach any Data Privacy Laws or contravene the terms of a party's registration, notification or authorisation (if applicable) under Data Privacy Laws and/or the registration, notification or authorisation of any of our Group Companies under Data Privacy Laws.

12.2 Each party shall comply with all reasonable lawful instructions from the other party in relation to the processing of the Personal Data and take all necessary organisational and technical measures to ensure that Personal Data is safe from loss, theft or corruption.

12.3 Unless otherwise notified in writing, you confirm that Haymarket may transfer, process or store Data supplied to it by you outside of the UK.

12.4 A party's breach of any part of this Clause 12 shall entitle the other party to terminate this Agreement immediately by giving the breaching party written notice.

### Confidential Information

12.5 Both parties may receive ("**Receiving Party**") Confidential Information belonging to the other ("**Disclosing Party**") whether before or after the Start Date of this Agreement. The Receiving Party shall (a) keep the Confidential Information confidential, (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 12.4, or 12.5, and (c) not use the Confidential Information for any purpose other than the performance of its obligations or the enjoyment of its rights under this Agreement ("**Permitted Purpose**").

12.6 The Receiving Party may disclose Confidential Information to its own officers, directors, employees, contractors and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts,

omissions, and compliance with the terms of these clause 12.3-12.5 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under clauses 12.3-12.5.

12.7 If required by law, the Receiving Party may disclose Confidential Information to a court of law, a court of competent jurisdiction or any governmental or regulatory authority, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party.

## 13 Term and Termination

13.1 This Agreement shall continue for the Term, unless terminated earlier in accordance with its terms.

13.2 Without prejudice to any of our other rights or remedies under this agreement, we may terminate this Agreement with effect at any time by giving you 15 days' prior written notice.

13.3 We shall be entitled to terminate this Agreement or any order immediately by written notice if you breach the following provisions of this Agreement: clauses 5, 7, 10, 11, 12.1-12.2 and 15.

13.4 Either of us shall be entitled to terminate this Agreement immediately by giving written notice to the other, if one of us (a) commits any material breach of this Agreement and fails to remedy that breach within 15 Business Days' written notice of that breach, or (b) commits any material breach of this Agreement that is incapable of remedy.

13.5 A party shall be entitled to terminate this Agreement immediately by giving written notice to the other, if the other party (a) ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency, or (b) has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debt(s).

13.6 If you are a natural person, unincorporated association or unincorporated partnership, then we shall be entitled to terminate this Agreement or an order immediately by giving written notice to you, if you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984.

## 14 Expiry & Termination Consequences

14.1 Expiry or termination of this Agreement shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

14.2 Upon expiry or termination of this Agreement:

- (a) you shall pay any Charges and/or cancellation fee that has been invoiced or incurred up to (and including) the expiry or termination date but not paid for;
- (b) we will return to you or destroy (at our option) your Exhibits and/or other property that you have not collected at the end of the Exhibition. You shall be liable for any costs and expenses incurred by us and/or our Group Companies in returning or destroying such Exhibits and other property; and
- (c) you shall immediately cease to be our licensee as set out in clause 2.

## 15 Liability

15.1 Neither party excludes or limits its liability for (a) death or personal injury caused by negligence; or (b) fraud and/or fraudulent misrepresentation; or (c) any other liability that may not be limited or excluded as a matter of law.

15.2 You do not exclude or limit your liability under any indemnities given by you under this Agreement pursuant to clause 15.3. Subject to the other provisions of this clause 15, your maximum aggregate liability to us under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed one million pounds (£1,000,000).

15.3 You shall fully and effectively indemnify and hold us harmless against all losses, actions, costs (including legal fees and disbursements), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with:

- (a) any breach by you of Clause 12 of this Agreement; and

- (b) any of your acts or omissions, or acts of your employees, agents, contractors, visitors and/or guests, at the Venue or otherwise in connection with the Exhibition; any breach by you of Clause 17 of this Agreement.
- 15.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for:
  - (a) the safety of your Exhibits or your property;
  - (b) any supply of goods or services by the Venue or any Exhibition supplier; nor
  - (c) any consequential, indirect or special damages (including indirect loss of profit, loss of revenue, loss of business, loss of opportunity).
- 15.5 Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Charges..
- 15.6 Except as expressly stated in this Agreement, we do not make any warranties of any kind, whether implied, statutory or otherwise, including any warranties of merchantability, non-infringement or fitness for a particular purpose.
- 16 **Insurance**
- 16.1 You shall ensure that you take out and maintain Exhibitor Liability Insurance throughout the term of this Agreement to the value of no less than £5,000,000 per incident in order to cover losses, costs and/or expenses you may incur arising out of or in connection with this Agreement.
- 17 **Anti-Bribery & Corruption**
- 17.1 You shall:
  - (a) comply with all Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
  - (b) comply with our policies and codes of conduct relating to anti-bribery and anti-corruption as may be issued to you from time to time;
  - (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your performance of the Agreement; and
  - (d) on our request, certify your compliance with this clause 17 and provide such supporting evidence of compliance as we reasonably request;
- 17.2 You shall ensure that any person associated with you who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on you in this clause 17 ("**Anti-Bribery Provisions**"). You shall be responsible for the observance and performance by such persons of the Anti-Bribery Provisions and shall be directly liable for us by such persons of Anti-Bribery Provisions.
- 18 **Modern Slavery**
- 18.1 Each party warrants to the other that it will comply with and ensure that all of its employees and any person performing services for and on its behalf comply with, the Modern Slavery Act 2015 ("**MSA**") in both spirit and letter.
- 18.2 For the avoidance of doubt, each party warrants that it shall:
  - (a) comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and
  - (b) act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate diligence of potential suppliers, provided training to relevant staff and appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain.
- 18.3 Each party to this Agreement warrants and represents that it is not (and to the best of its knowledge no supplier to its organisation is) subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.
- 18.4 If any breach of this Clause 18 is suspected or known each party agrees to notify the other party immediately.
- 18.5 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 18.

## 19 Environmental Obligations

- 19.1 Each party to this Agreement will comply with and ensure that all of its employees and any persons performing services for or on its behalf comply with Environmental Law. For the purpose of this Clause 19.1, “**Environmental Law**” means all laws, regulations and codes of practice relating to pollution of the environment or harm to human health.
- 19.2 If any breach of this clause is suspected or known each party agrees to notify the other party immediately.
- 19.3 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 19.

## 20 General

- 20.1 Notices. All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by first class registered post. The notice shall be deemed to have been given as follows:
- (a) if sent by email - within 12 hours of delivery to the sender’s ISP provided within that time no notice of delivery failure has been received;
  - (b) if sent by courier - on the date of delivery; and
  - (c) if sent by post - 2 Business Days after the notice was posted.
- 20.2 Disputes. If any dispute arises between us out of or in connection with this Agreement, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or present any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.
- 20.3 Force Majeure. We shall not be liable to you for any delay or failure to perform hereunder where such failure is due to an act, event, non-happening, omission or accident beyond our reasonable control (including any natural disaster, actions or decrees of governmental bodies, communicable disease, or communications line failure) which (a) hinders, delays or prevents us in performing any of our obligations, and (b) by the exercise of reasonable diligence we are unable to prevent or provide against (“Force Majeure Event”). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, you may terminate this Agreement by giving us 5 Business Days written notice. A Force Majeure Event shall not entitle to you delay payment of any sums payable under this Agreement.
- 20.4 Publicity. We expressly agree that we and/or our Group Companies shall be entitled to refer to you as a client in sales and marketing literature (including websites) and reproduce your prevailing logo or trade mark for that sole purpose.
- 20.5 Third party Rights. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 20.6 Assignment and sub-contracting. This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.
- 20.7 Amendments and changes. No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.
- 20.8 Severability. If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.
- 20.9 No Waiver. A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any

further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

- 20.10 Further assurance. Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.
- 20.11 Remedies cumulative. The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.
- 20.12 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.
- 20.13 Status of parties. Nothing in this 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.
- 20.14 Entire Agreement. This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.
- 20.15 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

## 21 Definitions

- 21.1 In this Agreement, the following terms have the following meanings:

“Agreement” these terms and conditions and any terms and conditions stated in an Order Form;

“Authorities” the relevant local authority and any other public authority or body relevant to the Exhibition and/or Venue;

“Booking” has the definition in Clause 1.1 (and any references to an ‘Order Form’ which has been approved by us shall be construed accordingly);

“Business Days” any day on which a bank is open for business in London, excluding Saturdays and Sundays;

“Charges” the charges relating to the Booking, including all fees, costs and expenses detailed in the Booking;

“Exhibits” exhibits and articles displayed or otherwise made available by an exhibitor at the Exhibition Space;

“Exhibition” the particular exhibition, show or event where you wish to book a space and specified in the Booking;

“Exhibition Handbook” means the handbook issued to you in accordance with clause 5.2;

“Exhibition Space” the space licensed to you at an Exhibition [as referred to in an Order Form];

“Exhibition Regulations” the regulations and instructions for exhibitors as set out in the Exhibition Handbook;

“Exhibitor Liability Insurance” insurance that would cover legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Venue;

“Confidential Information” information of an operational, administrative, financial or business nature, or which is Personal Data, Sensitive Personal Data or otherwise, and which comes into a party's possession under or in connection with this Agreement that (a) is identified as confidential to the other party; or (b) ought reasonably to be considered as confidential to the other party (whether or not identified as confidential), and in any case shall include (i) any information relating to a party including information in respect of a party's business, activities, personnel, customers, products, business plans, business developments, finances, marketing plans, management systems, new business opportunities, ideas, know-how, processes, policies and/or procedures;

“Controller”, “data controller”, “processor”, “data processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” shall have the meaning as set out in the Data Privacy Laws from time to time;

“Data Privacy Laws” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) UK Data Protection Legislation (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”); (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (ii) and (iii) above; (v) codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)-(iv) above;

“Group Company” an entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise. Further, an entity is deemed to be a Group Company when it is carrying out a joint venture with a Group Company;

“IP” any and/or all rights in software, inventions, patents, copyrights, design rights, trade marks and trade names, database rights, domain names, service marks, trade secrets, know-how, rights in Confidential Information and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world;

“Laws” any and/or all applicable laws, statutes, court orders, industry codes, industry regulations and/or industry guidance (whether in the UK and/or other jurisdictions the Exhibition will be held) including (but not limited to) the Data Privacy Laws;

“Lead Data” Personal Data provided by an individual, including but not limited to contact details, where such individual has consented to his/ her Personal Data being provided to us and for us to pass these to you, such Personal Data to comprise as a minimum the details agreed by us with you and specified in a Booking;

“Lead Generation Terms & Conditions” if applicable, terms and conditions relating to our provision of Lead Data to you, the current version of which is set out at Schedule 4;

“Personal Data” has the meaning set out in the Data Privacy Laws;

“Process”, “Processed” or “Processing” has the meaning set out in the Data Privacy Laws;

“Start Date” means the day that we accept your Booking;

“Term” means the period commencing on the Start Date and ending on the earlier of the date: (i) stated on the Booking; or (ii) on which you are required to vacate the Exhibition Space as stipulated in the Exhibition Regulations;

“UK Data Protection Legislation” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018;

“UK GDPR” has the meaning given to it in the Data Protection Act 2018 (as amended from time to time); and

“Venue” means the venue, being the building or other geographical location where the Exhibition takes place.

- 21.2 The words “including”, “include”, “in particular”, “for example” and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 21.3 The words subsidiary and holding company have the meanings given to them in the Companies Act 2006, s.1159 (including parent and subsidiary undertakings as defined in section 1162 Companies Act 2006), each section being as in force as at the Start Date.
- 21.4 Clause headings and sub-headings are not be used in its interpretation.
- 21.5 Words importing a gender include every gender and references to the singular include the plural and vice versa.
- 21.6 References to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.
- 21.7 A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the Start Date; and

- 21.8 A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the Start Date.

## **SCHEDULE 2 - LEAD GENERATION TERMS AND CONDITIONS**

The following special terms and conditions (“T&Cs”) apply to all services that involve acquisition or generation of leads by Haymarket for you, including via various of Haymarket’s website properties, via events organised by Haymarket or otherwise (“**Lead Generation Services**”).

These T&Cs are in addition to and incorporate Haymarket’s Exhibitor Booking Terms and Conditions as set out in Schedule 1 (Exhibitor Ts&Cs). You agree that by purchasing any Lead Generation Services from us, you are entering into a legally binding agreement on these T&Cs and the Exhibitor Ts&Cs (“Agreement”).

This Agreement is between Haymarket Media Group Limited (company number 267189) whose registered address is at Bridge House, 69 London Road, Twickenham TW1 3SP (“Haymarket”, “we” and “us”) and the party detailed on the Order Form (“Order Form”) (referred to in these T&Cs as “you”).

Where there is a conflict between these T&Cs and the Exhibitor Ts&Cs and/or an Order Form, these T&Cs will prevail. Any capitalised term or expression used in these T&Cs but not defined in these T&Cs shall have the meaning set out in the Order Form and/or the ExhibitorTs&Cs.

The brand names used by Haymarket in connection with its business, including on its websites and in connection with its events, are trademarks which are owned by Haymarket Media Group Limited or its licensors. Haymarket grants no licence to you to use or otherwise reproduce any such trademarks.

### 1 Definitions

“Agreed Purposes” shall mean the purposes for which you may use the Lead Data, as set out in the Order Form;

“Controller”, “data controller”, “processor”, “data processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” shall have the meaning as set out in the Data Privacy Laws from time to time;

“Data Privacy Laws” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) UK Data Protection Legislation (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”); (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (ii) and (iii) above; (v) codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)-(iv) above;

“International Transfer Requirements” means the requirements of Chapter V of the GDPR (Transfers of personal data to third countries or international organisations);

“Lead” means an individual who provides their Lead Data to Haymarket and consents to their Lead Data being provided by Haymarket to you;

“Lead Data” means Personal Data including but not limited to contact details provided by a Lead to Haymarket to comprise as a minimum the details agreed by Haymarket with you and specified in an Order Form;

“Permitted Recipients” shall mean the parties to the Order Form to which these T&Cs relate, your employees and those of Haymarket;

“Restricted Country” means a country, territory or jurisdiction which is not considered by the EU Commission (or, in respect of personal data transfers caught by the requirements of UK Data Privacy Laws, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of Personal Data pursuant to Article 45(1) of the GDPR (and/or analogous provisions of UK Data Privacy Laws);

“Restricted Transfer” means a transfer of personal data from an entity whose processing of Personal Data under the Agreement is caught by the requirements of the GDPR (and/or UK Data Privacy Laws) to an entity located in a territory that processes the relevant Personal Data in a Restricted Country;

“UK Data Protection Legislation” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018; and

“UK GDPR” has the meaning given to it in the Data Protection Act 2018 (as amended from time to time).

- 2 Leads
- 3 You appoint Haymarket to deliver Lead Data to you relating to Leads in the Territory, on the terms of this Agreement.
- 4 Duties of Haymarket
  - 4.1 Haymarket shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind you in any way.
  - 4.2 Haymarket shall not make or enter into any contracts or commitments or incur any liability for or on behalf of you, including for the provision of your services or the supply of your goods, and (except with your prior written approval) shall not give any warranty or make any representation to Leads in relation to your goods or services.
  - 4.3 Haymarket warrants that:
    - (a) the Leads provided have been obtained in accordance with all applicable Data Privacy Laws; and
    - (b) we are entitled to provide all Leads provided to you and you may legitimately contact those Leads for the Agreed Purposes.
- 5 Your Responsibilities
  - 5.1 You must at all times act in good faith towards Haymarket.
  - 5.2 You shall provide to Haymarket all information reasonably required by Haymarket to perform its duties, including complete and accurate information in relation to the manner in which and the purposes for which you intend to use Lead Data delivered to you by Haymarket.
- 6 Data Protection
  - 6.1 The parties shall, in relation to the Lead Data delivered by Haymarket to you, be independent data controllers and acknowledge that in no circumstances shall Haymarket be deemed to be a joint data controller with you in relation to the Lead Data (or otherwise).
  - 6.2 The provisions which follow set out the framework for acquisition of Lead Data. Haymarket shall disclose the Lead Data collected by Haymarket to you for the Agreed Purposes. Haymarket shall:
    - (a) ensure that it is able to lawfully disclose the set of Lead Data to you for the Agreed Purposes; and
    - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Lead Data and against accidental loss or destruction of, or damage to, Lead Data.
  - 6.3 Each party shall comply with the Data Privacy Laws in connection with its collection, delivery and use of Lead Data and agrees that any material non-compliance by it with the Data Privacy Laws shall constitute a material and irremediable breach of the Agreement. Neither party shall intentionally do, or omit to do, any act or thing that puts the other party in breach of the Data Privacy Laws.
  - 6.4 You shall give us reasonable assistance in complying with our obligations under the Data Privacy Laws. In particular, you shall: (i) promptly inform Haymarket of the receipt of any data subject access request that names Haymarket or a Group Company and comply with our reasonable directions in respect of such request; (ii) provide us with reasonable assistance in complying with any data subject access request that we or a Group Company receive; and (iii) notify us without undue delay (and in any event within 48 hours) on becoming aware of (a) any actual or alleged personal data breach (as defined in the GDPR) affecting the Lead Data and/or (b) of any breach of this clause 7 and/or the Data Privacy Laws in respect of the Lead Data and/or the activities contemplated by the Agreement.
  - 6.5 Each party (the “indemnifying party”) shall indemnify the other party (the “indemnified party”) against all claims and proceedings and all liability, loss, costs and expenses incurred by the indemnified party as a result of any claim made or brought by or on behalf of a Lead in respect of any loss, damage or distress caused to the indemnified party as a result of:
    - (a) any breach of the Data Privacy Laws or this clause 5 by the indemnifying party, its employees or agents; or

- (b) any act or omission of the indemnifying party in relation to the Lead Data.
- 6.6 The parties acknowledge and agree that, to the extent the transfer of Lead Data is or does become a Restricted Transfer, the parties shall separately agree a transfer mechanism to legitimise the transfer of the Lead Data from Haymarket to you (“Transfer Mechanism”).
- 6.7 The parties acknowledge and agree that any agreed Transfer Mechanism may not, in isolation, ensure that your processing complies with the International Transfer Requirements, and the parties agree to cooperate with each other in good faith to agree written variations to the Agreement, and to take such action as may reasonably be required, to ensure that such processing complies with the International Transfer Requirements. To the extent that Haymarket determines that the processing cannot comply with the International Transfer Requirements, it may at no additional cost and without further liability either:
  - (a) require you to only process the Lead Data within certain jurisdictions and/or subject to certain restrictions, supplementary measures and/or safeguards; and/or
  - (b) suspend provision of the Lead Generation Services and/or terminate the Agreement in whole or in part on immediate written notice without further liability to you.
- 6.8 Notwithstanding clause 5.7, by entering into any Transfer Mechanism you warrant, represent and undertake (on an ongoing basis) that you can comply in full with the Transfer Mechanism.