

## Sponsorship and Exhibition Terms and Conditions:

### 1. Definitions

In these Conditions, the following terms have the following meanings:

- 1.1. **Booking Form:** the 'Booking Form' to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as BtoB Events Ltd may choose in its sole discretion to accept from time to time;
- 1.2. **Client:** the person, company or other entity set out in the Booking Form;
- 1.3. **Closing Date:** the last date on which the Exhibition is open to members of the public;
- 1.4. **Conditions:** these terms and conditions;
- 1.5. **Contract:** together, these Conditions and the Booking Form;
- 1.6. **Exhibition:** the exhibition organised by BtoB Events Ltd set out in the Booking Form;
- 1.7. **Fees:** the fees payable by Client for the Package set out in the Booking Form including, without limitation, those fees set out in sections B, C, D and E (inclusive) in the Booking Form;
- 1.8. **Force Majeure Event:** any event arising that is beyond the reasonable control of BtoB Events Ltd (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);
- 1.9. **Intellectual Property Rights:** trademarks, logos, trading names, rights in design, copyrights, database rights and any and all other intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the world;
- 1.10. **Manual:** the manual (if any) provided to Client by BtoB Events Ltd in respect of the Exhibition, as updated by BtoB Events Ltd from time to time;
- 1.11. **Materials:** all materials, documents and information of Client including, without limitation, logos, artwork and profile, required by BtoB Events Ltd for the purposes of the Sponsorship;
- 1.12. **Owners:** the owners and/or management of the Venue;
- 1.13. **Package:** the Space and/or Sponsorship package in relation to the Exhibition set out in the Booking Form;
- 1.14. **Space:** the Exhibition space allocated to Client set out in the Booking Form;
- 1.15. **Sponsorship:** the sponsorship opportunity element of the Package set out in the Booking Form; and
- 1.16. **Venue:** the venue at which the Exhibition is to be staged.

### 2. Package

Once signed and submitted to BtoB Events Ltd, a Booking Form and the Contract are irrevocable by Client. BtoB Events Ltd reserves the right to reject any Booking Form. A binding Contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by BtoB Events Ltd to Client (whether or not it is received by the Client).

### 3. Fees

- 3.1. Client shall pay all Fees in cleared funds, and without any deduction, withholding, set off or otherwise, in accordance with the payment terms stated in the Booking Form. BtoB Events Ltd shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by BtoB Events Ltd to Client for payment. In particular, BtoB Events Ltd shall not be responsible for any losses suffered by Client due to third party fraud or misdeemeanour, including, without limitation, false change of bank account communications, identity theft, other scams and all and any matter not in the reasonable control of BtoB Events Ltd or reasonably foreseeable by BtoB Events Ltd. Payment of the Fees into BtoB Events Ltd'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 BtoB Events Ltd's designated bank account, Client is required to verify the authenticity of the same directly with BtoB Events Ltd. Without prejudice to any other right or remedy it may have, if BtoB Events Ltd does not receive the Fees into BtoB Events Ltd's designated bank account in cleared funds by the due date for payment, BtoB Events Ltd shall be entitled (in its sole discretion) to: (i) refuse Client, its employees and other representatives entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.
- 3.2. It is the intention of the parties that BtoB Events Ltd will receive the Fees from Client, net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (**Taxes**), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for all of the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).
- 3.3. Unless expressly stated otherwise in these Conditions, Client's liability to pay the Fees and any other sum under this Contract, shall in all events survive termination of this Contract.
- 3.4. Time shall be of the essence in relation to any payment due from Client to BtoB Events Ltd under this Contract including, without limitation, the Fees.
- 3.5. If Client fails to make any payment including, without limitation, the Fees, due to BtoB Events Ltd under this Contract by the relevant due date, then BtoB Events Ltd shall be entitled to claim interest on the overdue amount at the rate of 2% (two per cent) interest per month, from time to time. Such interest shall accrue on a daily basis from the relevant due date until the date of actual full payment of the overdue amount, whether before or after judgment. Client shall pay the interest together with the overdue amount.

### 4. Client's general obligations

- 4.1. Client shall comply with, and procure that its employees and other representatives shall comply with: (i) all laws of England and Wales and the jurisdiction in which the Exhibition takes place (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, anti-slavery and strictly ensuring that all goods and services exhibited at the Exhibition, in the Client's Materials and otherwise, by Client, shall at all times not contravene (in any way) all and any counterfeit laws), (ii) any instructions issued by BtoB Events Ltd or the Owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.
- 4.2. Client warrants that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client, its employees and other representatives must not: (i) act in any manner which causes offence, annoyance or inconvenience to BtoB Events Ltd, the Owner or any other Exhibition attendees, (ii) do anything which might adversely affect the reputation of BtoB Events Ltd, the Owners or the Exhibition (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, and/or (iv) act in any manner and/or omit to do anything that would cause BtoB Events Ltd to breach the terms of its contract or other obligations with the Owner or any other third party, in connection with the Exhibition or generally. Client shall also comply with all rules, regulations, stipulations and otherwise, set by the Owner or otherwise in conjunction with the Exhibition.

- 4.4. Client shall obtain in advance of an Exhibition, adequate and full insurance, with a reputable and first tier UK incorporated based insurer, to participate in the Exhibition. All and any such insurance obtained by Client, shall be subject to BtoB Events Ltd's prior approval, in accordance with the terms of its insurance policy (as amended from time to time), which is summarised in Schedule 1 to these Conditions. Client shall, on request by BtoB Events Ltd, assign to BtoB Events Ltd the full benefit and rights of such insurance. Where Client pays an Insurance Participation Fee as stated on the Booking Form, BtoB Events Ltd shall also extend the relevant parts of its own contract of insurance for the benefit of Client (**Extended Cover**). At the reasonable request of Client, BtoB Events Ltd shall provide (as it sees fit) a summary of the terms of the Extended Cover. BtoB Events Ltd does not provide any advice, recommendation or otherwise concerning the Extended Cover and it is for Client to assess the summary of the terms and decide if it is adequate to cover Client's participation in the Exhibition. Where an Insurance Participation Fee is not stated on the Booking Form, Client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim, together with all and any other relevant insurance cover (as the Client thinks appropriate). BtoB Events Ltd shall be fully entitled to inspect and approve, as BtoB Events Ltd sees fit, Client's insurance policy on request.
- 4.5. Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If Client, its employees and other representatives cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain due and payable in full.
- 4.6. Client is solely responsible for obtaining all and any licences, permits, consents and any other relevant matters, required for Client to participate in the Exhibition, including, without limitation, any licences, permits, consents and any other relevant matters, required for: (a) the playing of music or any other audio or visual material by Client, and (b) importing Client's goods and samples into the jurisdiction at which the Exhibition is taking place (including, but not limited to, it shall be Client's sole responsibility to ascertain and comply with, in all regards, all and any import authority, customs and excise and other rules and regulations in the jurisdiction at which the Exhibition is taking place). For the avoidance of doubt, BtoB Events Ltd shall not be liable in any circumstances and whatsoever, for all of the aforesaid matters stated in this Condition 4.6.
- 4.7. Client consents to its details (including, without limitation, its name, logo or any other information) being: (i) published in the Exhibition show guide and any other Exhibition promotional materials, and (ii) displayed on the Exhibition website. Although BtoB Events Ltd shall take reasonable care in any such publication/display, it shall not be liable, whatsoever, for any errors, omissions, misstatements, misrepresentations, misquotations or otherwise that may occur in or in relation to the aforesaid paragraphs (i) and (ii). Client further consents, and shall procure that its employees and other representatives consent, to the personal data (e.g. contact details) of its employees and other representatives being shared with BtoB Events Ltd, the Owner and BtoB Events Ltd's official or recommended contractors.
- 4.8. All unauthorised filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited. Client consents to: (i) the filming, sound recording and photography of the Exhibition, which may include Client's employees and other representatives, and (ii) the use by BtoB Events Ltd of any such film, sound recording or photography anywhere in the world for promotional and other purposes.
- 4.9. Client shall ensure that, without BtoB Events Ltd's prior written consent: (a) any confidential information of BtoB Events Ltd (including, without limitation, that which relates to the design and specification of the Package) of which it becomes aware (which information shall at all times remain the property of BtoB Events Ltd) shall not be copied, used or disclosed and that all materials containing such information shall be returned to BtoB Events Ltd at the end of the Contract; and (b) any Intellectual Property that BtoB Events Ltd uses on or in connection with the Exhibition, are not supplemented by any mark of Client, interfered with or obscured.
- 5. Specific terms relating to Space**
- 5.1. BtoB Events Ltd reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification of the Space as BtoB Events Ltd in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein. If the size of the Space is reduced, Client will receive a pro-rata refund of the Fees payable in respect of the Space.
- 5.2. BtoB Events Ltd permits Client to use the Space for the purpose of displaying exhibits at the Exhibition. Such use shall not constitute any legal right including, without limitation, 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 conduct, canvass or solicit for business in any other area of the Venue.
- 5.3. Client undertakes: (i) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, BtoB Events Ltd reserves the right without liability to arrange for this to be done at Client's sole risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.
- 5.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. BtoB Events Ltd reserves the right without liability to remove any exhibit which BtoB Events Ltd considers in its reasonable opinion contravenes any law, infringes the Intellectual Property Rights of any third party, is likely to cause offence or which otherwise does not comply in any way with these Conditions.
- 5.5. BtoB Events Ltd will only be responsible for setting-up a shell scheme for Client's exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding the Space.
- 5.6. Unless the provisions of Condition 5.5 apply, Client is solely responsible for all aspects of, and costs associated with, the set-up of the Space, including, without limitation, the shell scheme and exhibition stand construction, branding and dressing.
- 5.7. Client may not share the Space with any third party without the prior written consent of BtoB Events Ltd. If and to the extent that Client is permitted to share the Space, Client shall remain solely responsible for the Space in its entirety and shall be liable for any breach of the terms of this Contract by any party with whom the Space is shared.
- 5.8. If Client is in breach of this Contract or is otherwise engaged in any activity that might jeopardise the safety, reputation or otherwise of the Exhibition or any Exhibition attendees, BtoB Events Ltd reserves the right without liability to close Client's exhibition stand.
- 6. Specific terms relating to Sponsorship**
- 6.1. Client shall: (i) provide BtoB Events Ltd with all Materials within any deadlines specified by BtoB Events Ltd, and (ii) comply with BtoB Events Ltd's specifications in relation to all Materials. If Client does not, BtoB Events Ltd reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall nonetheless remain due and payable in full).
- 6.2. Client shall ensure that all Materials: (i) are true, accurate and complete, in all respects, and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of BtoB Events Limited and/or any third party (including, without limitation, Client shall not copy the designs and patterns of BtoB Events Limited without prior written permission of BtoB Events Ltd and Client acknowledges and undertakes that copyrighting or reproducing any Package or otherwise from BtoB Events Ltd is unlawful).

- 6.3. Although BtoB Events Ltd shall take reasonable care in the production of any material incorporating the Materials, it shall not be liable for any errors, omissions misstatements, misrepresentations, misquotations or otherwise that may occur. All Materials are subject to the approval of BtoB Events Ltd. BtoB Events Ltd reserves the right to reject, as it sees fit, any Materials at any time after receipt. BtoB Events Ltd will 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 are made.
- 6.4. Client hereby grants to BtoB Events Ltd a non-exclusive, royalty free licence to use the Materials, the Client's Intellectual Property Rights and Client's details in connection with the creation of any Materials relating to the Exhibition and other associated purposes. Client acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated, BtoB Events Ltd may at its discretion continue to use the Materials, the Client's Intellectual Property Rights 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 Exhibition cannot reasonably be justified by BtoB Events Ltd or are disproportionate.
- 6.5. If Client is in breach of this Contract, BtoB Events Ltd reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship.

**7. Visitor, delegate and Client's personnel/sub-contractor passes**

Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to BtoB Events Ltd's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. BtoB Events Ltd 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.

**8. Limitation of rights granted**

Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. Client shall be permitted to advertise in a proportionate and reasonable manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that BtoB Events Ltd may request, as it sees fit, 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) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or BtoB Events Ltd, except as expressly stated herein or with the prior written consent of BtoB Events Ltd. 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 BtoB Events Ltd, the Owner, the Exhibition or otherwise.

**9. Changes to the Exhibition**

- 9.1. BtoB Events Ltd reserves the right, as it sees fit, without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as BtoB Events Ltd considers necessary to take account of the changes.
- 9.2. BtoB Events Ltd shall use its reasonable endeavours to meet any performance dates for the services specified in the Package, but any such dates shall be estimates only and time shall not be of the essence for the performance of all and any such services.
- 9.3. BtoB Events Ltd shall have the right to make any changes to the services specified in the Package, which are necessary to comply with any applicable law, safety requirements or otherwise.

**10. Cancellation and changing the date of the Exhibition**

- 10.1. BtoB Events Ltd reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which BtoB Events Ltd considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).
- 10.2. In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current calendar year but is reasonably expected by BtoB Events Ltd to be held in the following calendar year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following calendar year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 10.2 shall excuse Client from complying with all and any of the terms of the Contract including, without limitation, the payment of the Fees in accordance with the payment terms stated in the Booking Form.
- 10.3. Where the Exhibition is cancelled and is not reasonably expected by BtoB Events Ltd to be held in the following calendar year the terms of this Condition 10.3 shall apply:
- 10.3.1. if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 10.3.2 apply), this Contract shall terminate immediately without any liability on either party provided that, at Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and Client will be released from paying any further proportion of the Fees;
- 10.3.2. if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate immediately without any liability on either party provided that: (i) BtoB Events Ltd shall be entitled to retain an amount equal to 50% of the total Fees (the **Revised Fees**) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, BtoB Events Ltd shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable by Client; and (ii) after the deduction of the Revised Fees, at Client's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and Client will be released from paying any further proportion of the Fees.
- 10.4. Client acknowledges that the provisions of this Condition 10 set out Client's sole remedy in the event of cancellation or the changing of the date of the Exhibition and Client undertakes that all and any other liability of BtoB Events Ltd is hereby expressly excluded.

**11. No right of cancellation by Client**

The application for the Package is irrevocable by Client and Client has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fees shall remain due and payable in full and in cleared funds, without any set off, deduction or otherwise by Client.

**12. Termination**

- 12.1. BtoB Events Ltd may terminate this Contract without any further liability on it, immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any BtoB Events Ltd and Client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); (ii) goes into liquidation, is declared insolvent, if a Court Order is made or a resolution is passed for the winding up of Client, ceases to carry on business, an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of Client's assets or business, Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, or BtoB Events Ltd reasonably believes that Client is about to become insolvent (either as a company or as an individual) or suffers any analogous event in any financial, governmental or equivalent institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that BtoB Events Ltd terminates this Contract pursuant to this Condition 12.1, BtoB Events Ltd shall not be required to refund any Fees received from Client and BtoB Events Ltd shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.
- 12.2. BtoB Events Ltd may terminate this Contract without any further liability on it, immediately at any time by written notice to Client if BtoB Events Ltd: (i) determines in its absolute discretion that the provision of the Package to Client is not (a) in the best interests of the Exhibition, and/or (b) in BtoB Events Ltd's legitimate commercial interests, and/or (ii) is required by any applicable law or instructed by any financial, governmental or equivalent institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that BtoB Events Ltd terminates this Contract pursuant to this Condition 12.2, any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees. Client acknowledges that the refund of Fees paid is Client's sole remedy in the event of termination by BtoB Events Ltd under this Condition 12.2 and Client agrees that all and any other liability of BtoB Events Ltd is hereby expressly excluded.
- 12.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, BtoB Events Ltd reserves the right without liability to close Client's exhibition stand, remove Client's employees and other representatives from the Exhibition, cover over any Materials, remove and despatch any exhibits or other property of Client to Client's address (at Client's risk and expense). BtoB Events Ltd shall be free to re-sell any aspects of the Package as it shall think fit.
- 12.4. Conditions 1, 3, 4.1, 4.4, 4.6, 4.8, 4.9, 6.2, 6.3, 6.4, 6.5, 8, 10, 11, 12, 13 and 14 shall, in any event, survive termination of this Contract.

### 13. Liability and indemnity

- 13.1. BtoB Events Ltd does not provide any promise, assurance, warranty or otherwise, as to the Exhibition or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, BtoB Events Ltd excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.
- 13.2. BtoB Events Ltd shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any goods or services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the Owners. Client acknowledges that services provided to Client by BtoB Events Ltd's official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 13.3. Whilst BtoB Events Ltd shall use its reasonable endeavours to provide an opportunity (in the form of the Exhibition) for Client to market its goods and services, and subject to: Condition 13.5; anything else expressly stated to the contrary in these Conditions; and to the extent permitted by English law: (i) BtoB Events Ltd shall not be liable to Client, under any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any and all losses including, without limitation: (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of contract, loss of revenue, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Client, its employees or other representatives, and (ii) notwithstanding anything to the contrary in these Conditions or otherwise, BtoB Events Ltd's maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees paid by Client and received by BtoB Events Ltd, and (c) insofar as applicable, all and any warranties and conditions (including, without limitation, the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and the Sale and Supply of Goods Act 1994) whether express or implied by statute, common law or otherwise, are excluded and shall not apply to this Contract.
- 13.4. Client shall indemnify BtoB Events Ltd against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client, its employees, other representatives or sub-contractors, and (ii) any loss, damage or expense suffered or incurred by BtoB Events Ltd as a result of a third party claim that either (a) the display of any exhibits by Client at the Exhibition, or (b) BtoB Events Ltd's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.
- 13.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.
- 13.6. The provisions of this Condition 13 shall not be a bar to Client's right to claim under any Extended Cover that may have been taken-up by Client pursuant to Condition 4.4, provided that Client can demonstrate a claimable loss under the policy. Where Client has taken-up Extended Cover and there is an occurrence which may give rise to a claim under the policy, Client will advise BtoB Events Ltd in writing immediately (but no later than 7 days from the Closing Date of the Exhibition) and provide all related documentation that is necessary to assess the claim. Client undertakes to cooperate with BtoB Events Ltd, the insurer/underwriters and the designated loss adjuster (if any) with any investigations surrounding the claim. BtoB Events Ltd undertakes to promptly forward to the insurer/underwriters and the designated loss adjuster (if any), within 7 days, any claim submitted to it by Client pursuant to the Extended Cover and to facilitate any investigations where necessary. Any fraud, intentional misstatement or concealment of material information by Client will result in any benefits under the Extended Cover being forfeited.
- 13.7. Client shall fully, irrevocably and unconditionally indemnify BtoB Events Ltd, without any deduction, withholding, set off or otherwise, against all and any loss suffered by BtoB Events Ltd by reason of Client's breach of these Conditions including, without limitation, if the Client causes BtoB Events Ltd to suffer any loss by advertising counterfeit or non-genuine goods and/or services, on BtoB Events Ltd's online channels, printed marketing material (including but not limited to BtoB Events Ltd's printed Exhibition guide that may include adverts concerning the Client's products), website, social media channels and otherwise.
- 13.8. Client undertakes to indemnify, and keep indemnified, BtoB Events Ltd against all costs, expenses and losses incurred by BtoB Events Ltd and arising as a result of the cancellation or purported cancellation of this Contract by Client.
- 13.9. Client accepts and undertakes that the limitations and indemnities contained in this Condition 13, together with all the provisions of the Contract generally, are fair, reasonable and legitimate, particularly (without limitation) given Client's ability to obtain insurance to cover Client's liability against all and any risks under this Contract.

### 14. General

- 14.1. BtoB Events Ltd reserves the right, as it sees fit, to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- 14.2. From time to time, BtoB Events Ltd, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (**Works**). BtoB Events Ltd (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client, its employees or other representatives by reason of any matter relating to the Works.
- 14.3. Without prejudice to Condition 10.3.2, BtoB Events Ltd shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this Condition 14.3 shall excuse Client from the payment of the Fees under this Contract.
- 14.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 14.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.
- 14.6. Each party acknowledges that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. For the avoidance of doubt, these Conditions apply to the Contract to the exclusion of all and any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice, course of dealing or otherwise. For the avoidance of doubt, no terms or conditions endorsed on, delivered with, or contained in Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that BtoB Events Ltd otherwise agrees in writing. Client undertakes and acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BtoB Events Ltd, which is not expressly set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.
- 14.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of BtoB Events Ltd. A person who is not a party to this Contract shall not have any rights under or in connection with it. BtoB Events Ltd shall be entitled to assign any and all of its rights under this Contract to any third party, as BtoB Events Ltd sees fit, and the consent of Client shall not be required. BtoB Events Ltd shall be entitled to sub-contract any and all of its obligations under this Contract to any member of BtoB Events Ltd or any third party contractor assisting BtoB Events Ltd with the staging of the Exhibition and the consent of Client shall not be required.
- 14.8. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 14.9. If any provision of this Contract is or becomes invalid, 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 14.9 shall not affect the validity and enforceability of the rest of this Contract.
- 14.10. This Contract may be executed in any number of counterparts, which shall together constitute one Contract. Either party may enter into this Contract by signing/initialling any such counterparts. The parties may also enter into the Contract by electronic execution.
- 14.11. BtoB Events Ltd shall be entitled to set-off any liability which it has or any sums which it owes to Client under this Contract or otherwise. Client shall not be entitled to deduct, withhold or set-off any liability which it has or any sums which it owes to BtoB Events Ltd under the Contract.
- 14.12. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.13. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

#### SCHEDULE 1

##### Insurance Participation Fee

Without prejudice to the Condition 4.4 and as otherwise stated in the above Conditions, Client shall arrange adequate insurance to protect itself and others attending the Exhibition. The minimum limit of Public Liability expected is £2 million for each occurrence. To provide Client with this level of minimum cover and further additional covers for Client's benefit, BtoB Events Ltd has arranged for Client to be protected under BtoB Events Ltd's insurance policy for an Insurance Participation Fee charged with other Fees payable by Client to BtoB Events Ltd. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by email when payment of the Insurance Participation Fee is made with Client's invoice. Please note the Insurance Participation Fee must be paid by Client to initiate Client's insurance protection and payment must be made no later than the start of the build-up period to the Exhibition.

The Standard Limits and Cover provided to Client are:

<u>Cover Headings</u>	<u>Standard Limits</u>	<u>Brief Summary of the Cover</u>
<b>Client Expenses</b>	<b>GBP 20,000</b>	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Client property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of exhibits or of Client staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond Client and the Owners' control.
<b>Client Property</b>	<b>GBP 20,000</b>	Physical loss of or damage to property for which Client is responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the Venue for the purposes of the Exhibition. Client is responsible for the first <b>£50</b> of any claim.
<b>Client Liability</b>	<b>GBP 2,000,000 any one occurrence</b>	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. Client is responsible for the first <b>£250</b> of any claim for third party property damage.

If Client believes Client already has adequate Public Liability cover in place, Client will receive email instructions of how this can be uploaded onto InEvexco Ltd's online portal. This will then be reviewed by InEvexco Ltd, who are a specialist insurance broker who administer the BtoB Events Ltd exhibitor insurance. This should be uploaded at least 30 days prior to the Exhibition opening. If for any reason Client Evidence of Alternative Insurance is deemed inadequate by InEvexco then they will inform Client why this is the case and what Client needs to do to satisfy BtoB Events Ltd Contract conditions regarding insurance. If Client disagrees with InEvexco's decision Client may make use of InEvexco's appeals procedure.

Please do not send any insurance documentation to BtoB Events Ltd. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Client's Insurance Product Information Document, is available from InEvexco via their website <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. **We strongly recommend Client reads the InEvexco policy wording as some exclusions apply.** This service is provided on a non-advised basis and Client should make sure the limits offered are sufficient for Client's needs.

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

BtoB Events Ltd requires Client to have adequate Public Liability insurance cover when they exhibit at its events. This is incidental to the services the Organiser provides as the event organiser. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through [www.fca.gov.uk](http://www.fca.gov.uk).

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