

EXHIBITOR TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions (the "**Conditions**"):

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"Agreement" means these Conditions, the Exhibitor Manual and the Booking Form;

"Booking Form" means the Organiser's prescribed form for booking space at the Event to which these Conditions are attached, and which is to be completed, signed and returned to the Organiser by the prospective Exhibitor;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Business Hours" means the period from 9.00 am to 5.00 pm on any Business Day;

"Confidential Information" means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "**Disclosing Party**"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

"Control" means in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and **Controls** and **Controlled** shall be construed accordingly;

"Data Protection Regulations" means all applicable data protection, privacy and electronic marketing legislation including Directives 95/46/EC and 2002/58/EC, Regulation (EU) 2016/679 and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive)

Regulations 2003 as amended and any codes of practice relating to the same;

- "E-registration fee"** means an amount charged in respect of the inclusion of the Exhibitor's name and logo on the appropriate Event website;
- "Event"** means the event (as described on the Booking Form) to be held at the Venue or at such other location and dates as the Organiser designates in accordance with these Conditions;
- "Exhibit"** means the articles put on display by the Exhibitor;
- "Exhibit Space"** means the amount of space at the Venue allocated to the Exhibitor during the Event, as set out in the Booking Form;
- "Exhibitor"** means the company, firm or person identified as the Exhibitor on the Booking Form, who has applied for and been allocated space at the Event;
- "Exhibitor Manual"** means the document setting out the information relevant to the Event (including the Organiser's operational procedures and requirements) which is provided to the Exhibitor Representative prior to the Event in accordance with clause 8;
- "Exhibitor Representative"** means the person named on the booking form by the Exhibitor to be its representative in connection with all matters concerning the Exhibitor and the Event;
- "Force Majeure"** means an event beyond the reasonable control of the Organiser, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic or default of suppliers or subcontractors;
- "Intellectual Property Rights"** means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trade marks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever

nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Organiser"	means Centaur Communications Ltd, a company registered in England and Wales under company number 1595235, and with its registered office at Wells Point, 79 Wells Street, London W1T 3QN and VAT number GB 429 6395 15. and whose ultimate parent company is Centaur Media plc;
"Parties"	means the Organiser and the Exhibitor, and "Party" means either of them as applicable;
"Shell Scheme Stand"	means the standard form stand design provided by the Organiser as set out in the Event Manual;
"Space Only Exhibitor"	means those Exhibitors who only buy space from the Organiser and erect their own stand and/or exhibit material rather than buying space together with a Shell Scheme Stand;
"Term"	means the period from the date that the Booking Form is signed by both Parties until the close of the Event;
"VAT"	means value added tax chargeable under English Law for the time being and any similar additional tax or for non-UK shows the equivalent tax chargeable under the law of the relevant jurisdiction; and
"Venue"	means the venue of the Event as stated on the Booking Form.

- 1.2 The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.8 A reference to **writing** or **written** includes email.
- 1.9 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.10 References to clauses are to the clauses of this Agreement.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Application

- 2.1 The completion, signing and return of the Booking Form to the Organiser by the Exhibitor will constitute an offer by the Exhibitor to book the Exhibit Space for the Event upon these Conditions.
- 2.2 If the Organiser accepts the Exhibitor's offer, it shall sign the Booking Form and return it to the Exhibitor. The Agreement between the Parties shall come into effect on the date the Booking Form has been signed by the Parties.
- 2.3 In the event of a dispute between these Conditions, any provision of the Booking Form and any provision of the Exhibitor Manual:
- 2.3.1 the provisions of the Booking Form shall prevail over these Conditions and the Exhibitor Manual; and
 - 2.3.2 the provisions of these Conditions shall prevail over the Exhibitor Manual.

3. Allocation of Space

- 3.1 The Organiser shall use reasonable endeavours to allocate the space or facilities applied for by the Exhibitor in the Booking Form. However, in order to facilitate an orderly layout of the Event, the Exhibitor agrees to accept such space as may be reasonably allocated to it, provided that the amount of space allocated to the Exhibitor by the Organiser is not less than the amount of space allocated to the Exhibitor in the Booking Form.
- 3.2 The area allocated to the Exhibitor in accordance with clause 3.1 shall be the full extent of the display area available to it at the Event and the Exhibitor shall not be entitled to exhibit outside of this space. If any dispute arises as to the allocation of space, the decision of the Organiser is final.
- 3.3 In the event of the Exhibitor giving written notice at any time prior to the Event of its intention not to take possession of or use such space allocated to it, or in the event of its failure to take possession of such space by the day prior to the opening of the Event, the Organiser may, without prejudice to its other rights, deal with such space as the Organiser in its absolute discretion thinks fit.

4. Payment

- 4.1 The Exhibitor shall pay the Total Price to the Organiser together with any applicable VAT due in respect of that Total Price in accordance with the following provisions.
- 4.2 Payment may be made by cheque, credit card, debit card, bank transfer, or any other payment method offered by the Organiser from time to time.
- 4.3 The full amount due (the "**Total Price**") will be invoiced by the Organiser as follows and will become due immediately upon receipt:
- 4.3.1 an invoice for a 20% deposit of the Total Price (including VAT but excluding the E-registration fee), plus the E-registration fee (including VAT) if applicable, will be issued immediately;
 - 4.3.2 an invoice for a further 40% of the Total Price, will be issued approximately 7 months before the Event or, if the Booking Form is signed later than that date, immediately; and
 - 4.3.3 an invoice for the final 40% of the Total Price, will be issued approximately 4 months before the Event or, if the Booking Form is signed later than that date, immediately.
- 4.4 In the event that the agreed terms of payment on the Booking Form differ from those set out in this clause 4, the terms of payment on the Booking Form take precedence.
- 4.5 If any payment is overdue from the Exhibitor, the Organiser reserves the right to (in its sole discretion):
- 4.5.1 suspend performance in respect of the Agreement; and/or
 - 4.5.2 levy a reasonable charge to reflect the additional administrative costs involved in collection of such debts, together with the costs and charges of any debt collection agency used.
- 4.6 The Exhibitor will not be allowed to take part in the Event if any payment is outstanding at the first day of the Event.

5. Cancellation by Exhibitor

- 5.1 Where the Exhibitor exhibited at the previous version of the Event (the "**Previous Event**") and is rebooking a stand under the terms of a rebooking offer, the Exhibitor will be entitled to cancel this Agreement, without any payment in respect of the Event, within 28 days of the close of the Previous Event.
- 5.2 Subject to clause 5.4, the Exhibitor shall be entitled to cancel the booking on notice to the Organiser, in which case the following cancellation charges (the "**Cancellation Charges**") shall apply. Any notice of cancellation must be in writing addressed to the Managing Director, Centaur Exhibitions at the address of the Organiser and will be effective when received by the Organiser.

Cancellation effective	Cancellation Charge
More than 9 months prior to the first day of the Event	20% of the Total Price

More than 6 months and less than 9 months prior to the first day of the Event	60% of the Total Price
Less than 6 months prior to the first day of the Event	100% of the Total Price

5.3 The Organiser shall also be entitled to treat the following as notice of cancellation by the Exhibitor:

5.3.1 the Exhibitor cancels a direct debit payment; or

5.3.2 the Exhibitor fails to make a payment on the due date,

such notice to be effective from the date that the Organiser notifies the Exhibitor of the same, in which case the Cancellation Charges set out in clause 5.2 shall apply.

5.4 In the event that the Exhibitor has booked a stand in excess of 100 square meters the Cancellation Charge at clause 5.2 shall be 100% of the Total Price at whatever date the cancellation is notified pursuant to clause 5.2 or deemed to have been notified pursuant to clause 5.3.

5.5 The Organiser will invoice the Exhibitor for the appropriate Cancellation Charge which will be payable within 30 days of the invoice date. Where cancellation occurs pursuant to clause 5.3, the amount headed Cancellation Charge will be payable as liquidated damages, which the Exhibitor accepts as representing a fair estimate of the loss suffered by the Organiser. The Organiser will credit the Exhibitor with any amounts already paid by the Exhibitor to the Organiser.

6. Exhibitor Representative

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

7. Hours of opening

The Event will be open to visitors between the times stated and advertised by the Organiser (subject to the Venue owners' rights and causes beyond the control of the Organiser). Throughout such times the Exhibitor undertakes to have its Exhibits and stand on display, in good order, adequately attended and not covered up. No Exhibitor shall have the right prior to the final closing of the Event to pack or remove Exhibits or the stand without the prior written permission of the Organiser.

8. Exhibitor Manual

The Exhibitor Manual will be provided to the Exhibitor Representative by the Organiser no less than 8 weeks prior to the Event (or at the time that the Booking Form is signed if this is within 8 weeks of the Event) and the Exhibitor warrants that it shall comply with its terms.

9. Stand & Display Arrangement

- 9.1 Exhibits shall be so arranged as not to obstruct the general view, nor to hide the Exhibits of others. Plans for specially built stands (including layout, arrangement, height and materials) other than those constructed from the Shell Scheme Stand must be submitted to the Organiser for approval, such approval not to be unreasonably delayed or declined, before construction is commenced.
- 9.2 If any dispute arises as to the allocation of space, or as to the extent of any extra space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated, the decision of the Organiser shall be final.
- 9.3 If, in the opinion of the Organiser, the Exhibitor's display extends beyond the allocated space, the Organiser may, at its sole discretion, charge the Exhibitor for the extra space occupied at the prevailing rate.
- 9.4 The Organiser reserves the right to relocate any Exhibitor at any time if the Organiser, in its absolute discretion, thinks it necessary in the best interests of the Event, but shall take all reasonable steps to provide space of a comparable size.
- 9.5 The Organiser may take any action that in deems necessary with regard to the positioning or construction of the Exhibitor's stand(s) if, in the Organiser's reasonable opinion, there is any health or safety risk to the Organiser's staff, agents, exhibitors or visitors.
- 9.6 A Space Only Exhibitor is responsible for erecting partitions 2.5 metres high in between its own and adjoining stands, extending to the boundaries of the stands. In the event that such space borders the perimeter of the Event, the Space Only Exhibitor is responsible for erecting a partition 2.5 metres high along the rear of the space.
- 9.7 The maximum height of stands is limited to 2.5 metres except where a greater height is expressly permitted in writing by the Organiser. Where the stand walls (including towers) exceed 2.5 metres in height, they must be clad and decorated on the reverse side overlooking another exhibitor, in accordance with such details as are approved in writing prior to the Event by the Organiser.
- 9.8 The Organiser will not permit Exhibits or displays exposing an unfinished surface to neighbouring or nearby stands.
- 9.9 The Organiser reserves the right to reject stand designs, any Exhibitor display, or advertising that either: (i) does not comply with the requirements of the Exhibitor Manual; and/or (ii) in the reasonable opinion of the Organiser are detrimental to the overall appearance of the Event.

10. Requirements of Superior Authorities

The Exhibitor shall comply with all requirements imposed on the Organiser or Exhibitor by the owners, proprietors or managers of the Venue, or any municipal or other competent authority. In addition the Exhibitor shall comply with any notice of such requirements given to the Exhibitor by the Organiser.

11. Use of Display Space and Prohibited Acts

- 11.1 The Exhibitor agrees to only display or advertise goods or services at the Event that are manufactured or supplied by it in the normal course of business. None of the Exhibitor's goods, services, advertising, other promotional material and/or Exhibits

shall in any way breach any applicable law (including intellectual property and Data Protection Regulations) or regulation or otherwise be libellous, defamatory or offensive. The Organiser may take any action that it deems necessary if it reasonably believes that any of the Exhibitor's goods, services, advertising, other promotional material and/or Exhibits is in breach of this clause 11.1 (including ejection from the Event without refund or abatement of any sums paid or payable in respect of this Agreement).

- 11.2 The Exhibitor shall not bring any combustible, explosive or otherwise dangerous materials into the Venue.
- 11.3 Sales by auction are prohibited without the prior written permission of the Organiser.
- 11.4 The Exhibitor agrees not to assign, sublet or share any space or facilities allotted to the Exhibitor (howsoever provided and whether for payment or not) without the prior written consent of the Organiser, which may be refused at the Organiser's absolute discretion.
- 11.5 The Exhibitor shall only be entitled to signage on the Exhibitor's Event stand, listing in the Event visitor's guide and other forms of Event promotion if it has paid all sums payable in respect of the booking and signed the Booking Form. The inclusion of any other company, firm, person or organisation in these forms of promotion is strictly at the Organiser's discretion and will usually result in an additional charge.
- 11.6 The Exhibitor may only distribute printed or other placards, handbills, circulars or other articles on its own stand, unless agreed in writing by the Organiser, in which case a separate charge will be made. The Organiser will use reasonable endeavours to prevent canvassing for orders or for any other purpose by a non-Exhibitor.
- 11.7 If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed by the Organiser in its absolute discretion to be in breach of this Agreement or contrary to the best interests of the Event, or which appear to the Organiser in its absolute discretion unethical or in breach of any law or regulation, the Organiser may cancel any allocation of space or display opportunity which may have been granted to the Exhibitor, whether in the Booking Form or otherwise, and require it forthwith to vacate any space allocated to it and refuse the Exhibitor the right to participate further in the Event, without the Organiser being under any liability to refund or abate any charges paid or payable in respect of this Agreement.
- 11.8 To the fullest extent permitted by law the Organiser will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Exhibitor, its employees, visitors, customers, staff, agents or contractors however so arising resulting from an exclusion under clause 11.7.
- 11.9 The Organiser retains the right to dispose of any property of the Exhibitor that is not collected from the Venue by the end of the breakdown period as detailed in the Exhibitor Manual. The Exhibitor will be liable for any costs incurred in such disposal.

12. Intellectual Property

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

- 12.2 The Exhibitor grants to the Organiser a non-exclusive, royalty-free licence to use, during the Term, the Exhibitor's name and logo in order to promote and advertise the Event and perform its obligations to the Exhibitor under this Agreement.
- 12.3 The Exhibitor agrees and consents to the use of and reproduction by or on behalf of the Organiser (and its licensees) of the Exhibitor's name and logo in any audio, visual and/or audio-visual or electronic recordings of the Event, by all or any means and in all or any form of media whether now known or hereafter to be invented (including in connection with the Event website) throughout the world in perpetuity for the purposes of advertising, merchandising and publicity of the Event and other similar events operated by the Organiser.

13. Data Protection

- 13.1 If the attendees of the Event indicate that they wish to make their details available to the Exhibitor then the Organiser will provide to the Exhibitor certain registration details to be used by the Exhibitor only for its legitimate business purposes. The Organiser reserves the right to withhold all or some details concerning attendees of the Event where the Organiser determines it is necessary to do so to comply with its obligations under Data Protection Regulations. The Exhibitor warrants to the Organiser that it shall process and use such details only in compliance with Data Protection Regulations. The Exhibitor acknowledges and agrees that it is solely responsible for any processing activities it carries out in respect of attendee details received under this Agreement. The Organiser shall not be liable to the Exhibitor in respect of any processing by the Exhibitor of attendee details provided by the Organiser under this Agreement.
- 13.2 The Exhibitor acknowledges that the Organiser may pass on the Exhibitor's (or its personnel's) contact details to third party suppliers engaged by the Organiser in connection with the Event who may contact the Exhibitor (or the Exhibitor's personnel) directly to offer to the Exhibitor ancillary services relating to the Event set up (such as display equipment, electrical equipment and technical support) and to contact the Exhibitor (or the Exhibitor's personnel) in connection with operational requirements for the Event such as venue health and safety requirements.

14. Noise and Disturbance

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

15. Limitation of Liability

- 15.1 Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 15.2 Nothing in these Conditions limits or excludes the liability of the Organiser for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.
- 15.3 Subject to clauses 14.1 and 14.2, the Organiser shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or information; or (ix) any special, indirect, consequential or

pure economic loss, costs, damages, charges or expenses ((i) to (ix) together being "**Losses**")

- 15.4 Subject to clauses 14.1 and 14.2, the Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and/or the Event shall be limited to the Total Price.

16. Indemnity

- 16.1 The Exhibitor shall hold the Organiser and each of its Affiliates (the Organiser and its Affiliates together being the "**Indemnified Parties**" and each an "**Indemnified Party**") harmless and indemnify them and their employees and agents against:

16.1.1 any claims by third parties, including for libel, defamation and breach of Intellectual Property Rights or Data Protection Regulations, arising from the actions or omissions of the Exhibitor in connection with the Event (including any breach of clause 11.1); or

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

- 16.2 For the purpose of this clause 15, references to an Exhibitor's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement include any such fraud, negligence, failure to perform or delay in performance by the Exhibitor's employees, agents or contractors.

17. Insurance

- 17.1 The Exhibitor must have adequate insurance cover in place that includes Public Liability. The minimum cover and limits required (together the "**Insurance**") are:

Public Liability

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

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

Event Expenses

The full value of lost expenses directly incurred in connection with the Event as a result of cancellation, abandonment, postponement, curtailment, failure to vacate or non-arrival of Exhibits arising from any cause beyond the control of the Exhibitor and/or Organiser.

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

Event Property

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

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

- 17.2 For Events, other than in the US and Canada, the Insurance has been negotiated on the Exhibitors' behalf. Details of how the Exhibitor can obtain a Certificate of Insurance will be provided with the Exhibitor's first invoice or in the case of payment by direct debit on collection of the first such payment. The Insurance fee shown on the Booking Form can be credited/refunded/waived provided that satisfactory evidence of any alternative insurance arrangement is agreed by the Organiser. This evidence should be submitted to the organiser within 21 days of the invoice date.
- 17.3 The Insurance package that has been negotiated is underwritten by Hiscox Underwriting Ltd. A full policy wording detailing conditions and exclusions is available from Hiscox on request. Cover only starts once the Exhibitor has paid the full Insurance fee including VAT to the Organiser.

18. Cancellation or termination of the Event

- 18.1 The Organiser shall have no liability to the Exhibitor if the Organiser cancels, postpones or re-sites the Event, or reduces the planned period for preparation, display or dismantling the Event, due to an event of Force Majeure or because the Organiser ceases to have the right to hold the Event, in which case the Organiser shall not be liable to refund any amount paid to the Organiser by the Exhibitor.
- 18.2 If the Organiser decides to re-site the Event to another venue or change the dates for reasons other than those stated in clause 17.1, and the Exhibitor is unwilling to be re-sited at the new venue or participate on a different date, it must give notice to the Organiser of such unwillingness within 14 days of being notified of the change by the Organiser. In such circumstances the Organiser shall make a full refund of the Total Price to the Exhibitor. The Organiser shall not be liable for any Losses of the Exhibitor arising from such re-siting or such unwillingness to be re-sited.
- 18.3 If the Organiser cancels the Event other than for reasons as set out at clause 17.1 the Organiser shall make a full refund of the Total Price to the Exhibitor.

19. Termination

- 19.1 The Organiser may terminate this Agreement immediately on written notice if:
- 19.1.1 the Exhibitor is unable to pay its debts as a result of becoming the subject of insolvency, administration or bankruptcy or similar orders, notices, proceedings, resolutions or arrangements or by making a composition with its creditors or going into liquidation or being under the appointment of a receiver or administrator (or any analogous events occur in any other jurisdiction); or
- 19.1.2 the Exhibitor is in breach of any material term of this Agreement and the breach is not capable of remedy, or if the breach is capable of remedy but the Exhibitor has failed to remedy such breach within 14 days of receipt of notice so to do.

19.2 The consequences of such termination by the Organiser are that the Exhibit Space may be cancelled and offered to another exhibitor, or used in any other manner, and any other services rendered by the Organiser may also be cancelled. Any such termination shall not oblige the Organiser to return to such Exhibitor any amounts already paid to the Organiser in respect of this Agreement or relieve such Exhibitor of its obligation to pay all amounts outstanding in respect of this Agreement to the Organiser.

20. Electric Lighting and Power

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

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

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

21. Force Majeure

Notwithstanding the other provisions of this Agreement, the Organiser shall be under no liability for any failure, delay or omission on its part resulting from any event of Force Majeure.

22. Assignment and other dealings

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

22.2 The Organiser may assign or transfer any or all of its rights and obligations under this Agreement to any third party.

23. Confidentiality

23.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause 23.2.

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

23.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 23; and

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

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

24. Announcements

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

25. Entire agreement

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

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

26. Costs

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

27. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

28. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. Rights and remedies

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

30. Severance

30.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 29 shall not affect the validity and enforceability of the rest of this Agreement.

30.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended,

it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

31. No partnership or agency

- 31.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 31.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

32. Further assurance

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

33. Notices

- 33.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
 - 33.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 33.1.2 emailed to:
 - 33.1.2.1 for the Organiser, legalnotices@centaurmedia.com; and
 - 33.1.2.2 for the Exhibitor, the email address specified on the Booking Form.
- 33.2 Any notice shall be deemed to have been received:
 - 33.2.1 if delivered by hand, on signature of a delivery receipt;
 - 33.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - 33.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.
- 33.3 This clause 32 does not apply to the service of any proceedings or other documents in any legal action.

34. Counterparts

- 34.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 34.2 Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed

counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

35. Third party rights

35.1 Except as expressly provided in clause 35.2, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

35.2 The Exhibitor's obligations under this Agreement (including the indemnities at clause 15, and any other representations, warranties and undertakings) are given for the benefit of all Organiser Affiliates. It is intended that all Organiser Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

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

36. Anti-Bribery

The Organiser and the Exhibitor shall comply with the organiser's anti-bribery and anti-corruption policies (available to the Exhibitor on request) as updated from time to time.

37. Governing law

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

38. Jurisdiction

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