

TERMS AND CONDITIONS

This Agreement is entered into between **ELRIG UK Ltd**, a company registered in England and Wales, with company registration number **05440961** (**we, us or our**), and **you**, the party named in the Quote, together the **Parties** and each a **Party**.

Background

We provide sponsorship opportunities for businesses and event spaces for stall holders to erect a booth and promote their business at relevant scientific conferences. You have expressed interest in sponsoring and/or erecting a booth at our event, and we have agreed to provide you with the event space and/or sponsorship opportunity in accordance with this Agreement.

1. Acceptance and Term of this Agreement

1.1 You accept this Agreement by the earlier of:

- (a) making part or full payment of the Price;
- (b) signing and returning the Quote to us, including by email or any electronic executions platform acceptable to us;
- (c) confirming by email that you accept this Agreement or the Quote; and
- (d) instructing us (whether orally or in writing) to proceed with the supply of the Products.

1.2 This Agreement will operate for the Term.

2. Our supply of the Products

2.1 In consideration of your payment of the Price, we will provide the Products in accordance with this Agreement and all applicable Laws, whether ourselves or through our Personnel.

2.2 We warrant to you that the Products will be provided using reasonable care and skill.

2.3 We will not be responsible for any Products unless expressly set out in the inclusions in the Quote.

3. Licence to Occupy

3.1 This clause 3 applies where we have agreed to provide you with Exhibition Space, as set out in the Quote.

3.2 Subject to your compliance with this Agreement, we grant you a licence to occupy the Exhibition Space for the Permitted Use and for the duration of the Event and for a reasonable period before and thereafter as agreed between the Parties, in common with us and all others authorised by us to access the Event.

3.3 You acknowledge and agree that:

- (a) you shall occupy the Exhibition Space as a licensee and that no relationship of landlord and tenant is created between us and you as a result of this clause 3;
- (b) we retain control, possession and management of the Exhibition Space at all times and you have no right to exclude us, or others authorised by us, from the Exhibition Space;
- (c) the licence granted by this clause 3 is personal to you, and must not be assigned or sublet to any third party;

- (d) we may, in our discretion, make alterations to your allocated Exhibition Space, including (but not limited to) alterations to the size, shape or location of your Exhibition Space;
- (e) all decisions made by us in relation to allocation of an Exhibition Space are final;
- (f) you must only use the Exhibition Space for the Permitted Use and exhibiting content which is relevant to the theme of the Event;
- (g) in occupying the Exhibition Space, you will not do anything which is illegal, or which is or may become a nuisance, annoyance, inconvenience or disturbance to us or others at the Event (including other exhibitors or attendees);
- (h) you will protect the Exhibition Space from any damage; and
- (i) you must leave the Exhibition Space in a clean and tidy condition, remove all branding, marketing or other promotional items put up in the Exhibition Space by you, and otherwise remove all property belonging to you. You acknowledge and agree that we may dispose of any property left in the Exhibition Space upon conclusion of the Event, without prior consultation with you, and may charge you our reasonable costs of doing so.

4. Variations

4.1 You may request a variation or change to the Products, including the timing for the supply of the Products (**Variation**), by providing written notice (including by email) to us, with details of the Variation (**Variation Request**). We will not be obliged to comply with a Variation Request unless we accept the Variation Request in writing. The Parties agree to comply with this Agreement as varied by any Variation Request accepted in writing.

4.2 If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued and accepted by us in accordance with clause 4.1.

5. Payment

5.1 In consideration for us providing the Products, you agree to pay us:

- (a) the Deposit (if any);
- (b) the balance of the Price; and
- (c) any other amount payable to us under this Agreement,

in accordance with the Payment Terms.

5.2 You will not be entitled to any part of the Products until the Price has been paid in full, unless otherwise agreed between the Parties. For the avoidance of doubt, we may limit your access to your Exhibition Space on the date of the Event if this clause 5.2 has not been complied with.

5.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):

- (a) after a period of 5 Business Days, cease providing the Products, and recover, as a debt due and

- immediately payable from you, our additional costs of doing so (including reasonable legal fees, debt collector fees and mercantile agent fees); and/or
- (b) charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
- 5.4 You agree that we may set-off or deduct from any monies payable to you under this Agreement, any amounts which are payable by you to us (whether under this Agreement or otherwise).
- 6. Warranties and Representations**
- 6.1 Each Party represents, warrants and agrees that:
- (a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business;
- (b) that this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;
- (c) if applicable, it holds a valid company number which has been advised to the other Party; and
- (d) if applicable, it is registered for VAT purposes.
- 6.2 You represent, warrant and agree:
- (a) to comply with this Agreement and all applicable Laws;
- (b) that you are not aware of any conflict of interest between this Agreement and our Event and any other work you have been offered or are undertaking and you agree not to engage in other work if it conflicts with your obligations under this Agreement;
- (c) that all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (d) to comply with our reasonable requests, requirements, and any policies provided by us to you from time to time, including the Exhibitor Rules contained as Attachment 1 to this Agreement and any exhibitor's manual we provide to you from time to time;
- (e) to comply with the reasonable requests of any Personnel acting on behalf of the Venue;
- (f) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Products;
- (g) that we may, in our sole discretion, direct you to remove any promotional material from your Exhibition Space which, in our opinion, is offensive or irrelevant to the theme of the Event;
- (h) that you and your Personnel will conduct business and behave in a manner that reflects favourable on us and our Event;
- (i) in marketing the Event and your presence in the Exhibition Space, you will act with due care and skill, and not engage in any unfair, deceptive or unethical business practice;
- (j) that you will not do anything that may adversely affect our goodwill, brand or reputation (or that of the Event);
- (k) that you have not relied on any representations or warranties made by us in relation to the Products (including as to whether the Products are or will be fit or suitable for any particular purposes), unless expressly stipulated in this Agreement;
- (l) that you will effect and maintain, at a minimum, the Required Insurances for the Term (and for a reasonable period thereafter) and with a reputable provider. You must, on request, provide us with evidence sufficient to enable us to confirm your compliance with this clause 6.2(l);
- (m) that no Insolvency Event has occurred in respect of you and that you will immediately notify us if you are (or you are likely to be) the subject of an Insolvency Event;
- (n) that the Products are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Products to third parties without our prior written consent;
- (o) that you will be responsible for the use of any part of the Products, and you must ensure that no person uses any part of the Products:
- (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
 - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - (3) in any way that damages, interferes with or interrupts the supply of the Products.
- 7. Intellectual Property**
- 7.1 As between the Parties:
- (a) we own all Intellectual Property Rights in Our Materials;
- (b) you own all Intellectual Property Rights in Your Materials; and
- (c) nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 7.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in the Party who created the New Materials upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials do not automatically vest in the respective Party, the other Party agrees to do all things necessary or desirable to assure the first Party's title in such rights.
- 7.3 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use

Our Materials that we provide to you and any New Materials created by us, solely for the purposes for which they were developed and for your use and enjoyment of the Products, including for your promotion of your attendance at our Event, as contemplated by this Agreement.

- 7.4 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, for the duration of the Term, to use Your Materials that you provide to us solely for the purposes for which they were developed and for the performance of our obligations under this Agreement, including our promotion of your attendance at the Event.
- 7.5 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and agree to ensure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 7.6 In the use of any Intellectual Property Rights in connection with this Agreement, you agree that you must not (and you must ensure that your Personnel do not) commit any Intellectual Property Breach. Where you reasonably suspect that such a breach may have occurred, you must notify us immediately.
- 7.7 This clause 7 will survive termination or expiry of this Agreement.

8. Confidential Information

- 8.1 Each Receiving Party agrees:
- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
 - (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
 - (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.
- 8.2 The obligations in clause 8.1 do not apply to Confidential Information that:
- (a) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
 - (b) is authorised to be disclosed by the Disclosing Party;
 - (c) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or
 - (d) must be disclosed by Law or by a regulatory authority, including under subpoena, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.
- 8.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 8. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 8.
- 8.4 This clause 8 will survive the termination of this Agreement.

9. Limitations on and exclusions to our liability

- 9.1 Neither Party may benefit from the limitations and exclusions set out in this clause 9 in respect of any liability arising from its deliberate default.
- 9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this Agreement including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 9.3 Despite anything to the contrary, to the maximum extent permitted by law, you agree to indemnify us and hold us harmless in respect of any Liability we may incur as a result of or arising in connection with any property loss or damage or personal injury or loss caused or contributed to by you or your Personnel in the Exhibition Space.
- 9.4 Nothing in this Agreement limits any Liability which cannot legally be limited, including Liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 9.5 Subject to clauses 9.1 (no limitation in respect of deliberate default), and 9.2 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for any Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Products to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Products to which the Liability relates.
- 9.6 We have given commitments as to the compliance of the Products with this Agreement and applicable Laws in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from this Agreement.
- 9.7 This clause 9 will survive the termination or expiry of this Agreement.

10. Term and Termination

- 10.1 This Agreement will commence on the Commencement Date and will continue until the date on which we have completed the supply of the Products to you (as reasonably determined by us) (**Term**).
- 10.2 You acknowledge and agree that the Event is being held at a Venue which we hire or lease from a third party. If, at any time, the owners of the Venue require us to postpone the Event, we may need to change the date and/or time of the

- Event. We will transfer your booking of the Exhibition Space to a new date, subject to any variations that may need to be made to accommodate the change in schedule. Where you are not available to attend the Event on the new date, we will hold the Price or any part thereof paid by you on credit for a future event organised by us. Where the owners of the Venue require us to cancel the Event, we may need to terminate this Agreement. If we do this, we will hold the Price or any part thereof paid by you on credit for a future event organised by us.
- 10.3 Subject to your payment of a cancellation fee in accordance with this clause 10.3, you may terminate this Agreement by providing us with at least 30 days' notice prior to the date of the Event. The **Cancellation Fee** payable by you will depend on the period of notice you have provided, as follows:
- (a) more than 10 months' notice – 10% of the Price;
 - (b) between 8 and 10 months' notice – 25% of the Price;
 - (c) between 6 and 8 months' notice – 50% of the Price;
 - (d) between 6 months' and 30 days' notice – 75% of the Price; and
 - (e) less than 30 days' notice – 100% of the Price.
- 10.4 Where you have already paid the Price or any part thereof prior to terminating this Agreement in accordance with clause 10.3, we agree to refund you the difference between the Price paid by you and the applicable Cancellation Fee, if any.
- 10.5 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 10.6 During the course of an Event, we may, in our sole discretion, remove you or your Personnel from the Event and terminate this Agreement immediately without notice, where you or your Personnel are in breach of this Agreement or any Laws during the Event. To the maximum extent permitted by law, we will not refund you the Price where we have removed you or your Personnel from the Event in accordance with this clause 10.6.
- 10.7 Upon expiry or termination of this Agreement:
- (a) we will immediately cease providing the Products;
 - (b) to the maximum extent permitted by law, you agree that any payments made by you to us are not refundable to you; and
 - (c) you are to pay for all Products provided prior to termination, including Products which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;
 - (d) by us pursuant to clause 10.5, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination
- (including legal fees, debt collector fees and mercantile agent fees); and
- (e) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or material owned by us that is in your possession or control, subject to any rights you may have to any Intellectual Property in accordance with clause 7.
- 10.8 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of this Agreement.
- 10.9 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.
- 10.10 This clause 10 will survive the termination or expiry of this Agreement.
- 11. VAT**
- 11.1 All amounts payable by you under this Agreement are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is made under this Agreement by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Products at the same time as payment is due for the supply of the Products.
- 12. General**
- 12.1 **Amendment:** This Agreement may only be amended by written instrument executed by the Parties.
- 12.2 **Assignment:** Subject to clause 12.3, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 12.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 12.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 12.5 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 12.6 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask The Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties

agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 12.7 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. To the maximum extent permitted by law, you release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 12.8 **Entire agreement:** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will 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.
- 12.9 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 12.10 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may, by notice, terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.
- 12.11 **Governing law:** This Agreement is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.12 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been

served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

- 12.13 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 12.14 **Privacy:** We will only use your personal information as set out in our privacy notice. You can find our privacy notice at www.elrig.org.
- 12.15 **Publicity:** With your prior written consent, You agree that we may advertise or publicise the broad nature of our supply of the Products to you, including on our website or in our promotional material.
- 12.16 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 12.17 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 12.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Agreement means the Quote, these terms and conditions and any documents attached to, or referred to in, each of them.

Business Day means a day on which banks are open for general banking business in England and Wales, excluding Saturdays, Sundays and bank holidays.

Commencement Date means the date this Agreement is accepted in accordance with its terms.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill,

loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under this Agreement will not constitute "Consequential Loss" for the purposes of this definition.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Dispute has the meaning given in clause 12.6.

Exhibition Space means the space we have allocated to you on the event floor to erect your booth, as further particularised in the Quote.

Event means the event that we have agreed to grant you access to, as set out in the Quote.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Insolvency Event means where if a Party takes any step or action (or any analogous step or action) in connection with:

- (a) its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring);
- (b) applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986;
- (c) being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring); or
- (d) having a receiver appointed to any of its assets or ceasing to carry on business,

or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

Intellectual Property means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property Rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the supply of the Products.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Moral Rights means any moral rights, including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with this Agreement or the supply of the Products, whether before or after the date of this Agreement, and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation, and services that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by United Kingdom and international laws, and any improvements, modifications or enhancements of such Intellectual Property.

Permitted Use means the permitted use of the Exhibition Space, as set out in your Quote.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Quote, as adjusted in accordance with this Agreement, and includes the Deposit (if any).

Products means the goods, services and/or digital content, as applicable, set out in the Quote, and as adjusted in accordance with this Agreement.

Quote means the quote provided by us for the requested Products, to which this Agreement attaches.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Required Insurances means the insurances you are required to hold, including:

- (a) a public and products liability insurance policy, or equivalent, in the amount of no less than [**£20 million**] for any one claim;
- (b) a professional indemnity insurance policy, or equivalent, in the amount of no less than [**£10 million**] for any one claim; and
- (c) all other insurances required by Law in respect of your business.

Term has the meaning given in clause 10.1.

Variation has the meaning given in clause 4.1.

Variation Request has the meaning given in clause 4.1.

VAT means value added tax or any equivalent tax chargeable in the United Kingdom.

Venue means the location that the Event is being held at.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of this Agreement, and any improvements, modifications or enhancements of such Intellectual Property.

14. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) a reference to time is to local time in London; and
- (i) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.

Attachment 1 - Exhibitor Rules

1. Your Exhibition Space must be staffed by your Personnel at all times during the operating hours of the Event. If your Exhibition Space is not staffed for lengthy periods of time (as determined by us), we may, in our sole discretion, remove your exhibition from public display.
2. Your Personnel must carry an official exhibitor's pass, as issued by us, at all times during the Event.
3. You agree to keep the area in front of your Exhibition Space clear and free of obstruction at all times.
4. You must not affix promotional material to any part of the building in which the Event is being held, other than your allocated Exhibition Space.
5. Any promotional material distributed by you at the Event must relate to your business, and must be distributed from within your Exhibition Space.
6. No working machinery, including motors, engines, furnaces, contrivances or power driven machinery, may be exhibited in operation at the Event without our prior written consent, which may be withheld in our sole discretion. Any working machinery which we consent to you exhibiting at the Event must have all applicable safety devices or measures in place.
7. Videos and photographic slides must not be used within your Exhibition Space without our prior written consent, which may be withheld in our sole discretion. Where we consent to your use of videos and/or photographic slides, you must:
 - (a) only use non-flammable film;
 - (b) ensure your projector housing and covering are of non-flammable material in accordance with the Law;
 - (c) soundproof your Exhibition Space so that fellow exhibitors or visitors to adjacent stands are not disturbed; and
 - (d) ensure any seating provided for the viewing of the video or photographic slides is kept clear of any walkways and areas outside of your Exhibition Space.
8. The following are prohibited from use within the Exhibition Space, unless otherwise agreed by us in writing:
 - (a) naked lights, oil lamps or temporary gas or electrical fittings;
 - (b) petrol, dangerous gases or highly flammable substances;
 - (c) explosives or dangerous combustible materials;
 - (d) equipment involving the use of lasers; and
 - (e) any sources of ionising radiations.
9. All display materials used within your Exhibition Space must be made from fireproof materials. We may be required to place a fire extinguisher within a prominent position in your Exhibition Space in order to meet our legal requirements. You acknowledge and agree that you will not move, hinder or otherwise obscure any fire extinguishers placed by us. You agree to acquaint yourself with the location of the fire extinguisher closest to your Exhibition Space.
10. An official photographer will be available during the Event. No external photographer will be allowed to take photos or videos during the Event without our prior written consent.
11. Where we have provided your Exhibition Space as site-only (i.e. without a stand), any stand erected by you must meet the specifications provided to you by us. Any stand erected by you is subject to our approval. Where any approval from a regulatory authority is required for the erection of stand, you will be solely responsible for arranging that approval, at your cost.
12. All construction relating to a stand, including any electrical installations, must be carried out by a contractor appointed by us. There may be an additional fee for the services provided by the contractor.
13. The delivery timeframe for all installations will be advised to you by us. You must ensure that your installations are delivered within this timeframe, and are ready to go prior to the opening of the Event. You agree that your Personnel must be present to accept any deliveries where necessary. We will not sign for any deliveries on your behalf, unless agreed by us in writing in advance.
14. The removal timeframe for all exhibits, including any stands erected by you, will be advised to you by us. You agree to ensure that your exhibit and all promotional materials are removed from your Exhibition Space within this timeframe.