

6 - 8 September 2022

Hong Kong Convention & Exhibition Centre



INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- DEFINITIONS
- In these Conditions, the following terms have the following meanings
- Booking Form: the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept
- 1.2. Calendar Year: a full twelve (12) month period beginning on January 1 and ending on
- Client: the person, company, organisation, association or other entity set out in the Booking Form that is purchasing the Package;
 Conditions: these terms and conditions;
 Contract: together, these Conditions and the Booking Form;

- 1.6. Data Protection Law: all laws related to data protection and privacy that are applicable to any Death indicated by the Companies of Client processes personal data, where the Eurhal takes place, where any element of the Package is provided and/or where Organizer or Client is established;
- 1.7. Devices: any visitor lead capture application or barcode scanner device;
- 1.8. Directory: any online product and/or services directory (whether exclusively featuring exhibitors, sponsors and attendees of the Event or otherwise);
- 1.9. Directory Content: all content, materials and other information that is provided by Client and/orits Personnel (whether by uploading directly to a Directory or via any other means) for inclusion in a Directory;
- 1.10. Event: the exhibition, conference, show or other event organised by Organizer set out in the Booking Form;
- 1.11. Fees: the fees payable by Client for the Package set out in the Booking Form; 1.12. Force Majeure Event: any event or circumstance arising that is not within Organizer's
- reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, Venue damage cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical biological contamination);
- 1.13.Informa Group: includes any entity whose ultimate parent company is Informa PLC; 1.14.Intellectual Property Rights: trade marks, trading names, domain names, logos, rights
- in design, copyrights, database rights, moral rights, goodwill, rights of confidence, krow-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;
- 1.15. Manual: any manual, service kit or guide provided to Client by Organizer in respect of the Event, as updated by Organizer from time to time;
- 1.16. Marketing Services: any marketing services element of the Sponsorship set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign);
- 1.7. Materials: all content, materials and other information that is provided by Client and/or its Personnel (including, without limitation, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session
- 1.18. Opening Date: the first date on which the Event is scheduled to be open to members of the
- 1.19. Organizer: the Informa Group legal entity set out in the Booking Form that is providing the Package;
- 1.20. Owners: the owners, management and/or operators of the Venue
- 1.21. Package: the Space and/or Sponsorship and/or Directory and/or Devices package purchased by Client in relation to the Event set out in the Booking Form, as may be updated by the parties from time to time;
- personnel: any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Event;
- Reportable Breach: any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to
- 1.24. Space: any exhibition space allocated to Client set out in the Booking Form; 1.25 Sponsorship: any sponsorship and/or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements, Marketing Services and/or opportunities to sponsor, contribute to and/or deliver contentsessions); and

- 2. PACKAGE
 2. PACKAGE
 2.1. Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Event, (ii) assigned to a particular exhibit hall, section or location within the Venue, and/or (iii) provided with the actual Package (including, without limitation, he amount of Space and/or Sponsorship) requested. Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Ogarazer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updatesto the Package, shall be effective unless suchvariation is agreed in writing by both parties. These Conditions applytothis Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- FFFS
- Implied by trabe, custom, practice or course or bealing.
 FEES
 1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account spedifically designated by Organizer to Client for payment. In particular, Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/ or any of its Personnel arising out of or in connection with hind party frauch, including, without limitation, false change of bank account communications, identify theft and other scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment of bigglations under this Contract. To the extent that Client receives any communication notifying Client of change in Organizer's designated bank account, client is required to verify the authenticity of the same directly with Organizer. Without prejudicetoany other rightor remedy timay have, if.Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client and its Personnel entry to the Event, (ii) charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of HSBC Limited Hong Kong, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Organizer takes any such action, Client shallnot be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.

 2. It is the intent of the parties that Organizer shall receive the Fees in full and that any; (i)
- and the Fees shall be increased by an amount necessary to compensate for the withholding taxes (in the lication grane). So continued the shall be increased by the shall be increased by the same of the shall be shall be
- withholding taxes levied on the increase itself).

 3.3. Client acknowledges and agrees that certain services may be required by the Owners and/or Organizer for the safe and efficient operation of the Event, including, without limitation, connection to and consumption of utilities (for example, electricity) and inspection/health and safety auditing of exhibition stand/shell scheme plans. Such services shall be provided by contractors appointed by the Owners and/or Organizer and it is a condition of this Contract that Client uses such contractors for these services. Rates and charges for such services (Contractor Fees) shall be set out in the Manual or otherwise provided in writing by Organizer prior to the Opening Date. Client is solely responsible for payment of the Contractor Fees directly to each relevant contractor, in accordance with seach relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance would be contractor fees in accordance with such payment terms. Organizer may at its sole discretion: (i) pay such Contractor Fees is alcordance with such payment terms. Organizer may at its sole

- (ii) deem that Client has committed an irremediable material breach of this Contract and exercise Organizer's rights pursuant to Condition 15.1.
- CLIENT'S GENERAL OBLIGATIONS
- CLIENT'S GENERAL OBLIGATIONS

 Client shall comply with: (i) all laws (including, without limitation, all laws relating to antibribery, anti-corruption, trade sanctions, modern slavery and export controls), (ii) all rules,
 regulations and instructions issued by Organizer and/or the Owners from time to time in
 connection with any element of the Package (including, without limitation, in relation to
 health, safety and security requirements), and (iii) the provisions of the Manual, including,
 without limitation, all operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Clienthastherequisite authority to do
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or (iii) cause or permit any damage to the Venueoranypartthereofortoanyfixturesorfittingswhicharenotthepropertyof Clert
- 4.4. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Event. Without limitation, Client shall provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.5. Client is solely responsible for obtaining passports, visas and other necessary documentation/forentryintothecountryorterritorywheretheEventisheld. If Clientand' or its Personnel cannot attend the Event 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 any licences, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Event and display its exhibits, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.
- 4.7. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- All unauthorised filming, sound recording and photography of the Event, and all unauthorised fransmission of audio or visual material at the Event, by Client and/or its Personnel is expressly prohibited. Client and/or its Personnel agree: (i) to surrender to Organizer ordestroy ondermadnaymmaterial in whatever mediarecorded involation of this Condition 4.8, and (ii) that the copyright and other Intellectual Property Rights in any such particular bull, and incompletely on the continuous descriptions. material shall vest in Organizer unconditionally and immediately on the c
- material.

 Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (five Content). Client agrees to make its Personnel aware of such filming, sound recording and photography of the Event. Client acknowledges and agrees that Organizer is the sole acclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Event, Client shall notify Organizer in writing.
- 4.10. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any fire disclose the same to any third party.
- 5. DATA PROTECTION
- 5.1. Each party acknowledges and agrees that it is responsible for its own processing of Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) [ard] where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679). Each party shall: (i) only process personal data in compliance with, and shall not cause Isself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply within so biligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/or notifications to be susuff on any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organizer collects, uses and protects personal data in accordance with it is privacy policy, which can be found here: https://www.informa.com/privacy-policy.
- 5.2. Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer aspart of the Package (a Data List), it shalt. (i) keep the Data List confidential and not disclose it to any fripparty, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List for the purpose of making an initial approach to contacts on the Data List to the Package, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to so and Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.
- SPECIFIC TERMS RELATING TOSPACE
- 6.1. Organizer reserves the right at any time to make such alterations in the floor plan of teEvent or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space.
- 1e. General promata returnour interfees payatine in respect of the purpose of displaying exhibits at the Event. Such use shall not constitute a tenancy and Client shall have no other rights to, or interestin, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Nows. of the Venue.
 6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Event, (ii) at all
- times during the Event to ensure that its Space (and exhibition stand therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsate materials/fiems and other hazards (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Event.
- exhibition stand prior to the closing of the Event.

 Client shall not permithe display of any exhibitis that do not exclusively relate to Client's own commercial activities. No exhibit will be allowed into the Venue without an official delivery order or customs clearance document relating to such exhibit. The display of any working or moving exhibit must have the prior written approval of Organizer and must only be operated in the presence of persons authorised by Client and/or its Personnel. Organizer reserves the right, without liability and act Client is nisk and expense, to remove any exhibit and/or stop

- any display or demonstration which Organizer considers in its reasonable opinion: (i) contravenes any law and/or any applicable industry regulations/ standards (including, without limitation, CITES trade regulations or any other standards issued by IUCN), (ii) constitutes counterfeit goods and/or infiringes the Intellectual Property Rights of any third party, (iii) is likely to cause offence, and/or (iv) does not otherwise comply with these Conditions.

 6.5. Unless the provisions of Condition 6.6 apply, Clienti is solely responsible for all aspects of the setup of the Space, including without limitation modular stand or similar.
- Unless the provisions of Condition 6.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing. Exhibits and displays should not exceed the height of the exhibition stand walls unless written permission has been received from Organizer. Plans for any non-shell scheme Space must be in compliance with the specifications and submitted for approval as set out in the Manual. Organizer reserves the right to order the alteration or removal of any exhibition stand which differs from the approved plan or which does not conform to any of the required specifications. The costs of any alteration and/or removal shall be entirely borne by Client. If such alteration or removal is not made within the time required by Organizer, Organizer may undertake the same at the risk and cost of Client, which shall reimburse Organizer on demand.
- client, which shall reimburse Organizer on demand.

 6.6. Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (forindude modular stand or smillar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for allaspects of dressing and branding of the Space.

 6.7. Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Space, Client shall procure that any Space sharer and any Space sharer's Personnel comply with his Contract, provided that Client shall be solely responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer's and any Space sharer's Personnel continging, without limitation, any breach of the terms of this Contract by the same). Unless otherwise agreed in writing by Organizer, Client shall ensure that at all times during the Event tite exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Clientshall itselfremain-wholly lable forther full amount of the Fees.

 6.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the
- 6.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the Proof and/or beverages may only be supplied by client and/or its Personner with prior written consent of Organizer. Without limitation to the foregoing, Client forbidden to bring alcoholic beverages into the Venue without the prior writ consentofOrganizer (and, if consent is granted, corkage fees may be required).
- Except in connection with any Event that is open to consumers and/or with the prior written consent of Organizer, retail sales (and the delivery of any associated products and/or services) are not permitted on the Event floor.
- 6.10. At such time after the close of the Event as Organizer may specify, or on any As such time after the close of the Event as Organizer may specify, of or any gearlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition a sinitially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense.
- at Urient's Inon all REPURISE.

 6.11. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, safety and/or security of the Event and or any other attendee of the Event, Organizer reserves the right without liability to dose Client's exhibitions retard.
- SPECIFIC TERMS RELATING TO SPONSORSHIP (INCLUDING, WITHOUT LIMITATION, MARKETING SERVICES)
- Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full). Client warrants, represents and undertakes that the Materials are: (i) accurate and
- complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Clienthas the right to make the Materials available to Organizer in connection with the Packagewithout restriction and that they do not breach or information, the limitation, the original property Rights of any third party), (iii) not in current depression of the copyright owners of the control of the control of the copyright of the (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they donot contravene any lawor incited renocurage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and (vi) fiprovided indigital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 7.3. Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organizer cannot guarantee any exact colour matches in its incorporation of Materials and any colours used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after recept. Organizer shall use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not thiable where reasonable modifications are made endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not thiable where reasonable modifications are made.
 7.4. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details in connection with the creation of any materials, rote ost required in preparing such materials, in circumstances where this Contract later incremations of this Contract where the time and cost required in preparing such materials, in circumstances where this Contract later the time and cost required in preparing such contract the rether the time and cost required in the preparing such contract the rethe time and cost required in the such and Client's details after termination of this Contract where the time and cost required in the such and client the time and cost required the retiremant on of this Contract where the time and cost required in the such as a such as 7.3. Although Organizer shall take reasonable care in the production of any deliverable
- Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event cannot reasonably be justified by Organizer.

 If all or part of the Sponsorship comprises Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliver to Organizer, by no later than five (6) days prior the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Clientand/or any offits affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Organizer with anupdated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. Tothe extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail instance that an individual has requested to be opted out or unsubscribed. Tothe extent that, pursuant to such Markeing Seviose, any e-malls wilb be sent to any-e-mail addresses provided by Client and/or its Personnel. Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Client shall indemnify Organizer against any Joss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred forganizer and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 7.5.
- 7.6. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 7, Organizer reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.
- SPECIFIC TERMS RELATING TO DIRECTORIES
- 8.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply. The Booking Form may specify that it is mandatory for Client to purchase a Directory entry in connection with the Event.



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INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- 8.2. The length of time that Client is entitled to have a Directory entry live for, and the extent of its coverage within and benefits related to such Directory, shall bespecified in the BookingForm
- 8.3. Client acknowledges and agrees that all usernames and passwords used to access any Directory are confidential and personal to Client and its Personnel & papplicable). Clientshall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and/or its Personnel). Client shall notify Organizer immediately of any unauthorised use of any usernames and/ or passwords or any other breach of security regarding any Directory that comes to its attention.
- 8.4. All Directory Content must comply with these Conditions. Organizer reserves the right to remove any Directory Content that it deems offensive, inappropriate, libelious or non-compliant with these Conditions. Client shall ensure that the Directory Contentshallnot infining the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content.
- compilant winn tress conditions. Client snall earlier that the Directory Contents and infininge the Intellectual Property Rights of any third party and Client shall be soiled responsible for checking the accuracy and compliance with law of any Directory Content.

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

 8.6. Client warrants, represents and undertakes that the Directory Contents. (3) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant hind party (including, without limitation, the copyright of permission from any relevant hind party (including, without limitation, the copyright of permission from any relevant hind party (including, without limitation, the copyright of permission from any relevant variety of the property of the pr

- to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

 8.10 Organizer does notendorse or accept any responsibility for the use of, or content on, any other website inked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.

 8.11.Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

 8.12.Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted). Organizer reserves the right without liability to suspend and/or dasbe client's and its Personnel's used of accession, overange within and benefits related to any Directory.

 8.13. Organizer souls liability no connection with a Directory, however arising, shall be limited to this position of the property of the p

- 1. Tolent hottes any bevices as part in the "exage", the terms of this Collination "state at the Employer Collination of the C

- or that are damaged by Client and/or its Personnel. In the event of any lault, mallunction, failure or inaccuracy of any Devices or any other loss or damage arisingin connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, howsoever arising, shall belimited to the total amount of the Fees paid by Client in respect of the Devices only.
- 10. VISITOR, DELEGATE AND CLIENT'S PERSONNEL PASSES
- VISITOR, DELEGATE AND CLIENT'S PERSONNEL PASSES (Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates or applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Eventand such passes must be produced by such Personnel onrequest at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issues.
- LIMITATION OF RIGHTS GRANTED
- LIMITATION OF RIGHTS GRANTED

 I. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social medianterlate of this attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request prompty. Client is not permitted to: (i) establish a website specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the promoting of Common for the Common fo
- 12. CHANGES TO THE EVENT
- 12. CHANGES TO THE VENT

 I.2. Individual rine and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of such changes.

- 13. CANCELLATION AND CHANGING THE DATE(S) OF THE EVENT BY ORGANIZER 13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).
- Event to be held).

 13.2.In theevent that heldes(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Clientfrom the payment of the Fees in accordance with the payment terms stated in the Booking Form.

 13.3. In the event that the Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years, this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees already in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressify excluded.

- 14. CANCELLATION BY CLIENT

 14.1.The application for the Package is irrevocable by Clientand, save as expressly stated in the Booking Form, Clienthas no rights to cancel this Contract. Save as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

 14.2.To the extent that the Booking Form expressly permits cancellation by Client, Client may cancelt the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1. Upon any such cancellation by Client, Client shall pay Organizer such cancellation less as are stated in the Booking Form. For the purpose of determining any such cancellation less, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 13.2.
- 15. TERMINATION

 15. I Organizer Given the treatment in the Contract without liability immediately at any time by written Contract and/or any other agreement between Client and any member of the Information of the Contract and/or any other agreement between Client and any member of the Information of the Contract and/or any other agreement between Client and any member of the Information of Contract and/or any other agreement between Client and any member of the Information of Contract and/or any other agreement between Client and any member of the Information of Contract and/or any other agreement between Client and any member of the Information of Contract and/or such lesser period as would be required for the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Padage being provided on a schedule dialet), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or sulfers any analogous event in any fursidation, or (iii) is convicted of any Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 151, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

 2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer; (i) determines inits absolute discretion hat the provision of the Package to Client is not in the best interests of the Event and/or on in Organizer's locations, and/or (iii) decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 15.2. In the event that Organizer terminates t

- опрыпыем энем из неземвату аврестs of the Package as it shall deem fit.
 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
 Conditions 1, 3, 52, 74, 7, 75, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

- 15.5.Conditions 1, 3, 5, 2, 7, 4, 7,5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

 16. LIABILITY AND INDEMNITY

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

 16.2.Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client andfor any of its Personnel arising out of or in commercion with the Package, including, without limitation, the provision of utilities. AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stands/shell scheme plans, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners and offor Organizer annalated, official or recommended or ornactors are
- thesubjectof a separate agreement between Client and the relevant contractor (s).

 16.3 Subject to Condition 16.5: (i) Client expressly assumes all risks associated with, resulting 16.3 Subject to Condition 16.5: (i) Client expressly assumes all risks associated with, resulting represence at the Event, (ii) neither Organizer or ary member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opporturity, tas of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss for theft of, injury (a), liness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member of the Informa Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.

 16.4 Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, lifness of or third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or on any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel and/or its Personnel to comply with Condition 5.2, and (y) where Client shares the Space with any third purp usual to the Standard Client and/or its Personnel to comply with Condition 5.2, and (y) where Client shares the Space with any third party pursuant to propose the Standard Client and/or its Personnel to comply with Condition 5.2, and (y) where Client shares the Space with any third party pursuant to the Standard Client and/or its parts of the Standard Client and/or its personnel to comply with Condition 5.2, and (y) where Client shares the Space with any third party pursuant to the Standard Client and/or its parts of the Standard Client and/or its personnel to comply the Standard Client and/or its person the Standard Client and/or its person
- Personnel.

 16.5 Organizer 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 and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvide, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall exoscel Clientfrom the payment of the Fees under this Contract.

 16.6 Nothing in these Conditions shall exclude or limit anyliability which cannot be excluded or limited by law.

- Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are nomore than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.
- INSURANCE
- Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Exhibition (move-ont through move-out) and any changes to the Exhibition that may be made in accordance with these Conditions. Without limitation to the foregoing, Client shall take out and maintain at all.
- "al Liability insurance with a recognised insurer aga times General Liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than HK\$25,000,000 per occurrence or claim. If Client cannot provide satisfactory evidence of such insurance cover, Organizer shall be entitled to cancel Client's right of participation immediately and Client shall not be entitled to any refund.
 172. To provide Client with this level of cover and further additional covers, Organizer has arranged for Client to be covered under its insurance policy for aparticipation fee. 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
- hade with Client's invoice. Please note payment of the Insurance Participation Fee aust be made before the Exhibition commences. The standard limits under this

Cover Headings Standard Limits Brief Summary of the Cover Client Expenses HKD 200.000

Client Property HKD 200,000

Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postpone- ment or removal to alternative premises. Physical loss of or damage to property for which Client is responsible.

General Liability HKD 25,000,000 Legal liability to pay compensation, legal costs and ex-pensesas are sulfolaccidental deathor injury be a third party and/or damage to their property at the Venue.

- Full terms and conditions of the insurance policy are available on request.

 17.3. If Client believes it already has adequate General Liability cover in place, Client will receive email linstructions as to how this can be uploaded onto InEvexoc Ltd's portal. This will then be reviewed by InEvexoc Ltd, which is aspecialist insurance broker that administers Organizer's insurance.

 17.4. Please do not send any insurance documentation to Organizer. A full specimen insurance policy wording, showing the terms, conditions and exceptions of the cover is available from InEvexoc Ltd via its website: www.inevexoc.oc.uk/event-exhibition-organisers. Organizer strongly recommends that Client reads the insurance policy wording as some exclusions apply. This service is provided on a non-advised basis and Client should make sure that the minimum limits are sufficient for its needs. If Client has any questions about the insurance poky, client can speak with Organizer's Hong Kong insurance broker, M G Geraghty, on +852 2877 8006. +852 2877 8006.
- +852 2877 8006.
 175. Organizer 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 and/or access to and/or provision of the insurance policy by Interveco Ltd. Organizer has no responsibility to Client for, and hereby disclaims all liability arising from, the acts and omissions of Interveco Ltd and any thirid parties required to provide the insurance policy and related services hereunder.
 17.6. Totheextentthat Clientis permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 17.5. (Inclusive) shall apply to any such Space sharer(s) in the same way as they apply to Client.

- Statetics, in the same way as usey apply to client.

 SUSTAINABILITY

 Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).
- notified to client by Organize in in wining (acting resource).

 19. GENERA!

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

 19.2. From time to time. Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out-for in connection with any matter relating to the Works.
- Venue to carry out works, repairs or alteriations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel ansingout for inconnection with any matter relating to the Works.

 19.3. Client acknowledges and agrees that Organizer and each member of the Information of the Company of the Compa

- this Condition 19.9 shall not affect the validity and enforceability of the rest of this Contract.

 19.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the partiesto terminate, rescindoragree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

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

 19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).
- - GOVERNING LAW AND JURISDICTION
 10.1 This Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR and the Client submits to the non-exclusive jurisdiction of the Hong Kong SAR counts for all purposes relating to this Contract.