

## SPACE RENTAL AGREEMENT

We herewith inform you that we applied for stand area at the GROWTECH ANTALYA, which is held between 20-23 November, 2024 at the Anfaş Expo Center. We read and accept the fair participation contract, which consists of the Conditions and Principles of Participating the Fair.

### Exhibitor Company

Commercial Title of the Company

Stand Fascia Name

Address

P.O. Box

City

Country

Phone:

Fax:

Website Address

E-mail

### Product Group

- Greenhouse Equipment & Technologies  Plant Nutrition  Seed - Nursery - Young Plants  
 Irrigation Equipment & Technologies  Plant Protection  Agribusiness  
 Agricultural Services  Finance & Accounting  Other:

### Contact Person Information

Authorized Person

Exhibition Executive

Job Title /Position

Job Title /Position

E-mail

E-mail

Mobile

Mobile

## SPACE RENTAL AGREEMENT

EMPTY AREA	sqm	REBOOK	EARLY BIRD	STANDARD
	16 sqm - 49 sqm	199 €	205 €	219 €
	50 sqm - 99 sqm	183 €	188 €	202 €
	100 sqm +	172 €	178 €	192 €

SHELL SCHEME	sqm	REBOOK	EARLY BIRD	STANDARD
	9 sqm - 49 sqm	299 €	305 €	319 €
	50 sqm - 99 sqm	283 €	288 €	302 €
	100 sqm +	272 €	278 €	292 €

Within the scope of our Sustainability approach, it is required to participate with a package stand made of reusable materials for participations under 16 m<sup>2</sup>.

The specified prices do not include VAT (currently 20%). Please check the Conditions for Participation Form A3, Clause 3.2.

Stand No:  Width:  Depth:  Column Difference (if there is):

EMPTY AREA  SHELL SCHEME

Stand area/sqm x Unit Price € = Price €

**Registration Fee + Growtech Connect : 750 € + VAT (Health & Safety and Electricity use included)**

Sub Total  + (VAT %20)  € Total Amount  €

Date: ...../...../20..

### Payment Plan

/ /20..

/ /20..

Note:

Stamp tax will be paid by UBM İSTANBUL FUARCILIK VE GÖSTERİ HİZMETLERİ A.Ş.

### Terms of Payments

1<sup>st</sup> payment %50;  within 15 days of the contract signing date.

2<sup>nd</sup> payment %50;  the latest until November 1<sup>st</sup>, 2024.

All the payments should be done to the following account. All the payment slips should also be faxed to +90 216 425 63 02.

Account Name : UBM İSTANBUL FUARCILIK VE GÖSTERİ HİZMETLERİ AŞ

HSBC BANK KÜRESEL BANKACILIK MERKEZİ ŞB. Branch Code: 123

IBAN EURO : TR81 0012 3001 2310 0041 4773 99

Tax Registration Office & Number: Beykoz V.D. 883 030 2169

### Invoice Address

Company Name

Address

P.O. Box - City - Country

Tax Registration Office

Tax Registration Office Number

Exhibitor Authorized Confirmation

UBM Authorized Confirmation

Name Surname

Name Surname

Signature

Signature

Stamp

Stamp

# INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

## 1. Definitions

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

- 1.1. Space Rental Agreement: the space rental agreement 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 December 31;
- 1.3. Client: the person, company, organisation, association or other entity set out in the Space Rental Agreement that is purchasing the Package;
- 1.4. Conditions: these terms and conditions;
- 1.5. Contract: together, these Conditions and the Space Rental Agreement;
- 1.6. Data Protection Law: all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Event takes place, where any element of the Package is provided and/or where Organizer or Client is established;
- 1.7. Equipment: any visitor lead capture application or barcode scanner device;
- 1.8. Online Participant System: any online product and/or services directory or other listing (whether exclusively featuring sponsors and attendees of the Event or otherwise), which may include, without limitation, matchmaking functionality;
- 1.9. Online Participant System Content: all content, materials and other information that is provided by Client and/or its Personnel (whether by uploading directly to an Online Participant System or via any other means) for inclusion in an Online Participant System;
- 1.10. Event: the fair, conference, show or other event organised by Organizer set out in the Space Rental Agreement;
- 1.11. Fees: the fees payable by Client for the Package set out in the Space Rental Agreement;
- 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, flood, drought, earthquake, natural disaster, third party contractor/supplier failure, Exposition Space damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or 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, know-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. Participant Manual: any manual, service kit or guide provided to Client in respect of the Event, as updated by Organizer;
- 1.16. Marketing Services: any marketing services element of the Sponsorship s

et out in the Space Rental Agreement (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign);

- 1.17. Client Information: 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 data);
- 1.18. Opening Date: the first date on which the Event is scheduled to be open to members of the public;
- 1.19. Organizer: the Informa Group legal entity set out in the Space Rental Agreement, including, without limitation, UBM İstanbul Fuarlık ve Gösteri Hizmetleri A.Ş., that is providing the Package;
- 1.20. Exposition Space Manager: the owners, management and/or operators of the space where the Event takes place;
- 1.21. Package: the Space and/or Sponsorship and/or Online Participant System and/or Equipment package purchased by Client in relation to the Event set out in the Space Rental Agreement, as may be updated by the parties;
- 1.22. 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;
- 1.23. 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 personal data;
- 1.24. Stand Space: any stand space allocated to Client set out in the Space Rental Agreement;
- 1.25. Sponsorship: any sponsorship and/or promotional element of the Package set out in the Space Rental Agreement (which may include, without limitation, advertisements, Marketing Services and/or opportunities to sponsor, contribute to and/or deliver content sessions);
- 1.26. Exposition Space: the space at which the Event is to take place; and
- 1.27. Regulation on Evaluation and Management of Environmental Noise: Regulation published in the Official Gazette dated 4 June 2010 and numbered 27601.

## 2. Package

- 2.1. Once submitted to Organizer, this document constitutes a Space Rental Agreement in accordance with these Conditions and is irrevocable by Client. The submission of a Space Rental Agreement does not guarantee that Client will be: (i) permitted to open a stand at or otherwise participate in the Event, (ii) assigned to a particular hall, section or location within the Exposition Space, and/or (iii) provided with the actual Package (including, without limitation, the amount of Space and/or Sponsorship) requested. Organizer reserves the right to reject any Space Rental Agreement. A binding contract shall only come into effect when written and executed confirmation (whether by e-mail or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this 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.

## 3. Fees

- 3.1. Client shall pay the Fees in cash, check or through bank transfer in accordance with the payment terms stated in the Space Rental Agreement. Organizer shall have no liability whatsoever if Client pays the Fees (in whole or any portion thereof) into any bank account other than the bank account specifically 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 third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may 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, and/or (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at

the rate applied occasionally by the Central Bank of the Turkish Republic, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment]. Where Organizer takes any such action, Client shall not 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.

- 3.2. It is the intent of the parties that Organizer shall receive the Fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, sales and/or service taxes shall be paid solely by Client (in addition to the Fees).
- 3.3. Client acknowledges and agrees that certain services may be required by the Exposition Space Manager 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 fair stands /shell scheme plans. Such services shall be provided by contractors appointed by the Exposition Space Manager 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 Participant 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 each relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance with such payment terms, Organizer may at its sole discretion: (i) pay such Contractor Fees itself and recharge Client directly for these, or (ii) deem that Client has committed an irremediable material breach of this Contract and exercise Organizer's rights pursuant to Condition 15.1.

## 4. Client's general obligations

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Exposition Space Manager 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 Participant 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 Client has the requisite authority to do so.
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Exposition Space Manager and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Exposition Space Manager and/or the Event, and/or (iii) cause or permit any damage to the Exposition Space or any part thereof or to any fixtures or fittings which are not the property of Client.
- 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 for entry into the country or territory where the Event is held. If Client and/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 products, 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 all 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.
- 4.8. All unauthorised filming, sound recording and photography of the Event, and all unauthorised transmission 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 or destroy on demand any material in whatever media recorded in violation of this Condition 4.8, and (ii) that the copyright and other Intellectual Property Rights in any such material shall vest in Organizer unconditionally and immediately on the creation of such material.
- 4.9. 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 (the 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 and exclusive 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 Participant Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third party.
- 4.11. In performance of these Conditions or the Contract, the parties expressly acknowledge and accept that the employees of the Client are neither agents nor employees of the Organizer in accordance with applicable employment laws. All employees employed by the Client shall be deemed to be under the exclusive management and employment of the Client.
- 4.12. Nothing in these Conditions or the Contract shall be construed to create an employment relationship between the Client's employees and the Organizer.

## 5. Data protection

- 5.1. 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) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the Data Protection Law). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other 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 with its obligations 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 issued to 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

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(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 its privacy policy, which can be found here: <https://www.informamarkets.com/en/privacy-policy.html>.

5.2. Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by 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 do 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.

## 6. Specific terms relating to Stand Space

6.1. Organizer reserves the right at any time to make such alterations in the layout plan of the Event or in the specification of the Stand 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 Stand Space and/or the stand therein and/or changing or closing entrances, exits and access to the Exposition Space. If the size of the Stand Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Stand Space.

6.2. Organizer permits Client to use the Stand Space for the purpose of promoting its products and/or services at the Event. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Stand Space. Client is only permitted to conduct business from the Stand 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 Exposition Space.

6.3. Client undertakes: (i) to occupy the Stand Space in time for the opening of the Event, (ii) at all times during the Event to ensure that its Stand Space is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/items 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 stand prior to the closing of the Event.

6.4. Client shall not permit the display of any products and/or services that do not exclusively relate to Client's own commercial activities. [No product will be allowed into the Exposition Space without an official delivery order or customs clearance document relating to such product. 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 at Client's risk 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, contradiction with any other standards issued by CITES or IUCN), (ii) constitutes counterfeit goods and/or infringes 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, Client is solely responsible for all aspects of the set-up of the Stand Space, including, without limitation, modular stand or similar construction and dressing. [Displayed products should not exceed the height of the stand walls unless written permission has been received from Organizer. Plans for any non-shell scheme Stand Space must be in compliance with the specifications and submitted for approval as set out in the Participant Manual. Organizer reserves the right to order the alteration or removal of any 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.]

6.6. Organizer shall be responsible for setting-up a pre-built stand for Client in the Stand Space (to include modular stand or similar constructions) only where it has expressly agreed to do so in the Space Rental Agreement. Client is solely responsible for all aspects of dressing and branding of the Stand Space.

6.7. Client may not share the Stand Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Stand 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 Stand Space, Client shall procure that any Stand Space sharer and any Stand Space sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Stand Space in its entirety and shall be liable for any act or omission of any Stand Space sharer and any Stand Space sharer's Personnel (including, 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 its stand is staffed by at least one of its own Personnel. Notwithstanding any approved Stand Space sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.

6.8. Food and/or beverages may only be supplied by Client and/or its Personnel from a competent catering company appointed by Organizer with its prior written consent.

6.9. 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 earlier termination of this Contract, all products shall be removed from the Exposition Space and the Stand Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client products remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense.

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 close Client's stand.

6.12. Except for the width, length, height limits reserved for Client in the stand, Client cannot use banners, advertisements, flags, balloons, and signalization to represent and advertise its company in the common areas and ceilings of the Exposition Space. Client cannot distribute brochures and promotional materials outside its stand. Such promotions require the prior written consent of the Organizer. On its stand, Client cannot make any kind of distribution or advertisement related to the products of another company other than its own product. In case where it is determined that Client is making an unauthorized and unpaid promotion or is promoting a product other than its own, Client irrevocably accepts, declares and undertakes that it is obliged to pay the Organizer TRY 50,000 + VAT.

If the violation continues despite a single verbal warning, a penalty fee of TRY 50,000 will be paid to the Organizer in addition to the above-mentioned amount.

6.13. The Client is liable for any damage to the Stand Space and stand materials. Damaging the

floor, columns and exhibition walls by drilling, painting, nailing and using adhesives, damaging the hangar and entrance-exit doors, walls and columns by hitting them with a transport vehicle, damaging the rental stands by nailing, drilling, cutting or using adhesives other than double-sided tape and painting is forbidden. Client shall compensate these damages and any other damages it causes in the Exposition Space in cash. Client cannot take its products exhibited at its stand out of the Exposition Space without paying the damages, and it irrevocably agrees and undertakes that the Organizer has the right to lien on these products. Until the compensation is paid by the Client, the exhibited products may be transported by the Organizer to a place under the custody of the custodian. In addition to the compensation, Client will bear the transportation, warehouse and custody expenses. If the damage is detected after the Client has left the Exposition Space, the minutes held by the Exposition Space responsible and the amount to be determined later for the repair of the damage will be final and cannot be objected.

6.14. In case the Client does not set up the stand in accordance with the scheduled time and/or does not take the excess materials out of the Exposition Space after the setup, the Client will pay a penalty of TRY 50,000 to the Organizer.

6.15. In case the Client has not completely emptied the exhibition, cleaned the floor and removed its wastes from the Exposition Space until 10:00 am on the day following the end of the Event, the Organizer has the right to carry the products and/or decoration wastes of the Client outside without any warning. All expenses due to such action and any accident, damage and loss that may arise during the evacuation shall be paid by the Client.

## 7. Specific terms relating to Sponsorship (including, without limitation, Marketing Services)

7.1. Client shall: (i) provide Organizer with all Client Information and promotion materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Client Information and promotion materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Client Information and promotion materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

7.2. Client warrants, represents and undertakes that the Client Information and promotion 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 Client has the right to make the Client Information available to Organizer in connection with the Package without restriction and that they do not breach or infringe anyone else's rights (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 do not contravene any law or incite or encourage 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 Client Information in connection with the provision of the Package, and (vi) if provided in digital 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 product 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 Client Information and promotion 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 Client Information and promotion materials and any colours used in Client Information and promotion materials are for graphic and textual guidance only. All Client Information and promotion materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Client Information and promotion materials). Organizer reserves the right to reject any promotion materials at any time after receipt. Organizer shall use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Space Rental Agreement, but shall not be liable where reasonable modifications are made.

7.4. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Client Information, promotion materials and details in connection with the creation of any materials relating to the Event. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Client Information, promotion materials and 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.

7.5. 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 Space Rental Agreement. 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 (5) days prior to 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 Client and/or any of its affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Organizer with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will 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 loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Organizer 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 Client Information and promotion materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

## 8. Specific terms relating to Online Participant System

8.1. If Client purchases an Online Participant System entry as part of the Package, the terms of this Condition 8 shall apply. The Space Rental Agreement may specify that it is mandatory for Client to purchase an Online Participant System entry in connection with the Event.

8.2. The length of time that Client is entitled to have an Online Participant System entry live for, and the extent of its coverage within and benefits related to such Online Participant System, shall be specified in the Space Rental Agreement.

8.3. Client acknowledges and agrees that all usernames and passwords used to access any Online Participant System are confidential and personal to Client and its Personnel (as applicable). Client shall 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

# INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

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 Online Participant System that comes to its attention.

8.4. All Online Participant System Content must comply with these Conditions. Organizer reserves the right to remove any Online Participant System Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Online Participant System Content shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Online Participant System Content.

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

8.6. Client warrants, represents and undertakes that the Online Participant System Content is: (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 Client has the right to make the Online Participant System Content available to Organizer in connection with the Package without restriction and that it does not breach or infringe anyone else's rights (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 it does not contravene any law or incite or encourage 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 Online Participant System Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it 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.

8.7. If and to the extent that the Online Participant System Content contains information relating to Client's products and/or services (images and details of which may be uploaded to an Online Participant System), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Online Participant System Content relates exclusively to Client's own commercial activities.

8.8. Without limitation to Condition 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 the Online Participant System Content, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of the Online Participant System Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Online Participant System Content.

8.9. Organizer cannot guarantee that an Online Participant System shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right at any time and for any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of any Online Participant System, (ii) vary the technical specification of any Online Participant System, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Online Participant System for the purposes of maintenance, upgrade or addressing any security concerns.

8.10. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Online Participant System 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 an Online Participant System shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Online Participant System 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 Online Participant System is hosted), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to any Online Participant System.

8.13. Organizer's total liability in connection with an Online Participant System, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Online Participant System only.

## 9. Specific terms relating to Equipment

9.1. If Client orders any Equipment as part of the Package, the terms of this Condition 9 shall apply. The Space Rental Agreement may specify that it is mandatory for Client to order Equipment for use at the Event.

9.2. Client acknowledges and agrees that all Equipment are provided by Organizer's appointed third party supplier (Equipment Supplier). Equipment enable Client to engage with the lead capture services provided by Equipment Supplier and activation and use of the lead capture services shall require Client to agree and adhere to Equipment Supplier's terms of use. By agreeing to Equipment Supplier's terms of use, this creates a separate contract between Client and Equipment Supplier for the activation and use of such lead capture services. In the event that Equipment Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Equipment shall be non-refundable.

9.3. Client acknowledges and agrees that it shall obtain any required consents from a visitor of the Event before using any Equipment to scan such visitor's badge.

9.4. Client acknowledges and agrees that Equipment Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Equipment Supplier's terms of use. In particular, Client acknowledges and agrees that Equipment Supplier may be disclosing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Equipment Supplier's terms of use.

9.5. 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 9, Organizer reserves the right without liability to insist that any Equipment are no longer used by Client and/or its Personnel and are immediately returned to Equipment Supplier.

9.6. Client acknowledges and agrees that all Equipment are provided to Client on Organizer's behalf by Equipment Supplier. Client shall collect and return any Equipment in accordance with Equipment Supplier's instructions. 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 any Equipment that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any equipment or any other loss or damage arising in connection with any Equipment and/or any captured data, Client should contact Equipment 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 Equipment, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Equipment only.

## 10. Visitor, delegate and Client's Personnel passes

10.1. 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 (as applicable) in force. Client shall be supplied (either by Organizer or the Exposition Space Manager) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request 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 issued.

## 11. Limitation of rights granted

11.1. 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 media the fact of its 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 promptly. 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 prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Informa Group.

## 12. Changes to the Event

12.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Exposition Space, 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).

13.2. In the event that the date(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 Client from the payment of the Fees in accordance with the payment terms stated in the Space Rental Agreement.

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 refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.

13.4. Client acknowledges and agrees that the provisions of Condition 13 set out is the most suitable remedy for Client in the event of cancellation or the changing of the date(s) of the Event and all other liabilities of Organizer is hereby expressly excluded.

## 14. Cancellation by Client

14.1. In case cancellation is requested by the Client at any date prior to the Event;

14.1.1. Client shall give immediate written notice to the Organizer ('Notice of Cancellation') and

14.1.2. Based on the date the Notice of Cancellation is received by the Organizer, Client shall promptly pay the following cancellation fees to the Organizer: (a) In case where the date the Organizer received the Notification of Cancellation falls 181 days before or on the 181st day of the commencement of the Event, 50% of the total amount of Fees paid or to be paid by the Client, including VAT; (b) In case where the date the Organizer received the Notification of Cancellation falls between 120 days and 180 days from the commencement of the Event, 75% of the total amount of Fees paid or payable by the Client, including VAT; (c) In case where the date the Organizer received the Notification of Cancellation falls 120 days prior to the commencement of the Event, 100% of the total amount of Fees paid or to be paid by the Client, including VAT ('Cancellation Fees'). The Client shall pay the Cancellation Fees within 30 days of the Client's Notice of Cancellation or within 14 days of the Organizer's invoice date for this amount, whichever is earlier. In the event the Client fails to pay the Cancellation Fees due in accordance with these Conditions in a timely manner, the Organizer shall be entitled to charge a default interest for the period starting from the last payment date specified above until the date of actual payment, accrued on a daily basis at the statutory annual rate and accumulates on a monthly basis.

## 15. Termination

15.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Informa Group and either the breach is irredeemable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date), (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 suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or 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 15.1, 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.

15.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Event and/or not in Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical 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 13.2. In the event that Organizer terminates this Contract pursuant to this

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Condition 15.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 15.2 and all other liability of Organizer is hereby expressly excluded.

15.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's stand, remove Client's Personnel from the Event, cover over any Client Information and remove and sell/otherwise dispose of any products or other property of Client (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it shall deem fit.

15.4. 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.

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

16.1. 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 attendee, sponsor or visitor 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 Exposition Space or any utilities that may be provided for use at the Exposition Space, and/or (b) any products and/or services marketed, displayed or sold by any other attendee, sponsor or visitor at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making, initiatives or other deals with such other attendees, sponsors or visitors. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, 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 and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of stand/shell scheme plans, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Exposition Space Manager. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Exposition Space Manager's and/or Organizer's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).

16.3. Subject to Condition 16.8: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, (ii) neither Organizer nor any 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 opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness 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.

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 product or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any stands (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or on any Online Participant System and/or the receipt and/or use of the Client Information and/or the Online Participant System 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 of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Stand Space with any third party pursuant to Condition 6.7, any act or omission of any such Stand Space sharer and/or such Stand Space sharer's 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 in case of a Force Majeure Event and/or in case of any delay, failure or defect on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Client Information as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contract.

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

16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

## 17. Insurance

17.1. Client is required to be insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall itself take out and maintain at all times with a recognised insurer an insurance policy to validly and adequately cover all risks, including, without limitation, public liability insurance and employee liability insurance against personal injury, death and damage to and/or loss of property. Organizer shall be entitled to inspect Client's insurance policies and receipt(s) for payment of premium on request.

17.2. Client shall ensure that any contractors engaged by Client in connection with the Event

(move-in through move-out) are insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times with a recognised insurer an insurance policy to validly and adequately cover all risks, including, without limitation, public liability insurance and employee liability insurance against personal injury, death and damage to and/or loss of property. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request.

17.3. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 – 17.2 (inclusive) shall apply to any such Space sharer(s) in the same way as they apply to Client.

## 18. Sustainability

18.1. 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 Participant Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

## 19. General

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 Exposition Space Manager and their respective Personnel may enter the Exposition Space 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 of or in connection with any matter relating to the Works.

19.3. Client acknowledges and agrees that Organizer and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) data captured at or in connection with the Event and/or any part of the Package (including, without limitation, attendee, user or online behaviours and usage data relating to any Online Participant System, Equipment and/or any customer acquiring/match-making initiatives), and/or (ii) Client Information, Online Participant System Content and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/or any member of the Informa Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Client Information, Online Participant System Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).

19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

19.5. If and to the extent that there is any conflict between these Conditions and the Space Rental Agreement, the terms of the Space Rental Agreement shall prevail.

19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.

19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Organizer with the staging of the Event and/or the facilitation of the Package.

19.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

19.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 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 parties to terminate, rescind or agree 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).

## 20. Governing law and jurisdiction

20.1. These Conditions and Contract are governed by Turkish Law and any dispute or lawsuit that may arise regarding the Conditions and/or the Contract will be resolved in Istanbul Central (Çağlayan) courts and enforcement offices.

## Exhibitor Authorized Confirmation

Name Surname

Signature

Stamp

## UBM Authorized Confirmation

Name Surname

Signature

Stamp