SCHEDULE 1: EXHIBITION TERMS AND CONDITIONS

TERMS & CONDITIONS

1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:-
"Application Form" shall mean the application form overleaf.
"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.
"Data Protection Law" shall mean all laws related to data protection and privacy that are applicable to any territory where Organisers or Exhibitor processes personal data, where the Exhibition takes place, where any element of the services are provided and/or where Organisers or Exhibitor is established.
"Exhibition" shall mean the exhibition stated on the Application Form.
"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4.
"Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.
"Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces.
"Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organisers or an associated company.
"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.
"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).
"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).
"Organisers" shall mean the person or persons named as the organiser(s) of the Exhibition on the Application Form.
"Reportable Breach" shall mean 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.
"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.
"Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.

2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.
The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organisers for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organisers reserve the right to accept or refuse any application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.
The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is prohibited to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if unauthorised booth sub-letting occurs and the Exhibitor shall not be entitled to any refund.
Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following:- (i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.
The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account of such factors as the order of applications received and the nature of the Exhibitor's business.
The Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.
In the event that the Organisers change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.
Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.
An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.
The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document.
The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.
All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any dangerous goods (within the meaning of the Dangerous Goods Ordinance and any regulations from time to time applicable thereunder) in the Exhibition Space.
Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.
The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form or any exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If any of the Organisers finds any non-compliance by the Exhibitor of any applicable law or regulation (including without limitation any customs, import and export related laws and regulations), it may report to the relevant authorities and assist the authorities with the enforcement of such laws and regulations. The Exhibitor shall fully indemnify the Organisers for any loss, cost, expense, liabilities incurred by the Organisers arising from or in connection with the Exhibitor's such non-compliance.
The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Life Flora and Fauna ("CITES") or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("ICUN") ("Unethical Goods").
The Organisers shall have the right, without recourse, to physically remove any goods which it or any Hong Kong SAR court or relevant authority deems to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.
The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods or Unethical Goods by the Exhibitor, or acts by third parties as a consequent thereof.
At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially licensed to the Exhibitor.
Any property remaining after the last day designated by the Organisers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition.
If any amounts payable under this Contract are not paid to the Organisers by their due date for payment (whether Fees or otherwise), then the Organisers shall be entitled to charge interest on such 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 is made, whether before or after judgement.

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.
Details of Exhibition hours are set out in the Exhibitor Manual or as otherwise notified in writing by the Organisers.
During these times the Exhibitor shall ensure that: (a) the stand space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibits are all operational and/or displayed (as the case may be); and (c) Exhibitor is ready and able to conduct business.
The Exhibitor shall supply to the Organisers the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure such person is available to be contacted by the Organisers at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.
The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licenses for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.
Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions or the Rules and Regulations.
The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.
The Organisers reserve the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Application Form or not) which is being displayed at the Exhibition if the Organisers reasonably believe that such Exhibit contravenes any provision of this Contract or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.
It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.
Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in its name and on its behalf and as its attorney.
The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
The Exhibitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its Representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that the Organiser is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use.
It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.
The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.
The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.
The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.
The Organisers and any other person either authorised by the Organisers or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition the Exhibitor's stand space.

8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual.
Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.
Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be used by the Organisers in accordance with its privacy policy, see https://www.informamarkets-info.com/files/privacy/hk/InformaInfo_en.html.
USE OF BRANDING:
Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Manual or otherwise provided in writing to the Exhibitor, the Organisers hereby grant the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide license for the period of time between the date of the Contract and the end of the Exhibition, to use such branding as may be provided by the Organisers to the Exhibitor (the "Organisers Branding") for use by the Exhibitor solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.
Subject to the Organisers complying with the provisions of this Agreement, the Exhibitor hereby grants the Organisers a non-exclusive, non-transferable, royalty-free, revocable, worldwide license, to use such branding as may be provided by the Exhibitor to the Organisers (the "Exhibitor Branding") for use by the Organisers solely and strictly for the purpose of promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

IDENTITY OF EXHIBITORS
Exhibitor warrants that it and/or its Representatives (including, for the avoidance of doubt, any stand sharers approved in writing by the Organisers and their Representatives) are (i) not incorporated in, owned or controlled (whether directly or indirectly) by a party incorporated in, or otherwise ordinarily a resident of one of the following embargoed territories: Cuba, Iran, North Korea, Sudan and Syria, and (ii) not designated on, or otherwise owned or controlled by a party designated on, any of the lists of sanctioned parties administered by the United States, European Union, United Kingdom and/or the United Nations.

9. INSURANCE

The Exhibitor is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Exhibitor's participation in the Exhibition and any changes to the Exhibition which may be made in accordance with these terms and conditions. Without limitation to the foregoing, Exhibitor shall take out and maintain at all times a General Liability insurance with a recognised insurer against personal injury, death and damage to or loss of property for not less than HK$25,000,000 per occurrence or claim. If Exhibitor cannot provide satisfactory evidence of such insurance cover, the Organisers shall be entitled to cancel the Exhibitors right of participation immediately and Exhibitor shall not be entitled to any refund. The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 10.

To provide the Exhibitor with this level of cover and further additional covers, the Organiser has arranged for the Exhibitor to be covered under its insurance policy for a participation 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 made with the Exhibitor's invoice. Please note payment of the Insurance Participation Fee must be made before the Exhibition commences. The standard limits under this insurance policy are:

Cover Headings	Standard Limits		Brief Summary of the Cover
Exhibitor Expenses	**HKD**	**200,000**	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises;.
Exhibitor Property	**HKD**	**200,000**	Physical loss of or damage to property for which you are responsible,
General Liability	**HKD**	**25,000,000 each occurrence**	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue.

If the Exhibitor believes it already has adequate General Liability cover in place, the Exhibitor will receive email instructions as to how this can be uploaded onto InExevco Ltd's portal. This will then be reviewed by InExevco Ltd, who are a specialist insurance broker and who administer the Organiser's insurance.
Please do not send any insurance documentation to the Organiser. A full specimen policy wording, showing the terms, conditions and exceptions of the cover is available from InExevco Ltd via their website www.inexevco.co.uk/event-exhibition-organisers. We strongly recommend the Exhibitor read the policy wording as some exclusions apply. This service is provided on a non-advised basis and the Exhibitor should make sure that the minimum limits are sufficient for its needs. If you have any questions about the policy, you can speak with our Hong Kong insurance broker, M G Geraghty, on +852 2877 8006.

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

10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in clause 12, cancel the Exhibition, or at their election, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organisers:
(a) the holding of the Exhibition by the Organisers, the performance by the Organisers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following:
act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;
(b) any other circumstance, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.

11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-
(1) the Exhibition is cancelled under clause 10;
(2) the Organisers are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
(3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
(4) the Exhibitor fails to arrange insurance cover in accordance with Clause 9;
(5) the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
(6) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
(7) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute;
(8) the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations in clauses 5 and 7 in relation to Infringing Goods, Prohibited Goods and recording of Images, or of the Exhibitor's Manual; or
(9) the Exhibitor is in breach of any applicable local legislation, rules or regulations, or any export and/or financial control and/or sanction under any applicable legislation, rules or regulation affects the Exhibitor or any Representatives (including, for the avoidance of doubt, any stand sharers approved in writing by the Organisers and their Representatives).
Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith.
If this Contract is terminated under any of subclauses 11(2) to 11(9) above the Organisers shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organisers as a consequence thereof.
Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.
Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

12. LIABILITY, INDEMNITY AND REFUNDS

(PLEASE REVIEW THIS CLAUSE 12 CAREFULLY)
Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.
The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers, its employees, agents or contractors arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives.
All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
The Organisers shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor, their Representatives or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Service, (c) defect in the Exhibition Centre howsoever caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any types of taxes accrued or imposed by government (including any government agency or department) or regulatory authority to the Exhibitors or their Representatives, (g) any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from any such event and/or from its booths and its portion of the shell scheme. The Exhibitor and/or their Representatives shall have no financial or other claim against the Organisers.
Subject as below, the Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective.
In the event that the Organisers postpone, change the venue of, or otherwise make changes to the Exhibition under clause 4:
(a) the Contract shall continue to bind the parties;
(b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
(c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.
In the event that the Organisers cancel or permanently postpone the Exhibition under clause 10, the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.
The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as organisers of the Exhibition.
Neither the Organisers nor any of its respective agents shall be liable to the Exhibitor under this Contract in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental, special or consequential loss arising under this Contract (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
The Organisers total liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising in connection with this Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.
All warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contract.
Nothing in this Contract shall have the effect of limiting or excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers, fraud or fraudulent misrepresentation or any liability to the extent it cannot be excluded or restricted by law.

13. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences and the like as may be requisite to its participation in the Exhibition.
If relevant, the Exhibitor must also observe and comply with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and any other international standards, regulations and legislations in respect of ethical slaughtering and conservation of endangered species, including but without limitation the standards issued by International Union for Conservation of Natures (ICUN).

14. DATA PROTECTION

Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract (and, 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 itself 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 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 (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organiser collects, uses and protects personal data in accordance with its privacy policy, which can be found here: https://www.informamarkets-info.com/files/privacy/hk/InformaInfo_en.html.
Without prejudice to the generality of the above paragraph, Exhibitor acknowledges and agrees that if it receives any list containing personal data from Organiser as part of the services provided under this Contract (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 such purpose(s) as has been agreed with Organiser in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Organiser in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organiser with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Exhibitor's use of the Data List, and act reasonably in co-operating with Organiser in respect of Exhibitor's response to the same. Exhibitor acknowledges and agrees that Organiser shall only be obliged to provide Exhibitor with all or part of any Data List to the extent that it is legally permitted to do so and Organiser shall not be liable to Exhibitor if the volume of personal data provided to Exhibitor is less than anticipated as a result of Organiser's compliance with Data Protection Law.

15. GENERAL

The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Contract (save for the use of official contractors engaged as per the Exhibitor Manual).
The Organisers shall be entitled to assign the benefit (subject to the burden) of this Contract without notice to or consent from the Exhibitor.
Any notice required or permitted to be given by either party to the other under this Contract shall be in writing and may be given either personally or by courier or email transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by courier such notice will be deemed to have been served three business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by email transmission shall be deemed to be served immediately provided that in the case of email transmission no automated delivery failure response shall have been received by the sender.
The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.
No waiver by the Organisers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.
No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.
No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.
These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organisers in breach of, other documents) together with the Exhibitor's Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organisers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.
Time is of the essence in relation to these Terms and Conditions.
The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation.
Nothing in this Contract shall create a relationship of landlord and tenant as between the Organisers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence.
The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR and the Exhibitor submits to the non-exclusive jurisdiction of the Hong Kong SAR courts for all purposes relating to this Contract or the Exhibition.

17. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organisers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.

SCHEDULE 2 – STANDARD DIGITAL RULES & REGULATIONS

1. Definitions

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

1.1. **Advertising**: any promotional and/or advertising element of the Package set out in the Booking Form (which may include, without limitation, both online/digital and offline/printed advertising and/or Client's sponsorship of, provision of content for and/or delivery of viewable and/or downloadable digital content such as whitepapers and digital events (for example, webinars and/or other content sessions));

1.2. **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 Informa may choose in its sole discretion to accept;

1.3. **Client**: the person, company, organisation, association or other entity set out in the Booking Form that is purchasing the Package;

1.4. **Conditions**: these terms and conditions;

1.5. **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 territory where Informa or Client processes personal data, where any element of the Package is provided and/or where Informa or Client is established;

1.7. **Deliverables**: any item, feature and/or output in the supply of the Package being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);

1.8. **Directory**: any online product and/or services directory;

1.9. **Directory Content**: all content, materials and other information that is provided by Client and/or its Personnel (whether by uploading directly to a Directory or via any other means) for inclusion in a Directory;

1.10. **Fees**: the fees payable by Client for the Package set out in the Booking Form;

1.11. **Force Majeure Event**: any event or circumstance arising that is not within Informa'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, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);

1.12. **Informa**: the Informa Group legal entity set out in the Booking Form that is providing the Package;

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. **Marketing Services**: any marketing services element of the Package 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);

1.16. **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 data);

1.17. **Package**: the package of products and/or services purchased by Client set out in the Booking Form (which may include, without limitation, Advertising and/or Directories and/or Marketing Services), as may be updated by the parties from time to time;

1.18. **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 Package;

1.19. **Publication**: the publication, website, platform, media and/or other property (in digital and/or printed format) set out in the Booking Form on and/or in which the Advertising shall be placed; and

1.20. **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.

2. Package

2.1. Once submitted to Informa, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. Informa 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 Informa 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 cleared funds in accordance with the payment terms stated in the Booking Form (or, if no such payment terms are stated, all invoices are payable within thirty (30) days of Client's receipt of the same). Informa shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa 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 Informa'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 Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse and/or withdraw the provision of any element of the Package, and/or (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 Informa 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 Informa shall receive the Fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes shall be paid solely by Client (in addition to the Fees). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Informa with a valid certificate evidencing payment. To the extent that a valid certificate is not provided, or to the extent that Informa is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).

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, modern slavery and export controls), and (ii) all rules, regulations and instructions issued by Informa from time to time in connection with any element of the Package.

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 shall cooperate, in good faith, with Informa in all matters relating to the Package. Without limitation, Client shall provide Informa with all information as Informa may reasonably request in respect of the Package and shall ensure that such information is accurate.

4.4. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) shall constitute confidential information of Informa and Client undertakes that it shall not at any time disclose the same to any third party.

4.5. Informa recommends that Client be adequately insured in relation to its activities under this Contract.

4.6. Client acknowledges and agrees that use of any element of the Package that is hosted on a website shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on such website. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of any website terms of use and/or fair or acceptable use policies indicated on such website, Informa 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 such website.

5. Client's commitments in respect of Materials

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

5.2. 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 Client has the right to make the Materials available to Informa 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 Informa's use of the Materials 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 Informa system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

5.3. Without limitation to Condition 14.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with the Materials, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of Materials, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials.

5.4. In relation to the Materials, Client: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Materials, and (ii) hereby grants to Informa a royalty-free, non-exclusive, worldwide licence to use the Materials in connection with the provision of the Package. In relation to the Deliverables, unless otherwise set out in the Booking Form, Informa: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables (excluding the Materials), and (ii) hereby grants to Client a royalty-free, non-exclusive, worldwide licence to use the Deliverables (excluding the Materials) for the purpose of receiving the Package.

5.5. Although Informa 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, Informa 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 Informa (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Informa reserves the right to reject any Materials at any time after receipt (regardless of whether or not similar Materials have previously been accepted and any such rejection shall not negate any payments due in connection with products/services previously supplied). Informa shall use its reasonable endeavours to provide the Package in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.

5.6. 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 5, Informa 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 Package.

6. Data protection

6.1. 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 6.2) (and, 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 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 (ii) act reasonably in co-operating with the other party in respect of any response to the same. Informa collects, uses and protects personal data in accordance with its privacy policy, which can be found here: https://www.informa.com/privacy-policy/

6.2. Without prejudice to the generality of Condition 6.1, Client acknowledges and agrees that if it receives any list containing personal data from Informa 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 Informa's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Informa 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 Informa in respect of Client's response to the same. Client acknowledges and agrees that Informa 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 Informa shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Informa's compliance with Data Protection Law.

7. Specific terms relating to Advertising

7.1. If Client purchases any Advertising as part of the Package, the terms of this Condition 7 shall apply.

7.2. Informa shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.

7.3. Unless otherwise set out in the Booking Form, proofs of Advertising shall not be provided to Client. Where proofs are provided to Client, Client shall provide any amendments as soon as reasonably practicable (and, in any event, within any deadlines specified by Informa).

7.4. Informa reserves the right, at its sole discretion, to place the word "advertisement" and/or a similar word or phrase alongside the Advertising to distinguish it from any editorial product.

7.5. Unless Client has paid a placement premium, the positioning of any Advertising is at Informa's sole discretion.

7.6. Client warrants, represents and undertakes that any Materials provided in connection with the Advertising: (i) shall comply with any and all codes of practice related to advertising, (ii) to the extent that they contain any investment or financial promotion, are duly approved/authorised as required under relevant legislation, (iii) to the extent that they contain information relating to Client's products and/or services, such information is limited to generic information only and is not advisory, and (iv) unless otherwise agreed with Informa in writing, shall not promote the products and/or services of any of Client's affiliates and/or any third party.

7.7. If the Booking Form refers to any requirements concerning separation or adjacency of any Advertising from or to any information and/or materials relating to Client's competitors (**Adjacency Requirements**), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable Adjacency Requirements. Notwithstanding the foregoing, Informa shall not be liable for any failure to comply with any Adjacency Requirement with respect to: (i) any Advertising placed on and/or in any publication, website, platform, media and/or other property other than a Publication that is under Informa's sole control, (ii) any Advertising placed on and/or in any Publication that Client and/or any of its Personnel is aware, or should reasonably be aware, may contain content in potential violation of such Adjacency Requirement, and/or (iii) any user-generated content. For the avoidance of doubt, nothing in this Contract shall generally prevent Informa from providing Advertising and/or similar products and/or services to any other person at any time (including, without limitation, Client's competitors).

7.8. Where all or any part of the Advertising comprises online/digital Advertising: (i) Informa offers no guarantee against any Publication on the internet being interrupted and/or temporarily unavailable, (ii) Informa cannot control the generation of clicks on any Advertising and, although Informa uses certain methods to reasonably detect and filter certain click activity, it shall not be liable for click fraud, technological issues and/or other potentially invalid and/or non-human click activity that may affect click-based deliverables, and (iii) for impression-based deliverables (a) any timeframes set out in the Booking Form are estimated timeframes, dependent on the level of traffic to any relevant Publication, and (b) any determination and/or calculation of impressions shall be based on Informa ad server reports, regardless of whether or not Client also utilises an alternative third-party ad server. Client may not use any third-party ad server on any Informa websites, platforms, media or other property.

7.9. Where all or any part of the Advertising comprises Client's sponsorship of, provision of content for and/or delivery of a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Booking Form: (i) Informa shall have sole discretion over all aspects of the format of the digital event and what the final content of the digital event shall be (including, without limitation, the inclusion or otherwise of any speakers and/or additional sponsors and/or additional content providers), and (ii) without limitation to Client's underlying rights in the Materials, all rights, title and interests in and to the digital event shall belong to Informa.

7.10. 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, Informa reserves the right without liability to refuse and/or withdraw the provision of any element of the Advertising.

7.11. Informa's total liability in connection with the Advertising, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Advertising only.

8. 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.

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 be specified in the Booking Form.

8.3. Client acknowledges and agrees that all usernames and passwords used to access any Directory are confidential and proprietary to Informa and its Personnel (including, 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 Client and/or its Personnel). Client shall notify Informa 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. Informa reserves the right to remove any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Directory 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 Directory Content.

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

8.6. Client warrants, represents and undertakes that the Directory 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 Directory Content available to Informa 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 Informa's use of the Directory 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 Informa 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 Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to a Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Directory Content relates exclusively to Client's own commercial activities.

8.8. Without limitation to Condition 14.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa or any member of the Informa Group arising out of or in connection with the Directory Content, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of the Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.

8.9. Informa cannot guarantee that any Directory shall operate continuously, securely or without interruption and Informa does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Informa 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 Directory, (ii) vary the technical specification of any Directory, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

8.10. Informa does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Informa 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. 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, Informa 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 Directory.

8.12. Informa's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only.

9. Specific terms relating to Marketing Services

9.1. If Client purchases Marketing Services as part of the Package, the terms of this Condition 9 shall apply.

9.2. Informa shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.

9.3. Where the Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Informa's request Client shall: (i) maintain and deliver to Informa, 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 Informa with an updated Suppression List, in a format specified by Informa, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to the 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 Informa against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Informa 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 9.3.

9.4. 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, Informa reserves the right without liability to refuse and/or withdraw the provision of any element of the Marketing Services.

9.5 Informa's total liability in connection with the Marketing Services, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Marketing Services only.

10. Limitation of rights granted

10.1. Client's rights in relation to the Package are strictly limited to those set out in this Contract. Client is not permitted to promote or advertise its association with Informa, except as expressly stated herein or with the prior written consent of Informa. 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 Informa and/or any member of the Informa Group.

11. Changes to the Package

11.1. Notwithstanding any other provision of this Contract, Informa reserves the right without liability at any time and for any reason to: (i) make reasonable changes to the format, content, position, rotation, size, style and/or timings (including, without limitation, the delivery schedule) of any element of the Package (which may include, without limitation, cancelling any element of the Package), and/or (ii) vary the content, layout and/or format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of any of its websites). If any such changes and/or variations are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Informa considers necessary to take account of such changes.

12. **Cancellation by Client**

12.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has 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.

12.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Informa, except where Informa has the right to terminate this Contract under Condition 13.1. Upon any such cancellation by Client, Client shall pay Informa such cancellation fees as are stated in the Booking Form.

13. Termination

13.1. Informa 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 irremediable 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 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 and/or Informa into disrepute. Without prejudice to any other right or remedy it may have, in the event that Informa terminates this Contract pursuant to this Condition 13.1, Informa shall not be required to refund any Fees received from Client and Informa 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.

13.2. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Informa: (i) determines in its absolute discretion that the provision of the Package to Client is not in Informa's legitimate commercial interests, and/or (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. In the event that Informa terminates this Contract pursuant to this Condition 13.2, 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 Informa under this Condition 13.2 and all other liability of Informa is hereby expressly excluded.

13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa shall be free to re-sell any aspects of the Package as it shall deem fit.

13.4. 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.

13.5. Conditions 1, 3, 5.3, 6.2, 7.11, 8.8, 8.12, 9.3, 9.5, 10, 12, 13, 14, 15 and 16 shall survive termination of this Contract.

14. Liability and indemnity

14.1. Informa does not make any warranty as to the Package in general, including, without limitation, in relation to the benefit and/or outcome (commercial or otherwise) that Client may achieve, and/or the typefaced of audience that Client may reach, as a result of purchasing any element of the Package and/or participating in any match-making initiatives, transactions or other deals/arrangements with third parties. Without limitation to the foregoing: (i) if the Booking Form refers to a "guarantee" (or similar promise) as to number of leads, number of attendees, number of participants, number of clicks, number of impressions, viewability and/or any other matter (any of the foregoing, a **Guarantee**), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable threshold for such metric, and (ii) where applicable, Informa shall not be liable to the extent that the volume of end contacts reached, contacted and/or provided to Client pursuant to the Package is less than anticipated as a result of Informa's compliance with Data Protection Law. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all terms, conditions, warranties, representations and undertakings relating to the Package that are not expressly stated herein.

14.2. Subject to Condition 14.5: (i) neither Informa 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 (ii) Informa'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 Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.

14.3. Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa 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, 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 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 of any law and/or code of practice related to advertising, and (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 6.2.

14.4. Informa 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 or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 14.4 shall excuse Client from the payment of the Fees under this Contract.

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

14.6. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 14 are no more than is reasonable to protect Informa as the provider of the Package.

15. General

15.1. Client acknowledges and agrees that Informa 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) analytics data captured in connection with any part of the Package (including, without limitation, user or online behaviours and usage data relating to any Directory, any Publication and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel in connection with the Package (together, both (i) and (ii) being the **Data**). The foregoing shall include, without limitation, Informa 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 Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).

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

15.3. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

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

15.5. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa. Informa 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. Informa 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 Informa with the facilitation of the Package.

15.6. 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.

15.7. 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 15.7 shall not affect the validity and enforceability of the rest of this Contract.

15.8. 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 rescind or terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

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

15.10. 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).

16. Governing law and jurisdiction

16.1. 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 courts for all purposes relating to this Contract.