

Terms & Conditions

1. Definitions

The following capitalized terms have the meanings set forth below:

"Contract" means this Sponsorship Application and Agreement between Sponsor and Questex effected by Sponsor signing this Sponsorship Application and Agreement and upon acceptance by Questex;

"Event" means the event stated in this Contract;

"Exhibition Center" means the event center or venue where the exhibition portion of the Event is to be held;

"Exhibition Center Operator" means the proprietor and/or manager of the Exhibition Centre;

"Exhibition Space" means space, table top or otherwise, if any, in the Exhibition Centre licensed to Sponsor by Questex as a part of Sponsorship;

"Sponsor Information Pack." Means the handbook dealing with the administration of all matters relating to the exhibition portion of the Event and the Exhibition Space, a copy of which will be supplied to Sponsor prior to the exhibition portion of the Event, upon Sponsor's request and is hereby incorporated by reference.

"Questex" means Questex, LLC. and its subsidiaries

"Sponsor" means the company, firm or person described in this Contract applying for a sponsorship for the Event;

"Sponsorship" means Sponsorship opportunities granted by Questex to Sponsor hereunder for the Event.

"Sponsorship Opportunities" means the elements of Sponsor's sponsorship for the exhibition portion of the Event as described herein.

2. Application for Sponsorship

- 2.1 All applications for a sponsorship at the Event must be made on this Contract. Questex reserves the right to accept or refuse any application for any reason.
- 2.2 The terms and conditions set out herein, together with the sponsor information pack, if applicable, for the exhibition portion of the Event represent the entire understanding and agreement between the parties relating to the Event, to the exclusion of all other terms, conditions, warranties and representations, expressed or implied, statutory or otherwise subject to any amendments which may be agreed by the parties to this Contract in writing.

3. No Assignment

Sponsor shall not sell, assign, rent, transfer, trade or share any part of its Sponsorship either wholly or in part, without the prior written consent of Questex which may be withheld at Questex's discretion. Sponsor is not entitled to exclusivity in regards to its Sponsorship.

4. Sponsorship Items/Sponsorship Opportunity

- 4.1 In the event Sponsor provides articles, products and materials, including any prizes, ("Sponsorship Items"), unless otherwise approved by Questex, the movement of such Sponsorship Items in and out of the Exhibition Centre must be handled by official contractors nominated by the Event and Sponsorship Items will not be allowed into or out of the Exhibition Centre without official clearance. All Sponsorship Items must at all times abide by the health and safety standards set and monitored by the Exhibition Centre. Sponsor shall make its own arrangements for transportation of Sponsorship Items including packaging material. Questex cannot accept or sign for Sponsorship Items on behalf of Sponsor.
- 4.2 All Sponsorship Items and all activities or elements including adverts and prizes of Sponsorship are subject to the prior approval of Questex. Questex reserves the right to reject any Sponsorship Item or any element or elements of Sponsorship Opportunity for any reason including non-conformance with Questex's or the Event's standards.
- 4.3 All Sponsorship Items shall be removed and cleared from the Exhibition Space and Sponsor shall ensure that vacant possession of the Exhibition Space is delivered to Questex in good order and clean condition. Sponsor will pay the cost of making good any damage caused to the Exhibition Centre whether by themselves and/or their contractors. Any property remaining at the Exhibition Centre after the last day notified by Questex to Sponsor, may be held or otherwise disposed of by Questex or Exhibition Centre Operator at Sponsor's expense unless otherwise agreed. Sponsorship Items may not be removed by Sponsor from the Exhibition Centre before the exhibition portion of the Event ends unless otherwise agreed.
- 4.4 In the event Questex provides attendee lists to Sponsor hereunder, use of any such attendee lists will be at Sponsor's sole risk and Sponsor must comply with all applicable laws, rules and regulations including GDPR. Use of the attendee list is for the sole purpose as contemplated hereunder and Sponsor may not provide the attendee list to any third party or use the attendee list for any other purpose. Sponsor acknowledges and agrees such attendee lists are the proprietary and confidential information of Questex.
- 4.5 Sponsor is solely liable and responsible to obtain and present, at Sponsor's cost and expense, any prize it donates hereunder. Sponsor hereby indemnifies and holds Questex, its partners and their affiliates harmless from any claim or cost in any way connected with the prize, or its use.

5. Rules & Regulations

Sponsor shall observe and comply with the rules and regulations of the Exhibition Centre (including Health & Safety legislation in force at the time) copies of which can be obtained from Questex on request, as well as any reasonable written instructions as provided by Questex from time to time and any reasonable oral instructions provided by Questex and/or the Exhibition Centre Operator.

6. Intellectual Property

Sponsor hereby consents to the use of Sponsor's logo by Questex solely for the purposes of Questex's marketing materials for the Event and not for any other purpose.

- 6.2 If the Sponsorship is terminated for any reason, Questex shall no longer be entitled to use Sponsor's logo in Questex's marketing materials for the Event (unless such materials are already printed) or for any other purpose.

7. Conduct

- 7.1 During the Event Sponsor shall be responsible for the conduct of its employees, agents, contractors and subcontractors and shall ensure that they observe these terms and conditions at all times and ensure that they do not damage the Exhibition Centre or any of the venues for related luncheons and/or dinners. Sponsor must not permit anything which causes or may cause a nuisance or, in the opinion of Questex, does not conform with the general standards of the Event. Moving or working exhibits shall only be demonstrated or operated by persons authorized by Sponsor and shall not be left unattended by such authorized persons.
- 7.2 All items must be confined to the area of the Exhibition Space and may not extend beyond such area. Sponsor's advertising literature shall be distributed from the Exhibition Space only. Sponsor may not alter in any way the structure or fixtures of the Exhibition Centre.
- 7.3 Sponsor will ensure that all articles, goods, advertisements, signs and any other materials exhibited comply with the law, are free from any offensive or defamatory matters, do not infringe any copyright, trademark, design, patent or other intellectual property right and conform with any statutory provisions or regulations relating thereto.
- 7.4 Questex will at all times have complete control over admission and admission policies relating to the Event.
- 7.5 Sponsor shall not do or allow anything to be done which may denigrate or prejudice the Event or Questex's trademarks, names or logos.
- 7.6 If Sponsor commits any material breach of its obligations under this Contract, under the sponsor information pack or under any other written or oral instructions, given in accordance with clause 5, Questex may, without prejudice to the other rights of Questex, require Sponsor to vacate the Exhibition Space or any other related activity of the Event immediately, without any right of refund, and shall thereupon be entitled, at Sponsor's expense, to remove Sponsor's property and personnel.

8. Insurance

Sponsor shall take out and maintain at all times adequate insurance to fully protect Questex and its affiliates, service contractors, and the Exhibition Centre and the Exhibition Centre Operator from any and all claims arising from Sponsor's activities, which includes, but is not limited to (i) Statutory limits for workers' compensation coverage; (ii) Commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Sponsor under this Contract. Sponsor understands that none of Questex, the Exhibition Centre, nor the Exhibition Centre Operator maintains insurance covering Sponsor's property and it is the sole responsibility of Sponsor to obtain such insurance. Sponsor is responsible for any and all damages caused by Sponsor or Sponsor's agents, employees, or guests.

9. Liability Indemnification

- 9.1 In no event shall Sponsor, Questex or the Exhibition Centre, or any of their affiliates, representatives, employees and agents, be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with the Contract. Except for indemnification obligations below, the liability of Questex and its affiliates, representatives, employees, and agents and Sponsor's remedy for any claim of loss or damage arising from or related to the Contract, regardless of the form of action, shall be limited to the fees paid to Questex hereunder. Each party agrees that the other party will not be liable in the event of any errors or omissions in any materials provided by the other party. Each party acknowledges and agrees that the other party makes no representation or warranties with respect to either the number of Event attendees or delegates, or the demographic nature of such attendance.
- 9.2 Each party shall indemnify, defend and hold harmless the other, its affiliates and their respective partners, members, employees and agents, from and against any and all claims, causes of action, liabilities, losses, damages and expenses, including reasonable attorneys' fees and the allocable costs of in-house counsel, suffered or incurred in connection with a third party claim as a result of or in connection with: (a) any breach by a party, its agents or representatives of any of such party's representations, warranties, agreements or covenants under the Contract; (b) bodily injury, death, or damage to tangible personal property, to the extent caused by the negligence or willful misconduct of a party or any of its agents or representatives, including contractors and suppliers engaged by it, in connection with the Event or otherwise; or (c) any violation of applicable law, rule or regulation by a party or any of its agents or representatives, including contractors and suppliers engaged by it. Each indemnitee shall give prompt notice of its receipt of any threat, indication or other notice of any claim, investigation or demand that might give rise to any losses required to be indemnified hereunder. The indemnifying party shall have the right to conduct defense of such action at its sole expense.

10. Termination

- 10.1 This Contract may be terminated by Questex by written notice to Sponsor upon the occurrence of any of the following events:
 - (i) the Exhibition Centre becomes unfit for occupancy and use;
 - (ii) the Event is cancelled for any reason, including by Questex in its sole discretion; or
 - (iii) payment of fees is not made by Sponsor in accordance with the terms of this Contract.
- 10.2 This Contract may be terminated forthwith by either party by written notice to the other if: (i) the other party is in material breach of any of the terms and conditions of this Contract or in breach of any applicable legislation, rule or regulation; or (ii) the other party becomes bankrupt or goes into liquidation, receivership or administration or if in the reasonable opinion of the solvent party becomes otherwise insolvent.
- 10.3 In addition to the termination rights set forth above, Questex reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If Questex changes the name of the Event, relocates the Event to another facility and/or city, or changes the dates for the Event to dates that are not more than 90 days prior or 180 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Sponsor, but instead this Contract shall be automatically assigned to such rescheduled Event and Sponsor shall receive the same or comparable benefits as determined by Questex in its sole discretion for the rescheduled Event, and Sponsor expressly agrees to accept such benefits.
- 10.4 If the Event is cancelled due to circumstances beyond the reasonable control of Questex (such as riot, strike, civil disorder, act of war, act of God, terrorism, government mandated restrictions, disease or epidemic, or any cause whatsoever that is not within Questex's reasonable control), then Sponsor shall not owe any outstanding balance to Questex and Questex shall refund to Sponsor the total amount of the fee

that Sponsor paid previously. Upon refund of the fee, Sponsor waives any claim against Questex for damages by reason of termination caused by such force majeure event. If Questex elects to cancel the Event other than for a reason previously described in this paragraph, Questex shall also refund to Sponsor its total fee, in full satisfaction of all liabilities of Questex to Sponsor.

11. Cancellation, Reduction or Withdrawal

Sponsor, by giving notice of intention in writing, may cancel or withdraw from Sponsorship, provided that the Sponsor shall be liable for and Questex shall be entitled to retain the Sponsorship Fee.

12. Compliance with Local Legislation

Sponsor must comply at all times with all relevant legislation and regulations of the country where the exhibition portion of the Event is held and shall be responsible for ensuring that its employees, agents and servants observe and comply with the same and for obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the exhibition portion of the Event.

13. Governing Law and Venue

This Contract shall be governed by the laws of New York, USA, without application of its conflict of laws principles. Any suit relating to this Contract shall be instituted in any state or federal court sitting in the Southern District of New York, and the parties submit to the exclusive jurisdiction of any such court.

14. Data; Filming and Video Recording Rights

From time to time, photographs, motion pictures and/or video recordings may be made at the Event or in the Exhibition Centre, which recordings may include images of Sponsor, its employees, agents and related merchandise and displays. Sponsor may not hinder, obstruct or interfere in any way with such photography or recordings whether by Questex, its agents, attendees or other exhibitors, and hereby consent to Questex's use of such recordings for commercial purposes.

15. Materials Due

Please refer to our Marketing Programs contact for Material due Dates. Any Delays in sending material or date change to the booked campaign due to late materials will be subject to the Cancellation or Campaign Change Policy noted below in the Contract Provisions.

16. Contract Provisions

Cancellation Policy: Cancellations made 90 days or more from the originally scheduled run date are subject to a fee of 15% of the price. Cancellations less than 90 days from the originally scheduled run date are subject to a fee of 50% of the price. Cancellations within 30 days of the originally scheduled run date are subject to a fee of 100% of the price. All cancellation fees are calculated on price before discount.

17. Campaign Change Policy

Any changes to campaigns could be subject to change fees at the discretion of Questex. Any changes between 30 days and 90 days of the originally contracted run date will be subject to a 15% rescheduling fee and rescheduled pending inventory availability. Any changes made less than 30 days before the originally scheduled run date will be subject to a 50% rescheduling fee and rescheduled pending inventory availability.

Unscheduled Campaign Policy: Any campaigns not scheduled and fulfilled within 12 months of the Contract/Insertion Order date, will be billed in full. After such time, Questex will make efforts at their discretion to fulfill campaigns as inventory and resources permit. Any campaigns without scheduled dates will be invoiced immediately at 25% of the contracted amounts of all unscheduled elements.