

## **1 Process for entering into Contracts**

1.1 When the parties agree terms for us to provide Services and/or Deliverables to you, we will capture those terms in writing (the Order Form).

1.2 Whichever is earlier of you signing the Order Form, completing an online registration form and clicking “accept” or similar assent where applicable, is your offer to purchase the Services and/or Deliverables from us on these Terms (an “Offer”). Our signing of the Order Form, sending of a confirmation email or supplying Services and/or Deliverables, (which includes any necessary preparatory work), to you in accordance with the Order Form is acceptance of your Offer (“Acceptance”) and creates a binding contract consisting of the Order Form, these Terms and any relevant Module Terms (a “Contract”).

1.3 No other terms and conditions, (including, without limitation, your own terms, the pre-printed terms on the back of any PO, or those implied), will apply to the Contract unless we have agreed in writing.

1.4 You and we may in future agree terms on which we will provide additional Services and/or Deliverables to you. We will capture any such terms in an additional order form. We may agree that the General Provisions of these Terms will apply to the contract created pursuant to such additional order form.

## **2 Term and Termination**

2.1 The Contract starts on the Start Date specified in the Order Form (the “Start Date”) and will continue until the earlier of:

2.1.1 the specific end date included in the Order Form (if any); 2.1.2 termination by notice in accordance with any specific provisions of the Order Form (if any); or 2.1.3 termination in accordance with these Terms.

2.2 Neither party is entitled to terminate, delay, suspend or vary the Contract other than in accordance with these Terms.

2.3 A party may immediately terminate the Contract by giving the other party written notice if the other party materially or repeatedly breaches the terms of that Contract, and, (where the breach(es) are capable of remedy), fails to remedy such breach(es) within 30 days of receiving written notice requesting remedy of the breach(es).

2.4 A party may immediately terminate the Contract if the other party is subject to an Insolvency Event.

### **3 Our warranties**

3.1 We warrant that: 3.1.1 we will use reasonable skill and care in providing the Services and Deliverables; 3.1.2 the Services and Deliverables will conform to any applicable industry standard; 3.1.3 the Services and Deliverables will comply with any applicable law; 3.1.4 we will meet or exceed any service levels in the Order Form; and 3.1.5 the Services and Deliverables will conform with any specification in the Order Form (a "Specification").

### **4 Fees and Payment**

4.1 Unless otherwise agreed in writing as part of the Contract, we may invoice you for Services and Deliverables in full and in advance.

4.2 You must pay each undisputed invoice:

4.2.1 by the date agreed in the Contract; or 4.2.2 if no such date has been agreed, within 30 days of the date of the invoice. 4.3 You are not entitled to set-off any amount we owe you against any amount you owe us.

4.4 A party may charge the other interest on any late payments. Interest accrues each day from the original due date for payment until the actual date the overdue amount is paid at a rate equal to the lesser of 1.0% per month and maximum rate permitted by applicable law.

4.5 You must reimburse us for any reasonable costs and expenses we incur in i) recovering any late payments from you. On your written request we will provide evidence of such costs and/or expenses.

4.6 We may suspend the provision of any Services or access to any Deliverables if you owe us anything, from 14 days of the date the debt became overdue.

4.7 On termination of the Contract anything you owe us in relation to the Contract will become due immediately. We may recover from you any costs we incur in collecting overdue monies from you.

4.8 Amounts payable by you in relation to the Contract are exclusive of VAT, sales, use and any similar taxes unless expressly agreed in writing as part of the Contract. If you do not pay such taxes you will be responsible for their payment to relevant authorities. We reserve the right to collect taxes and our reasonable costs of collection from you at any time, except with respect to any taxes based on our net income. In certain jurisdictions, we may be required to collect and remit sales tax in connection with your purchase of Services and Deliverables. Any such taxes will be added to the fees and reflected on your invoice.

**5 Incorporation of Website Terms** Where you access Services or Deliverables via our website(s), your access (and use) will be governed by these terms in conjunction with the terms of use of that website ("Website Terms"). In the event of any conflict between these Terms and the Website Terms, these Terms will prevail and apply.

6 Intellectual property 6.1 All Intellectual Property Rights in anything we supply are our property or the property of our third party licensors, and will not transfer to you by Contract.

6.2 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited license, without the right of sub-license, to access and use the Services and Deliverables for your own internal purposes during the term of the Contract.

6.3 Any rights not expressly granted herein are reserved by us. To the extent that you acquire any right, title, or interest in or to any Ascential Property (other than with respect to such limited license), you hereby assign and convey all such right, title and interest therein to us.

6.4 We acknowledge that the Customer Materials are your property and that you own all Intellectual Property Rights in and to the same.

6.5 You agree that we (including our Affiliates) may freely use any data (including the Customer Materials) which we learn, acquire or obtain in connection with the performance of the Contract to improve the quality of our services and deliverables.

6.6 We indemnify you against any loss, damages or reasonable costs you incur in connection with claims, demands, suits, or proceedings made or brought against you by a third party claiming that the Deliverables infringe the Intellectual Property Rights of a third party (a "Claim"); provided, however, that we will not have any liability to indemnify you for a Claim to the extent the alleged infringement arises from: (i) changes to the Deliverables made at your specific written direction; (ii) your failure to use new or corrected versions of the Deliverables provided by us where you are notified that use of such new or corrected version is necessary to avoid infringement; (iii) the modification of the Deliverables by you or any third-party on your behalf other than as expressly contemplated by the Contract without our written consent; or, (iv) combination of the Deliverables with systems, materials or software other than as contemplated by the Contract.

6.7 You must:

6.7.1 immediately give us written notice of a Claim (provided that your failure to so notify will not relieve us of our indemnification obligations hereunder except, and only to the extent, that we are prejudiced thereby); 6.7.2 give us full control of the defense and settlement of the Claim (provided that (a) you may participate in the defense at your own expense and (b) we may not settle or defend any Claim unless we unconditionally release you from all liability in relation to that Claim); and 6.7.3 provide us with all reasonable assistance in relation to the Claim at our expense.

6.8 If we believe that a Claim could prevent you from receiving or using all or any part of the relevant Services or Deliverables, we may:

6.8.1 procure the right for you to make continued use of the relevant Services and Deliverables; 6.8.2 replace or modify the Deliverables so that they become non-infringing, as the case may be; or 6.8.3 terminate the relevant Deliverables immediately on written notice to you, and refund to you any pre-payment in relation to such cancelled Deliverables

6.9 You indemnify us against any loss, damage or reasonable costs we incur in connection with claims made or brought against us by a third party alleging that any Customer Materials infringe the Intellectual Property Rights of the third party. We must:

6.9.1 promptly give you written notice of the claim (provided, that our failure to so notify will not relieve you of your indemnification obligations hereunder except, and only to the extent, that you are prejudiced thereby); 6.9.2 give you full control of the defense and settlement of the claim (provided that (a) we may participate in the defense at our own expense and (b) you may not settle or defend the claim unless you unconditionally release us from all liability in relation to the claim); and 6.9.3 provide you with all reasonable assistance in relation to the claim at your expense.

## **7 Delivery and your obligation to enable our performance**

7.1 You must provide us with such:

7.1.1 access to premises and facilities; and 7.1.2 information, instructions and materials as we require from time to time to enable us to perform the Contract.

7.2 You agree that to the extent that you cause failure or delay to our performance of any obligation under the Contract, we will not be in breach, nor liable to you for any related loss.

8 Insurance Each party must hold sufficient insurance to cover its potential liabilities under the Contract. This includes (without limitation) any insurance required by applicable law or specified on the Order Form.

9 Compliance with applicable laws including those relating to data privacy Both parties must comply with all applicable laws in connection with the provision and use of the Services and Deliverables, including but not limited to those related to data privacy and personal data.

## **10 Anti-Bribery and Sanctions**

10.1 Each party warrants that it will:

10.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; 10.1.2 put in place, comply with and maintain codes of conduct and anti-bribery and anti-corruption policies as are appropriate to meet its statutory responsibilities in this regard; and 10.1.3 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the Contract.

10.2 We are part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot receive consideration from individuals or organizations based or residing in, or connected with, a country or organization which is subject to EU or US Government sanctions. We may refuse to accept an order from or provide Services and Deliverables to any such person or organization for any reason.

10.3 Breach by either party of these Anti-Bribery and Sanctions provisions will be a material breach of the Contract.

## 11 Consequences of Termination

11.1 Termination of the Contract by either party will not affect the operation of any other Contract between the parties.

11.2 Termination or expiration of the Contract, or any part thereof, will not affect the continuance in force of any provision of the Contract or the relevant constituent part which is expressly or by implication intended to survive termination.

## 12 Liability

12.1 Nothing in the Contract will operate to exclude or limit a party's liability for death or personal bodily injury caused by its or its employees or subcontractors' negligence, or for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law or for any breach by you of the usage restrictions in any Module.

12.2 Subject to the foregoing:

12.2.1 neither party will be liable to the other arising out of or in connection with the Contract for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with that Contract; (a) consequential; (b) indirect; (c) special; (d) lost profits; \* (e) lost revenue; (f) lost sales; (g) anticipated savings; and (h) losses, damages, or expenses arising from loss of data;

### **Excludes the fees for Services agreed upon in the Order Form**

12.2.2 except for any liability under any indemnity in Clause 6 in relation to intellectual property, each party's total aggregate liability to the other arising out of or in connection with the Contract will be limited to two times the amount paid and payable pursuant to the Contract; and 12.2.3 neither party will have any liability to the other party for any failure or delay in performing an obligation under the Contract because of any event beyond that party's or its subcontractors' reasonable control.

12.3 You are not entitled to rely on the exclusions of liability in this clause to relieve you from liability to pay monies payable to us.

12.4 Each party acknowledges that in entering into the Contract it has not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Contract.

## **13 Confidentiality and data protection**

13.1 Each party will ensure that it:

13.1.1 keeps the Confidential Information confidential and does not disclose it to any third party; and 13.1.2 only uses Confidential Information in relation to the Contract, unless otherwise permitted by these Terms.

13.2 The commitments in clause 13.1 above do not apply to any Confidential Information which was:

13.2.1 publicly available before the Start Date or subsequently becomes publicly available through no failure to comply with the Contract; 13.2.2 already known to a party or is subsequently legitimately disclosed to a party by a third party without legal

restriction; or 13.2.3 developed independently by a party without use of or reliance on the Confidential Information received under the Contract.

### 13.3 A party may disclose the Confidential Information

13.3.1 to its Affiliates, agents, contractors and suppliers, provided that: (a) those third parties have entered into non-disclosure agreements no less onerous than as set out in these Terms; and (b) the party disclosing Confidential Information to those third parties ensures and is liable for their compliance with these Terms; and 13.3.2 where and to the extent required by applicable law, provided prompt written notice of that requirement is given to the original discloser (where such notice is lawful).

13.4 All Confidential Information disclosed by a party or its Affiliates remains the property of the discloser. Each party must return or, if clearly instructed by the other party, destroy that received Confidential Information remaining in its or its Affiliates' possession or control, within thirty (30) days of written request from the other party. Confidential Information may be retained to the limited extent required as part of securely-held confidential records to be used only to determine and/or comply with legal obligations (including secure electronic backups of these records, which may only be used to replace the permitted records if lost or corrupted)

13.5 Both parties will comply with all the obligations imposed on an independent Data Controllers under the UK Data Protection Legislation, including prompt notification of any potential or actual breach of these obligations. Both parties will always use appropriate technical and organisational measures to protect any of the other party's Personal Data that is held as part of the Services against loss or unauthorised use or access. Capitalised terms used in this clause 13.5 have the meanings given in the UK Data Protection Legislation in force at the time.

## **14 Boilerplate**

14.1 The terms and provisions of this Contract are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

14.2 The documents comprising the Contract (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between the parties relating to the subject matter of the Contract and



supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of the Contract.

14.3 In the event of conflict or inconsistency between the Order Form, the Module Terms and these Terms, and between any of the foregoing and a document referred to in the Contract, documents will take precedence in the order listed above.

14.4 You represent and warrant that the person executing this Contract has the authority to bind you to the terms hereof. You will require any employee, contractor or agent who accesses the Services or Deliverables to adhere to the relevant terms of the Contract.

14.5 Notices required under Contract will be sent by email to the relevant party's address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission.

14.6 The parties acknowledge and agree that our communication may be electronic, and that any communications sent electronically comply with any legal or contractual requirement that such communication be made in writing.

14.7 We may assign, sub-license or otherwise transfer to any Affiliate the benefit of any of our rights under the Contract if we give you reasonable prior written notice. We may sub-contract our performance of any obligation under the Contract to any of our Affiliates without notice. This will not affect our performance obligations, nor liability to you in relation to the Contract. We will be responsible for any violation of our obligations hereunder by any such sub-contractor. Otherwise, neither party may assign, sub-license, subcontract or otherwise transfer to any third party any of its rights or obligations under the Contract without the other party's prior written consent.

14.8 If any provision of the Contract is held to be invalid or unenforceable, that portion will be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Contract will remain valid and enforceable.

14.9 Any translations of the Contract from English are provided merely for convenience and will not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.

14.10 Where these Terms use the words 'include' and 'including', these are illustrative and not limiting.

14.11 The Contract will not create, nor will it be construed as creating, any partnership or agency relationship between the parties.

14.12 Each party will comply with all applicable laws and government regulations which apply to the Contract.

14.13 Nothing in the Contract will require either party to do or omit to do anything which would contravene any applicable laws or government regulations.

14.4 You represent and warrant that the person executing this Contract has the authority to bind you to the terms hereof. You will require any employee, contractor or agent who accesses the Services or Deliverables to adhere to the relevant terms of the Contract.

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14.13 Nothing in the Contract will require either party to do or omit to do anything which would contravene any applicable laws or government regulations.

## **15 Law and Jurisdiction; Waiver of Jury Trial**

15.1 Where the Ascential contracting entity (as identified on the Order Form) is a member of Ascential Europe – APAC, unless otherwise set out in clause 15.3 of these Terms below;

15.1.1 the Contract will be governed by and construed with the laws of England and Wales; and 15.1.2 the courts of England and Wales will be the exclusive venue for all disputes between the parties arising out of or in connection with this Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts.

15.2 Where the Ascential contracting entity (as identified on the Order Form) is a member of Ascential Americas;

15.2.1 the Contract will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules;

15.2.2 the state and federal courts located in the City of New York, Borough of Manhattan, New York, will be the exclusive venue for any and all disputes between the parties arising out of or in connection with the Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts; and  
15.2.3 EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY DISPUTE, ACTION, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15.3 Where the Ascential contracting entity (as identified on the Order Form) is registered in the People's Republic of China and you are registered in the People's Republic of China;

15.3.1 the Contract will be governed by the laws of the People's Republic of China; and  
15.3.2 any dispute arising out of or relating to the Contract shall be referred to, and finally settled by, arbitration in Shanghai International Economic and Trade Arbitration Commission.

15.4 This choice of law and jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

## **16 Definitions**

16.1 In these Terms the following definitions apply: Affiliates means any entity controlled by a party or under a party's common control, where "control" means: direct or indirect ownership, in an entity of 50% or more of the voting rights conferred by all the issued shares or equity interests in the capital of that entity; or the power to determine directly or indirectly the composition of the majority of the board of directors, similar management body or direct the management of such entity;

Ascential, we, us, our means the member of the Ascential group of companies identified on the Order Form;

Ascential Americas means any current or future entity which is part of the Ascential Group of companies that is domiciled in the United States;

Ascential Europe - APAC means any current or future entity which is part of the Ascential Group companies that is domiciled in a country other than the United States, (with the exception of any entity registered in the People's Republic of China);

Ascential Property means the Services, the Deliverables (including, without limitation, all derivatives or improvements), any patents, processes, software, code, files, technology, templates, forms, scripting, trade secrets, products, reports, ideas, concepts, operations, plans or intentions, know-how, market opportunities, customers, business affairs, development plans and financial information, any suggestions, information, enhancements, requests, feedback, recommendations or other input provided by any party relating to the Services or Deliverables, and any other items we create in relation to our performance of our obligations pursuant to the Contract;

Applicable Price Index means:

(i) where the contracting Ascential entity as identified on the Order Form is a member of Ascential Americas, the Consumer Price Index, all Urban Customers, United States, All Items rate; and,

(ii) where the Ascential entity as identified on the Order Form is a member of Ascential Europe – APAC, the UK Retail Price Index (RPI) All Items rate;

Confidential Information means any information, disclosed by a party to the other party, in relation to the Contract, which is designated as confidential, commercially sensitive, or confidential in nature;

Customer Materials means anything you provide to us to enable us to perform our obligations pursuant to the Contract; \_\_\_ Deliverables means the deliverables described in the Order Form; Event means the event organized and provided by us as set out in the Order Form or Registration form;

Insolvency Event means a situation where a party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, or goes into liquidation or any event having a similar effect to any of the foregoing applies to a party under the laws of any jurisdiction;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; Module Terms means terms specific to the Services and/or Deliverables you have ordered from us, which are set out below;

Services means the services described in the Order Form; and UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## **SERVICE SPECIFIC TERMS**

### Event Attendance Module

When you register to attend an Event, the following additional terms will apply to the Contract.

We will supply specific information relevant to the Event at the time of booking (“Booking Information”) via our website, via the Event website or by any other reasonable means. Booking Information will be specific to the relevant Event and will form part of the Contract.

### **Tickets and booking**

All tickets to an Event are subject to availability. All tickets to an Event must be paid for prior to the date of the Event.

Tickets issued for use are valid for the named attendee only and cannot be transferred unless specified in the Booking Information. We are not obliged to provide you with replacement tickets for lost or stolen tickets.

Tickets must not be used by any person, company or third party for marketing, media, sale promotion, staff reward program or competition purposes whether commercial or non-commercial except with our prior written permission.

### **Attendance at the Event**

You will be subject to any security and safety procedures and policies that are applicable to the Event and to the venue at which the Event is held (the "Venue").

You must ensure that you have photographic ID with you during the Event. If you are unable to provide identification which matches your ticket, we have the right to require you to leave the Event immediately.

We may refuse you admission to the Event or require you to leave the Event, if at any time we have reason to believe that you have: a) breached any provision of the Contract; b) committed a criminal offense; c) behaved in a disorderly manner or in a way that has an adverse effect on public safety; d) behaved in an anti-social manner or in a way that causes a public nuisance; or e) dressed inappropriately as determined by us; or f) if we believe you will bring or have the potential to bring either us, or the Event, or any attendee into disrepute.

You may not organize, facilitate or participate in any commercial, promotional or trading activities at the Event, Venue or near the Event without our express prior written permission. We will be entitled to charge a fee for any commercial, promotional or trading activity (including filming, photography and recording) which takes place at the Event, at the Venue or near the Event.

### **Content**

You agree to being filmed, photographed, referenced and recorded for television, radio, webcast, social media and in any other medium, including written format and/or by any CCTV cameras and recordings operated by or on behalf of and made by or on behalf of us, and agree to waive any rights arising under the laws of any jurisdiction. You grant to

us an irrevocable, worldwide, royalty-free licence to make such use of your name, voice, biography and likeness in any media and any recording, filming or photography of the Event as we reasonably require in connection with the exploitation, advertising and promotion of the Event.

All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) ("Content") is owned by us or is included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted without our prior written approval. You must not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes will be permitted), and in particular (but without limitation) you must not (and must procure that each of your delegates must not):

a) upload any Content into any shared system; b) include any Content in a database; c) include any Content in a website or on any intranet; d) transmit, re-circulate or otherwise make available any Content to anyone else; e) make any commercial use of the Content whatsoever; or f) use Content in any way that might infringe third party rights or that may bring us or any of our Affiliates into disrepute.

You acknowledge that the Content does not necessarily reflect our views or opinions. Please do not rely upon the Content in making or refraining from making any specific business decision or other decisions. We cannot accept any liability to you or anyone else for any losses of any nature resulting from any decision made or not made, or action taken or not taken, in reliance on the Content. This disclaimer statement is in addition to any disclaimer, limitation, waiver or exclusion contained within these Terms.

**DISCLAIMER: INFORMATION CONTAINED IN THE CONTENT SHOULD NOT BE RELIED UPON AS ADVICE OR USED IN PLACE OF PROFESSIONAL OR OTHER ADVICE. WHILST WE TAKE REASONABLE CARE TO ENSURE THAT THE CONTENT CREATED BY US IS ACCURATE AND COMPLETE, SOME OF IT IS SUPPLIED BY THIRD PARTIES AND WE ARE UNABLE TO CHECK ITS ACCURACY OR COMPLETENESS. YOU SHOULD VERIFY THE ACCURACY OF ANY INFORMATION (WHETHER SUPPLIED BY US OR THIRD PARTIES) BEFORE RELYING ON IT. THE CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED). WE HEREBY EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ALL LIABILITIES, COSTS, CLAIMS, DAMAGES, LOSSES AND/OR EXPENSES ARISING FROM ANY INACCURACY OR**



OMISSION IN THE CONTENT OR ARISING FROM ANY INFRINGING, DEFAMATORY OR OTHERWISE UNLAWFUL MATERIAL IN THE CONTENT.

To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time for any reason.

### **Changes to the Event**

We reserve the right to (a) change the format, date, timing and/or content of an Event; or (b) cancel an Event, in each case at any time and will provide you with notice of the same as soon as is reasonably practicable. Where we change the format, date, timing or content of an Event your ticket for that Event will be valid for the Event as altered. You will not be entitled to a refund.

Where we cancel an Event we will provide you with a credit equal to the amount of the purchase price paid by you for your ticket, to be applied towards attending another Money20/20 Event chosen at our sole discretion provided that should such Event take place more than 12 months after the date of the last day of the originally scheduled Event you will be entitled to receive a refund of the purchase price paid by you for your ticket.

Notwithstanding any other term of the Contract, for Money20/20 Europe 2024 and for Money20/20 USA 2023 and for Money20/20 Asia 2024 Events, if on or after Tuesday 21st May 2024 (in the case of Money20/20 Europe) or Sunday 8th October 2023 (in the case of Money20/20 USA) or Tuesday 9th April 2024 (in the case of Money20/20 Asia) you provide written notice to us accompanied by evidence in form and substance satisfactory to us that, as a direct result of COVID-19 (which term includes any mutation thereof):

- i. the government of the country or state where you are resident ("Attendee Territory") has closed its border so that you are prohibited from travel from or back to Attendee Territory; or
- ii. the government of Attendee Territory has issued official advice against travel to the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA) or Thailand (in the case of Money20/20 Asia); or

iii. the government of Attendee Territory has imposed an unavoidable quarantine on return from travel from the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA) or Thailand (in the case of Money20/20 Asia); or

iv. the government of Amsterdam for Money20/20 Europe or Las Vegas, Nevada for Money20/20 US or Thailand for Money20/20 Asia has imposed an unavoidable quarantine on arrival into Amsterdam or Las Vegas or Bangkok (as appropriate);

then your ticket will be transferred to the next edition of the Event. Notwithstanding any other term of the Contract, for Money20/20 Europe 2024 and for Money20/20 USA 2023 and for Money20/20 Asia Events, if we determine that, as a direct result of COVID-19, it has become commercially impractical or unfeasible to hold the Event, we will notify you in writing as soon as reasonably practicable, and your ticket will be transferred to the next edition of the Event.

Unless as explicitly set out in this Contract you will not be entitled to a refund following Acceptance, nor will you be entitled to receive a credit for a future event of your choice.

Individuals who can be defined as “Consumers” within the meaning set out in the Consumer Rights Act 2015 are not permitted to attend our Events.

**Liability exclusion** We are not responsible for goods or services which you may purchase from third parties.

### **Event Sponsorship Module**

Where, as part of the Contract, you sponsor an Event, as noted on the Order Form, the following additional definitions and terms will apply to the Contract.

Client Materials means all content, materials and works owned by or licensed to you, including logos products, services, databases, marketing, advertising materials, which are used in or required for the execution of the Sponsorship Rights.

Commercial Rights means all rights of a commercial nature connected with the event, including media rights, multi-media rights interactive rights, sponsorship rights, merchandising rights, database rights, licensing rights, advertising rights and hospitality

rights. Sponsorship Rights means those rights afforded to you in your capacity as sponsor of the event, as detailed in the 'Sponsorship Rights' section of the Order Form.

Operating Process means the operational, functional and technical procedures, processes, standards and other information applicable to your execution of the Sponsorship Rights, as detailed in the 'Operating Process' section of the Order Form.

We will provide the Sponsorship Rights and organize the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out on the Order Form) on aspects of the Event where we deem it appropriate to do so.

The Sponsorship Rights are personal to you and we are not obliged to provide the Sponsorship Rights (or any part of them) to any other entity or person. We own all Commercial Rights.

In consideration of the payment of the fees relating to Sponsorship Rights, we: a) license to you the Sponsorship Rights for use by you in accordance with the terms of the Contract; and b) grant to you a non-transferable, non-exclusive, royalty free licence to use the Event logos and trade marks (the "Event Marks") solely to promote your sponsorship of the Event.

You must not exercise the Sponsorship Rights other than as permitted by the Contract without our prior written approval.

In your exercise of the Sponsorship Rights, you must not knowingly or recklessly infringe the proprietary rights, including the intellectual property rights, of any third party.

You must exercise the Sponsorship Rights in conformity with the Operating Process and in accordance with the terms of the Contract.

You must not use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way, nor will you exercise any rights or undertake any activities in which, in our reasonable opinion, suggests any endorsement of your products or services by us.

You must not engage in any joint promotional activity or otherwise exploit any of the Sponsorship Rights with or in connection with any third party, nor exercise the

Sponsorship Rights in such a manner that confusion may arise in the minds of the public as to the party to which we have granted the Sponsorship Rights.

You must not do or permit anything to be done which might adversely affect our rights in or to any of the Commercial Rights or the value of the Commercial Rights.

You must ensure that the Client Materials and the executed Sponsorship Rights are not defamatory, obscene or offensive, do not cause injury, invade the privacy of, infringe or otherwise violate our rights or rights of a third party and do not put us in breach of applicable law. You must promptly observe and comply with all reasonable instructions, directions or regulations which are reasonably issued by or on our behalf in relation to the Contract.

You acknowledge and agree that you are solely responsible for meeting all related and consequent costs relating to the Client Materials and to your exercise of the Sponsorship Rights, unless otherwise stated on the Order Form.

You represent and warrant that you have and will continue to have throughout the term of the Contract, full right, title and authority to perform the obligations imposed by the Contract, and that you own or have obtained all necessary rights, licenses, permits, consents, approvals, authorizations and permissions required to properly execute the Sponsorship Rights, including without limitation, any licenses required in respect of the performance of musical compositions and of any pre-recorded material featuring in and relating to the Client Materials and Sponsorship Rights.

You must deliver to us in an approved file format or configuration the Client Materials and the format, conception and layout of the Sponsorship Rights for our pre-approval in advance of the deadline specified in the Order Form. If we believe changes are necessary to comply with the provisions of the Contract, applicable law or the Operating Process, you must make such changes forthwith and at your own expense.

We reserve the right to (a) change the format, date, timing and/or content of an Event; or (b) cancel an Event, in each case at any time and will provide you with notice of the same as soon as is reasonably practicable. Where we change the format, date, timing or content of an Event your Sponsorship Benefits and/or Services will be delivered for the Event as altered. You will not be entitled to a refund.

Where we cancel an Event we will provide you with a credit equal to an amount reflecting total sums paid by you at the date of notification minus the value of any Sponsorship Rights and/or Services received prior to such date (calculated in good faith and to account for any non-recoverable third party costs incurred or committed to by Ascential), to be applied towards another designated event organised and/or provided by Ascential. Notwithstanding any other term of the Contract, for Money20/20 Europe 2024 and for Money20/20 USA 2023 and for Money20/20 Asia 2024 Events, if on or after Saturday 20th April 2024 (in the case of Money20/20 Europe) or Thursday 7th September 2023 (in the case of Money20/20 USA) or Saturday 9th March 2024 (in the case of Money20/20 Asia) you provide written notice to us accompanied by evidence in form and substance satisfactory to us that, as a direct result of COVID-19 (which term includes any mutation thereof):

i. the government of the country or state where you have your principal place of business or where the majority of your representatives are based ("Sponsor Territory") has closed its border so that the majority of your representatives attending the Event are prohibited from travel from or back to Sponsor Territory; or

ii. the government of Sponsor Territory has issued official advice against travel to the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA); or

iii. the government of Sponsor Territory has imposed an unavoidable quarantine on return from travel from the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA); or

iv. the government of Amsterdam for Money20/20 Europe or Las Vegas, Nevada for Money20/20 has imposed an unavoidable quarantine on arrival into Amsterdam or Las Vegas (as appropriate);

then we shall transfer your Sponsor Benefits to the next edition of the Event.

Notwithstanding any other term of the Contract, if as a direct result of COVID-19 we determine that it has become commercially impractical or unfeasible to hold the Event, we will notify you in writing as soon as reasonably practicable, and your Sponsor Benefits will be transferred to the next edition of the Event.

## **Purchase of Exhibition Space Module**

Where, as part of the Contract, you purchase Exhibition Space, as noted on the Order Form, the following additional definitions and terms will apply to the Contract.

You are entitled to use the stand space (as denoted on the Order Form) ("Stand Space") for the duration of the Event to show the exhibits. You are entitled to have a listing entry on the Event website providing information about you and your exhibits (the "Promotional Package"). We grant to you a non-transferable, non-exclusive, royalty free licence to use the Event logos and trade marks (the "Event Marks") solely to promote your attendance at the Event.

We will provide you with all relevant details relating to the Event (including, but not limited to, timings of the Event, rules relating to the venue and rules relating to use of the stand space) prior to the Event (the "Event Information Pack")

Where you inform us, prior to entering into the Contract, that there is a specific stand space at the Event that you would like to use, we will use our reasonable endeavors to allocate that Stand Space to you. However, you acknowledge and agree that we cannot guarantee the availability of any preferred stand space and that we may reallocate any Stand Space prior to the Event at our reasonable discretion.

You grant to us a worldwide, non-exclusive, royalty free, sub-licensable license to use your logos and trade marks (the "Exhibitor Marks") and other materials and information provided to us in accordance with these Exhibitor Terms, during the Term, in connection with the Event. You acknowledge and accept that we have the right to publicly announce our business relationship with you which will include, but not be limited to, announcements on social media. Such announcements will not be disparaging or otherwise adverse to your business.

You must ensure that your exhibits are manned by at least one member of your staff at all times during the opening hours of the Event. In entering into the Contract, you warrant to us that no items exhibited by you at the Event or materials relating to your exhibits (including, but not limited to, materials promoting your attendance at the Event) will: a) be inaccurate, obscene, defamatory or disreputable; b) infringe the rights of any third party; c) otherwise be unlawful; or d) be detrimental to us, the Event, to other exhibitors at the Event or to our general commercial interests. You must provide us with (i) samples of the Exhibitor Marks in a suitable format; and (ii) the materials and information necessary to populate the Event Listing within five days of Acceptance (or within one day where Acceptance occurs less than ten days before the start of the Event). Any changes to the Exhibitor Marks for subsequent Events will be notified to us

no later than ten days before the start of the next Event. Any materials and information provided to us in accordance with this clause will be subject to our approval and editorial discretion (which we may exercise at any time to remove or delete any content included in your Promotional Package).

You must ensure that the any materials or information provided by you for inclusion in your Promotional Package are not defamatory, obscene or offensive, do not cause injury, invade the privacy of, infringe or otherwise violate our rights or rights of a third party and do not put us in breach of applicable law.

You must ensure that your stand space is left in good order and in a clean condition at the end of the Event, and in accordance with the rules and regulations set out in the Event Information Pack. If you fail to do so, we may carry out these obligations ourselves and, at our election, retain or dispose of any items remaining at the stand space, and you will be liable to us for any costs so incurred by us.

We reserve the right to (a) change the format, date, timing and/or content of an Event; or (b) cancel an Event, in each case at any time and will provide you with notice of the same as soon as is reasonably practicable. Where we change the format, date, timing or content of an Event the Services will be delivered for the Event as altered. You will not be entitled to a refund.

Where we cancel an Event we will provide you with a credit equal to an amount reflecting total sums paid by you at the date of notification minus the value of any Sponsorship Rights and/or Services received prior to such date (calculated in good faith and to account for any non-recoverable third party costs incurred or committed to by Ascential), to be applied towards another designated event organised and/or provided by Ascential. Notwithstanding any other term of the Contract, for Money20/20 Europe 2024 and for Money20/20 USA 2023 and for Money20/20 Asia 2024 Events, if on or after Saturday 20th April 2024 (in the case of Money20/20 Europe) or Thursday 7th September 2023 (in the case of Money20/20 USA) or Saturday 9th March 2024 (in the case of Money20/20 Asia) you provide written notice to us accompanied by evidence in form and substance satisfactory to us that, as a direct result of COVID-19 (which term includes any mutation thereof):

i. the government of the country or state where you have your principal place of business or where the majority of your staff are based ("Exhibitor Territory") has closed its border so that the majority of your staff attending the Event are prohibited from travel from or back to Exhibitor Territory; or

ii. the government of Exhibitor Territory has issued official advice against travel to the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA) or Thailand (in the case of Money20/20 Asia); or

iii. the government of Exhibitor Territory has imposed an unavoidable quarantine on return from travel from the Netherlands (in the case of Money20/20 Europe) or Las Vegas, Nevada (in the case of Money20/20 USA) or Thailand (in the case of Money20/20 Asia); or

iv. the government of Amsterdam for Money20/20 Europe or Las Vegas, Nevada for Money20/20 US or Thailand for Money20/20 Asia has imposed an unavoidable quarantine on arrival into Amsterdam or Las Vegas or Bangkok (as appropriate); then we shall transfer your Exhibition Space to the next edition of the Event.

Notwithstanding any other term of the Contract, if as a direct result of COVID-19 we determine that it has become commercially impractical or unfeasible to hold the Event, we will notify you in writing as soon as reasonably practicable, and your Exhibition Space will be transferred to the next edition of the Event.

You must arrange adequate insurance to attend the Event and failure to do so will be a material breach of the Contract. The minimum limit of Public Liability expected is £2 million. This must be purchased from us unless we have provided written consent that you may purchase it from a third party.

Minimum limits are set out below.

Minimum limits are:

Cover: Exhibitor Expenses Standard Limits: GBP 20,000 Summary of Cover: Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.



Cover: Exhibitor Property Standard Limits: GBP 20,000 Summary of Cover: Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.

Cover: Exhibitor Liability Standard Limits: GBP 2,000,000 Summary of Cover: any one 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.  
\* or USD equivalent as at the date of Acceptance.

In consideration of us arranging an adequate insurance policy on your behalf, you will pay to us the Insurance Participation Fee (as set out on the Order Form), with the deposit payable by you to us. An "Evidence of Insurance as an Exhibitor" document, summarizing the cover provided, will be issued when payment of the Insurance Participation Fee is made with your invoice. This arrangement is incidental to the services we provide as the event organiser.

If you believe you already have adequate Public Liability cover in place you will receive email instructions as to how this can be uploaded onto InEvexco Ltd's portal. This will then be reviewed by InEvexco Ltd, who are a specialist insurance broker and who administer our Exhibitor insurance. This should be uploaded at least 30 days prior to the Event. In the event that InEvexco Ltd is satisfied with the insurance arrangements that you have in place, you shall be entitled to a credit of a sum equal to the Insurance Participation Fee. This credit shall be set off against any outstanding fees that are due to us.

If for any reason your Public Liability cover is deemed inadequate by InEvexco Ltd then they will inform you why this is the case and what you need to do to satisfy our conditions regarding insurance. If you disagree with InEvexco Ltd's decision you will be allowed to make use of InEvexco Ltd's complaints procedure.

Please do not send any insurance documentation to us. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco Ltd via their website [www.inevexco.co.uk/event-exhibition-organisers](http://www.inevexco.co.uk/event-exhibition-organisers). We strongly recommend you read the policy wording as some exclusions apply. This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your needs. We accept 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 InEvexco Ltd. We have no responsibility to you for, and hereby disclaim all liability arising from, the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder.

InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through [www.fca.gov.uk](http://www.fca.gov.uk).