



## LATE BOOKING EXHIBITION STAND SPACE AND EXHIBITION SERVICES ORDER FORM – VALID FROM 1<sup>ST</sup> JANUARY 2019

### EXHIBITOR DETAILS

Company Name	<input type="text"/>	Exhibiting Name (if different from company name)	<input type="text"/>
Address	<input type="text"/>		
Zip/Post Code	<input type="text"/>	City/ State	<input type="text"/>
Telephone	<input type="text"/>	Country	<input type="text"/>
Fax	<input type="text"/>	Website	<input type="text"/>
Invoice Address (if different from company address)	<input type="text"/>		
Company Contact Name	<input type="text"/>	EU. VAT. Registration No.	<input type="text"/>
Telephone	<input type="text"/>	Email Address	<input type="text"/>

Please refer to the How UBM Uses Your Data section of this order form for further details of how this information is used.

### PAVILION DETAILS

Choose a pavilion (one choice only)

- Food Ingredients (min. 20m<sup>2</sup>)    
  Natural Ingredients (min. 12m<sup>2</sup>)    
  Organic Pavilion (min. 9m<sup>2</sup>)    
  Free From Pavilion (min. 9m<sup>2</sup>)  
 New Exhibitor Pavilion (min. 9m<sup>2</sup>)    
  USA Pavilion (min. 9m<sup>2</sup>)    
  Business Development Pavilion (min. 15m<sup>2</sup>)

UBM shall use its reasonable endeavours to allocate You with Stand Space in your preferred pavilion but UBM cannot guarantee a place within a particular pavilion.

### ORDER OF STAND SPACE AT LATE BOOKING RATES

Your order for Stand Space is on an “allocated” basis.

Your order of Exhibition Stand  of  m<sup>2</sup> of Stand Space shall be at the specification and charge rate per m<sup>2</sup> selected in the table below:

	Classification	1 Open Side	2 Open Sides	3 Open Sides	4 Open Sides
Raw Space (min. order of 20m <sup>2</sup> required)	Gold	<input type="checkbox"/> €625	<input type="checkbox"/> €638	<input type="checkbox"/> €646	<input type="checkbox"/> €649
	Silver	<input type="checkbox"/> €600	<input type="checkbox"/> €613	<input type="checkbox"/> €625	<input type="checkbox"/> €636
	Bronze	<input type="checkbox"/> €581	<input type="checkbox"/> €594	<input type="checkbox"/> €606	<input type="checkbox"/> €619
Shell A (min. order of 12m <sup>2</sup> required)	Gold	<input type="checkbox"/> €826	<input type="checkbox"/> €839	<input type="checkbox"/> €847	<input type="checkbox"/> €850
	Silver	<input type="checkbox"/> €801	<input type="checkbox"/> €814	<input type="checkbox"/> €826	<input type="checkbox"/> €836
	Bronze	<input type="checkbox"/> €782	<input type="checkbox"/> €794	<input type="checkbox"/> €807	<input type="checkbox"/> €820
Shell B (min. order of 12m <sup>2</sup> required)	Gold	<input type="checkbox"/> €883	<input type="checkbox"/> €896	<input type="checkbox"/> €903	<input type="checkbox"/> €906
	Silver	<input type="checkbox"/> €858	<input type="checkbox"/> €871	<input type="checkbox"/> €882	<input type="checkbox"/> €893
	Bronze	<input type="checkbox"/> €838	<input type="checkbox"/> €851	<input type="checkbox"/> €864	<input type="checkbox"/> €877
Pavilion Package	Gold	<input type="checkbox"/> €919	<input type="checkbox"/> €932	<input type="checkbox"/> €940	<input type="checkbox"/> €943
	Silver	<input type="checkbox"/> €894	<input type="checkbox"/> €907	<input type="checkbox"/> €919	<input type="checkbox"/> €930
	Bronze	<input type="checkbox"/> €875	<input type="checkbox"/> €888	<input type="checkbox"/> €900	<input type="checkbox"/> €913

Total Stand Space Fee at Late Booking Rates: €

Double decker prices 50% of raw space

**CANCELLATION:** Please refer to clause 15 of the Exhibitor Terms & Conditions and the Cancellation Charges section of this Order Form for further details relating to Cancellation Charges.

### ADDITIONAL FEES

In addition to the Stand Space Fee and any other Fees for selected Exhibition Services, You acknowledge that participating at the Exhibition will result in additional fees being charged to You by UBM which include:

- Digital directory and media fee 2019: €530
- Venue Service Fee (inclusive of stand cleaning) €13 per m<sup>2</sup> of stand space
- Devices Fees (for visitor lead capture - see details below)
- Any other fees set out in the Exhibition Manual

You further acknowledge that participating at the Exhibition may result in certain Contractor Fees being charged to you, please refer to clause 7.7 of the Exhibitor Terms & Conditions for further details.

### VISITOR LEAD CAPTURE

Visitor lead capture enables You to collect visitor contact details in a quick and efficient manner by simply scanning a visitor’s badge.

It is a compulsory requirement that You order the Devices starter pack for use at the Exhibition.

You shall pay €279 to UBM for the Devices starter pack. The Devices starter pack includes 3 Apps & access to the exhibitor portal.

You have a range of add on Device packs that can be ordered at your option, please select one of the following add-on packs:

- Devices add-on pack 1 €615 – 7 additional apps (recommended for stands of 30 - 50m<sup>2</sup>)
- Devices add-on pack 2 €1,015 – 12 additional apps (recommended for stands of 51 - 100m<sup>2</sup>)
- Devices add-on pack 3 €1,810 – 22 additional apps (recommended for stands >101m<sup>2</sup>)

At your option, additional Devices can be ordered now at the following rates: Apps €99 per app and Barcode scanner €149 per scanner.

You order  additional apps and  additional scanners.

Total Fees for Devices: €

Additional Devices may also be ordered at a later date via the exhibition manual (rates may vary from those offered on this Order Form).

Devices are provided on behalf of UBM by UBM’s nominated third party supplier (N200 Limited (“N200”). Devices allow you to engage with the visitor lead capture services provided by N200 and activation and use of the visitor lead capture services will require You to agree to N200’s terms of use, further details and a link to these can be found in the Exhibition Manual. By agreeing to N200’s terms of use, this will create a separate contract between You and N200 governing Your use of the visitor lead capture services.

Please refer to clauses 7 and 22 of the Exhibitor Terms & Conditions for further details of relating to Fees and Visitor Lead Capture.

**EXHIBITION SERVICES**

You order:

<input type="checkbox"/> <b>Ingredients Network €395</b> Inclusion in the Ingredients Network for the non-show year (2018).	<input type="checkbox"/> <b>Driving Post-Show Business - €2,000</b> Post-event email campaign to 2,000 selected customers to be delivered within 6 weeks after the show. Logo on post-show thank you email. This is a limited discount offer from the usual RRP of €4,200.	<input type="checkbox"/> <b>365 Access to Fi Europe - €4,000</b> Post-event email campaign to 2,000 selected customers to be delivered within 6 weeks after the show. Logo on post-show thank you email. Email to 1,500 pre-registered contacts 2 months before Fi Europe 2019. This is a limited discount offer from the usual RRP of €8,450
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**STAND SHARING**

You may not share your Stand Space with a third party except with the prior written approval of UBM, and subject to payment of a fee of €795 per third party Stand Sharer to UBM. Please refer to clause 10 of the Exhibitor Terms & Conditions for further details.

**INVOICING AND PAYMENT TERMS**

Invoices for the Fees shall be issued by UBM in accordance with the table below. Please refer to clause 7 of the Exhibitor Terms & Conditions for further details.

Date Agreement Signed	Invoice Issued	Value of Invoice
On or before a date which is more than 350 days before the first day of Exhibition	Invoice 1 During the period which falls between 350 – 318 days (inclusive) before the first day of the Exhibition (or later at UBM's discretion)	Invoice 1 50% of the Fees
	Invoice 2 During the period which falls between 196 -166 days (inclusive) before the first day of the Exhibition (or later at UBM's discretion)	Invoice 2 Remaining balance of Fees
During the period which falls between 349 days and 197 days (inclusive) before the first day of Exhibition	Invoice 1 At time of signing Agreement (or later at UBM's discretion)	Invoice 1 50% of the Fees
	Invoice 2 During the period which falls between 196 -166 days (inclusive) before the first day of the Exhibition (or later at UBM's discretion)	Invoice 2 Remaining balance of Fees
On or after the date which falls 196 days before the first day of the Exhibition	Invoice 1 At time of signing Agreement (or later at UBM's discretion)	Invoice 1 100% of the Fees

**CANCELLATION CHARGES**

If this Agreement is entered into before 30<sup>th</sup> November 2017 (inclusive), You will have a cooling off period until 21<sup>st</sup> December 2017 where should You terminate no Cancellation Fee will apply.

At any other time Cancellation Charges will apply and shall be determined by reference to the date of cancellation and the table below. Please refer to clause 15 of the Exhibitor Terms & Conditions for further details.

Date of Cancellation Date	Cancellation Charge to be paid
On or before the date which falls 181 days before the first day of the Exhibition	50% of the total Fees
During the period which falls between 180 days and 121 days (inclusive) before the first day of the Exhibition	75% of the total Fees
On or after the date which falls 120 days before the first day of the Exhibition	100% of the total Fees

**OTHER OPPORTUNITIES**

Please tick to confirm if you are interested in receiving further information:

Ingredients Network Promotional Opportunities  Digital Opportunities (Digital Sponsorship and Campaigns)

**GLOBAL OPPORTUNITIES**

Please indicate your interest to exhibit at any of the following Fi portfolio events:

<input type="checkbox"/> <b>Hi Japan</b> Tokyo, Japan	<input type="checkbox"/> <b>Fi &amp; Hi India</b> Mumbai, India	<input type="checkbox"/> <b>Hi China</b> Shanghai, China	<input type="checkbox"/> <b>Fi Asia – China,</b> Shanghai, China	<input type="checkbox"/> <b>Hi &amp; Fi Guangzhou</b> Guangzhou, China	<input type="checkbox"/> <b>Fi South America</b> São Paulo, Brazil
<input type="checkbox"/> <b>Fi Asia – Indonesia</b> Jakarta, Indonesia	<input type="checkbox"/> <b>Hi Asia – Indonesia</b> Jakarta, Indonesia	<input type="checkbox"/> <b>Fi Asia – Thailand</b> Bangkok, Thailand	<input type="checkbox"/> <b>Hi &amp; Ni Europe</b> Frankfurt, Germany	<input type="checkbox"/> <b>Hi Korea</b> Seoul, Korea	

**HOW UBM USES YOUR DATA**

The Company Contact that you submit on this order form will be our primary contact within your company/ organisation for all communications in relation to the Exhibition and related/future events and services.

UBM will use the information that you provide for the purposes of running the Exhibition, providing you with associated services and informing You about selected future events and services related to the Exhibition. For this purpose, UBM may share this information globally with members of UBM's group and other third parties that are involved with the Exhibition, including the operator of the Venue. If you have any questions about how we use your information, or if you would like to change your primary contact, please contact the Data Protection Co-ordinator, [ubmidpa@ubm.com](mailto:ubmidpa@ubm.com). Information that you submit to UBM will be held in accordance with UBM's privacy policy see [privacypolicy.ubm.com](http://privacypolicy.ubm.com).

**SIGNATURE BLOCK**

This is an order for Stand Space and any Exhibition Services between UBM and the Exhibitor named above.

The Exhibitor requests, and UBM agrees to provide, the Stand Space and Exhibition Services set out in this Order Form, which shall be provided in accordance with the Exhibitor Terms & Conditions and the documents referred to therein. The Exhibitor Terms & Conditions are attached to this Order Form and are also available from [ficlientservices@ubm.com](mailto:ficlientservices@ubm.com). Unless otherwise stated, all defined terms within this Order Form shall have the meaning set out in the Exhibitor Terms & Conditions.

I, the signing party named below confirm that I am duly authorised to execute this Agreement for and on behalf of the Exhibitor:

Name of person authorised to act on behalf of the Exhibitor:

Title/ Function:

Signature:  Date:

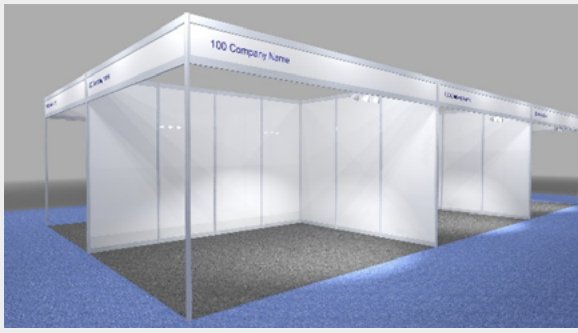
Company stamp (If applicable):

This is a legally binding agreement. Please sign and keep a copy this agreement for your own administration and return the original to UBM.

## STAND DESIGNS\*

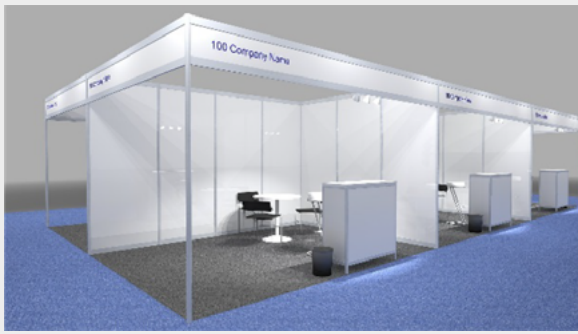
\*Stand designs may be subject to change

### FI SHELL A (min. 20m<sup>2</sup>)



- Carpeting – Grey
- White Wall Elements 100x 250cm
- Fascia Board in White
- Company Name/ Stand number To Each Open Side Of The Fascia Board in Blue
- Electrical Power Supply of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- Stands Min of 20m<sup>2</sup> will have a lockable storage Room of 100x 200cm
- 1x Triple wall Socket
- 1x Shelf Rack – Volvera
- 1x Coat Rack – Ascoli

### FI SHELL B (min. 20m<sup>2</sup>)



- Carpeting – Grey
- White Wall Elements 100x 250cm
- Fascia Board In White
- Company Name/Stand number To Each Open Side Of The Fascia Board in Blue
- Electrical Power Supply of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- Stand Min of 20m<sup>2</sup> will have a lockable storage room of 100x 200cm
- 1x Shelf Rack – Volvera
- 1x Coat Rack Ascoli
- 1x Round Table – Albaredo 70 white
- 3x Chairs – Asti black
- 1x Bar Stool – Patti white
- 1x Counter – Bern white
- 1x Waste Bin – Abano black
- 1x Refrigerator (For Stand of a minimum of 20m<sup>2</sup>) – Frigaro

### NI SHELL A (min. 12m<sup>2</sup>)



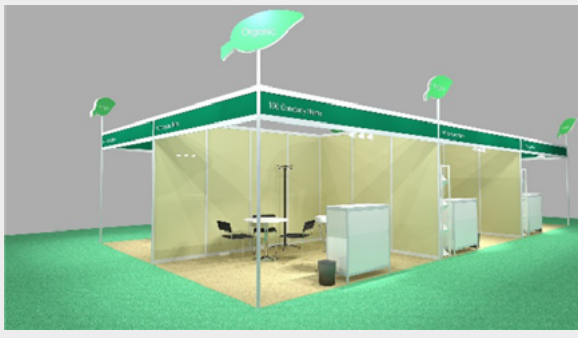
- Carpeting – Dark Beige
- White Wall Elements 100x 250cm
- Fascia Board In White
- Company Name/Stand number To Each Open Side Of The Fascia Board in bright green
- Electrical Power Supply Of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- Stands Min of 20m<sup>2</sup> will have a lockable storage Room of 100x 200cm
- 1x Shelf Rack – Volvera
- 1x Coat Rack – Ascoli

### NI SHELL B (min. 12m<sup>2</sup>)



- Carpeting – Dark Beige
- White Wall Elements 100x 250cm
- Fascia Board In White
- Company Name/Stand number to Each Open Side Of The Fascia Board in bright green
- Electrical Power Supply of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- Stand Min of 20m<sup>2</sup> will have a lockable storage room of 100x 200cm
- 1x Round Table – Albaredo 70 white
- 3x Chairs – Asti black
- 1x Bar Stool – Patti white
- 1x Counter – Bern white
- 1x Wastebin – Abano black
- 1x Shelf Rack – Volvera
- 1x Coat Rack – Ascoli
- 1x Refrigerator Stand (for stand of a minimum of 20 m<sup>2</sup>) – Frigaro

### ORGANIC PAVILION (min. 9m<sup>2</sup>)



- Carpeting – Dark Beige
- Beige Wall Elements 100x 250cm
- Fascia Board In Beige
- Company Name/ Stand number To Each Open side Of The Fascia Board in green ‘Leaf’
- Eye catcher on Fascia Board
- Electrical Supply Of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- 1x Table – Albaredo 70 white
- 3x Chairs – Asti black
- 1x Bar Stool – Patti white
- 1x Counter – Bern white
- 1x Waste Paper Bin – Abano black
- 1x green plant

### NEW EXHIBITOR/ BUSINESS DEVELOPMENT PAVILION (min. 9m<sup>2</sup> or 15m<sup>2</sup>)



- Carpeting – Red (New Business) or grey (Business Development)
- White Wall Elements 100x 250cm
- Fascia Board In White
- Company Name/ Stand number To each Open Side Of The Fascia board
- Company Name/ Stand number red New Business/ black (Business Development)
- Eye catcher above Each Pavilion Stands Block according to plan
- Electrical Supply of 3kw
- 1 LED spot – 15w-3000k per 3m<sup>2</sup>
- 1x Triple Wall Socket Fitting
- 1x Coat Rack – Ascoli
- 3x Chairs – Asti black
- 1x Round Table – Albaredo 70 white
- 1x Counter – Bern white
- 1x Barstool – Patti white
- 1x Brochure Rack – Spectro
- 1x Waste Paper Bin – Abano black
- 1x green plant

### FREE FROM PAVILION (min. 9m<sup>2</sup>)



- Carpeting – Colour Orange
- White Wall Elements 100x 250cm
- Fascia Board In Blue
- Company Name/ Stand number To each Open Side Of The Fascia Board in white
- Eye catcher above Each Pavilion Stands Block
- Electrical Power Supply of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- 1x Coat Rack – Ascoli
- 1x Table – Albaredo 70 white
- 3x Chairs – Asti black
- 1x Bar Stool – Patti white
- 1x Counter – Bern white
- 1x Waste Paper Bin – Abano black
- 1x green plant

### USA PAVILION (min. 9m<sup>2</sup>)



- Carpeting – Blue with a grey border
- Grey Wall Elements 100x 250cm
- Fascia Board In Grey infill panel
- Company Name/ Stand number To Each Open Side Of The Fascia Board in Blue
- USA banner Above Fascia/ Stand.
- Electrical Power Supply of 3kw
- 1 rail with 3 LED spots – 15w-3000k
- 1x Triple Wall Socket
- 2x Shelves
- 1x Round Table – Albaredo 70 white
- 4x Chairs – Asti black
- 1x Counter white – Bern (Stands > 12m<sup>2</sup>, 2 Counters)
- 1x Bar Stool white – Patti (Stands > 12m<sup>2</sup>, 2 Bar Stools)
- 1x Brochure Rack – Spectro
- 1x Waste Paper Bin – Abano black
- 1x green plant



# EXHIBITOR TERMS AND CONDITIONS

## 1. DEFINITIONS

1.1 In these terms and conditions:

**Access Period:** (a) in connection with Your use of the Stand Space: the Exhibition Period, together with such "build" and "break" periods specified in the Exhibition Manual, and such other period during which UBM may make the Stand Space available to You; and (b) in connection with Your use of any Exhibition Services such periods during which UBM makes the Stand Space available to You for use in connection with such Exhibition Services (as may be specified in the Order Form or otherwise notified to you by UBM).  
**Agreement:** these terms and conditions, the Order Form and the Exhibition Manual.  
**Cancellation Charge:** the charges set out in the Order Form payable for any cancellation of the Stand Space or of any Exhibition Services, which shall be a percentage of the total Fees.  
**Confidential Information:** shall have the meaning given in Clause 20.  
**Connected Person:** means Your Personnel, Your Stand Sharers and their Personnel, Your or Your Stand Sharer's holding companies, shareholders, subsidiaries and subsidiary undertakings of such holding companies and their respective directors, officers, employees and agents.  
**Contractor Fees:** shall have the meaning given in Clause 7.7.  
**Devises:** means the visitor lead capture apps or barcode scanners.

**Exhibition:** the exhibition described in the Order Form.  
**Exhibition Manual:** the manual provided by UBM prior to the Access Period setting out rules and regulations, specific set up and participation details relating to the Exhibition, as may be amended by UBM from time to time (see [exhibitor.kit.com/login/View.do?loginType=exhibitor&showID=21876](http://exhibitor.kit.com/login/View.do?loginType=exhibitor&showID=21876) or request copy from [operations.kit@ubm.com](mailto:operations.kit@ubm.com)).  
**Exhibition Period:** the duration of the Exhibition.  
**Exhibition Services:** the additional services or products listed in the Order Form, that You have selected in the Order Form to purchase from UBM, including any selected Sponsorship Rights or Devises.  
**Exhibitor Branding:** such branding as You may provide to us in connection with the Exhibition, including in connection with Your use of any Exhibition Services.  
**Exhibits:** such objects and materials (including marketing and promotional materials) as may be displayed and/or distributed by You or on Your behalf.  
**Fees:** the fees payable by You to UBM in connection with this Agreement, including the Stand Space Fee and any fees for ordered Exhibition Services as may be described in the Order Form.  
**Occurrence:** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.  
**Order Form:** the order form for Your participation in the Exhibition (including Your use of Stand Space and Your receipt of any Exhibition Services).  
**Personal Injury:** death, bodily injury, illness, disease, mental impairment or injury, nervous shock, distress or mental anguish.  
**Personnel:** any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by a party in relation to the Exhibition.  
**Property Damage:** loss, destruction of, or damage to property including any accidental physical loss of amenity, trespass, nuisance or interference with any right of way, light, air or water.  
**Shell Schemes:** the stand frame and any other related structure or display for the Stand Space as offered by UBM or UBM's approved contractors, as may be more fully described in the Exhibition Manual.  
**Sponsorship Event Materials:** any advertising or promotional materials or products produced by or on behalf of You in connection with any Sponsorship Rights, including those which associate You with the Exhibition.  
**Sponsorship Rights:** any rights set out in the Order Form that are granted to You in connection with Your sponsorship of the Exhibition (if applicable).  
**Stand Sharer:** any third party approved by UBM to share the Stand Space with You in accordance with Clause 10.1.  
**Stand Space:** any area for exhibiting in the Venue licensed to You in accordance with this Agreement.  
**UBM:** the UBM entity named on the Order Form.  
**UBM Branding:** such branding and materials as UBM may provide to You for use by You in connection with the Exhibition, including Your use of any Exhibition Services.  
**Venue:** the venue at which the Exhibition is to be held, as set out in the Order Form.  
**You or Exhibitor:** the entity identified as the Exhibitor in the Order Form.

1.2 Where the words include(s) and including are used in this Agreement, they are deemed to have the words "without limitation" following them.

## 2. APPLICATION AND AGREEMENT

2.1 You acknowledge and agree that a binding contract will be formed upon signature of the Order Form by You.  
2.2 In the event of conflict between the various documents forming this Agreement between the parties the following order of priority shall apply: the Order Form; these terms and conditions; and then the Exhibition Manual.

## 3. LICENCE OF STAND SPACE

3.1 UBM permits You to occupy and use the Stand Space for the Access Period for the purpose of the Exhibition together with the right to use such other parts of the Venue for the purpose of access/egress to the Stand Space as UBM shall designate from time to time for such purpose, subject to the terms of this Agreement.  
3.2 You shall not sub-licence the Stand Space, either wholly or in part, or otherwise part with, share possession or permit any party to use, all or any part of the Stand Space without UBM's prior written approval.

## 4. SUPPLY OF EXHIBITION SERVICES

4.1 UBM shall supply, or grant You the right to use, such Exhibition Services as are selected in the Order Form and shall permit You to occupy and use such parts of the Venue as UBM shall designate for the Access Period for such purpose, in each case in accordance with the terms of this Agreement.

## 5. UBM'S RIGHT TO MAKE CHANGES

5.1 You acknowledge and agree that UBM may require changes and alterations to benefit and safeguard the value of the Exhibition as a whole. Subject to Clause 5.2, UBM reserves the right to determine and (acting reasonably) alter:

- 5.1.1 the location and/or size of the Venue;
- 5.1.2 the Exhibition Period;
- 5.1.3 the date or dates on which the Exhibition is to be held and its opening hours;
- 5.1.4 the name of the Exhibition;
- 5.1.5 the location and dimensions of the Stand Space;
- 5.1.6 the layout of the Exhibition generally;
- 5.1.7 the entrances and exits to the Exhibition; and
- 5.1.8 any other technical or administrative details in respect of the Exhibition.

5.2 In the event that UBM determines (acting reasonably) that any such changes or alterations are materially detrimental to You, UBM shall notify You and UBM may (at its discretion and without obligation) apply a pro rata reduction to the Fees or part of them to compensate You. Such compensation shall be Your sole remedy in this regard.

## 6. YOUR OBLIGATIONS

6.1 You shall, and shall procure that Your Personnel shall, at all times:

- 6.1.1 comply with all applicable laws, including the UK Bribery Act 2010 and any other local anti-corruption laws, statutes, regulations or codes;
- 6.1.2 act in a professional manner in accordance with this Agreement;
- 6.1.3 have and maintain all required licences, authorisations, permits, approvals and consents necessary for Your proper performance of this Agreement; and
- 6.1.4 not do anything that would or is likely to adversely affect the name, branding, trading image, reputation or business of UBM or the Exhibition.

6.2 You must ensure that all of Your Personnel, equipment and materials have been removed from the Venue by the end of the Access Period. If you fail to do so, UBM may (without prejudice to any other right or remedy that UBM may have) arrange for the removal of such Personnel, equipment and materials and recharge You directly for any expenses incurred in the event of such failure.

6.3 You shall comply with all requirements, laws, rules and regulations (including those set out in the Exhibition Manual) whether imposed by UBM, the operator of the Venue or any municipal, governmental or other competent authority.

6.4 You shall submit to UBM or its appointed representative details of all subcontractors and equipment to be used in connection with any rights granted to You under this Agreement. You shall submit such details on at least 60 days before the Access Period begins.

6.5 You shall not display Exhibits which are not connected to the Exhibition theme without UBM's prior written consent. If UBM determines, at its sole discretion, that an Exhibit is inappropriate for the Exhibition then You shall remove such Exhibit immediately upon receiving instructions from UBM.

6.6 You must not display Exhibits or act in a manner which would, in UBM's opinion, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other exhibitor.

6.7 Save as otherwise set out in this Agreement, You shall be responsible for obtaining appropriate consents and licences to use any intellectual property rights contained in any Exhibits or other materials You use in connection with the Exhibition and Your use of Exhibition Services.

6.8 You warrant that You and/or Your Personnel and/or Your Stand Sharers and their Personnel 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, 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.

## 7. FEES AND PAYMENT

7.1 You shall pay the Fees and the Contractor Fees in accordance with this Clause 7.  
7.2 Unless otherwise agreed in writing between the parties, You shall pay the Fees on the earliest of the following events:

- (i) within 30 days of the date of UBM's invoice for such Fees;
- (ii) within any shorter payment period, from the date of UBM's invoice for such Fees, set out on the Order Form; or
- (iii) not less than 7 days before the Access Period begins.

7.3 Time shall be of the essence regarding payment of Fees. Without prejudice to any other right or remedy that UBM may have, if You fail to meet any payment obligations, (including as to the amounts or dates of payment), then UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.

7.4 Unless otherwise stated, all Fees payable under this Agreement are exclusive of VAT or other relevant tax which, if applicable, shall be charged and payable at the rate prevailing from time to time.

7.5 If you fail to pay any Fees in accordance with Clause 7.2, then UBM may charge interest on the overdue amount from the due date for payment until payment is made, whether before or after judgment, at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis and being compounded quarterly.

7.6 If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of that EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if

one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be at UBM's sole discretion, who shall notify You of such change as soon as reasonably practicable.

7.7 You acknowledge and agree that certain services may be required by the Venue operator and/or UBM for the safe and efficient operation of the Exhibition, including in connection to and consumption of utilities (e.g. electricity charges) and inspection of stand plans and siting of the Stand Space. Such services shall be provided by contractors appointed by the Venue operator and/or UBM and it is a condition of this Agreement that You use such contractors for these services. Rates and charges for such additional services ("**Contractor Fees**") shall be set out in the Exhibition Manual or otherwise provided in writing by UBM prior to the Access Period. You shall be responsible for payment of Contractor Fees directly to the relevant parties. You shall pay the Contractor Fees in accordance with the relevant contractor's payment terms. If you fail to pay the Contractor Fees in accordance with such terms, UBM may at its sole discretion (a) pay such Contractor Fees and recharge You directly for these; or (b) deem that You have cancelled Your order for Stand Space and/or the Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.

8. **STAND SPACE**  
8.1 You shall submit to UBM or its appointed representative detailed plans for stands or displays (other than those using a Shell Scheme) and details of all subcontractors and equipment to be used within the Stand Space. You shall submit such information at least 60 days before the Access Period begins. No construction may begin in the Stand Space without UBM's prior written approval (not to be unreasonably withheld or delayed).

8.2 If, in UBM's opinion, Your stand, Shell Scheme or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, UBM may at its sole discretion: (i) charge You for the extra space so occupied at the prevailing rate; (ii) require You to move or alter Your stand or Shell Scheme so that the allocated Stand Space is not exceeded; or (iii) require You to do any such other acts in order to comply with the terms of this Agreement (including the Exhibition Manual) and You agree to pay all costs and expenses related thereto.

8.3 Any materials used for building, decorating or covering stands or displays must consist of non-flammable material. You must comply immediately with all instructions given by the relevant authorities or UBM to avoid the risk of any other risk of injury or damage to property.

8.4 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to visitors and other exhibitors, in all cases as determined by UBM at its sole discretion. You shall comply immediately with all instructions of UBM to remove or limit such nuisance or discomfort.

8.5 UBM, its appointed representatives and any other person having an interest in the Venue shall be entitled to access Your Stand Space without notice at all reasonable times during the Access Period, without incurring any liability whatsoever to You.

8.6 On each day that the Exhibition is open to visitors, You must occupy Your Stand Space no later than the opening time of the Exhibition. In the event that You fail to do so, then (without prejudice to UBM's other rights and remedies) UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.

8.7 UBM shall notify You of the opening hours for the Exhibition. During the opening hours You shall ensure that:

- 8.7.1 the Stand Space is adequately staffed by You or Your Personnel;
- 8.7.2 the Exhibits are all operational and/or displayed (as the case may be); and
- 8.7.3 You are ready and able to conduct business.

8.8 Subject to any other rights granted to You to display or distribute materials as part of any Exhibition Services, You may only canvass, and distribute and display materials, at the Venue on Your Stand Space. You may not canvass, or distribute or display any materials, placards, handbills, circulars or other articles, anywhere else at the Venue, except with UBM's prior written agreement.

## 9. EXHIBITOR'S REPRESENTATIVES AND PASSES

9.1 You shall supply in writing to UBM the name of at least one person authorised to be Your representative in connection with the installation, operation and removal of the stand and any Exhibits. You shall ensure that such person is available to be contacted by UBM at all times during the Exhibition Period and reasonably available at other times during the Access Period.

9.2 Access to the Venue and the Exhibition shall be restricted to those of Your Personnel in possession of passes to be issued by UBM or its appointed representative. Passes are non-transferable and no admission will be allowed unless a valid pass is presented. You must provide UBM or its appointed representative, by such date as may be notified by UBM, with a list detailing the Personnel who You wish to have access and the day(s) on which each person shall be in attendance (including Personnel involved with the construction and dismantling of the stand). Numbers of passes issued shall be at the reasonable discretion of UBM.

9.3 You shall be responsible and liable for the conduct of all Personnel and any other person associated or connected with You, and for any unauthorised use of the passes issued to You. UBM reserves the right, at its absolute discretion, to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing nuisance to other exhibitors and/or visitors. UBM may exercise such right notwithstanding that any such person is Your Personnel or otherwise connected or associated with You.

## 10. STAND SHARING

10.1 You may not share Your Stand Space with a third party except with the prior written approval of UBM. Requests for stand sharing must be submitted to UBM using the "Stand Sharer Form" as may be made available by UBM, and any approval shall be conditional on the Stand Sharer agreeing to comply with the terms set out in the Stand Share Form. In particular, unless otherwise expressly agreed, You shall ensure that at least one of Your own Personnel is present at Your Stand Space at all times.

10.2 Notwithstanding any stand sharing arrangement, You shall remain fully and wholly liable for the full amount of the Fees, Contractor Fees and any Cancellation Charge. You shall procure that any Stand Sharer and its Personnel comply with this Agreement and You shall be responsible and liable for any act or omission of such Stand Sharer and its Personnel and subject to Clause 11.2 shall indemnify and keep You fully and wholly indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) that UBM may incur in connection with any Stand Sharer and its Personnel.

10.3 Notwithstanding Clause 10.1, UBM may, at its absolute discretion, make its approval of the proposed Stand Sharer subject to further restrictions as it sees fit.

## 11. SPONSORSHIP

11.1 If You are granted any Sponsorship Rights under this Agreement, the terms of this Clause 11 shall apply. You shall:

- 11.2.1 exercise any Sponsorship Rights strictly in accordance with the terms of this Agreement;
- 11.2.2 use the UBM Branding and other branding materials provided by UBM strictly in accordance with this Agreement and the Exhibition Manual;
- 11.2.3 apply any legal notices as required by UBM or as set out in the Exhibition Manual on all Sponsorship Event Materials that use the UBM Branding; and
- 11.2.4 submit to UBM for its prior written approval samples of all Sponsorship Event Materials not less than 30 days before their production or distribution.

11.3 You shall immediately withdraw from circulation any Sponsorship Event Materials which do not comply with Clause 11.2.

## 12. USE OF BRANDING

12.1 Subject to Your compliance with the provisions of this Agreement and any branding guidelines set out in the Exhibition Manual or otherwise provided in writing to You by UBM, UBM hereby grants You a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of the Agreement and the end of the Exhibition Period, to use UBM Branding solely and strictly in the form provided to You and for the purpose of reasonably promoting, marketing and advertising Your participation in the Exhibition and/or in connection with any Sponsorship Rights that You are granted under this Agreement.

12.2 Subject to UBM complying with the provisions of this Agreement, You hereby grant UBM a worldwide, non-exclusive, sub-licence, revocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as UBM and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.

12.3 You shall indemnify, and keep fully indemnified, UBM against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by UBM arising out of or in connection with:

- 12.3.1 any claim made against UBM by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with UBM's use of the Exhibitor Branding in accordance with this Agreement; and
- 12.3.2 any claim made against UBM by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise arising out of, the use of the Sponsorship Event Materials. For the avoidance of doubt, any approval by UBM of the use of any UBM Branding on any Sponsorship Event Materials, relates only to the use of the UBM Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.

## 13. REMOVAL OF EXHIBITS AND MARKETING MATERIALS

13.1 You shall comply with the Exhibition Manual in relation to the removal of Exhibits, equipment and dismantling of the contents of the Stand Space, and any other reasonable instructions of UBM as may be notified to You. UBM may require that the movements of Exhibits and equipment in and out of the Exhibition are handled by official contractors specified in the Exhibition Manual.

13.2 In order to comply with health and safety regulations, no Exhibit or stand shall be packed, removed or dismantled during the Exhibition Period without UBM's prior written permission.

13.3 UBM reserves the right at any time, at its absolute discretion, to require You to promptly remove (or to itself remove) any Exhibit and equipment that UBM reasonably believes contravenes any provision of this Agreement or otherwise infringes UBM's intellectual property rights, or may cause a nuisance to any person, or infringe any third party's right (including intellectual property rights).

13.4 You will be liable for all storage, handling and disposal charges incurred by UBM (acting reasonably), which result from Your failure to promptly remove all Exhibits or Your other property from the Stand Space (and, where applicable, from elsewhere in the Venue) in accordance with this Agreement.

13.5 You must surrender any occupied Stand Space (and any other occupied space in the Venue) in its original condition. Subject to Clause 14, You shall indemnify and keep fully indemnified UBM on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) caused by You, Your Personnel or any Stand Sharer to the Venue, any Shell Scheme, and/or any possessions or property of other exhibitors.



#### 14. INDEMNITY

- 14.1 Subject to Clauses 14.2 and 14.3, UBM shall indemnify and hold harmless You, Your Personnel, Your Stand Sharers and their Personnel (but excluding in each case any subcontractor involved with the construction and dismantling of the stand) (each an "Indemnified Party") against any third party claims for all losses, liabilities, costs, claims and expenses awarded against, paid by, suffered or incurred by the Indemnified Parties ("Claims") up to a maximum amount of GBP 22 million per occurrence arising out of or in connection with any accidental Personal Injury or Property Damage caused by an Indemnified Party while under Your control suffered by a third party at the Exhibition as a result of the acts or omissions of any of the Indemnified Parties.
- 14.2 UBM shall determine, at its sole reasonable discretion, whether such Personal Injury or Property Damage is accidental in nature.
- 14.3 It is a pre-condition of the indemnity provided by UBM under Clause 14.1 that the Indemnified Party shall always:
- 14.3.1 take all reasonable steps to mitigate any loss which it may suffer or incur as a result of a matter that may give rise to a claim under Clause 14.1;
- 14.3.2 make no admission and take no action in respect of such Claims unless with UBM's consent (such consent not to be unreasonably withheld or delayed);
- 14.3.3 provide UBM with notice of such Claims as soon as reasonably practicable and in any event within five business days of receipt of the written notice of the Claims; and
- 14.3.4 give UBM the right to control the defence and settlement of such Claims, together with all reasonable co-operation, information and assistance with such defence or settlement as UBM may reasonably require.
- 14.4 This indemnity shall not apply in the event that the Claim (a) arises as a result of a breach by the Indemnified Party of this Agreement (or where the Indemnified Party is a Stand Sharer, of the terms set out in the Stand Sharer Form), including any failure to comply with the Exhibition Manual or (b) arises out of (i) the use of a motor vehicle or (ii) in respect of any internet liability or (c) arises out of the Indemnified Party's own property which is not in its charge or control.
- 14.5 In the event an Indemnified Party seeks an indemnity under Clause 14.1 in respect of a Claim, the Indemnified Party shall be required to pay an administration fee of GBP 2500 (exclusive of VAT).
- 15. EXHIBITOR'S CANCELLATION OR MODIFICATION OF STAND SPACE OR EXHIBITION SERVICES**
- 15.1 You may, at any time prior to the Exhibition, cancel Your order for Stand Space and/or any Exhibition Services by providing written notice to UBM. Where You cancel Your order for Stand Space and/or any Exhibition Services under Clause 15.1, You must pay the Cancellation Charge within 30 days of the date of Your written notice or within 14 days of UBM's invoice for such Cancellation Charge, whichever is the sooner.
- 15.2 You may request modifications to Your Stand Space and/or any Exhibition Services by sending a written request to UBM, stating the reason for the proposed modification, which UBM may reject, accept, or accept subject to conditions, at its sole discretion. Such conditions may include the payment of additional Fees (e.g. if the request is for additional requirements), or the payment of Cancellation Charges (e.g. if the request is for reduced Stand Space).
- 15.3 In the event that:
- 15.3.1 You provide notice of cancellation under Clause 15.1;
- 15.3.2 Your modification pursuant to Clause 15.2 results in a reduction of Stand Space and/or any Exhibition Services;
- 15.3.3 UBM deems that You have cancelled its requirement for the Stand Space and/or any Exhibition Services in accordance with Clauses 7.3, 7.8 and/or 8.6; and/or
- 15.3.4 You are in breach of this Agreement,
- UBM may, at its absolute discretion, (and without prejudice to any other right or remedy available to UBM) re-allocate or resell the Stand Space which had been allocated to You or the rights granted to You as part of any cancelled Exhibition Services. In the event that You request a modification to Your Stand Space and/or any Exhibition Services in accordance with Clause 15.2, and then subsequently cancel such modified Stand Space and/or any Exhibition Services, UBM may, at its sole discretion, apply the Cancellation Charge relevant to either (i) the original, unmodified Stand Space and/or any Exhibition Services; or (ii) the modified Stand Space and/or any Exhibition Services.
- 15.4 You hereby acknowledge that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by UBM as a result of Your cancellation and that it does not represent a penalty. For the avoidance of doubt, UBM is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where UBM is able to reallocate or resell the Stand Space or the rights granted in connection with the cancelled Exhibition Services.
- 16. FORCE MAJEURE**
- 16.1 UBM shall not be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond the reasonable control of UBM or the providers of the Venue including any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, export and/or financial control, sanction, 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, the general advice or recommendation of any government (including any government agency or department), statutory or international agency against travel, exhibitions and/or public gatherings, or the Venue becoming unavailable for use or occupation and/or use ("Force Majeure").
- 16.2 In the event of Force Majeure which materially interferes with the holding of the Exhibition and/or the attendance by You and/or any other exhibitor or visitors, UBM may cancel, postpone or bring forward the Exhibition or change the Venue or alter the Exhibition. In all other cases, UBM shall be entitled to a reasonable extension of time for performing the relevant obligations.
- 17. TERMINATION**
- 17.1 This Agreement may be terminated by UBM at any time with immediate effect by written notice to You if:
- 17.1.1 the Exhibition is cancelled in accordance with Clause 16 above;
- 17.1.2 You commit a material breach of this Agreement which breach is irremediable or, if remediable, You fail to remedy the breach within the following periods after being notified to do so (a) 4 hours if during the Access Period, or (b) within 7 days if outside the Access Period;
- 17.1.3 You fail to provide satisfactory evidence of insurance cover in accordance with the provisions of Clauses 19 and 21;
- 17.1.4 You fail to pay to UBM or Contractor Fees in accordance with this Agreement;
- 17.1.5 You cease to carry on business, become insolvent or, enter into or are subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of You or any of Your assets, or suffer from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;
- 17.1.6 You, Your Personnel, or Your Stand Sharers or their Personnel, conduct itself/themselves in such a way as to bring itself, the Exhibition or UBM or any member of UBM's group into disrepute (as determined by UBM acting reasonably), including any conviction(s) for any criminal offence, or any export and/or financial control and/or sanction under any applicable legislation, rules or regulation affects You or any Connected Person;
- 17.1.7 If this Agreement is terminated under any of Clauses 17.1.2 to 17.1.7 inclusive above then:
- 17.2.1 under this Agreement and/or resell the Stand Space or the rights granted in connection with the Exhibition Services;
- 17.2.2 all payments made in respect of the Stand Space and the Exhibition Services shall be retained by UBM and forfeited by You; and
- 17.2.3 UBM may invoice You for (and within 14 days of the date of such invoice You shall pay) the balance of the Fees and any loss or damage suffered or additional expenses incurred by or on behalf of UBM as a consequence of such termination.
- 17.3 Upon termination of this Agreement for any reason, You shall promptly remove all of Your, Your Personnel's, Your Stand Sharers and their Personnel's property from the Exhibition, failing which UBM may remove and at its option:
- 17.3.1 store such property at Your expense in accordance with Clause 13.4; or
- 17.3.2 treat such property as waste (regardless of the nature, value or condition of such items) and dispose of it as the party at Your expense in accordance with Clause 13.4.
- 17.4 UBM reserves the right to exercise a general lien over any of Your property in the Venue in respect of all monies, of whatever nature, including in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by You to UBM in connection with the Exhibition.
- 17.5 Without prejudice to Clauses 17.2 and 17.3, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including Clauses 7, 17, 18 and 20.
- 18. LIMITATION OF LIABILITY AND INDEMNITY**
- 18.1 This Clause 18 sets out the entire liability of UBM (including any liability for the acts or omissions of its Personnel) to You in respect of:
- 18.1.1 any breach of this Agreement;
- 18.1.2 any use made by You of the Stand Space;
- 18.1.3 any use made by You of any Exhibition Services; and
- 18.1.4 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 18.2 Neither UBM (nor any of its Personnel) shall be liable to You under this Agreement 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 Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
- 18.3 UBM accepts no responsibility for any property that You or Your Personnel bring into the Venue, including all Exhibits. You shall be responsible for all such property, including insuring such property at Your own cost.
- 18.4 Subject to Clauses 14.1, 18.6, 22.5 below, UBM's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees payable by You for the relevant Exhibition including the Exhibition Services in connection with which such liability arises.
- 18.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 18.6 Nothing in this Agreement purports to exclude or limit either party's liability for death or personal injury, as a result of its fraud or fraudulent misrepresentation, or for any liability that cannot be excluded by law.
- 18.7 You shall indemnify and keep fully indemnified UBM on demand against all damages, losses, costs or expenses whatsoever suffered or incurred by UBM, or UBM's Personnel, as a result of any breach of any term(s) of this Agreement by You, Your Personnel or Your Stand Sharers and their Personnel.
- 19. INSURANCE**
- 19.1 Notwithstanding the indemnity provided under Clause 14.1, UBM may require You and Your Stand Sharers to obtain public liability insurance with a recognised insurer in relation to Your activities under this Agreement against Personal Injury and Property Damage by any cause whatsoever. If relevant, UBM will provide You with advance written notification of any requirements, such insurance must be less than GBP 22 million per Occurrence.
- 19.2 You and Your Stand Sharers shall obtain all other insurance with a recognised insurer which are not referred to in Clause 19.1 in order to meet Your legal and regulatory obligations.
- 19.3 Upon request You shall provide written evidence of any insurance policy that UBM may require to be

evidenced in accordance with Clause 19, to the satisfaction of UBM (determined at its sole discretion).

#### 20. CONFIDENTIALITY

- 20.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights under this Agreement, except that this provision shall not apply to Confidential Information which:
- 20.1.1 the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or
- 20.1.2 comes into the public domain otherwise than through the default or negligence of the receiving party; or
- 20.1.3 the receiving party is required to disclose by law or applicable regulatory authority.
- 20.2 Information regarding new exhibitions, new venues and financial data (including rates) relating to UBM shall in all cases be regarded as Confidential Information.
- 20.3 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.
- 20.4 Each party shall ensure that its Personnel who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 20.
- 20.5 The provisions of this Clause 20 shall continue in force notwithstanding termination or expiry of this Agreement.
- 21. SUB-CONTRACTOR INSURANCE**
- 21.1 Subject to Clause 21.2, You shall ensure that any sub-contractors who are employed by You:
- 21.1.1 obtain public liability insurance with a recognised insurer in relation to their activities under this Agreement against personal injury, death and damage to or loss of property by any cause whatsoever. Such insurance level shall not be less than GBP 22 million per Occurrence; and
- 21.1.2 obtain all other insurances with a recognised insurer in order to meet their legal and regulatory obligations.
- 21.2 You shall provide written evidence of any relevant sub-contractor's public liability insurance policy and any other insurance policy that UBM may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of UBM (determined at its sole discretion) no later than sixty (60) days before the Access Period begins.
- 21.3 In the event that You enter into this Agreement less than sixty (60) days before the Access Period begins, You shall on the date of this Agreement provide written evidence of any relevant sub-contractors' public liability insurance policies and any other insurance policy that UBM may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of UBM.
- 21.4 In the event that You fail to provide satisfactory evidence of the insurance cover in accordance with Clauses 21.2 and 21.3, UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or any Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.
- 22. VISITOR LEAD CAPTURE**
- 22.1 If You order Devices (as described in the Order Form/Exhibition Manual) from UBM for use at the Exhibition, the terms of this Clause 22 shall apply. The Order Form may specify that it is compulsory to order Devices for use at the Exhibition.
- 22.2 You acknowledge that all Devices are provided by UBM's nominated third party supplier, N200 Limited or such other supplier as UBM may notify to You ("Device Supplier"). The Devices allow you to engage with the visitor lead capture services provided by Device Supplier, activation and use of the visitor lead capture services will require You to agree and adhere to the Device Supplier's terms of use, a link to these can be found in the Exhibition Manual. By agreeing to the Device Supplier's terms of use, this creates a separate contract between You and the Device Supplier for the use of such services. In the event that the Device Supplier exercises any right to terminate Your use of the lead capture services pursuant to its terms of use, all Fees in respect of the Devices You have paid are non-refundable.
- 22.3 You acknowledge and agree that You will obtain all required consents from visitors before using the lead capture services and/or Devices to scan their exhibition badge.
- 22.4 You acknowledge and agree that the Device Supplier will host all data collected by You in connection with the lead capture services in accordance with the Device Supplier's terms of use. In particular, You acknowledge and agree that the Device Supplier will be disclosing certain data that You collect using the lead capture services to UBM for the purposes set out in the Device Supplier's terms of use. You acknowledge and agree that all Devices are provided to You on our behalf by the Device Supplier. In the event of any fault, malfunction, failure or inaccuracy of the Device or other loss or damage arising in connection with the Device and/or any captured data, You should contact the Device Supplier to resolve any issues. UBM's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise to You arising in connection with such Device, service or data shall be limited to 100% of the Fees paid by You to UBM in respect of the Devices only. In respect of the Devices, this Clause 22.5 shall take precedence and prevail over anything to the contrary in Clause 18.4.
- 22.6 You will collect and return any Devices in accordance with the Device Supplier's instructions. Subject to Clause 14, You shall indemnify and keep fully indemnified UBM on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties, and legal costs) and all professional costs and expenses that UBM may incur in connection with any Devices that are not returned or that are damaged.
- 22.7 You can order additional Devices from UBM by using the order form in the Exhibition Manual.
- 23. GENERAL**
- 23.1 **Assignment:** You may not assign, transfer or delegate to a third party, any of Your rights or obligations arising under this Agreement save that You may use official contractors pursuant to Clause 7.7, or as may otherwise be approved by UBM. UBM may assign the benefit of this Agreement without notice to or consent from You.
- 23.2 **Notices**
- 23.2.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or fax addressed to that other party at their registered address or such other address as notified by one party to the other in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and posted shall constitute sufficient evidence of service. Notices given in person or by fax shall be deemed to be served immediately provided that in the case of fax the correct transmission report shall have been received by the sender.
- 23.2.2 As an alternative to the methods of service in Clause 23.2.1, during the Access Period any notice to be served on You may be delivered by hand to any of Your Personnel at the Venue.
- 23.3 **Set-off:** UBM reserves the right to set off any indebtedness of You to UBM against any indebtedness of UBM to You.
- 23.4 **No waiver:** No waiver by UBM of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of UBM. UBM's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to You.
- 23.5 **Cumulative remedies:** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
- 23.6 **Headings:** The headings in this Agreement have been inserted for reference only and do not affect their interpretation.
- 23.7 **Relationship:** Nothing in this Agreement shall create a relationship of landlord and tenant between UBM and You or give You any interest in the Stand Space or any other space at the Venue other than in accordance with the licence set out at Clauses 3.1 and 4.1.
- 23.8 **Severability:** The provisions contained in each clause, and sub-clause of this Agreement 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 provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- 23.9 **Entire agreement:**
- 23.9.1 This Agreement together with the documents referred to herein constitutes the whole agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any earlier agreements, heads of terms, memoranda or other agreement or understanding of any kind between the parties (whether written or oral) which in any way relate to the subject matter of this Agreement.
- 23.9.2 The parties agree that, save as expressly set out herein, neither party has relied on any statement or representation made by the other (whether innocently or negligently) in entering into this Agreement, and neither party shall have any liability for such unless such statement or representation was made fraudulently.
- 23.10 **Supplementary regulations and instructions:** Notwithstanding any other provision of this Agreement, UBM reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement 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 You.
- 23.11 **Third parties:**
- 23.11.1 Except as expressly provided for under Clause 14.1 of this Agreement, no terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 23.11.2 Notwithstanding Clause 23.11.1, UBM and You may agree to vary or terminate this Agreement in accordance with its terms without the agreement of any party who may benefit from rights set out under Clause 14.1.
- 23.12 **Best practice:** UBM strives to achieve efficiency and excellence at the Exhibition by conducting its business operations in a sustainable manner. To help achieve this, You shall:
- 23.12.1 on UBM's request, provide a copy of a sustainability statement relating to Your business as an exhibitor at the Exhibition; and
- 23.12.2 on UBM's request, provide a copy of an anti bribery policy relating to Your business as an exhibitor at the Exhibition.
- 23.12.3 comply with all sustainability requirements set out in the Exhibition Manual or as otherwise notified to You by UBM (acting reasonably).
- 23.13 **Variation:** UBM, at its sole discretion, reserves the right to vary the terms of this Agreement if it considers such variation is required for the benefit of the Exhibition and/or You. You will be provided with advance written notification of the details of any variation prior to it taking effect.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 These terms and conditions shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement.