



DSEI Japan 2022 Stand Exhibition Space Contract

SPACE

Between (Company name and Address):

AND:

UK Defence & Security Exports

Clarion Defence (UK) Limited

VAT/TAX & PO NUMBER

Show Partner Contact Preferences

Allow Third Party Partners To Access Data ☐ No

Contract Details

Special Terms & Conditions

Special Terms and Conditions: CORONAVIRUS / COVID-19 FACTORS

For the purposes of these Special Terms and Conditions the words below shall have the following meanings:

"Additional Regulations" means the regulations issued by the proprietor (together with its staff, employees, servants and agents) of the Venue in relation to Exhibitions held at the Venue.

"Applicable Law" means the applicable law as set out in the general Terms and Conditions of this Agreement.

"Agreement" means this agreement between the Customer and the Organiser including the Terms and Conditions, the Special Terms and Conditions, any Exhibition-specific terms and conditions (where applicable), Exhibition Manual (where applicable), any Additional Regulations and any other applications or documents expressly referenced herein.

"Charges" means the aggregate fees charged by the Organiser to the Customer pursuant to the Agreement.

"Customer" means the entity or natural person specified on the first page of this Agreement under the 'Company Name' section and shall include all staff, employees, servants and agents of such entity or natural person.

"Dismantling Period" means the period for removal of all Exhibits and Stands from the Venue.

"Exhibit" means any article permitted by the Organiser to be exhibited at the Exhibition.

"Exhibition" means the event specified on the first page of this Agreement under the 'Event Details' section and including any sectional exhibition or event associated with it.

"Exhibition Manual" means the manual of information provided by the Organiser to the Customer in relation to the Exhibition.

"Group Member" means any legal entity from time to time which trades under any logo(s) used by the Organiser, including the Clarion Events brand, or such legal entities otherwise notified by the Organiser to the Customer from time to time.

"Installation Period" means the period for the installation of all Exhibits and Stands at the Venue.

"Organiser" means the Clarion group company identified on the front page of the Agreement.

"Stands" means all erections permitted by the Organiser to be erected at the Exhibition.

"Territory" means the country or region in which the Venue is located.

"Venue" means the halls, site or location in which the Exhibition shall take place.

1. Save only to the extent that this provision may be prohibited under the Applicable Law and notwithstanding any other provision in the Terms and Conditions, in the event that: any legislation, regulation, ruling, action or guidance of any relevant government, court or any competent national or international authority (including, without limitation, any public health authority) prohibits, restricts or advises against the hosting of mass gatherings and/or events in the Territory with effect at any point on or before the date(s) of the Exhibition; and/or irrespective of the existence of any of the aforementioned factors, the Organiser considers in its sole discretion that the hosting of the Exhibition may present public health concerns and/or risks, the Organiser reserves the right (but shall not be obliged):

(a) to change the location and/or date of Exhibition;

(b) to curtail the Exhibition;

(c) to reduce the Installation Period, Dismantling Period or the opening hours of the Exhibition; or

(d) to cancel the Exhibition.

2. In the circumstances specified in Special Term 1 above and subject to Special Terms 3 and 4 below, the parties agree and acknowledge that the Organiser shall not have any liability to the Customer for refunds, additional expenses or charges or to make payment for any other loss or damage whatsoever suffered by the Customer.

3. Subject to Special Term 4 below, in the event of a postponement by the Organiser pursuant to Special Term 1(a) above, the parties acknowledge that the provisions of this Agreement shall remain in full force and effect with regard to the postponed Exhibition.

4. In the event of either: a cancellation by the Organiser pursuant to Special Term 1(d) above; or should the new date of the postponed Exhibition, as notified by the Organiser to the Customer, be impractical or impossible for the Customer to accept, then the options set out below shall apply in the following order:

(a) subject to Special Term 4(b) below and following receipt by the Organiser of a notice from the Customer, where applicable, in accordance with Special Term 5 below, the parties acknowledge and agree that the defined term 'Exhibition' shall be amended to refer to the next chronological iteration of the Exhibition (excluding the postponed Exhibition, where applicable) and that this Agreement shall be deemed to apply instead to such subsequent Exhibition and all terms herein shall be construed accordingly so as to give full force and effect to this intention and it is expressly acknowledged that the Organiser shall retain the Charges received by the Organiser from the Customer in relation to the postponed or cancelled Exhibition (as the case may be) and shall apply such Charges to satisfy, in whole or in part as the case may be, the aggregate fees chargeable by the Organiser with regard to such subsequent Exhibition and no refund shall be due to the Customer in relation to the postponed or cancelled Exhibition (as the case may be);

(b) subject to Special Term 4(c) below and following receipt by the Organiser of a notice from the Customer in accordance with Special Term 5 below, the parties shall acting reasonably and in good faith commence discussions with regard to the option of entering into an alternative arrangement for the purposes of substituting the postponed or cancelled Exhibition (as the case may be) from within the portfolio of events which are owned or controlled by the Organiser or a Group Member. These substitute events shall include digital products / events offered within the portfolio of events which are owned or controlled by the Organiser or a Group Member. Such an arrangement shall be entered into on terms to be mutually agreed between the parties (or a Group Member, where applicable), save that it is acknowledged that the Charges received by the Organiser from the Customer in relation to the Exhibition shall be retained and applied to satisfy, in whole or in part as the case may be, the aggregate fees chargeable by the Organiser (or Group Member, where applicable) with regard to the substituted event and no refund shall be due to the Customer in relation to the postponed or cancelled Exhibition (as the case may be); or

(c) should the Organiser fail to confirm an alternative arrangement pursuant to Special Term 4 (a) & (b) above and the Organiser has to cancel

Exhibition, in no other circumstances than these, the Organiser shall refund to the Customer 80% of the Charges paid by the Customer to the Organiser in cancelled Exhibition. The Customer agrees and acknowledges that the Customer will have no further claim whatsoever against the Organiser in respect of such cancellation.

5. The Customer shall be required to notify the Organiser of such decisions with regard to each option and specify the reasons in relation thereto via a written notice delivered to the Organiser's registered place of business and marked for the attention of the Exhibition Director (or such other formal notice arrangement as mutually agreed between the parties in writing from time to time) within:

(a) 60 days from the date of notification by the Organiser of the postponement if it is impractical or impossible for the Customer to participate in the postponed Exhibition;

(b) 90 days from the date of notification by the Organiser of the postponement (as the case may be) in relation to the option set out in Special Term 4(a) and, more particularly, the Customer's decision to cancel its attendance at the subsequent Exhibition; and

(c) no sooner than 30 days from the date of commencement of good faith discussions in relation to the option set out in Special Term 4(b).

A. COMPLIANCE AND ELIGIBILITY TO EXHIBIT

COMPLIANCE AND ELIGIBILITY TO EXHIBIT

The Event Organisers have defined the following policy on matters of compliance at the event, which is based primarily on the definitions and restrictions set out in (i) the UK Export Control Act 2002 (as amended) and (ii) the Japan Export Control Order 1949 (as amended) and the Japan Foreign Exchange Order 1980 (as amended) (the "Foreign Exchange Order 1980"), both of which are made under the powers of the Japanese Foreign Exchange and Foreign Trade Act 1949 (as amended) ("FEFTA"). (iii) the Firearms and Swords Possession Control law. This law stipulates the regulations necessary for the prevention of harm regarding the possession and use of guns, swords, etc. A full definition of Showa 33 Law no.6 the Firearms and Swords Possession Control Law can be found on;

<https://elaws.e-gov.go.jp/document?lawid=333AC0000000006> It is solely the Exhibitors' responsibility to obtain all necessary licenses and authorities. Compliance audits will take place throughout the event and Exhibitors who are in breach of this policy will forfeit their right to exhibit.

The controls on goods which would be defined as "Category A" under the UK Export Control Act 2002 apply to all forms of promotion, including general advertising. The act of distributing hard copy or electronic brochures or catalogues containing reference to any such product, or the inclusion of images of such products in stand displays, or any other form of other marketing of these products at the event is prohibited.

Export control regulations may apply to exhibits based both upon the territory in which the event takes place and the territory of origin of the exhibitor. Such legislation or regulations may cover the exportation of goods, the transfer of technology, the provision of technical assistance overseas and activities connected with trade in controlled goods.

Exhibitors whose activities may be impacted by such legislation or regulations are required to ensure they have the necessary licenses and mechanisms in place.

UK ECJU guidance and definitions including the UK legislation affecting participation at exhibitions can be found on the <https://www.gov.uk/guidance/export-controls-dual-use-items-software-and-technology-goods-for-torture-and-radioactive-sources>
For further information on licensing issues, UK exhibitors may contact the DIT ECJU Helpline on +44 20 7215 4594

A. Compliance and Eligibility to Exhibit

All Exhibitors' equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed must be of a type which complies with:

1. Law in the territory in which the event is staged
2. Law in the territory of origin of the exhibitor
3. UN Law and UN international undertakings

These controls may encompass export from the country of origin, involvement in movements of these goods between overseas countries where the deal is made in the Territory, or by a person of the Territory of origin of the Exhibitor based overseas. It is important that your organization is aware of all current applicable trade controls and whether they affect your business prior to exhibiting at the event.

Breach of any aspect of relevant trade controls will be treated as breach of the event terms and conditions regarding Compliance and Eligibility to Exhibit.

Display of goods, or the related promotional material for items which would be classified as "Category A" under UK Trade Controls is expressly prohibited at all Clarion Defence & Security Events. This restriction applies to all forms of promotion, including the distribution of brochures or other promotional material from your stand which features images or details of any "Category A" goods, even if your company does not intend

to market these goods at the event.

“Category A” and prohibited goods include:

- Goods designed for the execution of human beings
- Goods banned by the EU because of evidence of their use in torture
- Restraints specially designed for restraining human beings.
- Riot control or self-protection devices designed or modified to administer an electric shock.
- Certain cluster munitions, including components.
- Land mines, anti-personnel mines and anti-material cartridges (Land mines act 1998)

If you are caught promoting “Category A” or other prohibited or controlled goods you will be ejected from the event and could face enforcement action from relevant authorities.

Goods classified as “Category B” and “Category C” under UK trade control legislation may also be subject to export controls and may require relevant export licenses from either the country of origin or the country in which the event takes place if exported.

A full definition of the items included in Category A, B and C goods is contained within Schedule 1 of the Export Control Order:

<https://www.gov.uk/guidance/export-controls-military-goods-software-and-technology>

FEFTA Category

Technologies falling under the FEFTA Category are broadly listed in the Appendix Table of the Foreign Exchange Order 1980, which include but are not limited to the following technologies that are associated with the design, manufacture or use of specific kinds of goods:

- firearms, ammunition and their components;
- explosives;
- nuclear fuel; and
- rockets and their components.

Permission from the METI is required for promotional or advertising activities in respect of technologies that fall under the FEFTA Category, unless such activities provide only publicly known information about such technologies, such as information included in brochures or catalogues. If you are caught promoting technologies under the FEFTA Category without the necessary permission from the METI, you will be ejected from the event and could face enforcement action from relevant authorities.

B. Equipment, services and documentation exhibited or promoted

Further Definitions

The following equipment and services would fall under “Category A” of the UK’s trade control legislation and as such are prohibited at the event

- Goods designed for the execution of human beings - such as gallows and guillotines, electric chairs, air-tight vaults designed for the purpose of execution by the administration of a lethal gas or substances, automatic drug injection systems designed for the purpose of executing human beings by the administration of a lethal chemical substance
- Restraints specially designed for restraining human beings - leg-irons, gang chains, shackles and individual cuffs or shackle bracelets except those that are ‘ordinary handcuffs’ (handcuffs which have an overall dimension including chain, measured from the outer edge of one cuff to the outer edge of the other cuff, between 150 millimeters and 240 millimeters when locked and have not been modified to cause physical pain or suffering), restraint chairs unless designed for disabled persons, shackle board, thumb-cuffs and thumb-screws, including serrated thumb-cuffs, electric shock belts
- Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock - such as electric-shock batons, electric-shock shields, stun-guns and electric-shock dart-guns - components specially designed or modified for the aforementioned
- Hand-held, spiked batons
- All cluster munitions, explosive sub munitions and explosive bomblets with the exception of those which comply with the provisions of the Oslo Declaration. Specifically, they must have all of the following characteristics:

each munition contains fewer than ten explosive sub-munitions. each explosive sub-munition weighs more than four kilograms.

each explosive sub-munition is designed to detect and engage a single target object. each explosive sub-munition is equipped with an electronic self-destruction mechanism. each explosive sub-munition is equipped with an electronic self-deactivating feature.

- All other non-unitary munitions, explosive sub-munitions and explosive bomblets, together with components specifically designed for such cluster munitions, explosive sub-munitions or explosive bomblets are prohibited. This exclusion does not, however, apply to conventional

munitions which are designed to dispense flares, smoke, pyrotechnics or chaff, electrical or electronic effects or which are designed exclusively for an air defence role.

- Anti-personnel Landmines, as defined by Section 1 (4) of the UK Landmines Act 1998 which state that an anti-personnel mine is a landmine which

is designed to be detonated by the presence, proximity or contact of an individual; and is capable of incapacitating, injuring or killing an individual.

A component of an anti-personnel mine is anything designed or adapted to form part of an anti-personnel mine. A prohibited object is an anti-personnel mine or any component of an anti-personnel mine.

ADDITIONAL NOTES AND DEFINITIONS:

1. Cluster munitions means conventional munitions designed to disperse or release explosive sub-munitions or bomblets.
2. Explosive sub-munitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact.
3. Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.
4. "a self-deactivating feature" is one which automatically renders a munition inoperable by means of the irreversible exhaustion of a component (e.g., a battery) that is essential to the operation of the munition.
5. a self-destruction mechanism" is an incorporated, automatically-functioning mechanism which is in addition to the primary initiating mechanism of a munition and which secures the destruction of the munition into which it is incorporated.

The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

FOOTNOTES:

1. Compliance audits will take place before and throughout the event to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.
 2. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition will be in breach of their contract with the Organisers and will forfeit their right to exhibit at the event. The Organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. Relevant authorities in the country where the event is staged, and the country of origin of the exhibitor will be informed by the Organiser of any breach. This may result in legal action being taken against the Exhibitor by these authorities. The stand may be closed immediately and the Exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.
 3. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.
 4. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.
- Note: services in respect of the list of prohibited equipment are also prohibited.

C. Prohibited Activities

Trade control legislation may affect anyone in the territory in which the event is staged regardless of nationality. Trade controls cover the trading and transacting in controlled goods between two overseas countries where the deal is made in a third country.

The controls are intended to impact on 'trafficking and brokering' type activities that facilitate the movement of controlled military or paramilitary goods including the movement of goods to countries subject to sanctions, embargos or other restrictions.

All Exhibitors must ensure that they have all necessary trade control licences in place before undertaking any controlled business or activity.

Japan's trade control legislation affects anyone in Japan regardless of nationality. Permission from the METI is required for the trading and transacting in controlled goods if such trades and transactions are made (i) between a Japanese resident in Japan and a non-resident in Japan or (ii) between anyone in Japan and anyone abroad. For this purpose, resident means a natural person with a domicile or residence in Japan or a corporation with a principal office in Japan or a Japanese branch office, local office, or other office. Non-resident means a natural person or a corporation who is not a resident.

Any Exhibitor engaging in controlled business or activity either overtly or covertly during the exhibition without all necessary trade control licenses being place will be regarded as a breach of their contract with the organisers and will forfeit their right to exhibit at the event. The organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. Relevant authorities in the territory in which the event takes place, and the territory of origin of the exhibitor will be informed of any breach which may result in legal action being taken against the Exhibitor by these authorities. The stand may be closed immediately and the Exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.

D. Dangerous exhibits, prohibited weapons, firearms & hazardous equipment

Any Exhibitor, who, by way of trade or business, manufacturers, sells, transfers, repairs, tests or proves or exposes for sale or transfer or has in his possession for sale, repair, test or proof any firearm or ammunition must first obtain relevant licenses and clearances to exhibit or display such equipment from the relevant authorities in the territory in which the event takes place. Any Exhibitor who attempts to exhibit or sell any firearm or ammunition without the appropriate certificate and authority will be liable to ejection from the event and possible prosecution from such authorities.

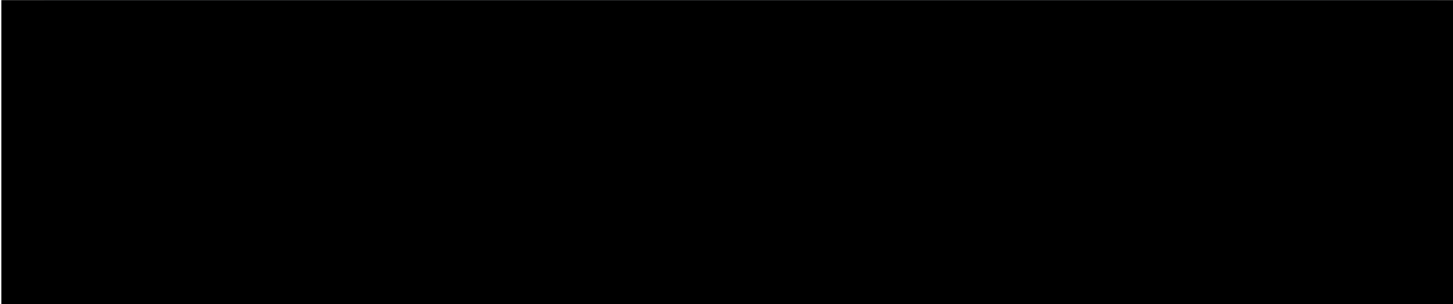
E. Exh bitor registration & accreditation

All personnel attending the event, including Exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend the event. It is the responsibility of the Exh bitor to check the bona fides of all personnel that they register to attend the event. All Exhibitors must inform the Organisers of any private security officers or security officers from their own company who may be onsite during the event. The Exhibitor takes respons bility for the bona fides of such security officers. Security Officers employed by Exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within the event. Information regarding Exhibitors' security and licensing is to be provided to the Organisers on request. Security Officers and Police Officers employed by the Organisers and Organisers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

Event Details

Event	DSEI Japan 2022	Show date from	26/01/2022
Show Location	makuhari messe	Show date to	28/01/2022

SUMMARY OF ORDER



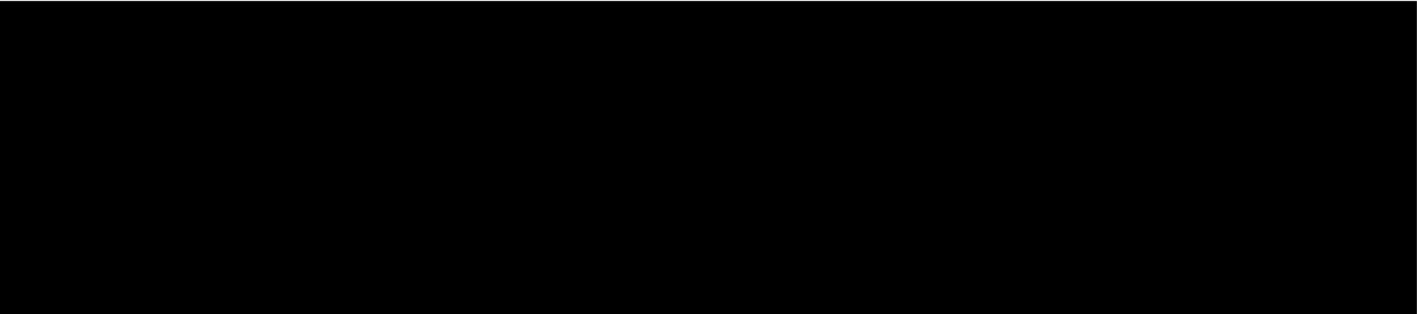
		Total Price	USD 17,125.00
		Prices do not include tax	

B. COMMENCEMENT OF CONTRACT



C. INCORPORATION OF RULES AND REGULATIONS

We agree to comply with the Exhibition Space Contract and the Terms & Conditions below and the EZONE, all of which are incorporated into this contract. We also agree to comply with the statements on compliance and elig bility to exhibit as described in Section A. We will provide a copy of this contract to all participants sharing a pavilion or our stand and will ensure that they comply with the terms of this contract.



DSEI JAPAN 2022 TERMS & CONDITIONS

F. General Terms and Conditions

Terms & Conditions

1. DEFINITIONS

In these terms and conditions (the "Terms") the following expressions shall, unless the context otherwise requires, have the following meanings: Additional Regulations means the regulations issued by the Venue Owner in relation to Exhibitions held at the Venue.

Agreement means the agreement between the Exhibitor and the Organiser pursuant to which the Exhibitor agrees to purchase a Space Package at the Exhibition which shall incorporate the Application for Space Package, these Terms, the Exhibition Manual and the Additional Regulations.

Application for Space Package means the application by the Exhibitor for a Space Package at the Exhibition made pursuant to Clause 3 below.

Charges means the aggregate fees charged by the Organiser to the Exhibitor pursuant to the Agreement.

Data Protection Laws means any applicable laws or regulations which governs the collection and processing of personal data (as amended or superseded from time to time) including (without limitation and as applicable) the Data Protection Act 2018, the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulation (EU 2016/679) (GDPR).

Dismantling Period means the period for removal of all Exhibits and Stands from the Venue.

eGuide : A guide to best practice in health and safety at exhibitions, as published by the Association of Exhibition Venues at <https://www.aev.org.uk/e-guide>

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited at the Exhibition.

Exhibition means the Exhibition set out in the Application for Space Package including any sectional Exhibition associated with it.

Exhibitor means any person to whom Space Package at the Exhibition shall have been allotted pursuant to the Agreement and shall include all staff, employees, servants and agents of such person.

Exhibition Manual means the manual of information provided by the Organiser to the Exhibitor in relation to the Exhibition.

Installation Period means the period for the installation of all Exhibits and Stands at the Venue.

Organiser means Clarion Events Limited and its subsidiaries and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen. Personal Data and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly) and Personal Data Breach shall have the meaning given to it in the GDPR (as amended or superseded from time to time). Space Package means the area of space at the Venue allotted (Allotted Space) to the Exhibitor by the Organiser; and the relevant services provided by the Organiser which may include, but not necessarily be limited to, internet listings, access to PR and marketing teams, onsite first aid, invitations to events and functions, a level of cleaning and inclusion in associated print material. Further information on this will be available from the events team and provided in Exhibitor Manual.

Stand means all erections on the Allotted Space.

Venue means the Exhibition halls in which the Exhibition shall take place.

Venue Owner means the proprietor of the Venue, together with its agents, employees and workmen.

2. DURATION OF EXHIBITION AND TIMETABLE

Details of the times and dates of:

(a) the Exhibition;

(b) the open hours of the Exhibition;

(c) the Installation Period; and

(d) the Dismantling Period will be as stipulated by the Organiser in the Exhibition Manual or otherwise.

3. APPLICATION FOR SPACE PACKAGE

3.1 Applications for a Space Package must be made on the Organiser's official application form which can be provided by the Organiser on request. The Organiser may, at its sole discretion, accept applications by other means. These Terms shall apply to all Applications for a Space Package.

3.2 The Organiser reserves the right to accept or reject any Application for Space Package from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Space Package has been made.

3.3 A binding Agreement shall come into force only once both parties have provided written acceptance of this agreement.

3.4 The Organiser is not bound to accept an Application for Space Package from a potential Exhibitor for the Exhibition even if it has accepted an Application for Space Package from that Exhibitor for another Exhibition. There is no automatic right for an Exhibitor to participate in any subsequent Exhibition.

3.5 A signatory on an Application For Space Package shall be deemed to have full authority to sign the Application for Space Package on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

4. OCCUPATION OF STAND

4.1 Subject to the rights of the Organiser in the Agreement, the Organiser hereby grants to the Exhibitor a licence to occupy the Allotted Space for the purpose of displaying Exhibits within the scope of the Exhibition for the duration of the Exhibition.

4.2 The Exhibitor shall install its Exhibits and Stands during the Installation Period and remove its Exhibits, and Stands during the Dismantling Period. Stands cannot be constructed in the Allotted Space if plans have not been submitted and approved by the Organiser within the timetable set out in the Exhibition Manual.

4.3 The Organiser and the Venue Owner shall be permitted to have access to the Stand and the Allotted Space at all times.

4.4 Exhibitors who commission a COMPLEX structure as defined by eGuide must have a competent Health & Safety Manager onsite each day of the build-up and breakdown phases of the event.

5. PAYMENT

5.1 The Exhibitor shall pay the Organiser in accordance with the payment terms set out in the Application for Space Package. The Organiser reserves the right to refuse to let the Exhibitor occupy the Allotted Space and enjoy benefits of the Space Package if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay to the Organiser in addition.

5.2 The Exhibitor shall pay all other sums due to the Organiser within 7 days of the date of the Organiser's invoice for each sum.

5.3 In consideration of the Exhibitor entering into the Agreement with the Organiser in accordance with the provisions of Clause 3 the Exhibitor agrees to hold all its (or its agents) Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor.

5.4 All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

5.5 If there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibition, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments. The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

6. ORGANISER'S PUBLICATIONS OR OTHER MEDIA

6.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Exhibition, the Exhibitor's name, logo or any other material or information supplied to the Organiser by the Exhibitor.

6.2 The Exhibitor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Exhibitor. The Exhibitor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, obscene or menacing in any way.

6.3 The Exhibitor hereby grants to the Organiser a non-exclusive, and royalty free, licence to use the Exhibitor's name and/or logo solely in connection with the Exhibition. 6.4 The Exhibitor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Exhibitor does not and will not infringe the Intellectual Property rights of any third party.

6.4 The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach of this clause 6.

6.5 The Organiser shall not in any event be responsible to the Exhibitor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Exhibition.

7. CANCELLATION BY EXHIBITOR

7.1 In the event that the Exhibitor:

- (i) requests to withdraw its Application for Space Package after acceptance by the Organiser; or
- (ii) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Agreement; or
- (iii) fails to occupy the Allotted Space by the opening time on the first day of the Exhibition, THEN the Organiser reserves the right (but without being obliged to do so) to treat the Agreement as being cancelled and apply the following cancellation charges and to re-allocate the Space

Package to another Exhibitor:

Cancellation prior to 2 April 2021:

50% of the Charges

Cancellation prior to 1 October 2021:

75% of the Charges

Cancellation on or after 1 October 2021:

100% of the Charges

(a) If the Exhibitor wishes to withdraw its Application For Space Package, then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post by not later than the dates referred to in the table above.

(b) The Organiser shall not be obliged to accept the Exhibitor's request to withdraw its Application for Space Package

(c) Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space Package after cancellation by the Exhibitor, the Organiser shall be under no obligation to re-imburse all or any part of a cancellation charge.

(d) The Exhibitor shall indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities which the Organiser may reasonably suffer or incur in connection with the Application For Space Package including, without limitation, any charges and damages directly resulting from a cancellation.

8. REDUCTION OF SPACE

Where an Exhibitor requests a reduction in the size of the Allotted Space included in the Space Package, booked after acceptance by the Organiser of the Exhibitor's Application for Space Package, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in Clause 7 above to the total cost according to the amount by which the original Allotted Space is reduced. The Organiser may re-sell or re-allocate the Allotted Space unused, but the Organiser shall be under no obligation to re-imburse all or any part of the charge for reduction in the Allotted Space. There shall be no obligation on the Organiser to accept the request for reduction of the Allotted Space by the Exhibitor.

9. GENERAL OBLIGATIONS OF THE EXHIBITOR

9.1 The Exhibitor shall:

(a) occupy the Allotted Space, complete any necessary Stand fitting works, ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than the end of the Installation Period;

(b) keep the Allotted Space appropriately dressed and maintained and all Exhibits open to view and the Allotted Space adequately staffed continuously during the opening hours of the Exhibition and not dismantle the stand before the end of the Exhibition;

(c) remove all Exhibits, fittings, rubbish and other items from the Venue by no later than the end of the Dismantling Period;

(d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Allotted Space or any other part of the Venue, any articles of food, drink or tobacco other than those supplied by the Venue Owner, or its appointed catering contractor, or unless agreed by the Organiser;

(e) not do, cause, permit or suffer to be done anything which shall, in the opinion of the Organiser, constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser, or the Venue Owner, or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Allotted Space shall not exceed those levels which, in the opinion of the Organiser, would cause disturbance to other Exhibitors or which would breach any laws, bye-laws or any other rule or regulation;

(f) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Venue or to any person or property of the Organiser, Venue Owner or any other Exhibitor or any visitor;

(g) comply at all times with all applicable rules and regulations set out in the Exhibition Manual; and

(h) conduct business and distribute literature only from the Allotted Space and no other part of the Venue and not take away any visitors from the Venue to other business premises.

9.2 Only items which are, in the Organiser's opinion, within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Allotted Space. Goods, cards, advertisements or photographs of persons who are not Exhibitors may not be displayed.

9.3 The Exhibitor shall obtain, and maintain in force, insurance with a reputable insurance company in connection with its presence at the Exhibition. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out insurance including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor's negligence or default up to a value of £2 million per any one occurrence. The Exhibitor shall, on request by the Organiser, produce to the Organiser its insurance certificate(s) and evidence that all payments under such insurance policy have been paid up to date.

10. POWERS AND DISCRETION OF THE ORGANISER

10.1 The Organiser shall be entitled to:

(a) allocate to the Exhibitor a space other than the Allotted Space for which the Exhibitor has applied in the Space Package;

(b) change the Allotted Space allocated to the Exhibitor at any time and if such changed area of such Allotted Space is smaller than the area specified in the Application for Space Package, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;

(c) alter the position or layout of the Exhibition and any stands including the Stand and Allotted Space;

(d) refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the

Exhibitor or otherwise in any way connected or associated with the Exh bitor;

- (e) remove from the Allotted Space or the Venue at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Terms;
- (f) alter the dates, opening hours and/or duration of the dates and duration of the Installation Period, the Dismantling Period and the total duration of the Exhibition; and
- (g) change or vary these Terms at any time, or permit exceptions in special circumstances.

11. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

11.1 All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible (other than where loss or damage is caused directly by the negligence of its employees) for any loss or damage to such Exh bits, fittings or items however caused.

11.2 The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

- (a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or
- (b) any loss suffered by the Organiser as a result of default or negligence of the Exh bitor or any of its agents, sub-contractors, invitees or employees; or
- (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exh bitor) arising from the default or negligence of the Exh bitor or any breach by the Exhibitor of the terms and conditions of the Agreement.

11.3 The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Allotted Space caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

11.4 The total liability of the Exhibitor for a claim made by the Organiser in respect of loss or damage suffered by the Organiser for breach of this Agreement shall not exceed the greater of (a) the sums insured by the Exh bitor as per their obligation to maintain insurance outlined above at Clause 9.3 or (b) £2million. This Clause 11.4 shall not apply to any liability of the Exh bitor under Clause 24 (Data Protection).

12. LIMITATION OF ORGANISER'S LIABILITY

12.1 The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Exh bitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors from attending the Exh bition.

12.2 The Organiser shall not be responsible for death or personal injury to the Exh bitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser's negligence.

12.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exh bitor, the Organiser or the Venue Owner or their servants, agents or employees.

12.4 Without prejudice to Clause 12.3, the total liability of the Organiser for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) twenty-five thousand pounds (£25,000), or (b) the amount of all sums paid by the Exh bitor to the Organiser under the Agreement in relation to the Space Package.

12.5 The Organiser shall not in any event be liable for any:

- (i) indirect or consequential losses, damage, costs or expenses;
- (ii) loss of profit;
- (iii) loss of revenue; or
- (iv) loss of goodwill.

12.6 The Organiser shall not be liable for any claim made by the Exhibitor more than one year after the Exhibition or, in the case of a series of Exhibitions, the first such Exh bition which gives rise to such claim.

12.7 Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

12.8 Each provision of this Clause 12 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

13. EXHIBITOR PROTECTION SCHEME

13.1 The Organiser shall, for the Duration of the Exhibition (as defined in Clause 2 of this agreement), maintain a policy of insurance, with a reputable insurer, which will be extended to benefit the Exhibitor, provided such Exhibitor has opted to be included in the Exhibitor Protection Scheme and paid such fees in full. The policy of insurance referred to herein, at a minimum, shall cover the statutory liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Exh bitor) up to a sum of £2,000,000 13.2 If the Exhibitor has opted not to be covered by the Exhibitor Protection Scheme, the Exhibitor must provide to the Organiser a suitable certificate verifying the required insurance is in place as outlined in 9.3.

13.3 The Exhibitor Protection Scheme is not an Insurance Policy, and the Exhibitor is not entitled to claim directly from the Organiser's Insurance Policy. The Exhibitor must advise the Organiser (or its nominated agent) immediately, of any circumstances that give rise to, or may give rise to, a claim, under the Exhibitor Protection Scheme.

13.4 The Organiser does not accept any responsibility for any additional coverage required or arranged by an Exhibitor.

13.5 Any Exhibitor who participates in the Exhibitor Protection Scheme, but requires cover for sums in excess of those provided, or for risks not insured by the Organiser's policy, should affect such additional cover on their own behalf.

14. CANCELLATION BY ORGANISER/FORCE MAJEURE

14.1 If, the Venue become unfit or unavailable for occupancy (such decision to be at the absolute discretion of the Organiser) or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):

(a) to change the location and/or date of the Exhibition;

(b) to curtail the Exhibition;

(c) to reduce the Installation Period, Dismantling Period or the opening hours of the Exhibition; or (d) to cancel the Exhibition.

14.2 In the circumstances specified in Clause 14.1 and subject to Clause 14.3, the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

14.3 If the Exhibition is cancelled in accordance with Clause 14.1 (d) the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition, including a reserve established at the sole discretion of the Organiser for future claims and expenses in connection with the Exhibition.

14.4 In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

15. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

15.1 No naked flames or smouldering products are allowed within the Exhibition without prior agreement of the the Organiser.

15.2 The Exhibitor must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Exhibition or the Venue and in particular any fire regulations. All materials used on the Stand must be non-flammable.

15.3 The Exhibitor must comply with and observe the Additional Regulations and Stand Fitting Regulations copies of which are available from the Organiser and all other instructions and regulations laid down by the Venue Owner and the Local Authority from time to time

16. TERMINATION AND WITHDRAWAL

Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:

(a) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);

(b) if the Exhibitor fails to observe and fulfil any of the terms of the Agreement;

(c) if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value. Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

17. EZONE

The Organiser shall provide to the Exhibitor and all other Exhibitors a log in to EZONE before the first day of the Exhibition which, inter alia, contains specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that EZONE.

18. ASSIGNMENT AND SUB-CONTRACTING

18.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

18.2 The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assignees of the Exhibitor.

19. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies,

assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.

20. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

22. SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

23. APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

24. DATA PROTECTION

24.1 The Exhibitor warrants and guarantees that it understands and is compliant with all Data Protection Laws.

24.2. The Exhibitor agrees to indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities incurred by the Organiser or for which the Organiser may become liable due to any failure by the Exhibitor to comply with Data Protection Laws including without limitation, due to any failure by the Exhibitor to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

24.3 The Exhibitor shall promptly notify the Organiser if it suspects or becomes aware of any Personal Data Breach in respect of any Personal Data which has been collected by or on behalf of the Organiser.