

# **Booking Form**

30 Oct.- 2 Nov. 2024 KINTEX, KOREA

www.amxpo.com

Please submit the signed Booking Form to the Organiser by email at info@amxpo.org

**COMPANY INFORMATION** 

- All information must be completed in ENGLISH.
- Sub-licensing of exhibition space is not allowed.
- Exhibiting company name and product category provided on this Booking Form will be listed on the Exhibitor Digital Showroom and online/printed materials.

. Exhibitor Details			*Replacea	351C WIGH 503111	
Company Name					
Address					
Zip/Post Code		V	Website		
Contact Person		J	ob Title		
Email		Т	Telephone		
Mobile					
Bill to (If difference from above	e)				
Contact Person		J	lob Title		
E-mail		Т	Telephone		
Part 2 BUSINESS DE	TAILS			*Please check	all applicable item
	TAILS			*Please check	all applicable item
Part 2 BUSINESS DE	TAILS  ☐ Smart Factory			*Please check rials / Parts	all applicable item
Part 2 BUSINESS DE					all applicable item
Part 2 BUSINESS DE  Exhibit Profile  Metalworking	☐ Smart Factory	□Importer	☐ Mate	rials / Parts	
Part 2 BUSINESS DE  Exhibit Profile  Metalworking  Business Nature	□ Smart Factory	•	☐ Mate	rials / Parts	
Part 2 BUSINESS DE  Exhibit Profile  Metalworking  Business Nature  Manufacturer Association	□ Smart Factory	•	☐ Mate	rials / Parts	
Part 2 BUSINESS DE  Exhibit Profile  Metalworking  Business Nature  Manufacturer Association Service Provider Others(F	□ Smart Factory  n/Organisation □ Exporter  Please specify):	•	☐ Mate	rials / Parts ☐ Retailer	
Part 2 BUSINESS DE  Exhibit Profile  Metalworking  Business Nature  Manufacturer Association Service Provider Others(F	□ Smart Factory  n/Organisation □ Exporter  Please specify):  ents □ To prome  Korea market □ To meet	· ·	☐ Mate	rials / Parts Retailer	□Wholesaler

3)

### Informa Markets KOAMI Co., Ltd.

1)

Main Building, Machinery Center, 37, Eunhaeng-ro, Yeongdeungpo-gu, Seoul 07238, Korea T. +82-2-369-7800 E. info@amxpo.org W. www.amxpo.com

2)



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Item	Booth Type	Fee	Booth Size	Total
	Raw Space	USD 390/m²	$m^2$ ( ) $\times$ ( )	USD
<b>Exhibition Space</b>	Shell Scheme	USD 480/m²	m² ( ) X ( )	USD
	Premium Stand	USD 600/m²	m² ( ) X ( )	USD
Digital Membership	Mandatory	USD 300/Exhibitor	• Complimentary to exhibitors in 2024 and will be charged from 2025.	

<b>otal Amount</b> (Exhibition Space + Digital Membershi	O	tal	ŀ	\mount	: (	Exhibition	S	Space -	+ [	Digi	ta	ΙN	/lem	bers	hip	))
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USD

\*\*10% VAT is imposed on all countries under the Value-Added Tax Act in Korea except the countries with tax exemption agreements.

Sponsorship Yes, we are interested in sponsoring the Exhibition, please send us details on sponsorship packages.

# Part 4 PAYMENT TERMS

Invoice for the Fees shall be issued by Informa Markets KOAMI in accordance with the table below.

Date of Signing	Invoice Issued	Date of Payment
Before 29 July 2024	signing	50% of total amount within 15 days from the invoice date. Another 50% balance payment due on 30 August 2024
On or After 30 July 2024		100% of payment due on 30th August 2024

Bank Informatio

- Bank Name : KEB Hana Bank(Mangu-dong branch) Beneficiary : INFORMA MARKETS KOAMI CO., LTD.
- Bank Address: 430 Mangu-ro, Jungnang-gu, Seoul 02164, Korea
   SWIFT CODE: KOEXKRSE
- Account Number: 279-910029-90504

Remarks

- By telegraphic transfer in US DOLLARS (to include ALL bank charges including those of the receiving bank)
- Priority for selecting booth location in order of deposit payment

# Part 5 CANCELLATION CHARGES

The Exhibitor may apply for cancellation or reduction of its Exhibition Space by submitting a written notice to the Organiser. A cancellation fee will be
applied to both cancellation and reduction of space and calculated in accordance with the schedule below. In addition, the Exhibitor agrees to delete
company information in the Exhibitor Digital Showroom,

Date of Cancellation	Cancellation Charge to be paid
Before or on 16 August 2024	50% of the total Fees payable under the Booking Form
After 17 August 2024	100% of the total Fees payable under the Booking Form

# Part 6 HOW ORGANISER USES YOUR DATA

Organiser will send you relevant information from AMXPO and other related events, products and services. You can unsubscribe at any time. Organiser will not share your data with third parties for marketing purposes without Your consent. Information that you submit to Organier will be held in accordance with Organiser's privacy policy see 'https://www.amxpo.com/privacy\_eng.do' (Contact the Organiser if you are having trouble accessing the link). We may revise our Privacy Policy at any time without notice by posting a revised version on the link set out above. To stay up to date on any changes, check back periodically. If you have any questions about how we use your information please contact the Data Protection Co-ordinator, databi-hk@informa.com

# Part 7 SIGNATURE BLOCK

- We agree to have and maintain our own valid and adequate insurance cover for the Exhibition.
- We agree that Informa Markets KOAMI Co., Ltd(the "Organiser") will not be responsible for any sundry charges or other payments as set in this Booking Form.
- We agree to comply with the ORGANISER'S SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS and confirm that we have read and understood
  the Statement in clause 5, and we agree to the collection and use of our personal data as outlined in this Statement, including the use and provision of our
  personal data for direct marketing,
- · We confirm that all information provided by us is true and correct.
- \* By signing this Booking Form, the Exhibitor confirms that they acknowledge and accept the above conditions and the signed Booking Form should be submitted to the Organiser by e-mail at info@amxpo.org.

Company Name : Name / Title :

Company Stamp & Signature : Date :

### ORGANISER'S SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- In these Conditions, the following terms have the following meanings:
- 1.1. Booking Form; the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept:

  1.2. Calendar Year: a full twelve (12) month period beginning on January 1 and ending on
- December 31:
- 1.3 Client: the person, company organisation, association or other entity set out in the Booking Form that is purchasing the Package; 1.4. Conditions: these terms and conditions;
- 1.5. Contract: together, these Conditions and the Booking Form;
- 1.6. Data Protection Law: all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Event takes place where any element of the Package is provided and/or where Organizer or Client is established;
- 1.7. Devices: any visitor lead capture application or barcode scanner device; 1.8. Directory: any online product and/or services directory or other listing (whether exclusively
- featuring exhibitors, sponsors and attendees of the Event or otherwise), which may include without limitation, matchmaking functionality; 1.9. Directory Content: all content, materials and other information that is provided by Client and/o its Personnel (whether by uploading directly to a Directory or via any other means) for inclusion
- in a Directory;
  1.10. Event: the exhibition, conference, show or other event organised by Organizer set out in the
- Booking Form; 1.11. Fees: the fees payable by Client for the Package set out in the Booking Form
- 1.12. Force Majeure Event: any event or circumstance arising that is not within Organizer's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster. royal demise, third party contractor/supplier failure, Venue damage or cancellation, industria dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.13 Intellectual Property Rights: trade marks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world:
- 1.14. Manual: any manual, service kit or guide provided to Client by Organizer in respect of the
- 1.15. Marketing Services: any marketing services element of the Sponsorship set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way
- of a promotional campaign);
  1.16. Materials: all content, materials and other information that is provided by Client and/or its Personnel (including, without limitation, Client's name, profile, descriptions of products and/o services, logos, copy, text, photographs, audios, videos, artwork and/or content session data) 1.17. Opening Date: the first date on which the Event is scheduled to be open to members of the
- 1.18. Organizer: Informa Markets KOAMI Co., Ltd
- 1.19. Organizer's Group: Organizer and its affiliates (which shall include any entity whose ultimate
- p arent company is Informa Plc);

  1.20. Owners: the Owners, management and/or operators of the Venue;

  1.21. Package: the Space and/or Sponsorship and/or Directory and/or Device by Client in relation to the Event set out in the Booking Form, as may be updated by the parties from time to time:
- 1.22. Personnel: any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Event;
- 1.23. Reportable Breach; any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, comption of, alteration to or access to personal data; 1.24. Space: any exhibition space allocated to Client set out in the Booking Form;
- 1.25. Sponsorship: any sponsorship and/or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements, Marketing Services
- portunities to sponsor, contribute to and/or deliver content sessions); and

2.1 Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in concessionment of population, a consider of the consideration of the population of a Booking form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Event. (ii) assigned to a particular exhibit hall, section or location within the Venue, and/ or (iii) provided with the actual Package (including, without limitation, the amount of Space and/ or Sponsorship) requested. Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any undates to If these Conditions, no variation or this Contract, including, without initiation, any operates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 3.1 Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees int Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment. Organizer shall be entitled to: (i) refuse Client and its Personnel entry t the Event, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (ii charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of HSBC Limited Seoul, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Organizer takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and pavable in full.
- 3.2. It is the intent of the parties that Organizer shall receive the Fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes shall be paid solely by Client (in addition to the Fees). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Organizer with a vali cing payment. To the extent that a valid certificate is not provided, or to the extent that Organizer is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including without limitation, any amount necessary to "gross up" for withholding taxes levied on the
- 3.3. Client acknowledges and agrees that certain services may be required by the Venue Owners and/or Organizer for the safe and efficient operation of the Event, including, without limitation connection to and consumption of utilities (for example, electricity) and inspection/health and safety auditing of exhibition standshell scheme plans. Such services shall be provided by contractors appointed by the Venue Owners and/or Organizer and it is a condition of this Contract that Client uses such contractors for these services. Rates and charges for such services (Contractor Fees) shall be set out in the Manual or otherwise provided in writing by Organizer prior to the Opening Date. Client is solely responsible for payment of the Contractor Fees directly to each relevant contractor, in accordance with each relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance with such payment

erms. Organizer may at its sole discretion: (i) pay such Contractor Fees itself and recharge Client directly for these, or (ii) deem that Client has committed an irremediable material bread of this Contract and exercise Organizer's rights pursuant to Condition 15.1.

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Venue Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and (iii) the provisions of the Manual, including, without limitation, al operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance nuisance or inconvenience to Organizer, the Venue Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Venue Owners and/or the Event, and/or (iii) cause or permit any damage to the Venue or any par thereof or to any fixtures or fittings which are not the property of Client.
- 4.4. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/ or the Event. Without limitation, Client shall provide Organizer with all information as Organiz may reasonably request in respect of the Package and shall ensure that such information is
- 4.5. Client is solely responsible for obtaining passports, visas and other necessary documentation for entry into the country or territory where the Event is held. If Client and/or its Personn cannot attend the Event due to a failure to obtain such documentation, the Fees shall rema due and payable in full.
- 4.6. Client is solely responsible for obtaining any licences, regulatory approvals, customs clearances order is solver reconstant or documing any increas, regulardy approvers, custins became to or other necessary consents required for Client to participate in the Event and display its exhibits, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.
- 4.7. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, missions or misquotations that may occur.
- 4.8. All unauthorised filming, sound recording and photography of the Event, and all unauthorised prohibited. Client and/or its Personnel agree: (i) to surrender to Organizer or destroy or lemand any material in whatever media recorded in violation of this Condition 4.8. and (ii) that the copyright and other Intellectual Property Rights in any such material shall yest in Organize unconditionally and immediately on the creation of such material.

  4.9. Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film
- sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the Content), Client agrees to make its Personnel aware of such filming, sound recording and photography of the Event. Client acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Collent may have relating to or arising from the Content or its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Event, Client shall notify Organizer in writing.
- dges and agrees that the terms of this Contract (including, without limitation the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third party.

- 5.1. Each party acknowledges and agrees that it is responsible for its own processing of personal Lear I party advantages and agrees use in a responsable or in a form processing or personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of. Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations. under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the sonable details of such Reportable Breach without undue delay, and (i act reasonably in co-operating with the other party in respect of any communications and/o notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co operating with the other party in respect of any response to the same. Organizer collects, uses and protects personal data in accordance with its privacy policy, which can be found
- here: https://www.amxpo.com/privacy\_eng.do 5.2. Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall: (i) keep the Data List confidential and not disclose it to any third party. (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Package, (iii securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) request of year in the asis required by bear indecation. Examination in the sealine, and ury provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Organize while an or any part of a Data List to the extent use it is regardly permitted to do and originates shall not be liable if the volume of personal data provide to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

### 6. Specific terms relating to Space

- 6.1. Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space.
- 6.2. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event Such use shall not constitute a tenancy and Client shall have other rights to, or interest in, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Venue.
- 6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Event. (ii) at all times during the Event to ensure that its Space (and exhibition stand therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/items and other hazards (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the
- closing of the Event.

  6.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. No exhibit will be allowed into the Venue without an official delivery order or customs clearance document relating to such exhibit. The display of any working or moving exhibit must have the prior written approval of Organizer and must only be operated in the presence of persons authorised by Client and/or its Personnel. Organizer reserves the right, without liability and at Client's risk and expense, to remove any exhibit and/or stop any display

- or demonstration which Organizer considers in its reasonable opinion: (i) contravenes any law and/or any applicable industry regulations/standards (including, without limitation, CITES trade regulations or any other standards issued by IUCN), (ii) constitutes counterfeit goods and/or nfringes the Intellectual Property Rights of any third party, (iii) is likely to cause offence, and/or
- (iv) does not otherwise comply with these Conditions.

  Unless the provisions of Condition 6.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and dranes shell scheme branding and dressing. Exhibits and displays should not exceed and uniques, sine scheme, warning and uressing. Exhibits and uspensy smooth not exceed the height of the exhibition stand walls unless written permission has been received from Organizer. Plans for any non-shell scheme Space must be in compliance with the specifications and submitted for approval as set out in the Manual. Organizer reserves the right to order the alteration or removal of any exhibition stand which differs from the approved plan or which does not conform to any of the required specifications. The costs of any alteration and/or removal shall be entirely borne by Client. If such alteration or removal is not made within the time required by Organizer, Organizer may undertake the same at the risk and cost of Client, which shall reimburse Organizer on demand.
- Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of ressing and branding of the Space.
- Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Space. Client shall procure that any Space share and any Space sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Unless otherwise agreed in writing by Organizer, Client shall ensure that at all times during the Event its exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Clie remain wholly liable for the full amount of the Fees.
- 6.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the prior written consent of Organizer. Without limitation to the foregoing, Client is forbidden to bring alcoholic beverages into the Venue without the prior written consent of Organizer (and, if consent is granted, corkage fees may be required).
- 6.9. Except in connection with any Event that is open to consumers and/or with the prior writter consent of Organizer, retail sales (and the delivery of any associated products and/or services)
- 6.10. At such time after the close of the Event as Organizer may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense.
- . Without prejudice to any other right or remedy it may have, if Client and/or any of its Personne is in breach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, safety and/or security of the Event and/or any other attendee of the Event, Organizer reserves the right without liability to close Client's exhibition stand.

### 7. Specific terms relating to Sponsorship (including, without limitation, Marketing Services Client shall; (i) provide Organizer with all Materials within any deadlines specified by Organizer and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and

- 7.2. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulator) authorities), in each case such that Client has the right to make the Materials available to Organizer in connection with the Package without restriction and that they do not breach or origanize in confliction with a reading without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and (vi if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of
- Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur Without limitation to the foregoing. Organizer cannot guarantee any exact colour matches in its incorporation of Materials and any colours used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after receipt. Organizer shall ise its reasonable endeavours to provide the Sponsorship in the size institution and man as specified in the Booking Form, but shall not be liable where reasonable modifications are
- 7.4. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details in connection with the creation of any materials relating to the Event. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event
- cannot reasonably be justified by Organizer.

  7.5. If all or part of the Sponsorship comprises Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliv to Organizer, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Organiz with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresse provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Client shall indemnify Organizer against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Organizer and/or any member of the Organizer's Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 7.5.
- 7.6. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 7, Organizer reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

### 8. Specific terms relating to Directories

- 8.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply. The Booking Form may specify that it is mandatory for Client to purchase a Directory entry in connection with the Event.
- 8.2. The length of time that Client is entitled to have a Directory entry live for, and the extent of its
- coverage within and benefits related to such Directory, shall be specified in the Booking Form.

  8.3. Client acknowledges and agrees that all usernames and passwords used to access any

Directory are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and or its Personnel). Client shall notify Organizer immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding any Directory that comes to its attention

- 8.4 All Directory Content must comply with these Conditions. Organizer reserves the right to An interestry content intest comply will these continuous. Organizer teserves the right to remove any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content
- 8.5. All Directory Content shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Directory Content to the fullest extent permitted by law.

  8.6. Client warrants, represents and undertakes that the Directory Content is: (i) accurate and
- complete, (i) Clent's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Director Content available to Organizer in connection with the Package without restriction and that it does not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that i interioring, unleasing, unleasing, directive, audiore of inducionin, (iv) to it ally lay eligible and use it, does not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Directory Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 8.7. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be unloaded to a Directory). Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Directory Content relates exclusively to Client's own commercial activities.
- 8.8. Without limitation to Condition 16.4. Client shall indemnify Organizer against any loss, damage cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer's Group arising out of or in connection with the Directory Content, including, without limitation, any third party claim regarding; (i) the inaccuracy or incompleteness of the Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights
- relating to the Directory Content.

  8.9. Organizer cannot guarantee that a Directory shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any vinuses or other harmful components. Organizer reserves the inflat any time and for any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of any Directory, (ii) vary the technical specification of any Directory, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns
- 8.10. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products
- and/or services available on or through any other website.

  8.11. Client acknowledges and agrees that use of a Directory shall be further subject to any website. terms of use and/or fair or acceptable use policies indicated on the website on which such 8.12 Without prejudice to any other right or remedy it may have if Client and/or any of its Personnel
- is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of access to coverage within and benefits related to any Directory.

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

### 9. Specific terms relating to Devices

- 9.1. If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the
- 9.2 Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (Device Supplier). Devices enable Client to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require Client to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Devices shall be non-refundable
- 9.3. Client acknowledges and agrees that it shall obtain any required consents from an attendee of
- 3.3. Client acknowledges and agrees tank is laid outsile in yieldige consists from an attended of the Event before using any Devices to scan such attendee's badge.

  9.4. Client acknowledges and agrees that Device Supplier shall host all data collected by Clien. and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Suppli supplier's lettins or use. In particular, Juent acknowledges and agrees that Device Supplier may be disclosing certain data that Client collect using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use.

  9.5. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel
- is in breach of this Condition 9, Organizer reserves the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to
- 9.6. Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Supplier. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, daim or expense suffered or incurred by Organizer and/or any member of the Organizer's Group arising out of or in connection with Devices that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, ho

# 10. Visitor, delegate and Client's Personnel passes

10.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Venue Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. Organize ay refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

### 11. Limitation of rights granted

11. Client's fights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that Organizer may request at any time and for an reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website spe to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/o Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or icence to use or exploit the Intellectual Property Rights of Organizer and/or any member of

12.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of such

- 13. Cancellation and changing the date(s) of the Event by Organizer
  13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organize lers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).
- 13.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12 months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Year this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the navment of the s in accordance with the payment terms stated in the Booking Form
- 13.3. In the event that the Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a to led a any union in the leak. Caerthad read (i), in the dase or all revent into its heat of its behind basis, in the next two (2) calendar Years, it is Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.
- 13.4. Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

### 14 Cancellation by Client

- 4.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.
- 14.2 To the extent that the Booking Form expressly permits cancellation by Client Client ma cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1. Upon any such cancellation by Client, Clien shall pay Organizer such cancellation fees as are stated in the Booking Form. For the purpos of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 13.2.

- 15.1. Organizer may terminate this Contract without liability immediately at any time by writter notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Organizer's Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as o bring itself, the Event and/or Organizer into disrepute. Without prejudice to any other righ or remedy it may have, in the event that Organizer terminates this Contract pursuant to thi Condition 15.1, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the ase may be) of the Fees which shall become immediately due and payable.
- 15.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Event and/or not in Organizer's legitimate commercial interests. (ii) is required by any law or instructed by any financial institution to ease trading with certain individuals/entities and/or in certain geographical locations, and r (iii) decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2. In the event that Organizer terminates this Contract pursuant to this Condition 15.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees owledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 15.2 and all other liability of Organize is hereby expressly excluded.
- 15.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's Personnel from the Event, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organize shall be free to re-sell any aspects of the Package as it shall deem fit.

  15.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of
- either party that have accrued up to the date of termination
- 15.5. Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive

- 16.1. Organizer does not make any warranty as to the Event and/or Package in general, including, rogalize loces for interest any variantly so to the Event and or landage in greens, including, without limitation in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or purchasing any element of the Package, Organizer further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/o services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Even and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a resul of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.
- 16.2. Organizer shall not be liable for any loss, damage, oast, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-building, shell scheme, graphics, freigh shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Venue Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Venue Owners' and/or Organizer's mandated official or recommended contractors are the subject of a separate agreement between Clien and the relevant contractor(s)
- 16.3. Subject to Condition 16.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event. (ii) neither Organizer nor any member of the Organizer's Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (o theft) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party whether (a) or (b) is caused by penlinent ntentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member o the Organizer's Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, howsoeve arising, shall be limited to the total amount of the Fees paid by Client
- 16.4. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer's Group arising out of or in

- connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or on any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law. (iv) where Client receives any Data any uteral by client analot its resolution of any law, inwiter beant received any bala List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Space with any third party pursuant to Condition 6.7, any act or omission of any such Space sharer and/or such Space sharer's
- Personnel. 16.5. Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contrac
- 16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or
- 16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the

### 17. Insurance

- 17.1 Client is required to be adequately insured in relation to its activities under this Contract Creatives to require to the acceptance produced in the Event (move-in through move-out). Without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall itself take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against power labeling insurance and employee analysis to a long in a recognise in size egainst personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policies and receipt(s) for payment of premium on request.
- 17.2. Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing. Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set
- out in the Manual per occurrence or claim. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request. 3. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 17.2 (inclusive) shall apply to any such Space sharer(s) in the
- portions to containous in Terms (a processing space is any sour opens as interest) in the same way as they apply to Client.

  In the event that satisfactory evidence of insurance cover is not provided, Organiser shall be entitled to cancel Client's right of participation immediately (including, without limitation, that of any Space sharer(s)) and Client shall not be entitled to any refund.

18.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

- 19.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

  19.2. From time to time, Organizer, the Venue Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem
- necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expens or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in on incorrelations salies of minorities by clearly and any or its resource along out of or in connection with any matter relating to the Works.

  19.3. Client acknowledges and agrees that Organizer and each member of the Organizer's Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, creat derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footfall, attendee, user or online any plan to their acadegic including, without militation, Level notices, activately experience of the behaviours and usage data relating to any Directory, Devices and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or
- member of the Organiser's Group being entitled to use, repurpose and reproduce the Data o create, develop, sell or otherwise make available products, services or works in any nedia or form (whether physical, digital or intangible) now known or later (which may include, without limitation, incorporating all or any part of any Materials Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products services or works)

operated by Organizer and/or any member of the Organiser's Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i)

and (ii) being the Data). The foregoing shall include, without limitation, Organizer and each

- 19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship
- 19.5. If and to the extent that there is any conflict between these Conditions and the Booking Form
- the terms of the Booking Form shall prevail.

  19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the
- subject matter hereof. 19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Organizer's Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to subcontract any and all of its obligations under this Contract to any member of the Organiser's Group or any third party contractor assisting Organizer with the staging of the Event and/or he facilitation of the Package.
- 19.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or dies provided by law.
- 19.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 19.9 shall not
- affect the validity and enforceability of the rest of this Contract.

  D. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the nt of any other person.
- Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arise pursuant to this Contract or otherwise.
- 19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

### 20. Governing law and jurisdiction

20.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Republic of Korea and the Client submits to the non-exclusive jurisdiction of the Republic of Korea courts for all purposes relating to this Contract and/or the Event.