

# 15 - 17 July 2025

## AsiaWorld-Expo

Asia's Innovative Technology Showcase for the Security, **Building and Electrical Engineering Industries** 



## INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

#### DEFINITIONS

- FINITIONS

  associations, the following terms have the following meanings:
  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 or Sugnatizer may choose in its sed description to accept. Calendar Year: a full lively (12) month period beginning on January 1 and ending on December 31; Calendar Year: a full lively (12) month period beginning on January 1 and ending on December 31; Calendar Year: a full lively end package; Conditions: these terms and conditions; Contitact together, these Conditions and the Booking Form; Contitact together, these Conditions and the Booking Form; Data Protection. Awai alliaws related to data protection and privacy that are applicable toany territory where Organizer or Clientry tocasses personal data, where the Eviet takes place, where any element of the Package is provided and/or where Organizer or Clientry is established. Devices any visitor lead capture application to beroode scanner device; Directory, and the Capture application to beroode scanner device; Directory and the Capture application to retroode scanner device; Directory and the Capture application to retroode scanner device; Directory of the Package and a contractive scanner device; Directory and the Capture application or beroode scanner device; Directory of the Package and the Capture application or his provided by Client and/or its Personnel (whether by uploading decitylo a Directory or vie any other means) for inclusion in a Directory.
- Directory,
  1.10. Event: the exhibition, conference, show or other event organised by Organizer set out in the
- Booking Form:
  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 front within Organizes' reasonable control (including,
  without limitation, openmental requisitions or action inposition of sanctions, embrany, military
  action, acts of terrorism or war, civil commotion or not, epidemic, pandemic, fire, acts of Cod flood,
  drought, earthuage, entural disaster (roy) defense, thing party contractor's supplier failure, Venue
  damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical
  or historical contramination.
- damage or cancellation, industrial dispute, interruption/fallure of utility service or nuclear, chemical or biological contamination).

  1.13. Informa Group includes any entity whose ultimate parent company is informa PLC, 1.14. Intellectual Property Rights trader maris, 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 infellectual property rights or analogous pricity, whether registered or unregistered, that subsist now or in the future anywhere in the world:

  1.5 Manual ray manual, service it or guide provided to Client by Organizer in respect of the Event, as undeated by Organizer from time to time.

  1.6 Marketing Services ary marketing services element of the Sponsociship set out in the Booking From (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional carmanion).

- Form (which may include, without limitation, the distribution of emails to third parties by way of a promotional campaign). 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/or services, logos, copy, text, photographs, audios, wideos, artwork and/or content session data); Opening Date: the first date on which the Event its scheduled to be open to members of the public, Opening Date: the first date on which the Event its scheduled to be open to members of the Peackage. Owners the owners, management and/or operators of the Venue, Package the Open and/or Sponsorish and/or Directory and/or Devices package purchased by Client in relation to the Event set out in the Booking Form, as may be updated by the parties from time to time.
- time to time; Personnel any employee, consultant, agent, other representative or contractor (or any employ consultant, agent, or other representative thereof) engaged or employed by a party in connect with the Event;
- with the Event, Reportable Breach; any breach of security leading to the accidental, unauthorised or unlawful processing of destruction of, loss of corruption of, alteration to or access to personal data; Space any exhibition space allocated to Client set out in the Booking Form; 125 Sponsorship any sponsorship and/or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements). Marketing Services and/or opportunities to sponsor, contribute to and/or deliver content sessions), and
- Venue: the venue at which the Event is to be staged.

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Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client wilb e (i) generatited to exhibit at or otherwise participate in the Event, (i) assigned to a particular exhibit hall, section or location within the Venue, and/or (iii) provided with the actual Package (including, without intellation, the amount of Space and/or Spansorship) requested. Organizer reserves the first to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Organizer to Elicint (whether orth its reselved). Except as set out in these Conditions, no variation of this Contract, including without limitation, any updates 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.

- Tests Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Docking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bark account of her than the bark account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be liable for any loss damage, cost, claim or expense affered or incurred by Client and/or any of the Fees (or any portion which third party fraut, including, without limitation, false change of bank account communications, discribitly the familiary that all continuing the payment of the Fees fill on the liable for any loss damage, cost, claim or expense affered or incurred by Client and/or any of the Fees organizer shall on the count communication only from Client and or any of the Organizer's designated bank account communication only from Client of Arange in Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication onlying Client of antepin Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication onlying Client of antepin Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract of the extent of the Client and the Personnel entry to the Event (i) extense of the same directly by the Organizer shall be entitled to (i) refuse Client and the Personnel entry to the Event (ii) extense of the Acceptance of the Package, and/or (iii) charge interests on such overdus sum from the due date of payment at the annual rate of after judgement. Where Organizer shalles payment of the overdus sum is made, whether before a rate judgement. Where Organizer shalles received the Fees in full and that any; (i) paking and being compounded quarterly until payment of the overdus sum is made, whether before a feet judgement. The test is that Organ

### **CLIENT'S GENERAL OBLIGATIONS**

- ENT'S GENERAL OBLIGATIONS

  Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery artic-comption, trade sanctions, modern slavery and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Owners from time to time in connection with any element of the Package (including, without limitation, invelation to beaths, safely and security requirements, and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein
- therein.

  Therein warrants, represents and undertakes that (i) it has the right, title and authority to enter into Client warrants, represents and undertakes that (ii) it has the right, title and authority to enter into 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.

- Client and its Personnel must not (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or (iii) cause or permit any damage to the Venue orany part thereof orbany/futures offittings which are not the property of Client.

- cause or permit any damage to the Venue crany part threeof ortoanyfutures orfittings which are not the property of Glient.

  Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/for the Event. Without imitation, Client shall provide Organizer with all information as Organizer way reasonably request in respect of the Package and shall ensure that such information is accurate. Other its osally responsible for obtaining passports, vises and other necessary documentation for expective provides the country or tentrop where the Event is held if Client and/ or its Personnel cannot attend the Event dueta a failure to obtain such documentation the Fees shall menui alse and pagable in full. Client is solely responsible for obtaining any ileances, regulatory approvals, customs clearances 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 Client participate in the Event and display its exhibits, including, without limitation, any licences or other promotion in attenties prepared in correction with the Event, and/or (i) displayed not the Event webstrachman in attenties prepared in correction with the Event, and/or (ii) displayed not the Event webstrachman in a prise and a later essonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- with the Event, and/or (i) displayed on the Event wester. Almough urganizer shall be reasonated as a reasonate as reasonat

- Vigalace and clear ductor lates that it is responsible for its own processing of personal data in connection with this Contract, including without limitation, any processing of personal data in connection with this Contract, including without limitation, any processing of personal data in connection with this Contract, including without limitation, any processing of personal data in comparison to a Data Lat Is deed friend in Condition \$20] and, where applicable the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EQUIDITED). Each party shalf of long hypocoses providing such information and assistance as the other party may reasonably request to enable the other party to comply withis obligations under Data Protection Law, and (ii) actressorably in providing such information and assistance as the other party may reasonably request to enable the other party to comply withis obligations under Data Protection Law, and (ii) actressorably in order of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shalf, ii) provide the other party to enable the contract of the party to enable the contract of the party to enable without unducted belay and (ii) actressorably may be party with the contract of the Reportable Breach relating to the processing of personal data in connection with this Contract, it shalf, ii) provide the other party in respect of any data subjects and/or supervisory authorities in respect of the Reportable Breach if either party reviewes any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shalf, ii) provide the other party in respect of any response to the resonably in oro-operating with the other party in respect of any response to the secondary in order to the part of the party and the party in respect of any response to the response to the response by not operating with the other party in respect o

### SPECIFIC TERMS RELATING TO SPACE

- Cognizer 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 obsign 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. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event. Such use shall not consist that a storage and Client day laws on other eight to construct in this value.

- in respect of the Space. Organize premits Client to use the Space for the purpose of displaying exhibits at the Event. Such use shall not constitute a ternancy and Client shall have no other rights to, or interest in, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall the premitted no conduct business from the Space and shall not (nor shall the premitted nor other presents) and the space and shall not constitute a term of the space and shall not constitute a term of the space and shall not constitute and shall be shall
- or any third party, (iii) is likely to cause offence, and/or (iv) does not otherwise comply with these Conditions.

  In the Space, including without intellation, nodes a stand or similer construction, pieze and drapes, shall be conditionally any standard provided the standard similer construction, pieze and drapes, shall scheme branding and dessing. Exhibits and displays should not exceed the height of the exhibition stand walls unless written permission has been received from diganizer. Plans for any non-shall scheme Space must bein 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 form the approved plan or which does not comfortion any of the required spot positions. The costs of any alteration and/or removal shall be entirely borne by Client. If such alteration or moraval is not made within the time required by Organizer on demand. Organizer shall be sented to the same at the risk and cost of Client, which shall reimburse Organizer on demand. Organizer shall be expossible for sestinguing a pre-bull booth for Client in the Space (to include modular stand or similar construction, pieze and drapes and shell scheme) only where it has expressly agreed to do so in the Booting Form. Client a solid responsible for the same and the standarding 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 and any Sp

- sharing arrangement, Client shall itself 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 witten consent of Organize Without initiation to the Teogoing, Client is footided no bring alcoholic beverages into the Venue without the prior written consent of Organizer (and, if consent is
- beverages into the Venue without the prior written consent of Organizer (and, if consent is granted, corfuge fees may be required)

  6.9. Except in connection with any Event that is open to consumers and/or with the prior written consent of Organizer, relail sales (floor the delivery of any associated products and/or services) are not permitted on the Event Sorganizer may specify, or on any earlier termination of this Contract, all earlibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean notine and in such conditions initially provide to Client. Any Client properly remaining after such time shall be considered abandoned and may be very contempt or otherwise disposed of by Organizer at Client's risk and expense.

  6.11. Without prejude to sany other right or remedy it may have, if Client and/or any of its Personnel is inbreach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, salety and/or security of the Event and/or any other stateled of the Event, Organizer reserves the right without liability to close Client's exhibition stand.

# 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 injust to refuse to principulation or the view use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and

- and (i) comply with Organizer's specifications and technical requirements in relation to all Materials in Client foces on, Organizer reserves theright 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 apable in full).

  Client warrants, represents and undertales that the Materials are (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner of the Tiber than any other applicable clearance, consent, approval, licence or permission from any relevant third party (including without limitation, the copyright owner andany regulatory authorities), in each case such that Client has the right to make the Materials available to Organizer in connection with the Peachage without restriction and that they donot breach or infringe anyone elses rights (including, without limitation, the Intellectual Property Rights of any third party), (ii) not in any wy defamatory, licellous, obscere, mension, thresterion, offersive, abusive or fraudulent (iv) not in any way illegal and that they do not contravene any law or incide or encourage the contravention of any law (i) not and my impriser or interfere with Organizer's use of the Materials in connection with they origin of the Package, and (iv) if provided in digital form, free from any viruses and any other malware or corrupting elements of any find and that they shall not assess any active and any office any office and any office and any office and any office and any off
- un in sundition / b.
  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.

### SPECIFIC TERMS RELATING TO DIRECTORIES

- ELIFIC I EKMIS RELA I ING TO DIRECTORIES

  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.

  The length of the 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. Client adomously degree and agrees that all userames 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 userames and/ or passwords (whether or not such use was authorised by Client and not be Personnel). Client shall notify Organizer immediately of any unauthorised use of any userames and/ or passwords or any other breach of security regarding any Directory that comes to its attention.

- Personnel, Client shall notify Organizer immediately of any unsulthorised use of any users manes and/or passwords or any other breach of security regarding any Directory that comes to its attention.

  All Directory Content must comply with these Conditions. Organizer reserves the right to emose any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall sense that the Directory Content shall be integrated by the country and compliance with law of any Directory Content shall be integrated by the country and compliance with law of any 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. Client waives any moral rights in the Directory Content to the fullest extent permitted by law. Client warrants, represents and undertakes that the Directory Content is (i) accusted and complete, (ii) Client's own original work (of which Client is the copyright owner of that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without imitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Directory Content variables to Organize in connection with the Poologue without restriction and that it does not breach or infining anyone elses nights (including, without imitation, the Intellectual Property Rights of any third party), (iii) not in any way relearantory, belleaus, obscienc, menaoing, threatening offensive, abusive or fraudulent, (iv) not in any way life and that it does not breach or infining anyone elses nights (including, without imitation with the through or any client shall be a considered or any law of any
- without limitation to Condition 16.4 Client shall indemnify Organizer against any loss, damage, cost, daim or expense suffered or incurred by Organizer and/or any member of the Informa



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# INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

Group arising out of or in connection with the Directory Content, including, without limitation, any

- usuay airsing out or or in connection with the Unectory Content, including without limitation, any intring 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. Organizer cannot guarantee that a Directory shall operate continuously, securely or without interruption and forganizer does not accept any lability for its temporary invariability or for any visuses or other harmful components. Organizer reserves the right at any time and for any reason to limit of make alterations and/or corrections to, suspend and/or discontinue any sepect 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.
- Clients and its retsorries access to any unecony for the purposes of maintenance, upgrace or addressing any security concerns.

  8.10. Organizer doesnot endorse or accept any responsibility fortheuse of, or content on, any other website linked or referenced within any Directory and Organizer shall not be lable for any loss, damage, cost, daim 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 or through any other website.

  8.11. Clienta/konwedges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use polioies indicated on the website on which such Directory is hoster!
- hosted.

  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 islability 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.

#### SPECIFIC TERMS RELATING TO DEVICES

- PecCIFIC TERMS RELATING TO DEVICES

  If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that this mandatory for Client to order Devices for use at the Event. Client adviced ges 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 in the require Client to device supplier for the advices provided by Organizer's nominated third party supplier Device Supplier's Devices enable Client to engage with the lead capture services in the require Client to the provided by Organizer's most fuse, 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 cerecises any right to terminate Clients use of the lead capture services but were that Device Supplier cerecises any right to terminate Clients use of the lead capture services but such a terms of use, all Fees paid by Client in respect of the Devices shall be nonrefundable.
  Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.
  Client acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use.
  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 the Personnel and are immediately returned to Device Supplier's instructions. Client acknowledges and agrees that allowed sear provide the Organizer for the purposes set out in Device Supplier and any terms of the activation of the personnel and are immediately returned to Device Supplier in structions. Client and/or any

### VISITOR, DELEGATE AND CLIENT'S PERSONNEL PASSES

Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organize/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 Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel or request at the Event. Organizer may refuse entity to any preson without a valid pass. Passes are only valid in the name of the person to whom they are issued.

### LIMITATION OF RIGHTS GRANTED

AITATION OF RIGHTS GRANTED

Clients rights 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 any reason that 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 specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the prior written consent of organizer shorting in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Informa Group.

### CHANGES TO THE EVENT

2.1. Notwithstanting 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 flours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be brinding on both parties provided that the Package shall be amended as Organizer considers necessary to take account of such changes.

# CANCELLATION AND CHANGING THE DATE(S) OF THE EVENT BY

- 13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any
- 13.1. Urganizer 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 Mejuerre Device over that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).
  3.2. 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 Vear (fine for contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event to full business of the Event to the Calendar State (in the Calendar State). 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
  - Client from the payment of the Fees in accordance with the payment terms stated in the Booking
- 13.3. In the event that the Event is cancelled ands 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 biemial basis, in the next two (2) Calendar Years). Hos Contract shall terminate without liability provided that, clients 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
- 13.4. Clent 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.

## CANCELLATION BY CLIENT

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 may cance To use when was use counting rours expressly permits cancellation by Client, Client may cancel the Package or written notice to forganize, except where Organizer has the right to terminate this Contract under Condition 151. Upon any such cancellation by Client, Client shall pay Organizes such cancellation fees as are stated in the Booking Form. For the purpose 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.

#### TERMINATION

- TERMINATION

  15.1. Organizer may terminate this Contract without liability immediately at any time by written 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 Informa Group and either the breach is immediable or Client fact and any member of the Informa Group and either the breach is immediable or Clienthan to trended 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 to the breach to be remediably sufficient time prior to the Opening black 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 to bring itself the Event and or Organizer into disreptive. Without prejudice beany other right or remeryly irray/have, in the event that Organizer index elsew. Without prejudice beany other right or remeryly firm by have, in the event that Organizer index elsew. Without prejudice to this Condition 15.1. Organizer shall be tentitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and prejudice.

  152. Organizer may terminate this Contract without liability immediately due and primate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading with certain individual/scrittles and/or in certain geographical locations, and/or ill elections to contract the ordinary and the provision of the Package to Client in and the about the Condition 15.2 and and obes not wish for this Contract of to continue in full force and effect pursuant to Condition 13.2 and and other liability of cog

#### LIABILITY AND INDEMNITY

- LIABILITY AND INDEMNITY

  In Organizer does not make any warranty as to the Event and/or Package in general including, without imitation in relation to (i) the presence, absence or location of any enhibitor, sponsor or attendee of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the event of routionnel (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or unchasing any element of the Package. Organizer further does not make any warranty as to (a) the condition of the Veruce any sufficient she transprovince for use atthe Veruce, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Evenge as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertaktions relating to the Event and the Package that are not expressly stated herein.

- achieve as a result of any match-making initialities, transactions or other deals/arrangements with such other exhibitors, soprosis or attendese. Except as set out in these Conditions to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertaking relating to the behalf and the prosession of the the several multiple and the prosession of surgices of the control of the prosession of the liable for any loss, damage, cost, claim or expense streted or incurred by Client androic any of its Pessannel 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 tillies, AM security rooms/cloakorous, inspection/health and safety auditory of exhibition stand/shell scheme plans, stand-building, shell scheme graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without Intrination to the foregoing Client acknowledges and agreess that services provided to Client by the Owners's and/or Organizer's manidated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contraction in and/or presence at the Event, (ii) neither Organizer on any member of the Informa Group shall be liable for any (a) Indiest, consequential, special, included and purplies loss or change, to a facult or articipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or compition of data or any other type of economic loss or damage, or (s) loss (or thelf) of injury to liness of or damage to the person, properly and effects of Client and/or any of the Personnel and/or any third party whether (a) or (b) is caused by negligence, intentional act, accident, act of Good or otherwise, and (iii) Organizer's cand any member of the Informa Group's Imamu
- Fees under this Contract.

  16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited.
- 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 provider of the Package.

### INSURANCE

- Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Exhibition (move-in through move-out) and any changes to the Exhibition that may be made in accordance with these Conditions. Without limitation to the foregoing, Client shall take out and maintain at all times General Liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than HKS16,000,000 per occurrence or claim. If Client cannot provide satisfactory evidence of such insurance cover, Organizer shall be entitled to cancel Client's right of participation immediately and Client shall not be entitled to any refund.
- cover, organized stant the entitued to various clients right to participation infiniteliately and Client shall not be entitled to any refund.

  17.2. To provide Client with this level of cover and further additional covers, Organizer has arranged for Client to be covered under its insurance policy for a participation fee. An 'Evidence of Insurance as an Exhibitor' document, summarising the cover provided, will be issued by email when payment of the Insurance Participation Fee is made with Client's invoice. Please note payment of the Insurance Participation Fee must be made before the Exhibition commences The standard limits under this insurance policy are:

Cover Headings Standard Limits Brief Summary of the Cover

Client Expenses HKD 200,000

Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment postpone-ment or removal to alternative premium control of the control of th

Client Property HKD 200.000

Physical loss of or damage to property for which

ral Liability HKD 16,000,000

Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Venue.

- Full terms and conditions of the insurance policy are available on request.

  17.3. If Client believes it already has adequate General Liability cover in place, Client will receive email instructions as to how this can be uploaded onto InEvexoo Ltd's portal. This will then be reviewed by InEvexco Ltd. which is a specialist insurance broker that administers Organizer's insurance.
- 3.4. Please do not send any insurance.
  17.4. Please do not send any insurance documentation to Organizer. A full specimen insurance policy wording, showing the terms, conditions and exceptions of the cover is available from InEvexoc Ltd via its website: www.inevexoc oc.uk/event-exhibitionorganisers. Organizer strongly recommends that Client reads the insurance policy wording as some exclusions apply. This service is provided on a non-advised basis and Client should make sure that the minimum limits are sufficient for its needs. If
- and client should make suite the minimum inimus are suited in in initials and client should not in initials. In Client has any questions about the insurance policy, Client can speak with Organizer's Hong Kong insurance broker, M G Geraphty, on 4852 2877 8006.

  17. Organizer accepts no liability in contract, tort, regiglience, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose and/or access to and/or provision of the insurance policy by Inference Ord. Organizer has no responsibility to Client for, and hereby disclaims all liability arising from, the acts and omissions of Inference Ltd and any third parties required to provide the insurance policy and related sources bereath.
- required to provide the insurance policy and feated services hereunder.

  17.6. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 17.5 (incluse) shall apply to any such Space sharer(s) in the same way as they apply to Client.

#### SUSTAINABILITY

18.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its organizer stries to entire entire the part of an executive at the textury of conducting the 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).

#### **GENERAL**

- 19.1. Organizer reserves the right to refuse any person entry to the Event or to remove any
- Urganizer reserves the ingrit to refuse any person entry to the Event or to remove any person from the Event at any time. From time to time, Organizer, the 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, expense or inconvenience suffered or incurred by Client and/or any of the Decreamed alterial and of the decreaming the support of the control of the control
- they deem necessary (works), urganizer shail not be laute to raily oben messary (works), urganizer shail not be laute to raily of sea, coast, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of orin connection with any matter relating to the Works.

  19.3. Client acknowledges and agrees that Organizer and each member of the Informa 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, create 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 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 operated by Organizer and/or any member of the Informa 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 member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (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). and/ or its Personnel into such products, services or works)

- and/ or its Personnel into such products, services or works).

  19.4 Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

  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 peeper the solvier matter benefit
- 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 toany member of the Informa Group and the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Organizer with the staging of the Event and/or the 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 de any rights or remedies provided by law.
- or inis contract. The fights and remedies 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 toor objective the relevant provision shall be deemed deleted. Any modification toor objective to rest of this Contract.

  19.9 shall not affect the validity and enforceability of the rest of this Contract.
- 19.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights 19.10. Unless it is expressly stated orderwise, this Contract Oxe on or queries to any fights 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 consent of any other person.
  19.11. 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 arises 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 bein writing (which includes, without limitation, e-mail).

### **GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR and the Client submits to the non-exclusive jurisdiction of the Hong Kong SAR courts for all purposes relating to this Contract.