A. General Terms & Conditions

1. DEFINITIONS

In these Terms & Conditions the following words and expressions shall have the following meanings:

Artificial Intelligence or AI shall mean any machine-based system, software, algorithm or technology that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness, and that infers from the input it receives how to generate outputs such as predictions, content, recommendations, or decisions, including but not limited to machine learning models, large language models, generative AI systems, and automated decision-making systems.

Attendee shall mean any individual who attends the Exhibition, including but not limited to buyers, visitors, guests, and any other person present at the Exhibition Venue during the Exhibition or any build-up or breakdown period.

Barter shall mean any exchange of goods and services between REL and the Participant.

Booth shall mean a specific floor area of the 'Exhibition Venue' which has been contracted to an Exhibitor, including both "Space only" Booths (which are solely a specific floor area) and "Shell Scheme" Booths (as defined below).

Booth Coordinator shall mean any employee or agent appointed by the Exhibitor to coordinate the Exhibitor's participation at the Exhibition.

Booth Partner shall mean any business, company, organization, partnership, firm or individual with whom the Participant has agreed to share the Exhibition Space at the Exhibition.

Confidential Information shall mean all information (whether written, oral, visual, electronic or in any other form) disclosed by or on behalf of REL to the Participant, or otherwise obtained by the Participant in connection with the Contract or the Exhibition, which is by its nature confidential or which is identified as confidential at the time of disclosure.

Contract shall mean the Contract for Exhibition Participation between REL and the Exhibitor or Participant which incorporates these Terms & Conditions.

Exhibition shall mean IMEX Frankfurt 2027.

Exhibition build-up completion date and time shall mean Monday May 10, 2027, at 7:00 pm.

Exhibition breakdown commencement date and time shall mean Thursday May 13, 2027, at 6:30 pm.

Exhibition commencement date shall mean Tuesday May 11, 2027.

Exhibition Space shall mean any Booth, display or other area defined in the Contract.

Exhibition Venue shall mean Hall 8 and Hall 9, Messe Frankfurt, Germany.

Exhibitor shall mean any business, company, organization, partnership, firm or individual to whom a Booth has been allocated for the purpose of exhibiting. All Exhibitors are also Participants.

Exhibitor Appointed Contractor ('EAC') shall mean any company other than the designated General Service Contractors that provide services on the show floor at any time during build-up, Exhibition dates or breakdown.

Exhibitor Manual shall mean the online manual prepared by Show Management setting out practical aspects of participation and of the Exhibition.

General Service Contractor shall mean the Contractor appointed by REL to perform necessary exhibition services and provide rental equipment at the Exhibition.

Landlord shall mean the owners and management of the appointed Exhibition Venue, its employees, or agents.

Participant shall mean any business, company, organization, partnership, firm, Exhibitor, or individual who is named as such in this Contract and has been accepted for participation in the Exhibition by Show Management.

Participation Fee shall mean the amount payable by the Participant under the Contract, excluding any applicable VAT and taxes.

Show Management shall mean REL and includes all employees and agents of REL.

REL shall mean Regent Exhibitions Limited, a company incorporated in England and Wales (registration number 04244004) having its registered offices at 113-118 Davigdor Road, Hove, England, BN3 1RE.

Shell Scheme Booth is a specific floor area and appropriate shell scheme construction (walls, carpet and fascia board).

Unforeseen Event means anything outside the reasonable control of REL or Show Management, the Landlord and/or the Participant, including but not limited to, acts of God, adverse weather conditions, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, notifiable disease, quarantine restriction, labor dispute, labor shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals, failures to approve, sanctions or other authorizations or restrictions imposed) of any government or government agency, cyber-attack, ransomware, system failure attributable to malicious software, or any failure or malfunction of AI systems or technology.

Venue Terms means all rules, regulations, policies, terms and conditions of access, health and safety requirements, and operational procedures of the Exhibition Venue and the Landlord, as may be amended from time to time and notified to the Participant.

2. PARTICIPATION

a) All Participants must complete, sign and return the Contract to Show Management. By signing the Contract, the Participant accepts these Terms & Conditions.

b) Upon acceptance, REL will issue an Exhibition Participation Confirmation Notice which creates a legally binding Contract between REL and the Participant.

c) Booth participation includes inclusion in the online Exhibitor Directory for the Booth Coordinator and Booth Partners, Exhibition Space cleaning, and use of the overnight storage facility.

d) Where the Contract includes any provisions that conflict with or are additional to these Terms & Conditions, the terms

of the Contract shall prevail.

e) Exemptions from any of these Terms & Conditions may only be granted at Show Management's discretion. No exemption given by Show Management will be effective unless it is in writing and signed by a duly authorized representative of REL.

f) All Participants at the Exhibition are required to adhere to and comply with the Terms of attendance at IMEX Group Events which can be found in section 3 at **www.imexevents.com/our-legal-terms.** The Participant acknowledges that it has read, understood and agrees to be bound by such Terms.

g) The Participant shall comply with all terms and conditions, policies, procedures, and regulations relating to access to and use of the Exhibition Venue, as notified by the Landlord, or REL, including any security requirements, health and safety protocols, and access restrictions and all Venue Terms.

3. PARTICIPATION FEE AND PAYMENTS

a) **Participation Fee**

i. the Participation Fee is set out in the Contract. It does not include any Booth fitting within the Exhibition Space, unless otherwise specified and agreed.

ii. REL is registered for VAT in the UK and Germany and may be required to add UK VAT or German VAT to the Participation Fee, in accordance with UK and German VAT regulations.

b) **Conditions of payment**

i. once the Contract is signed, an invoice will be raised which is payable within thirty (30) days of the invoice date, if the invoice is raised on or before March 14, 2027, or due immediately if the invoice is raised after March 14, 2027;

ii. all payments under this Contract should be made in Euros (EUR);

iii. under no circumstances will the Exhibitor be permitted to erect or occupy a Booth if the Participation Fee has not been paid in full;

iv. interest may be charged on any payments still outstanding after the due date on the invoice at a rate of 2% per month;

v. the acceptance by REL of a payment with an application does not constitute acceptance of the application or grant of permission to exhibit. If an application is denied, a full refund of any payment will be made;

vi. the Participant agrees that if a Booth of greater size is selected, assigned or allotted to it at its request or with its consent, it will promptly pay the additional amount required;

vii. if full payment is outstanding when the Online Appointment Schedule for buyers attending IMEX Frankfurt becomes available (approximately four (4) weeks before the Exhibition), REL reserves the right to withhold access to these online tools until confirmation of payment has been received;

viii. if full payment has not been received two (2) weeks prior to the Exhibition commencement date, REL reserves the right to delay or cancel the construction of the Booth which may affect the Exhibitor's ability to exhibit.

c) **Barter transactions**

i. for any Barter transactions , both a sales and a purchase invoice will need to be exchanged for the value of the barter, in order to comply with applicable VAT and accounting regulations;

ii. if the barter is not balanced and a net amount is due to REL, this must be paid to REL at least two (2) weeks before the Exhibition commencement date.

4. PARTICIPANTS' INSURANCE AND LIABILITY LIMITATIONS

a) Each Participant is responsible for obtaining and maintaining, at their own expense, appropriate levels of insurance to cover their attendance at and participation in the Exhibition throughout the duration of the Contract. Such insurance shall be placed with reputable insurers of good financial standing and shall remain in force throughout the period of the Exhibition including the construction and dismantling periods.

b) **Public Liability insurance**

i. Participants with Exhibition Space must take out and maintain public liability insurance providing a minimum indemnity of two (2) million Euros (EUR) or local currency equivalent for personal injury, death or property damage in any one (1) occurrence and in the aggregate for the duration of the Exhibition including the construction and dismantling periods;

ii. the Participant's insurance shall cover the indemnification obligations of the Participant under the Contract, these Terms & Conditions, or elsewhere. The Participant is required to indemnify and hold harmless Show Management, the Landlord and the Exhibition Venue and their respective directors, officers, employees and agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits, in respect of each and every claim and all actions, proceedings, costs, claims and demands in respect thereof, except as caused by REL's negligence or willful misconduct.

c) **Property insurance:** Participants are advised to have in place property insurance for their exhibits and display materials as they deem appropriate and in accordance with these Terms & Conditions.

The Participant understands and acknowledges that neither REL, the Exhibition Venue, the Landlord nor the General Service Contractor maintains insurance covering the Participant's property and it is the sole responsibility of the Participant to obtain such insurance. REL shall have no liability whatsoever for any loss of or damage to the Participant's property, exhibits, equipment or materials howsoever caused, except to the extent caused by REL's negligence or willful misconduct.

d) **Cancellation insurance:** Participants are advised to obtain insurance against the Exhibition being abandoned, cancelled, postponed or curtailed. Subject to Clause 9(a), REL shall not be liable to the Participant, or their agents or employees
in respect of any actions, claims, losses, costs or expenses suffered or incurred by the Participant as a result of the Exhibition's cancellation, postponement, curtailment or abandonment or the inability of the Participant to attend, howsoever arising.

e) **Booth construction insurance:** Booth construction companies engaged by Participants must have their own separate insurance cover providing a minimum indemnity of two (2) million Euros (EUR) for the duration of the construction and dismantling periods. The Participant shall be responsible for ensuring that any such contractor maintains adequate insurance and shall indemnify REL for any loss or liability arising from the contractor's failure to maintain such insurance.

f) **Proof of insurance:** Participants must provide written proof of their insurance cover to Show Management upon request and in any event no later than four (4) weeks prior to the Exhibition commencement date. Such proof shall include certificates of insurance evidencing coverage amounts and, policy periods. If adequate proof of insurance has not been provided by two (2) weeks prior to the Exhibition commencement date, REL shall have the right to either take out appropriate insurance cover and invoice the Participant for the insurance cover, without prejudice to any other rights or remedies available to REL, or terminate the Contract immediately upon written notice to the Participant.

g) **Subletting Exhibition Space:** Where Participants sublet part of their Exhibition Space, it is the responsibility of the Participant to ensure all parties have public liability insurance providing a minimum indemnity of two (2) million Euros (EUR) on such policies. The Participant shall indemnify REL against any claims, losses, costs or expenses arising from any failure by sub-occupiers to maintain adequate insurance.

h) **Limitation of REL's Liability for Insurance Matters:** Subject to Clause 9(a), REL shall not be liable to the Participant for any loss, damage, cost or expense arising from or in connection with the adequacy, scope, terms or conditions of any insurance arranged by the Participant. It remains the sole responsibility of the Participant to assess and ensure that its insurance arrangements are adequate for its needs.

5. REL'S RIGHTS TO TERMINATE THIS CONTRACT

a) **Failure by the Participant:**

i. if any Participant fails to observe or perform any material provision of the Contract, or commits a material or persistent breach of any provision of the Contract ('Breach'), Show Management shall have the right to terminate the Contract by giving notice in writing to the Participant, if the Participant does not cure the Breach within two (2) days of receipt of written notice from Show Management (or a reasonable shorter period if the Breach occurs during the Exhibition);

ii. if termination of the Contract takes place after the Exhibition commencement date, the exhibits of the Participant will be removed from the Exhibition Venue and the Participant will not be entitled to access the Exhibition;

iii. REL shall be entitled, if necessary, to remove and deliver such exhibits and property (at the expense of the Participant) to the Participant's address stated in the Contract;

iv. in the event of termination under this Clause 5(a), all Participation Fees shall be forfeited to and retained by REL;

v. in the event of termination under this Clause 5(a), the Participant's liability to REL shall not be limited to the total Participation Fee set out in the Contract and may include any and all losses, costs, damages and expenses suffered or incurred by REL as a result of the Participant's failure to observe and/or perform the Contract, subject to Clause 9 of this Contract.

b) **Bankruptcy of the Participant:**

If a Participant is declared bankrupt, files a voluntary petition in bankruptcy, makes or executes an assignment for the benefit of creditors, is liquidated or dissolved, or a receiver, trustee, liquidator, or other judicial representative is appointed for its property, the Contract with the Participant shall terminate. The Participation Fee shall be forfeited and the balance of monies due shall be payable as cancellation Participation Fees in accordance with Clause 6. Such termination shall be without prejudice to any claim of REL against the Participant in respect of any prior breach.

6. PARTICIPANT'S RIGHT TO CANCEL THE CONTRACT

a) Where the Participant seeks to cancel their Exhibition Space after an Exhibition Participation Confirmation Notice has been issued, then provided that the Participant is not in breach of any of its obligations under this Contract, and unless otherwise agreed in writing between the parties, the following cancellation provisions will apply.

i. from date of booking, up until nine (9) months prior to the Exhibition commencement date, REL will retain 10% of Participation Fee paid or payable;

ii. between nine (9) months and six (6) months prior to the Exhibition commencement date, REL will retain 50% of Participation Fee paid or payable;

iii. between six (6) months and the Exhibition commencement date, REL will retain 100% of Participation Fee paid or payable.

b) Where the Participation Fees have not yet been paid by the Participant, REL shall be entitled to be paid such cancellation Participation Fees, within seven (7) days of the date of cancellation.

c) Where the Participant has already paid the Participation Fee, the Participant shall be entitled to a refund up to the amount of the cancellation fee detailed above.

d) The Participant acknowledges that where cancellation of an Exhibition Space under this Clause 6 takes place, the cancellation provisions detailed in this Clause 6 are the sole and exclusive remedy available to the Participant under this Contract, or otherwise.

7. EXHIBITION CANCELLATION

a) REL shall have the right to abandon, cancel or suspend the Exhibition in whole or in part if there is likely to be, in REL's reasonable opinion, insufficient participation in and support for the Exhibition.

b) In such circumstances, the decision of REL shall be final.

c) In the event of such an abandonment, suspension or cancellation, the Participant shall be entitled to be refunded any Participation Fees paid by them to the date of cancellation, but Show Management shall not be further responsible to the Participant in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Participant as the result of the abandonment, cancellation or suspension of the Exhibition.

d) Show Management's obligation to perform in accordance with the Contract will be suspended if Show Management decides, in good faith, the Exhibition is to be cancelled, relocated or postponed to another date because:

i. the Exhibition Venue becomes unfit or unavailable for occupancy or shall be substantially interfered with, or;

ii. where the holding of the Exhibition or ability to access the country where the Exhibition is held is prevented or interfered with by the occurrence of an Unforeseen Event, and/or;

iii. Show Management decides, in good faith, that the Exhibition cannot go ahead at the planned time.

e) In such an event, Show Management shall inform the Participant of such occurrence and its decision to cancel, relocate or postpone the Exhibition as soon as practicable after the Unforeseen Event, and:

i. if Show Management decides to cancel the Exhibition, the Participant shall be entitled to a refund of any Participation Fees paid to the date of cancellation, or;

ii. if Show Management decides to relocate or postpone the Exhibition, it shall provide details to the Participant as soon as practical. The Participant may elect to either:

1. terminate the Contract, and the Participant shall be entitled to a refund as if Show Management had cancelled the Exhibition; or
2. accept Show Management's modified location and/or dates for the Exhibition, and the Contract shall continue in full force with such modified terms.

f) Where the Participant's ability to access the country where the Exhibition is held, and/or the Participant's ability to attend the Exhibition is prevented or interfered with by the occurrence of an Unforeseen Event, then the Participant's obligations under the Contract can be suspended. The Participant should inform Show Management of its decision to terminate the Contract as soon as practicable after the Unforeseen Event.

g) If the Participant decides to terminate the Contract pursuant to Clause 7(f), the Participant shall be entitled to a refund of any Participation Fees paid by them to the date of cancellation. REL shall not be further responsible to the Participant in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Participant.

8. SAFETY AND SECURITY

a) All applicable local, national and international laws shall be observed by the Participant during the Exhibition, including during build-up and breakdown periods.

b) The Participant shall observe and comply with all safety regulations, policies and procedures of the Landlord and the Exhibition Venue, all directives issued by security personnel, Show Management's personnel, emergency services, and any relevant public authorities.

c) The Participant shall be liable for all damage to persons or property, all economic losses, and all claims, costs and expenses which have been caused by or arise from its Booth construction (other than where this is done by the General Service Contractor), booth equipment, exhibits, products, services, demonstrations, and any acts or omissions of its employees, agents, contractors or representatives.

d) The Participant shall obtain all required permits, licenses, authorizations and approvals prior to the Exhibition commencement date and have them available for inspection by Show Management, the Landlord, or any relevant authority upon request. The Participant shall be solely responsible for ensuring compliance with all such requirements and REL shall have no liability for any failure by the Participant to obtain necessary permits or approvals.

e) Show Management will provide security during the construction and dismantling times as well as throughout the duration of the Exhibition. Notwithstanding such provision, REL shall not be liable for the loss, theft, damage or destruction of any Participant's property, exhibits, equipment, or materials howsoever caused, and the Participant acknowledges that it is solely responsible for the security of its own property and shall maintain adequate insurance in accordance with Clause 4.

f) The Participant shall not bring into or use at the Exhibition Venue any prohibited items, hazardous materials, dangerous goods, or any items or substances that may pose a risk to health, safety or security, except with the prior written consent of Show Management and in compliance with all applicable laws and regulations. REL reserves the right to inspect Exhibition Space and to remove any prohibited items at the Participant's expense.

9. LIABILITY AND INDEMNITY

a) Nothing in these Terms & Conditions seeks to limit or excludes any liability for the following:

i. death or personal injury caused by its negligence or the negligence of its employees, agents, or subcontractors;

ii. any breach of obligations of confidentiality under the Contract or applicable law;

iii. any infringement or alleged infringement of third party intellectual property rights;

iv. any breach of applicable data protection or privacy laws including but not limited to the UK GDPR, the Data Protection

Act 2018, and any equivalent laws in any jurisdiction;

v. any breach of applicable health and safety laws, regulations or requirements;

vi. any willful default, willful misconduct, fraud or fraudulent misrepresentation;

vii. any amounts payable under any indemnity contained in the Contract;

viii. any other liability which cannot lawfully be excluded or limited.

b) Subject to Clause 9(a) above, neither party shall be liable to the other party, whether in tort (including negligence), contract, breach of statutory duty, or otherwise arising under or in connection with these Terms & Conditions for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and any indirect, special or consequential losses, howsoever arising.

c) Capped Liability: Subject to Clauses 9(a) and 9(b), each party's total aggregate liability (whether in contract, tort, breach of statutory duty or otherwise) under or in connection with these Terms & Conditions shall be limited to the Participation Fees paid or payable in each Exhibition year under these Terms & Conditions.

d) Each party (in such instance, the "Indemnifying Party") assumes responsibility and agrees to indemnify, defend and hold harmless the other party and its respective affiliates and their respective directors, officers, agents and employees (in such instance, the "Indemnified Parties") from and against any and all third party claims, actions, proceedings, costs, losses, damages, liabilities or expenses (including any reasonable legal fees and disbursements) arising out of or in connection with:

i. the Indemnifying Party's use of the Exhibition Venue by themselves or their agents, subcontractors or employees;

ii. death, personal injury or property damage caused by the Indemnifying Party's negligence or the negligence of its agents, subcontractors or employees;

iii. any violation or infringement (or claimed violation or infringement) by the Indemnifying Party or its agents, subcontractor or employees of any image, copyright, trademark or trade secret rights or privileges, whether during the Exhibition or in connection with materials supplied for use in accordance with the Contract, provided that they have not been modified by the Indemnified Parties;

iv. any breach by the Indemnifying Party of applicable data protection or privacy laws including the processing of personal data of Attendees;

v. any breach by the Indemnifying Party of applicable health and safety laws, regulations or requirements, or;

vi. any breach by the Participant of the Venue Terms.

e) REL does not represent, warrant or guarantee the credentials, character, conduct or business practices of any companies, individuals or other Participants who attend the Exhibition and shall not be responsible in any way for their conduct, business practices, products, services, statements, any meetings, negotiations or discussions with such parties. Any companies or individuals that conduct business with each other as a result of meeting at the Exhibition are solely responsible for entering into their own business contracts, negotiations and discussions, and REL shall have no liability in respect thereof.

10. DATA PROTECTION

a) Each party shall, in respect of their rights and obligations under the Contract, agree to adhere to all applicable data protection legislation and privacy legislation in force including but not limited to the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the EU General Data Protection Regulation (EU) 2016/679 (EU GDPR), the Data Protection Act 2018 or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data, including any guidance issued by the Information Commissioner's Office or other relevant supervisory authorities.

b) Any personal data collected from Participants will be processed in accordance with IMEX's Privacy Policy (**Privacy Policy**)

c) In line with the IMEX Privacy Policy, REL will use Participants' personal data to fulfil the Contract, and this may include sharing selected personal data with official suppliers providing important exhibition services including internet, electrical points and booth construction. Our official suppliers are listed online at **www.imex-frankfurt.com.** REL will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of your personal data, where this is required.

d) REL may also use your personal data to share information about current and future exhibitions.

e) REL will be the controller of your personal data provided to, or collected by or for, or processed in connection with our services.

f) The Participant shall ensure that it has appropriate mechanisms in place to respond to data subject requests (including requests for access, rectification, erasure and portability) in respect of any personal data collected at the Exhibition, and shall cooperate with REL in respect of any such requests relating to data held by REL.

11. ARTIFICIAL INTELLIGENCE

a) The Participant agrees to comply with all applicable laws, regulations and official guidance relating to the use of AI, including but not limited to the EU AI Act (Regulation (EU) 2024/1689), the UK's AI regulatory framework as may be in force from time to time.

b) Where the Participant uses or deploys any AI system or technology for any reason at the Exhibition, the Participant shall:

i. ensure that such use is responsible, transparent and ethical;

ii. provide clear, prominent and easily accessible notices to all Attendees who may interact with or be affected by such AI

system, informing them of the nature and purpose of the AI technology being used, the types of data or information that may be collected, processed or generated, and any material risks associated with such use;

iii. obtain all necessary consents from Attendees prior to using any AI system to collect, process, analyse or generate any personal data or personal information relating to such Attendees, and provide Attendees with a clear and accessible mechanism to withhold or withdraw such consent;

iv. maintain appropriate human oversight of any AI system and not rely solely on automated decision-making where such decisions may significantly affect Attendees;

v. ensure that any AI system used does not discriminate against Attendees on the basis of any protected characteristic, and complies with all applicable equality and non-discrimination laws;

vi. maintain records of all AI systems used at the Exhibition and the purposes for which they are used, and provide such records to REL upon reasonable request, and;

vii. immediately notify REL of any complaint, concern, allegation or incident relating to the Participant's use of AI at the Exhibition.

c) Without prejudice to any other rights or remedies available to REL under the Contract or at law:

i. REL reserves the right to direct the Participant to cease or modify any use of AI at the Exhibition, whether generally or in respect of any specific AI system, application or use case, and the Participant shall comply with any such direction promptly and without objection;

ii. failure by the Participant to comply with any direction issued by REL pursuant to this Clause 11(c) shall constitute a material breach of the Contract entitling REL to terminate the Contract immediately in accordance with Clause 5;

iii. REL shall not be liable for any loss, damage, cost or expense suffered by the Participant as a result of REL exercising its rights under this Clause 11(c), and;

iv. the Participant shall indemnify REL for any and all claims, losses, costs, damages, liabilities or expenses (including reasonable legal fees) arising from the Participant's use of AI at the Exhibition, including any breach of this Clause 11.

12. CONFIDENTIALITY

a) The Participant shall keep all Confidential Information strictly confidential and shall not, without the prior written consent of REL, disclose any Confidential Information to any third party, or use any Confidential Information for any purpose other than the performance of its obligations and the exercise of its rights under this Contract.

b) The obligations of confidentiality set out in this Clause 12a) shall not apply to any Confidential Information which:

i. is or becomes publicly available through no fault, act or omission of the Participant or any person to whom the Participant has disclosed such information;

ii. was lawfully in the possession of the Participant prior to its disclosure by REL, as evidenced by written records;

iii. was independently developed by the Participant without use of or reference to any Confidential Information, as evidenced by written records;

iv. is lawfully obtained by the Participant from a third party who is not subject to any obligation of confidentiality in respect of such information, or;

v. is required to be disclosed by law, regulation, court order, or any competent regulatory, governmental, or supervisory authority, provided that (to the extent permitted by law) the Participant gives REL prompt written notice of such requirement prior to disclosure.

c) The Participant shall ensure that any of its employees, officers, directors, agents, consultants, sub-contractors, or other representatives ("Permitted Recipients") who are given access to any Confidential Information:

i. are informed of the confidential nature of the Confidential Information;

ii. are bound by written obligations of confidentiality no less onerous than those set out in this Clause 12a), and;

iii. only receive access to such Confidential Information as is strictly necessary for the performance of the Participant's obligations under this Contract.

d) The Participant shall be responsible for any breach of this Clause 12a by any Permitted Recipient and shall procure that each Permitted Recipient complies with the obligations set out herein as if such person were a party to this Contract.

13. FURTHER CONDITIONS

a) **Interpretation of regulations in translation:** in the event of any dispute as to the interpretation of these regulations as a result of their translation into a foreign language, the English version will be taken as authoritative and prevail.

b) **Bribery and Anti-Corruption:** the Participant shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption. The Participant shall promptly report to Show Management any request or demand for any undue financial or other advantage of any kind requested or received in connection with the Exhibition or the services being provided under this Contract. The Participant warrants that it has not and shall not engage in any activity, practice or conduct which would constitute an offence under any applicable anti-bribery or anti-corruption legislation.

c) **Laws:** this Contract shall be construed pursuant to the laws of England, without regard to the conflicts of law provisions thereof. Any action hereunder shall be brought in the courts in England, United Kingdom, and the Participant hereby submits to the jurisdiction of such courts for purposes of adjudication thereof.

d) **Further Terms & Conditions:** any changes to these Terms & Conditions and/or the Contract shall only be valid once agreed and approved in writing by both parties.

e) **Travel documentation:** For the avoidance of doubt, the Participant shall be solely responsible for obtaining and maintaining all necessary travel documents, including visas, and any other entry or exit requirements of the relevant

countries, to allow for participation in the Exhibition. REL shall not be liable for any delay, denial of entry, or other issues arising from the Participant's failure to secure appropriate documentation in advance of travel. If the Participant is required to cancel their participation in the Exhibition, after the Exhibition Participation Confirmation Notice has been issued, due to failure to secure the appropriate travel documentation, the cancellation provisions as detailed in Clause 6 will apply.

f) **Modern Slavery:** The Participant warrants and represents that it conducts its business in compliance with all applicable modern slavery and human trafficking laws, including but not limited to the Modern Slavery Act 2015. The Participant shall not engage in, facilitate or condone any form of slavery, servitude, forced or compulsory labour, or human trafficking. Upon request, the Participant shall provide REL with such information and evidence as REL may reasonably require to verify compliance with this clause.

g) **Survival:** The provisions of the Contract which by their nature are intended to survive termination or expiration, including but not limited to the provisions relating to liability and indemnity (Clause 9), insurance (Clause 4), data protection (Clause 10), artificial intelligence (Clause 11), and confidentiality (Clause 12) shall survive termination or expiration of the Contract for any reason.

h) **Entire Agreement:** The Contract, including these Terms & Conditions, the Exhibitor Manual, and any other documents expressly incorporated herein, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. The Participant acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made by or on behalf of REL which is not set out in the Contract.

i) **Severability:** If any provision of the Contract is or becomes invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of the Contract. The parties shall negotiate in good faith to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that achieves, the economic, legal and commercial objectives of the provision.

j) **Waiver:** No failure or delay by REL to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy shall only be effective if given in writing and signed by a duly authorized representative of REL and shall not be deemed a waiver of any subsequent breach or default.

k) **Third Party Rights:** A person who is not a party to the Contract shall not have any rights under or in connection with it, except that a person may enforce any provision of the Contract that expressly confers a benefit on that person.

l) **Notices:** Any notice or other communication required or permitted to be given under the Contract shall be in writing to the registered office address or sent by email provided that receipt of the email is confirmed by the recipient.

B. Exhibition Space Management

14. GENERAL CONDITIONS

a) **Booth Coordinator:** the Exhibitor shall appoint a Booth Coordinator who shall be authorized to act on behalf of the Exhibitor and shall ensure that any Booth Partner complies with all the obligations of the Exhibitor. The Booth Coordinator shall be the main point of contact with Show Management in relation to the Booth design, construction and all other matters relating to the Exhibitor's participation. The Exhibitor shall be responsible for all acts and omissions of the Booth Coordinator.

b) **Consents:** applications for any consent by Show Management must be in writing, must set out full details of the matters for which consent is sought and must be provided to Show Management at least seven (7) weeks prior to the Exhibition commencement date.

c) **Online Exhibitor Manual:** specific information about Booth construction, Exhibition build-up and breakdown, sustainable exhibiting, transportation, exhibitor services, and third-party suppliers will be contained in the online Exhibitor Manual. Participants and Exhibitor Appointed Contractors must read and adhere to the online Exhibitor Manual and comply with the Exhibition build-up and breakdown times and conditions, and the Booth construction regulations.

15. ALLOCATION, OCCUPATION AND COMPLETION OF EXHIBITION SPACE

a) Allocation of Exhibition Space is entirely at the discretion of Show Management and is generally allocated on a "first come, first served" basis.

b) Show Management has the right to relocate a Booth at its discretion.

c) It is the responsibility of the Booth Coordinator to always maintain personnel at the Booth during Exhibition hours.

d) The Participant undertakes that the Exhibition Space will be ready by the Exhibition build-up completion date and time.

e) The Participant may not remove any of the exhibits prior to the Exhibition breakdown commencement date and time.

f) Construction and dismantling hours must be adhered to unless written approval is received from Show Management.

g) Should a Participant fail to occupy the Exhibition Space for any reason, REL reserve the right to cancel their participation in the Exhibition and the Participation Fee shall be forfeited. REL shall be entitled to utilize the Exhibition Space which had been allotted to the Participant in such manner as Show Management shall think fit and to recover from the Participant any expenditure incurred in doing so.

h) Show Management reserves the right to revoke Exhibition participation privileges from individuals displaying unprofessional or disruptive behavior.

i) Show Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Exhibition.

j) Show Management has the right to re-allocate a Booth at its discretion if the Participant has not appeared or has not begun to set up the Booth twenty (20) hours prior to the opening of the Exhibition.

k) The Participant will be liable for the costs of any additional services and/or equipment required for its respective Exhibition Booth, including but not limited to electrical connections, furniture, rigging, AV and catering.

l) Subject to Clause 9, Show Management, the Landlord and those authorized by them respectively have the right to enter any Exhibition Space at any time to execute works, repairs and alterations for other purposes. No compensation will be payable to the Participant for damage, loss or inconvenience caused by any such entry, except to the extent such damage is caused by the negligent acts or omissions or willful misconduct of any such party.

16. USE OF EXHIBITION BOOTH

a) The Contract constitutes a license to exhibit at the Exhibition and use the Exhibition Space for the duration of the Exhibition only. It does not create any tenancy, lease, or other interest in land or property in favour of the Participant.

b) The Participant shall not assign, transfer, sublet, share license, or apportion the whole or any part of the Exhibition Space allotted, or have representatives, products, equipment, signs or printed materials other than its own in the assigned Exhibition Space without the prior written consent of Show Management. Any purported assignment, transfer or subletting without such consent shall be void and of no effect. Show Management may withhold consent in its absolute discretion and may impose conditions on any consent given.

17. SPACE ONLY BOOTHS

a) It is the responsibility of the Booth Coordinator to register the Booth construction company for the Booth.

b) This registration must be submitted via the Booth Coordinator portal or directly to Show Management by eight (8) weeks prior to the Exhibition commencement date.

c) Registrations received directly from a Booth construction company will not be permitted.

d) The Booth Coordinator must ensure that the Booth construction company has third-party liability insurance with a minimum insurance limit of 2 million Euros (EUR) before the Exhibition build-up commencement date.

18. EXHIBITION SPACE DESIGN AND CONSTRUCTION

a) Participants are responsible for their own Exhibition Space design and construction, under the following conditions:

i. a plan of the proposed Exhibition Space installation, showing the ground plan, elevation and electrical installations must be submitted to Show Management for examination and approval at least six (6) weeks before the Exhibition commencement date for single story booths, or at least seven (7) weeks prior to the Exhibition commencement date for two-story booths;

ii. all plans will be subject to the approval of both Show Management and the Fire Authority and must fully comply with the Fire Authority's regulations, details of which are contained in the Exhibitor Manual;

iii. Show Management reserves the right to prevent work being carried out by or on behalf of any Participant who has not submitted Exhibition Space plans in accordance with this regulation;

iv. Exhibition Space design and construction must adhere to the specifications and rules contained in the **Exhibition Space design, construction and safety requirements**.

b) **Exhibitor Appointed Contractors:**

i. the Participant shall supply to Show Management the names of any persons or organizations other than those designated as Exhibitor Appointed Contractors, who will perform any service for the Participant. These details must be provided at least thirty (30) days prior to the Exhibition commencement date;

ii. any non-official service contractor must maintain appropriate levels of insurance to cover their attendance and services provided at the Exhibition Venue;

iii. participants are required to use the Exhibition Venue contractors for: booth cleaning, electrical, internet, plumbing, rigging, telephones, and video signal distribution;

c) **Breakdown:**

i. the Exhibition Space is to be returned by the Participant in the same condition as it was handed over;

ii. no nails, screws or other fixtures may be driven into any part of the Exhibition Venue including the floors and pillars;

iii. any damage to the Exhibition Space or the halls (structure, floor, cables, ducts, etc.), shall be repaired at the Participant's expense;

iv. if the clearance of the Exhibition Space has not been undertaken in good time, Show Management may have it cleared and the goods put in storage at the expense of the Participant;

v. Participants are responsible for ordering waste collection for all materials left behind in their Exhibition Space. Show Management reserves the right to pass on in full any costs incurred for clearance of materials left behind;

vi. Show Management shall assume no liability for exhibits or property left behind.

d) **Supply of the services of the Landlord:** Show Management will use all reasonable measures to ensure supply of the services of the Landlord as described in the online Exhibitor Manual, but they shall not incur any liability to the Participant for any loss or damage, if such services shall wholly or partially fail or cease to be available, nor shall the Participant be entitled to any allowance in respect of fees paid or due.

e) **Participant's own electrical equipment:**

The Participant warrants that any equipment supplied by it shall be of satisfactory quality and shall indemnify REL for any action, claims losses (including without limitation consequential losses) damages, costs and expenses which may be brought against, suffered or incurred by it, as a result of a breach of this warranty.

19. ENTRANCE AND CONDUCT POLICIES

a) All Participants must adhere to and comply with the **Entrance and Conduct Policies for Exhibitors**. The Participant acknowledges that failure to comply with such policies may result in removal from the Exhibition and forfeiture of Participation Fees.

b) **Entrance restrictions:**

i. no person under the age of eighteen (18) years can be admitted to the Exhibition either during build-up, Exhibition days or breakdown;

ii. infants below the age of one (1) will be allowed into the Exhibition during Exhibition days only, under the IMEX Babes in Arms policy;

iii. no animals are allowed into the Exhibition unless advance permission has been granted from REL and the Landlord. Additional insurance may be required. Seeing eye/assistance animals are always permitted.

c) Show Management reserves the right to stop any activity that may cause annoyance to other Participants or Attendees.

d) Every Participant, and all persons for whom they may be responsible, must conduct themselves in an appropriate, professional and lawful manner in accordance with the **IMEX Code of Conduct**. Any person failing to comply with the IMEX Code of Conduct may, at the sole discretion of Show Management, be immediately removed from the Exhibition Venue and refused re-entry during the period of the Exhibition, without refund of any Participation Fees or compensation.

e) If at any time before or during the Exhibition it appears to Show Management that the Participant may be engaged in activities which are contrary to the best interests of the Exhibition, which may bring the Exhibition or REL into disrepute, which appear to be unethical, fraudulent, or in breach of the Contract or any applicable law, Show Management may, without incurring any liability to refund the Participation Fees or pay any compensation, immediately cancel the Participant's Exhibition Space allocation, refuse entry, or require the Participant (and its employees, personnel, contractors and representatives) to vacate the Exhibition Venue, as appropriate. Show Management may refuse the Participant the right to participate in any future IMEX exhibition.

f) Cybersecurity: The Participant shall not engage in any conduct that may compromise the cybersecurity of the Exhibition, the Exhibition Venue, other Participants, or Attendees. In the event of any cybersecurity incident affecting the Participant's systems at the Exhibition, the Participant shall immediately notify REL and take all reasonable steps to contain and remediate the incident. The Participant shall indemnify REL for any losses, costs, damages or expenses arising from any cybersecurity incident caused by or attributable to the Participant.

C. Marketing and Promotion

20. MARKETING MATERIALS AND LOGOS

a) **Photography and video materials:**

i. Show Management will take photographs and video material at the Exhibition and this material may contain the incidental inclusion of a Participant's Exhibition space, employees, and contractors;

ii. REL may reproduce, display, or distribute these materials in IMEX educational, news or promotional material, whether in print, electronic or other media, including the IMEX websites;

iii. all such photographs and video materials are and will remain the property of REL;

iv. Show Management reserves the right to crop, splice, treat and edit any such imagery or photographs taken at the Exhibition;

v. the Participant waives the right to inspect or approve the finished product, including written or electronic copy. Given the number of participants at each Exhibition, it is not possible in any case to exclude a Participant or its Exhibition Space from such material or give Participants the right to inspect or approve material before it is reproduced, displayed, or distributed;

vi. the Participant (including, where applicable, the Participant's agents or employees) waives all rights to royalties or other compensation arising or related to use of the name, photograph, or biography;

vii. Exhibition Space, other than the Participant's own, may not be photographed, drawn, copied, or reproduced without the written permission of Show Management.

b) **Use of IMEX® Logos:** IMEX® is a registered trademark of REL, and:

i. a limited non-exclusive license to permit the use of IMEX logos and banners is provided, via the Exhibitor portal, solely for the purpose of enabling Participants to indicate their participation at the Exhibition. This license can be terminated at any time at the discretion of Show Management;

ii. these logos and banners remain the property of REL and its affiliated companies, and no commercial use of any kind including but not limited to the use on or by websites, smartphone, or tablet applications, may be made using such IMEX logos and banners in any circumstance without the prior written consent of REL.

c) **Use of Participant's Logos**

i. the Participant grants a limited license to REL to reproduce, use and display the Participant's logos and/or banners solely for the purpose of promoting the Participant's attendance at the Exhibition;

ii. the Participant warrants that it has all the rights necessary to grant such use of these Intellectual Property Rights (IPR) for such purposes. Such IPR remains the property of the Participant and will not be used by REL for any other use without prior written consent of the Participant;

iii. REL's use of Participant's logos, or use of photography or video material containing the Participant or the Participant's Exhibition Space, as permitted in this Clause 20 shall not (a) focus solely or for a disproportionate amount of time on Participant's Exhibition Space or IRP or (b) use Participant's IPR in a manner to express or imply any endorsement by Participant of REL or the Exhibition.