

1. **Definitions**

In these Conditions, the following terms have the following meanings:

 - 1.1. **Advertising:** any promotional and/or advertising element of the Package set out in the Order Form (which may include, without limitation, both online/digital and offline/printed advertising and/or Client's sponsorship of, provision of content for and/or delivery of viewable and/or downloadable digital content such as white papers, eBooks, newsletter advertising, and digital events (for example, webinars and/or other content sessions) and/or other audience extension services);
 - 1.2. **Client:** the person, company, organization, association or other entity set out in the Order Form that is purchasing the Package;
 - 1.3. **Conditions:** these terms and conditions;
 - 1.4. **Contract:** together, these Conditions and the Order Form;
 - 1.5. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data, where any element of the Package is provided and/or where Informa or Client is established;
 - 1.6. **Deliverables:** any item, feature and/or output in the supply of the Package being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);
 - 1.7. **Fees:** the fees payable by Client for the Package set out in the Order Form;
 - 1.8. **Force Majeure Event:** any event or circumstance arising that is not within Informa's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
 - 1.9. **Informa:** the Informa Group legal entity set out in the Order Form that is providing the Package;
 - 1.10. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC;
 - 1.11. **Intellectual Property Rights:** trademarks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;
 - 1.12. **Marketing Services:** any marketing services element of the Package set out in the Order Form (which may include, without limitation, syndicated content, the distribution of e-mails to third parties by way of a promotional campaign, authenticated data services and data enhancement services);
 - 1.13. **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, videos, artwork and/or content session data);
 - 1.14. **Order Form:** the order form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Informa may choose in its sole discretion to accept;
 - 1.15. **Package:** the package of products and/or services purchased by Client set out in the Order Form (which may include, without limitation, Advertising and/or Marketing Services), as may be updated by the parties from time to time;
 - 1.16. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Package;
 - 1.17. **Publication:** the publication, website, platform, media and/or other property (in digital and/or printed format) set out in the Order Form on and/or in which the Advertising shall be placed; and
 - 1.18. **Reportable Breach:** any breach of security leading to the accidental, unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data.
2. **Package**
 - 2.1. Once submitted to Informa, an Order Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. Informa reserves the right to reject any Order Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Informa to Client (whether or not it is received). 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.
3. **Fees**
 - 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Order Form (or, if no such payment terms are stated, all invoices are payable within thirty (30) days of Client's receipt of the same). Informa shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Informa's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse and/or withdraw the provision of any element of the Package and/or (ii) charge interest on such overdue sum from the due date of payment at the rate of 1.5% per month (18% per annum) or, if less, the maximum rate permitted by applicable law, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Informa takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.
- 3.2. It is the intent of the parties that Informa shall receive the Fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes, shall be paid solely by Client (in addition to the Fees). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Informa with a valid certificate evidencing payment. To the extent that a valid certificate is not provided, or to the extent that Informa is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).
4. **Client's general obligations**
 - 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls), and (ii) all rules, regulations and instructions issued by Informa from time to time in connection with any element of the Package.
 - 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
 - 4.3. Client shall cooperate, in good faith, with Informa in all matters relating to the Package. Without limitation, Client shall provide Informa with all information as Informa may reasonably request in respect of the Package and shall ensure that such information is accurate.
 - 4.4. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) shall constitute confidential information of Informa and Client undertakes that it shall not at any time disclose the same to any third party.
 - 4.5. Client acknowledges and agrees that use of any element of the Package that is hosted on a website, app or other platform shall be further subject to any terms of use and/or fair or acceptable use policies indicated on such website, app or other platform. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of any terms of use and/or fair or acceptable use policies indicated on such website, app or other platform, Informa reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to such website, app or other platform.
5. **Client's commitments in respect of Materials**
 - 5.1. Client shall: (i) provide Informa with all Materials within any deadlines specified by Informa, and (ii) comply with Informa's specifications and technical requirements in relation to all Materials. If Client does not, Informa reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Package shall remain due and payable in full).
 - 5.2. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Informa in connection with the Package without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Informa's use of the Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Informa system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
 - 5.3. Without limitation to Condition 14.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with the Materials, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of Materials, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials.
 - 5.4. In relation to the Materials, Client: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Materials, and (ii) hereby grants to Informa a royalty-free, non-exclusive, worldwide license to use the Materials in connection with the provision of the Package. In relation to the Deliverables, unless otherwise set out in the Order Form, Informa: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables (excluding the Materials), and (ii) hereby grants to Client a royalty-free, non-exclusive, non-transferable, irrevocable (except due to a breach of this Agreement), perpetual worldwide license to use the Deliverables (excluding the Materials) for the purpose of receiving the Package and provided the Deliverables are not separated from the Package and used on a standalone basis. Any alteration of Deliverables shall require Informa's prior written consent.
 - 5.5. Although Informa shall take reasonable care in the production of any Deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Informa cannot guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Informa (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Informa reserves the right to reject any Materials at any time after receipt (regardless of whether or not similar Materials have previously been accepted and any such rejection shall not negate any payments due in connection with products/services previously supplied). Informa shall use its commercially reasonable efforts to provide the Package in the size, position and manner as specified in the Order Form, but shall not be liable where reasonable modifications are made.
 - 5.6. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 5, Informa 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 Package.

6. Data protection

- 6.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 6.2) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the UK Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Informa collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.informa.com/privacy-policy/>.
- 6.2. Without prejudice to the generality of Condition 6.1, Client acknowledges and agrees that if it receives any list containing personal data from Informa as part of the Package (a **Data List**), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Package and, if applicable, as has been otherwise agreed with Informa in writing, (iii) securely delete or put beyond use all or any part of the Data List upon Informa's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Informa with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Informa in respect of Client's response to the same. Client acknowledges and agrees that Informa shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Informa shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Informa's compliance with Data Protection Law.

7. Specific terms relating to Advertising

- 7.1. If Client purchases any Advertising as part of the Package, the terms of this Condition 7 shall apply.
- 7.2. Informa shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Order Form.
- 7.3. Informa reserves the right, at its sole discretion, to place the word "advertisement", "sponsored" and/or a similar word or phrase alongside the Advertising to distinguish it from any editorial product.
- 7.4. Unless Client has paid a placement premium or positioning is set forth in the Order Form, the positioning of any Advertising is at Informa's sole discretion.
- 7.5. Client warrants, represents and undertakes that any Materials provided in connection with the Advertising: (i) shall comply with any and all codes of practice related to advertising, (ii) to the extent that they contain any investment or financial promotion, are duly approved/authorized as required under relevant legislation, (iii) to the extent that they contain information relating to Client's products and/or services, such information is limited to generic information only and is not advisory, and (iv) unless otherwise agreed with Informa in writing, shall not promote the products and/or services of any of Client's affiliates and/or any third party.
- 7.6. Where all or any part of the Advertising comprises online/digital Advertising: (i) Informa offers no guarantee against any Publication on the internet being interrupted and/or temporarily unavailable, and (ii) for impression-based deliverables (a) any timeframes set out in the Order Form are estimated timeframes, dependent on the level of traffic to any relevant Publication, and (b) any determination and/or calculation of impressions shall be based on Informa ad server reports, or if otherwise agreed by the parties, alternative third-party ad server reports.
- 7.7. Where all or any part of the Advertising comprises Client's sponsorship of, provision of content for and/or delivery of a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Order Form: (i) Informa shall have sole discretion over all aspects of the format of the digital event and what the final content of the digital event shall be (including, without limitation, the inclusion or otherwise of any speakers and/or additional sponsors and/or additional content providers), and (ii) without limitation to Client's underlying rights in the Materials, all rights, title and interests in and to the digital event shall belong to Informa.
- 7.8. 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, Informa reserves the right without liability to refuse and/or withdraw the provision of any element of the Advertising.
- 7.9. Informa's total liability in connection with the Advertising, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Advertising only.

8. Specific terms relating to eBooks and White Papers

- 8.1. If the Package includes an eBook or white paper, the terms of this Condition 8 shall apply.
- 8.2. eBooks and white papers vary in length, as specified in the Order Form. Options include Client branding on the title page and a tagline within the eBook or white paper, such as, "this white paper is sponsored by ____." Inclusion of Informa branding of the eBook or white paper, including identification of the analyst authoring the eBook or white paper, is at the discretion of the Informa.
- 8.3. Unless stipulated otherwise in the Order Form, Client holds unlimited distribution rights to the English-language version of the eBook or white paper. Client may request the option of translating the eBook or white paper into other languages for an additional fee. All

translations must be approved by Informa prior to distribution. For the avoidance of doubt, Client shall not be permitted to alter the eBook or white paper in any way, including in relation to both content and format, without Informa's consent.

9. Specific terms relating to Marketing Services

- 9.1. If Client purchases Marketing Services as part of the Package, the terms of this Condition 9 shall apply.
- 9.2. Informa shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Order Form.
- 9.3. Where the Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Informa's request Client shall: (i) maintain and deliver to Informa, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a **Suppression List**), and (ii) for the duration of the campaign, provide Informa with an updated Suppression List, in a format specified by Informa, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to the Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Client shall indemnify Informa against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 9.3.
- 9.4. 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, Informa reserves the right without liability to refuse and/or withdraw the provision of any element of the Marketing Services.
- 9.5. Informa's total liability in connection with the Marketing Services, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Marketing Services only.
- 10. Limitation of rights granted**
- 10.1. Client's rights in relation to the Package are strictly limited to those set out in this Contract. Client is not permitted to promote or advertise its association with Informa, except as expressly stated herein or with the prior written consent of Informa. Except as expressly stated herein, nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of Informa and/or any member of the Informa Group.

11. Changes to the Package

- 11.1. Notwithstanding any other provision of this Contract, Informa reserves the right without liability at any time and for any reason to: (i) make reasonable changes to the format, content, position, rotation, size, style and/or timings (including, without limitation, the delivery schedule) of any element of the Package (which may include, without limitation, cancelling any element of the Package), and/or (ii) vary the content, layout and/or format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of any of its websites). If any such changes and/or variations are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Informa considers necessary to take account of such changes.

12. Cancellation by Client

- 12.1. The application for the Package is irrevocable by Client and, except as expressly stated in these Conditions and/or the Order Form, Client has no rights to cancel this Contract. Except as expressly set out in these Conditions and/or in the Order Form, no refunds shall be given and the Fees shall remain due and payable in full.
- 12.2. To the extent that these Conditions and/or the Order Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Informa, except where Informa has the right to terminate this Contract under Condition 13.1. Upon any such cancellation by Client, Client shall pay Informa such cancellation fees as are stated in these Conditions and/or the Order Form.
- 12.3. Informa will make reasonable efforts to accommodate Client requests for postponements or date changes to the Package, such decisions to be at the sole discretion of Informa. Where it cannot be accommodated, a Client postponement or date change will be treated as a cancellation and all cancellation terms and fees outlined in 12.4 will apply.
- 12.4. The following are specific cancellation rights of the Client, subject to the applicable cancellation fees, with respect to the following products and services:

Online / Display Programs

Cancellation of Online programs (i.e., banners, newsletters, Welcome Ads, Roadblocks, Bookends, In-Read, Native, Audience Extension, NewsDesks) by Client within 61-days prior to the start date will result in a cancellation fee equal to 50% of the program fee. Cancellation 30-60 days prior to the start date will result in 100% of the Program fee. If Client cancels any such program(s), (i) Informa makes no guarantees as to the number of impressions, (ii) Client is responsible for payment for all impressions served and (iii) Client will be responsible for payment of a short rate charge to the appropriate earned level.

Cancellation of Sponsored Articles by Client within 60-days before the start date will result in a cancellation fee equal to 100% of the program fee.

Lead Generation Programs

Cancellation of Topic Alignment Program (TAP) within 60 days before the launch date will result in 100% of the Program fee.

Cancellation by Client of a Content Syndication Program, which runs on a Cost Per Lead basis, can be cancelled with 30-day notice. All leads collecting during a live program will result in payment.

Cancellation by Client of Editorial Research Report and Market Leadership Programs/Tech Insights Programs within 60 days or less before the scheduled date of the launch will result in a cancellation fee equal to 100% of the program fee. Cancellation by Client within 61 - 90 days before the scheduled date of the launch will result in a cancellation fee equal to 50% of the program fee. Cancellation by Client 91 days or more before the scheduled date of the launch will not result in a cancellation fee.

Cancellation by Client of a Webinar program within 90 days or less before the scheduled program start date will result in a cancellation fee equal to 100% of the program fee. Cancellation by Client 91 days or more before the scheduled program start date will not result in a cancellation fee.

Cancellation by Client of a multi-sponsored Virtual Event Program more than 90 days prior to the scheduled program start date will result in a cancellation fee equal to 50% of the program fee. Cancellation by Client within 90 days or less prior to the scheduled program start date will result in a cancellation fee equal to 100% of the program fee.

Cancellation by Client of a single-sponsor/custom Virtual Events & Virtual Summits program during or after the kick off call will result in a cancellation fee equal to 100% of the program fee. Cancellation by Client before the kick off call will not result in a cancellation fee.

Content Creation Programs* (all custom content)

Cancellation by Client of content creation programs before the program kick off call will not result in a cancellation fee.

Cancellation by Client during or after the kick-off call, but prior to any content drafts will result in a cancellation fee equal to 50% of the program fee.

Cancellation by Client after the first content draft will result in a cancellation fee equal to 100% of the program fee.

*** Please note:** Informa reserves the right to modify a promotional cycle and may reschedule program start and end dates in the event of late deliverables. For example: Informa may move pre-event promotion to an on-demand period.

13. Termination

- 13.1. Informa 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 irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to 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 and/or Informa into disrepute. Without prejudice to any other right or remedy it may have, in the event that Informa terminates this Contract pursuant to this Condition 13.1, Informa shall not be required to refund any Fees received from Client and Informa shall be entitled 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 payable.
- 13.2. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Informa: (i) determines in its absolute discretion that the provision of the Package to Client is not in Informa's legitimate commercial interests, and/or (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations. In the event that Informa terminates this Contract pursuant to this Condition 13.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Informa under this Condition 13.2 and all other liability of Informa is hereby expressly excluded.
- 13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa shall be free to re-sell any aspects of the Package as it shall deem fit.
- 13.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
- 13.5. Conditions 1, 3, 5.3, 6, 7.9, 9.3, 9.5, 10, 12, 13, 14, 15 and 16 shall survive termination of this Contract.

14. Liability and Indemnity

- 14.1. Informa does not make any warranty as to the Package in general, including, without limitation, in relation to the benefit and/or outcome (commercial or otherwise) that Client may achieve, and/or the type/level of audience that Client may reach, as a result of purchasing any element of the Package and/or participating in any match-making initiatives, transactions or other deals/arrangements with third parties. Without limitation to the foregoing: (i) if the Order Form refers to a "guarantee" (or similar promise) as to number of leads, number of attendees, number of participants, number of clicks, number of impressions, viewability and/or any other matter (any of the foregoing, a **Guarantee**), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable threshold for such metric; provided that if such a "guarantee" is not met Informa shall either (a) provide to Client an acceptable makegood, (b) extend the applicable program/campaign until the "guarantee" is met, or (c) only invoice (or re-invoice) for the portion actually delivered, and (ii) where applicable, Informa shall not be liable to the extent that the volume of end contacts reached, contacted and/or provided to Client pursuant to the Package is less than anticipated as a result of Informa's compliance with Data Protection Law. Except as set out in these Conditions, to the fullest extent permitted

by law, Informa excludes all terms, conditions, warranties, representations and undertakings relating to the Package that are not expressly stated herein.

- 14.2. Subject to Condition 14.5: (i) neither Informa nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (ii) Informa's (and any member of the Informa Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 14.3. Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that the receipt and/or use of the Materials in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law and/or code of practice related to advertising, and (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 6.2.
- 14.4. Informa shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 14.4 shall excuse Client from the payment of the Fees under this Contract.
- 14.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 14.6. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 14 are no more than is reasonable to protect Informa as the provider of the Package.
15. **General**
- 15.1. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 15.2. If and to the extent that there is any conflict between these Conditions and the Order Form, the terms of the Order Form shall prevail.
- 15.3. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 15.4. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa. Informa shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Informa shall be entitled, without 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 Informa with the facilitation of the Package.
- 15.5. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.6. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 15.6 shall not affect the validity and enforceability of the rest of this Contract.
- 15.7. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- 15.8. Informa reserves the right to set off any indebtedness of Client to Informa against any indebtedness of Informa to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 15.9. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).
16. **Governing law and jurisdiction**
- 16.1. If the Informa Group legal entity set out in the Order Form that is providing the Package is organized or incorporated under the laws of a US state or a Canadian province, then this Contract shall be governed and construed in accordance with the laws of the State of New York, exclusive of any choice of law rules and the Client submits to the exclusive jurisdiction of the federal and state courts located in the State of New York having subject matter jurisdiction.
- 16.2. If the Informa Group legal entity set out in the Order Form that is providing the Package is organized or incorporated under the laws of England, Wales or any other jurisdiction, then this Contract shall be governed and construed in accordance with the laws of England and Wales and the Client submits to the exclusive jurisdiction of the courts located in England and Wales having subject matter jurisdiction. Nothing in this Condition 16.2 shall prevent or restrict Informa from pursuing any action against the Client in any court of competent jurisdiction.