

TERMS & CONDITIONS

1. INTRODUCTION

1.1 The Event(s) named on the Order Form (the "Event") is/are organised and managed by the Seller. In consideration of the payment of the fees as set out in the Order Form, the Seller grants the Client the right to use the products listed on the Order Form (the "Products").

1.2 The Order Form, these terms and conditions and any click-through terms we make available to you during a sign-up process for a Product form the agreement between us in relation to the Products (the "Agreement").

1.3 For the purposes of this Agreement:

(a) references to:

"we" "us" and "our" are references to the Seller; and

"you" and "your" are references to the Client;

(b) defined terms have the meaning given to them in the Order Form or elsewhere within these terms and conditions;

(c) the singular includes the plural and vice versa;

(d) "Investor" means individuals from organisations with an interest in the sector to which the Event relates and who identify themselves as investors or influencers of the purchase of goods or services for their organisations; and

(d) "Data Protection Legislation" means any applicable data protection related laws and regulations, as amended, extended or re-enacted from time to time, including the following:

(e) "Event Date": means the start date of an individual 121 Mining Investment event; and

(f) "Order Form" means the document setting out your purchase of Products for which these terms and conditions were incorporated by reference.

the Products shall be owned by us (or the applicable third party licensor).

3.3 You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos, trade marks, brand names, company names and any other materials (the "Client Intellectual Property") provided to us under clause 3.4:

(a) during the Term (as defined in clause 11), to promote the Event on the Event website and other marketing and publicity materials; and

(b) for a period of six months following the Event or, if relevant, for as long as you remain an online sponsor or strategic partner with an agreement for us to publish your content online; or (ii) in any report, publicity, marketing materials, apps or websites produced about the Event.

3.4 You shall, within five (5) days of execution of this Agreement, or within one (1) day where this Agreement is entered into less than ten (10) days before the start of the Event, supply us with:

(a) examples of the Client Intellectual Property in the requested format; and

(b) the materials and information necessary to populate the listing for the Event.

3.5 Any materials and information provided to us in accordance with clause 3.4 shall be subject to our approval and editorial discretion (which we may exercise at any time to remove or amend any such materials, including the right to edit or re-phrase information submitted in order to make the information accurate and/or more appealing (from correcting spelling mistakes to re-tagging data or interests where appropriate).

3.6 We acknowledge that all intellectual property rights in the Client Intellectual Property shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Client Intellectual Property, including any developments or variations.

3.7 In the event that you change the Client Intellectual Property at any time during the Term, you agree that we shall not be obliged to make any consequential changes to materials that include the Client Intellectual Property produced by us or on our behalf for or in connection

with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

3.8 Other than in accordance with the rights and uses set out in this Agreement, neither party shall use the other party's intellectual property without written consent.

3.9 Each party shall indemnify the other party against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the other party's use of the indemnifying party's intellectual property rights in accordance with the Agreement infringes any intellectual property rights of any third party.

3.10 Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's trade marks,

PART A – GENERAL TERMS AND CONDITIONS

2. YOUR RIGHTS

2.1 We shall provide to you and you may use the Products in accordance with the terms of this Agreement.

3. INTELLECTUAL PROPERTY AND USE OF MEDIA

3.1 We grant to you a non-transferable, non-exclusive, royalty free licence to use the Event logos and trade marks (the "Event Marks"), during the Term (as defined at clause 11), solely to promote your attendance at and sponsorship of the Event. You shall comply with our reasonable instructions in relation to your use of the Event Marks.

3.2 You acknowledge that all intellectual property and similar and related rights (including, without limitation, trade marks, copyright, design rights, know-how, confidential information and goodwill) in and relating to the Event Marks, the Event and the Products and any materials provided by or produced by us in relation to the Event and

- or do anything which will or may affect any registration of the other party's trade marks.
- 3.11 Neither party shall use the other's intellectual property or make any statement which in any way connotes that the parties are forming a partnership or any trading arrangement (other than your attendance at and sponsorship of the Event), or endorsing any part of the other's business, trading name or style.
- 3.12 If, during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property rights, then it shall promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.
- 3.13 You warrant to us that the promotional material that you use at the Event and any other materials or information provided by you: (i) must comply with all applicable laws and regulations (including the relevant advertising standards for the country in which the Event is held); (ii) shall not be inaccurate, obscene, defamatory or disreputable; (iii) shall not, when used for the purposes of the Event or otherwise in accordance with the terms of this Agreement, infringe the rights of any third party; and (iv) shall not be detrimental to us, the Event, to other exhibitors, sponsors or to our general commercial interests. You will indemnify us against all claims, damages, losses, costs, expenses, demands or liabilities arising out of your breach of this clause 3.13.
- 3.14 Your employees may provide their images, headshots or likenesses and we may record, film, photograph, or capture their likeness in connection with the Products provided under this Agreement. You shall inform them that, by using our services and /or attending the Event, they grant us the right to use and edit such materials without any further approval from or any payment to you or them.
- 3.15 You can request that we delete any of the materials referred to in clause 3.14 at any time. Upon receipt of such request, we will remove such materials, except to the extent we cannot identify any specific material to delete, the information has been created by our automatic back-up systems or has been shared, accessed and/or downloaded by others.
- 3.16 You may take photographs at the Event for purposes of company media pieces, social media and other marketing materials. You may record audio or video at the Event for purposes of company media pieces, social media and other marketing materials only with our written consent, not to be unreasonably withheld. You may not record audio or video of meetings at the Event.
4. PAYMENT
- 4.1 You shall make all payment(s) in the form and on or before the date(s) stated on the Order Form.
- 4.2 You must pay all amounts due to us under this Agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). All sums due under this Agreement are exclusive of any applicable sales tax (including but not limited to VAT) which shall be paid by you at the rate from time to time in force.
- 4.3 If payment is not received by us when due, we shall be entitled in our discretion: (i) not to supply, or cease to supply, any or all of the Products; and (ii) to charge you the Cancellation Fee(s) as set out in clause 5, dependent on your Product(s). In addition, the terms of clause 11.5(b) to e) shall apply.
- 4.4 Unless otherwise agreed by us in writing, you shall not be permitted entry to an Event if any sums are owed by you (or any of your group companies) to us (or any of our group companies), at the date on which the Event commences, in respect of any services that we (or one of our group companies) have contracted to provide (including, but not limited to, stand space at a previous event).
5. CANCELLATION AND ALTERATION (CORPORATE PACKAGE AND SPONSORSHIP)
- ALTERATION OR CANCELLATION BY YOU
- 5.1 Where your Product(s) include the Corporate Package and/or Sponsorship, the following cancellation provisions apply.
- 5.2 If you wish to cancel your order, you must send written notice of such cancellation to us by email to your representative for the Event, noting the dates of the Event and the Product(s) which you wish to cancel. The Product(s) will not be deemed to be cancelled until you receive notification from us that we have your email and are acting upon it. The terms of clause (11.5 (c) shall apply to the Product(s) that you cancel. Further, should you cancel all your Products, the terms of clauses (10.5) (d) and (e) shall apply.
- 5.3 The following cancellation fees shall apply:
- (a) if notice of cancellation is received 60 days or more prior to the start of the Event that the cancellation relates to ("Cancelled Event Date"), you will need to pay 50% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled; or
- (b) if notice of cancellation is received less than 60 days prior to the Cancelled Event Date, you will need to pay 100% of the total fees due in relation to the Product(s) that you are cancelling, (the "Cancellation Fee").
- 5.4 The Cancellation Fee is payable by you (less any amounts that you have already paid prior to cancellation) within 14 days of our receipt of the notice of cancellation. Where you have already paid more than the Cancellation Fee at the date of cancellation, we shall refund to you the amount that you have paid in excess of the Cancellation Fee. Any such refund that is payable by us shall be made as soon as is reasonably practicable following receipt of your notice of cancellation.
- 5.5 We shall be entitled to deduct from any refund owed by us to you under clause 5.4 an amount equal to any sums owed by you to us (or any of our group companies), irrespective of what such sums relate to.
- ALTERATION OR CANCELLATION BY US
- 5.6 It may be desirable or necessary for us to alter an Event, for example, the advertised content, timing, date and/or location of an Event, with consequential impacts on the Products. We reserve the right to do this at any time prior to an Event. In the event of such alterations, we shall have no liability to you provided an Event and thereby the Products, as altered, are substantially similar to those as originally sold. We will provide you with notice of any alterations as soon as is reasonably practicable.
- 5.7 We reserve the right to cancel an Event and related Products at any time and will provide you with notice of the same as soon as is reasonably practicable. Cancellation of one Event and related Products under this clause shall not affect any other Event.

- 5.8 Where: (i) the alterations being made are such that an Event and thereby the Products, as altered, are not substantially similar to those as originally sold; or (ii) the Event and related Products are cancelled (other than for reasons of force majeure as provided under clause 8) you shall be entitled to a credit (for the value of any fees already paid under this Agreement) to be used for an Event and related Products as altered or any future event held by us of your choice. Alternatively, if an Event and related Products are cancelled and we do not plan to hold the same or substantially similar event in future, you may request a refund (calculated by us in good faith) of an amount that reflects the total sums paid by you at the date of cancellation minus the value of any rights, goods and/or services provided by us to you prior to the date of cancellation. Any such refund shall be paid by us as soon as reasonably practicable following receipt of your request.
6. CANCELLATION (INVESTOR RELATIONS PACKAGE)
- 6.1 Where your Product(s) includes the Investor Relations Package the following cancellation provisions shall apply.
- 6.2 If you wish to cancel your order, you must send written notice of such cancellation to us by email to your representative for the Event, noting the Product(s) which you wish to cancel. The Product(s) will not be deemed to be cancelled until you receive notification from us that we have your email and are acting upon it. The terms of clause (11.5) (c) shall apply to the Product(s) that you cancel. Further, should you cancel all your Products, the terms of clauses 11.5 (d) and (e) shall apply.
- 6.3 The cancellation fees will differ based on the term of your Investor Relations Package ("IR Term").
- For 6-month Investor Relations Packages, the following cancellation fees shall apply:
- (a) if notice of cancellation is received within 90 days of the commencement of the IR Term, you will need to pay 50% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled; or
 - (b) if notice of cancellation is received more than 90 days after the commencement of the IR Term, you will need to pay 100% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled.
- (the "IR Cancellation Fee").
- For 12-month Investor Relations Packages, the following cancellation fees shall apply:
- (a) if notice of cancellation is received within 90 days of the commencement of the IR Term, you will need to pay 25% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled;
 - (b) if notice of cancellation is received more than 90 days but less than 180 days after the commencement of the IR Term, you will need to pay 50% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled; or
 - (c) if notice of cancellation is received more than 180 days after the commencement of the IR Term, you will need to pay 100% of the total fees as set out on the Order Form relating to the Product(s) that you have cancelled.
- 6.4 The IR Cancellation Fee is payable by you (less any amounts that you have already paid prior to cancellation) within 14 days of our receipt of the notice of cancellation. Where you have already paid more than the IR Cancellation Fee at the date of cancellation, we shall refund to you the amount that you have paid in excess of the IR Cancellation Fee. Any such refund that is payable by us shall be made as soon as is reasonably practicable following receipt of your notice of cancellation.
- 6.5 We shall be entitled to deduct from any refund owed by us to you under clause 6.4 an amount equal to any sums owed by you to us (or any of our group companies), irrespective of what such sums relate to.
- ROLLING PLAN
- 6.6 You will have the option of extending your Investor Relations Package upon the expiry of its term for a further 6 or 12 months, or you may elect to opt-in to a 30-day Investor Relations Package the ("Rolling Plan"),
- 6.7 The Rolling Plan shall automatically renew at the end of its term ("Rolling Plan End-Date") unless we receive notice of cancellation.
- ROLLING PLAN CANCELLATION
- 6.8 The following notice periods shall apply to cancellation of a Rolling Plan:
- (a) if we receive your notice of cancellation within 14 days of the Rolling Plan End-Date, then the Rolling Plan shall terminate upon completion of its current term; or
 - (b) if we receive your notice of cancellation for the Rolling Plan less than 14 days out from the Rolling Plan-End Date, then the Rolling Plan shall continue for an extra 30 days and terminate thereafter, and you will be invoiced for the additional 30 days the Rolling Plan is in effect.
7. FORCE MAJEURE
- 7.1 We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement as a result of an event or series of connected events outside of our reasonable control and/or the reasonable control of our sub-contractors and/or suppliers as applicable (including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, explosion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic, pandemic, Royal demise, Royal succession or national mourning) (a "Force Majeure Event").
- 7.2 We will use reasonable commercial endeavours to minimise the effect of any Force Majeure Event on the performance of our obligations under this Agreement and to explore alternative methods (which may include, for example, a change of date or substitution of alternative benefits) to meet our obligations under this Agreement despite the Force Majeure Event.
- 7.3 Should it not be possible or advisable, despite our endeavours under clause 7.2, for us to fulfil our obligations under this Agreement as a result of a Force Majeure Event, we shall have the right to cancel all or a portion of the Event and / or Products and this Agreement shall terminate with immediate effect on written notification thereof by us. Following any such termination: (i) you shall and do hereby waive any claim for property or other damage or compensation; and (ii) there shall be no further liability on the part of either party to the other (except for rights which have accrued up to the date of the Force Majeure Event).
8. DATA PROTECTION
- 8.1 We may process personal data of your representatives such as their contact information (for example, name, address, company name, telephone number, job title and business email address) for the purpose of meeting our obligations under this Agreement and for managing our general relationship. Please see further information in our privacy notice accessible here: <https://hyve.group/Privacy-notice>. Your representatives' names and contact information may also be shared with other Event attendees.

8.2	Where you receive any personal data in connection with the Product(s), through electronic scanning of participant badges, as printed on any meeting programs you may be provided with by us or otherwise, you will process such data: (i) as a separate and independent controller; and (ii) in compliance with the requirements of the Data Protection Legislation in relation to your collection and subsequent processing of such personal data.	9.6	Any breach by you of this clause shall entitle us to terminate this Agreement immediately.
		10.	LIMITATION OF LIABILITY
		10.1	Subject to clause 10.3, our total liability to you, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with this Agreement, the Event and the Products, shall be limited to the total fee (as set out on the Order Form) in respect of the Product(s) that are the subject of the claim.
8.3	Without prejudice to your obligations in clause 8.2, you shall in respect of your processing of the personal data:		
	(a) only process the personal data for the relevant purposes notified to the data subjects in our privacy notice linked above, namely so that you can better plan your sponsorship to enhance the attendee experience and where applicable, to choose invitees to invite to private briefings, meetings or dinners, and not for any other purposes;	10.2	Subject to clause 10.3, we shall not be liable to you for: (i) any loss of business, contract, revenue, profit, anticipated saving or interest or any loss of or damage to data, reputation or goodwill; or (ii) any indirect, special, exemplary or consequential damages, losses, costs, claims or expenses of any kind, even if we have been advised of the possibility of such damages or losses arising.
	(b) promptly provide such necessary and reasonable assistance and co-operation to us and to any supervisory authority, in connection with our compliance with our obligations under the Data Protection Legislation;	10.3	Nothing in this Agreement shall limit or exclude a party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by applicable law.
	(c) where data subjects opt out of any such processing, ensure such opt outs are observed;		
	(d) process the personal data in a manner that ensures appropriate security of the data in accordance with Data Protection Legislation; and	11.	TERM AND TERMINATION
	(e) without undue delay (and in any event with 24 hours), notify us and provide such co-operation, assistance and information as we may reasonably require if you become aware of any personal data breach or data subject complaint relating to the personal data.	11.1	This Agreement shall take effect from the date as stated on the Order Form until the expiration dates set out in clauses 11.1 (a), (b) and (c), which are specific to the Product(s) you purchase and unless terminated early in accordance with its terms.
9.	COMPLIANCE		
9.1	We expect our Clients to uphold the highest ethical and compliance standards within their organisations. We must both comply, and you shall ensure Delegates and Speakers comply with all applicable laws, statutes and regulations, including, but not limited to, those relating to financial sanctions, anti-bribery, anti-corruption, anti-tax evasion and modern slavery ("Relevant Requirements"). You confirm you are knowledgeable about these Relevant Requirements, and you must comply and ensure Delegates and Speakers comply with these Relevant Requirements, together with any other policies which we may make available to you from time to time and any policies and procedures you implement to the extent required by such Relevant Requirements.		(a) For the Corporate Package and Sponsorship, the term will expire 6 weeks following the final Event Date as listed on the Order Form;
			(b) The Investor Relations Package shall end following the expiration of the IR Term; and
			(c) The Rolling Plan shall expiry in accordance with the termination dates set forth in clause 6.8.
9.2	We each confirm that we have not made, offered, authorised or accepted and will not make offer authorise or accept any payment, gift, promise or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate any Relevant Requirements.	11.2	Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other if the other:
			(a) has committed a material breach of any of its obligations under this Agreement (which shall include failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
			(b) ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.
9.3	You confirm that no person in your group is a government official or other person who could assert illegal influence on behalf of your company or any affiliate.	11.3	We shall be entitled to terminate the Agreement if: (i) you conduct yourself in such a way as to bring yourself, the Event, any of the other exhibitors, sponsors or us into disrepute; or (ii) you breach the warranties given in clause 3.13 and/or clause 11.4.
9.4	You warrant that you, nor any of your shareholders, nor directors, Speakers nor Delegates, are specifically targeted by financial sanctions by virtue of being listed on a sanctions list maintained by the United Kingdom, the European Union or the United States of America.	11.4	Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination. Upon expiry or termination of this Agreement, the parties agree that the provisions of clause 3.3 continue to survive in accordance with its terms.
9.5	You will notify us immediately if you become aware of any matter that is prohibited by this clause.	11.5	If this Agreement is terminated by us in accordance with this clause 11:
			(a) where such termination occurs prior to commencement of an Event, you shall be obliged to pay the total fee (as set out on the

Order Form) and any other outstanding sums as at the date of termination within 14 days of the date of our notice of termination;

- (b) there shall be no obligation on us to refund any sums already paid by you pursuant to clause 4;
- (c) we shall be entitled to re-sell the Products allocated to you to a third party;
- (d) you shall no longer be entitled to use the Event Marks and any property at the Event will be removed immediately, failing which the property shall be removed by us at your expense; and
- (e) unless otherwise agreed by us in writing, you shall not be permitted entry to the Event.

12. OTHER IMPORTANT TERMS

12.1 You shall ensure that all your delegates, employees or anyone else at the Event who has been authorised by you to attend promptly complies with all reasonable instructions and directions issued by or on behalf of us in connection with the Products, the Event and its promotion (including, without limitation, the specific directions as set out in this Agreement in relation to certain Products and any instructions or directions given in relation to the use of the venue at which the Event is being held. We shall not be responsible for any failure or delay where such failure or delay occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.

12.2 You acknowledge and agree that unless the costs are included in the fees as set out in the Order Form, you are solely responsible for all costs that you incur relating to the Products and attendance at the Event (including, without limitation, any travel costs, the costs of any staff or contractors that you engage for the purposes of the Event and any costs relating to your or your guests presence at the Event). Without prejudice to the generality of the foregoing, it is your responsibility to check and ensure that you and your invitees and delegates obtain all necessary and appropriate documentation for entry into the country where the Event is being held. This includes but is not limited to valid passports, visa, vaccination certificates and any other documentation that you may need. In the event that you are unable to obtain such documentation and you have to cancel or transfer to another event date, the cancellation fees and the transfer fees will still be due.

12.3 You agree that unless otherwise set out in this Agreement or agreed in writing between us, both during the Term and for a period of five (5) years after termination of this Agreement: (a) the terms of this Agreement (including the Order Form(s); and (b) all technical, financial and other information or data provided to you in relation to us and our group or the Event in connection with this Agreement (together the "Confidential Information") shall be treated in the strictest confidence by you. Unless otherwise approved in writing by us, you shall not share the Confidential Information with any other party save: (i) to your employees, officers, representatives or advisors who need to know the Confidential Information for the purposes of complying with this contract; or (ii) as may be required by law, a court of competent jurisdiction of any governmental or regulatory authority. The restrictions set out in this clause 13.8 shall not apply to any Confidential Information that: (i) is or subsequently becomes available to the general public, other than through a breach of this Agreement by you; (ii) is developed through your independent efforts without reference to the Confidential Information; or (iii) that you rightfully receive from a third party without restrictions as to its use.

12.4 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

12.5 You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. Except for the representations and warranties stated in

these terms and conditions, we disclaim all representations and warranties of any kind, express or implied (and whether by statute, law or a course of dealings) to the maximum extent allowed by law.

12.6 No failure or delay by either party to exercise any right to remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.7 No variation of this Agreement shall be effective unless it is in writing, specifically references this Agreement and signed by each of us.

12.8 Nobody else has any rights under this Agreement. No other person has any rights to enforce any of its terms and the parties don't require the agreement of any other person to change the contract.

12.9 This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.

12.10 We may transfer this Agreement to someone else. You are not permitted to assign or transfer any of your rights or obligations arising under this Agreement.

12.11 If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.12 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us when signing up for the Products. The words 'writing' or 'written' in these terms include emails and electronic messages on platforms used to deliver the Products.

12.13 If you have any questions or complaints about the Products you should in the first instance contact us and provide us with as full a description of the issue. We will endeavour to respond to your complaint as soon as possible and within 30 working days.

12.14 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim in respect thereof.

PART A – SPONSORSHIP

The terms and conditions of this Part A – Sponsorship apply to a purchase of the Sponsorship Package.

13. GENERAL SPONSORSHIP TERMS

13.1 You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event. You shall not engage in any joint promotion with any third party in relation to the Event without our prior written consent.

13.2 You shall, prior to distributing any promotional materials referencing the Event and/or using the Event Marks provide copies to us for our approval (not to be unreasonably withheld). You undertake that you shall not distribute any promotional materials until you have received written confirmation from us that we approve the materials. You are solely responsible for meeting all costs relating to any such materials, (including reprinting costs if our approval is not obtained prior to printing).

13.3 If for any reason, we are unable to deliver any of the sponsorship products, we will inform you as soon as reasonably practicable. We

may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Products without any liability to you.

14. DELEGATE PASSES

- 14.1 You are entitled to the number of delegate passes for the Event set out in the Order Form.
- 14.2 It is your responsibility to check and ensure that all Delegates have the necessary and appropriate documents for entry into the country where the Event is being held. This includes but is not limited to valid passport, visa, vaccinations certificates, health and personal insurance documents for the duration of the Event and for any period thereafter. We will provide you a visa letter on request but only after full payment for the Event has been received.
- 14.3 You shall ensure that Delegates:
- (a) do not distribute any material or product which may be considered by us to be defamatory or offensive or which infringes or may infringe third party rights;
 - (b) do not transfer or share their delegate passes;
 - (c) provide photographic identification upon request by us; and
 - (d) do not behave in any manner that is or may be objectionable to other delegates or sponsors at the Event.

15. SPEAKER SERVICES

- 15.1 Where the Products include a speaking opportunity (the "Speaker Services") the terms of this clause 15 will apply.
- 15.2 You are responsible for any visas or other applications the Speaker may require. You are also responsible for the payment of the Speaker fees and expenses unless otherwise agreed with us.
- 15.3 The topic format and content of the Speaker Services will be agreed between us prior to the Event and in any event no later than thirty (30) days prior to the first day of the Event. You shall ensure that the Speaker attends a session briefing call with us, or with their panel (where required), and that the Speaker collaborates with us to produce the final content.
- 15.4 You are responsible for ensuring that the Speaker has obtained all copyright permissions and music licenses (where appropriate) for their session across the following formats: live presentation, live-broadcast and on-demand viewing.
- 15.5 If requested by us, you shall ensure that the final version presentation slides and/or audio visual content are provided to us no later than seven (7) days prior to the Event.
- 15.6 In your agreement with the Speaker you shall ensure that the Speaker is informed of and consented to the following:
- (a) our right to video and audio record the speaker, to live-broadcast and share the recording on-demand, and that the speaker has waived any moral rights that the speaker might have in such recording;
 - (b) the speaker grants us a right to use the content of the presentation for our promotional purposes after the Event; and
 - (c) the speaker gives us permission to promote the speaker at the Event including across our social media channels.

PART B - CORPORATE PACKAGE

The terms and conditions in this Part B –apply to the purchase of a Corporate Package at the Event.

16. THE SERVICE

- 16.1 These are the terms and conditions which govern the Corporate Package on which we facilitate and schedule meetings between you and Investors ("Meetings").
- 16.2 We make no promises, representations or warranties in terms of the success or any particular outcome of the Event or a Meeting.
- 16.3 We do not guarantee: (a) the number of Meetings ; or (b) that we will be able to schedule any minimum number of Meetings for you.
- 16.4 You acknowledge that: (a) we are not providing any advice or brokering any services on your behalf; (b) whilst we may ask Investors a number of questions during the registration, we do not verify any answers provided; and (c) by facilitating the Meetings we do not represent that we are affiliated or in any way officially connected to you or endorsing any of your services and/or products.
- 16.5 You acknowledge and agree that (a) the Corporate Package facilitates the scheduling of Meetings and participants of the Meetings to engage and discuss transactions; and (b) we are not responsible and will have no liability for any transactions ultimately formed or any actions taken by participants.

17. YOUR OBLIGATIONS

- 17.1 You or your meeting representative ("Meeting Representative") (as applicable) must comply with the any rules and directives relating to the meetings, including but not limited to
- :
- (a) any pre-Event and post-Event requirements;
 - (b) providing any information requested by us including: (a) completing your profile; and (b) providing information about yourself and your organisation
 - (c) arriving at the Meeting at the allocated time ("Meeting Time"); and
 - (d) staying at the Meeting for but not exceeding the Meeting length. In the instance that the Investor is late to a Meeting, you must stay in the meeting for at least 5 minutes before the Meeting is deemed a 'no show'.
- 18.2 You and your Meeting Representative must not contact, or attempt to contact, any Investors:
- (a) scheduled to attend a Meeting in advance of the Event (unless you have an existing relationship with the participant which was established during the course of normal business and has no connection to the Meetings); or
 - (b) who were not present at your Meeting, including those who were scheduled to attend your Meeting but who did not attend (unless we provide an e-mail introduction).

18.1 We will not accept requests to combine Meetings with other individuals, unless specifically permitted.

18.2 You must not provide a substitute to attend any Meetings to which a Meeting Representative is already registered without obtaining our prior written approval by email (and any substitute must be a

sufficiently senior representative), otherwise you will no longer be eligible to participate in the Meeting.

- 18.3 If you or your Meeting Representative fail to comply with the obligations in this clause 18, we will be entitled to (without any liability to you): (a) suspend your access to the Service; (b) prohibit your participation in the Meeting Programme (or any similar programmes), any future events and/or meetings; and (c) cancel all your Meetings.
- 18.4 Prior to the Event, we shall provide you with all relevant details relating to the Event (including, but not limited to, timings of the Event, rules relating to the venue where the Event is held (the "Venue") and rules relating to use of the booth space.
- 18.5 You shall ensure that you only use the booth space to promote your goods and services (the "Exhibits") and for no other purpose.
- 18.6 We reserve the right to remove any materials being used to promote your Exhibits at any time during the Event (and to recover any costs incurred by us in doing so from you) if such materials: (i) are in our reasonable opinion likely to be infringing the rights of a third party; (ii) cause you to be otherwise in breach of this Agreement; or (iii) are, in our reasonable opinion, otherwise inappropriate for display.
- 18.7 You shall ensure that your booth space is left in good order and in a clean condition at the end of the Event. In the event of any failure to do so, we may elect to carry out these obligations ourselves and at our election retain or dispose of any items remaining at the booth space and you shall re-imburse us for any costs so incurred by us.
- 18.8 You warrant that you will comply with (and shall procure that your employees shall comply with): (i) all relevant laws and regulations relating to your attendance at the Event; and (ii) any further specific rules which apply to the Venue.
- 18.9 You are prohibited from selling your Exhibits, and any other products or services, from your booth space throughout the duration of the Event and you hereby warrant that you shall comply with this prohibition. For the avoidance of doubt, selling includes but is not limited to transactions which involve the exchange of cash and/or credit or debit card payments received from exhibitors and/or members of the public visiting the Event. For the avoidance of doubt, this does not restrict you from accepting trade orders at your stand space.
- 18.10 You indemnify us against all costs, expenses, damages, claims, losses and liabilities suffered or incurred by us (or any of our group companies) arising from your participation in the Event, occupancy and use of the booth space or by virtue of any other acts or omissions by or on your behalf at the Venue.
- 18.11 We shall be entitled to terminate the Agreement if you breach the warranties given in clauses 18.5 and 18.6.

PART C – INVESTOR RELATIONS PACKAGE

The terms and conditions in this Part C – apply to the purchase of an Investor Relations Package.

19. SERVICES

- 19.1 You acknowledge that the services we offer in relation your Investor Relations Package will be set out in full on the Order Form.
- 19.2 We make no promises, representations or warranties in terms of the success or any particular outcome of the Event or a Meeting.
- 19.3 We do not guarantee: (a) the number of Meetings; or (b) that we will be able to schedule any minimum number of Meetings for you.
- 19.4 If you have purchased a Corporate Package at the Event, you agree that you will not sell any services from your booth space throughout the duration of the Event that compete with the Investor Relations Package.