

EXHIBITOR TERMS AND CONDITIONS

1 DEFINITIONS

In these terms and conditions:

Agreement means these terms and conditions, the Booking Form and the Exhibitor Information Pack;

Cancellation Charge means the charges set out in Clause 10.1.2 of this Agreement for any cancellation of the **Stand Space**;

Booking Form means the form to be completed and signed by the Exhibitor;

Exhibition means the event described in the Booking Form;

Date of the Exhibition means the date of the Exhibition as detailed in the Booking Form;

Exhibitor means the person, firm or company whose details are specified in the Booking Form;

Exhibitor Branding means such branding as may be provided by the Exhibitor to the Organiser in connection with the Exhibition;

Exhibitor Information Pack means such pack containing information about the Exhibition, as may be made available by the Organiser to the Exhibitors in advance of the Exhibition;

Fees means the fee detailed in the Booking Form;

Organiser means Intelligent Instructor Ltd (registered company number 09833589) of Mount Manor House, 16 The Mount, Guildford, Surrey GU2 4HN, or its permitted assignees;

Organiser Branding means such branding as may be provided by the Organiser to the Exhibitor for use by the Exhibitor in connection with the Exhibition;

Stand Space means any area in the Exhibition licensed to the Exhibitor in accordance with this Agreement; and

Venue means the venue at which the Exhibition is held, as set out on the Booking Form.

2 AGREEMENT

2.1 Subject to Clause 15.9 below, the Booking Form, these terms and conditions and the Exhibitor Information Pack shall form the entire agreement between the parties. Each party confirms that it has not relied on any prior representations or negotiations in entering into this Agreement.

2.2 In the event of conflict between the various documents forming this Agreement between the parties the following order of priority shall apply: (i) the Booking Form, followed by (ii) these terms and conditions, followed by (iii) the Exhibitor Information Pack.

3 ALLOCATION AND LICENCE OF STAND SPACE

3.1 The Stand Space is licensed to the Exhibitor (in common with the Organiser and all others authorised by the Organiser) on a non-exclusive basis in accordance with this Agreement. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time spent in promptly removing the exhibits and marketing material from the Stand Space after the Exhibition has concluded in accordance with Clause 7 below) or until the licence is otherwise terminated or cancelled in accordance with this Agreement.

3.2 The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space.

3.3 The Organiser reserves the rights to determine, and if it deems necessary, alter at its sole discretion:

- 3.3.1 the location and/or size of the Venue;
 - 3.3.2 the term or duration of, and/or the opening hours for, the Exhibition;
 - 3.3.3 the date or dates on which the Exhibition is to be held;
 - 3.3.4 the Stand Space allocated to the Exhibitor and its location;
 - 3.3.5 the layout of the Exhibition generally (including but not limited to entrances and exits for the Venue); and
 - 3.3.6 any and all other technical or administrative details in respect of the Exhibition.
- 3.4 The Organiser will use reasonable endeavours to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and detrimentally impact on the Exhibitor's rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the Organiser to benefit and safeguard the value of the Exhibition as a whole, to the potential detriment of any individual Exhibitor(s). In the unlikely event that any material changes or alterations are detrimental to the Exhibitor, the Exhibitor further acknowledges and agrees that the Organiser may at its discretion and without obligation apply a pro rata reduction to the Fees or part of them to compensate the Exhibitor for any material detriment so offered and that this shall be the Exhibitor's sole remedy in this regard.

4 FEES AND PAYMENT

- 4.1 The Exhibitor agrees to pay the Fees in accordance with the amounts and payment terms set out in this Agreement.
- 4.2 Unless otherwise agreed by the parties and stated on the Booking Form, Fees shall be paid by the Exhibitor within 28 days of the date of the Organiser's invoice for such Fees or one (1) week from the Exhibition, whichever is the sooner. Time shall be of the essence regarding payment of Fees.
- 4.3 Without prejudice to any other right or remedy that it may have, in the event the Exhibitor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Organiser shall be entitled in its sole discretion to deem that the Exhibitor has cancelled its requirement for Stand Space and to (i) require the Exhibitor to pay the Cancellation Charge as detailed in Clause 10.1.2; and/or (ii) exercise its rights pursuant 10.3 (Re-allocation of Stand Space).
- 4.4 The Fees and any Cancellation Charge are stated as being exclusive of VAT which shall be payable, if applicable, by the Exhibitor in addition.
- 4.5 If any amounts payable under this Agreement are not paid to the Organiser by their due date for payment (whether Fees, Cancellation Charge or otherwise), then the Organiser shall be entitled to charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis.

5 STAND SPACE AND EXHIBITS

- 5.1 The Exhibitor shall abide by and observe all requirements, laws, rules and regulations (including but not limited to those set out in the Exhibitor Information Pack) whether imposed by the Organiser, the proprietors or managers of the Venue or any municipal, governmental or other competent authority.
- 5.2 If in the opinion of the Organiser, the Exhibitor's stand or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, the Organiser may at its sole discretion: (i) charge the Exhibitor for the extra Stand Space so

occupied at the prevailing rate, or (ii) require the Exhibitor to move or alter its stand so that the allocated Stand Space is not exceeded and the Exhibitor agrees to pay all costs and expenses related thereto.

5.3 The Exhibitor must not erect its exhibits in a manner which would, in the opinion of the Organiser, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other Exhibitor.

5.4 Any marketing materials and all materials used for building, decorating or covering stands or displays must consist of non-flammable material. The Exhibitor must comply immediately with all instructions given by the relevant authorities or the Organiser to avoid the risk of fire or any other risk of injury or damage to property.

5.5 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other Exhibitors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to visitors and other Exhibitors. In addition, the Exhibitor shall reduce the volume of or switch off any music or other sound source immediately if required to do so by the Organiser.

5.6 The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition the Exhibitor's Stand Space and for this purpose the Organiser or any such person shall be entitled to use such force as may be reasonably necessary and (subject to Clause 13.5) without incurring any liability whatsoever to the Exhibitor.

5.7 On the first day of the Exhibition, the Exhibitor must occupy the Stand Space allocated to it no later than the opening time of the Exhibition. In the event that the Exhibitor fails to do so, then (without prejudice to the Organiser's other rights and remedies) the Organiser shall be entitled to deem that the Exhibitor has cancelled its requirement for the Stand Space and to (i) require the Exhibitor to pay the Cancellation Charge as detailed in Clause 10.1.2; and/or (ii) exercise its rights pursuant to Clause 10.3 (Re-allocation of Stand Space).

5.8 Details of Exhibition hours are set out in the Exhibitor Information Pack or as otherwise notified in writing by the Organiser. During these times the Exhibitor shall ensure that: (a) the Stand Space is adequately staffed by the Exhibitor's authorised personnel and/ or representatives; (b) the exhibits are all operational and/or displayed (as the case may be); and (c) the Exhibitor is ready and able to conduct business.

5.9 Save for canvassing by the Exhibitor on its own Stand Space in the normal course of its business, any other canvassing anywhere in the Exhibition is strictly prohibited. The distribution or display by the Exhibitor of printed or other marketing literature, flyers, promotional give-aways or signage or other articles except by the Exhibitor on its own Stand Space is prohibited, except by prior written agreement with the Organiser.

5.10 The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licences for its use of all intellectual property rights in any exhibits or other materials used in connection with the Exhibition.

6 EXHIBITOR'S REPRESENTATIVES AND PASSES

6.1 The Exhibitor shall supply to the Organiser the name of at least one person to be its representative in connection with the installation, operation and removal of the exhibits from the Stand Space and shall ensure that such person is available to be contacted by the Organiser at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.

6.2 In order to ensure only official access to the Exhibition areas, the Exhibitor and any authorised personnel and any permitted contractors will be issued with non transferable passes. No admission to the Exhibitor areas will be allowed unless this pass is presented. The Exhibitor will be required to provide the Organiser, upon request, with a list detailing the personnel who will be present at the Stand Space and/or around the Exhibition and/or any permitted contractors and the day(s) on which each person is likely to be in attendance. The Exhibitor shall be liable for all and any unauthorised use of the passes issued to the Exhibitor.

6.3 The Exhibitor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Exhibitor. The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

7 REMOVAL OF EXHIBITS AND MARKETING MATERIALS

7.1 The Exhibitor shall comply with all provisions of the Exhibitor Information Pack in relation to the removal of exhibits and dismantling of the contents of the Stand Space.

7.2 In order to comply with health and safety regulations, no exhibit shall be packed, removed or dismantled during Exhibition hours or prior to the closing of the Exhibition without the prior written permission from the Organiser.

7.3 The Organiser reserves the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any exhibit (whether specified on the Booking Form or not) which is being displayed at the Exhibition if the Organiser reasonably believes that such exhibit contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.

7.4 The Exhibitor will be liable for all storage and handling charges imposed by the Organiser acting reasonably which result from the Exhibitor's failure to remove all property from its Stand Space in accordance with this Agreement.

7.5 The Exhibitor must surrender any occupied Stand Space in its original condition and free from rubbish. The Exhibitor shall on demand indemnify and keep indemnified the Organiser for any damage caused by the Exhibitor, its employees, agents or contractors to the Venue and/or to any Stand Space occupied by the Exhibitor, or any possessions or property of other Exhibitors.

8 INSURANCE

8.1 The Exhibitor shall obtain with a reputable insurance company (i) public liability insurance to a level which shall not be less than £1,000,000 per event, and shall provide written evidence of its insurance policy to the Organiser upon request.

9 USE OF BRANDING

9.1 Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Information Pack or otherwise provided in writing to the Exhibitor, the Organiser hereby grants the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the

date of the Agreement and the end of the Exhibition, to use the Organiser Branding solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.

9.2 Subject to the Organiser complying with the provisions of this Agreement, the Exhibitor hereby grants the Organiser a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence, to use the Exhibitor Branding solely and strictly for the purpose of promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

10 EXHIBITOR'S CANCELLATION OR MODIFICATION OF STAND SPACE

10.1 If the Exhibitor wishes at any time prior to the Exhibition to cancel its Stand Space, it shall:

10.1.1 provide immediate written notice to the Organiser; and

10.1.2 pay the Cancellation Charge as follows:

10.1.2.1 if cancellation occurs 11 months' or more from the Date of the Exhibition, the Exhibitor will be liable to pay 0% of the Fees;

10.1.2.2 if cancellation occurs between 9 and 11 months' from the Date of the Exhibition, the Exhibitor will be liable to pay 25% of the Fees;

10.1.2.3 if cancellation occurs between 6 and 9 months' from the Date of the Exhibition, the Exhibitor will be liable to pay 50% of the Fees; and

10.1.2.4 if cancellation occurs between 6 months' or less from the Date of the Exhibition, the Exhibitor will be liable to pay 100% of the Fees.

10.2 If the Exhibitor wishes to modify its Stand Space it shall send a written request to the Organiser, stating the reason for the proposed modification, which the Organiser shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional Fees if the modification will result in additional requirements in connection with the Stand Space or the payment of Cancellation Charge if the modification will result in significantly reduced requirements for Stand Space.

10.3 In the event that:

10.3.1 the Exhibitor provides notice of cancellation under Clause 10.1;

10.3.2 the Exhibitor's modification pursuant to Clause 10.2 results in a reduction of Stand Space;

10.3.3 the Organiser deems that the Exhibitor has cancelled its requirement for the Stand Space in accordance with Clauses 4.3 and/or 5.7; and/or

10.3.4 the Exhibitor is in breach of this Agreement;

then the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser) to re-allocate or resell the Stand Space which had been allocated to the Exhibitor. In the event that the Exhibitor modifies its Stand Space in accordance with the provisions of 10.2 above, and then subsequently attempts to cancel such Stand Space, the Organiser shall in its sole discretion be entitled to apply the Cancellation Charge relevant for (i) the original, unmodified Stand Space; or (ii) the modified Stand Space.

10.4 The Exhibitor hereby acknowledges that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by the Organiser as a result of the Exhibitor's cancellation or modification and that they do not represent a penalty. For the avoidance of doubt, the Organiser is not required to mitigate its

losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Organiser is able to reallocate or resell the Stand Space.

11 POSTPONEMENT AND CANCELLATION BY ORGANISER

11.1 The Organiser shall be relieved of its obligations under this Agreement in the event that the holding of the Exhibition by the Organiser, the performance by the Organiser of any of its material obligations under this Agreement and/or the attendance at the Exhibition by the Exhibitors and/or any other exhibitor and/or any visitors is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Organiser or the providers of the Venue including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, exhibitions and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use (“force majeure”).

11.2 In the event of force majeure, the Organiser may cancel, postpone or bring forward the Exhibition or change the Venue or otherwise alter the Exhibition.

12 TERMINATION

12.1 This Agreement may be terminated by the Organiser at any time by written notice to the Exhibitor upon the occurrence of any of the following events:

12.1.1 the Exhibition is cancelled in accordance with Clause 11 above;

12.1.2 the Organiser is not satisfied that proper use is being made of the Venue by the Exhibitor at any time when the Exhibitor or any of their contractors or exhibits is in the Venue in connection with the Exhibition;

12.1.3 the Exhibitor fails to arrange insurance cover in accordance with the provisions of Clause 8;

12.1.4 payment of Fees is not made by the Exhibitor in accordance with this Agreement;

12.1.5 the Exhibitor is or becomes for any reason unable to utilise the Stand Space;

12.1.6 the Exhibitor ceases to carry on business, becomes insolvent or, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;

12.1.7 the Exhibitor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/themselves so as to bring itself, the Exhibition or the Organiser into disrepute;

12.1.8 the Exhibitor is in breach of any provision of this Agreement;

12.1.9 the Exhibitor is in breach of any applicable local legislation, rules or regulations.

12.2 Upon termination of this Agreement for any reason, any allocation of the Stand Space shall automatically be cancelled forthwith.

12.3 If this Agreement is terminated under any of Clauses 12.1.2 to 12.1.9 inclusive above then: (i) the Organiser shall be entitled to re-allocate and/or resell the Stand Space; (ii) all payments made in respect of the Stand Space shall be retained by the Organiser and

forfeited by the Exhibitor; and (iii) the Organiser shall have the right to invoice for and (within 28 days of the date of such invoice) the Exhibitor shall pay the balance of the Fees and for any loss of damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence of such termination.

12.4 Upon termination of this Agreement for any reason, all the Exhibitor's property shall be removed by the Exhibitor from the Exhibition immediately, failing which such property will be removed and/or stored at the Exhibitor's expense in accordance with Clause 7.4. The Organiser reserves the right to exercise a general lien over any property of the Exhibitor in the Venue in respect of all monies, of whatever nature, including (without limitation) in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by the Exhibitor to the Organiser in connection with the Exhibition.

12.5 Without prejudice to Clauses 12.3 and 12.4, on termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including but not limited to Clauses 4, 12, 13, 14 and 16.

13 LIMITATION OF LIABILITY AND INDEMNITY

13.1 This Clause 13 sets out the entire liability of the Organiser (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Exhibitor in respect of:

13.1.1 any breach of this Agreement;

13.1.2 any use made by the Exhibitor of the Stand Space; and

13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Neither the Organiser nor any of its respective agents shall be liable to the Exhibitor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

13.3 Subject to Clause 13.5 below, the Organiser's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.

13.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13.5 Nothing in this Agreement purports to exclude or limit either party's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.

13.6 The Exhibitor shall on demand indemnify and keep indemnified the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Exhibitor or any of their agents, contractors or employees.

14 CONFIDENTIALITY

14.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

14.1.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

14.1.2 which comes into the public domain otherwise than through the default or negligence of the receiving party; or

14.1.3 which the receiving party is required to disclose by law or applicable regulatory authority.

14.2 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

14.3 Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 14.

14.4 The provisions of this Clause 14 shall continue in force notwithstanding termination or expiry of this Agreement.

15 GENERAL

15.1 Assignment: The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Agreement. The Organiser shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Exhibitor.

15.2 Notices: Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by facsimile transmission shall be deemed to be served immediately provided that in the case of facsimile transmission the correct transmission report shall have been received by the sender.

15.3 No waiver: No waiver by the Organiser of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of the Organiser. The Organiser's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

15.4 Cumulative remedies: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

15.5 Headings: The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

15.6 Relationship: Nothing in this Agreement shall create a relationship of landlord and tenant between the Organiser and the Exhibitor or give the Exhibitor any estate or interest in the Stand Space or any other space at the Exhibition other than a nonexclusive licence of the Stand Space.

15.7 Severability: The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

15.8 Supplementary regulations and instructions: Notwithstanding any other provision of this Agreement, the Organiser reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on the Exhibitor.

15.9 Third parties: No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

16 GOVERNING LAW AND JURISDICTION

16.1 These Terms and Conditions shall be construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.