



LEAD GEN AND SPONSORSHIP TERMS AND CONDITIONS

This Agreement is between Haymarket Media Group Ltd (company number 267189) whose registered address is at Bridge House, 69 London Road, Twickenham TW1 3SP (“**Haymarket**”, “**we**” and “**us**”) and the party detailed on the relevant order form / booking form (“**Order Form**”) (referred to in these T&Cs as “**you**”).

The Lead Gen Terms and Conditions as set out in Part A (“**Lead Gen T&Cs**”) and the General Terms & Conditions for Sponsorship and Content Marketing as set out in Part B (“**Sponsorship T&Cs**”) shall collectively be referred to as the “**T&Cs**”.

The T&Cs and the Order Form together form the “**Agreement**” between you and Haymarket.

Where there is any conflict or inconsistency between any elements of this Agreement, they shall prevail in the following order: (1) the Lead Gen T&Cs; (2) the Sponsorship T&Cs; (3) the Order Form (except where it is expressly stated in the Order Form that the Order Form shall take precedence).

Any capitalised term or expression used in these T&Cs but not defined in these T&Cs shall have the meaning set out in the Order Form.

Part A – Lead Gen Terms and Conditions

The following Lead Gen T&Cs apply to all services relating to the acquisition or generation of Leads by Haymarket for you, including via various of Haymarket’s website properties; via events / projects / campaigns organised by Haymarket; or otherwise (“**Lead Generation Services**”).

You agree that by purchasing any Lead Generation Services from us, you are entering into a legally binding agreement pursuant to these Lead Gen T&Cs.

Any capitalised term or expression used in these Lead Gen T&Cs but not defined in these Lead Gen T&Cs shall have the meaning set out in either the Order Form or the Sponsorship T&Cs.

1 Definitions

“**Agreed Purposes**” shall mean the purposes for which you may use the Lead Data, as set out in the Order Form.

“**Controller**”, “**data controller**”, “**processor**”, “**data processor**”, “**data subject**”, “**personal data**”, “**processing**” and “**appropriate technical and organisational measures**” shall have the meaning as set out in the Data Privacy Laws from time to time.

“**Data Privacy Laws**” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) UK Data Protection Legislation (ii) the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”); (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (ii) and (iii) above; (v) codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)-(iv) above;

“**International Transfer Requirements**” means the requirements of Chapter V of the GDPR (Transfers of personal data to third countries or international organisations);

“**Lead**” means an individual who provides their Lead Data to Haymarket and consents to their Lead Data being provided by Haymarket to you;

“**Lead Data**” means Personal Data including but not limited to contact details provided by a Lead to Haymarket to comprise as a minimum the details agreed by Haymarket with you and specified in an Order Form;

“**Permitted Recipients**” shall mean the parties to the Order Form to which these Lead Gen T&Cs relate, your employees and those of Haymarket;

“**Restricted Country**” means a country, territory or jurisdiction which is not considered by the EU Commission (or, in respect of personal data transfers caught by the requirements of UK Data Privacy Laws, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of Personal Data pursuant to Article 45(1) of the GDPR (and/or analogous provisions of UK Data Privacy Laws);

“**Restricted Transfer**” means a transfer of personal data from an entity whose processing of Personal Data under these Lead Gen T&Cs is caught by the requirements of the GDPR (and/or UK Data Privacy Laws) to an entity located in a territory that processes the relevant Personal Data in a Restricted Country;

“UK Data Protection Legislation” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018; and

“UK GDPR” has the meaning given to it in the Data Protection Act 2018 (as amended from time to time).

2 Leads

You appoint Haymarket to deliver Lead Data to you relating to Leads in the Territory, on the terms of this Agreement

3 Duties of Haymarket

- 3.1 Haymarket shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind you in any way.
- 3.2 Haymarket shall not make or enter into any contracts or commitments or incur any liability for or on behalf of you, including for the provision of your services or the supply of your goods, and (except with your prior written approval) shall not give any warranty or make any representation to Leads in relation to your goods or services.
- 3.3 Haymarket warrants that:
 - (a) the Leads provided have been obtained in accordance with all applicable Data Privacy Laws; and
 - (b) we are entitled to provide all Leads provided to you and you may legitimately contact those Leads for the Agreed Purposes.

4 Your Responsibilities

- 4.1 You must at all times act in good faith towards Haymarket.
- 4.2 You shall provide to Haymarket all information reasonably required by Haymarket to perform its duties, including complete and accurate information in relation to the manner in which and the purposes for which you intend to use Lead Data delivered to you by Haymarket.

5 Data Protection

- 5.1 The parties shall, in relation to the Lead Data delivered by Haymarket to you, be independent data controllers and acknowledge that in no circumstances shall Haymarket be deemed to be a joint data controller with you in relation to the Lead Data (or otherwise).
- 5.2 The provisions which follow set out the framework for acquisition of Lead Data. Haymarket shall disclose the Lead Data collected by Haymarket to you for the Agreed Purposes. Haymarket shall:
 - (a) ensure that it is able to lawfully disclose the set of Lead Data to you for the Agreed Purposes; and
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Lead Data and against accidental loss or destruction of, or damage to, Lead Data.
- 5.3 Each party shall comply with the Data Privacy Laws in connection with its collection, delivery and use of Lead Data and agrees that any material non-compliance by it with the Data Privacy Laws shall constitute a material and irremediable breach of this Agreement. Neither party shall intentionally do, or omit to do, any act or thing that puts the other party in breach of the Data Privacy Laws.
- 5.4 You shall give us reasonable assistance in complying with our obligations under the Data Privacy Laws. In particular, you shall: (i) promptly inform Haymarket of the receipt of any data subject access request that names Haymarket or a Group Company and comply with our reasonable directions in respect of such request; (ii) provide us with reasonable assistance in complying with any data subject access request that we or a Group Company receive; and (iii) notify us without undue delay (and in any event within 48 hours) on becoming aware of (a) any actual or alleged personal data breach (as defined in the GDPR) affecting the Lead Data and/or (b) of any breach of this clause 5 and/or the Data Privacy Laws in respect of the Lead Data and/or the activities contemplated by these Lead Gen T&Cs.
- 5.5 Each party (the **“indemnifying party”**) shall indemnify the other party (the **“indemnified party”**) against all claims and proceedings and all liability, loss, costs and expenses incurred by the indemnified party as a result of any claim made or brought by or on behalf of a Lead in respect of any loss, damage or distress caused to the indemnified party as a result of:
 - (a) any breach of the Data Privacy Laws or this clause 5 by the indemnifying party, its employees or agents; or
 - (b) any act or omission of the indemnifying party in relation to the Lead Data.
- 5.6 The parties acknowledge and agree that, to the extent the transfer of Lead Data is or does become a Restricted Transfer, the parties shall separately agree a transfer mechanism to legitimise the transfer of the Lead Data from Haymarket to you (**“Transfer Mechanism”**).
- 5.7 The parties acknowledge and agree that any agreed Transfer Mechanism may not, in isolation, ensure that your processing complies with the International Transfer Requirements, and the parties agree to cooperate with each other in good faith to agree written variations to these Lead Gen T&Cs, and to take such action as may reasonably

be required, to ensure that such processing complies with the International Transfer Requirements. To the extent that Haymarket determines that the processing cannot comply with the International Transfer Requirements, it may at no additional cost and without further liability either:

- (a) require you to only process the Lead Data within certain jurisdictions and/or subject to certain restrictions, supplementary measures and/or safeguards; and/or
- (b) suspend provision of the Lead Generation Services and/or terminate this Agreement in whole or in part on immediate written notice without further liability to you.

5.8 Notwithstanding clause 5.7, by entering into any Transfer Mechanism you warrant, represent and undertake (on an ongoing basis) that you can comply in full with the Transfer Mechanism.

Part B – General Terms and Conditions for Sponsorship and Content Marketing

1.1 **Interpretation** The definitions and rules of interpretation in this clause 1.1 apply in these Sponsorship T&Cs:

“Confidential Information” shall mean information relating to either party’s clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party and the Client’s members, business plans or affairs. Confidential Information shall include any document marked “Confidential”, or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential;

“Data Privacy Laws” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) UK Data Protection Legislation (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”); (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (ii) and (iii) above; (v) codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)-(iv) above;

“Event / Project / Campaign” means the activity for which Sponsor has sponsorship rights and/or event or content marketing that Haymarket is organising for Sponsor, as described on the Order Form (and where these terms simply reference an ‘Event’, this refers to a live event, virtual event, hybrid live and virtual event, awards, forum, conference or exhibition);

“Fee” means the fee specified on the Order Form;

“Fee Payment Terms” means the payment terms on the Order Form;

“Force Majeure” means an event outside the reasonable control of the affected party including natural disasters, actions or decrees of governmental bodies, communicable disease, war, riot and industrial action (but not including industrial action by Sponsor’s own staff or supply chain) which make performance of a material obligation under this Agreement impossible or materially more difficult or expensive to perform;

“Group Company” means a direct or indirect parent, subsidiary or subsidiary of a parent of the relevant company, with “parent” and “subsidiary” having the meaning given in section 1159 of the Companies Act 2006;

“Haymarket” means Haymarket Media Group Limited;

“Haymarket Mark” means the trading mark or names owned by or licensed to Haymarket, whether registered or unregistered, and any composite mark featuring a Haymarket Mark and Sponsor’s Mark, and to the extent that Haymarket is contracting on behalf of a Client’s Event/ Project/ Campaign, this shall also include the trading mark or names owned by Client and licensed to Haymarket, whether registered or unregistered, and any composite mark featuring a Client’s trading mark or names and Sponsor’s Mark;

“Intellectual Property Rights” means all intellectual property rights whether currently in existence or otherwise including copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and all similar rights whether registered or otherwise (including all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

“Laws” shall mean any and/or all applicable laws, statutes, court orders, and/or industry regulations;

“Marketing Activities” means any marketing activity carried out by Sponsor to promote or market the Event/ Project/ Campaign and/or Sponsor’s association with the Event/ Project/ Campaign;

“Materials” means all documents, adverts, promotions and/or materials created by Sponsor in connection with the Event/ Project/ Campaign or under this Agreement;

“Media Content” means the photographs, audio/audio-visual/visual content and or data which Haymarket owns or is licensed to Haymarket by third parties;

“Rights” shall mean Sponsor’s Rights as set out on the Order Form, which shall include Haymarket’s obligations as described in the Order Form;

“Services” means those Services to be provided by Haymarket so that Sponsor can enjoy the rights, as more particularly listed in the Order Form;

“**Site**” means the address where the Services relating to the Event/ Project/ Campaign are to be carried out, as set out on the Order Form;

“**Sponsor Mark**” shall mean the trading marks or names (whether registered or unregistered) owned by or licensed to Sponsor from time to time, as notified to Haymarket in writing which the Sponsor wishes Haymarket to use in association with the Event/ Project/ Campaign; “**Sponsor Staff**” means any individual invited to the Event by Sponsor: including as a guest, an employee, a contractor, a speaker or in any other capacity;

“**Term**” means the duration of this Agreement specified in the Order Form unless terminated earlier in accordance with the terms of this Agreement;

“**Territory**” has the meaning given on the Order Form;

“**UK Data Protection Legislation**” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018; and

“**UK GDPR**” has the meaning given to it in the Data Protection Act 2018 (as amended from time to time).

1.2 Unless the context otherwise requires:

1.3 references to a person includes a legal person (such as a limited company) as well as a natural person;

(a) the words “include” and “including” shall be construed without limitation; and

(b) any enactment includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment for the time being replacing or amending it.

2 Grant of Rights and Acknowledgements by Sponsor

2.1 In consideration of the payment by Sponsor of the Fees, Haymarket will grant Sponsor the Rights during the Term in the Territory on the terms and conditions set out in this Agreement (and Haymarket will itself perform the obligations set out in the Order Form).

2.2 Sponsor must exercise the Rights granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of Haymarket, its associated companies, the Event/ Project/ Campaign and other sponsors, advertisers or exhibitors. Where Haymarket is not expressly stated as responsible for costs in the Order Form, Sponsor may enjoy such Right at its own cost. Where Sponsor is permitted to use the Haymarket Mark, the Haymarket Mark shall be used on the Materials and for the Marketing Activities only.

2.3 Haymarket shall be entitled to use Sponsor Mark as necessary in any media and in any form to provide the Rights and any additional rights granted to Sponsor. Haymarket shall seek consent from Sponsor before each new use of Sponsor Mark, such consent not to be unreasonably withheld or delayed. The Sponsor consents to Haymarket's use of Sponsor Mark on social media to promote the Event/ Project/ Campaign and/or Sponsor, and acknowledges that Haymarket cannot accept responsibility for use of the Sponsor Mark by third parties once Sponsor Mark are used on social media.

2.4 Unless expressly stated in the Order Form or the Rights, Sponsor does not have the right to film the Event or otherwise use moving footage or audio of the Event.

2.5 Haymarket shall endeavour to host the Event at the Site on the Relevant Dates. Haymarket reserves the right to change the Relevant Dates, the Site or any location of Sponsor displays at the Site on reasonable notice to Sponsor. On receipt of such notice the Relevant Dates, the location of Sponsor displays or the Site (as applicable) shall be deemed amended and the remainder of this Agreement shall continue un-amended. Haymarket shall not be responsible for any costs incurred by Sponsor in the event of postponement or moving of the Event.

2.6 The Sponsor acknowledges that Haymarket cannot guarantee that the Event/ Project/ Campaign will attract any estimated or predicted number or demographic of guests, attendees, delegates, other exhibitors, sponsors, visitors, participants and/or Leads (as applicable), and that any estimates or predictions are given by Haymarket as an indication only. For the avoidance of doubt, any guarantees or confirmations given by Haymarket (including those relating to numbers or demographic of attendees, participants and/or Leads) in the Rights may not necessarily result in such actual levels. The Sponsor further acknowledges that:

(a) Haymarket cannot guarantee that Sponsor will achieve a certain level of sales or interest from the Event/ Project/ Campaign; and

(b) Haymarket is not liable for any misrepresentation by Haymarket or its representatives (whether innocently or negligently made) as to the number or demographic of guests, attendees, delegates, other exhibitors, sponsors, visitors, participants and/or Leads (as applicable) of the Event/ Project/ Campaign.

2.7 Sponsor will be responsible for the acts and omissions, behaviour and conduct of Sponsor Staff. Sponsor shall use its reasonable endeavours to ensure that at all times Sponsor Staff shall comply with all relevant rules and regulations governing access to the Event/ Project/ Campaign and shall not do or omit to do anything which may jeopardise the general safety and conduct of the Event/ Project/ Campaign. If in Haymarket's reasonable opinion any Sponsor Staff's conduct falls below this standard, Haymarket may refuse to permit Sponsor Staff entry to the Event or ask them to leave.

2.8 Haymarket reserves the right to cancel one or more Event/ Project/ Campaign governed by this Agreement on notice to Sponsor. In the event of cancellation of the Event/ Project/ Campaign by Haymarket other than for Force

Majeure, Sponsor will be entitled to full repayment of any Fees paid to Haymarket. Haymarket shall not be responsible for any other costs of any nature incurred by Sponsor from cancellation of the Event/ Project/ Campaign.

3 Payment

- 3.1 The Sponsor shall pay Haymarket the Fees on the Fee Payment Terms(s) and following receipt of an invoice from Haymarket. Haymarket shall raise an invoice and payment is due on the date or within the term specified on that invoice or in the applicable order or (if not specified) on thirty (30) days.
- 3.2 Unless otherwise agreed in writing:
- (a) if Sponsor fails to make payment of any sums when due, then Sponsor shall be liable to pay:
 - (i) an administration fee; and
 - (ii) interest (accruing on a daily basis) on the amount unpaid, in each case in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this Agreement) from the due date of payment until payment is received by Haymarket;
 - (b) any and/or all costs and expenses incurred by Haymarket (including legal costs and expenses) in recovering sums due under an unpaid invoice shall be recoverable from Sponsor; and
 - (c) all sums payable by Sponsor under this Agreement are payable to the bank account indicated on the invoice and are exclusive of any tax, levy or similar governmental charge, including value added or sales tax at the applicable rate.
- 3.3 Where Sponsor is required to make additional payments for access to other certain rights, Sponsor shall pay such sums on demand to Haymarket or on the date of the relevant Event/ Project/ Campaign to which such sums relate, whichever is the earlier.
- 3.4 The Sponsor shall have no right to set-off or withhold any monies from payments of the Fees or other payments due.
- 3.5 The Sponsor shall ensure that Haymarket receives the full Fee net of any withholding tax that may be payable. If any withholding or similar tax is due in relation to the Fee, the Fee shall be deemed grossed up so that Haymarket receives the full Fee under this Agreement.

4 Sponsor's Obligations

Sponsor represents, warrants and undertakes that it shall:

- 4.1 ensure that:
- (a) the content, nature and proposed use of each Material which: (i) incorporates a Haymarket Mark, or any Media Content, (ii) refers to Haymarket, the Event/ Project/ Campaign, or any partner of the Event/ Project/ Campaign; and/or (iii) is to be used for the Marketing Activities; and
 - (b) each and every Marketing Activity;
- is approved in writing by Haymarket prior to Sponsor commencing any such Marketing Activity or prior to the publication or use of the relevant Material.
- 4.2 provide one sample of each Material to Haymarket for prior approval and ensure that all Materials used conform with any samples approved by Haymarket;
- 4.3 not use the Haymarket Mark, or any Material except as expressly provided in this Agreement and in accordance with any usage guidelines as the parties may agree in writing from time to time during the Term;
- 4.4 not make any announcement of the nature or subject of this Agreement without the prior written consent of Haymarket;
- 4.5 not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names identical or confusingly similar to the Haymarket Mark, Haymarket's other trading names, Haymarket's Intellectual Property Rights or the Event/ Project/ Campaign;
- 4.6 not knowingly do or suffer to be done any act which will in any way harm, impair or adversely affect the rights and interests of Haymarket or Haymarket's Intellectual Property Rights;
- 4.7 not make any representation or give any warranty on behalf of Haymarket or otherwise pledge the credit of Haymarket;
- 4.8 not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that any of the Materials, Haymarket or the Event/ Project/ Campaign is associated with any third party or any third party's products or services without the prior written consent of Haymarket;
- 4.9 co-operate with and comply with all reasonable requests of Haymarket at all times during the Term, including any deadlines for copy, and promptly notify Haymarket of any factor which could or does impact upon Sponsor's ability to perform Sponsor's obligations under this Agreement; and
- 4.10 not knowingly exercise the Rights in such a way as to conflict with or do anything which conflicts with the rights granted to any other sponsor or official supplier of Haymarket or the Event/ Project/ Campaign including but not

limited to the other sponsors.

5 Special Terms in Relation to Sponsor Passes and Sponsor Staff

- 5.1 Where Sponsor is granted access, tickets or passes to the Events (either free of charge, discounted or for full price) any Sponsor Staff or pass holders must comply with the terms relating to any pass
- 5.2 The Sponsor shall, and shall procure that all Sponsor Staff shall:
- (a) not bring into the Events any items prohibited by Haymarket. The Sponsor acknowledges that all prohibited items may be confiscated;
 - (b) comply with all safety announcements and reasonable directions given by Haymarket or its authorised representatives at the Events; and
 - (c) not make or take any photographs, film or other recordings at the Events for any commercial purpose other than as permitted in accordance with this Agreement.
- 5.3 The Sponsor and Sponsor Staff must comply with all health and safety laws and provide to Haymarket all reasonably required documents (including health and safety assessment forms) promptly on request by Haymarket.

6 Confidentiality

- 6.1 Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to keep the other party's Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written consent of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations hereunder.
- 6.2 Each party may disclose the other's Confidential Information to its employees, contractors or advisors who require it, provided that the recipients are themselves bound by obligations of confidentiality to the disclosing party. For the avoidance of doubt, Haymarket shall be entitled to disclose Confidential Information to the Client provided that the Client is subject to a duty of confidentiality.
- 6.3 This Clause 6 shall not apply to any information which:
- (a) is in the public domain or otherwise freely available (other than as a result of a breach by (i) the receiving party of its obligations or (ii) a third party of any obligation of confidentiality);
 - (b) is required to be disclosed by law. In such case the receiving party shall give the disclosing party reasonable written notice prior to such disclosure to enable the disclosing party to take steps or make representations to prevent any such disclosure;
 - (c) was already in the receiving party's possession at the time of such disclosure and the receiving party has documentary proof of such possession;
 - (d) is subsequently received by the receiving party from a third party without an obligation of confidentiality; or
 - (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

7 Haymarket Warranties

- 7.1 Haymarket warrants that:
- (a) it has the authority to enter into this Agreement and to perform its obligations under this Agreement and to grant Sponsor the Rights;
 - (b) the person executing this Agreement for and on behalf of Haymarket is a duly authorised representative of Haymarket and has the unconditional capacity to execute and deliver this Agreement for and on behalf of Haymarket; and
 - (c) it will perform all services under this Agreement with reasonable care and skill.
- 7.2 Haymarket disclaims all other conditions and warranties not expressly made in this Agreement, including without limitation about the Event/ Project/ Campaigns or the effectiveness of any the Rights granted to Sponsor, to the maximum extent permitted by law.

8 Sponsor Warranties

- 8.1 Sponsor represents, warrants and undertakes that:
- (a) it has the authority to enter into this Agreement and to comply with the obligations imposed on it under this Agreement and entering into this Agreement will not cause it to be in breach of any other obligation it has, contractual or otherwise;
 - (b) the person executing this Agreement for and on behalf of Sponsor is a duly authorised representative of Sponsor and has the unconditional capacity to execute and deliver this Agreement for and on behalf of Sponsor.

- (c) it has the right (including all necessary Intellectual Property Rights) to grant to Haymarket the right to use Sponsor Mark and any copy and that it is able to grant the required rights in accordance with this Agreement;
- (d) the use by Haymarket of Sponsor Mark as provided for in this Agreement does not infringe any third party Intellectual Property Rights; and it shall not make or do, and shall ensure no Sponsor Staff makes or does, any statement or any act which a reasonable person would consider disparages Haymarket, the Client, a Haymarket Mark, a third party sponsor or exhibitor of the Event/ Project/ Campaign or the Event/ Project/ Campaign itself.

9 Liability

- 9.1 Subject to Clause 9.3 below, each party shall have no liability to the other party for any loss or damage under or in connection with this Agreement or any collateral contract, whether in contract, tort (including negligence) or otherwise howsoever arising, which fall within any of the following categories:
- (a) any form of loss to the extent arising from any incorrect or incomplete information being provided by the other party;
 - (b) any form of loss arising as a result of a failure to follow the lawful instructions of the other party;
 - (c) business interruption, loss of anticipated savings, loss of business opportunity or loss of goodwill (in each case whether direct or indirect loss); and
 - (d) any indirect, consequential or special loss (even though the other party may be or become aware of the circumstances in which such loss could arise).
- 9.2 Without prejudice to Clause 9.1, but subject to Clauses 9.3 and 9.4:
- (a) Haymarket's maximum aggregate liability to Sponsor under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed an amount equal to 200% of the Fee paid or payable by Sponsor to Haymarket under this Agreement; and
 - (b) Sponsor's maximum aggregate liability to Haymarket under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed £1,000,000 (one million pounds).
- 9.3 Nothing in this Agreement shall exclude either party's liability for:
- (a) death or personal injury caused by the negligence of Haymarket, its officers, employees, contractors or agents;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that may not be excluded by law.
- 9.4 Although Haymarket may provide security at the Event, the role of security is to ensure the personal safety of all guests and exhibitors at the Event. Accordingly, Haymarket accepts no liability for any loss or damage to Sponsor's property at the Event.

10 Indemnity

- 10.1 Sponsor shall indemnify and hold Haymarket, its directors, executive members, officers, employees, agents and the Client harmless against all or any third party actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind arising by reason of (a) any act or omission of Sponsor or Sponsor Staff; or (b) any breach of this Agreement (including any breach of warranty given in this Agreement) by Sponsor or its authorised representatives howsoever caused, except where such claims, actions, losses, damages, liabilities and expenses arise directly as a result of Haymarket's negligence or the negligence of Haymarket's authorised representatives.
- 10.2 Haymarket shall indemnify and hold Sponsor and its directors, executive members, officers, employees, agents harmless against all or any actions, proceeding or claim brought by a third party that, in carrying out the Services, Haymarket has infringed the Intellectual Property Rights of such third party, except where such claims arises directly as a result of Sponsor's negligence or the negligence of Sponsor's authorised representatives, in which case this Clause shall not apply.
- 10.3 The foregoing indemnification obligations are conditional on the indemnified party:
- (a) giving the indemnifying party notice of the relevant claim;
 - (b) reasonably cooperating with the indemnifying party at indemnifying party's expense, in the defence of such claim; and
 - (c) giving the indemnifying party the right to control the defence and settlement of any such claim, except that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party shall have the right to participate in the defence at its expense. In the event that the indemnifying party fails to defend and/or indemnify the indemnified party, the indemnified party has the right to defend or settle any claim on its own behalf though counsel of its own choice, and be fully reimbursed by the indemnifying party for all costs and expenses of such defence.

- 10.4 Sponsor shall make good at its own expense any damage to the Events or any of the contents, fixtures and fittings of the Events attributable to any act or omission by Sponsor and/or any of Sponsor Staff (fair wear and tear excepted). In the event of Sponsor not having made good such damage within 7 (seven) days of the damage having occurred (or, if later, of Haymarket notifying Sponsor of such damage and requiring its remedy and providing Sponsor with an estimate of repair costs), Haymarket shall be entitled to rectify any such damage and Sponsor shall indemnify Haymarket for its costs in doing so.

11 Intellectual Property Rights

- 11.1 The Intellectual Property Rights used by Haymarket in connection with its business, including the Haymarket Mark and all other Intellectual Property Rights used on Haymarket's websites and in connection with its events/projects/campaigns, are owned and/or controlled by Haymarket or its licensors. Haymarket grants no licence to you to use such Intellectual Property Rights other than as set out in this Clause 11.
- 11.2 Haymarket grants a non-exclusive licence to Sponsor to use for the Term the Haymarket Mark and any Media Content provided to Sponsor for those purposes and in the manner set out under this Agreement (and the logos and marks of other sponsors only where incorporated in the Media Content and solely to enable Sponsor to exercise the rights under this Agreement).
- 11.3 The Sponsor acknowledges that as between Sponsor and Haymarket, Haymarket is the owner of all rights, title and interest in and to Haymarket's Intellectual Property Rights. The Sponsor shall not do or omit to do anything which might undermine the validity of a registered Haymarket Mark. Should any right, title or interest in or to such Client Intellectual Property Rights or any goodwill arising out of the use of any of a Haymarket Mark become vested in Sponsor (by the operation of law or otherwise), Sponsor shall hold the same in trust for and shall, at the request of Haymarket immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to Haymarket, as applicable, and execute any documents required by Haymarket, as applicable, to confirm such assignment.
- 11.4 If Sponsor becomes aware of any threatened or actual unauthorised use of Haymarket Intellectual Property Rights, Sponsor shall immediately notify Haymarket. The Sponsor will at Haymarket's request give all reasonable co-operation to Haymarket in any action, claim or proceedings brought or threatened in respect of Haymarket Intellectual Property Rights.
- 11.5 Sponsor hereby grants a non-exclusive licence to Haymarket and Client to use Sponsor Mark for the Term to promote the Event/ Project/ Campaign, for those purposes required under this Agreement and to third parties to enable them to exercise their rights and otherwise as part of the Media Content.

12 Data Protection

- 12.1 Each party warrants, represents and undertakes to the other that:
- (a) it complies and shall comply throughout the Term of this Agreement with all Data Privacy Laws;;
 - (b) it has (or has procured) and shall have (or shall procure) throughout the Term of this Agreement, all necessary permissions, consents and approvals of Data Subjects to provide their respective Personal Data to the other party and if applicable to allow the other party and/or its Group Companies to Process such Personal Data in the course of performing its obligations under this Agreement;
 - (c) it shall not do or omit to do anything which causes the other party to breach any Data Privacy Laws or contravene the terms of a party's registration, notification or authorisation (if applicable) under Data Privacy Laws and/or the registration, notification or authorisation of any of our Group Companies under Data Privacy Laws; and
- 12.2 Each party shall comply with all reasonable lawful instructions from the other party in relation to the processing of the Personal Data and take all necessary organisational and technical measures to ensure that Personal Data is safe from loss, theft or corruption.
- 12.3 Unless otherwise notified in writing, you confirm that Haymarket may transfer, process or store Data supplied to it by you outside of the UK .
- 12.4 A party's breach of any part of this Clause 12 shall entitle the other party to terminate this Agreement immediately by giving the breaching party written notice.

13 Anti-Bribery and Corruption

- 13.1 Each party to this Agreement will comply with and ensure that all of its employees and any persons performing services for or on its behalf comply with all applicable legal and regulatory anti-bribery and corruption obligations, including (but not limited to) the Bribery Act 2010.
- 13.2 Each party to this Agreement will be entitled to terminate this Agreement immediately upon written notice to the other party if, in connection with this Agreement, the other party, or any person employed by it or performing services for or on its behalf, commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.
- 13.3 If any breach of this Clause 13 is suspected or known each party agrees to notify the other party immediately.

14 Modern Slavery

- 14.1 Each party warrants to the other that it will comply with and ensure that all of its employees and any person

performing services for and on its behalf comply with, the Modern Slavery Act 2015 (“MSA”).

14.2 For the avoidance of doubt, each party warrants that it shall:

- (a) comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and
- (b) act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate diligence of potential suppliers, provided training to relevant staff and appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain. Each party to this Agreement warrants and represents that it is not (and to the best of its knowledge no supplier to its organisation is) subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

14.3 If any breach of this Clause 14 is suspected or known each party agrees to notify the other party immediately.

14.4 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 14.

15 Environmental Obligations

15.1 Each party to this Agreement will comply with and ensure that all of its employees and any persons performing services for or on its behalf comply with Environmental Law. For the purpose of this Clause 15.1, “**Environmental Law**” means all laws, regulations and codes of practice relating to pollution of the environment or harm to human health.

15.2 If any breach of this clause is suspected or known each party agrees to notify the other party immediately.

15.3 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 15.

16 Termination

16.1 This Agreement may be terminated with immediate effect by either party by written notice to the other party given at any time if such other party shall have committed a material breach of any of the terms hereof and (where such breach is capable of being remedied) shall have failed to remedy the same within 30 (thirty) days of receiving a notice specifying the breach.

16.2 This Agreement may be terminated with immediate effect by either party with written notice to the other if:

- (a) in respect of the other party an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made, or a receiver or trustee in bankruptcy is appointed over the other party’s estate or a voluntary agreement or arrangement is approved or entered into, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other’s assets or an undertaking or a resolution or petition to wind up the other is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, or any event analogous to any of the foregoing;
- (b) if the other party ceases or threatens to cease to carry on business; or
- (c) any event of Force Majeure continues for a consecutive period of one (1) month.

16.3 This Agreement may be terminated with immediate effect by Haymarket with written notice to Sponsor if Sponsor engages in conduct which in the reasonable opinion of Haymarket reflects unfavourably on the good name, goodwill, reputation or image of the Haymarket, the Event/ Project/ Campaign or any of its Intellectual Property.

16.4 Haymarket has the right to terminate this Agreement on 30 days’ written notice to Sponsor at any time and with no liability (other than to return any pre-paid Fee) nor further obligations, other than those set out in Clause 17.2.

17 Consequences of Termination

17.1 Termination of this Agreement pursuant to its terms will be without prejudice to any existing rights or claims that either party may have against the other and, except as specifically set out in this Agreement, will not relieve either party from fulfilling any obligations accrued prior to termination.

17.2 Upon termination or expiration of this Agreement (or part):

- (a) the Rights and opportunities granted under this Agreement to Sponsor will cease with immediate effect. In particular, Sponsor shall immediately cease using the Haymarket Mark and the Media Content and withdraw all Materials (in Sponsor’s possession custody or control);
- (b) subject to Clause 16.4 above, Sponsor must promptly pay to Haymarket all monies due and payable to Haymarket pursuant to this Agreement as at the date of termination or expiration (as the case may be) and Sponsor shall have no right to a refund of any payments made by Sponsor;
- (c) Haymarket shall not be required to cover up Sponsor Mark or withdraw any Materials (including Media Content) produced by it (or on its behalf) prior to the date of termination bearing Sponsor Mark; and

- (d) Sponsor Mark may continue to be included in the Media Content as part of the existing branding of the Event/ Project/ Campaign.

18 Force Majeure

- 18.1 If an event of Force Majeure occurs which is outside the reasonable foresight or control of a party, then the party prevented from complying with its obligations under this Agreement by the Force Majeure event shall give immediate written notice of the Force Majeure event to the other party specifying the nature, cause and likely effect of the Force Majeure event.
- 18.2 The party affected by the Force Majeure event shall, at the request of the other, take all reasonable steps to shorten and avoid the consequences of the Force Majeure event and provide such reasonable assistance as the other party may request to remedy the consequences of the Force Majeure event.
- 18.3 Nothing in this Clause 18 shall prevent or delay Sponsor from paying the Fees in accordance with this Agreement.

19 Notices

The parties agree that any notice or other communication under this Agreement shall be given or delivered to the other party's address as set out in the Order Form (or such address or email address as one party shall provide in writing to the other party from time to time) and is received on the day of sending if notifying by email or two days after the date of sending if notifying by post.

20 General

- 20.1 Sponsor may not assign or sub-licence its rights or obligations under this Agreement without the prior written consent of Haymarket. Haymarket may assign its rights and/or obligations under this Agreement to any Group Company of Haymarket.
- 20.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 20.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 20.4 This Agreement contains the entire agreement between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation (whether innocently or negligently made), warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement. Nothing in this Clause 20.4 shall, however, operate to limit or exclude any liability for fraud.
- 20.5 No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.
- 20.6 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 20.7 Where the parties agree to sign this Agreement by electronic signature (whatever form the electronic signature takes), then this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.
- 20.8 Except in relation to the Client, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.9 This Agreement and any dispute or claim arising in connection with this Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.