

Online Events – Online Stands and/or Sponsorship Standard Terms and Conditions

1 Interpretation and Definitions

- 1.1 These terms and conditions, together with the Addendum and contract form ("the Contract Form") issued by Reed Exhibitions Limited ("RX") or any Group Company, sets out the entire understanding and agreement between the Parties regarding the use of an online stand at the Online Event ('Online Stand') and/or the Sponsorship of or otherwise in relation to the Online Event by the Exhibitor/Sponsor and constitutes the Contract ('the Contract').
- 1.2 This Contract supersedes any proposals, terms and conditions, previous agreements or statements, whether written or oral regarding such subject matter, other than any confidentiality or non-disclosure agreement which the Parties may have signed prior to the Start Date which shall continue in full force and effect.
- 1.3 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to Start Date.
- 1.4 Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Contract (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract.
- 1.5 In the event of any conflict, the Contract Form and the Addendum will take precedence over these terms and conditions.
- 1.6 A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force.
- 1.7 The following definitions apply in this Contract.

Background IPR: the IPR owned by either RX or the Exhibitor/Sponsor and/or licensed to any of them by a third party, as at the Start Date.

Business Day: any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

Confidential Information: as defined in Clause 7.1.

Content: all text, information, data, photographs or images, audio or video material which can be incorporated in or displayed or published in relation to the Online Event as part of the Online Stand and/or the Sponsorship Rights.

Data: Personal Data and other data provided to or collected by the Exhibitor/Sponsor in relation to exploiting the Online Stand and/or to the provision of the Sponsorship or utilising the Sponsorship Rights, including Data pertaining to Leads.

Data Protection Legislation: applicable laws that concern the processing of personal data and privacy including where applicable the guidance and codes of practice issued by a supervisory authority (such as the UK Information Commissioner's Office ("ICO")) that are relevant to the conduct of each party under this Contract, with such applicable law including:

- a) the General Data Protection Regulation ("GDPR"),
- b) the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended ("PECR"),
- c) the Data Protection Act 2018,

as amended, supplemented or replaced by English or EU law, from time to time.

Deliverables: the deliverables to be provided to RX by the Exhibitor/Sponsor, including photographs of Exhibitor/Sponsor's Products, dressings and branding for the Online Stand and the Content, as detailed in the Contract Form.

Exhibitor/Sponsor: the party named as Exhibitor or Sponsor in the Contract Form.

Exhibitor/Sponsor Marks: the trademarks, service marks and logos which are the IPR of the Exhibitor/Sponsor.

Online Stand: as defined in Clause 3 below;

Fees: the fees payable by the Exhibitor/Sponsor in respect of the Online Stand and/or the Sponsorship as detailed in the Contract Form.

Force Majeure Event: as defined in Clause 13.1.

Foreground IPR: any IPR that arises or is obtained or developed by the Exhibitor/Sponsor in connection with the Online Stand and/or the Sponsorship.

Group Company: any of (i) Reed Exhibitions Limited; and (ii) any subsidiary of RX from time to time, as defined in section 1159 of the Companies Act 2006 (as amended) and including any joint ventures or partnerships or similar arrangements in which any Group Company has an interest.

Intellectual Property Rights or IPR: all intellectual property rights wherever in the world arising, whether registered or unregistered, including copyright, database rights, trademarks, patents, service marks, trade names, business names and domain names, design rights and all rights in the nature of unfair competition or right to sue for passing off.

Leads: the contact details of delegates, attendees and participants at or subscribers to the Online Event which may be passed to the Exhibitor/Sponsor for the Purpose.

Losses: liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses).

Materials: the information, materials and/or Leads supplied by RX to the Exhibitor/Sponsor, as reasonably required by the Exhibitor/Sponsor to enable it to exploit the Online Stand and/or utilise the Sponsorship Rights.

Online Event: the virtual event, webinar, meeting, seminar, conference or other digital product detailed in the Addendum and Contract Form, including, without limitation, webcasts, virtual or online lectures, online content hubs, business e-forums, white paper downloads, e-newsletters and any other similar events and products organized by RX and hosted on the Platform.

Personal Data: has the meaning given in the Data Protection Legislation.

Platform: the RX or third party platform or RX website used to host the Online Event which may be specified in the Addendum

Product(s): the Exhibitor/Sponsor's products or services which are to be promoted within the Online Event as set out in the Contract Form.

Purpose: the purpose for which the Exhibitor/Sponsor shall be permitted to use the Leads, which shall be to promote the Exhibitor/Sponsor's Products

RX Trademarks: the RX trademarks, service marks and logos, including the "Reed Exhibitions" name and logo or the Online Event's name and logo and any associated trademarks and service marks which are the IPR of RX or any Group Company.

Sponsorship: the sponsorship package purchased by the Exhibitor/Sponsor as detailed in the Contract Form.

Sponsorship Rights: the sponsorship rights in respect of the Online Event granted in consideration of the payment of the Fees, as detailed in the Contract Form.

Start Date: the effective date of this Contract as detailed in the Contract Form.

Term: the term of this Contract, i.e. the Start Date to the End Date, the end date of the Online Event or as otherwise detailed in the Addendum or Contract Form.

Territory: the territorial area within which the Sponsorship Rights and other rights granted hereunder shall be provided, as may be detailed in the Contract Form. For the avoidance of doubt, if the Territory is not specified in the Contract Form, it shall be the world

2

Commencement and Implementation of Sponsorship

This Contract shall commence on the Start Date and shall continue in force for the Term unless otherwise terminated in accordance with the provisions of this Contract.

3 The Rights Granted

In consideration of the obligations of the Exhibitor/Sponsor arising under this Contract, including the payment of the Fees to RX, RX hereby grants to the Exhibitor/Sponsor (i) the right to occupy and utilise the Online Stand at the Online Event assigned to it by RX to promote or exhibit its Products at the Online Event together with any rights to appointments with delegates or other participants at the Online Event, Leads, speaking opportunities or other rights referred to in the Contract Form.; and/or (ii) the Sponsorship Rights, for use by the Exhibitor/Sponsor during the Term in the Territory

- 3.1 The Exhibitor/Sponsor shall, at its own expense, provide to RX the Content and/or Deliverables detailed in the Contract Form for upload on to or implementation within the Online Event prior to the deadline specified by RX in the Addendum and in any event at least 10 Business Days prior to the start of the Online Event.
- 3.2 The Deliverables and Content shall not contain anything which is libellous, indecent, obscene, blasphemous, discriminatory, offensive or of a political nature or in any way unlawful and the Exhibitor/Sponsor shall indemnify RX in respect of any breach of this provision.
- 3.3 RX shall be entitled to approve all Deliverables and/or Content provided by the Exhibitor/Sponsor for inclusion within or in relation to the Online Event, such approval not to be unreasonably withheld or delayed and deemed to have been given within five (5) Business Days of delivery of the Deliverables if no comment has been made by RX.
- 3.4 The Exhibitor/Sponsor acknowledges and agrees that, if the Exhibitor/Sponsor fails to deliver the Content and/or Deliverables or delivers the Content and/or Deliverables late for approval, the Exhibitor/Sponsor shall remain liable to pay all the Fees detailed in the Contract Form and, while RX will use its reasonable endeavours to find an alternative opportunity for an Online Stand to be provided for or the Sponsorship Rights to be exercised for another online event, it cannot be guaranteed. If an alternative opportunity is found by RX for the Exhibitor/Sponsor, the Exhibitor/Sponsor shall be liable to pay any additional Fees for such alternative opportunity.
- 3.5 The Exhibitor/Sponsor shall be entitled to request an additional Online Stand or additional Sponsorship Rights, including receiving additional Leads, which may be accepted by RX in writing, at its complete discretion. The Fees payable for such additional Online Stand or additional Sponsorship Rights or additional Leads shall be as agreed between the parties in writing.
- 3.6 Leads and any other data to be provided under this Contract will be delivered to the Exhibitor/Sponsor by RX in accordance with the Data Protection Legislation and the terms of this Contract and the Exhibitor/Sponsor undertakes to comply fully with all provisions of the Data Protection Legislation relevant to the delivery of the Leads and any other relevant personal data hereunder.
- 3.7 The Exhibitor/Sponsor shall provide sufficient, suitably qualified and experienced personnel at all times to fulfil the Exhibitor/Sponsor's obligations under this Contract and shall ensure that, where required, such representatives are available to meet with delegates and other Online Event attendees and answer questions during the open hours of the Online Event and shall comply with Clause 5.9 below
- 3.8 The Exhibitor/Sponsor warrants and represents that it has and will maintain all necessary licences, permits, consents, and permissions necessary for and will give all notices relevant to the performance of its obligations under the Contract and the display and use of the Deliverables in relation to the Online Event and that the Content or the Deliverables are or will be the Exhibitor/Sponsor's original work and not breach any third party rights whatsoever or be contrary to applicable law.

4 RX Obligations

RX shall:

- 4.1 grant to the Exhibitor/Sponsor the right to use the Online Stand and other opportunities set out in the Contract Form;

- 4.2 grant to the Exhibitor/Sponsor the Sponsorship Rights;
- 4.3 provide the Materials, including the Leads;
- 4.4 approve the Deliverables and/or Content, as appropriate;
- 4.5 carry out all RX responsibilities set out in this Contract in a timely and efficient manner;
- 4.6 comply with all applicable laws and regulations with respect to its activities under the Contract;
- 4.7 obtain and maintain all necessary licences, consents, and permissions necessary for the Online Stand and/or Sponsorship Rights and for the Exhibitor/Sponsor to perform its obligations under this Contract; and
- 4.8 provide all necessary and reasonable co-operation in relation to the Contract.

5 Eligible Products, Deliverables and Conduct

- 5.1 The Exhibitor/Sponsor shall exhibit Products directly related to the industries to which the Online Event is targeted or as set out in the Online Event website. RX reserves the right to determine the eligibility of any Product for display. Only the Exhibitor/Sponsor's name(s) or logo(s) may appear on signage or branding placed on the Online Stand and in the any Online Event directory or website. The Online Stand must be used solely for the purpose of promoting the Exhibitor/Sponsor's Products and shall not be used for other business purposes. The Exhibitor/Sponsor shall not use the Online Stand to promote any other online or actual exhibition, event or conference without RX's prior written consent. RX's decisions with regard to the suitability of Products or any Online Stand use are final. All displays of the Exhibitor/Sponsor on the Online Stand shall remain in place during the open period of the whole of the Online Event.
- 5.2 Only a brand's owner or legal distributor may display and promote such brand at the Online Event and the Exhibitor/Sponsor shall list its participating principals as the Exhibitors/Sponsors of record, with RX reserving the right to verify the identity and status of the brand's owner and the legal distributor.
- 5.3 The Exhibitor/Sponsor's Products shall be displayed on the Online Stand at the Online Event subject always to strict compliance by the Exhibitor/Sponsor with the Contract. RX reserves the right to reject or prohibit any Products in whole or in part, upon RX's good faith determination that the same is not in accordance with the Contract. RX shall provide no refunds in the event of such rejection or prohibition.
- 5.4 The setup of the Online Stand, including the dressing of it and the insertion of the Exhibitor/Sponsor Marks and the Products, as well as the removal of the same at the end of the Online Event, shall be carried out by the Exhibitor/Sponsor in accordance with the reasonable instructions of RX.
- 5.5 The positioning and allocation of the Online Stand or Sponsorship Rights at the Online Event shall be determined by RX and may be changed from time to time in the best interests of the Online Event, as determined by RX in its sole discretion, and RX cannot guarantee that the Exhibitor/Sponsor will be placed next to, near to or away from any other Exhibitor/Sponsor.
- 5.6 RX may, at the expense of the Exhibitor/Sponsor, remove the Online Stand or Sponsorship Rights or alter anything in, on or forming part of the Online Stand or Sponsorship Rights if, in its reasonable opinion, it is desirable to do so in the interests of the Online Event.
- 5.7 The Exhibitor/Sponsor shall not do anything to annoy participants, cause a nuisance or interfere with the enjoyment of the Online Event by the delegates and participants or which may otherwise disrupt the Online Event and any failure to comply with this provision may result in removal of the Exhibitor/Sponsor, Online Stand and/or Sponsorship Rights from the Online Event.
- 5.8 If the Online Stand is not set up and installed as directed by RX by the time of the start of the Online Event or the Deliverables and/or Content are not approved by RX, the Online Stand may be used by RX for any purpose it may see fit, including selling to another Exhibitor/Sponsor, without in any way releasing the Exhibitor/Sponsor from any liability hereunder.

- 5.9 Where RX provides appointments for the Exhibitor/Sponsor or provides for remote interaction with delegates and attendees or speaking opportunities at the Online Event, the Exhibitor/Sponsor is required to promptly attend such appointments or opportunities remotely wearing suitable business attire. Exhibitors/Sponsors and their representatives shall conduct themselves in an appropriate professional and business-like manner during the Online Event. Offensive, abusive or discriminatory language and/or behaviour is not permitted.
- 5.10 The Exhibitor/Sponsor authorises RX to publish the Exhibitor/Sponsor's Deliverables, Content and Online Stand on the Online Event Platform
- 5.11 The Exhibitor/Sponsor authorises RX to publish the Exhibitor/Sponsor's directory entry on the Online Event Platform and/or in any other directory relating to the Online Event. If the Exhibitor/Sponsor fails to complete its directory entry on the Online Event Platform, RX shall be entitled to enter the Exhibitor/Sponsor's details from this Contract or from the Exhibitor/Sponsor's attendance at a previous RX event or online event. RX shall not be liable for any omissions, misquotations or other errors in relation to such publications in any media.
- 5.12 The Exhibitor/Sponsor gives RX the permission to use the Exhibitor/Sponsor's name, logo, trademarks Content and Products and the voice and likeness of any Exhibitor/Sponsor representatives and any recordings of the Online Event including the same, in all media formats (whether now known or hereinafter existing), in connection with the promotion and publicity of the Online Event and the performance of this Contract, The Exhibitor/Sponsor waives the right to inspect or approve the finished product and waives all royalties or other compensation.
- 5.13 The Exhibitor/Sponsor is prohibited from making any recording or taking screen shots or photographs of all or any part of the Online Event. The Exhibitor/Sponsor is prohibited from copying or circulating any materials, content or delegate/participant lists in relation to the Online Event except with the written consent of RX, to be granted or withheld at RX's complete discretion.
- 6 Fees and Payment**
- 6.1 The Fees payable for the Online Stand and/or Sponsorship Rights, and any applicable VAT, are as detailed in the Contract Form.
- 6.2 RX shall submit invoice(s) to the Exhibitor/Sponsor upon execution of this Contract in accordance with the Invoice/Payment Schedule in the Addendum.
- 6.3 The Exhibitor/Sponsor shall pay the invoice(s) on the due date(s) specified in the Payment Schedule in the Addendum or the due date on the invoice(s) submitted by RX, which due date(s) shall always be before the start of the Online Event. If no due date is specified, such invoices shall be paid within 30 days of the date of the invoice and in any event prior to the start of the Online Event. If payment is made by credit card, then in accordance with the applicable law, the RX will pass on any and all credit card charges and fees, which for the avoidance of doubt are costs incurred in addition to any amount owed, on a like-for-like basis, at the specific credit card company's prevailing rate.
- 6.4 RX may, at any time, without limiting any of its other rights or remedies, set off any liability of the Exhibitor/Sponsor to RX against any liability of RX or any Group Company to the Exhibitor/Sponsor or any Exhibitor/Sponsor group company at any time, regardless whether such liability is present or future. If any payment of Fees is fourteen (14) days or more in arrears (whether demanded or not), RX has the right to charge interest on the overdue amounts from fourteen (14) days after the due date, at a rate of 8% per annum above the base lending rate of HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis.
- 6.5 Where RX offers a payment incentive or discount on the standard Fees for early contracting and payment of the Fees or otherwise, the signed Contract and cleared funds must be received by RX from the Exhibitor/Sponsor

before the Discount Deadline Date; otherwise the Exhibitor/Sponsor will not qualify for the discount and RX will invoice the Exhibitor/Sponsor for the additional amount which shall be payable within 30 days of invoice.

7 Intellectual Property Rights

7.1 Statements of Ownership of IPR

- a) RX is the beneficial and legal owner of the Online Event and the goodwill and the IPR associated with the Online Event, all RX Trademarks and any confidential or proprietary information or trade secrets created in connection with the Online Event and RX hereby grants to the Exhibitor/Sponsor a non-exclusive licence to use the RX Trademarks and any Background IPR in the Online Event and the Materials for the purpose of promoting and servicing the Online Stand, fulfilling its Sponsorship Rights and/or its exploitation of the Leads for the Purpose. Any other usage of the RX Trademarks requires the prior written approval of RX.
- b) All Background IPR is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IPR has been derived).
- c) All Materials are the exclusive property of RX and the Exhibitor/Sponsor is granted a non-exclusive, non-transferable licence to use all the Materials.
- d) Any Foreground IPR whether in the Content or the Deliverables or otherwise created in accordance with this Contract, which are owned by the Exhibitor/Sponsor shall remain the property of the Exhibitor/Sponsor and RX shall be granted an exclusive right to use the Content and/or the Deliverables or any other assets arising from this Contract for the purpose of providing the Online Stand and/or the Sponsorship Rights on the Platform in accordance with the terms of this Contract.
- e) Any Foreground IPR which are owned by RX shall remain the property of RX and the Exhibitor/Sponsor shall be granted a non-exclusive right to use such assets to obtain the benefit of its exploitation of the Online Stand and/or the Sponsorship Rights in accordance with the terms of this Contract.
- f) The Exhibitor/Sponsor is the beneficial and legal owner of the Exhibitor/Sponsor Marks and grants to RX the non-exclusive right to use the Exhibitor/Sponsor Marks in accordance with the terms of this Contract.

7.2 Subject to Clause 7.1, each party irrevocably and unconditionally waives in respect of the relevant IPR, Background IPR and Foreground IPR, all moral rights that it may now or at any future time be entitled to in the UK under Chapter IV of Part I of the Copyright Designs and Patents Act 1988, and, so far as it is legally possible, any equivalent rights that it may have in any other jurisdiction.

7.3 Each party shall, promptly at the other party's request, do (or procure to be done) all such acts and things, including the execution of all such assignments of IPR and/or other documents, in such form as the other party may require for the purpose of securing the full benefit of the Contract, including all right, title and interest in and to the IPR, in accordance with this Clause 7.

7.4 RX shall provide Leads to the Exhibitor/Sponsor for the Purpose, The Exhibitor/Sponsor shall be entitled to use the Leads and RX's IPR in the Leads for the Purpose for six months from the provision of the Leads to the Exhibitor/Sponsor. Within that period, the Exhibitor/Sponsor may email each Lead no more than four (4) times to attempt to gather their direct consent to the Exhibitor/Sponsor's further use of their Personal Data. Where such consent is obtained from the Lead, the Exhibitor/Sponsor shall be the Data Controller in respect of that Personal Data. RX shall notify the Exhibitor/Sponsor in the event that any 'opts out' are received by RX after the provision of the Leads to the Exhibitor/Sponsor and the parties shall generally provide all necessary information and co-operation to one

another in the event that a 'Data Subject' seeks to exercise any of its rights under the Data Protection Legislation, including the rights of access to, or erasure of, their Personal Data.

7.5 The Exhibitor/Sponsor shall indemnify RX against any claim, action or litigation, and all Losses, arising as a result of any third-party action or claim alleging infringement of the IPR of a third-party arising out of, or in connection with, the provision of the Deliverables, including any Content and dressings or branding for the Online Stand, and RX's use of the Exhibitor/Sponsor Marks.

7.6 In no event shall the Exhibitor/Sponsor be liable to RX to the extent that the alleged infringement of the IPR of a third party is based on:

- a) a modification of the Deliverables or Exhibitor/Sponsor Marks by RX or any of its employees or contractors; or
- b) RX's utilisation of the Deliverables or Exhibitor/Sponsor Marks in a manner contrary to any instructions given by the Exhibitor/Sponsor; or
- c) RX's utilisation of the Deliverables or Exhibitor/Sponsor Marks after notice of the alleged or actual infringement from the Exhibitor/Sponsor or any appropriate authority.

7.7 RX shall indemnify the Exhibitor/Sponsor against any claim, action or litigation and all Losses arising as a result of any third-party action or claim alleging infringement of the IPR of a third-party arising out of, or in connection with the use of IPR in the Materials and/or the RX Trademarks.

7.8 In no event shall RX be liable to the Exhibitor/Sponsor to the extent that the alleged infringement of the IPR of a third party is based on:

- a) a modification of the Materials or the RX Trademarks by the Exhibitor/Sponsor; or
- b) the utilisation of the Materials, including the Leads in a manner contrary to any instructions given by RX; or
- c) the utilisation of Materials or the RX Trademarks after notice of an alleged or actual infringement from RX or any appropriate authority.

8 Confidentiality

8.1 For the purposes of this Contract, **Confidential Information** shall include, but shall not be limited to, all information, in any format, whether technical or commercial disclosed in writing, orally, electronically, on disc or other media, where the information is:

- a) identified as confidential at the time of disclosure; or
- b) ought reasonably to be considered confidential given the nature of it or the circumstances of disclosure.

8.2 The parties shall treat the contents of this Contract and all Confidential Information relating to the other party which they become aware of, or have access to, as confidential.

8.3 No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

8.4 Each party shall protect the other party's Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature.

8.5 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

8.6 The obligations in this Clause 8 do not apply to Confidential Information which the receiving party can demonstrate:

- a) was in the public domain prior to execution of this Contract; or
- b) comes into the public domain through no wrongful action by it; or
- c) was already in its possession prior to disclosure; or
- d) was received from an independent third-party who has full rights to make disclosure; or
- e) was independently developed by it; or
- f) was required to be disclosed by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that the party subject to such requirement to disclose gives the other party (or parties) prompt written notice of the requirement unless specifically prohibited from doing so.

8.7 The obligations of confidentiality in this Clause 8 shall remain in effect for a period of 3 years following the termination of this Contract for any reason whatsoever.

9 Data Protection, Privacy and Security

9.1 The parties agree and acknowledge that the Data, including Personal Data, processing operations carried out in the performance of this Contract shall be processed in accordance with the RX Privacy Policy which can be found here: <https://privacy.reedexpo.com> and shall conform to GDPR, RX will predominantly rely on 'Legitimate Interest' as the lawful basis for processing Data in respect of the provision of Leads and other Materials to the Exhibitor/Sponsor for the Purpose.

9.2 The Exhibitor/Sponsor must not carry out any processing of Data other than as set out in this Contract, unless and until the Exhibitor/Sponsor has received direct contact from the Lead consenting to the Exhibitor/Sponsor's proposed use of Personal Data and the Exhibitor/Sponsor becomes Data Controller in respect of that Personal Data.

9.3 The Exhibitor/Sponsor shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation and, to the extent that is applicable, the Exhibitor/Sponsor shall make such records and information available to RX (or a designated auditor) upon request.

10 Compliance with laws

10.1 The Exhibitor/Sponsor shall at all times during the Term comply with all Laws relevant to its duties, obligations and performance under this Contract, expressly including those concerning bribery, corruption and related matters (such as, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act 2010); and economic and trade sanctions (including those enforced by the US Treasury's Office, the EU and the UK).

10.2 Bribery and any other form of unethical business practice is prohibited in relation to the Online Event and all business transactions of the Exhibitor/Sponsor in relation to or in connection with the Online Event shall be accurately and completely recorded in accordance with applicable laws. The Exhibitor/Sponsor shall not in connection with the Online Event, accept gifts or inducements of any kind or offer to give any person an inducement or gift of any kind that could be perceived by others to be a bribe.

10.3 The Exhibitor/Sponsor shall be responsible for obtaining all appropriate licenses for the playing of music or other sound and or audio visual recordings or live performances at the Online Event.

10.4 The Exhibitor/Sponsor undertakes to comply with and ensure that its sub-contractors and their personnel comply with the UK Modern Slavery Act 2015, as amended from time to time and provide all reasonable information and support which RX may require to make its own statement of compliance under the same.

10.5 The parties agree that, unless expressly stated otherwise, nothing in this Contract confers or is intended to confer, purport or is intended to purport, any benefit or right, of a third party, pursuant to the Contracts (Rights of Third Parties) Act 1999, which is hereby explicitly excluded from the Contract.

10.6 The Exhibitor/Sponsor shall promptly report any apparent breach of this Clause 10 to RX.