

APPENDIX 1

SPONSOR & EXHIBITOR CONTRACT TERMS & CONDITIONS

1. Definitions: In these terms and conditions: “**The Contract**” means the contract for the hire of the space at the ‘Tangent Link Event’ by completing and signing a booking form or event proposal or the services provided by Tangent Link, incorporating these terms and conditions. “**The Deposit**” means that part of the price which is payable on the signing of the Contract by Sponsor/Exhibitor when applicable. “**The Price**” means the price payable by the Sponsor or Exhibitor for hiring the Space at the Tangent Link Event or the services provided by Tangent Link, pursuant to the Contract. “**The Space**” means the space at the Tangent Link Event which is the subject matter of the Contract and is briefly referred to in the Contract and the singular includes the plural and vice versa and the masculine includes the feminine and vice versa. “**Sponsorship**” means the benefits as per the contract or booking form that are over and above exhibition space.

2. The parties: “**The Exhibitor**” means the person, firm, contractors, or company who has applied to the Organisers to hire the Space at the ‘Tangent Link Event’. “**The Sponsor**” means the person, firm, contractors, or company who has applied to the Organisers for Sponsorship. “**The Organisers**” or “**Service Provider**” means Tangent Link.

3. Creation of the CONTRACT: The issue of the Contract to the Sponsor/Exhibitor constitutes an offer by the Organisers to enter into a contract incorporating these terms and conditions. The Sponsor/Exhibitor may accept the offer by signing the Contract in which case if a deposit payment has been agreed this must be paid in accordance with the payment terms stated therein. The Contract comes into effect on the date when the Organisers receives the signed Contract. The Organisers reserves the right to cancel the offer if the signed Contract is not received by the Organisers by the expiry date specified in the Contract or if no such date is specified, within 10 working days of the Contract issue date.

4. Signatories: The person or persons signing the Contract on behalf of the Sponsor/Exhibitor shall be deemed to have full authority to do so and the Organisers shall be under no obligation to enquire whether this is in fact the case. The Sponsor/Exhibitor must keep the Organisers informed of changes in contact details for personnel involved in the organisation of the Contract, particularly any changes of address.

5. The Price: The Sponsor/Exhibitor shall pay the Price by the instalments and on the dates specified in the Contract together with any credit card surcharge which may be payable in respect of the same.

6. Cancellation of the Contract: If the Sponsor/Exhibitor wishes to cancel the Contract after the signed copy has been received by the Organisers, they must send written notice of that wish to the Organisers.

7. Cancellation Charges: If the Sponsor/Exhibitor cancels the Contract pursuant to clause 6 or is deemed to have done so pursuant to clause 14, they shall pay a cancellation charge calculated in accordance with the following scale:

Cancellation or Deemed Cancellation Occurring	Cancellation Charge
Up to 10 months prior to contract fulfilment	No Charge
Between 7 and 9 months prior to contract fulfilment	25% of the Price
Between 2 and 6 months prior to contract fulfilment	75% of the Price
Less than 2 months prior to contract fulfilment	100% of the Price

If the event is cancelled by Tangent Link or due to Government directives (COVID-19 or ‘Non-Safe Travel’ designation), a Full Refund will be issued.

8. Location of the Exhibit Space as part of the Sponsor/Exhibitor package: The Organisers are only obliged to provide a stand at the Tangent Link Event of the size specified in the Contract. Thus, the Organisers shall be at a liberty to alter the layout of the Exhibition floor plan at any time without giving any notice of the alteration to the Sponsor/Exhibitor and no warranty is given that the Space will be located in any particular part of the Exhibition. **8.1 Submission of plans for space only and multi-level sites:** The Sponsor/Exhibitor must submit designs for space only stands and multi-level stands no later than 30 days prior to the event taking place. They should be submitted to the Organisers for their approval and the consent of the local authority and venue owners where appropriate. It is not necessary to submit plans of internal fittings to shell scheme stands, provided that the height (2.5 metres maximum), boundary and fascia regulations of the applicable venue are not infringed. All materials used must comply with the fire regulations of the local and exhibition authorities and building regulations. All custom-built stands must have their stand number and company name displayed prominently on open sides. **8.2** Fees apply for the approval of complex and multi-level stands. The Organisers' decision as to whether approval of a particular stand attracts a fee is final. **8.3** Plans for internal modifications to the hospitality suite layout must be submitted to the Organisers for advance approval.

9. Electrical Installations: The Sponsor/Exhibitor should note that the Organisers will use reasonable endeavor to ensure that the electrical equipment is installed and electricity is supplied as requested, but the Organisers do not accept responsibility for any failure to do so. The Sponsor/Exhibitor shall contract directly with an electrical contractor (except where included in packages) and comply with the terms of the applicable venue in relation to installation of electrical equipment. Any electrical equipment or appliances which the Sponsor/Exhibitor proposes to use for the Event requires a current Portable Appliance Test (P.A.T.) certificate. All stands, fittings and materials which the Sponsor/Exhibitor proposes to use for the Event must be fire-retardant in accordance with the appropriate legislation. The Organisers reserve the right to require the Sponsors/Exhibitors to remove anything from its stand which is not appropriately certified or which it deems unsuitable, in its absolute discretion. The Sponsors/Exhibitors will indemnify the Organisers against all actions, costs, claims and demands in respect of any breach of the provisions of this clause.

10. Other Exhibitors: Whilst the Organisers shall act in good faith when preparing any floor plan for the Exhibition no warranty is given that any other Sponsor/Exhibitor will attend the Exhibition either at all or within any particular location within the Exhibition. Canvassing for orders and the distribution or display of printed materials, other than by the Sponsor/Exhibitor on their own stand, is strictly prohibited. If the Sponsor/Exhibitor is in breach of this provision, they may be asked to surrender the said display/printed materials and the right of expulsion may be exercised.

11. Attendance: The Sponsor/Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of other Exhibitors or Visitors to attend the Exhibition. **11.1 Exhibitors/passes/security** Every Sponsor/Exhibitor shall ensure that their stand is open to view and staffed by competent representatives during the Tangent Link Event opening hours. In the event of any Sponsor/Exhibitor failing to open their stand or uncover their exhibits the Organisers may do so or may arrange for the stand and exhibits to be removed and the Sponsor/Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses, sustained by the Sponsor/Exhibitor as a result of this action. **11.2** Every Sponsor/Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other Sponsor/Exhibitor or Visitor or the Organisers. Any person who does not comply with these requirements shall be liable, at the discretion of the Organisers to be immediately removed from the Tangent Link Event and refused re-admission during the period of the Tangent Link Event. **11.3** The Organisers will issue official passes for admission and no other form of admission pass will be valid. **11.4** No Sponsor/Exhibitor will be admitted to the Tangent Link Event without producing to the gate official the Sponsor's/Exhibitor's pass issued to him by the Organisers plus proof of identity. In the event of such a pass being transferred or otherwise disposed of, it will be immediately forfeited, and no further pass will be issued in its place. The Organisers reserve the right at their discretion to withdraw the pass issued to any person if complaints have been received concerning their conduct. **11.5** Please note that security searches of the Tangent Link Event and the venue will be made at various times prior to the opening and throughout the open period of the Tangent Link Event. While the Organisers will endeavour to complete these outside normal working hours, depending on the security threat at the time it may be necessary to undertake these searches during the day.

12. The Suitability of the Exhibition and the Space: The Sponsor/Exhibitor must satisfy themselves as to the suitability of the Exhibition and the cost effectiveness of the Space by carrying out independent research into the exhibitor profile and potential number of visitors to the Exhibition. No warranty is given by the Organisers about any of these matters.

13. Demonstrations: Any, and all, demonstrations, displays and the like which may be considered for the Tangent Link Event are notional and subject to availability only and do not form part of any obligation of the Organisers under this contract.

14. Sponsor/Exhibitor registration & accreditation: All personnel attending the Tangent Link Event including Exhibitors stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas must be preregistered to attend the Tangent Link Event. It is the responsibility of the Sponsor/Exhibitor to check the bona fides of all personnel that they register to attend the Tangent Link Event. The Sponsor/Exhibitor should supply the Organisers with a list of guests whom they are inviting to the Tangent Link Event and undertake to advise those guests to register their details with the Event Team by the registration closing date. All Sponsors/Exhibitors must inform the Organisers of any private security guards or security from their own company who may be onsite during the Tangent Link event. The Sponsor/Exhibitor should confirm that they will take responsibility for the bona fides of such guards, including Security Industry Association Licensing checks where applicable. This information is to be submitted to the Organisers by the registration closing date.

15. Occupation of the Space: The Sponsor/Exhibitor must occupy the Space allocated to them throughout the period during which the Exhibition is open. If they fail to do so they will be deemed to have cancelled the Contract and the Organisers shall be at liberty to hire out the Space to another Exhibitor.

16. Licence: The Sponsor's/Exhibitor's licence to occupy the Space for the duration of the Exhibition shall be determinable at the option of the Organisers if (a) any sum due from the Sponsor/Exhibitor is not paid by way of cleared funds when it becomes due whether demanded or not or (b) the Sponsor/Exhibitor perpetrates a breach of any of these terms and conditions. Upon the termination of the licence pursuant to this clause the Organisers shall be at liberty to re-enter the Space and remove and exclude the Sponsor/Exhibitor and all their goods from the Space at their risk without prejudice to its right to recover from the Sponsor/Exhibitor all the losses and damages which it has sustained by reason of the Sponsor's/Exhibitor's said default. Furthermore, any storage costs which the Organisers may incur after removing the Sponsor's/Exhibitor's goods in these circumstances will be payable by the Sponsor/Exhibitor.

17. No Assignments: The Sponsor's/Exhibitor's licence to occupy the Space is personal to them and is not capable of being assigned, sublet or shared with any other person company or firm.

18. Information Supplied by the Organiser: Whilst any information which may be given by the Organisers to the Sponsor/Exhibitor is believed to be accurate no warranty is given to that effect. Nor shall any inadvertent misrepresentation by the Organisers entitle the Sponsor/Exhibitor to cancel the Contract.

19. Force Majeure: The Organisers shall not be liable for any loss or damage which the Sponsor/Exhibitor may sustain as a result of the cancellation of the event due to circumstances beyond the Organiser's control but the Organisers will refund any part of the Price, which the Sponsor/Exhibitor may have already paid without interest in such a situation. If, instead of cancelling the event altogether in these circumstances, the Organisers are able to arrange for it to take place at another time and/or in a different location the Contract will continue to exist but may be varied as necessary to take into account the revised dates and/or location of the Event and any consequential alteration in the sponsorship benefits or size of the Space which is to be occupied by the Sponsor/Exhibitor. If the Tangent Link Event is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, natural disaster, the non-availability of the venue or any other cause not within the control of the Organisers, whether ejusdem generis or not, the Organisers may at their entire discretion repay the Rental paid by the Sponsor/Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such the Contract, and shall be under no liability to the Sponsor/Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor/Exhibitor, as the result of the happening of any such event.

20. Sponsor's/Exhibitor's Insurance: The Sponsor/Exhibitor is responsible for ensuring that they have adequate insurance. The Organisers are not liable for any losses, damages or injury sustained from any cause to the Sponsor/Exhibitor or any of their associates or employees when attending the Tangent Link Event. Nor will the Organisers be responsible for the safety of any exhibit or other property belonging to the Sponsor/Exhibitor or any of their associates or employees. In order to participate in the event, the Tangent Link Event Rules & Regulations require all Sponsors/Exhibitors to have a minimum level of Public Liability Insurance.

21. Approval of Display: By signing and entering into the Contract the Sponsor/Exhibitor expressly agrees to submit any goods, services or promotional material which they may wish to display in the Space to the Organisers for approval prior to the commencement of the Exhibition. The Sponsor/Exhibitor further agrees that the Organisers are the sole arbiter of what goods, services and promotional material are appropriate for the Exhibition and that they will remove any of the same which the Organisers have either not previously approved or subsequently decided are inappropriate or unacceptable for any reason. No goods shall be displayed in such a way that, in the opinion of the Organisers, they obstruct the light or impede the view along the open areas or gangways within the Exhibition or cause inconvenience to or otherwise restrict the display of any other Sponsor's/Exhibitor's goods.

22. COMPLIANCE AND ELIGIBILITY TO EXHIBIT: A) Sponsors/Exhibitors are to ensure they have the necessary licences and mechanisms in place; B) Equipment, services and documentation exhibited 1. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed must comply with country law and the country's international undertakings. A list, which is not exhaustive, of the currently prohibited equipment and services at the Tangent Link Event is detailed below: a) Restraints specially designed for restraining human beings as follows: (i) Leg irons, gang chains, shackles¹ and individual cuffs or shackle bracelets except those that are ordinary handcuffs², (ii) Restraint chairs unless designed for disabled persons (iii) Thumb-cuffs and thumbscrews, including serrated thumb-cuffs (iv) Electric-shock Belts³ b) Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock, including electric-shock batons, electric-shock shields, stun guns and electric shock dart guns⁴ and components specifically designed or modified for such a purpose; c) Landmines, including anti-personnel mines and anti-material cartridges; d) Cluster bombs and other battlefield non-unitary munitions.

Footnotes: 1) Shackles designed for restraining human beings having an overall dimension including chain when measured from the outer edge of one cuff to the outer edge of the other cuff, of between 240mm and 280mm when locked; 2) 'Ordinary handcuffs' are handcuffs which have a dimension including chain, measured from the outer edge of one cuff to the outer edge of the other cuff, between 150mm and 240mm when locked and have not been modified to cause physical pain or suffering; 3) Electric-shock belts designed for restraining human beings by the administration of electric shocks having a no-load voltage not exceeding 10,000 volts; 4) Electric shock dart guns having a no-load voltage not exceeding 10,000 volts. Note: Services in respect of the list of prohibited equipment are also prohibited.

2. Compliance checks will take place before and throughout the Tangent Link Event. If the Sponsor/Exhibitor is organising a group stand or pavilion or sharing a sponsorship package/stand with another company at the Tangent Link Event, the Sponsor/Exhibitor agrees to obtain the Organiser's written consent and to ensure that each company signs the sharers' compliance form prior to them being accepted as Sponsor/Exhibitor.

23. Lien: The Organisers have a lien over all goods displayed in the Space for all sums owing or liabilities incurred by the Sponsor/Exhibitor pursuant to the Contract or any other Contract whatsoever until such sums have been paid or liabilities have been discharged in full. In any case where the lien is not satisfied within 30 days of the date on which the Organisers give notice of its intention to exercise the lien, the goods may be sold and the proceeds of sale applied in or towards the satisfaction of the lien and all proper charges and expenses in relation thereto and the Organisers must account to the Sponsor/Exhibitor for any surplus.

24. Admission: The Organisers reserve the right to exclude or remove from the Exhibition any person whose presence, in the opinion of the Organisers, is undesirable and the Organisers may exercise such rights notwithstanding that any person is the servant or agent of the Sponsor/Exhibitor or otherwise in any way connected or associated with the Sponsor/Exhibitor.

25. Damage to the Venue: The Sponsor/Exhibitor shall not cause or permit any damage to the conference rooms, exhibition halls, the hospitality suites and other areas of the venue and any of its fixtures and fittings or interfere with the structure of the venue. All carpet tape adhering to the fabric of the building must be removed by the Sponsor/Exhibitor prior to final departure from the site; if the venue owners are obliged to remove tape a charge will be levied on the Sponsor/Exhibitor concerned. Any Sponsor/Exhibitor in breach of this shall indemnify the Organisers in respect of any claim for such damage by the venue owner or third party. **25.1** At the end of the event, the Sponsor/Exhibitor shall remove all exhibits and Sponsor's/Exhibitor's property and the Sponsor/Exhibitor shall indemnify the Organisers for any costs reasonably incurred in removing any Sponsor's/Exhibitor's property from the venue.

26. Health and safety regulations and health and safety at work act: An exhibition stand is a workplace in itself and the Sponsor/Exhibitor is responsible for the health and safety of that workplace during the construction, use and dismantling of the stand. The Sponsor/Exhibitor thus has a legal duty of care for anyone on or near the stand that may be affected by the actions or omissions of the stand operators or exhibiting staff. **26.1** Stands must not be constructed in such a way as to keep visitors off other stands and out of the aisles. Sponsor's/Exhibitor's stand designs must show areas designated for visitors viewing displays. **26.2** Sponsors/Exhibitors must ensure that all employees, subcontractors and agents, in the construction and dismantling of their stands/exhibits, and in the course of all work carried out on site by all or any of them, take all necessary steps to comply with the H&S Regulations. **26.3** In the interest of safety, any Sponsor/Exhibitor working on special stands or an interior within a shell scheme structure must ensure that rubbish or unwanted material is removed from the site to a skip/location provided outside the venue by the Organisers. At the end of each working day Sponsors/Exhibitors are to ensure that all rubbish is removed. The Sponsor/Exhibitor agrees to comply with local laws, ordinances, and regulations and the regulations of the owner covering fire, safety, health and all other matters. No combustible materials shall be stored in or around the exhibit stands.

27. Performing Rights/Phonographic Performance/Sound Levels: Sponsors/Exhibitors intending to play music on stand as an accompaniment to video or live demonstrations whether live or from records, tapes, discs, or videos, are advised that the Organisers do not hold a licence for the performance of music. Under the conditions of the 1988 Copyright Designs and Patents Act Sponsors/Exhibitors wishing to have music broadcast from their stand must apply for licences from both Phonographic Performance Ltd and The Performing Rights Society. The Organisers reserve the right to restrict live performances in the interests of other Sponsors/Exhibitors. **27.1** The Organisers reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio-visual presentations.

28. Intellectual Property Rights: Queries concerning Patents should be made to the Patents Office, and regarding the Registered Designs Act to the Designs Registry at the same number. The Organisers will not be liable for any loss or damage the Sponsor/Exhibitor may sustain in respect of infringement of any patent arising out of participation at the Tangent Link Event. **28.1** Unless otherwise stated, copyright shall belong to the Organisers in any Tangent Link Event publication (including its contents whether or not it is provided by the Organisers) and no part of any such publication may be reproduced in any medium without its express written consent. Any material and copyright works (except advertisements) provided for publication by the Sponsor/Exhibitor shall become the property

of the Organisers. **28.2** The Organisers do not accept any responsibility for any errors or omissions which may occur in Tangent Link Event publications. **28.3** Stands, exhibits or features may not be photographed, drawn, copied or reproduced without the written permission of the Organisers. The Organisers reserve the right to take photographs of Sponsors'/Exhibitors' stands and products displayed at the Tangent Link Event for the purposes of promoting Tangent Link.

29. VAT: Value added tax will be applied to the exhibitor and or sponsor fee where applicable.