

**Event Sponsorship and Exhibition Agreement between
CONNECTED INTELLIGENCE
and
SLOVAK BUSINESS AGENCY**

CONNECTED INTELLIGENCE CONTACT DETAILS:

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CLIENT CONTACT DETAILS Slovak Business Agency:

Statutory Body: Ing. Branislav Šafárik	Title: Director General
Telephone: +421 2 502 44 519	Email: agency@sbagency.sk
Registered office: Miletičova 23, 821 09 Bratislava, Slovak Republic Organization Identification No.: 308 45 301	Fax:

CLIENT INVOICE DETAILS (IF DIFFERENT)

Contact Name	Address:
Telephone:	Email:
Fax:	VAT Number, if applicable: 308 45 301

EVENT DETAILS:

Event Title: Collision	City, Country: Las Vegas, Nevada, USA
Event Dates: 5 th , 6 th May 2015	Venue: World Market Centre Pavilions

**Event Sponsorship and Exhibition Agreement between CONNECTED INTELLIGENCE
and SLOVAK BUSINESS AGENCY**

SPONSOR FEES AND PAYMENT DETAILS:

Total Amount of Fees Payable for the Package: €19,990

Sponsor Level: Bronze

Payment Terms: 100% upon receipt of invoice.

Cancellation Terms: Cancellations must be received in writing. The following cancellation fees shall apply:

Cancellation received less than 30 days prior to the Event: 100%	Cancellation received between 30 and 60 days prior to the Event: 80%	Cancellation received more than 60 days prior to the Event: 50%
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SPONSOR/EXHIBITOR PACKAGE DETAILS

SLOVAK BUSINESS AGENCY

€19,990

1. Exhibition Area

- i. The Organiser grants the Sponsor a (2m x 2m) Exhibition Area
- ii. The Location of the Exhibition Area will be at the sole discretion of the Organiser
- iii. All activations are subject to sign off from the organiser.
- iv. Exhibition guidelines must be adhered to.
- v. Unless otherwise agreed between the parties, the cost of all Sponsor Activations are to be borne by the Sponsor

2. Use of Sponsor's Marks

- i. The Sponsor's Marks and a link to the Sponsor's website will be included on the Event website until one month after the conclusion of the Event.
- ii. The Sponsor will be afforded the opportunity to have a 25 word description of itself on the Event website and any such description will be subject to the prior approval of the Organiser.
- iii. The Sponsors mark will appear on one attendee newsletter to be scheduled before the Event.
- iv. The Sponsor will be afforded the opportunity to increase its level of activations across the Event subject to the prior approval of the Organiser. Any additional costs will be borne by the Sponsor.

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3. Tickets

- i. 3 Partner tickets.
- ii. 2 Staff tickets
- iii. 10% off up to 8 additional tickets. Discount is available from advertised ticket price at time of purchase.
- iv. Admission will only be granted to the named ticket holder and non-ticket holders will not be granted access.

4. Press List/Attendee List

- I. The Organiser will provide to the Sponsor access to the press list and the attendee list two weeks prior to the event.

5. Additional Benefits

- i. Turnkey Exhibition Booth – Full print
- ii. Basic furniture package (1 high tables and 2 high stools)
- iii. 5 Co-branded start-up stands, each startup will exhibit for one day and receive 3 tickets each

This Package Summary together with the Sponsorship and Exhibition Terms and Conditions, which are hereby incorporated, together constitute the Agreement between CONNECTED INTELLIGENCE and SLOVAK BUSINESS AGENCY. By signing this Package Summary SLOVAK BUSINESS AGENCY confirms that it has read and understood both this Package Summary and the Sponsorship and Exhibition Terms and Conditions and acknowledges and agrees to be bound by their terms. The signatory of this Package Summary is signing as the authorized signatory of the SLOVAK BUSINESS AGENCY and possesses all necessary power and authority to bind SLOVAK BUSINESS AGENCY to this Agreement.

CONFIRMATION

On behalf of
SLOVAK BUSINESS AGENCY:

Signed:

Name: Ing. Branislav Šafárik, DG

Date:

On behalf of
CONNECTED INTELLIGENCE:

Signed:

Name: Niall Varlay, Head of fulfillment

Date:

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CONNECTED INTELLIGENCE Sponsorship and Exhibition Terms and Conditions

1. Definitions and Interpretation

In these Conditions, the following terms have the following meanings:

- 1.1 **“Agreement”** means these Conditions and the Package Summary;
- 1.2 **“Client”** means the person, firm, company or entity set out in the Package Summary;
- 1.3 **“Conditions”** means these sponsorship and exhibition terms and conditions;
- 1.4 **“Event”** means the event run by CONNECTED INTELLIGENCE as set out in the Package Summary;
- 1.5 **“Fees”** means the fees payable by the Client for the Package as set out in the Package Summary;
- 1.6 **“Force Majeure Event”** means any event arising that is beyond the reasonable control of CONNECTED INTELLIGENCE (including but not limited to speaker or participant cancellation or withdrawal, contractor or supplier failure, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war);
- 1.7 **“Intellectual Property Rights”** means trademarks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.8 **“CONNECTED INTELLIGENCE”** means [Connected Intelligence Ltd.] a corporation organized under the laws of [Ireland];
- 1.9 **“CONNECTED INTELLIGENCE”** means any entities controlling or controlled by or under common control with [Connected Intelligence Ltd.];
- 1.10 **“Manual”** means the manual (if any) provided to the Client by CONNECTED INTELLIGENCE in respect of the Event as updated by CONNECTED INTELLIGENCE from time to time;
- 1.11 **“Owners”** means the owners and/or management of the Venue;
- 1.12 **“Package”** means the Space and/or Sponsorship package in relation to the Event as set out in the Package Summary;
- 1.13 **“Package Summary”** means the summary contact, payment and package details set out at the beginning of this Agreement;
- 1.14 **“Representatives”** means the employees, agents, sub-contractors and other representatives of a party;
- 1.15 **“Shell Scheme”** means a stand (or part of a stand) constructed by CONNECTED INTELLIGENCE as set out in Package Summary;
- 1.16 **“Space”** means the exhibition space allocated to the Client by CONNECTED INTELLIGENCE (together with the ancillary services provided to the Client in connection with such exhibition space) as set out in the Package Summary;
- 1.17 **“Sponsorship”** means the sponsorship element of the Package as set out in the Package Summary; and
- 1.18 **“Venue”** means the venue at which the Event is held, as initially set out in the Package Summary.

CONDITIONS 5.4, 5.5, 6 AND 13.6 DO NOT APPLY TO ANY CLIENT WHO HAS APPLIED ONLY FOR A SPONSORSHIP PACKAGE.

2. Application for the Package

- 2.1 CONNECTED INTELLIGENCE reserves the right to reject any applications for Packages from any potential Client. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by CONNECTED INTELLIGENCE to the Client (whether or not it is received).

3. Price and Payment

- 3.1 The Client shall pay the Fees together with any Taxes/VAT applicable thereon in accordance with the payment terms stated in the Package Summary. In the absence of any other payment terms in the Package Summary, the Client shall pay the Fees together with any Taxes/VAT upon receipt of invoice. Time shall be of the essence in respect of the payment of Fees.
- 3.2 Without prejudice to any other right or remedy that it may have, if the Client fails to pay any Fees on the due date for payment, CONNECTED INTELLIGENCE shall be entitled to: (i) refuse entry for the Client and its Representatives to the Event and/or refuse to provide any element of the Package and terminate the Agreement upon which the provisions of Condition 12.2 shall apply.

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4. Taxes

It is the intent of the parties that CONNECTED INTELLIGENCE will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes ("Taxes"), all of which shall be paid solely by the Client. In some cases VAT may be applicable under reverse charge rules. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself). Whenever VAT is applicable failure to provide a current VAT number may result in the addition of VAT to our invoice.

5. Client's General Obligations

- 5.1 The Client shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by CONNECTED INTELLIGENCE or the Owners (including, without limitation, in relation to health and safety or security requirements and the provisions of the Manual).
- 5.2 The Client warrants that it has the right, title and authority (including, without limitation, that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Client has the requisite authority to do so.
- 5.3 The Client and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, CONNECTED INTELLIGENCE or any visitors/delegates to the Event.
- 5.4 The Client is required to be adequately insured to participate in the Event.
- 5.5 The Client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than €2,000,000 per occurrence or claim. CONNECTED INTELLIGENCE shall be entitled to inspect the Client's insurance policy on request.
- 5.6 The Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Event is held. If the Client cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain payable in full.
- 5.7 The Client consents to its details (including, without limitation, its name, logo or any other material or information supplied to CONNECTED INTELLIGENCE by the Client) being published in the Event catalogue, show guide and on other promotional materials published by CONNECTED INTELLIGENCE (including, without limitation, the Event website). While CONNECTED INTELLIGENCE shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.
- 5.8 The Client shall not (and shall procure that its Representatives shall not) do or permit anything to be done which might adversely affect the reputation or brand of CONNECTED INTELLIGENCE, the Owners or the Event or make any statement that is defamatory, disparaging or derogatory to CONNECTED INTELLIGENCE, the Owners or the Event.
- 5.9 The Client shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Client.
- 5.10 All unauthorized photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to the filming, sound recording and photography of the Event, which may include the Client's Representatives, and the Client consents to the use by CONNECTED INTELLIGENCE of any such filming, sound recording or photography anywhere in the world for promotional, marketing and other purposes.

6 Specific Terms relating to Space

- 6.1 CONNECTED INTELLIGENCE permits the Client, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the Space and the Client acknowledges that it shall have no other rights to or interest in the Space. The Client is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of CONNECTED INTELLIGENCE.

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- 6.2 The Client shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Event opening times failing which CONNECTED INTELLIGENCE reserves the right without liability to arrange for this to be done at the Client's expense.
- 6.3 The Client undertakes to occupy the Space in time for the opening of the Event and not to close its stand prior to the end of the Event. In the event that the Client fails to do so, CONNECTED INTELLIGENCE shall be entitled to terminate the Agreement and the provisions of Condition 12.2 shall apply.
- 6.4 The Client shall not permit the display of any materials or information that do not exclusively relate to the Client's commercial activities. CONNECTED INTELLIGENCE reserves the right to remove from the stand or the Venue at the risk and expense of the Client any exhibit or other item which CONNECTED INTELLIGENCE considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of CONNECTED INTELLIGENCE or of the Owners, infringes the Intellectual Property Rights of CONNECTED INTELLIGENCE or a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with these Conditions.
- 6.5 CONNECTED INTELLIGENCE will be responsible for setting up a Shell Scheme for the Client's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Package Summary. The Client is solely responsible for all aspects of dressing and branding the Space including, without limitation, the stand.
- 6.6 Unless the provisions of Condition 6.5 apply, the Client is solely responsible for all aspect of the set up of the Space, including, without limitation, Shell Scheme and stand construction, branding and dressing and the Client shall be liable to CONNECTED INTELLIGENCE or any third parties (as the case may be) for any claims relating to the set up the Space including, without limitation, construction of any exhibition stand or any breach of Condition 5.1.
- 6.7 The Client may not sub-let the Space without the express prior written consent of CONNECTED INTELLIGENCE. If and to the extent that the Client is permitted to sublet the Space, the Client shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet.
- 6.8 If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and visitors, CONNECTED INTELLIGENCE reserves the right to close the Client's stand and remove the Client's Representatives from the Event without liability to CONNECTED INTELLIGENCE.
- 6.9 If the Client wishes to share the Space with any entity that is not a company within the Client's group of companies, it must obtain the prior written consent of CONNECTED INTELLIGENCE. CONNECTED INTELLIGENCE reserves the right to charge the Client additional Fees as a condition to granting any such consent.
- 7. Specific Terms relating to Sponsorship**
- 7.1 The Client shall provide CONNECTED INTELLIGENCE with all material and information including, without limitation, logos, artwork and advertising material which shall include any trademarks, service marks, trade names and logos ("Material") which CONNECTED INTELLIGENCE requires for the Sponsorship within deadlines specified by CONNECTED INTELLIGENCE and shall comply with CONNECTED INTELLIGENCE's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadline and to the specifications required by CONNECTED INTELLIGENCE, CONNECTED INTELLIGENCE reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.
- 7.2 The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.
- 7.3 The Client warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 7.4 While CONNECTED INTELLIGENCE will take all reasonable care in relation to the production of material and information incorporating the Material, CONNECTED INTELLIGENCE shall not in any event be responsible to the Client for any omissions, misquotations or other errors which may occur.
- 7.5 All Materials are subject to approval and acceptance by CONNECTED INTELLIGENCE. CONNECTED INTELLIGENCE reserves the right in its absolute discretion to reject any Material at any time after receipt.

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- CONNECTED INTELLIGENCE will use its reasonable endeavors to provide the Sponsorship the size, position and manner as specified in the Package Summary. However, CONNECTED INTELLIGENCE shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation, to the size, position, section or issue of or date of publication) are made by CONNECTED INTELLIGENCE.
- 7.6 The Client hereby grants to CONNECTED INTELLIGENCE a non-exclusive, royalty free licence to use the Materials in connection with the Event and the Sponsorship. The Client further acknowledges that CONNECTED INTELLIGENCE may continue to use the Material or other information provided by the Client after the Event in connection with materials or information created or relating to the Event. The Client also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the Agreement is terminated, CONNECTED INTELLIGENCE may at its discretion continue to use the name, logo or any other Material or information provided by the Client after termination of the Agreement, where the time and cost does not allow CONNECTED INTELLIGENCE to remove, delete or cover over such name, logo or other material or information.
- 7.7 If the Client is in breach of the Agreement CONNECTED INTELLIGENCE reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to CONNECTED INTELLIGENCE.
- 8. Delegate Passes**
- 8.1 Where delegate passes are issued as part of the Package, they are issued subject to CONNECTED INTELLIGENCE's terms and conditions applicable to delegates. Only delegate passes issued by CONNECTED INTELLIGENCE shall be valid for entry to the Event.
- 9. Limitation of Rights Granted**
- 9.1 The Client's rights in relation to the Event are strictly limited to those set out in the Package. The Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Event; (ii) establish a website relating to the Event; or (iii) other than in accordance with Condition 9.2, otherwise promote or advertise its association with the Event or CONNECTED INTELLIGENCE or undertake any promotional activity in connection with the Event or CONNECTED INTELLIGENCE in any way otherwise than as set out in the Package or with the prior written consent of CONNECTED INTELLIGENCE.
- 9.2 Nothing in Condition 9.1 shall prevent the Client from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. CONNECTED INTELLIGENCE may request for any reason at any time, that the Client removes any such promotional material from its website and the Client shall be required to comply with any such request promptly. Nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit CONNECTED INTELLIGENCE's or any member of the CONNECTED INTELLIGENCE's Intellectual Property Rights; or (ii) otherwise exploit any connection with CONNECTED INTELLIGENCE or any event run by CONNECTED INTELLIGENCE in any way.
- 9.3 The Client agrees not to engage in any activity of any kind (whether marketing, advertising, programming or otherwise) which, in the absolute discretion of CONNECTED INTELLIGENCE, competes with, or otherwise detracts from, any Event programming.
- 9.4 To the extent the Client receives delegate attendee lists as part of the Package, Client warrants it shall (i) at all times comply with applicable data protection laws and any permissions of use given by CONNECTED INTELLIGENCE to the Client in respect those lists; and (ii) not distribute, transfer or assign its rights to any such delegate lists without the prior written consent of CONNECTED INTELLIGENCE.
- 10. Changes to the Event and Cancellation**
- 10.1 CONNECTED INTELLIGENCE reserves the right at any time and for any reason to change the format, content, venue, location and timings of the Event (including, without limitation, any installation and dismantling periods) without liability. If the change is material to the Client's Package, CONNECTED INTELLIGENCE will inform the Client of such change as soon as reasonably practicable.
- 10.2 Without prejudice to Condition 15.1, CONNECTED INTELLIGENCE reserves the right to change the date of the Event or cancel the Event at any time and for any reason and, thereafter, Conditions 10.3 and 10.4 (as applicable) shall apply.
- 10.3 In the event that the date of the Event is changed or where the Event is cancelled for the current year but is reasonably expected to be held within 12 calendar months, the Agreement will continue in full force and

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- effect and the obligations of the parties shall be deemed to apply to the Event on the new date (or the Event in the following year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this Condition 10.3 shall excuse the Client from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Package Summary.
- 10.4 Where the Event is cancelled and is not reasonably expected by CONNECTED INTELLIGENCE to be held within 12 calendar months, CONNECTED INTELLIGENCE may terminate this Agreement without liability provided that, at the Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Client will be released from paying any further proportion of the Fees.
- 10.5 To the fullest extent permitted by law, CONNECTED INTELLIGENCE shall not be liable to the Client for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Client acknowledges that provisions of this Condition 10 set out the Client's sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by CONNECTED INTELLIGENCE and all other liability of CONNECTED INTELLIGENCE is hereby expressly excluded.
- 11. Cancellation by the Client**
- Except where CONNECTED INTELLIGENCE has the right to terminate the Agreement under Condition 12.1, the Client may cancel the Package on written notice to CONNECTED INTELLIGENCE provided that: (i) if CONNECTED INTELLIGENCE receives the notice of cancellation at any time after acceptance by CONNECTED INTELLIGENCE under Condition 2.2 and more than 60 days prior to the original date scheduled for the first day of the Event then the Client shall pay to CONNECTED INTELLIGENCE a cancellation fee equal to 50% of the Fees, (ii) if CONNECTED INTELLIGENCE receives the notice of cancellation between 30 and 60 days prior to the original date scheduled for first day of the Event the Client shall pay to CONNECTED INTELLIGENCE a cancellation fee equal to 80% of the Fees, and (iii) if CONNECTED INTELLIGENCE receives the notice of cancellation less than 30 days prior to the original date scheduled for first day of the Event the Client shall pay to CONNECTED INTELLIGENCE a cancellation fee equal to 100% of the Fees. For the avoidance of doubt, for the purposes of this Condition 11 the relevant dates shall be fixed by reference to the original date scheduled for the first day of the Event and not any new date scheduled for the first day of the Event which has been changed pursuant to Condition 10.2.
- 12. Termination**
- 12.1 CONNECTED INTELLIGENCE may terminate the Agreement immediately at any time by written notice to the Client: (i) if the Client has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) the Client goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Client's assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 12.2 Without prejudice to any other right or remedy it may have, in the event that CONNECTED INTELLIGENCE terminates the Agreement under the provisions of Conditions 3.2, 6.3 or 12.1 CONNECTED INTELLIGENCE shall not be required to refund any Fees received from the Client and CONNECTED INTELLIGENCE shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. CONNECTED INTELLIGENCE shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.
- 12.3 CONNECTED INTELLIGENCE may terminate the Agreement without liability immediately at any time by written notice to the Client if CONNECTED INTELLIGENCE determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Event or CONNECTED INTELLIGENCE's legitimate commercial interests. In the event that CONNECTED INTELLIGENCE terminates the Agreement pursuant to this Condition 12.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the Fees. The Client

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- acknowledges that the refund of Fees paid is its sole remedy in the event of termination by CONNECTED INTELLIGENCE under this Condition 12.3 and all other liability of CONNECTED INTELLIGENCE is hereby expressly excluded.
- 12.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, CONNECTED INTELLIGENCE may cover over any Client sponsorship or advertising Materials, close any exhibition stand, terminate the provision of any utilities to any exhibition stand, prohibit access of the Client or its Representatives to the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client's address and at the Client's risk and expense and CONNECTED INTELLIGENCE shall be free to re-licence the Space and/or resell the sponsorship elements of the Package as it shall think fit.
- 12.5 Conditions 7.6 and 9 to 15 (inclusive) shall survive termination of the Agreement.
- 13. Liability and Indemnity**
- 13.1 CONNECTED INTELLIGENCE does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of attending or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, CONNECTED INTELLIGENCE excludes all conditions, terms, representations and warranties relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 13.2 CONNECTED INTELLIGENCE shall not be liable to the Client for any theft, loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not CONNECTED INTELLIGENCE sub-contractors) and services provided by the Venue owners. The Client acknowledges that services provided by CONNECTED INTELLIGENCE official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although CONNECTED INTELLIGENCE shall use reasonable care in selecting official or recommended contractors, CONNECTED INTELLIGENCE shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 13.3 Valuable and easily movable goods should be removed from the exhibition stand or meeting room outside of the hours of opening (particularly overnight) and stored at the Client's own risk.
- 13.4 From time to time, CONNECTED INTELLIGENCE, the Owner and each of their Representatives may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, CONNECTED INTELLIGENCE, the Owner and each of their Representatives shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Client and/or its Representatives by reason of any act or omission relating to the Works.
- 13.5 Subject to Condition 13.8: (i) CONNECTED INTELLIGENCE shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Client including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) CONNECTED INTELLIGENCE shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) CONNECTED INTELLIGENCE's maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.
- 13.6 The Client shall indemnify CONNECTED INTELLIGENCE and keep CONNECTED INTELLIGENCE fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client, its Representatives or its invitees.
- 13.7 The Client shall indemnify CONNECTED INTELLIGENCE and keep CONNECTED INTELLIGENCE fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by CONNECTED INTELLIGENCE as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the

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- Event; or (ii) CONNECTED INTELLIGENCE's receipt or use of the Material constitutes an infringement of the Intellectual Property Rights of any third party.
- 13.8 Nothing in these Conditions shall exclude or limit liability, which cannot be excluded by the applicable law.
- 14. Confidential Information**
For the purposes of this Condition 14 "Confidential Information" means information disclosed by a party (the "Disclosing Party") to another (the "Receiving Party") relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.
- 15. General**
- 15.1 Without prejudice to Condition 10, if, by reason of any Force Majeure Event CONNECTED INTELLIGENCE is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in this Condition 15.1 shall excuse the Client from the payment of the Fees under the Agreement.
- 15.2 CONNECTED INTELLIGENCE reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.
- 15.3 CONNECTED INTELLIGENCE will be permitted to continue to display the Client's logo on CONNECTED INTELLIGENCE's websites and marketing material, solely in connection with describing the Client's prior participation in the Event unless otherwise directed by the Client.
- 15.4 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgment, objectivity or loyalty to the business activities and assignments under this Agreement.
- 15.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.
- 15.6 If and to the extent that there is any conflict between these Conditions and the Package Summary, the terms of the Package Summary shall prevail.
- 15.7 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
- 15.8 No rights under the Agreement may be assigned by the Client without the prior written consent of CONNECTED INTELLIGENCE. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of CONNECTED INTELLIGENCE.
- 15.9 A person who is not a party to the Agreement shall have no rights under or in connection with it.
- 15.10 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 15.11 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.