GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Terms") apply to all Events and Services provided by the Organizer ("we", "our", or "us"). These Terms supplement the Standard Terms and Conditions in the Organizer's Expo Agreement by providing additional terms that apply to your engagement with the Organizer. By signing the Expo Agreement and participating in our Events you agree to be bound by both the Standard and General Terms and Conditions.

1. **DEFINITIONS**

1.1. In this Agreement:

"Applicable Laws" means all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any governmental authority applicable to the Client, the Organizer or this Agreement;

"**Additional Regulations**" means the regulations and guidance issued by the Venue Owner in relation to the Exhibition held at the Venue and any other regulations and guidance issued by the Organizer in relation to the Exhibition and/or the Event;

"**Agreement**" means the agreement between the Client and the Organizer pursuant to which the Client agrees to purchase an Exhibiting and/or Sponsorship Package and/or any other services at the Exhibition and/or the Event, and includes these Terms and Conditions, the Expo Agreement, the Exhibitors' Manual and the Additional Regulations;

"**Allotted Space**" means the space allotted by the Organizer and licenced to the Client to occupy for the erection of a Stand and the display of the Exhibit within the scope of the Exhibition;

"**Charges**" means the aggregate fees payable by the Client to the Organizer pursuant to this Agreement;

"**Client**" means any person or company to whom the Exhibiting Package and/or Sponsorship Package and/or any other services at the Exhibition and/or the Event shall be provided pursuant to an agreement with the Organizer and shall include all staff, employees, servants and agents of such person;

"**Client's Marks**" means the Client's Intellectual Property, together with any associated name, logo, artwork, design, slogan, text and other collateral marketing signs of the Client that are to be used in connection with the Exhibition and/or the Event;

"**Commercial Rights**" means any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licencing rights, advertising rights and hospitality rights;

"**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this Agreement, including: (a) the existence and terms of this Agreement; any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the Group to which the disclosing party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs); (b) any information developed by the parties in the course of carrying out this Agreement; and (c) any information contained in the Expo Agreement and Exhibitors' Manual;

"**Data Protection Laws**" means (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and any amendments or successor legislation thereto and any applicable national implementing legislation, to the extent applicable to the Processing of Personal Data under this Agreement; (b) any applicable federal, state or local laws or regulations of the United States of America governing the collection, use, storage, disclosure or Processing of personal data, including without limitation the Florida Digital Bill of Rights (Florida Statutes, Chapter 501, Part IX) and any amendments or successor legislation thereto; and (c) any other Applicable Laws or regulations which govern the collection and Processing of personal data in force and applicable to the jurisdiction where the Event will take place or where Personal Data is Processed, as amended or superseded from time to time;

"**Dismantling Period**" means the period within which the removal and dismantling of all Stands from the Venue shall take place;

"Employee" means any employee, contractor, or supplier of, or any other person otherwise engaged by the Organizer and/or any member of its Group;

“**Event**” means the event as named and dated in the Exhibitors' Manual;

“**Event Marks**” means the Organizer's Marks used singularly or collectively in association with the Exhibition and/or the Event or in the exercise of the Client’s rights under the Exhibiting Package and/or Sponsorship Package and/or any other services at the Exhibition and/or the Event;

“**Exhibit**” means any article so described by the Client and permitted by the Organizer to be exhibited at the Exhibition;

“**Exhibitors’ Manual**” means the manual of information, rules and guidelines provided by the Organizer to the Client in relation to the Exhibition and/or the Event;

“**Exhibition**” means the space allotted to Clients by the Organizer for the duration of the Event (or such other duration as stated in the Expo Agreement) for the purposes of displaying the Exhibit, including any sectional exhibition associated with it (and including any exhibition of advertisement banners at various locations, including without limitation on busses and airport banners);

“**Exhibiting Package**” means such services as are offered by the Organizer to the Client in connection with the Exhibition and/or the Event as further detailed in the Exhibitors’ Manual;

“**Expo Agreement**” means the expo agreement entered into between the Client and the Organizer setting out among other things the details of the Exhibiting Package and/or Sponsorship Package and the payment terms, and which forms an integral part of this Agreement;

“**Force Majeure Event**” means any circumstance not within a party’s reasonable control including, without limitation: acts of God, flood, drought, earthquake, hurricane, tropical storm, storm or other natural disaster; epidemic or pandemic; disease; any official government border closures due to a pandemic or epidemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any government intervention; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; malicious damage; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors, (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service;

"Group” means, with respect to a Party, that Party, any subsidiary or holding company from time to time of such Party, and any subsidiary from time to time of a holding company of such Party, and any company which is under common control with such Party or is ultimately owned and controlled by the same ultimate beneficial owner of such Party. For the purpose of this definition, (i) "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means possessing, directly or indirectly, the power to direct, or cause the direction of, the management and policies of another company, whether through ownership of voting shares or partnership interests, or possessing directly or indirectly at least 20% ownership or other interest in such company, and (ii) “company” means any company, corporation or individual;

“**Incurred Deliverables**” means any public relations consumables incurred by the Organizer, any media streams and/or referrals and any other deliverables or products provided by the Organizer in connection with the Exhibition and/or the Event, whose value shall be calculated by the Organizer;

“**Installation Period**” means the period within which the installation of all Stands at the Venue shall take place;

“**Intellectual Property**” means trademarks, service marks, names, logos, get-up, rights in the design, patents, copyright and moral rights, 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;

"Organizer" means the Organizer specified in the Agreement;

"Organizer's Cap” has the meaning given to such term under clause 14.2 of the Standard Terms and Conditions;

"Organizer's Marks” means the Intellectual Property of the Organizer and the Organizer's Group, to be used for all promotion, advertising and marketing of the Event, together with any associated name, logo, artwork, design, slogan, text and other collateral marketing signs of the Organizer or the Organizer's Group that are to be used in connection with the Event;

“**Permitted Purpose**” means in relation to a party, the purpose of exercising or performing the party’s

rights and obligations under or in connection with this Agreement;

"**Personal Data**" has the meaning given to such term under the Data Protection Laws;

"**Personal Data Breach**" means any accidental or unlawful destruction, loss, or alteration, or unauthorised disclosure of, or access to, any Personal Data;

"Processing" has the meaning given to such term under the Data Protection Laws;

"**Representatives**" means, in relation to a party, its employees, officers, representatives and advisers;

"**Services**" means such services as are offered by the Organizer to the Client pursuant to this Agreement;

"**Sponsorship Package**" means such services as are offered by the Organizer to the Client to provide exposure during the Exhibition and/or the Event as further detailed in the Expo Agreement;

"**Stand**" means all erections on the Allotted Space;

"Standard Terms and Conditions" means the terms and conditions accompanying the Agreement;

"Terms" means these General Terms and Conditions which form an integral part of the Standard Terms and Conditions and the Agreement;

"**Venue**" means the Exhibition halls and/or premises where the Exhibition is to take place; and

"**Venue Owner**" means the proprietor/operator of the Venue, together with its contractors, agents, employees and workmen.

1.2. In this Agreement: the headings do not affect its interpretation; a reference to a clause, schedule or paragraph is a reference to a clause, schedule or paragraph of this Agreement; any reference to this Agreement includes the schedules; the words "include" or "including" will be construed without limitation to the generality of the preceding words; a reference to writing or written includes email; a reference to a "party" is a reference to a party to this Agreement; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); this Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees; a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. DURATION OF EXHIBITION AND TIMETABLE

2.1. Details of the times and dates of:

- 2.1.1 the Event;
- 2.1.2 the Exhibition;
- 2.1.3 the opening hours of the Exhibition;
- 2.1.4 the Installation Period; and
- 2.1.5 the Dismantling Period

shall be as stipulated by the Organizer in the Exhibitors' Manual.

2.2. This Agreement shall commence on the date of signing of the Expo Agreement and shall continue, unless terminated earlier in accordance with this Agreement, until the completion of the Services and the various outcomes and/or deliverables by the Organizer as set out in the Agreement, when it shall terminate automatically without notice.

3. RIGHTS AND RESERVATIONS

3.1. Subject to the rights of the Organizer in the Agreement, the Organizer grants and the Client accepts a licence to:

- 3.1.1 use the Event Marks to the extent reasonably necessary in connection with the Services and the exercise of the Client's rights under this Agreement; and
- 3.1.2 occupy the Allotted Space for the purpose of displaying Exhibits within the scope of the Exhibition for the duration of the Exhibition.

3.2. All rights not expressly granted to the Client under this Agreement are reserved to the Organizer.

3.3. The Client acknowledges and agrees that:

- 3.3.1 the Organizer is the owner or controller of the Commercial Rights and of all rights in the Event Marks; and
- 3.3.2 the Client shall not be entitled to exploit or enter into any commercial or other agreement to exploit

any of the Commercial Rights other than as set out in this Agreement.

3.4. The Client shall install its Stand during the Installation Period and remove its Stand during the Dismantling Period.

3.5. The Stands shall not be constructed in the Allotted Space where the relevant plans have not been submitted and approved by the Organizer within the timetable set out in the Exhibitors' Manual.

3.6. The Organizer and the Venue Owner shall be permitted to have access to the Stand and the Allotted Space at all times.

3.7. Certain exhibiting or sponsorship opportunities are located in areas which are bound by exclusivity agreements with a specific service provider. All Clients, their contractors, employees and/or agents shall be bound to abide by these exclusivity agreements should their booth/graphic print or any other opportunity they have contracted fall within one of these areas and shall be liable for any breach of such exclusivity agreements. Any exclusivity agreements shall be clearly outlined in the Exhibitors' Manual and the Client is advised not to contract any service providers prior to receiving the Exhibitors' Manual.

3.8. The Organizer shall be entitled to and reserves the right to:

3.8.1 allocate to the Client a space other than the Allotted Space for which the Client has applied in the Exhibiting Package;

3.8.2 change the Allotted Space allocated to the Client at any time and if such changed area of such Allotted Space is smaller than the area specified in the Agreement in respect of the Exhibiting Package, the Organizer shall make a refund to the Client pro-rata to the amount of the area reduced;

3.8.3 alter the position or layout of the Exhibition and any stands, including the Stand and Allotted Space;

3.8.4 refuse any person's admission to the Exhibition or remove from the Exhibition and Venue any person whose presence, in the sole discretion of the Organizer, is or is likely to be undesirable for any reason and the Organizer may exercise such rights notwithstanding that any such person is the contractor, employee, or agent of the Client or otherwise in any way connected or associated with the Client;

3.8.5 remove from the Allotted Space or the Venue, at the risk and expense of the Client, any Exhibit, Stand, fitting or machinery or any other items in relation to which the Organizer has an objection or which the Client fails to remove in accordance with or which fail to comply with this Agreement;

3.8.6 alter the dates, opening hours and/or duration of the Installation Period, Dismantling Period and the total duration of the Exhibition;

3.8.7 change or vary at any time the terms of the Exhibitors' Manual and the Additional Regulations subject to the Organizer giving the Client notice of any such change;

3.8.8 add or remove speakers from the Event program depending on availability and quality control standards;

3.8.9 make changes to the floorplan of the Venue as necessary in the lead-up to the Exhibition and/or the Event. Although, all possible care will be taken to avoid this, in some cases, this may involve changing the location of booths, or (in extreme circumstances) could include a complete change of Venue; and

3.8.10 where the Organizer is informed by the Client or where the Organizer has reasonable grounds (including the unresponsiveness of the Client) to believe that the Client will not be attending the Exhibition and/or the Event, resell or reallocate the Allotted Space without the Client's consent.

3.9. Where the Client has the right to invite any guests during any part of the Event and/or Exhibition (such right and the number of the allowed guests to be agreed in writing by the Organizer in the Organizer's absolute discretion), the Client must provide the contact details of such guests (name, email and phone number) to the Organizer at least 72 hours prior to the commencement of such Event and/or Exhibition. For the avoidance of doubt, if the Client fails to provide such details within the relevant period, the Organizer shall have the right to fill the relevant spaces with the Organizer's own guests and/or network.

4. ORGANIZER'S PUBLICATIONS OR OTHER MEDIA

4.1. The Client hereby grants and the Organizer, its sub-contractors and employees hereby accept a worldwide, sub-licensable, non-exclusive, royalty-free licence:

4.1.1 to use the Client's Marks in connection with the Exhibition and the Event and their promotion; and

4.1.2 to include the Client's Marks or any other material or information supplied to the Organizer by the Client in any form of media, whether now known or not yet to be invented (including in a computer game, on a website or mobile device application), including by use on promotional material and merchandising, created by the Organizer (or on its behalf) in connection with the Event, during the Event and/or Exhibition and, for a period not exceeding twenty-four (24) months thereafter, solely in respect of:

i. promotional materials already in circulation or published as at the date of termination or expiry of this Agreement; and

ii. audio-visual recordings captured during the Event in which the Client's Marks appear incidentally as part of the Event environment, including edited extracts and compilations of such recordings, provided that the Client's Marks are not featured as the primary or predominant subject matter of such audio-visual content.

4.2. The Client shall ensure the accuracy of all material or information provided to the Organizer or directly used by the Client. The Client shall also ensure that any such material or information is not libelous, defamatory, misleading, offensive, abusive, indecent, obscene or menacing in any way or otherwise in breach of any applicable law or regulation.

4.3. The Organizer may at its sole discretion refuse to incorporate the Client's Marks or any other material or information provided to the Organizer or remove, delete or cover over such Client's Marks or material or information for any reason, including where the Organizer becomes aware that any such material or information is in breach of this Agreement.

4.4. The Organizer shall not, to the maximum extent permitted by Applicable Laws in any event, be responsible to the Client for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Event.

4.5. All material and information to be included on any media shall be subject to the prior written approval of the Organizer.

4.6. The Client acknowledges and agrees that the Organizer may continue to use the Client's Marks and any other material or information provided by the Client after an Event in connection with any promotional media created in connection with the Exhibition and/or the Event.

4.7. For the avoidance of doubt, the Client shall not place any limitations or restrictions on the marketing or other activities the Organizer may use to promote the Event.

5. SPONSORED SPEAKING OPPORTUNITIES

5.1. Where a speaking opportunity is offered to the Client as part of a Sponsorship Package, Exhibiting Package or otherwise pursuant to this Agreement, the Organizer shall retain final approval over all aspects of such speaking opportunity, including without limitation the speaker, topic, title, format, moderator and participants. The Client shall submit all proposed speakers, topics and related content to the Organizer for prior written approval, and the Organizer may withhold or withdraw such approval in its sole discretion on editorial, quality-control or reputational grounds.

5.2. The Organizer reserves the right to reasonably modify the timing, stage, moderator, panel composition or format of any speaking opportunity without such modification constituting a breach of this Agreement or a failure to provide the relevant deliverable, provided that the Organizer shall use reasonable endeavors to offer the Client a substantially equivalent speaking opportunity. For the avoidance of doubt, the Organizer's exercise of its rights under this clause shall not entitle the Client to any refund, credit or other compensation.

6. REDUCTION OF SPACE

6.1. Where a Client requests a reduction in the size of the Allotted Space, the Client must forward such a request to the Organizer in writing.

6.2. The Organizer reserves the right in its absolute discretion to accommodate such request but is not obliged to offer a pro-rata refund. If a pro-rata refund is agreed, this is at the sole discretion of the Organizer who also has the right to factor in any volume package discounts allocated on the initial Agreement value and any Incurred Deliverables when calculating such pro-rata refund. The Organizer reserves the right to resell or reallocate any unused Allotted Space.

7. SUSPENSION OF CLIENT'S RIGHTS

7.1. In the event that the Client is in breach of any of the terms and conditions of this Agreement and fails to remedy such breach notwithstanding any notice by the Organizer calling upon it to remedy such breach, the Organizer may, without prejudice to any other rights or remedies available to it under this Agreement or otherwise, suspend at any time all or part of the Client's rights under this Agreement. Without prejudice to any of the Organizer's rights in the event of such breach, the Organizer may in such circumstances at its sole discretion exclude a Client from an Event, remove its Stand or Allotted Space, or remove or delete any media relating to the Client. Such suspension may continue to apply until the Client has remedied any such breach.

8. HEALTH AND SAFETY

8.1. The Client acknowledges and agrees that no naked flames or smouldering products are allowed within the Exhibition and/or the Venue without the prior written consent of the Organizer.

8.2. The Client must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Exhibition or the Venue, and in particular any fire regulations. All materials used on the Stand and the Venue must be non-flammable.

8.3. The Client must moreover comply with and observe all applicable health and safety regulations, the Additional Regulations, any Applicable Laws and all other instructions and regulations laid down by the Venue Owner and/or the Organizer.

9. TRAVELLING ARRANGEMENTS

9.1. If the Organizer has agreed in writing that the Organizer will be responsible for any travelling costs or travelling arrangements of the Client in connection with the Event and/or Exhibition, the Client must provide to the Organizer at least four weeks before the relevant date of travel all the information requested by the Organizer including but not limited to the Client's full name, passport information, travel dates, and airport to be used.

9.2. If the Client fails to provide the relevant information to the Organizer within the relevant deadline in accordance with clause 9.1, the Organizer reserves the right to charge the Client part of, or the whole amount of, the travelling expenses or to refuse to make any travelling arrangements altogether.

10. ORGANIZER'S GROUP MEDIA

10.1. All Exhibits, copies and artworks are to be submitted within the period prescribed by the Organizer. The Client undertakes to abide by any decision taken by the Organizer as a consequence of the Client's failure to adhere to relevant deadlines for publication of Exhibits, artwork or advertisements set out by the Organizer. Requests for postponements must be made in writing 3 weeks before such deadlines for publication of Exhibits, artwork or advertisements and their acceptance will be at the discretion of the Organizer.

10.2. The Organizer reserves the right to refuse, cancel, omit or suspend any Exhibits, advertisements or promotional content that are deemed in bad taste or not conforming to the Organizer's editorial guidelines.

10.3. All Exhibits, copies, artworks and advertisements shall be subject to the approval of the Organizer.

10.4. It is a condition of acceptance that the Organizer does not give any guarantee of the date of insertion or against error or omission of Exhibits, advertisements or promotional content. Furthermore, to the maximum extent permitted by Applicable Laws, the Organizer does not accept liability for any loss or damage caused by an error or inaccuracy in the printing of the Exhibit or advertisement.

10.5. All Exhibits or adverts are to be sent by e-mail in tiff, jpeg or pdf format and their resolution shall not

be less than 300dpi.

10.6. The Client shall be responsible for ensuring that the content of the Exhibit, artwork or advert is compliant with any Applicable Laws and the Additional Regulations, and is otherwise not defamatory, untrue, inaccurate, misleading or harmful, and the Organizer shall have no liability against any claim, liability, loss, damages, expenses or other disbursements caused due to the Client's breach of this provision.

10.7. In connection with advertisements or promotional content in the Organizer's magazine:

10.7.1 the Organizer will provide the Client with a deadline for any submission of any contents, documents or other information by the Client;

10.7.2 the Client may request up to 3 rounds of changes to their page layout, including to the text and design, provided that any such changes will only be made at the discretion of the Organizer;

10.7.3 any changes requested by the Client after the deadline referred to in clause 10.7.1 will only be made at the discretion of the Organizer;

10.7.4 the inclusion of any content or adverts received by the Organizer from the Client after the deadline referred to in clause 10.7.1 will only be made at the discretion of the Organizer;

10.7.5 any requests from the Client to change the brief given to the photographer will be at the discretion of the Organizer. Any extra costs incurred in connection with such changes will be borne by the Client;

10.7.6 any editing of photographs will be done by the Organizer;

10.7.7 any requests to move an advert or article to another issue of the magazine will be at the discretion of the Organizer;

10.7.8 the Client may purchase their full set of photographs for such additional charge as confirmed by the Organizer;

10.7.9 the Organizer reserves the right to postpone and/or cancel the publication of the magazine at any time and for any reason and the Organizer shall have no liability in respect of such postponement and/or cancellation; and

10.7.10 all adverts in connection with the magazine are to be sent in PDF, CMYK, they must include a 5mm bleed and a 10mm text safe area and their resolution shall not be less than 300dpi.

10.8. In connection with feedback and revisions for video and podcast content, the Client acknowledges and agrees that it shall be entitled to a maximum of two (2) revisions of the video and/or podcast content. Upon delivery of the first version, the Client shall have a period of five (5) working days to provide written feedback. Failure to provide such feedback within the specified period shall be deemed full and final acceptance of the first version, and the Organizer shall be entitled, at its sole discretion, to proceed with publication. Upon delivery of the second version, the Client shall have a period of two (2) working days to provide written feedback. Failure to provide such feedback within the specified period shall be deemed full and final acceptance of the second version, and the Organizer shall be entitled, at its sole discretion, to proceed with publication. Any request by the Client for further revisions beyond the two (2) included revisions shall be subject to an additional fee of five hundred US Dollars ($500) per revision, payable in advance of any additional work being undertaken.

10.9. It is hereby agreed that the Organizer shall not provide media coverage or promotional deliverables, unless explicitly outlined in the agreed-upon deliverables. Therefore, the Organizer is not obligated to provide on-site photos, videos, or marketing materials during the Event. The Organizer maintains exclusive rights to any content it creates until it is publicly shared through official channels. Once marketing content is published online, the Client may request to be provided with specific photos or materials. Photo albums are typically edited and shared online within 2-3 weeks after the Event. Following this timeframe, the Organizer will be able to provide additional footage directly to the Client, upon written request, without any further obligations for additional deliverables.

11. NON-POACHING OF EMPLOYEES

11.1. The Client agrees that during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, the Client shall not, directly or indirectly, solicit, entice, or contract with, or employ any Employee. The Client acknowledges that this restriction is reasonably necessary to protect the Organizer's legitimate business interests, including without limitation the Organizer's substantial relationships with its Employees, the Confidential Information to which the Client may have access, and the Organizer's investment in specialised training provided to its Employees.

11.2. The restriction in clause 11.1 shall apply only to those Employees with whom the Client had contact or dealings during the term of this Agreement.

11.3. The Client acknowledges that this restriction is reasonable and necessary to protect the legitimate business interests of the Organizer. If any provision of this clause 11 is found by a court of competent jurisdiction to be unenforceable, the parties agree that such court shall have the power to modify the scope, duration or area of such provision and to enforce such provision as so modified, to the maximum extent permitted by Applicable Laws.

11.4. In the event of a breach of this clause by the Client, the Organizer shall have the right to terminate the Agreement upon written notice to the Client. The Client acknowledges that a breach of this clause would cause irreparable harm to the Organizer for which monetary damages would be an inadequate remedy, and accordingly the Organizer shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond.

11.5. Additionally, the Client shall indemnify and hold harmless the Organizer and its Employees against all reasonable and documented liabilities, losses, damages, costs, charges and expenses, including reasonable legal costs and professional fees, incurred by the Organizer and its Employees as a direct result of the breach by the Client of this clause.

12. LAW AND JURISDICTION

12.1. This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with law and jurisdiction specified in the Standard Terms and Conditions.

ANNEX

Processing of Data in Accordance with the Data Protection Laws

For the purposes of this Annex, the following terms shall have the meanings set out below:

"US Personal Data" means Personal Data that is subject to the data protection and privacy laws of the United States of America (including without limitation the Florida Digital Bill of Rights and the Florida Information Protection Act).
"EU Personal Data" means Personal Data the Processing of which is subject to Regulation (EU) 2016/679 (General Data Protection Regulation) and any applicable national implementing legislation by virtue of the data subject's location, the location of the Processing, or the applicability of EU law to the relevant Processing activity.

Where Personal Data constitutes both US Personal Data and EU Personal Data, the more restrictive obligation shall apply. Save as otherwise provided in this Annex, the obligations set out herein shall apply to all Personal Data Processed under the Agreement, with certain additional obligations applying solely to EU Personal Data as expressly indicated.

1. **PROCESSING OF PERSONAL DATA — GENERAL AND US OBLIGATIONS**
   1.1. Personal Data shall be Processed by the Organizer as necessary for, and for the purposes of, the Agreement and in compliance with all applicable US federal, state and local privacy and data protection laws, including without limitation the Florida Digital Bill of Rights (Florida Statutes, Chapter 501, Part IX) and the Florida Information Protection Act (Florida Statutes § 501.171). Personal Data shall be Processed for the duration of the Agreement and any such additional period as may be agreed between the parties or as required by Applicable Laws.
   1.2. The Organizer shall, in respect of all Personal Data processed under this Agreement:
      1.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data;
      1.2.2 Process Personal Data only for the purposes set out in, or reasonably contemplated by, this Agreement and not sell, share (as such terms are defined or used in applicable Data Protection Laws) or otherwise make available Personal Data to third parties except as permitted under this Agreement or required by Applicable Laws;
      1.2.3 inform the Client if, in the Organizer's reasonable opinion, any obligation under this Agreement would conflict with applicable Data Protection Laws;
      1.2.4 taking into account the nature of the Processing and the information available, provide reasonable assistance to the Client with keeping the Personal Data secure, notifying Personal Data Breaches to data subjects or to the relevant supervisory or regulatory authorities and with any consultations with such authorities which the Client reasonably considers to be required by applicable Data Protection Laws;
      1.2.5 take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the Personal Data, as strictly necessary for the purposes of the Agreement and to comply with Applicable Laws;
      1.2.6 ensure that, taking into account industry good practice, the costs of implementation and the nature, scope, context and purpose of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organisational controls are in place, to the extent required by applicable Data Protection Laws and commensurate with the sensitivity of the Personal Data concerned, to prevent unauthorised or unlawful Processing of any Personal Data and to protect any such Personal Data from accidental loss, damage or destruction;

1.2.7 keep a record of all data Processing activities carried out on behalf of the Client to the extent required by applicable Data Protection Laws; and

1.2.8 appoint a data protection officer if required by applicable Data Protection Laws.

1.3. The Client acknowledges that the Organizer shall process Personal Data as reasonably necessary for the provision of the Services pursuant to the Agreement and consistent with the purposes set out herein.

1.4. The Client and the Organizer shall undertake periodic reviews of the terms of this Annex to ensure compliance with applicable Data Protection Laws.

2. EU PERSONAL DATA — ADDITIONAL PROCESSOR OBLIGATIONS

2.1. The obligations set out in this section shall apply solely to the Processing of EU Personal Data under this Agreement and only to the extent that the Organizer Processes such EU Personal Data on behalf of the Client as a processor within the meaning of the General Data Protection Regulation. For the avoidance of doubt, where the Organizer Processes EU Personal Data as an independent controller in its own right (including for the Organizer's own legitimate business purposes), the obligations in this section shall not apply to such Processing, and the Organizer shall instead comply with its obligations as a controller under the applicable Data Protection Laws.

2.2. In respect of EU Personal Data Processed by the Organizer as a processor on behalf of the Client, the Organizer shall not Process such data other than on the documented instructions of the Client unless Processing is required by any law of the European Union or a Member State to which the Organizer is subject, in which case the Organizer shall, to the extent permitted by law, inform the Client of that legal requirement before Processing the EU Personal Data.

2.3. In respect of EU Personal Data, the Organizer shall provide reasonable assistance to the Client with undertaking any data protection impact assessment and any prior consultations with supervisory authorities which the Client reasonably considers to be required by the Data Protection Laws in relation to the Processing of EU Personal Data.

3. RETENTION AND RETURN OF PERSONAL DATA

3.1. The Organizer shall retain Personal Data for the duration of the Agreement and/or as otherwise necessary to satisfy the purposes for which it was provided, or for such longer period as may be required by applicable US federal, state or local law or, in respect of EU Personal Data, by applicable EU or Member State law.

3.2. Upon termination of the Agreement, the Organizer shall, at the Client’s written request, delete or return to the Client the Personal Data it has been Processing on the Client's behalf, save to the extent that retention is required or permitted by applicable Data Protection Laws or is reasonably necessary for the Organizer's legitimate business purposes (including compliance with applicable US federal, state or local law, the exercise or defence of legal claims, or the completion of any outstanding obligations under the Agreement). In respect of EU Personal Data, the Organizer shall delete existing copies unless retention is required by EU or Member State law. Such deletion of Personal Data shall be done in a secure manner, in accordance with the security requirements of the applicable Data Protection Laws.

4. CONFIDENTIALITY

4.1. The Organizer shall obtain a commitment of confidentiality from anyone (including its employees, contractors, sub-contractors, servants, and agents) it allows to Process the Personal Data unless that person is already under such duty by statute or otherwise.

5. HANDLING OF PERSONAL DATA AND DATA SECURITY BREACHES

5.1. When transferring the Personal Data and in any communications between the Client and the Organizer, the

Organizer will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context and purposes of Processing as referred to in the Data Protection Laws.

5.2. Upon becoming aware of a Personal Data Breach, the Organizer shall notify the Client as expeditiously as practicable and without undue delay. Such notification shall, to the extent that the relevant information is available to the Organizer at the time of notification, include:

a. a description of the nature of the breach, including the categories and approximate number of data subjects and records concerned;

b. the name and contact details of the Organizer's data protection contact point;

c. a description of the likely consequences of the breach; and

d. a description of the measures taken or proposed to address the breach, including measures to mitigate its possible adverse effects.

5.3. Where the Personal Data Breach affects five hundred (500) or more individuals, the Organizer shall co-operate with the Client to notify the Florida Department of Legal Affairs in accordance with the Florida Information Protection Act (Florida Statutes § 501.171) and any other applicable US state breach notification laws.

5.4. In respect of EU Personal Data, the Organizer shall provide such notification without undue delay after becoming aware of the Personal Data Breach, in accordance with Article 33(2) of the General Data Protection Regulation, so as to enable the Client to comply with its obligation to notify the relevant supervisory authority within seventy-two (72) hours where required under Article 33(1) of the General Data Protection Regulation. Where it is not possible to provide all such information within the initial notification, the Organizer shall supplement it as further information becomes available.

5.5. The Organizer shall co-operate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6. DATA SUBJECT RIGHTS

6.1. Taking into account the nature of the Processing, the Organizer shall implement appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligation to respond to requests by data subjects to exercise their rights under applicable Data Protection Laws. Such rights include, without limitation, consumer rights under the Florida Digital Bill of Rights in respect of US Personal Data and data subject rights under the General Data Protection Regulation in respect of EU Personal Data.

6.2. If a data subject makes a written request to the Organizer to exercise their rights under the Data Protection Laws, the Organizer shall forward the request to the Client promptly, and in any event within five (5) days from the date on which the Organizer received the request, and upon the Client's reasonable written request, provide it with co-operation and assistance reasonably requested in relation to that request to enable it to respond to that request in compliance with applicable deadlines and information requirements.

7. SUB-PROCESSING OF PERSONAL DATA

7.1. In respect of US Personal Data, the Organizer may engage sub-processors to Process Personal Data on its behalf, provided that the Organizer shall maintain a list of such sub-processors and make it available to the Client upon reasonable written request.

7.2. In respect of EU Personal Data processed by the Organizer as a processor on behalf of the Client, the Organizer shall not engage another sub-processor without prior specific or general written authorisation from the Client. The Organizer shall inform the Client of any intended changes concerning the addition or replacement of such sub-processor, thereby giving the Client the opportunity to object to such changes. For the avoidance of doubt, where the Organizer processes EU Personal Data as an independent controller, the provisions of clause 7.1 shall apply mutatis mutandis.

7.3. Where the Organizer employs a sub-processor, it shall ensure that a contract is in place imposing data protection obligations on that sub-processor no less protective than those set out in this Annex, and the Organizer shall remain liable to the Client for the sub-processor's compliance with its data protection obligations.

8. TRANSFER OF PERSONAL DATA

8.1. In respect of US Personal Data, the Organizer shall comply with all applicable US federal, state and local laws governing the transfer of Personal Data.

8.2. In respect of EU Personal Data, the Organizer shall not transfer such data to, or permit such data to be Processed in, any country or territory outside the European Economic Area unless the transfer is made in compliance with Chapter V of the General Data Protection Regulation, including where:

a. the European Commission has adopted an adequacy decision applicable to the relevant country, territory, sector or recipient pursuant to Article 45 of the General Data Protection Regulation;

b. appropriate safeguards have been provided in accordance with Article 46 of the General Data Protection Regulation, including, where applicable, through the use of standard contractual clauses adopted or approved by the European Commission; or

c. another lawful basis or derogation for the transfer is available under Chapter V of the General Data Protection Regulation.

Where required by applicable Data Protection Laws, the Organizer shall implement such supplementary measures as are reasonably necessary to ensure an appropriate level of protection for the EU Personal Data transferred.

8.3. The Organizer shall not disclose or transfer Personal Data to any third party except: (a) to a sub-processor duly engaged in accordance with clause 7 of this Annex; (b) where such disclosure or transfer is reasonably necessary for the performance of the Agreement and is permitted by applicable Data Protection Laws; (c) with the Client's prior written authorisation where such authorisation is required under this Annex or applicable Data Protection Laws; or (d) where the disclosure or transfer is required by Applicable Laws. Any transfer of EU Personal Data shall, in all cases, be subject to the requirements of clause 8.2.

9. COMPLIANCE WITH DATA PROTECTION LAWS

9.1. The Organizer will promptly notify the Client if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data, or to either party's compliance with Data Protection Laws, and shall fully co-operate and assist the Client in relation to any such complaint, notice, communication or non-compliance.

9.2. The Organizer will, upon the Client's reasonable written request, provide all information necessary to demonstrate compliance with this schedule and with the Data Protection Laws and allow the Client (or an auditor appointed by the Client) to carry out checks, audits and inspections to verify compliance with these terms.

10. LIABILITY AND INDEMNITY

10.1. The parties agree that data subjects who have suffered a Personal Data Breach as a result of any breach of obligations of the parties or a sub-processor shall be entitled to receive compensation from the relevant party for damages suffered in accordance with applicable Data Protection Laws.

10.2. The Client agrees to indemnify and hold harmless the Organizer against all reasonable and documented expenses, costs, claims, losses and liabilities incurred by the Organizer or for which the Organizer may become liable due to any failure by the Client, or its employees, agents or sub-processors, to comply with applicable Data Protection Laws, including without limitation due to any failure by the Client to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised

or unlawful destruction, loss, alteration, disclosure or access, provided that such indemnity shall not extend to any losses arising from the Organizer's own negligence, willful misconduct or breach of its obligations under this Agreement or the applicable Data Protection Laws.