

GENERAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL SERVICES¹

These General Terms and Conditions ("**T&Cs**") integrate the Services Agreement, the Digital Advertisement Agreement and the Sponsorship Agreement between Informa and Customer (individually or jointly referred to as the "**Agreement**") and state the additional conditions that govern the rendering of services, provision of deliverables and sponsorship between the parties. Capitalized terms that are not defined in these T&Cs are defined in the Agreement.

1. DELIVERABLES AND INFRASTRUCTURE

1.1. These T&Cs apply to the services, packages and digital deliverables that will be provided by Informa to Customer in accordance with the particularities provided for in each Agreement and its attachments, addenda, proposals, purchase orders and other documents issued or approved in writing by Informa under the Agreement ("**Additional Document**"). Items or clauses of these T&Cs that do not make part of the scope of the Agreement shall be disregarded.

1.2. Nothing in the Agreement shall prevent or restrict Informa from providing any service, advertising, product and/or deliverable similar to the one provided to Customer to any third party at any time, including, without limitation, competitor of the Customer.

1.3. Customer's rights in connection with the contracted package are limited to those set forth in the Agreement and these T&Cs. Customer does not have permission to promote or advertise its association with Informa, unless previously approved by Informa in writing.

1.4. Informa may, without any burden or liability to it: (i) make reasonable changes in the format, content, positioning, rotation, size, style and/or schedule (including, without limitation, the estimated delivery schedule) of any element of the package, and/or (ii) change the content, layout and/or format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of its websites) in its sole discretion, provided that it does not carry out a substantial change in the package contracted by Customer. If the changes and/or variations imply a change in the package, they must be informed in advance in writing, to Customer and may be formalized by an amendment to the Agreement.

1.5. Customer acknowledges and agrees that services and deliverables that are hosted on a website will be subject to the policies and terms of use of the website. If Customer (including its personnel) violate any policy or term of use of the website, Informa shall have the right to suspend and disable the Customer's use, access, coverage and benefits of (and of its personnel) related to such website, and Informa is exempt from liability or burden for such measure.

1.6. Customer acknowledges and agrees that Informa (including its affiliates) shall have the irrevocable right to collect, maintain and commercially use all analytical data captured in connection with the package (including, without limitation, users' behavior, platform usage data, publications and/or *lead/matchmaking* generation initiatives), for the purpose of creating, developing, selling or otherwise making products, services or works available in any media or format, always in accordance with Data Protection Laws.

2. SPECIFIC CONDITIONS FOR DIGITAL ADVERTISING

2.1. This Section 2 applies only when the Customer engages digital advertising. Informa will provide digital advertising pursuant to the conditions set out in the Agreement, including the estimated schedule. The evidence and positioning of the advertising will conform to the package contracted by Customer.

2.2. Once the advertising is made, Informa shall communicate the Customer. Informa reserves the right, in its sole discretion, to place #advertising, #publicity, #paid content, or similar message to make clear the nature of the action and distinguish it from editorial message.

2.3. Customer declares, warrants and undertakes that the Materials provided (i) shall comply with all laws, regulations, policies and codes of good practice (including CONAR) related to advertising, (ii) to the extent that they contain investment or financial promotion, shall be duly approved and authorized pursuant to relevant legislation, (iii) to the extent that they contain information about Customer's products and/or services, they will be generic information only and will not

¹ General Terms and Conditions applicable to digital services available at: https://www.informamarkets.com/content/dam/markets/generic/informa-markets/general_terms.pdf

represent a consuming recommendation, and (iv) unless previously approved by Informa in writing, they will not promote products and/or services from Customer's affiliates and/or third parties.

2.4. If the advertisement has any information or Material about a Customer's competitor, the relevant laws and regulations shall be complied with, and the Customer will be solely responsible for any fine or indemnification that is imposed. Informa may decide not to publicize such advertising. Notwithstanding the foregoing, Informa shall not be liable for (i) any advertisement placed on publication, website, platform, media and/or other support that is not under the exclusive control of Informa, (ii) any advertising provided by Customer or ordered by it with content not in line with laws, regulations and conduct policies, or (iii) any content generated by the user of the platform or media.

2.5. In the case of online/digital advertising: (i) Informa shall not offer any warranty against any internet publication that is interrupted and/or made unavailable, (ii) Informa shall not control the generation of clicks or users' reaction. Although Informa uses certain methods to reasonably detect and filter some click activities, Informa shall not be liable for click fraud, technological problems and/or other potentially invalid and/or non-human click activities that may affect deliverables based on clicks, and (iii) for deliverables based on impressions (a) any deadlines set forth in the Additional Document are estimated deadlines, subject to the level of traffic of the publication, and (b) any determination and/or calculation of impressions shall be based on Informa's advertising server reports, regardless if the Customer also use an alternative server or not. Customer shall not use any third party server added/connected to the website, platform, media or other property of Informa.

2.6. When all or part of the advertising refers to the Customer, provides content and/or delivers a digital event (e.g. a webinar), Customer acknowledges and agrees that, unless otherwise provided in the Agreement or Additional Document: (i) Informa will deliberate alone about all aspects of the format and what the final content of the digital event will be (including, without limitation, the inclusion or not of additional speakers and/or sponsors and/or providers of additional content) and (ii) with exception to Customer's rights to the Materials, all rights, properties and participations in the digital event shall belong to Informa.

2.7. If the Agreement refers to requirements for advertising separation or adjacency in relation to the position of any information and/or materials of Customer's competitors ("**Adjacency Requirements**"), Informa will be required only to make commercially reasonable efforts to meet the Adjacency Requirements. However, Informa shall not be liable for not complying with the Adjacency Requirements when: (i) advertising is placed in another location other than a publication, website, platform or other media (in digital and/or printed format, image, audio, video and/or text) controlled exclusively by Informa, (ii) advertising is placed in a publication that the Customer is reasonably aware that it may have content that violates the Adjacency Requirement, or (iii) if it is user-generated content.

3. PLATFORM SPECIFIC CONDITIONS

3.1. This Section 3 applies only when the Customer engages an entry of the platform in the service package. The period of time during which the Customer will be entitled to have an active entry into the platform, the extension of its coverage and the benefits related to that platform will be specified in the Additional Document.

3.2. Customer acknowledges and agrees that all usernames and passwords to access the platform made available by Informa shall be confidential and personal to the Customer and its personnel, and Customer shall be liable for the acts and omissions of the persons who make use of this information. Customer shall not allow and shall ensure that its personnel will not allow third parties to use usernames and passwords. Customer shall immediately notify Informa about any unauthorized use and any other security violation involving a platform.

3.3. Customer declares, warrants and assumes that the content of the platform offered or added by Customer:

(i) shall be truthful, accurate and complete and shall comply with the Agreement and the T&Cs, and Customer shall be liable for verifying its conformity with applicable laws, regulations and codes;

(ii) shall not infringe Intellectual Property rights of third parties, as it will either be the Customer's own original work (Customer being the owner of the copyright) or will be work on which the Customer obtained the copyright and any other release, consent, approval, license or permission from the owner and regulatory authorities to use and make available on the platform without restrictions;

(iii) shall not be unlawful, defamatory, libel, obscene, threatening, offensive, abusive or fraudulent, and shall not be cause for claims, demands, liens, encumbrances, rights of any kind that may harm or interfere on the use by Informa of the content of the platform for the purpose of providing the package;

(iv) shall be provided in digital, virus-free and malware-free format or exempt of corrupted elements of any kind and shall not impair the operation of any system, publication, website, platform, media or other property of Informa and/or users.

3.4. Informa shall not be liable for the content of the platform provided or added by the Customer, its personnel and contractors, but Informa shall have the right to remove content that does not conform to these T&Cs. Customer shall be solely responsible for the costs, expenses, damages, indemnifications, etc. arising from the content inserted in the platform.

3.5. If, and to the extent that, the content of the platform contains information about Customer's products and services (images, descriptions, specifications and details), the Customer shall guarantee and assume that such information shall be limited to generic information and will not be a consuming recommendation. Customer shall ensure that the content of the platform is related exclusively to the Customer's own business activities.

3.6. Informa does not guarantee that the platform will operate continuously, safely or uninterruptedly. Informa does not assume any responsibility for the temporary unavailability, viruses or harmful components of the platform, as it is a tool for interaction with users. Informa reserves the right at any time to: (i) change the technical specification of the platform and/or (ii) temporarily suspend and/or disable Customer's access to the platform for the purpose of maintaining, updating or resolving any security issue.

4. SPECIFIC CONDITIONS FOR MARKETING SERVICES

4.1. This Section 4 applies only when the Customer engages marketing services as part of the package. Informa shall provide the marketing services in accordance with the conditions set out in the Agreement, employing commercially reasonable efforts to comply with the estimated schedule set out in the Additional Document.

5. GENERAL OBLIGATIONS OF THE CUSTOMER

5.1. Customer acknowledges and agrees that the terms of the Agreement, including commercial conditions and amounts, are Informa's confidential information that cannot be disclosed to third parties, with the reservation of its personnel who needs to know such information and have assumed an equivalent duty of confidentiality.

5.2. Customer shall cooperate in good faith with Informa in all matters relating to the Agreement, including the provision of all information that Informa reasonably requests.

5.3. Customer declares, warrants and assumes that (i) it has the right, title and authority to enter into the Agreement and comply with its obligations, and (ii) the person who is the signatory to the Agreement on behalf of Customer is vested with authority to do so.

5.4. Customer shall indemnify Informa for losses, damages, costs, claims and expenses assumed or incurred by Informa in connection with any matter involving (i) provision of inaccurate or incomplete information or Materials; (ii) violation of Intellectual Property and/or (iii) non-compliance with these T&Cs and/or the Agreement.

5.5. Any and all liability of Informa (contractual and non-contractual) is limited to the amount actually received by Informa from Customer as Price or Sponsorship Fee, in accordance with each Agreement. This limitation of liability is an essential and fundamental element of the Agreement and of the conditions negotiated between the parties.

6. GENERAL CONDITIONS

6.1. Nothing in the Agreement and in these T&Cs creates a partnership, joint venture or agency relationship between the parties.

6.2. Each party acknowledges and agrees that the Agreement and these T&Cs constitute the entire agreement between the parties and supersedes any and all prior oral or written understanding, communication or agreement with respect to its scope. In the event of a conflict between these T&Cs, the Agreement and the Additional Document, the terms of the Agreement shall prevail.

6.3. Customer may not assign or subcontract any of its rights or obligations under these T&Cs without Informa's prior written consent. Informa shall have the right to assign any and all rights and obligations under the Agreement and these T&Cs to any affiliate being in such case waived Customer's consent. Informa may subcontract obligations under the Agreement regardless of Customer's approval, information or consent.

6.4. Failure of a party to exercise any right or remedy represents mere tolerance and shall not be a waiver thereof. The waiver of a violation cannot be considered as a waiver of any subsequent breach. Rights and resources are cumulative and do not exclude any rights or resources provided by law.

6.5. If a provision of the Agreement or T&Cs is declared invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such a change is not possible, the provision shall be deemed excluded. Any modification or deletion of a provision shall not affect the validity and enforceability of the remainder of the Agreement and the T&Cs.

6.6. Informa reserves the right to offset any debt of the Customer with Informa against any debt of Informa to the Customer, regardless of the basis of such debt.

6.7. Any notification or communication between the parties shall be made in writing, which includes, without limitation, e-mail.

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