

GLOBAL MARKET SUMMITS LTD GUEST AND PARTICIPANT TERMS AND CONDITIONS

These are the only terms and conditions under which we are willing to allow participation at our events. By entering into any contract with us for such participation, you agree to be bound by these terms and conditions.

"We" are Global Market Summits Ltd, a company registered in England and Wales with registration number 07761940. Our registered office is at 30-31 Furnival Street, London, EC4A 1JQ, United Kingdom. Our registered VAT number is 122 4572 40. Any reference to the terms "us", "our" or any other similar expression shall be construed accordingly and shall include any subsidiary or holding company of ours from time to time, including Global Manufacturing Strategies Ltd. Any expression to "you", "your" or any other similar expression refers to you, our customer who is entering into a contract with us for participation in our events or conferences subject to these terms and conditions.

Please pay special attention to the cancellation policy detailed in clause 9.

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions. In these Conditions, the following definitions apply:

Applicable Laws:	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.
Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are generally open for business.
Conditions:	these terms and conditions as amended from time to time.
Contract:	the contract between us and you for the supply of Services in accordance with these Conditions.
Contract Documents:	any documentation which we intend to form part of the Contract, including (but not limited to) the Order, acceptance of our offer in accordance with clause 2.2 of these Conditions, all and any correspondence between us setting out any specifications or requirements, and these Conditions themselves.
Commencement Date:	the date on which the Contract comes into force in accordance with clause 2.2.
Event:	the event, bespoke event, conference, roundtable or Summit specified in the Order.
Force Majeure Event:	has the meaning given to it in clause 12.1.
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: your written acceptance of our quotation, the booking hand-over form or online booking form, as applicable.

Representatives: the person or persons you nominate to attend the Event.

Services: the services supplied by us to you as set out in the Order or specification provided in writing.

Summit: the summit specified in the Order on the date(s) proposed, including where the date or timings are to be confirmed.

1.2 Interpretation. In these Conditions, the following rules of interpretation shall apply:

1.2.1 a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 words imparting the singular number shall include the plural and vice versa;

1.2.5 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6 a reference to "writing" or "written" includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by you to enter into a contract with us for the supply of Services subject to these Conditions. Each Order shall be the subject of a separate Contract.

2.2 The Order shall be deemed to be accepted when we expressly accept it or inform you that we have accepted your Order, whether orally or in writing, at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. However, the Contract includes all Contract Documents or any other terms which we both agree should form part of this Contract, whether on or after the Commencement Date.

3. ATTENDANCE AT THE EVENT

3.1 The fees set out in the Order include attendance at the pre-arranged conference sessions, details of which are set out in the Order.

3.2 We will use our best endeavours to provide you with details of the number and identity of attendees participating in the event, but we cannot guarantee the accuracy of such information as the attendance list is subject to change.

3.3 You agree that you will attend and actively participate in the activities detailed in the Event's itinerary which will be provided to you, including but not limited to any workshops, networking lunches and one-to-one meetings (subject to availability).

3.4 You agree that you will attend and send the agreed number of Representatives to attend the Event. You will use your best endeavours to ensure that all nominated Representatives are qualified in the relevant field to which the Event relates.

3.5 If you are unable to attend the Event, you may nominate a substitute who holds a similar role of similar seniority and business level to attend the Event, however you must inform us of your intention to send a substitute in a reasonable amount of time before the Event and we reserve the right in our absolute discretion not to allow the substitute entry, in which case our cancellation policy in accordance with clauses 9 and 10 will apply.

3.6 You agree to ensure that you and any of your Representatives will conduct themselves at the Event in a proper and professional manner at all times, adhering to any health and safety, security or other requirements that we may specify from time to time.

3.7 You will be required to complete and return a questionnaire 14 days after receiving it. This will be used in an online catalogue to create a personalised agenda for each attendee at the Event in order to determine the sessions in which each attendee will partake.

4. FEES

4.1 The fee for the Services will be the price set out in the Order which is subject to an additional service charge of 2.5% of the total price set out in the Order, which is intended to cover administration and set-up costs.

4.2 All advertised offers for discounts cannot be combined with any other offer and are offered subject to our absolute discretion at all times.

4.3 We reserve the right to invoice you for any expenses or additional fees that we see fit after the Event to account for any charges incurred by you throughout the Event which were not previously agreed or set out in the Order. For the avoidance of doubt, this includes travel, accommodation, use of leisure facilities as may be available, parking charges if applicable and any wine ordered with meals unless otherwise agreed in writing.

4.4 We require payment in advance of the Event, with all sums payable under clause 4.1 being due to us within 14 days of the Commencement Date.

4.5 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

4.6 We reserve the right to withhold any information relating to the Event or refuse you and your Representatives entry to the Event unless and until all amounts due to us have been paid in full. All amounts payable under the Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of you.

4.7 Without limiting any other of our rights or remedies, if any fees due to us are not paid by the date of the Event, we shall be entitled to retain any part payment which we have already received.

5. INTEREST

5.1 If you fail to make any payment due to us by its due date for payment, then, without limiting our other rights or remedies, we reserve the right to charge you interest on the overdue amount at the rate of 2.5% per annum above Lloyds Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must pay to us any interest together with the overdue amount.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us, save that the Intellectual Property Rights which subsist in any pre-existing materials supplied are owned by each respective party.

6.2 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

6.3 You agree that we shall have the non-exclusive right without limit as to time to use any content from footage recorded at the Event and may use your name and Intellectual Property Rights to the extent necessary for the purpose of providing the Services, such as by making available any footage from the Event to other attendees from time to time. You warrant that no such use shall infringe the rights of any third party.

7. OUR RIGHTS AND OBLIGATIONS

7.1 We reserve the right in our absolute discretion to limit or vary the content or scope of the Event as we see fit, including but not limited to the topics covered, the location, timings or dates of the Event. We will use our reasonable endeavours to inform you in writing of any material variation to the scope of the Event.

7.2 We cannot guarantee the attendance of any named attendees and do not accept any liability for any changes to the number, quality or identity of attendees.

8. YOUR RIGHTS AND OBLIGATIONS

8.1 You undertake to:

8.1.1 comply with the terms of the Contract and with any branding or other guidelines we issue to you;

8.1.2 comply with any legal notices as may be required from time to time and comply with all Applicable Laws relevant to the exercise of your rights and the performance of your obligations under the Contract.

8.2 You represent and warrant to us that:

8.2.1 you are appropriately qualified in the relevant field to which the Event relates to our reasonable satisfaction;

8.2.2 you have full authority to enter into the Contract and you or any Representatives are not bound by any agreement with any third party that adversely affects this Contract;

8.2.3 you have and will maintain for the purposes of the Contract, all necessary powers, authority and consents to enter into and fully perform your obligations under this Contract;

8.2.4 you will take steps to ensure that your Representatives at all times comply with the terms of the Contract.

8.3 For any wrongful act or omission or your part or on part of your Representatives, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual

Property Rights or other rights arising out of or in connection with the Contract. This clause 8.3 shall survive termination of the Contract.

9. CANCELLATION

9.1 We reserve the right to cancel the Event or Order for any reason (including, without limitation, by reason of a Force Majeure Event). We shall endeavour to notify you of any cancellation as soon as possible. It is agreed that:

9.1.1 we shall not be in breach of the Contract by virtue of that cancellation;

9.1.2 on us notifying you of such cancellation, the Contract shall automatically terminate; and

9.1.3 we may, at our discretion, offer to you the opportunity to transfer the booking to a separate event or summit in accordance with clause 9.5.

9.2 We reserve the right to cancel the Event or Order in accordance with clause 9.1 without providing you with any of our potential reasons for doing so.

9.3 If you wish to withdraw your attendance at the Event, please first read our policy on substitutes in clause 3.5.

If you wish to proceed and cancel the Contract, you should provide us in writing of your intention to cancel. Any cancellation in accordance with this clause 9.3 will be subject to a discretionary cancellation charge of:

9.3.1 10% of the fee specified in clause 4.1 for any cancellation taking place more than 6 months prior to the Event, representing expenditure incurred prior to this date including administrative and management costs;

9.3.2 50% of the fee specified in clause 4.1 for any cancellation taking place between 3 and 6 months prior to the Event, representing expenditure incurred prior to this date including administrative, management and marketing costs; and

9.3.3 100% of the fee specified in clause 4.1 for any cancellation taking place less than 3 months prior to the Event, representing expenditure incurred prior to this date including administrative, management and marketing costs, and the difficulty or potential inability of replacing such delegates at short notice.

9.4 We may in our absolute discretion waive the applicable cancellation fee in clause 9.3 in circumstances such as where the Event lasts for two days and you attend for a minimum period of one day.

9.5 Subject to clause 9.4, we may in our absolute discretion offer to you the opportunity to transfer the booking to a separate event or summit. In such a case, we will confirm this to you in writing to which you must accept within 7 days of receipt. Any transferral under this clause 9.5 will be the subject of a separate contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so, the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, the other party is the subject of a bankruptcy petition or order, the other party's financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations

under the Contract has been placed in jeopardy or the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.

10.3 On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest.

11. CONFIDENTIALITY

11.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives of whichever kind (**Confidential Information**) and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its representatives, employees, agents or subcontractors (**Representatives**), and any other Confidential Information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain.

11.2 The Receiving Party shall only disclose such Confidential Information to its Representatives who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such Representatives comply with the obligations set out in this clause 11 as though they were a party to the Contract.

11.3 The Receiving Party may also disclose such of the Disclosing Party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.4 For the avoidance of doubt, information is not Confidential Information if it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party or its Representatives in breach of the Contract (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information), it was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, it was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not under any confidentiality obligation in respect of that information, it was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party, it is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party, or the parties to the Contract agree in writing that the information is not confidential.

12. FORCE MAJEURE

12.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents, subcontractors or representatives, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1:

13.2.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) arising under or in connection with the Contract even if such loss was reasonably foreseeable or we had been advised of the possibility of your incurring it;

13.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the price paid for the Services.

14. ASSIGNMENT

14.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

14.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.

15.2 A notice or other communication shall be deemed to have been received if delivered personally, when left at the address referred to in clause 15.1, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if sent by fax, one Business Day after transmission.

15.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. WAIVER

16.1 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be

deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in the Contract or in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18. THIRD PARTIES

18.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

19. VARIATION

19.1 Except as set out in these Conditions (as may be in force from time to time), no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by you. We reserve the right to update these Conditions as we see fit from time to time, with or without notice.

20. ENTIRE AGREEMENT

20.1 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the Contract.

21. DATA PROTECTION

21.1 Please note that we require a minimum amount of information from you in order to be able to provide the Services, which will be as specified in the booking form and the questionnaire which you will be required to complete in accordance with clause 3.7. For further information about what information we collect about you and attendees to our events, and how we handle your personal data, please contact us or visit our Privacy Policy, accessible here: www.gmstrats.com/privacy-policy.

22. GOVERNING LAW AND JURISDICTION

22.1 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

22.2 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or the Contract or its subject matter or formation (including non-contractual disputes or claims).