Carbon Capture Canada 2027
Booking Contract

1. Customer Details

Company Name: **(“Client”)**

Invoice Address:		**Primary Contact:**
		Position:
		Email:
		Tel:

2. Organiser and Event Details

Organiser: DMG Events (Canada) Inc **(“Organiser”)**

Event Name: Carbon Capture Canada 2027 **(“Event”)**

Event Date: 14/09/2027 - 16/09/2027

Venue Country: Canada

Venue Name: Edmonton Convention Centre

3. Product Details

Product	Category	Quantity/SQFT	Price	Total (“Fees”)
Indoor Space Only (100 - 999 sq ft)	Exhibitor Products		53.85	
10' x 10' Shell Booth	Exhibitor Products		57.65	
10' x 20' Shell Booth	Exhibitor Products		59.75	
Mandatory Exhibitor package: Profile at Connections Marketplace by Energy Connects www.energyconnects.com/connections (year-round online exposure, company profile includes details such as company name, logo, product listings, videos), Provision of Public Liability Protection.	Exhibition Other	1	709.00	709.00

Grand Total	CAD

Stand No.	

4. Payment Terms

Exhibitor, Sponsorship

30% of total fees due immediately upon signature of the contract by client
70% due 14th April 2027
100% of total fees due immediately if contract signed after 14th April 2027

Advertising, Delegates and Contra

100% of total Fees due immediately upon signature of the contract by client

This contract is made up of the following: (1) this Booking Contract and any appendices hereto; and (2) the Terms and Conditions attached to this Booking Contract.

Having read and agreed the terms of this contract (including the Terms and Conditions), we the Client hereby agrees to:

- purchase (or, in the case of any Products in the "Contra" category, provide) the Products listed in section 3; and
- pay the Fees set out in section 3 in accordance with the Payment Terms set out in section 4.

This Booking Contract must be signed by a Director or person authorized to purchase the Products on behalf of the Client.

By signing this Booking Contract, I acknowledge that I have read and agree on behalf of the Client the terms of this contract including, for the avoidance of doubt, the attached Terms and Conditions

Full Name of Signatory:		Your PO Number:
Position:		Date:
Signature		

DMG Events – Physical and Hybrid Event Terms and Conditions

1 Definitions

In these T&C:

The following terms have the meaning set out in the Booking Contract: **Client, Event**, **Exhibitor Products**, **Fees**, **Organiser** (if not otherwise stated, this shall be DMG Events (Canada) Inc.) and **Sponsorship Products**. **Parties** are Organiser and Client.

Additional Terms means any user, technical or operational information or guidelines relating to the Event and/or the Venue and/or the Event Platform notified by the Organiser to the Client in writing (including by email), including without limitation any rules and procedures relating to health and safety, security and general use of the Venue and any Event Platform rules and procedures relating to advertising, acceptable use and content guidelines, anti-harassment policies, contribution and messaging policies, security and general use of the Event Platform.

Affiliate means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Applicable Laws means all laws or regulations applicable in the country or countries of performance of these T&C (including any applicable international trade, economic or financial sanctions laws) and any other requirements of any relevant government or governmental or regulatory agency.

Booking Contract means the booking contract for the provision of exhibitor products, sponsorship products and/or advertising, as applicable, at (or in relation to) the Event and any appendices to the Booking Contract.

Event Platform means the event website, event app or other platform or media channel designated to hosting or publishing any aspects of the Event.

Exhibits means any articles, items or materials (whether in physical or digital form) exhibited, displayed or made available at the Event by the Client including any exhibition stand and if a Client Occupier (defined in Appendix C) is using the Space (defined below), their exhibits.

Force Majeure Event means any circumstance beyond the Parties' reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, the outbreak of an epidemic or pandemic (and any measures adopted by municipal, provincial or federal governments, legislatures, public health or other competent authorities that are designed to limit the extent or impact of such 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, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, interruption or failure of a utility or major technical outage or transportation service, lack of commodities or supplies, vendor or software failure or systems outage, speaker or participant cancellation or withdrawal, or any other event which causes the whole or a substantial part of the Venue to be closed to the public or which otherwise adversely impacts the Event, including (without limitation) by making it impossible or unlawful to host the Event at the Venue and / or on the planned date.

Media Partner means a Client which has agreed to provide Advertising Content to the Organiser in the Booking Contract by selecting any Product in the Category named "Contra", as indicated in the table in section 3 (*Product details and Fees*) of the Booking Contract.

T&C means the Booking Contract, these terms and conditions and, to the extent applicable, the Media Partner Terms, the Virtual Terms and the Client Occupier Terms (defined in Clauses 5 and 7).

Venue means the exhibition hall or area in which the Event shall take place.

2 These T&C

2.1 Our events, whether physical or virtual are directed at business professionals and are not directed at individuals, consumers or children. **By entering into these T&C you warrant and represent that you are a business professional and have authority and power to legally bind the Client to these T&C.**

2.2 These T&C set out the terms on which the Client agrees to exhibit at, sponsor, or provide Advertising Content in respect of, the Event. If any element of the Event is made available virtually to remote delegates additional terms shall also apply as set out in Clause 5. These T&C shall come into force on the day the Organiser receives a copy of the Booking Contract which has been signed by the Client or when an appropriate electronic signature is applied in respect of the Client through such electronic signatures application as is adopted by the Organiser from time to time (the **Effective Date**) and shall, unless terminated earlier in accordance with these T&C, expire 30 days after the later of: (a) completion of the Event; (b) if applicable, the end of the Dismantling Period (as defined in Clause 4.7); (c) if applicable, the date on which content and materials relating to the Event are no longer accessible by the Client on the Event Platform; or (d) if applicable, the date the Media Partner has delivered any post-Event Advertising Content to the Organiser (the **Term**). For the avoidance of doubt, the Organiser may in its sole discretion accept or reject any Booking Contract submitted to it by the Client. If the Organiser rejects the Booking Contract, it will refund to the Client any Fees paid by the Client and these T&C shall terminate automatically. Any additional terms and conditions provided to the Organiser by the Client and not agreed by the Parties in the Booking Contract shall not have legal effect and shall be deemed withdrawn by the Client upon entry into these T&C. For clarity, obligations in respect of Event delegates are set out in the separate Delegate T&C.

3 General

3.1 The Client shall not, and shall ensure that its representatives shall not, cause any physical damage to the Venue, the Space (if applicable) or any property of the Organiser or any other sponsor or exhibitor. The Client is responsible for the cost of making good any such physical damage, whether caused by itself or third parties engaged on its behalf.

3.2 The Parties shall comply with Applicable Laws including, for the avoidance of doubt, all applicable data privacy and data protection laws or regulations.

3.3 The Client shall comply with any Additional Terms (together with all instructions from time to time from the Organiser, Venue management or security personnel or from the Event Platform operator or administrator during the operation of the Event).

3.4 The Parties shall only use the other Party's representatives' (including any Client speaker's) personal data in accordance with their respective privacy policy. The Parties will each ensure that each of its representatives has read this privacy policy. The Organiser's policy is available at www.dmgevents.com/privacy-policy/.

3.5 The Parties acknowledge that the terms of the Organiser's license to use the Venue may only permit the Organiser to photograph, video or take audio recordings of the Event and, if applicable, the Event Platform.

3.6 By attending the Event, the Client and all representatives and guests of the Client consent to their photographic and video image to be captured by the Organiser for promotional and advertising purposes. Further, the Client and all representatives and guests of the Client acknowledge and accept that the capturing and use of such images does not in any way infringe or impair their privacy or right to privacy.

4 Exhibitors

4.1 This Clause 4 applies only if the Organiser has agreed to provide Exhibitor Products to the Client in the Booking Contract.

4.2 The Organiser shall provide the Client with the Exhibitor Products in accordance with the terms of the Booking Contract. Such provision shall be to a standard of reasonable skill and care and in accordance with Applicable Laws.

4.3 The Organiser shall, in its sole discretion, allocate space at the Venue between exhibitors (**Space**). Subject always to the Client's compliance with these T&C, the Organiser grants the Client a licence to occupy the Space (or an equivalent right to occupy Space under any Applicable Law) solely to the extent necessary to display the Exhibits in order to promote the Client's business (or the business of any Client Occupier approved pursuant to paragraph 3 of the Client Occupier Terms in Appendix C) for the duration of the Term.

4.4 The Organiser reserves the right to make alterations to the lay-out or floor plan of the Event and the position of the Space in the Venue at any time prior to or (acting reasonably) during the Event. Equipment may not extend into the aisles, over the aisles, or across other exhibitor space and any heights and depths specified by the Organiser must be observed. The Client shall ensure that all Space and Exhibits are in keeping with the general character of the Event. If any Exhibit (including, for the avoidance of doubt, any audio and visual content) is determined by the Organiser (acting reasonably) to be offensive or inappropriate or to not comply with Applicable Laws, the Client must promptly cease use of such Exhibit.

4.5 The Client shall ensure that the Space is staffed by competent, and appropriately trained and vetted, representatives of the Client during the opening hours of the Event, and that such representatives shall conduct the Client's business from the Space only, and not from any other area in the Venue. Organiser reserves the right (acting reasonably) to refuse admission to, or to eject from, the Event (whether physical or virtual) any Client attendee who in the Organiser's reasonable opinion places the Client in breach of these T&C, damages property or who represents a security risk, nuisance or annoyance to the running of the Event.

4.6 Allocation of the Space by the Organiser shall not imply that the Organiser accepts or endorses the proposed Exhibits. The Organiser may, at the expense of the Client, alter, exclude and/or require to be removed any Exhibit, if it is necessary to do so in the interests of the Event or to comply with Applicable Laws.

4.7 The Client shall install at its sole cost any Exhibits during the period for the installation of Exhibits at the Venue, as notified by the Organiser to the Client and remove such Exhibits during the period for removal of all Exhibits from the Venue, as notified by the Organiser to the Client (the **Dismantling Period**).

4.8 To the maximum extent permitted by Applicable Laws, all Exhibits shall be at the sole risk of the Client and the Organiser assumes no responsibility for any loss or damage thereto.

5 Virtual Terms

If any part of the Event is to be held virtually, the Parties agree to comply with the additional terms set out in Appendix A (the **Virtual Terms**).

6 Sponsorship Products

If the Organiser has agreed to provide Sponsorship Products to the Client in the Booking Contract, the Organiser shall provide the Client with the Sponsorship Products in accordance with the terms of the Booking Contract. Such provision shall be to a standard of reasonable skill and care and in accordance with Applicable Laws.

7 Media Partner Terms and Client Occupier Terms

7.1 If the Client is a Media Partner, the Parties agree to comply with the terms of Appendix B (**Media Partner Terms**).

7.2 If the Client wishes to request the use of Space by a Client Occupier (defined in Appendix C), the Parties agree to comply with the terms of Appendix C (**Client Occupier Terms**).

8 Intellectual property rights

8.1 The Parties acknowledge that, as between them:

(a) each Party owns all intellectual property rights owned or created by that Party (or on a Party's behalf):

(i) prior to the Effective Date; or

(ii) during the Term, independently from the performance of that Party's obligations or exercise of its rights under these T&C,

(**Background IPR**), and neither Party shall have any rights in respect of the other's Background IPR other than those granted pursuant to Clauses 8.4 and 8.5. For clarity, as between the Parties: (i) all intellectual property rights in Media Partner Brands (as defined in paragraph 4 of the Media Partner Terms) shall be Client's Background IPR; and (ii) if applicable, all intellectual property rights in the Event Platform shall be deemed to be Organiser Background IPR; and

(b) the Organiser owns:

(i) all intellectual property rights in Advertising Content and Organiser Content (as defined in paragraph 7 of the Media Partner Terms) save in respect of any Client Background IPR incorporated therein; and

(ii) any other intellectual property rights generated or developed by the Organiser, or by a third party on the Organiser's behalf, in connection with the Event or otherwise pursuant to these T&C (including all recordings and broadcasts made in respect of the Event, including of speakers and presentations), but excluding Client Event Content (defined below),

(the **Organiser's New IPR**); and

(c) the Client owns:

(i) any material, information, data or content (in each case, whether digital or hard copy), including any presentation deck, technical papers, photograph, video or audio recording, generated or produced by or on behalf of the Client and provided or made available to the Organiser by the Client for use in respect of the Event (other than Advertising Content) (**Client Event Content**); and

(ii) any other intellectual property rights generated or developed by the Client, or by a third party on the Client's behalf, in connection with the Event or otherwise pursuant to these T&C, which are not Organiser's New IPR.

8.2 Each Party hereby assigns to the other (or on request, to the relevant rights holder) with full title guarantee all legal and beneficial title and interest that Party has or may have in or relation to any intellectual property rights expressed to be owned by the other Party in accordance with Clause 8.1 from the date of its creation.

8.3 To the extent that the Organiser owns the relevant intellectual property rights, the Organiser hereby grants to the Client for the Term a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free licence to: (a) subject to sub-clause (b), use the Organiser's Background IPR and the Organiser's New IPR solely to the extent necessary for the Client to participate in the Event as contemplated by these T&C; and (c) to use intellectual property rights owned by the Organiser in Advertising Content and Organiser Content solely for the purposes permitted under (and subject to) the Media Partner Terms, subject to any branding guidelines and instructions notified by the Organiser to the Client.

8.4 The Client hereby grants (or shall procure the grant) to the Organiser:

(a) an irrevocable, non-exclusive, freely-transferable, worldwide and royalty-free licence (with the right to freely sub-license) to use, copy, distribute, disclose to third parties, reproduce, adapt, translate or modify all intellectual property rights in the Client Event Content for any advertising, marketing or promotional materials relating to the Event or any other events held by the Organiser or its Affiliates or on the Event Platform operated by the Organiser or its Affiliates. This licence shall survive termination of these T&C and the Client shall ensure that all moral rights in any Client Event Content are not asserted; and

(b) for the Term a non-exclusive, non-transferable, worldwide and royalty-free licence (without the right to sub-license, other than to its subcontractors or Affiliates) to use Media Partner Brands and Media Partner Content solely for the purposes permitted under (and subject to) the Media Partner Terms.

8.5 The Client warrants that the Client Event Content will not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, data protection law or the *Security of Information Act* (Canada) or other legislation relating to national security, or be inappropriate, obscene, defamatory or otherwise unlawful.

9 Confidentiality

Each Party undertakes that it shall not, at any time during the Term and for a period of three (3) years thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (including, for the avoidance of doubt, these T&C) (**Confidential Information**) for any other purpose other than to exercise its rights and perform its obligations under or in connection with these T&C. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these T&C, provided that the disclosing Party ensures that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 9;

(b) to its Affiliates if the disclosing Party is the Organiser, provided that the Organiser ensures that any such Affiliate complies with this Clause 9; and

(c) as may be required by Applicable Laws.

10 Fees and payment

10.1 The Client shall pay the Fees on the terms specified in the Booking Contract. All Fees are exclusive of applicable taxes (e.g. GST/HST/PST or other applicable sales taxes) and the Client shall pay a sum equal to the amount of such sales or equivalent tax chargeable, in addition to the Fees.

10.2 The Client shall make all payments of the Fees to the Organiser without any deduction or withholding for or on account of tax (a **Tax Deduction**), unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made by the Client, the amount of Fees due from the Client shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the Fees which would have been due if no Tax Deduction had been required.

10.3 In the event that Client does not pay any part of the Fees by the relevant due date specified in the Booking Contract, the Organiser may (without prejudice to any other rights the Organiser may have):

(a) charge the Client interest on any amounts which are due and unpaid, at a rate per year of 2% above the then current Royal Bank of Canada's prime rate, calculated daily from the due date until the date of payment;

(b) refuse to provide any Exhibitor Products or Sponsorship Products; or

(c) prohibit the Client from displaying any Exhibits and/or occupying the Space and/or block the Client from using the Event Platform; and/or

(d) use the Event Platform or Space in such a way as the Organiser deems fit.

11 Changes to the Event

The Organiser reserves the right, in its sole discretion, to change the Venue, format, content or timing of the Event programme, the virtual location or hosting medium of the Event or Event Platform or the identity of any speakers or exhibitors for any reason and without liability to the Client, provided that the Event, as altered, is similar to the Event as originally advertised. For the avoidance of doubt, in these circumstances, the Fees shall remain payable in full to the extent not already paid, and the Organiser shall not be required to refund the Client for any proportion of the Fees or otherwise be held liable for any other costs or expenses incurred by the Client in connection with the Event.

12 Cancellation by the Client

In the event that the Client wishes to cancel its participation in the Event, the Client shall give the Organiser prior written notice of the same (**Client Cancellation Notice**). Depending on the date of receipt of the Client Cancellation Notice, and provided the Client has not already paid the relevant Fees pursuant to Clause 10, the Client shall pay to the Organiser a cancellation charge equal to the amount of Fees due and payable by the Client as at the date of receipt of the Client Cancellation Notice (and for the avoidance of doubt any amounts paid prior to such date, such as any deposit or pre-paid charges, shall not be refundable).

13 Cancellation or postponement by the Organiser

13.1 The Organiser reserves the right to postpone or cancel the Event pursuant to Clause 13.2 below at any time and for any reason during the Term and will provide the Client with notice of any such postponement or cancellation in writing (including by email) as soon as is reasonably practicable in advance of the Event.

13.2 If the Organiser:

(a) postpones the Event and the Client can no longer attend the postponed Event (and Client shall respond to the Organiser as soon as reasonably practicable following receipt of such postponement notice), the Organiser shall issue the Client with a credit note to the value of all Fees paid by the Client to the Organiser; or

(b) cancels the Event, the Organiser shall issue the Client with a full refund of all Fees paid by the Client to the Organiser.

The Client acknowledges that the remedies described this Clause 13.2 are the Client's exclusive remedies in the event of postponement or cancellation by the Organiser, and (to the maximum extent permitted by Applicable Laws) in no event shall the Organiser be liable for any loss, delay, damage or other liability incurred by the Client in connection with the Organiser's postponement or cancellation of the Event, howsoever arising, including but not limited to the Client's accommodation and travel costs.

14 Force Majeure Events

14.1 Neither the Client nor the Organiser ("affected party") shall be in breach of these T&C nor liable for any delay in performing, or failure to perform, any of its obligations under these T&C if such delay or failure results from a Force Majeure Event. In such circumstances, the affected party shall use its reasonable endeavours to notify the other of the relevant circumstances and likely duration and consequences of the Force Majeure Event as soon as reasonably practicable. Without prejudice to Clause 14.2 the time for performance by the affected party of these T&C shall be extended by a period equivalent to the period during which performance of the affected party's obligation has been delayed or failed to be performed.

14.2 If a Force Majeure Event occurs (or in the Organiser's opinion, acting in good faith, is likely to occur) and results (or is likely to result) in the Event being unable to take place as contemplated by these T&C, the Organiser may, in its sole discretion:

(a) change the timing, date, Venue, virtual location or hosting medium of the Event or the Event Platform, provided that the Event, as altered, is similar to the Event as originally advertised. For the avoidance of doubt, if the Organiser exercises its right to change the Event pursuant to this Clause 14.2(a), this shall not entitle the Client to cancel its participation in the Event, or make any claim for refunds or otherwise against the Organiser; or

(b) cancel the Event, in which case the Organiser shall issue the Client with a full refund, or a credit note to the value of, all Fees paid by the Client to the Organiser. The Client acknowledges that refund or a credit note in respect of all Fees paid by the Client is the Client's exclusive remedy if the Organiser cancels pursuant to this Clause 14.2(b).

15 Indemnity

15.1 The Client indemnifies the Organiser and each of its Affiliates against all liabilities, costs, expenses, damages and losses, whatsoever and howsoever arising, whether in contract, tort or otherwise, directly or indirectly, suffered or incurred by the Organiser or any of its Affiliates in connection with any breach of Clause 3.1 (General).

15.2 Each Party indemnifies the other Party ("indemnified party") against all liabilities, costs, expenses, damages and losses, whatsoever and howsoever arising, whether in contract, tort or otherwise, directly or indirectly, suffered or incurred by the indemnified party or any of its Affiliates in connection with any claim made by a third party against the indemnified party or any of its Affiliates for actual or alleged infringement of a third party's intellectual property rights (including, for clarity, any rights in know-how) arising out of or in connection with these T&C (save to the extent caused by a breach of these T&C by the indemnified party).

16 Limitation of liability

16.1 Subject to Clause 16.2:

(a) the Organiser's total, aggregate liability whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise under or in connection with these T&C shall be limited to 100% of the Fees paid by the Client; and

(b) the Client's total, aggregate liability whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise under or in connection with these T&C shall be limited to CAD $2,000,000.

16.2 Notwithstanding any provision to the contrary, nothing in these T&C shall exclude or limit the liability of either Party for death or personal injury caused by either Party's negligence or for fraud or for any liability that may not be limited or excluded by Applicable Laws.

16.3 The Organiser shall not be liable to the Client for any: (i) loss of profits, loss of sales or business, loss of agreements or contracts or loss of anticipated savings (whether directly or indirectly arising); (ii) loss of or damage to goodwill or reputation (whether directly or indirectly arising); or (iii) any indirect or consequential loss.

16.4 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by Applicable Laws, excluded from these T&C. In particular Organiser gives no warranty, representation or other assurance in relation to: (a) the presence or location of any exhibitor, sponsor or attendee, (b) the number or mix of exhibitors, sponsors or attendees, and/or (c) the results or benefits (commercial or otherwise) that may be associated with being an exhibitor, sponsor, media partner or attendee in respect of the Event.

16.5 If any part of the Event is to be held virtually and notwithstanding any other provision in these T&C, to the maximum extent permitted by Applicable Laws, the Organiser shall not be liable for: (a) any loss or damage due to temporary unavailability of the Event Platform as per paragraph 10 of the Virtual Terms; (b) any loss or damage caused by any content on the Event Platform (including content available to download or from third party links); (c) libellous or unlawful postings made on the Event Platform; or (d) any postings on the Event Platform which infringe the intellectual property rights of others.

17 Insurance

17.1 The Organiser has, via its insurance broker, Marsh Limited, arranged cover (subject to the Exclusions, Deductions and Limit of Indemnity, as defined in Appendix D) for the benefit of the Client. Upon settlement of all Fees due hereunder, and subject to the conditions set out in Appendix D, the Client will benefit from the Organiser's policy. There are no additional premiums due from the Client in respect of this policy.

17.2 The Client shall arrange and maintain its own insurance against all relevant risks and in respect of each and all of its obligations under these T&C for the duration of the Term, save as otherwise provided for in Appendix D. The Client shall promptly produce, upon the Organiser's request, evidence of the insurance cover required by this Clause 17 (save that the Client shall not be required to provide evidence of the insurance cover assumed under the Organiser Insurance Policy).

17.3 The Parties agree to comply with the terms of Appendix D where the Client is allocated Space at the Venue (an "**Exhibitor**").

18 Termination of these T&C

18.1 Without prejudice to its other rights and remedies under these T&C, the Organiser may immediately terminate these T&C by issuing written notice to the Client if:

(a) the Client commits a material breach of any of its obligations under these T&C (including failure to pay any part of the Fees in accordance with Clause 10) and has not remedied such breach (if capable of remedy) within seven (7) days of being required to do so by written notice;

(b) the Client or any other person takes a step with a view to: (i) the Client entering into a voluntary liquidation (other than a members' voluntary winding up for the purposes of a reconstruction of its affairs), presentation of a winding up petition, or dissolution; (ii) the appointment of an administrator, monitor, receiver, manager or administrative receiver or other encumbrancer over the Client, or the enforcement of any security over, the whole or any part of its assets or property of the Client, (iii) the Client proposing or entering a scheme, restructuring plan, reconstruction and arrangement, composition or other arrangement for the benefit of its creditors or a class of creditors; or (iv) the commencement of any procedure analogous to any of the above in any jurisdiction with respect to the Client;

(c) the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to perform any of its obligations under these T&C is in jeopardy; or

(d) the Client conducts itself in such a way so as to (in the reasonable opinion of the Organiser) bring the Organiser, any Affiliate of the Organiser or the Event into disrepute.

18.2 For the avoidance of doubt, these T&C shall automatically terminate in the event of cancellation by the Organiser pursuant to Clause 13 or Clause 14.2(b).

18.3 Upon termination of these T&C for any reason, the Client shall: (a) pay all outstanding Fees without deduction or set-off, except where these T&C were terminated pursuant to Clause 13 or Clause 14.2(b); (b) remove all its property and content (including any Exhibits) from the Venue and / or the Event Platform immediately, failing which such property and content may be removed by the Organiser at the Client's expense; and (c) immediately cease using the Organiser's Background IPR and the Organiser's New IPR.

18.4 The following Clauses shall survive termination of these T&C: Clauses 8.4(a) (*Intellectual property rights*); Clause 9 (*Confidentiality*); Clause 15 (*Indemnity*); Clause 16 (*Limitation of liability*); and Clause 19.11 (*Governing law and jurisdiction*).

19 General

19.1 Neither Party shall be or be deemed to be an agent of the other Party. Neither Party shall hold itself out as having authority or power to bind the other Party in any way.

19.2 Either Party may publicly announce or otherwise inform third parties of the Client's attendance at the Event without the other Party's prior written consent.

19.3 These T&C constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.4 If there is a conflict between the terms of any of the documents that form part of these T&C, the documents shall have the following order of precedence: (a) the Booking Contract, (b) these Event Terms and Conditions; (c) the Media Partner Terms and the Virtual Terms (to the extent applicable); and (d) any Additional Terms.

19.5 If any provision or part-provision of these T&C is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&C.

19.6 The Client shall not assign or sub-contract any rights under these T&C or sublet the Space or permit the Event Platform or Space to be used by any other person or company without the prior written consent of the Organiser.

19.7 No person other than a Party to these T&C may enforce these T&C, except where a right is expressed to be in favour of an Affiliate of the Organiser.

19.8 Nothing in these T&C shall constitute or be construed as constituting a partnership or joint venture between the Organiser and the Client nor shall authorise either Party to enter into contractual relationships or incur obligations on behalf of the other Party.

19.9 Timing of notices: (a) notices sent by post shall be effective on the earlier of: (i) actual receipt; and (ii) five (5) business days from mailing within Canada; (b) notices sent by email shall be effective upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server provided the sender has not received any undeliverable message; and (c) notices delivered by hand shall be effective on delivery.

19.10 Each Party shall at all times comply, and shall ensure that its personnel comply, with respect to the performance of these T&C, with all applicable laws and regulations concerning bribery and corruption. Either Party may terminate these T&C with immediate effect (or on such later date as determined by such Party) by written notice to the other Party if the other Party commits any breach of this clause or if the first Party reasonably considers that the other Party has committed any breach of this clause.

19.11 These T&C and any dispute arising from or in relation thereto shall be governed by, and shall be construed and interpreted in accordance with, the laws applicable in the Province of Alberta and the federal laws of Canada applicable in such province, excluding the choice of law rules of such province and the Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta located in Calgary, Alberta.

Appendix A – Virtual Terms

Space on the Event Platform

1 The Organiser shall, in its sole discretion, allocate space and content on the Event Platform between exhibitors and sponsors (**Space**), which shall also be deemed to be **Space** for the purpose of these T&C. Subject always to the Client's compliance with these T&C, the Organiser grants the Client a non-exclusive right to exhibit and promote the Client's business using the Space on the Event Platform for the duration of the Term.

2 The Organiser reserves the right to make alterations to the Event Platform including to the position, prominence and lay-out of any Client content, materials or advertising without notice in the Space, in its sole discretion and at any time prior to or during the Event.

Appendix B– Media Partner Terms

Generation of Advertising Content

1 Unless otherwise agreed in writing, Media Partner must provide copies of all Advertising Content (together with proposed channels and usage) seven (7) days in advance of publication for prior written approval by the Organiser. **Advertising Content** shall be all material and content generated or produced by or on behalf of the Media Partner for its promotion of the Event, including all content referenced as such in the Booking Contract or otherwise agreed by the Parties to be produced by the Media Partner for such purposes, but excluding Client Event Content.

2 Save in relation to post-Event editorial (if applicable) all Advertising Content must be published prior to the start date of the Event for pre-Event exposure, unless otherwise agreed in writing.

3 Prior to Media Partner sending any Advertising Content by email, Media Partner must first send a test copy of the email to the Organiser for written approval by the Organiser (including by email) and the Organiser shall have the right to make any amendments that it, acting reasonably, considers necessary. The Organiser's marketing contact must also be copied into the distribution list of all Advertising Content sent by email.

Organiser use of Media Partner Brands

4 Media Partner will provide to the Organiser trade marks and logos in both EPS and JPEG format in high definition (**Media Partner Brands**, and all materials relating to the Media Partner Brands provided to Organiser being the **Media Partner Content**) within seven (7) days of the Effective Date.

5 During the Term, Media Partner hereby grants the Organiser a non-exclusive, royalty free licence to use all intellectual property rights in the Media Partner Brands and Media Partner Content on its website and in the promotion of the Event subject to any instructions or brand guidelines as may be reasonably notified to the Organiser by Media Partner (**Event Advertising**). All such Event Advertising will be at the Organiser's sole discretion and subject to receipt of the Media Partner Content from Media Partner in accordance with paragraph 4 above. The Organiser acknowledges that nothing in these T&C shall confer on the Organiser any right of ownership in the Media Partner Brands or the Media Partner Content.

6 Media Partner warrants that it owns or is licensed to use all Media Partner Brands and Media Partner Content for the purposes of these T&C and that the Media Partner Brands and Media Partner Content shall not infringe the intellectual property rights of any third party, be defamatory, indecent or otherwise unlawful.

Media Partner use of Organiser materials

7 During the Term, the Organiser hereby grants Media Partner a non-exclusive, royalty free licence to use any content or material supplied by the Organiser to Media Partner including any Organiser trade marks or logos (**Organiser Content**) solely for incorporation within the Advertising Content for the uses approved by Organiser pursuant to paragraph 3 above and subject to any other instructions or brand guidelines as may be reasonably notified to Media Partner by the Organiser. Media Partner acknowledges that nothing in these T&C shall confer on Media Partner any right of ownership in the Organiser Content or rights to use Organiser Content other than as set out above.

Other matters

8 Press passes issued by the Organiser for the Event are for the registered representative only and are not transferable. Press passes will only be issued to those who have valid press/media accreditation and all press passes are issued in accordance with the terms and conditions for the press passes issued by the Organiser from time to time. Representatives will be required to present valid accreditation onsite.

9 Press pass registration forms must be received by the Organiser at least seven (7) days prior to the Event.

10 The Organiser retains the right to limit or ban the access of press to the Event and/or any individual sessions at the Event.

11 In any editorial, Media Partner is required to name the Event as the information source, accredit the Organiser as the event organiser, and send a copy of any article(s) to the Organiser within fourteen (14) days of publication.

Appendix C - Client Occupier Terms

Other Use of Event Space

1 The Client may request that another corporate, exhibitor or sponsor occupies part or all of the Space (or shares the Client's use of the Space) on the Client's behalf (each a **Client Occupier**) in accordance with paragraph 3 below.

2 The Client shall notify the Organiser of each proposed Client Occupier in writing (including by email), such notice to be sent to the Organiser contact details specified on the Booking Contract at least thirty (30) days in advance of the first day of the Event by providing the company name, company number, registered office address and country of incorporation of each proposed Client Occupier.

3 The Organiser may in its sole discretion accept or reject any proposed Client Occupier for any reason, including after the Effective Date (which may be due to the outcome of any sanctions screening or such other checks which the Organiser may undertake in respect of the proposed Client Occupier). The Organiser shall notify the Client of its acceptance or rejection of each Client Occupier request in writing (including by email) as soon as is reasonably practicable in advance of the Event.

4 If the Organiser accepts the Client Occupier pursuant to paragraph 3 above, subject always to the Client's compliance with these T&C, the Organiser grants the Client a right to sub-license (or share its use of) the Space or any part of it to such Client Occupier, provided that:

(a) the Client procures that the Client Occupier is made aware of and complies with these T&C; and

(b) any obligation expressed to be owed by the Client under these T&C shall apply to each Client Occupier as if it was the Client. For the avoidance of doubt, the Client shall be wholly liable at all times for any breach of these T&C by a Client Occupier, and any other acts or omissions of a Client Occupier in connection with the Event.

5 The Organiser reserves the right, in its sole discretion, to require that any Client Occupier enter into a separate contractual arrangement with the Organiser in respect of the Client Occupier's use of Space in respect of the Event, including as a pre-condition to its acceptance of a Client Occupier pursuant to paragraph 3 above.

Appendix D – Insurance

Exhibitors should read the following Appendix D in full, including all hyperlinked terms incorporated by reference into these T&C that form part of this Appendix D.

Where the Client is an Exhibitor, the Parties agree to comply with Clauses 17.4 to 17.8 in full of this Appendix D where the Organiser's insurance broker Marsh Limited ("**Marsh**") has agreed to provide insurance cover (subject to the Exclusions, Deductions and Limit of Indemnity, as defined below) to the Organiser for certain heads of the Exhibitor's loss resulting from the Exhibitor attending an Event arranged and/or organised by the Organiser in accordance with Clause 4 of the T&C, subject to the provisions of this Appendix D (including any provisions incorporated herein by reference (such as the claims procedure, Exclusions, Deductions and Limit of Indemnity). Notwithstanding Clauses 19.1 and 19.5, in the event of any conflict between this Appendix D and the T&C, this Appendix shall prevail to the extent of that conflict.

17.4 Subject to: (i) any applicable specific and general exclusions (the "**Exclusions**"), (ii) any applicable deduction by Marsh ("**Deduction**"), (iii) any limit per claim ("**Limit of Indemnity**") ((i), (ii) and (iii) as detailed at https://policy.dmgevents.com/exhibitor_pl_protection_claims_procedure, as amended and updated from time to time, (iv) the payment of all relevant Fees set out in the Booking Contract, (v) the Exhibitor complying with all terms of this Appendix D (including any provisions incorporated herein by reference), and (vi) the Exhibitor notifying the Organiser of any claim within one year after the loss occurs, the Organiser will procure that the Exhibitor has the benefit of insurance cover pursuant to a policy in place through Marsh (the "**Organiser Insurance Policy"**) to reimburse the Exhibitor for the following claims:

(a) **Third party liability**: in participating at the Event, for any legal liability relating to damage or loss to third party property, or personal injury, occurring at the Venue during the period of the Event (including during the installation of exhibits and the Dismantling Period. Notwithstanding Clause 16.1 (Limitation of liability), for all sums which the Exhibitor shall become liable to pay as damages in respect of third-party claims made against the Exhibitor in respect of a risk described in this paragraph 17.4(a) (up to an aggregate total of $2,000,000 (which, to the maximum extent permitted by law, shall be a total limit any one occurrence, including any legal costs and disbursements, and shall not be a per claim limit)). For the avoidance of doubt, any claim for which the Organiser is reimbursing the Exhibitor under this Appendix D shall be without prejudice to Clause 15 of the T&C.

(b) **Physical loss of personal property**: for the amount of the reasonable replacement value (such value deducting anything for age, wear and tear) of all personal property owned, leased, rented by, or loaned to the Exhibitor while in transit directly to or from the Event, or while in use at the Event resulting from direct physical loss or damage occurring during the period for which the Organiser Insurance Policy is valid (up to USD$20,000 in respect of each and every claim).

(c) **Physical loss of money:** for amounts resulting from direct physical loss of money, receipts paid in cash, bank notes, cheques and other negotiable instruments used at the Venue for registration or tickets for activities directly associated with the Event at the Venue and while directly being taken to a bank in the vicinity of the Venue subject to such loss occurring during the period of the Event (up to USD$20,000 in respect of each and every loss).

17.5 Upon request by the Client, the Organiser shall use reasonable endeavours to procure that Marsh will provide the Exhibitor with a summary of the Organiser Insurance Policy setting out how Marsh meets the liabilities assumed by the Organiser under the obligations set out in this Appendix D (and for the avoidance of any doubt, the Exhibitor agrees Marsh is an "advisor" for the purposes of Clause 9 (a) (Confidentiality)).

17.6 Where the Exhibitor has a right to make a claim in respect of any loss or liability from the Organiser under other provisions of the T&C, as well as pursuant to this Appendix, such liability shall first be claimed pursuant to this Appendix.

17.7 The parties shall progress any claim in respect of which this Appendix D applies in accordance with the claims procedure described at https://policy.dmgevents.com/exhibitor_pl_protection_claims_procedure, and provided that Exhibitor complies at all times with the provisions of this Appendix D, including such claims procedure. To the extent the relevant insurer accepts a claim and places the Organiser in monies, where a payment is made to the Organiser in respect of any such claim, the Organiser shall notify the Exhibitor of the same and as soon as reasonably practicable thereafter pay such monies into the relevant bank account nominated by the Exhibitor (and such reimbursement obligation shall be the sole obligation of the Organiser to the Exhibitor in respect of such payment).

17.8 The Exhibitor will use all reasonable endeavours during the period of the Event (including during the installation of exhibits and the Dismantling Period) to:

(a) Prevent accidents and injury to persons and property;

(b) maintain all premises, plant and equipment and everything else used in connection with its business and the business of the Organiser in a state of good and proper repair and in accordance with good industry practice;

(c) employ and bring along suitably skilled and experienced employees and contractors;

(d) act in accordance with all applicable Laws, statutory obligations and regulations;

(e) act immediately on any defect or danger becoming apparent, either forthwith make good or remedy any such defect or danger or take such additional precautions as the circumstances require to avoid or mitigate such defect or danger;

(f) take all reasonable precautions and use appropriate due diligence to prevent or minimise any loss or damage to the Organiser; and

(g) not make any fraudulent or dishonest claim or commit any other act or omission which could render the Organiser Insurance Policy void.

17.9 The Organiser may from time to time arrange cover: (a) through an alternative insurance broker (other than Marsh); or (b) through Marsh on amended terms which are not reflected in this Appendix D. In each of those cases, the Organiser may make any amendments to Clause 17 and this Appendix D which are reasonably necessary to reflect the relevant changes to the insurance broker or to the terms of cover, provided that such amendments do not materially reduce the protection granted to the Client under Clause 17 or this Appendix D.