

SCHEDULE A: TORONTO INTERNATIONAL BOAT SHOW EXHIBITOR TERMS & CONDITIONS

Schedule A and Schedule B together form the Terms & Conditions. In the event of a conflict between the terms of Schedule A and Schedule B, the terms of Schedule A shall govern.

1. ADMISSIBLE EXHIBITS

- a) Exhibitor agrees to display only marine, outdoor and cottage related products. For boats, the exhibitor agrees to display only new, unused products from the current and prior model-year. Some new, older model-year inventory may be considered and is subject to Organizer approval. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show. In the categories of power and sail boats the Toronto Boat Show permits each brand to be displayed in one exhibit space. Admissible exhibits (boats) may be amended at any time subject to the assessment of the market conditions. Any changes to model-year admissible boats will be communicated in the exhibitor newsletter.
- b) Canadian Boat Shows Inc. (CBSI) reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to them, any product, merchandise, signage, or display material other than that specified in this application.
- c) Exhibitor agrees that CBSI may remove any exhibits that it determines are of a disruptive, objectionable, or inappropriate nature.
- d) All Exhibitor Listing content shall be the responsibility of the Exhibitor and the Exhibitor assumes full and complete responsibility and liability for all content included, submitted, or published on the Listing Platform by the Exhibitor. If Exhibitor does not indicate a change to Company Name for show guide listing on their space application, then the listing will be the same as Company Name contracted. Exhibitors print show guide listing will include Company Name, Website and Booth #.
- e) Please refer to the shows' Display Guidelines for information on the installation, construction, and character of exhibits.

2. PAYMENT FOR SPACE

- a) Member rate applies only to space occupied by the member's own products.
- b) All Exhibitor accounts with CBSI must be paid in full, by cheque, cash, wire no later than 30 days in advance of opening day. This includes payments for space deposits and any other balance due to CBSI. Exhibitors who are not paid in full on all balances due to CBSI as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.
- c) Boating Ontario Members and NMMA Members must be in good standing by September 1st 2026.
- d) Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund.

3. EXHIBITOR CANCELLATIONS, CUTBACKS, and SPACE CHANGES

a) Should the Exhibitor wish to cancel this contract after a contract has been signed by CBSI, the Exhibitor must contact CBSI and notice of the cutback or cancellation must be confirmed by CBSI. A contract cancellation penalty representing all or a portion of the total contact price will be assessed according to the following formula:

25% contract penalty—91 days or more prior to the first day of move-in/set-up.

50% contract penalty—90 days or less prior to the first day of move-in/set-up.

75% contract penalty—60 days or less prior to the first day of move-in/set-up.

100% contract penalty—30 days or less prior to the first day of move-in/set-up.

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past CBSI Show or service or used as a deposit for future show space. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a cheque for this shortfall to CBSI once the cancellation or cutback has been confirmed.

b) For all Exhibitors requesting a space reduction, CBSI reserves the right to relocate the exhibit or reconfigure it as determined by CBSI. In the event that show space must be reallocated after contracts have been accepted and signed, CBSI has the right to relocate the Exhibitor's space.

4. PRIVACY

To deliver your exhibitor services, we share your contact details and booth information with our event venue and setup contractors. This is necessary to fulfill your contract. For details, see our Privacy Notice on <https://privacy.informa.com/>. If you wish to keep your email private notify niahm.conlan@informa.com

5. DISPLAY CHARACTERISTICS

- a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, CBSI will attempt to correct the situation once it is brought to our attention.
- b) Facility lighting may not illuminate all areas evenly and effectively. CBSI assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). CBSI assumes no responsibility for temperature levels at any time.

6. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by CBSI or, if no alternative is available, are required to forfeit their show participation rights.

7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

8. SALE OF MERCHANDISE

CBSI reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

9. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

a) Exhibitor releases and agrees to indemnify, defend, and hold harmless CBSI, its contractors and their respective directors, officers, employees, and agents, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any:

- (i) injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the show, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.
- (ii) allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that is not Canadian Anti-Spam Legislation ("CASL") compliant, including for any negligent acts, omissions, or willful misconduct leading to an allegation or finding of CASL non-compliance; and
- (iii) any allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that infringes any intellectual property rights of any third party.

b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Toronto International Boat Show, Canadian Boat Shows Inc., City of Toronto, Enercare Inc., Maple Leaf Sports & Entertainment Partnership, BPC Coliseum Inc., Ovations Ontario Food Services LP, Sypher & Associates Field Engineering Ltd. and their managers contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, CBSI or their respective employees or contractors.

c) The Digital Platform used for the Show uses industry standard technology. Notwithstanding the foregoing, fluctuations and interruptions in the availability, performance, stability, and reliability of the Platform may occur. CBSI cannot control these factors, nor the telecommunications networks, the Internet services and network elements provided by third parties. CBSI accepts no liability for the said aforementioned factors. Furthermore, CBSI accepts no responsibility for errors and defects in the hardware and software used for the Digital Platform, including third party hardware and software.

10. INSURANCE

a) CBSI shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of CBSI or any of its employees. Exhibitors are required to follow and use all of the security arrangements made by CBSI for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

i) Worker's compensation and employer's liability insurance covering its employees in the province in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that province's governing authorities.

ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$2,000,000 and endorsed with Canadian Boat Shows Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

iii) Exhibitors using owned, leased, rented, or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$2,000,000 endorsed with Canadian Boat Shows Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

- Such insurance shall cover any damage or injury to any and all persons attending, or property connected with the Event when such persons or property are located in the Premises and contracted Exhibitor Space.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to CBSI no later than January 5, 2027.

c) The Exhibitor understands that neither the Toronto International Boat Show, Canadian Boat Shows Inc., City of Toronto, Enercare Inc., Maple Leaf Sports & Entertainment Partnership, BPC Coliseum Inc., Ovations Ontario Food Services LP, Sypher & Associates Field Engineering Ltd., nor their respective directors, officers and employees (collectively the "indemnities") maintain insurance covering the

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Exhibitor's property and liability and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, servicemark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless CBSI and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

12. RULES AND REGULATIONS

- a) CBSI shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any applicable CBSI terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, provincial, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CBSI to terminate CBSI's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. CBSI's decision on all such matters shall be final.
- b) Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse CBSI's trademarks ["the CBSI Marks including Toronto International Boat Show, (TIBS)"] and other intellectual property. If, in the reasonable belief of CBSI, (i) Exhibitor's activities infringe any of the CBSI Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the CBSI Marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of CBSI with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from CBSI's boat show websites and to Exhibitor's website web searches using the CBSI Marks, CBSI reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. CBSI's decision on all such matters shall be final.
- c) No failure by CBSI to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that CBSI may have under this Agreement shall impair any right, power or remedy that CBSI may have under this Agreement.

Notable TIBS Rules & Regulations:

- 1) The Fire Marshall reserves the right to restrict exhibits within the first foot of space on sides adjacent to aisles. This may be required to accommodate Fire Marshall Regulations if requested by the facility and safety engineer. Therefore, bulk and booth exhibits must be planned with one foot of open space on all aisle sides.
- 2) All exhibitors with a fire hose cabinet located within their space are required to leave a minimum of 3' clearance in front of the cabinet for easy access. Fire extinguishers and pull stations must remain visible and accessible.
- 3) All exhibit areas are required to have floor covering (carpet, tile, plastic, etc.).
- 4) Fuel tanks should not contain more than one-half of the capacity. Where applicable, the positive connection to the battery must be disconnected.
- 5) Cash and carry retailing is limited to those exhibitors who have exhibit space in the designated retail areas, pending finalization of 2027 show layout with the exception of publications and logoed merchandise matching approved brands on display (i.e. boats, engines). This rule will be strictly enforced.
- 6) A sampling of non-marine products representing a company's other divisions may be approved by Organizer in advance. Non-marine products may not exceed 20% of the exhibit space unless approved by Organizer.
- 7) Box trailers are not permitted within exhibit spaces without written approval from Organizer prior to show opening. Approval may be granted subject to location, size, and use of trailer.
- 8) The Enercare Centre does not permit the operation of engines or display vehicles of any type inside the facility, unless permit approval has been received from the Enercare Centre.
- 9) All exhibitors intending to have a contest drawing in their display, involving the use of ballots must have them approved in writing by Organizer prior to show opening.
- 10) All exhibitors must comply with all health & safety protocols as put in place by the government of Ontario, Health Officials and CBSI., including the Occupational Health & Safety Act, governed by the Province of Ontario. On-site staff & contracted suppliers must always adhere to these regulations while on the property of the Enercare Centre. These regulations will be strictly enforced by both Organizer and the Ministry of Labour. Any fines, or costs incurred as a result of labour stoppage, will be at the sole expense of the exhibitor.
- 11) In the categories of power and sail boats the Toronto Boat Show permits each brand to be displayed in one exhibit space, unless pre-approved by Organizer to accommodate a specific circumstance.
- 12) Motorized Vehicles are not permitted in Boat Show exhibits without Organizer approval.
- 13) Enercare Centre requires exhibitors to adhere to all Collective Agreements in place between Exhibition Place and the Unions representing: Labour, Exhibit Construction, Material Handling & Cleaners, Audio Visual Production Technicians & Stagehands, Carpentry, Painting, Electrical, Parking Services and Plumbing & Mechanical. These agreements impact the way in which work needs to be done on site and union labour must be hired when work in your space involves these trades.

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- 14) Platforms more than 107 sq.ft. must adhere to the city of Toronto's permanent building code for temporary structures.
- 15) Boat Show Staff will receive and sign for advanced shipments but are not responsible for any misplaced or lost items.
- 16) Exhibitors print show guide listing will include Company Name, Website and Booth #. Exhibitors will have access to the TIBS digital platform for an expanded on-line listing.

NOTE: Please refer to the Exhibitor Kit for a full list of the show Rules and Regulations found online @ www.torontoboatshow.com

SCHEDULE B**1. Definitions**

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

- 1.1. **Advertising:** any promotional and/or advertising element of the Package set out in the Application Form (which may include, without limitation, both online/digital and offline/printed advertising and/or Client's sponsorship of, provision of content for and/or delivery of viewable and/or downloadable digital content such as whitepapers and digital events (for example, webinars and/or other content sessions));
- 1.2. **Application Form:** the cover page, purchase order, insertion order, or Application Form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept;
- 1.3. **Calendar Year:** a full twelve (12) month period beginning on January 1 and ending on December 31;
- 1.4. **Client:** the person, company, organization, association, or other entity set out in the Application Form that is purchasing the Package;
- 1.5. **Conditions:** these terms and conditions;
- 1.6. **Contract:** together, these Conditions and the Application Form;
- 1.7. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Event takes place, where any element of the Package is provided and/or where Organizer or Client is established (including, but not limited to, Canada's Anti-Spam Legislation and the Personal Information Protection and Electronic Documents Act);
- 1.8. **Deliverables:** any item, feature and/or output in the supply of the Advertising being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);
- 1.9. **Devices:** any visitor lead capture application or barcode scanner device;
- 1.10. **Directory:** any online product and/or services directory or other listing (whether exclusively featuring exhibitors, sponsors and attendees of the Event or otherwise and whether contained within the Platform or otherwise), which may include, without limitation, matchmaking functionality;
- 1.11. **Directory Content:** all content, materials and other information that is provided by Client and/or its Personnel (whether by uploading directly to a Directory or via any other means) for inclusion in a Directory;
- 1.12. **Event:** the exhibition, conference, show or other event organized by Organizer set out in the Application Form;
- 1.13. **Fees:** the fees payable by Client for the Package set out in the Application Form;
- 1.14. **Force Majeure Event:** any event or circumstance arising that is not within Organizer's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, Venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.15. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC, including, without limitation, each of their respective employees, officers, directors, agents and representatives, and the Organizer;
- 1.16. **Intellectual Property Rights:** trademarks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;
- 1.17. **Lead Insights:** an Informa-owned digital lead management platform, available online and/or via digital applications, that provides a centralized dashboard to track, analyse, and prioritize leads generated across events and digital campaigns.
- 1.18. **Manual:** any manual, service kit or guide provided to Client by Organizer in respect of the Event, as updated by Organizer from time to time;
- 1.19. **Marketing Services:** any marketing services element of the Sponsorship set out in the Application Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign, data authentication services, and data enhancement services);
- 1.20. **Materials:** all content, materials and other information that is provided by Client and/or its Personnel, or otherwise on Client's behalf (including, without limitation, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data);
- 1.21. **Online Area:** any virtual exhibition space and/or other online area within the Platform allocated to Client set out in the Application Form;
- 1.22. **Opening Date:** the first date on which the Event is scheduled to be open to members of the public;
- 1.23. **Organizer:** the Informa Group legal entity set out in the Application Form that is providing the Package;
- 1.24. **Owners:** the owners, management and/or operators of the Venue;
- 1.25. **Package:** the Space and/or Sponsorship and/or Advertising and/or Directory and/or Devices and/or Platform and/or Online Area package purchased by Client in relation to the Event set out in the Application Form, as may be updated by the parties from time to time;
- 1.26. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Event;
- 1.27. **Platform:** the online environment and/or technology solution via which certain elements of the Package will be made available by Organizer, which will be accessible via the Website or via applications (apps), including but not limited to Lead Insights;
- 1.28. **Publication:** the publication, website, platform, media and/or other property (in digital and/or printed format) set out in the Application Form on and/or in which the Advertising shall be placed.
- 1.29. **Reportable Breach:** any breach of security leading to the accidental, unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
- 1.30. **Space:** any physical exhibition space allocated to Client set out in the Application Form;
- 1.31. **Sponsorship:** any sponsorship and/or promotional element of the Package set out in the Application Form (which may include, without limitation, Advertising, Marketing Services and/or opportunities to sponsor, contribute to and/or deliver content sessions);
- 1.32. **Venue:** the venue at which the Event is to be staged; and
- 1.33. **Website:** any website address and/or application, which will be made available by Organizer, via which the Platform will be accessible.

2. Package

- 2.1. Once submitted to Organizer, a Application Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Application Form does not guarantee that Client will be: (i) permitted to exhibit at or otherwise participate in the Event, (ii) assigned to a particular exhibit hall, section or location within the Venue, and/or (iii) provided with the actual Package (including, without limitation, the amount of Space and/or Sponsorship) requested. Organizer reserves the right to reject any Application Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Fees

- 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Application Form (or, if no such payment terms are stated on the Application Form, all invoices are payable within thirty (30) days of Client's receipt of the same). Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer (i) shall not be liable for, any loss, damage, cost, claim, or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud or scams, including, without limitation, false change of bank account communications, identity theft, fraudulent sales of Event attendee lists and imposter scams (collectively, "**Business Scams**"), and (ii) shall not have any obligation to address or investigate such Business Scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication

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notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client and its Personnel entry to the Event, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the rate of 1.5% per month (18% per annum) or, if less, the maximum rate permitted by applicable law, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Organizer takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.

- 3.2. In addition to the Fees, Client shall be responsible for any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, HST, sales and/or service taxes. If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Organizer with a valid certificate evidencing payment. To the extent that a valid certificate is not provided, or to the extent that Organizer is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).
- 3.3. Client acknowledges and agrees that certain services may be required by the Owners and/or Organizer for the safe and efficient operation of the Event, including, without limitation, connection to and consumption of utilities (for example, electricity) and inspection/health and safety auditing of exhibition stand/shell scheme plans. Such services shall be provided by contractors appointed by the Owners and/or Organizer and it is a condition of this Contract that Client uses such contractors for these services. Rates and charges for such services ("**Contractor Fees**") shall be set out in the Manual or otherwise provided in writing by Organizer prior to the Opening Date. Client is solely responsible for payment of the Contractor Fees directly to each relevant contractor, in accordance with each relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance with such payment terms, Organizer may at its sole discretion: (i) pay such Contractor Fees itself and recharge Client directly for these, or (ii) deem that Client has committed an irremediable material breach of this Contract and exercise Organizer's rights pursuant to Condition 17.1.

4. Client's general obligations

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls, regulations and frameworks applicable to artificial intelligence technologies), (ii) all rules, regulations and instructions issued by Organizer and/or the Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client warrants, represents and undertakes that each of the Directory Content and Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make such Directory Content and/or Materials available to Organizer in connection with the Package without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Directory Content and/or Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 4.4. Organizer reserves the right to remove any Materials and/or Directory Content that it deems offensive, inappropriate, libellous, or non-compliant with the Conditions. Client shall ensure that neither the Materials nor Directory Content shall infringe the Intellectual Property Rights of any third party, and Client shall be solely responsible for checking the accuracy and compliance with laws of any Materials and Directory Content.
- 4.5. Client and its Personnel must not, and shall direct that its Personnel shall not: (i) act in any manner which causes offense, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, (iii) make any statement that is defamatory, disparaging or derogatory to Organizer, the Owners or the Event and/or (iv) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client, (v) promote or advertise in connection with the Event any activity (including, but not limited to, activities at Client's place of business) to occur at any location other than the Event during the term of the Event, (vi) run a shuttle or water taxi between the Event and Client's place of business without first obtaining the permission of Organizer, which may be withheld in Organizer's sole judgment, and/or (vii) do anything reasonably likely, in the sole judgment of Organizer, to discourage customers or potential customers from attending the Event or any subsequent boat show, or from viewing or doing business with any other exhibitor at the Event.
- 4.6. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Event. Without limitation, Client shall provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.7. Client is solely responsible for obtaining passports, visas and other necessary documentation for entry into the country or territory where the Event is held. If Client and/or its Personnel cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain due and payable in full.
- 4.8. Client is solely responsible for obtaining any licenses, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Event and display its exhibits, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.
- 4.9. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event website, the Platform and/or the Website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 4.10. All unauthorized filming, sound recording, and photography of the Event and all unauthorized transmission of audio or visual material at the Event (collectively, the "**Unauthorized Recording**") or any use thereof (including but not limited to commercial, advertisement, or promotional purposes) by Client and/or its Personnel is expressly prohibited. Client and its Personnel shall upon Organizer's request, immediately surrender to Organizer or destroy on demand any Unauthorized Recording.
- 4.11. Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the "**Content**"). Client agrees to make its Personnel aware of such filming, sound recording and photography of the Event. Client acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Event, Client shall notify Organizer in writing.
- 4.12. Client acknowledges and agrees that all usernames and passwords used to access the Platform, the Website and/or any Directory are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorized by Client and/or its Personnel). Client shall notify Organizer immediately of any unauthorized use of any usernames and/or passwords or any other breach of security regarding the Platform, the Website and/or any Directory that comes to its attention.
- 4.13. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third party.
- 4.14. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Contract, Organizer reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Package.

5. Data protection

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- 5.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) (and, where applicable, the parties agree that, notwithstanding anything to the contrary contained in a Third Party Device Supplier's Terms of Use, each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in cooperating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in cooperating with the other party in respect of any response to the same.
- 5.2. Client acknowledges and agrees that Organizer may use Client's employee personal data to send information regarding Organizer's future events, products and services. Individuals can opt out of these communications at any time. Organizer collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.informamarkets.com/en/privacy-policy.html>.
- 5.3. Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package, including but not limited to any such lists and/or leads obtained through Lead Insights (each, a "Data List"), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for its own lawful business purposes, in compliance with Data Protection Law, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, (iv) not using the Data List in connection with third party owned artificial intelligence (including not inputting the Data List into any third-party owned artificial intelligence models or machine learning systems) and (v) provide Organizer with reasonable details of any inquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in cooperating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that any Data List provided by Organizer is provided "as is" and "as available," without any representations, warranties, or guarantees, express or implied, including without limitation regarding its accuracy, completeness, reliability, or suitability. Organizer disclaims all liability for any errors, omissions, or inaccuracies in the Data List or resulting from use of the Data List by Client. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

6. Materials

- 6.1. Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees shall remain due and payable in full).
- 6.2. Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Organizer cannot guarantee any exact color matches in its incorporation of Materials and any color used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after receipt.
- 6.3. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide license to use the Materials and Client's details on the Platform, the Website and/or in connection with the creation of any materials relating to the Event. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from the Platform, the Website and/or any materials relating to the Event cannot reasonably be justified by Organizer.

7. Specific terms relating to Space

This Condition 7 shall only apply where Space is included in or is a part of the Client's Package.

- 7.1. Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape, location or position of the Space and/or the exhibition stand therein, rejecting boat placement in multiple boat displays, and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space.
- 7.2. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event or for other reasons if explicitly permitted by Organizer. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Venue.
- 7.3. Client undertakes: (i) to occupy the Space in time for the opening of the Event, (ii) at all times during the Event to ensure that its Space (and exhibition stand therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/items and other hazards (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Event.
- 7.4. Client shall not permit the display of any exhibits within the Space or otherwise at the Event that do not exclusively relate to Client's own commercial activities. Organizer reserves the right, without liability and at Client's risk and expense, to remove any exhibit and/or stop any display or demonstration which Organizer considers in its sole discretion: (i) contravenes any law and/or any applicable industry regulations/standards, (ii) constitutes counterfeit goods and/or infringes the Intellectual Property Rights of any third party, (iii) is likely to cause offense, and/or (iv) does not otherwise comply with these Conditions.
- 7.5. Unless the provisions of Condition 7.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing.
- 7.6. Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Application Form. Client is solely responsible for all aspects of dressing and branding of the Space.
- 7.7. Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Space, Client shall procure that any Space sharer and any Space sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Unless otherwise agreed in writing by Organizer, Client shall ensure that at all times during the Event its exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.
- 7.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the prior written consent of Organizer. Without limitation to the foregoing, Client is forbidden to bring alcoholic beverages into the Venue without the prior written consent of Organizer (and additional corkage fees may apply).
- 7.9. Reserved.
- 7.10. At such time after the close of the Event as Organizer may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense. Organizer reserves the right to send all goods not removed from the Event premises by the close of the breakdown period to a storage warehouse at the expense of Client, and Client hereby waives all claims for loss or damage to such goods by reason of said removal, and further agrees to pay all such charges as may be incurred for transportation, retrieval and storage of such goods.
- 7.11. Organizer's total liability in connection with the Space, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Space.

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8. Specific Terms Relating to Sponsorship & Advertising

This Condition 8 shall only apply where Sponsorship and/or Advertising is included in or is a part of the Client's Package.

- 8.1. Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Application Form or as provided in writing by Organizer.
- 8.2. Unless otherwise set out in the Application Form, proofs of Advertising shall not be provided to Client. Where proofs are provided to Client, Client shall provide any amendments within any deadlines specified by Organizer.
- 8.3. Organizer reserves the right, at its sole discretion, to place the word "advertisement" and/or a similar word or phrase alongside the Advertising to distinguish it from any editorial product.
- 8.4. The positioning of any Advertising is at Organizer's sole discretion unless otherwise stated in the Application Form.
- 8.5. Client warrants, represents and undertakes that any Materials provided in connection with the Advertising: (i) shall comply with any and all codes of practice related to advertising, (ii) to the extent that they contain any investment or financial promotion, are duly approved/authorized as required under relevant legislation, (iii) to the extent that they contain information relating to Client's products and/or services, such information is limited to generic information only and is not advisory, and (iv) unless otherwise agreed with Organizer in writing, shall not promote the products and/or services of any of Client's affiliates and/or any third party.
- 8.6. Organizer shall use its reasonable efforts to provide the Sponsorship in the size, position and manner as specified in the Application Form, but shall not be liable where reasonable modifications are made.
- 8.7. If the Application Form refers to any requirements concerning separation or adjacency of any Advertising from or to any information and/or materials relating to Client's competitors ("**Adjacency Requirements**"), such language shall be deemed only to require Organizer to make commercially reasonable efforts to achieve the applicable Adjacency Requirements. Notwithstanding the foregoing, Organizer shall not be liable for any failure to comply with any Adjacency Requirement with respect to: (i) any Advertising placed on and/or in any publication, website, platform, media and/or other property other than a Publication that is under Organizer's sole control, (ii) any Advertising placed on and/or in any Publication that Client and/or any of its Personnel is aware, or should reasonably be aware, may contain content in potential violation of such Adjacency Requirement, and/or (iii) any user-generated content.
- 8.8. If the Application Form refers to a "guarantee" (or similar promise) as to number of leads, attendees, participants, clicks, impressions, or viewability and/or any other matter (any of the foregoing, a "**Guarantee**"), such language shall be deemed only to require Organizer to make commercially reasonable efforts to achieve the applicable threshold for such Guarantee.
- 8.9. Where all or any part of the Advertising comprises online/digital Advertising: (i) Organizer offers no guarantee against any Publication on the internet being interrupted and/or temporarily unavailable, (ii) Organizer cannot control the generation of clicks on any Advertising and, although Organizer uses certain methods to reasonably detect and filter certain click activity, it shall not be liable for click fraud, technological issues and/or other potentially invalid and/or non-human click activity that may affect click-based Deliverables, and (iii) for impression-based Deliverables (a) any timeframes set out in the Application Form are estimated timeframes, dependent on the level of traffic to any relevant Publication, and (b) any determination and/or calculation of impressions shall be based on Organizer ad server reports, regardless of whether or not Client also utilizes an alternative third-party ad server. Client may not use any third-party ad server on any Organizer websites, platforms, media or other property.
- 8.10. Where all or any part of the Advertising comprises Client's sponsorship of, provision of content for and/or delivery of a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Application Form: (i) Organizer shall have sole discretion over all aspects of the format of the digital event and what the final content of the digital event shall be (including, without limitation, the inclusion or otherwise of any speakers and/or additional sponsors and/or additional content providers), and (ii) without limitation to Client's underlying rights in the Materials, all rights, title and interests in and to the digital event shall belong to Organizer.
- 8.11. In relation to the Deliverables, unless otherwise set out in the Application Form, Organizer: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables (excluding the Materials), and (ii) hereby grants to Client a royalty-free, non-exclusive, worldwide license to use the Deliverables (excluding the Materials) for the purpose of receiving the Package.
- 8.12. If the Package comprises of Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Application Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliver to Organizer, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a "**Suppression List**"), and (ii) for the duration of the campaign, provide Organizer with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Where the Marketing Services include any data authentication, data enhancement or any other similar services, Client warrants, represents and undertakes that, to the extent Client shares or otherwise provides access to any personal data (including, without limitation, email addresses) or other information with Organizer in connection with such services, Client has obtained all consents and permissions required to share such data and/or information with Organizer. Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) (collectively, "**Claims**") suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 8.12.
- 8.13. Organizer's total liability in connection with the Advertising and/or Sponsorship, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the respective Advertising and/or Sponsorship only.

9. Specific terms relating to Directories

This Condition 9 shall only apply where a Directory is included in or is a part of the Client's Package.

- 9.1. All Directory Content shall be considered non-confidential and non-proprietary, and Client waives any moral rights in the Directory Content.
- 9.2. If the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to a Directory), Client represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Directory Content relates exclusively to Client's own commercial activities.
- 9.3. Organizer cannot guarantee that a Directory shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right at any time and for any reason to: (i) make alterations and/or corrections to, suspend (temporarily or permanently) and/or discontinue any aspect of any Directory and/or (ii) vary the technical specification of any Directory.
- 9.4. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any Claims suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.
- 9.5. Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.
- 9.6. Organizer's total liability in connection with the Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Directory.

10. Specific terms relating to Devices

This Condition 10 shall only apply where a Device or where Lead Insights is included in or is a part of Client's Package.

- 10.1. If the Package includes Lead Insights, Client agrees to be bound by the Lead Insights Terms of Use available at <https://leadinsights.informa.com/investor-insights/login?page=TermsAndConditions> and any use policies applicable to Client's use of Lead Insights indicated on the Event website or the Lead Insight Platform.
- 10.2. Client acknowledges and agrees that Devices may be provided by either Organizer or by Organizer's nominated third party supplier ("**Third Party Device Supplier**", together with Organizer, a "**Device Supplier**"). Devices enable Client to (1) capture lead data by scanning Event attendee badges and (2) engage with the captured

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leads through Lead Insights and/or through the services provided by the Third Party Device Supplier. Client shall adhere to Device Supplier's terms of use prior to the activation and use of the Devices and lead capture services.

- 10.3. Client acknowledges and agrees that Client shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge. Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) (collectively, "Claims") suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 10.3.
- 10.4. For Devices provided by a Third Party Device Supplier, Client acknowledges, agrees, and understands that by agreeing to a Third Party Device Supplier's terms of use, this creates a separate contract between Client and the Third Party Device Supplier, and the activation and use of such Device and lead capture services shall be governed in accordance with Third Party Device Supplier's terms of use. Third Party Device Supplier is hereby authorized by Client to share or disclose certain data that Client collects using the lead capture services to Organizer for Organizer to provide its Lead Insight services to Client, enrich its first-party delegate data and other lawful uses. Each of Client and Organizer acknowledges and agrees that it acts as an independent data controller of such shared data.
- 10.5. Client acknowledges and agrees that Client shall contact Third Party Device Supplier to resolve any issues with the Third Party Device Supplier's Device. Client shall collect and return any Devices in accordance with Third Party Device Supplier's instructions. Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any Claims suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any Third Party Device Supplier's Devices that are not returned or that are damaged by Client and/or its Personnel. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from the Third Party Device Supplier's Device or their services.
- 10.6. In the event that a Device Supplier exercises any right to terminate Client's use of the Device or lead capture services pursuant to its terms of use or due to Client's breach of the Device or lead capture services terms of use, all Fees paid by Client to Organizer in respect of the Devices shall be non-refundable. In the event of a termination by the Device Supplier pursuant to the paragraph above, and to the extent Client's Package includes Lead Insights, Client acknowledges and agrees that any data collected through the Device Supplier's Device may no longer be accessible and Client shall not be entitled to a refund for Lead Insights.
- 10.7. Organizer's total liability in connection with any Devices supplied by Organizer or with Lead Insights, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only (in the case of such Devices) and in respect of Lead Insights only (in the case of Lead Insights). ORGANIZER HAS NO LIABILITY WHATSOEVER IN CONNECTION WITH ANY DEVICES SUPPLIED BY A THIRD PARTY DEVICE SUPPLIER.

11. Use of the Platform and the Website (including, without limitation, the Online Area)

- 11.1. Client shall not and shall procure that its Personnel shall not:
 - 11.1.1. copy, reproduce, modify, create any derivative works from and/or reverse engineer any aspect of the Platform and/or the Website;
 - 11.1.2. resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or to access and/or use the Platform and/or the Website to any other person;
 - 11.1.3. use the Platform and/or the Website for anything other than their intended purpose and/or in any manner other than in compliance with law and these Conditions;
 - 11.1.4. infringe Organizer's Intellectual Property Rights or those of any third party in relation to its use of the Platform and/or the Website;
 - 11.1.5. knowingly transmit, send or upload any data to the Platform and/or the Website that contains viruses and any other malware or corrupting elements of any kind;
 - 11.1.6. use the Platform and/or the Website in any way that could damage, disable, overburden, impair or compromise Organizer's systems and/or security and/or interfere with other users' use of the Platform and/or the Website;
 - 11.1.7. use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform and/or the Website;
 - 11.1.8. use any third-party applications and/or software that interacts with the Platform and/or the Website without the prior written consent of Organizer; and/or
 - 11.1.9. engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform and/or the Website.
- 11.2. Organizer cannot guarantee that the Platform and/or the Website shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses, codes that have contaminating or destructive properties, or other harmful components. Organizer reserves the right at any time and for any reason to: (i) make alterations and/or corrections to, suspend (temporarily or permanently) and/or discontinue any aspect of the Platform and/or the Website, and/or (ii) vary the technical specification of the Platform and/or the Website.
- 11.3. Client's ability to access and use the Platform and the Website requires one or more compatible devices with certain software and internet access (which shall be at Client's own cost), including, without limitation, a requirement to make updates/upgrades from time to time. Client acknowledges and agrees that: (i) Client's ability to access and/or use the Platform and/or the Website may be affected by the performance of any of the foregoing elements, and (ii) Organizer shall not be liable to Client to the extent that Client is unable to access and/or use (in whole or in part) the Platform and/or the Website due to any of the foregoing elements. Client acknowledges and agrees that any system requirements prescribed by Organizer to enable Client to access and use the Platform and the Website, which may be changed by Organizer from time to time, are Client's responsibility to obtain and maintain.
- 11.4. Client acknowledges and agrees that use of the Platform, the Website and/or any downloadable software thereon shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or the Website and/or any end user licence agreements indicated at the time of software download.
- 11.5. Client is solely responsible for its, and its Personnel's, actions and conduct while accessing and/or using the Platform and/or the Website and Client shall not, and shall procure that its Personnel shall not, engage in any harassing, threatening, intimidating, predatory or stalking behavior in connection with the Platform and/or the Website.
- 11.6. Organizer shall be responsible for the development and set-up of the Online Area. Organizer reserves the right at any time to make such alterations to the Online Area as Organizer in its absolute opinion considers to be in the best interests of the Platform.
- 11.7. Client undertakes to: (i) be solely responsible for the customization of the Online Area, and (ii) maintain the Online Area for the duration of Client's right to access the Online Area.
- 11.8. Client shall not permit the display of any Materials and/or other exhibits within the Online Area or otherwise on the Platform that do not exclusively relate to Client's own commercial activities. Organizer reserves the right, without liability and at Client's risk and expense, to remove any Materials and/or other exhibits which Organizer considers in its reasonable opinion: (i) contravene any law and/or any applicable industry regulations/standards, (ii) constitute counterfeit goods and/or infringe the Intellectual Property Rights of any third party, (iii) are likely to cause offense, and/or (iv) do not otherwise comply with these Conditions.
- 11.9. Client may not share the Online Area with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Online Area sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Online Area, Client shall procure that any Online Area sharer and any Online Area sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Online Area in its entirety and shall be liable for any act or omission of any Online Area sharer and any Online Area sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Online Area sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.
- 11.10. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 11 (and/or any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or any end user licence agreements indicated at the time of software download), Organizer reserves the right without liability to cease to make the Online Area available to Client and/or suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website.

12. Visitor, delegate and Client's Personnel passes

- 12.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

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13. Limitation of rights granted

- 13.1. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Informa Group.

14. Changes to the Event and Package

- 14.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability, at any time and for any reason, to (i) make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event and/or (ii) vary the content, layout and/or format of any of its publications, websites, platforms, media or other properties. If any such changes are made, subject to Condition 14.2, this Contract shall continue to be binding on both parties, provided that the Package may be amended as Organizer considers necessary to take account of such changes.
- 14.2. If a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the physical, onsite and in-person (i.e. 'live') elements of the Event ("**In-Person Element**") to be staged, any part of the Package that is contingent on such In-Person Element shall cease to be provided, but any part of the Package that is not contingent on such In-Person Element shall continue to be provided.
- 14.2.1. In the event that the date(s) of the In-Person Element is rescheduled to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event (or, in the case of an Event that is held on a biennial basis, in the next twenty-four (24) months), this Contract shall continue in full force and effect, the Package and the obligations of the parties shall be deemed to apply to the In-Person Element on the new date(s), and the Fees for the In-Person Element of the Event shall remain due and payable in full.
- 14.2.2. In the event that the In-Person Element is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), the In-Person Element of this Contract shall terminate without liability and the Package related to the In-Person Element shall cease to be provided. Any portion of the Fees that relates to any part of the Package that is contingent on the In-Person Element shall, at Client's election, either be (a) refunded, or (b) applied towards future spend with Organizer, which shall be contracted separately (such future spend to relate to products and/or services to be delivered within twenty four (24) months of the originally scheduled Opening Date of the Event, otherwise Client's entitlement shall lapse and no refunds shall be provided).
- 14.2.3. In each case, any portion of the Fees that relates to any part of the Package that is not contingent on the In-Person Element shall be applied by Organizer in recognition of the provision of such part of the Package.

15. Cancellation and changing the date(s) of the Event by Organizer

- 15.1. Without prejudice to Condition 14.2, Organizer reserves the right to cancel the entire Event or change the date(s) of the Event at any time and for any reason.
- 15.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the entire Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the Package and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 15.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Application Form.
- 15.3. In the event that the entire Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall terminate without liability and the Package shall cease to be provided. At Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued, and Client shall be released from paying any further portion of the Fees.
- 15.4. Client acknowledges and agrees that the provisions of this Condition 15 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event, and all other liability of Organizer is hereby expressly excluded.

16. Cancellation by Client

- 16.1. The application for the Package is irrevocable by Client and, except as expressly stated on Schedule A, Client has no rights to cancel this Contract. Except as expressly set out on Schedule A, in the event that Client cancels this, (i) the Client shall not be entitled to receive any refund, (ii) the Fees shall remain due and payable to Organizer in full, and (iii) Organizer may immediately and without liability release the Package (including, but not limited to, releasing any Space and/or any Sponsorship opportunities) and sell and/or reserve it for another client. To the extent that the Application Form and/or Schedule A expressly permits cancellation by Client, Client may cancel the Package upon written notice to Organizer. Upon any such cancellation by Client, Client shall pay Organizer such cancellation fees as are stated in Schedule A. For the purposes of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Conditions 14 or 15.

17. Termination

- 17.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Informa Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offense or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 17.1, (i) Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable and (ii) Organizer may immediately and without liability release the Package (including, but not limited to, releasing any Space and/or any Sponsorship opportunities) and sell and/or reserve it for another client.
- 17.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Event and/or not in Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or (iii) decides to cancel the entire Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 15.2. In the event that Organizer terminates this Contract pursuant to this Condition 17.2, (i) any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees, and (ii) Organizer may immediately and without liability release the Package (including, but not limited to, releasing any Space and/or any Sponsorship opportunities) and sell and/or reserve it for another client. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 17.2 and all other liability of Organizer is hereby expressly excluded.
- 17.3. Without prejudice to any other right or remedy it may have, upon (i) a termination of this Contract, (ii) Client's breach of this Contract, or (iii) Client's engagement in any activity that may, in Organizer's opinion, jeopardize the health, safety and/or security of the Event and/or any other attendee of the Event, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's Personnel from the Event, suspend and/or disable Client's and its Personnel's access to the Directory, Platform and/or the Website, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it shall deem fit.
- 17.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
- 17.5. Conditions 1, 3, 5.2, 6.3, 7.11, 8.12, 8.13, 9.6, 10.4, 10.5, 13, 15, 16, 17, 18, 21 and 22 shall survive termination of this Contract.

18. Liability and indemnity

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- 18.1. Organizer does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve, and/or the type or level of audience that Client may reach, in each case as a result of participating in the Event and/or purchasing any element of the Package. Organizer further does not make any warranty as to (i) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (ii) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.
- 18.2. Organizer shall not be liable for any Claims suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or Organizer's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 18.3. Subject to Condition 18.7: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, Client's and its Personnel's access to and/or use of the Platform and/or the Website, and/or any Client Dispute (as defined below), (ii) neither Organizer nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, and (iii) Organizer's (and any member of the Informa Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package and/or Client's and its Personnel's access to and/or use of the Platform and/or the Website, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 18.4. Client expressly acknowledges and agrees that Organizer assumes no responsibility for the activities conducted and/or products displayed by other clients of Organizer. If Client and a third party (including, but not limited to, another client of Organizer, an Event attendee, or any exhibitor and/or sponsor of the Event) are involved in a claim, lawsuit, allegation, or dispute against one another of any nature whatsoever (collectively, a "Client Dispute"), whether or not the Client Dispute originated before, during, or after the Event, Client agrees, understands, and acknowledges that Organizer shall not have any obligation to investigate, mediate or facilitate the resolution of the Client Dispute or otherwise have any liability or other responsibility in relation to the Client Dispute whatsoever.
- 18.5. In addition to the indemnification obligations contained in Schedule A, Client shall indemnify Informa Group and keep Informa Group effectively indemnified against any Claims suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or on the Platform and/or the Website and/or any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law, (iv) any Materials, Directory Content, or content provided to Organizer by Client and/or its Personnel, (v) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Space and/or the Online Area with any third party pursuant to Condition 7.7 and/or 11.10 (as applicable), any act or omission of any such Space and/or Online Area sharer and/or such Space and/or Online Area sharer's Personnel. Client shall further indemnify, release, and hold Organizer, Informa Group, the Venue, and each of their affiliates harmless from all legal claims and liability arising from any Client Dispute.
- 18.6. Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 18.6 shall excuse Client from the payment of the Fees under this Contract.
- 18.7. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 18.8. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 18 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.
- 19. Insurance**
- 19.1. Client shall, at its own expense, secure and maintain for the entire duration of the Event (move-in through move-out), the insurance set forth in the Application Form and Schedule A.
- 20. Sustainability**
- 20.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).
- 21. General**
- 21.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.
- 21.2. From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works.
- 21.3. Client acknowledges and agrees that Organizer and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footfall, attendee, user or online behaviors and usage data relating to the Platform, the Website, any Directory, Devices and/or any lead generation/match-making initiatives (the "Analytics Data"). The foregoing shall include, without limitation, Organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Analytics Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (in each case whether prior to, concurrently with, or following the entering into of this Contract). Client further grants to Organizer and each member of the Informa Group a perpetual, irrevocable, royalty-free, non-sublicensable, non-exclusive, worldwide license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from (commercially or otherwise, in any medium) all Materials and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package and the Event, solely in connection with the promotion, marketing, and advertising needs of Organizer and Informa Group events, products, and related services to its customers, in any media or form (whether physical, digital or intangible) now known or later developed (in each case whether prior to, concurrently with, or following the entering into of this Contract).
- 21.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 21.5. If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail.
- 21.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 21.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third-party contractor assisting Organizer with the staging of the Event and/or the facilitation of the Package.

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- 21.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 21.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 21.9 shall not affect the validity and enforceability of the rest of this Contract.
- 21.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- 21.11. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 21.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).
- 22. Governing law and jurisdiction**
- 22.1. This Agreement is governed by the laws of the Province of Ontario, Canada, exclusive of the choice of law rules of any jurisdiction, and the Client submits to the exclusive venue and jurisdiction in Toronto, Ontario. Nothing in this Condition 22 shall prevent or restrict Organizer from pursuing any action against the Client in any court of competent jurisdiction. Both parties agree to waive any rights by trial jury.