



PACKAGE INCLUDES

- ☐ Dedicated Matchmaking Table (Allocated on a first-come, first-served basis)
- ☐ Unlimited Pre-scheduled Business Matchmaking Meetings per Day (subject to availability)
- ☐ Exclusive Access to VIP Networking Reception for Two Persons
- ☐ Front Row Seating at the Seminars and Workshops
- ☐ Premium Featured Company Listing in Tradeshow Directory (with logo and 100 word profile)
- ☐ Post-Show Matchmaking Follow-up Support with Personalized Recommendations
- ☐ Refreshments for two participants include two tea breaks and a 5-star hotel buffet lunch.

Price KSH 348,000.00+16%VAT

PAYMENT

- ☐ After receiving your application, we will email you a confirmation letter and invoice.
 - ☐ Payment is due within 7 business days of the invoice date.
 - ☐ Our system automatically releases unpaid reservations after the period.
 - ☐ A non-refundable US\$50 registration fee will be added to the invoice.
 - ☐ We accept payments via bank transfer, credit card, online payment platform.
- Details will be provided in the invoice.

APPLICATION & DECLARATION

Date: / /

I HAVE READ AND AGREE TO THE EXHIBITION PARTICIPATION CONTRACT TERMS.

CONTACT PERSON (FULL NAME): _____

COMPANY: _____

COUNTRY: _____ PHONE: _____ MOBILE: _____

EMAIL: _____ WEBSITE: _____

PRODUCTS: _____

SIGNATURE / STAMP: _____

At African Trusted Partners, we champion sustainability and functionality globally.
Please minimize paper use.

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A: Utalii Lane, VeivPark Towers, Suite 254, Nairobi-Kenya

SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

These Terms and Conditions of Participation shall apply between African Trusted Partner "ATP event ltd" View Park Towers, Utalii Lane, 1st floor, Suite 254, (Hereafter referred to as "Organizer") and its Client whose details are listed on the application form (Hereafter referred as "Client.")

DEFINITIONS AND INTERPRETATION

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

- 1.1. **"Agreement"** means the entire application form/registration contract, including these Terms and Conditions.
- 1.2. **"Application Form"** means the application or order form or registration contract to which these Conditions are attached, setting out details of the Package or such other document setting out details of the Package as African Trusted Partners choose in its absolute discretion to accept.
- 1.3. **"Calendar Year"** means a full twelve (12) month period of the Calendar.
- 1.4. **"Client"** means the person, firm, company, or entity set out in the Application Form.
- 1.5. **"Conditions"** means these sponsorship and exhibition terms and conditions.
- 1.6. **"Data Protection Law"** means the Regulation and the Directive, as amended or replaced from time to time, and all other national, international, or other laws related to data protection and privacy that are applicable to any territory where the Organizer or Client processes personal data or is established.
- 1.7. **"Event"** means the Event, conference, exhibition, fair, show, webinar, or other Event (whether held in person or virtually) organized by African Trusted Partners as set out in the Application Form.
- 1.8. **"Exhibition Stand"** means a stand (or part of a stand) constructed by the Organizer or Client in the Venue exhibition space as set out in the Application Form.
- 1.9. **"Event Site"** means the website(s) (together with any platforms and/or applications used together therewith) that will host and display the Event (or part thereof) and Event materials.
- 1.10. **"Fees"** means the fees payable by the Client for the Package as set out in the Application Form.
- 1.11. **"Force Majeure"** means any event or circumstance that is beyond the reasonable control of African Trusted Partners and ongoing at the time of the Event or, in African Trusted Partners opinion, is reasonably expected to be ongoing at time of the Event (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, recommendations or action, guidelines, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic, whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty);
- 1.12. **"Intellectual Property Rights"** means trademarks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information, and all other intellectual property or analogous rights whether registered or unregistered anywhere in the world.
- 1.13. **"Manual"** means any manual, service kit, or guide provided to the Client by the Organizer in respect of the Event, as updated by the Organizer from time to time.
- 1.14. **"Materials"** means all content, materials, and other information that the Client and its Representatives provide, or otherwise on Client's behalf in connection with any element of the Package (including, without limitation, its name, profile, any logos, copy, and other artwork).
- 1.15. **"Organizer"** means African Trusted Partners, that is, the owner, operator and/or manager of the Event as stated in the Application Form.
- 1.16. **"Owner"** means the owner and/or management of the Venue.
- 1.17. **"Package"** means the services, including but not limited to Space and/or Sponsorship, to be provided to Client by the Organizer in relation to the Event as set out in the Application Form.
- 1.18. **"Regulation"** means the EU General Data Protection Regulation (GDPR)
- 1.19. **"Reportable Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.
- 1.20. **"Representatives"** means the employees, consultants, agents, contractors, and other representatives (or any employee, consultant, agent, contractor, or other representatives thereof) of a party.
- 1.21. **"Space"** means (i) the exhibition space in the Venue; and/or (ii) the virtual exhibition space hosted on the Event Site, allocated to the Client by the Organizer (together with the ancillary services provided to the Client in connection with such virtual or exhibition space) as set out in the Application Form.
- 1.22. **"Sponsorship"** means the sponsorship element of the Package as set out in the Application Form; and
- 1.23. **"Venue"** means the Venue at which the Event is physically held.

2. REGISTRATION and ACCEPTANCE

- 2.1. Application for registration will only be accepted if the application form provided to the Client by the Organizer either in hard copy or the online registration form is completed in full.

- 2.2. The application alone does not constitute acceptance by the Organizer until the Organizer received it.
- 2.3. The application for the Package is irrevocable by the Client.
- 2.4. No legal right to acceptance exists. The Organizer reserved the right to reject any Application form from any potential client.
- 2.5. A binding contract shall only come into effect when the Organizer sends a written confirmation (whether by email or otherwise) of acceptance to the Client (whether it is received).
- 2.6. These terms and conditions are the only terms on which the Organizer is prepared to deal with the Client and no terms and conditions endorsed upon, delivered with, or referred in any application or purchase order or similar documents delivered or sent by the Client to the Organizer do not constitute preconditions of participation and will not form part of the contract.
- 2.7. The Organizer is entitled to withdraw acceptance if it was given on the basis of false premises or information, or the preconditions of acceptance are subsequently no longer applicable and for clients who do not meet their financial obligations.
- 2.8. Clients are required to pay the Organizer a registration fee: If the Client has co-exhibitors, the co-exhibitors are also required to pay the registration fee.
The registration fee includes:
 - Entry in the alphabetical list of exhibitors (Company, address, hall/stand number)
 - Company profile of up to 300 characters including spaces,
 - Free, fair catalogue, issued at the fair,
 - Issuance of identity badges for participants,
 - General Advertising and administrative expenses
- 2.9. In the case of overbooking, the right of selection is reserved to the Organizer for justified reasons at its own discretion.

3. TERMS OF PAYMENT

- 3.1. Unless other payment terms are set forth in the application form, the Client shall pay 100% of the registration fee and 50% of the space rental and stand construction payment, including taxes, within 10 days from the Organisers Invoice or payment request date.
- 3.2. The remaining 50% amount for the space rent and stand construction should be paid 4 weeks prior to the Event.
- 3.3. The invoices for products and services ordered in addition are payable on the date given on the invoice.
- 3.4. Any complaints must be made in writing within 3 (three) days of receipt of the payment request/invoice. Objections raised at a later date cannot be considered.
- 3.5. Without prejudice to any other right or remedy that it may have if the Organizer does not receive the fees in cleared funds by the due date for payment, the Organizer has the right to (a) charge interest at the rate of 12% per month (if less the maximum rate permitted by applicable law) accruing on a daily basis until the date of actual payment, and (b) refuse access for the Client and its representative to the Event, and/or refuse to provide any element of the Package; and (c) terminate this agreement upon which the provision of 17.1 shall apply.
- 3.6. Payment of the Fees into the Organizer's designated bank account only shall satisfy the Client's payment obligation under this agreement. To the extent that clients receive any communication notifying the change in the Organizer's designated bank account, the Client is required to verify the authenticity of the same directly with the Organizer.

4. ALLOCATION OF SPACE & CHANGE OF STAND LOCATION

- 4.1. Exhibition space will be allocated on a first come-first-served basis.
- 4.2. The Organizer reserves the right to make alterations in the floor plan of the Event, the layout of the Event Site or specification of the Client's Space in its sole discretion and at any time, which it considers to be in the best interest of the Event including (without limitation) altering the size, shape, or position of the Client space. If space is materially reduced, the Client will receive a pro-rata refund of the Fees payable in respect of the space.
- 4.3. The Organizer permits the Client to use the space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the space, and the Client acknowledges that it shall have no other rights to or interest in the space.
- 4.4. The Client shall not display any materials or information that do not exclusively relate to the Client's commercial activities. The Organizer reserves the right to remove from the Exhibition Stand, the Space or the Venue, at the risk and expense of the Client, any exhibit or other item which the Organizer considers in its reasonable opinion (i) to be in contravention with applicable laws, regulations or the policies or procedures of the Organizer or of the Owners, (ii) infringes the Intellectual Property Rights of a third party, (iii) is likely to cause offense or annoyance or (iv) is otherwise inappropriate or which does not comply with these Conditions.
- 4.5. Where agreed by both parties and as specified on the Application Form, the Organizer or Client will be responsible for setting up space for the Client, including, where applicable, an Exhibition Stand. The Client is solely responsible for all aspects of dressing and branding the space, including, without limitation, any Exhibition Stand (where applicable)
- 4.6. Suppose the Client is in breach of the agreement or engaged in any activity that might jeopardise the safety (including, without limitation, the Event, exhibitors, and visitors' data and information security). In that case, the Organiser reserves the right to suspend or block (temporarily/

permanently) access to space and remove or block the Client's Representatives from the Event without liability to the Client.

- 4.7. The Client is only permitted to conduct business from its allotted space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise, or solicit for business in any other area of the Venue without the prior consent of the Organiser.
- 4.8. The Client shall at all times ensure that the Exhibition Stand is staffed by competent personnel and is clean, tidy, and well-presented during Event opening times, failing which Organiser reserves the right without liability to arrange for this to be done at the Client's expense.
- 4.9. The Client undertakes to occupy the space in time for the opening of the Event and not to close the Exhibition Stand prior to the end of the Event. If the Client fails to comply with this Condition, the Organiser shall be entitled to terminate the agreement, and the provisions of Condition 17.1 shall apply.

5. CO-EXHIBITOR AND JOINT STANDS

- 5.1. Without the consent of the Organizer, exhibitors are not permitted to make available all or parts of the stand allocated to them to third parties either in return for payment or free of charge.
- 5.2. No advertising or promotion of firms not named in the acceptance is permitted on the stand.
- 5.3. Applications for the inclusion of a co-exhibitor must be made to the Organizer in writing or via the Organizer's online shop.
- 5.4. The co-exhibitor is required to pay the Organizer the registration fee according to the Registration Contract. In all cases, the party hiring the stand will be liable for the registration.
- 5.5. The co-exhibitor is subject to the same terms and conditions as the main Client and all regulations apply to each co-exhibitor.
- 5.6. Co-exhibitors may be included in the catalogue and the industry portal, provided that the entry conditions are complied with, the pertinent fees are paid, and the information to appear is received in time.
- 5.7. If a stand is allocated to two or more firms jointly, each firm is jointly and severally liable vis-à-vis the Organizer.
- 5.8. Firms exhibiting on a joint basis should name a joint representative in their registration.

6. MODIFICATION OF PARTICIPATION

- 6.1. The Client will be liable for all modification causes, e.g., change of stand construction, change of invoicing address, etc.
- 6.2. Modifications are only possible after acceptance by the Organizer and will be subject to an administration fee.
- 6.3. Modifications are only possible 4 weeks prior to the start of the Event.

7. CLIENT MATERIALS

- 7.1. The Client shall provide the Organiser all Materials which the Organiser requires to perform its obligations under this agreement within the deadlines specified by the Organiser, and the Client shall comply with the Organiser's reasonable requirements and directions in relation to the Materials. Suppose the Client fails to provide the Materials by the deadline and to the specifications required by the Organiser. In that case, the Organiser reserves the right to refuse to incorporate, print, publish, display, or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.
- 7.2. The Client warrants that the Materials (i) are accurate and complete; (ii) are not in anyway defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent; (iii) are not in any way illegal and that they do not contravene any applicable law or incite or encourage the contravention of any law; (iv) if provided in digital form, are 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 Organiser system, publication, website, platform, media or other property and/or on any users of any of the foregoing; and (v) together with all Intellectual Property Rights therein, are owned or duly licensed by Client and they do not infringe the Intellectual Property Rights of any third party.
- 7.3. While Organiser will take reasonable care in relation to the production of material and information incorporating the Materials, the Organiser shall not, in any event, be responsible to the Client for any omissions, misquotations, or other errors that may occur except where such losses arise because of the Organiser's gross negligence or wilful misconduct.
- 7.4. All Materials are subject to approval and acceptance by the Organiser. The Organiser reserves the right to in its absolute discretion to reject any Materials at any time after receipt.
- 7.5. For the purposes of Sponsorship, Organiser will use its reasonable endeavours to provide the Sponsorship in the size, position, and manner as specified in the Application Form. However, Organisers shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation, to the size, position, section, or issue of or date of publication) are made by the Organiser.
- 7.6. The Client hereby grants the Organiser a non-exclusive, worldwide, royalty-free license to use the Materials in connection with the Event and in accordance with the agreement. The Client also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the agreement is terminated, the Organiser may at its discretion continue to use the name, logo, or any other materials or information provided by the Client after the termination of the agreement, where the time and cost does not allow the Organiser to remove, delete or cover over such name, logo or other material or information.
- 7.7. Suppose the Client and / or any of its Representatives is in breach of the agreement. In that case, the Organiser reserves the right to refuse to use

any Materials in relation to the Event or the Sponsorship or may remove or delete such Materials without liability to the Client.

8. VISITOR OR DELEGATE PASSES FOR PHYSICAL EVENTS

- 8.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to the terms of this Agreement and the Organisers separate terms and conditions applicable to visitors and/or delegates are expressly excluded. Only official visitor and delegate passes issued by the Organiser shall be valid for entry to the Event.
- 8.2. The Client will be supplied with passes for its Representatives that are working at the Event and such passes must be produced on request at the Event. The Organiser 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.
- 8.3. The organiser may (at its sole discretion) refuse admission to, or eject from the Event, any Client Representative who fails to comply with these terms and conditions or who in the opinion of the organiser represents a security risk, nuisance, or annoyance to the running of the Event. Client shall procure that its Representatives comply with all reasonable instructions issued by the Organiser or the Owners at the Event.

9. ACCESS TO AND USE OF THE EVENT SITE

This Condition shall apply only where the whole or any part of the Event is provided in a virtual format.

- 9.1. Client undertakes to (i) be responsible for any technical requirements to enable Client and its Representatives to use the Event Site, and (ii) participate in the Event via the Event Site for the duration of the Event.
- 9.2. If applicable, the Client will be supplied with exhibitor accounts for its Representatives that are working on the Space hosted on the Event Site. Such accounts are only valid in the name of the person to whom they are issued.
- 9.3. Where delegate accounts are issued as part of the Package, access to the Event Site is only available to employees of Client, are only valid in the name of the person to whom they are issued and access to a delegate account may not be shared internally or externally. Such accounts are issued subject to the terms of this Agreement and the organizers separate terms and conditions applicable to delegates are expressly excluded.
- 9.4. Client is solely responsible for the security of any passwords issued by the Organiser for accessing the Event Site. The organizer may cancel or suspend such passwords in the event of a breach of this Agreement.
- 9.5. Client shall (and shall procure that its Representatives) comply with all laws and regulations applicable to its access to and use of the Event Site including the terms of this Agreement and the Organiser terms and conditions of website usage. The organiser may monitor Client's use of the Event Site to ensure such compliance.
- 9.6. The organiser cannot guarantee that the Event Site will operate continuously, securely, without errors or interruptions, or is free of viruses or harmful components, and the Organiser does not accept any liability on account of unavailability, interruptions, errors or viruses or harmful components. Client shall not (and shall procure that its Representatives shall not) attempt to interfere with the proper working of the Event Site and, in particular, shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. Client shall be responsible for making all arrangements necessary for Client and its Representatives to have access to the Event Site.
- 9.7. The Organiser does not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Event Site and The Organiser shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Event Site or any website or other resource referenced therein.
- 9.8. Client and its Representatives, when using any networking system or any community platform made available on the Event Site, shall be bound by the following behavioural conditions: (a) you agree that any information you enter is true and accurate to the best of your knowledge and will be considered non-confidential and non-proprietary; (b) you agree to respect other users of the services and shall refrain from contacting other users with untargeted announcements or requests; (c) you shall not send messages, upload or link to any defamatory, offensive, harassing, misleading or unlawful content; and (d) you shall not upload or link to content which violates a third party's Intellectual Property Rights or privacy rights.
- 9.9. Client consents (and warrants that it has in place the appropriate consents for its Representatives) to grant The Organiser and the Organiser a royalty-free licence to use personal information of Client and its Representatives submitted to the Event Site within the Event Site and in ways necessary for the functioning of the Event.
- 9.10. Client acknowledges and agrees that use of the Event Site shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Event Site.
- 9.11. The Organiser does not guarantee or warrant that any content available for downloading from the Event Site will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements.
- 9.12. Client must not: (a) infringe The Organiser Intellectual Property Rights or those of any third party in relation to its use of the Event Site; (b) knowingly transmit, send or upload any data that contains viruses, Trojan horses, worms or any other harmful programs or similar computer code; (c) use the Event Site in a way that could damage, disable, overburden, impair or compromise The Organiser's systems or security or interfere with other users; or (d) interfere with, manipulate, damage or disrupt the Event Site.

- 9.13. The Organizer reserves the right at anytime, and without notice to Client, to: (a) make changes or corrections and to alter, suspend or discontinue any aspect of the Event Site; (b) vary the technical specification of the Event Site; (c) temporarily suspend Client's and its Representatives' and third parties' access to the Event Site for the purposes of maintenance or upgrade; and (d) withdraw from the Event Site any of the Materials (or any part thereof).
- 9.14. The Organizer reserves the right to remove any messages, content, or hyperlinks which it believes, in its sole discretion, breaches these conditions and to temporarily or permanently block users who persistently breach these conditions. The Organizer shall not accept responsibility for the accuracy or reliability of the information submitted by other users and the Organizers shall not be held liable for any message or content sent or posted by a user of any services from the Organizer.
- 9.15. The Organizer is under no obligation to oversee, monitor or moderate any interactive service which may be provided on the Event Site, and, without limitation, the Organizer expressly excludes all liability for any loss, injury or damage whatsoever arising from the use by Client and its Representatives of any interactive service, whether the service is moderated or not.

10. CLIENT'S GENERAL OBLIGATION

- 10.1. The Client shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions, Manual or reasonable instructions or directions issued by the Organizer or the Owners (including, without limitation, in relation to health and safety, data privacy, or security (including information security) requirements).
- 10.2. The Client warrants that it has the right, title, authority, and the necessary licenses to enter into the agreement and perform its obligations under it and that the person signing the agreement on behalf of the Client has the requisite authority to do so.
- 10.3. The Client and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offense, annoyance, or inconvenience to other sponsors, exhibitors, the Owner, the Organizer, or any visitors/delegates to the Event.
- 10.4. If applicable, the Client is solely responsible for obtaining visas and other necessary documentation for entrance into the country where the Event is held. If the Client cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain payable in full.
- 10.5. The Client and its Representatives shall do or permit anything to be done which might adversely affect the reputation of the Organizer, the Owners, or the Event or make any defamatory, disparaging, or derogatory statement to the Organizer, the Owners, or the Event.
- 10.6. The Client and its Representatives shall not cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings that are not the Client's property or to the Event Site.
- 10.7. All items brought to the Venue or uploaded to the Event Site by or on behalf of the Client are done so at the Client's own risk, and the Organizer does not accept them into its charge or control.
- 10.8. The Client agrees that it may not use the Event to leverage any other event in which the Client is a sponsor or participant.
- 10.9. 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 Site. Although the Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions, or misquotations that may occur.
- 10.10. The 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 Materials, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by Client, or other necessary consents required for the playing of music or any other audio or visual material by Client.
- 10.11. All unauthorized photography and recording or transmitting audio or visual material, data/information from the Event are explicitly prohibited.
- 10.12. The Client acknowledges and agrees that the Organizers and its Representatives shall be permitted to undertake multimedia recording at the Event, including, without limitation, recording the Client and its Representatives participating in the Event (the "Content"). The Client agrees to make its Representatives aware of such permission for the multimedia recording of the content in advance of the Event. The Client, including its Representatives, acknowledges and agrees that the Organizer is the exclusive owner of all rights in the content and hereby waives any and all: (a) rights in and to such content, and (b) claims that Client or its Representatives may have relating to or arising from the content or its use. Without limitation, the Organizer shall be permitted to use the content anywhere in the world for promotional and all other purposes, without any payment or compensation.
- 10.13. The Client acknowledges and agrees that the terms of this agreement (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of the Organizer, and Client undertakes that it shall not at any time disclose the same to any third party.

11. CANCELLATION OR NON-PARTICIPATION BY THE CLIENT

- 11.1. After acceptance, no cancellation or reduction of the area of the stand on the part of the exhibitor/sponsor is possible.
- 11.2. The entire participation charge and registration fee should be payable.
- 11.3. The restructuring of unused spaces by the Organizer does not release the Client from its obligation to pay.

- 11.4. In the case of non-participation on the part of a co-exhibitor, the full amount of the registration fee shall be payable.

12. CHANGES TO THE EVENT

- 12.1. The Organizer reserves the right at any time and for any reason to make changes to the format, content, Venue, and timings of the Event without liability. If any such changes are made, this agreement shall continue to be binding on both parties, provided that the Package may be amended as the Organizer considers necessary to take account of the changes. The Organizer will notify the Client of any such amendments to the Package as soon as reasonably practicable.

13. RESERVED RIGHTS

- 13.1. In the case of exceptional circumstances beyond its control, the Organizer has the right to (a) postpone the fair (b) curtail or prolong it, (c) close it for a certain period of time, (d) close it completely or in part, or (e) cancel it.
- 13.2. In such justified exceptional circumstances, including but not limited to force majeure, the exhibitors do not have any right to withdraw or adjust the participation charges nor to claim damages.
- 13.3. Should the fair not take place for the reasons stated above, the Client can be called upon to pay up to 25 % of the participation charge to cover general costs.
- 13.4. Larger individual sums can only be considered if the Client has ordered additional services for which charges are made.
- 13.5. Should the Organizer be responsible for the cancellation due to other reasons than stated above, the Client shall not be obliged to pay any fees. However, no right to damages vis-à-vis the Organizer exists.
- 13.6. To the fullest extent permitted by law, the Organizer shall not be liable to the Client for any loss, delay, damage, or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Client acknowledges that provisions of this Condition set out the Client's sole remedy in the Event of changing the date of the Event or the cancellation of the Event by Organizer, and all other liability of Organizer is hereby expressly excluded.

14. LIABILITY AND INSURANCE

- 14.1. It is the responsibility of the Client to insure the goods exhibited against all risks in connection with transportation, settling-up and dismantling, and during the exhibition, in particular against damage, theft, etc.
- 14.2. The Client shall be liable to compensate any damage made to the exhibition space rented, stand material, electricity, water and sewage systems, or any other property of the Organizer.
- 14.3. From time to time, the Organizer, the Owner, and each of their Representatives may enter the Venue at any time to carry out works, repairs, or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, the Organizer, the Owner, and each of their Representatives shall not be liable for any damage, loss, or inconvenience, howsoever arising, and suffered by the Client and/or its Representatives by reason of any act or omission relating to the Works.
- 14.4. The Client also agrees to obtain and maintain in effect throughout the Event workers compensation and liability insurance for its employees, representatives, invitees in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. The Client agrees to waive the right of subrogation of its insurance carrier against Organizer and the Venue and Owners to recover loss sustained for real and personal property.
- 14.5. With its acceptance of the conditions of participation, the Client explicitly releases the Organizer and firms acting on its behalf from any rights of recourse whatsoever on the part of third parties. No right to claim damages exists.

15. EXHIBITORS OBLIGATION TO PRIOR NOTICE

- 15.1. Additional materials for the event tables, chairs, spotlights, etc.) can be provided on request 4 weeks prior to the opening of the exhibition.
- 15.2. The Client shall specify the weight and dimensions of machinery that it will bring for display. Exhibitors shall also specify the power source capacity they require if different or more than the normal KW use.

16. CIRCULARS

- 16.1. The Organizer will inform the clients through email concerning the details on preparations and running of the Event.
- 16.2. The Organizer does not accept any liability for any consequences of disregarding these emails.

17. TERMINATION

- 17.1. Without prejudice to any other right or remedy it may have, in the Event that the Organizer terminates the agreement under the provisions of Conditions 3.3, or 4.9 the Organizer shall not be required to refund any fees received from the Client, and the 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 will become immediately due and payable. The Organizer shall not be liable to the Client for any loss or damage of any kind resulting from termination of the agreement and shall have no further obligations under the agreement or otherwise to the Client.
- 17.2. The Organizer may terminate the agreement without liability immediately at any time by written notice to the Client if the Organizer determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Event or the Organizers legitimate

commercial interests. In the Event that the Organiser terminates the agreement pursuant to this Condition, any proportion of the Fees already paid will be refunded, and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the Event of termination by the Organiser under this Condition, and all other liability of the Organiser is hereby expressly excluded.

- 17.3. Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, the Organiser may prevent all access to space, remove any Sponsorship, and, if necessary, remove all Client property (including all Materials) from the space at the Client's risk and expense and the Organiser shall be free to re-license the space and/or resell the Sponsorship elements of the Package.

18. LIABILITY AND INDEMNITY

- 18.1. The Organiser does not make any warranty as to the Event in general and in particular in relation to (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of exhibiting at or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, the Organiser excludes all conditions, terms, representations, and warranties relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 18.2. The Organiser shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of Sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not the Organiser sub-contractors) and services provided by the venue owners. The Client acknowledges that services provided by the Organiser official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although Organisers shall use reasonable care in selecting official or recommended contractors, Organisers shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 18.3. Given the complex nature of the internet, the unequal capacity of the various sub-networks, traffic at certain times of the day, and the various bottlenecks over which the organizers have no control, organizers responsibility will be limited to the functioning of its servers or the servers of the access provider to the online operated fair, respectively at the data transfer point. The Organizer can not be held liable for (a) server speed, (b) slowdowns that are external to its servers or to the servers of the access provider to the online-operated fair, (c) poor data transfer caused by a failure or malfunction of these networks and (d) a poor internet connection during the Event.
- 18.4. Subject to Condition 16.7: (i) the Organiser shall not be liable to the Client for any indirect, consequential, special, incidental, or punitive loss or damage, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage; (ii) Organiser Group shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) the Organiser maximum aggregate liability to the Client under the agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.
- 18.5. The Client shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client its Representatives, or its invitees.
- 18.6. The Client shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against all losses, claims, damages, and expenses (including, without limitation, reasonable legal fees) incurred by the Organiser as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Event; or (ii) the Organiser's receipt or use of the Materials constitutes an infringement of the Intellectual Property Rights of any third party or is in breach of any applicable law.
- 18.7. Nothing in these Conditions shall exclude or limit liability that cannot be excluded by the applicable law.

19. CONFIDENTIAL INFORMATION

For the purposes of this Condition "Confidential Information" means information disclosed by a party (the "Disclosing Party") to another (the "Receiving Party") relating to the Disclosing Party's business, products, affairs and finances, clients, customers, and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data, and know-how. The Receiving Party shall not (except in the proper performance of its obligations under the agreement) during the continuance of the agreement or at any time thereafter use or disclose to any person, firm, or company any Confidential Information of the Disclosing Party. This restriction does not apply to (i) any information in the public domain other than in breach of the agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.

20. DATA PROTECTION

- 20.1. For this Condition's purposes, the terms personal data, controller, processor, processing, the data subject, and supervisory authority shall have the meanings ascribed to them under the Regulation.
- 20.2. For the purposes of this agreement and either party's processing of personal data in connection with this agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with and shall not cause itself 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. Suppose either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this agreement. In that case, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. Suppose either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this agreement. In that case, it shall provide the other party with reasonable details of such communication and (ii) act reasonably in co-operating with the other party in respect of any response to the same. The Organizer collects, uses, and protects personal data in accordance with its privacy policy, which can be found here: www.pranaevents.net/privacypolicy
- 20.3. Without prejudice to the generality of Condition 20.2, the Client warrants that if it receives any list containing personal data from the Organiser as part of the Package (a "Data List"), it shall: (i) keep the Data List confidential; (ii) at all times comply with applicable Data Protection Laws and only use the Data List for such purpose(s) as has been agreed with the Organiser in writing; (iii) not distribute, transfer or assign its rights to the Data List without the prior written consent of the Organiser, (iv) securely delete or put beyond use the Data List by such time as has been agreed with the Organiser in writing or such time as is required by Data Protection Law, whichever is earlier, (iv) prevent unauthorized access of third parties to its access data by suitable precautions, and (v) provide the Organiser with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with the Organisers in respect of Client's response to the same. Client acknowledges and agrees that the Organiser shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so, and the Organiser shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Organiser's compliance with Data Protection Law.

21. LIMITATION PERIOD

All claims of the Client against the Organizer shall lapse after a three-month period. The limitation period begins to run from the second Monday after the last day of the fair took place.

22. GENERAL PROVISION

Exhibitors shall obey and comply with all terms and conditions of these General Terms and Conditions of Participation as well as any further legal stipulations, in particular local laws, ground rules in force at the fairgrounds of third-party venues for face-to-face events, and rules of virtual platform providers for virtual fairs. Additional agreements, special permissions, or other kinds of arrangements require the written consent of the Organizer to become effective.

23. ENTIRE AGREEMENT

This agreement is complete in its entirety between the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this agreement.

24. AMENDMENT

Any Amendments to these General terms and conditions of participation, which are communicated to the Client at least in text form, shall become valid if the Client does not object within two (2) weeks. The Organizer's communication shall also contain a reference to this right of objection. If exhibitor objects, Organizer is thereafter entitled to terminate the fair participation agreement within two (2) weeks. Deviating, conflicting, or supplementary General Terms and Conditions of the Clients shall not apply unless Organizer has provided its consent thereto in writing. Individual agreements made between Organizer and Exhibitor in individual cases (including side agreements, additions, and amendments) shall take precedence over these General Terms and Conditions of Participation.

25. SEVERABILITY

The remainder of this agreement shall be severable and remain in effect if any provision in whole or in part is held unenforceable for any reason.

26. GOVERNING LAW

Place of jurisdiction in respect of all obligations of both parties deriving from and/or in connection with the fair participation agreement and/or these general terms and conditions for participation is Nairobi, Kenya. The laws of the Republic of Kenya are applicable