

EXHIBITOR / SPONSORSHIP AGREEMENT

Pursuant to the terms and conditions of this Agreement, the Exhibitor shall lease exhibit space at the Critical Infrastructure Protection & Resilience Americas 2025 on the specifications below. By signing below, the Exhibitor agrees and understands that a 50% non-refundable deposit is due and payable no less than thirty days from the date of this Agreement, an invoice will be issued immediately on receipt of signed agreement - please see section 9 Cancellation Policy overleaf. The Exhibitor also agrees to pay the remaining 50% fee on invoice and not later than 28th February 2024, WITHOUT REFUND except as otherwise expressly stated in Section 9 below. All prices are subject to 8.25% Houston/Texas Sales Tax.

- Cancellations: Charges will apply. Please read Terms & Conditions for Participation in Critical Infrastructure Protection & Resilience Americas 2025.
• Submitting a completed application form confirms your agreement to the Terms & Conditions overleaf for Participation in Critical Infrastructure Protection & Resilience Americas 2025.

Company/Exhibitor name: \_\_\_\_\_

Address: \_\_\_\_\_

Street: \_\_\_\_\_

Town/City: \_\_\_\_\_ County/State: \_\_\_\_\_

Post/Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Contact for Event arrangements : \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(NOTE: Contact listed above will receive all correspondence regarding the Event)

Exhibition Space and Services Cost Summary: Please book the following exhibition space:

5x7 Table Top Exhibit - US\$3,250
7' x 5' raw space with 1 x table and 2 x chairs, pipe and drape, electrical socket, wi-fi, 1 Exhibitor Delegate pass with full conference access, lunch and coffee breaks included, listing in the official event guide and website.

10x10 Double Table Top Exhibit - US\$5,250
10' x 10' raw space with 1 x tables and 2 x chairs, pipe and drape, electrical socket, wi-fi, 2 Exhibitor Delegate passes with full conference access, lunch and coffee breaks included, listing in the official event guide and website.

Qty. \_\_\_\_\_ US\$295 per additional Exhibitor Delegate Pass, includes lunch (two days) and coffee breaks and full conference access.

Booking Bundle: \$4,500
• Full page colour advert in Event Guide
• 3 month web-banner on Event Site
• 1 Banner on monthly event E-news (to 80k+ contacts)
• 1 Dedicated email shot/White Paper to 80K+ contacts
• Extra 2 FULL conference passes in 2024 event for clients

Booking Bundle: \$3,000
• Full page colour advert in Event Guide
• 1 month web-banner on Event Site
• 1 Banner on monthly event E-news
• Extra 1 FULL conference passes in 2024 event for clients

CIPR News Magazine Advertising (special rate):

- Full page colour - US\$1,750 Half page colour - US\$950
4 issues full page ad - \$6,300 4 issues half page ad - \$3,400

2025 Event Guide Advertising:

- Full page - US\$750 Half page - US\$400

Sponsorship:

Description \_\_\_\_\_

By signing below, the Exhibitor acknowledges that he/she has read the front and back of this form, has the necessary authority to sign and agrees to be bound by all its terms and conditions. The signatory's also acknowledges that if he/she has felt it necessary or desirable, he/she has asked about anything unclear, illegible, or unreadable in this form (front and back), and has obtained answers that he/she regards satisfactory. He/she authorises (and agrees not to dispute) charges up to the amount of this agreement at anytime from the date of submission of this form through the closing of this Event. All prices are subject to 8.25% Houston/Texas Sales Tax.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For use by Torch Marketing only:

Date received: Amount received: \$ Amount Due: \$ Booth assigned: Agent:

## Terms and Conditions

### 1. General

Critical Infrastructure Protection & Resilience Americas (the Event) is organised in collaboration with Torch Marketing. Participation in any the Event is subject to the terms and conditions given below and all other terms and conditions contained in any purchase order or proposed by the Exhibitor are excluded from the contract, including any variation, unless agreed by Torch Marketing in writing. Submission of a completed Application to participate in or attend the Event shall constitute acceptance of these terms. Torch Marketing reserves the right to refuse an Application without explanation.

### 2. Prices

The price or prices for participating in the Event will be as shown on the application form. All prices exclude VAT.

### 3. Payment

Payment for attending or participating in the Event must be made in accordance with the information given in the application form prior to commencement of the Event unless agreed otherwise in writing. Any additional or extra charges arising during the course of the Event and for which the Exhibitor is liable must be paid within 30 calendar days of the date of the Torch Marketing invoice for these sums.

### 4. Entry and Admission

No admission tickets, passes, itineraries, maps, exhibition stand allocations or other information required to attend or participate in an Event will be issued to a Participant until Payment has been received. Torch Marketing reserves the right to refuse admission to any person or to remove persons from the Event without explanation.

### 5. Arrangements of Exhibits

Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. The Exhibitor Manual will be supplied to Exhibitor approximately four (4) months before the Exhibition. With or without prior inspection, Exhibitor understands that by executing and submitting this Agreement, Exhibitor agrees to be bound by terms and conditions of the Exhibitor Manual, which shall form part of this Agreement. Torch Marketing shall have the right to change or modify Exhibitor's Exhibit Space location/number to a new location/number which Torch Marketing deems to be equal or better than Exhibitor's previous booth location/number.

### 6. Soliciting/Photographs

The Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; unless Exhibitor has obtained prior written approval from Torch Marketing. Exhibitor (i) will not display or distribute libelous, obscene or offensive materials; and (ii) agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees.

### 7. Variations and Amendments

An Exhibitor wishing to vary or amend their Application must notify Torch Marketing in writing as soon as possible. Torch Marketing will use reasonable endeavours to accommodate requests for change and the Exhibitor will be liable for any increase in Price arising from the variation or amendment. If, for any reason, Torch Marketing has to change any of the arrangements relating to the Event it will inform Exhibitors forthwith and use reasonable endeavours to minimise the impact of the changes.

### 8. Transfer

The right of an Exhibitor to take part in or attend the Event arising from acceptance by Torch Marketing is personal to the Exhibitor and may not be sold, transferred or given, in whole or in part, to a third party without the written permission of Torch Marketing.

### 9. Cancellation

#### 9.1 Cancellation by Torch Marketing

If, for any reason, it becomes necessary for Torch Marketing to cancel the Event up to 50% of monies paid will be refunded less an administration fee to cover any costs already incurred by Torch Marketing.

#### 9.2 Cancellation by the Exhibitor

In the event that an Exhibitor wishes to cancel his participation in the Event the following will apply:

Cancellation more than 120 calendar days prior to commencement of Event: refund of up to 50% of sums paid, less an administration fee to cover any costs already incurred by Torch Marketing, only if Torch Marketing is able to re-sell the booking allocated to a cancelling Exhibitor to another Exhibitor. Cancellation less than 120 calendar days but more than 60 calendar days prior to commencement of the Event: refund of up to 25% of total price only if Torch Marketing is able to re-sell the booking allocated to a cancelling Exhibitor to another Exhibitor.

**Note** – if payments up to the time of cancellation amount to less than the amount refundable of the total price, the difference between that paid to date and 75% of the total price will become payable with immediate effect.

Cancellation 60 calendar days or less prior the commencement of Event: no refund and all outstanding sums become payable with immediate effect.

#### 9.3 Cancellation by a Third Party

If the Event is cancelled or abandoned or suspended in whole or in part by a third party, for example as a result of civil unrest, all refundable monies paid will be refunded (excluding the non-refundable deposit) less an administration fee to cover any costs already incurred by Torch Marketing.

### 10. Unoccupied Space

If any of the Exhibitor's space remains unoccupied on the start of the opening day of the Event, the Exhibitor shall be deemed to have abandoned such space. Thereafter, Torch Marketing shall have the right to lease such space to any other exhibitor, or use such space in any other manner as Torch Marketing deems necessary, in its sole discretion, without any obligation or notice to the Exhibitor. This Section shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in this Agreement for Exhibition Space and Services.

### 11. Liability

Torch Marketing will not be liable in contract, tort or otherwise for any loss of profit, special or consequential loss or damage e.g. loss of use, or any costs or expenses, or other claims whether caused by Torch Marketing, its employees, agents, servant or otherwise, arising from an Exhibitor attending or taking part in the Event. This provision will not apply to claims in respect of death or personal injury.

The liability of Torch Marketing to the Exhibitor for all claims in aggregate attributable to the Event and arising from an Exhibitor attending or taking part in the Event shall not exceed the Price paid by the Exhibitor.

### 12. Insurance

The Exhibitor shall put in place and maintain insurance to cover claims arising from or in connection with the Event for third party death or personal injury and loss or damage to property including personal property. In addition, the Exhibitor shall have in place a minimum of £2m Public Liability insurance. The Exhibitor must ensure that his exhibits and other property are adequately insured throughout the period of the exhibition including transport to and from the exhibition site and stand build-up and breakdown periods. The Exhibitor will hold harmless Torch Marketing for any loss or damage to his property incurred as a result of taking part in or attending the Event. The Exhibitor agrees to provide Torch Marketing a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Event.

### 13. Taxes and Licenses

The Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to the Exhibitor's activity at the Event. The Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges, (including but not limited to value added tax and sales tax, if any) that may become due to any governmental authority concerning the Exhibitor's activities related to the Event.

### 14. Force Majeure

Torch Marketing shall not be liable to the Exhibitor or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if the delay or failure was due to a cause beyond that party's reasonable control.

### 15. Rights of Third Parties

No right is granted under the Contract to any person who is not a party to the Contract to enforce any term of the Contract in his own right and Torch Marketing and the Exhibitor declare they have no intention to grant any such right.

### 16. Bankruptcy or Insolvency

Torch Marketing may cancel the Contract after the beginning of any bankruptcy or insolvency proceeding by or against the Exhibitor, or after the appointment of an assignee for the benefit of the Exhibitor's creditors, or a receiver.

### 17. Applicable Law

These terms and conditions and any Contract resulting from acceptance by Torch Marketing of an Application shall be governed and construed in accordance with English Law and Torch Marketing and the Exhibitor shall submit to the exclusive jurisdiction of the English courts in England.

### 18. Other Matters

Matters not expressly covered in this Agreement or the Exhibitor Manual are subject to the decision of Torch Marketing, whose such decision shall be final.