

## Terms and Conditions - Sponsorship, Advertising, Event and Reports

### 1. Interpretation

In these Conditions, the following definitions apply:

**Advertising Package:** the advertising package ordered by the Client, the full details of which are set out in the Order Form and the attached Specification.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Client IP:** all Intellectual Property Rights owned by the Client, which existed prior to the Commencement Date.

**Commencement Date:** has the meaning set out in clause 2.2 of these Conditions.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 14.7.

**Contract:** the contract between Pageant and the Client for the Package(s), which shall incorporate the Order Form, these Conditions and the Specification.

**Event:** the event set out in paragraph 2 of the Order Form.

**Event Materials:** all materials owned by the Client used in relation to the sponsorship of an Event.

**Event Venue:** the venue at which the Event is held, the details of which are set out in paragraph 2 of the Order Form;

**Force Majeure Event:** has the meaning set out in clause 13.1.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Client's order for an Advertising Package or Sponsorship Package, as set out in the attached Order Form.

**Package(s):** the Advertising Package(s) and/or the Sponsorship Package(s).

**Pageant Materials:** all literature, whether printed or online, published by or on behalf of Pageant Media Limited or Pageant Gaming Media Limited.

**Payment Date:** shall have the meaning set out in clause 7.3.

**Price:** the price payable by the Client for the Package(s) in accordance with clause 7.

**Sponsorship Package:** the sponsorship package ordered by the Client, the full details of which are set out in the Order Form and the attached Specification.

**Specification:** the full description of the Advertising Package or Sponsorship Package ordered by the Client, a copy of which is attached hereto.

**Order Form:** the attached Order Form which sets out details of the Client's Order and other key terms of the Contract.

**Website:** Any website referenced on [www.pageantmedia.com](http://www.pageantmedia.com)

### 2. Basis of contract

2.1 An Order constitutes an offer by the Client to purchase the Advertising Package and/or the Sponsorship Package and/or Tables/seats in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Pageant issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (the "Commencement Date").

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Pageant which is not set out in the Contract.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Pageant shall not constitute an offer, and is only valid for 14 days after the date issued, unless otherwise agreed in writing by Pageant.

2.6 Once an Order for an Advertising Package has been accepted, it is irrevocable by the Client. Event sponsorship/exhibition packages can be cancelled with the following charges being applied: More than 12 weeks prior to Exhibition/Event 50% of total cost (+VAT)

8 to 12 weeks prior to Exhibition/Event 80% of total cost (+VAT)

Less than 8 weeks prior to Exhibition/Event 100% of total cost (+VAT)

### 3. Advertising Package

3.1 The Order and the Specification shall set out full details of the advertisement included in the Advertising Package (the "Client Advertisement").

3.2 Subject to clauses 3.4 and 3.5, the Client Advertisement shall be of a size and quality as detailed in the Specification.

3.3 Pageant shall have the right to make any changes to the Packages which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Client Advertisement, and Pageant shall notify the Client in any such event.

3.4 The Client Advertisement shall be published on the Website and/or in the Pageant Materials (as set out in the Order) on the date or for the agreed period of time set out in the Specification.

3.5 Unless otherwise agreed in writing by Pageant, Pageant does not guarantee the time or dates of the publication of the Client's advertisement or the position of the advertisement.

3.6 Pageant reserves the right to cancel or withdraw the Client Advertisement at any time, at its sole discretion. In circumstances where such cancellation or withdrawal occurs before the Client Advertisement has been published or during an agreed publication period and provided that such cancellation or withdrawal is not as a result of a breach of the Contract by the Client, Pageant shall refund to the Client a proportion of the Price paid by the Client, to be determined by Pageant.

3.7 Pageant shall have the right to vary the content, layout and format of the Website and any Pageant Materials at any time.

3.8 By accepting the Order Pageant shall not, unless otherwise agreed in writing, be restricted in any way from placing other advertisements on the Website or any Pageant Materials, whether or not at the same time as the Client Advertisement is published.

3.9 The Client hereby warrants that the Client Advertisement:

(a) will not be defamatory or derogatory to any third party or be offensive;

(b) will not be prejudicial to the image of Pageant or any third party;

(c) will comply with all applicable laws and any relevant regulatory provisions, including all relevant advertising standards, guidelines and regulations;

(d) will comply with any guidelines issued by Pageant;

- (e) shall be, if it is to be uploaded to the Website, free from any viruses and will not cause an adverse effect on the operation of the Website; and
- (f) shall only contain Intellectual Property Rights which are owned by the Client and shall not infringe the Intellectual Property Rights of any third party.
- 3.10 The Client hereby warrants that it has the full power and authority to use the Client Advertisement.

#### **4. Sponsorship Package**

- 4.1 The Order and the Specification shall set out full details of the Sponsor Package.
- 4.2 Pageant shall organise, or procure the organisation, of the Event at the venue and on the date and time set out in the Specification in accordance with the agreed details set out in the Specification.
- 4.3 The Client shall:
- (a) submit to Pageant for its prior approval not less than 15 Business Days prior to the Event, samples of all Event Materials proposed to be used at the Event;
  - (b) ensure that all Event Materials used and/or distributed at the Event shall comply with all applicable legislation;
  - (c) comply with all applicable legislation relevant to the exercise of its rights and the performance of its obligations under the Contract; and
  - (d) deliver to Pageant at the agreed venue by the time set out in the Specification all Event Materials.
- 4.4 The Client hereby warrants that the Event Materials:
- (a) will not be defamatory or derogatory to any third party or be offensive;
  - (b) will not be prejudicial to the image of Pageant or any third party;
  - (c) will comply with all applicable laws and any relevant regulatory provisions;
  - (d) will observe and ensure that all its employees, agents, sub-contractors and any other representatives observe all health and safety and other guidelines issued in relation to the Event Venue;
  - (e) will comply with any guidelines issued by Pageant; and
  - (f) shall only contain Intellectual Property Rights which are owned by the Client and shall not infringe the Intellectual Property Rights of any third party.
- 4.5 The Client hereby warrants that it has the full power and authority to sponsor the Event and distribute the Event Materials.
- 4.6 The Client confirms that it has in place the following comprehensive insurance policies:
- (a) public liability at the venue of the Event during the course of the Event in respect of the Event Materials and any other materials or goods owned or controlled by the Client which, in respect of any individual claim is not less than £10,000,000;
  - (b) to cover any loss, damage or claim arising directly or indirectly by the public's use of the specific product or services being promoted by the Client.
- 4.7 The Client shall, on request by Pageant, provide to Pageant a copy of its insurance policies and a receipt for payment of the current premium.
- 4.8 Pageant reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event). Pageant shall notify the Client of the cancellation as soon as possible. In circumstances where the Event is cancelled and the reason for such cancellation is not due to an act or omission of the Client, Pageant shall refund to the Client such amount of the price paid by the Client to Pageant in respect of the Sponsorship Package less any reasonable expenses and/or costs incurred by Pageant prior to the cancellation of the Event.

#### **5. Client's obligations**

- 5.1 The Client shall:
- (a) ensure that the terms of the Order and any information provided in the Specification are complete and accurate; and
  - (b) co-operate with Pageant in all matters relating to the Package(s).
- 5.2 If Pageant's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):
- (a) Pageant shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Pageant's failure or delay to perform any of its obligations as set out in this clause 5.2; and
  - (b) the Client shall reimburse Pageant on written demand for any costs or losses sustained or incurred by Pageant arising directly or indirectly from the Client Default.

#### **6. Indemnity**

- 6.1 The Client shall indemnify and hold harmless Pageant against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties, legal costs and other professional costs and expenses) suffered or incurred by Pageant arising out of or in connection with:
- (a) any claim made against Pageant by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with Pageant's use of the Client Advertisement or the Event Materials; and/or
  - (b) any claim made against Pageant by a third party arising out of or in connection with the distribution, handling, advertising, use of, or otherwise relating to, the Event Materials or Client Advertisement, whether or not any claim arises during the term of the Contract.

#### **7. Prices and payment**

- 7.1 The Prices for the Package(s) shall be those set out in the Order.
- 7.2 Pageant shall invoice the Client following acceptance by Pageant of the Order.
- 7.3 The Client shall pay each invoice submitted by Pageant by the earlier of (the "Payment Date"):
- (a) 14 days following the date of the invoice; and
  - (b) 3 Business Days prior to the date of the Event or the first publication of the Client Advertisement (as the case may be), in full and in cleared funds, in the currency of the invoice, to a bank account nominated in writing by Pageant.
- 7.4 All a If we become aware that you have paid more than is due to us in relation to your subscription, we shall notify you of such overpayment. If requested by you and provided that you provide to us the necessary bank account details to return such overpayment, we will arrange for any such overpayment to be paid back to you. We shall be entitled to retain from such payment any costs or charges which we incur in connection with the repayment. If we do not receive any response from you following the initial notification, we shall send a notification to you 3 months thereafter and further notifications (if required) 6 and 9 months after the initial notification. At any time after 12 months from the date on which we received the overpayment, if we have not received any response to our notifications from you, we shall be entitled to retain such overpayment and shall have no obligation to repay to you any such monies.
- 7.5 Amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the

time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Pageant to the Client, the Client shall, on receipt of a valid VAT invoice from Pageant, pay to Pageant such additional amounts in respect of VAT as are chargeable at the same time as payment is due for the relevant Package(s).

7.6 If the Client fails to make any payment due to Pageant under the Contract by the Payment Date, then the Client shall pay interest on the overdue amount at the rate of 5% per cent per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the Payment Date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

7.7 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

## 8. Intellectual property rights

8.1 The Client grants a non-exclusive, worldwide, sub-licensable, royalty-free licence to Pageant to use the Client IP in relation to the chosen Package.

8.2 Unless expressly agreed in writing, Pageant does not assign or transfer any Intellectual Property Rights or any goodwill relating to such Intellectual Property Rights owned by Pageant to the Client, which shall remain the sole and exclusive property of Pageant.

8.3 All Intellectual Property Rights in the Event and the Client Advertisement, save for the Client IP, shall vest in and belong to Pageant.

## 9. Confidentiality

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 10. Limitation of liability

10.1 Nothing in these Conditions shall limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) any other provision which cannot be excluded or limited by law.

10.2 Subject to clause 10.1:

(a) Pageant shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Pageant's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price paid by the Client to Pageant pursuant to the relevant Order.

10.3 This clause 9 shall survive termination of the Contract.

## 11. Termination

11.1 Without limiting its other rights or remedies set out in these Conditions, Pageant may terminate the Contract with immediate effect by giving written notice to the Client if:

(a) the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Client being notified in writing to do so;

(b) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(d) any event occurs or proceeding is taken with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11(c) (inclusive);

(e) the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(f) the Client's financial position deteriorates to such an extent that in Pageant's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, Pageant may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 5 days after being notified in writing to do so.

## 12. Consequences of termination

On termination of the Contract for any reason:

(a) the Client shall immediately pay to Pageant all of Pageant's outstanding unpaid invoices and interest and, in respect of the Package(s) provided but for which no invoice has been submitted, Pageant shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) Pageant shall, at its sole discretion, remove the Client Advertisement and/or any Event Materials (as applicable);

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

## 13. Force majeure

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Pageant including but

not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Pageant or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 Pageant shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents Pageant from providing the Packages for more than 6 weeks, Pageant shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

#### 14. General

14.1 The Client shall not, without the prior written consent of Pageant, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

14.2 Any notice or other communication:

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

(b) shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

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

14.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.4 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

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

14.7 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Pageant.

#### 15. Governing law & Jurisdiction

15.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) Terms and Conditions - Events, Advertising and Reports

Terms and Conditions for both Pageant Media Limited registered in England No. 03429596 and Pageant Gaming Media Limited registered in England No. 08338976. Registered office: One London Wall, LONDON, EC2Y 5BD, United Kingdom

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#### Terms and Conditions - Subscriptions

##### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services, as further described in clause 2.2(d).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.

Client Data: the data inputted by the Client, Authorised Users, or Pageant on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Effective Date: the date of this agreement.

Initial Subscription Term: The period between Start Date and End Date (See Order Form).

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by Pageant to the Client under this agreement.

Software: the online software applications provided by Pageant as part of the Services.

Subscription Fees: the subscription fees payable by the Client to Pageant for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

User Subscriptions: the user subscriptions purchased by the Client pursuant to clause 9.1 which entitle Authorised Users to access and use the Services in accordance with this agreement.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.8 A reference to writing or written includes faxes but not e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

## 2. USER SUBSCRIPTIONS

2.1 Subject to the Client purchasing the User Subscriptions in accordance with clause 3.2 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Pageant hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term solely for the Client's internal business operations.

2.2 In relation to the Authorised Users, the Client undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

(c) each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential;

(d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Pageant within 5 Business Days of Pageant's written request at any time or times.

(f) Download of articles in PDF form is permitted for an authorized users offline reading and/or single print purposes only. The PDF must only be saved on the local device which is accessing the site and not on any shared/cloud networks. No more than 5 articles can be held on that device concurrently throughout the duration of the subscription, and must be deleted once the subscription term ends.

2.3 The Client shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services; or

(c) use the Services to provide services to third parties (other than in the ordinary course of its business); or

(d) subject to clause 15.6, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.

(f) Downloading of articles aside from outlined in clause 2.2 (f) is not allowed. Any attempt to systematically download and store on a company/cloud network is strictly prohibited.

(g) The creation of programs to harvest articles will be met with automatic legal action.

2.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Pageant.

2.5 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client, unless expressly agreed in writing by Pageant.

2.6 Any breach by the Client of this clause 2 shall be deemed to be a material breach of this agreement.

## 3. YOUR ACCOUNT AND PASSWORD

3.1 As part of the registration process for the site you will be given a username and password. You will be asked to change your password. Your password is confidential and you must treat such information as confidential. You must not disclose it to any third party.

3.2 Your username and password are for your sole use only. You must not at any time share your username and/or password with anybody else. Nobody other than you is authorised to use the site using your username and password and you shall be liable for any unauthorised use of your username and/or password.

3.3 We have the right to disable any username or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms. If we believe, in our sole discretion, that there has been any unauthorised use of your username and password we reserve the right to suspend or terminate your access to the site with immediate effect and to charge you our standard licence fees in respect of any unauthorised, unpaid for use of the site.

3.4 If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at [info@pageantmedia.com](mailto:info@pageantmedia.com).

## 4. SERVICES

4.1 Pageant shall, during the Subscription Term, provide the Services to the Client on and subject to the terms of this agreement.

4.2 Pageant shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance the details of which will be notified to you in advance; and

(b) unscheduled maintenance, provided that Pageant has used reasonable endeavours (where practicable) to give the Client notice in advance of such maintenance.

## 5. CLIENT DATA

If Pageant processes any personal data on the Client's behalf when performing its obligations under this agreement, the parties record their intention that the Client shall be the data controller and Pageant shall be a data processor and in any such case:

(a) the Client acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Services and Pageant's other obligations under this agreement;

(b) the Client shall ensure that the Client is entitled to transfer the relevant personal data to Pageant so that Pageant may lawfully use, process and transfer the personal data in accordance with this agreement on the Client's behalf;

(c) the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 6. THIRD PARTY PROVIDERS

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Pageant makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Pageant. Pageant recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Pageant does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## 7. PAGEANT'S OBLIGATIONS

7.1 Pageant undertakes that the Services will be performed with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Pageant's instructions, or modification or alteration of the Services by any party other than Pageant or Pageant's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Pageant will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Pageant:

- (a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Client through the Services will meet the Client's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 This agreement shall not prevent Pageant from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.4 Pageant warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

## 8. CLIENT'S OBLIGATIONS

The Client shall:

- (a) provide Pageant with:
  - (i) all necessary co-operation in relation to this agreement; and
  - (ii) all necessary access to such information as may be required by Pageant;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Pageant may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Pageant, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by Pageant from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Pageant's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

## 9. CHARGES AND PAYMENT

9.1 The Client shall pay the Subscription Fees to Pageant for the User Subscriptions in accordance with this clause 9 and the Sales Order Form attached.

9.2 If Pageant has not received payment in accordance with the payment terms attached to the invoice and by the due date set out therein, and without prejudice to any other rights and remedies of Pageant:

- (a) Pageant may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and Pageant shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.3 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling unless otherwise agreed in writing by Pageant;
- (b) are, subject to clause 12.4(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to Pageant's invoice(s) at the appropriate rate.

9.4 Pageant shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2 at the start of each Renewal Period upon 30 days' prior notice to the Client and Schedule 1 shall be deemed to have been amended accordingly.

## 10. PROPRIETARY RIGHTS

10.1 The Client acknowledges and agrees that Pageant and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.2 Pageant confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

## 11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 This clause 11 shall survive termination of this agreement, however arising.

## 12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Pageant (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Client of the Services or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Services by the Client, and for conclusions drawn from such use. Pageant shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Pageant by the Client in connection with the Services, or any actions taken by Pageant at the Client's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services are provided to the Client on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of Pageant:

- (a) for death or personal injury caused by Pageant's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) Pageant shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) Pageant's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or

otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

### 13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term, unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 13 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) Pageant may destroy or otherwise dispose of any of the Client Data in its possession unless Pageant receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Pageant shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Pageant in returning or disposing of Client Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

### 14. FORCE MAJEURE

Pageant shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Pageant or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

### 15. GENERAL

15.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

15.3 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.5 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

15.6 The Client shall not, without the prior written consent of Pageant, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

15.7 Pageant may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

15.8 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.9 This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.10 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

15.11 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

### 16. GOVERNING LAW & JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that

the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.

#### 17. SUBSCRIPTIONS TO DATA PRODUCTS

17.1 Subscriptions to Data Products shall be delivered exclusively online.

17.2 For each Data Product subscription you have purchased and for the duration of that subscription we grant you one non-exclusive non-transferable licence to permit an Authorised User to access and use the Data of that particular Product in accordance with these Conditions and the Standard Terms.

17.3 Without prejudice to the provisions of the Standard Terms, each Authorised User is permitted to access, print, reproduce, display, download or store the Data to the extent reasonably necessary for the purpose of their own personal use within the course of your business which may include the performance of Data aggregation, analysis and interpretation.

17.4 The results of such aggregation, analysis and interpretation may be used and disclosed in reports and presentations made by the Authorised User on your behalf provided that, where our Data or specific fund information remains identifiable or can be readily extracted, we and the relevant Brand are acknowledged as the source of the original data and such reports and presentations are only distributed or shown internally or to accredited investors, hedge fund professionals or, in the case of US residents, Qualifying Persons.

17.5 Authorised Users may use the Data as an input to internal or proprietary industry specific data processing applications provided that by doing so the Data does not become available in unmodified form or readily extractable by any persons other than Authorised Users

17.6 Authorised Users shall not disclose, disseminate, distribute or make available unmodified Data or Data which has been modified but remains identifiable or readily extractable to any other person in any way other than:

- (a) to persons within your immediate organisation in which case such persons shall be under the same restrictions as to use as the Authorised User; or
- (b) in reports and presentations made on your behalf provided that these are only distributed or shown internally or to accredited investors, hedge fund professionals or, in the case of US residents, Qualifying Persons, in each case provided that:

- i. no more than 5% of the available Data in respect of each Product is so disclosed; and
- ii. (ii) we and the relevant Brand are acknowledged as the source of the Data.

17.7 All other use is expressly prohibited without our prior written consent

17.8 We reserve the right to amend the terms of your licence from time to time in accordance with clause 17 of the Standard Terms.

**This agreement has been entered into on the date stated at the beginning of it.**

#### Schedule 1 Additional terms and conditions for subscribers in the USA

##### 1. QUALIFICATION

In the US, SEC regulations require that subscribers fall into one of the following categories.

In order that we may confirm your eligibility please tick the appropriate description.

You hereby certify that you are:

- not resident in the United States of America.
- a qualifying individual: a natural person whose net worth or joint net worth with your spouse, exceeds \$1,000,000 or who had an individual income in excess of \$200,000 in each of the last two calendar years, or whose joint income with your spouse was in excess of \$300,000 in each of such years, and you reasonably expect to reach the same income level in this calendar year.
- a qualifying entity: a corporation, partnership, limited liability company, business trust or a tax-exempt organisation described in Section 501(c)(3) of the Internal Revenue Code of 1986, amended, with total assets in excess of \$5,000,000 and which was not formed for the purpose of investing in any of the funds listed in the Products (each, a "Fund"; collectively the "Funds").
- a qualifying personal trust: a personal (non-business) trust with total assets in excess of \$5,000,000 and which was not formed for the purpose of investing in any of the Funds. Any decision by you to invest in the Funds will be directed by a person who has such knowledge and experience in financial and business matters so as to be capable of evaluating the risks of an investment in a Fund.
- a qualifying employee benefit plan: an employee benefit plan within the meaning of Title 1 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and which satisfies at least one of the following conditions:
  - (i) your total assets exceed \$5,000,000; or
  - (ii) investment decisions are made by a plan fiduciary, as such term is defined in Section 3(21) of ERISA, and such fiduciary is a bank, savings and loan association, insurance company or registered investment adviser; or
  - (iii) it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) and the decision to invest is made solely by the participants investing, and each such participant is an accredited investor.
- a qualifying individual retirement account: an Individual Retirement Account in which all of the participant(s) are accredited investors because each participant has a net worth in excess of \$1,000,000 or has had an individual income of in excess of \$200,000 (or a joint income with spouse in excess of \$300,000) in each of the last two calendar years and reasonably expects to reach the same income level in the current year.
- a qualifying state benefit plan: an employee benefit plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, and which has total assets in excess of \$5,000,000.



a qualifying insurance company or small business investment company: licensed, or subject to supervision, by U.S. Federal or state examining authorities as a "savings and loan association", "insurance company" or "small business investment company" (as such terms are used and defined in 17 CFR §230.501 (a)) or an account for which a bank or savings and loan association is subscribing in a fiduciary capacity and over which such fiduciary exercises investment discretion.

a qualifying broker or investment company: registered with the U.S. Securities and Exchange Commission as a broker or an investment company; or elected to be treated or qualifies as a "business development company" (within meaning of Section 2(a)(48) of the Investment Company Act of 1940, as amended (the "Company Act")).

a qualifying entity in which all equity owners are each qualified as one of the above.

an industry professional (please specify) .....

By completing the above you are certifying your status. We will rely on this certificate in determining your eligibility to receive the Products and the Funds will rely on this certificate in determining their compliance with US federal and state security laws.

## 2. RESTRICTIONS ON INVESTMENT ACTIVITY

You agree not to and shall procure that Authorised Users shall not invest in any Fund whose performance is published in the Product for at least 30 days after receipt of such Product, unless you or your affiliates or Authorised Users already invest in, have already been solicited for, or are already actively considering an investment in such Fund.

## 3. NO REDISTRIBUTION OF THE PRODUCT

You agree not to and shall procure that Authorised Users shall not deliver, disseminate or otherwise redistribute the Products to anyone other than as permitted under the terms of clauses 5 and 6 of the main part of these Conditions. You agree and acknowledge that any other redistribution of such information could constitute or result in any of the following with respect to one or more of the Funds: (i) making a public offering of securities that would be required to be registered under Section 5 of the Securities Act of 1933, as amended; (ii) making a public offering of securities within the meaning of Sections 3(c)(1) or 3(c)(7) of the Company Act, that would render unavailable to a Fund the exclusion from the definition of "investment company" provided by those sections; and (iii) the investment manager of any Fund holding itself out generally to the public as an investment adviser within the meaning of Section 203(b)(3) of the Investment Advisers Act of 1940, as amended.

4. You shall indemnify us and any Fund so affected against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us or the Fund arising out of or in connection with:

- (a) your certificate provided under paragraph 1 being untrue or inaccurate such that you are not a Qualifying Person;
- (b) your ceasing to be a Qualifying Person and continuing to receive the Products; or
- (c) any breach of your obligations under Schedule 1.

5. You agree to notify us promptly if your qualification status under paragraph 1 changes and shall be required to certify compliance with the provisions of these Conditions upon request.

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