

Event Terms & Conditions

This document sets out the terms and conditions between Urner Barry Publications, Inc. trading as "Expana" (**"Expana"**) and you when you register for any event or conference organized by Expana. By registering for an event or conference organized by Expana (or any Expana group company), you are agreeing to comply with these terms and conditions. You should read this document carefully.

Acceptance of policies and registration conditions

The following terms and conditions apply to all Urner Barry, Agribriefing, Mintec and Expana group events. Prior to your registration, you must acknowledge the terms and conditions contained herein. Should you not wish to accept the terms and conditions, you should not register. Submission of a registration is regarded as affirmation of your acceptance of the terms and conditions.

Non-discrimination

The Group prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

Event conduct and safety

The Group is committed to providing a safe, productive, and welcoming environment to all participants, including staff and vendors, at events. The Group has no tolerance for discrimination, harassment, or bullying in any form at any event(s). Participants are expected to adhere to these principles and respect the rights of others.

Please do:

- Maintain a respectful, considerate, and courteous attitude towards everyone you engage with online, at the conference, and the venue(s) and event(s);
- Secure your belongings and be mindful of your surroundings and of your fellow participants;
- If there is a situation that looks concerning or could be dangerous, notify conference organizers in a prompt manner;
- Provide clear, valuable, honest information;
- Read and adhere to the Expana Antitrust Guidelines when engaging in any peer activity at the event(s);
- Make your messages and invitations useful and informative; and
- Make your messages and invitations relevant to the conference.

Please do not:

- Demean, discriminate, abuse, harass, or threaten those who you engage with online, at the event(s), and the venue(s);
- Spam conference participants;
- Post content that is obscene or could otherwise be reasonably considered to be objectionable;

- Post copyrighted content without permission from the owner; or
- Allow animals or pets of any kind, except assistance dogs, into the buildings and facilities owned or controlled by us that we make available to you for the event(s).

Unacceptable behavior: Participants should report any behavior inconsistent with these principles to onsite event staff. Event staff will be happy to help participants contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the event. Anyone engaged in unacceptable behavior may result in expulsion from the event(s) without warning or refund. This may also result in prohibition from registering or attending future event(s).

Alternatively, you may also contact the Group directly to report a concern at legal@expanamarkets.com.

Wi-Fi and telecommunications

At certain events, we or our partners may make a wireless internet ("**Wi-Fi**") service available to you. By using the Wi-Fi at our event(s), you agree to the following terms and conditions:

By accessing the Wi-Fi services, you acknowledge that you are an authorized user of our or our partners' systems. You further understand that your access to the system is likely to be to an unencrypted public wireless network, and that you are solely responsible for ensuring the privacy and integrity of any transmissions you make or receive, as well as the safety and security of any systems you attach to the Wi-Fi Services. You agree to take full responsibility for any necessary security precautions, including encrypting confidential transmissions and backing up any data. You agree that we, our Group, or our partners may routinely monitor, audit, intercept and disclose communications over our networks for security, performance and other purposes, and may remove an attached system from the Wi-Fi services at any time for any reason.

Under no circumstances, where applicable law permits, shall we be liable for any direct or indirect damages resulting from your use of the Wi-Fi system or other technologies provided during the event(s), whether or not we have been advised of the possibility of such damages. In no event shall our total liability to you for all damages and losses exceed the amount paid by you, if any, for accessing the Wi-Fi services or other technologies. We have no duty to update the Wi-Fi services, nor to make them reliable or secure. If you are dissatisfied with the Wi-Fi services, your sole and exclusive remedy shall be to discontinue use of the Wi-Fi services.

Booking conditions and cancellations

Your booking becomes confirmed and a contract between us comes into existence, on the basis of these terms and conditions, upon receipt by us of a booking registration by you via our website(s).

If unable to attend, delegates may nominate an alternative person from their organisation to attend up to 24 hours prior to the start of the event, at no extra charge.



Should a substitution not be possible, cancellation charges shall apply as follows:

- 4 weeks or more prior to start of event(s): \$150 administrative fee; and
- 4 weeks or less prior to start of event(s): 100% of the delegate fee.

All substitutions and cancellations must be received in writing.

Discounts cannot be combined.

Group discount registrations must be made together in the same booking. The group discount becomes invalid if any delegate cancels their registration.

Tickets are required for each individual delegate who wishes to attend. Delegate tickets cannot be used by different individuals on different days.

Please note that advertised start times of the event(s) are subject to change. Also, door opening and closing times stated in relation to an event are not indicative of the event's start or end time, all of which remain at our or our partners' discretion and may be subject to change. Tickets are sold subject to our and our partners' right to alter or vary the programme of an event. We reserve the right to alter the programme, location and venue without notice, although we shall endeavour to use reasonable endeavours to inform you of any such changes.

Prices and payment

If the rate of value added tax or sales tax (as applicable) ("**Sales Tax**") changes between your order date and the date of the event(s), we will adjust the rate of Sales Tax that you pay, unless you have already paid to attend the event(s) in full before the change in the rate of Sales Tax takes effect.

If you do not pay the invoice in full by the due date, we will charge you interest on the amount outstanding at the annual rate of 4% above the US Federal Reserve's benchmark interest rate on a daily basis until the actual date of payment (both before and after any judgement). We shall also be entitled to terminate your contract with us without notice.

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law.

Any invoices are payable within 30 days of the date of invoice, and must be paid in full prior to the event date. You will pay any bank charges incurred in making the payment. If you fail to make full payment within 14 days of receiving a payment reminder, we reserve the right to cancel the booking without further notice to you.

Force Majeure and cancellation

If we or our event partners delayed in, or prevented from, performing any provision of these terms as a result of any fire, explosion, accident, gas leak, chemical or biological contamination, flood, extremes of weather, unavoidable accident, lock out, strike, labour dispute, industrial action of any kind, breakdown of plant or equipment, national calamity or riot, act of God, national mourning, outbreak of disease (including but not limited to pandemics and epidemics), the enactment of any act of parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war or national emergency or any other cause or event (whether or not similar to any of the foregoing) outside the reasonable control of us, our Group or our event partners, such delay or non-performance shall not constitute any breach of these terms nor will we incur any liability to any attendee in relation to it. Should we need to alter or cancel your booking, we will contact you as soon as possible and will use reasonable efforts to offer you an alternative booking.

We have the right, at all times, to abandon, cancel, curtail or suspend the conference in whole or in part if, in our reasonable opinion, it becomes necessary as a result of any such event or circumstance as is referred above. If we decide to do so, we shall not have any liability to any attendee in relation to our exercise of our rights under this paragraph (including without limitation any liability, costs, expenses or damage incurred by any attendee).

All attendees should ensure that they have satisfactory insurance cover.

Usage of photographic and video taken at our events

To comply with global data privacy laws, we impose certain restrictions on the use of multimedia at our events (e.g. photography, video, audio, online streaming, and all future mediums). An attendee is permitted to use hand-held cameras and/or smartphones to take photographs and capture digital images for personal, personal social media use and other noncommercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

We may hire professional service providers (photo/video/streaming/audio) to document and display the event experience. We may also use social media (e.g. X, LinkedIn) to: (i) post real-time photos and videos to its social media feeds; and (ii) display select submissions from those feeds on monitors throughout the event venue. Attendees and sponsors are encouraged to capture their event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or our Group.

By attending the event(s), you acknowledge and agree as follows: (a) we, our Group or our partners acting for us may edit and use footage we capture at the event(s) for marketing and promotional activities and for any other lawful purpose in the ordinary course of our business; and (b) due to the prevalence of mobile recording devices, to the extent we are legally able, we disclaim any and all liability relating to the capture of your likeness or image in any multimedia format by other attendees at the event.

Limitation of liability

We shall not be liable for any damage or loss to property, valuables or money resulting from information provided by us or any agent or employee acting for us save where such loss or damage is caused by a wilful or negligent act of such person. Whilst we use reasonable endeavours to ensure the safety of



all persons and their property on the event premises, no responsibility is accepted by us, our Group, our partners, our servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to you, members of your party, visitors and/or guests save where such loss or damage is caused by our wilful or negligent acts.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Where applicable, this may include liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights in relation to these terms and conditions.

Subject to the paragraphs above, we shall not be liable to you, 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 these terms and conditions, and our total liability to you for all other losses arising under or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid or payable by you pursuant to these terms and conditions.

Data protection

- How we will use your information

We, **Expana** are committed to safeguarding your privacy. Information on how the Expana group collects, processes and uses your data is included in the Privacy Policy available at <u>www.expanamarkets.com</u>, which forms part of these terms and conditions. This section explains how we will treat any personal information you supply to us, or we collect from you. Please read this policy carefully as it affects your legal rights. If you do not agree with this policy please do not register for the event(s). Additionally, by submitting your email address during the event registration process, you agree that Urner Barry, Agribriefing and the Expana group (the "**Group**") – together with their event partners – may send you event-related information. A valid email address is required for all registrations.

The Group uses the personal data you provide in this registration for administering your participation in the event(s). This may include information about the event's consent, event logistics, payment, updates, and additional information related to the event(s).

The Group may disclose your personal data to third party service providers engaged by the Group to assist in the conduct of the event(s). Information you provide when registering for or participating in an event managed or co-sponsored by parties other than or in addition to the Group may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties.

- If you are (i) a business customer and (ii) the Data Protection Legislation applies:

In this section, "Data Protection Legislation" shall mean: all applicable data protection and privacy legislation in force from time to time in the UK (including the General Data Protection

Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 or any successor legislation) and any relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

Both parties will comply with all applicable requirements of the applicable Data Protection Legislation. This section is in addition to, and does not relieve, remove or replace, a party's obligations under the applicable Data Protection Legislation.

We shall act as data processor for the purposes of providing the event(s).

You will ensure that you have the appropriate legal basis and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of these terms & conditions.

- Where (i) you are a consumer and (ii) the Data Protection Legislation applies:

We are the data controller of the personal information you provide to us. Our Data Protection Officer can be contacted at <u>legal@expanamarkets.com</u>. We will use the personal information you provide to us:

• for the purposes of the event(s), we will be relying on Article 6.1 (b) of the GDPR for processing your Personal Data (namely, for the performance of a contract);

• to process your payment for event(s) we will be relying on Article 6.1 (b) of the GDPR for processing your Personal Data (namely, for the performance of a contract); and

General

We reserve the right to change, amend, add or remove any of these terms & conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these terms & conditions should become invalid, the remaining conditions will continue to be valid and apply. These terms & conditions apply to all event participants (attendees, speakers, sponsors, exhibitors).

The views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Expana or the Group. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising.

We may transfer our rights and obligations under these terms to another organisation without notice to you. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Our rights and remedies in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by us to you nor by any failure of or delay by us in ascertaining or exercising any such rights or remedies.

Any release, waiver or compromise or any other arrangement of any kind (a release) by us shall not affect our rights and remedies as regards any other party nor our rights and remedies against you in whose favour it is granted or made except to the extent of the express terms of the release and no

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such release shall have effect unless granted or made in writing. The rights and remedies in this contract are cumulative and not exclusive of any rights and/or remedies provided by law.

All notices under these terms shall be in writing and may be served by email or post addressed to the other party at the address given in at registration or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under these terms & conditions. Every such notice shall be deemed to have been served, in the case of email on the next working day in New Jersey, USA (provided always no "out of office" or server rejection notice is received by the sender) and in the case of post at the expiration of 3 days after dispatch and in proving service by post it shall be sufficient to show that the same was duly addressed prepaid and posted in the manner provided. Saturdays, Sundays and federal and state holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal working day of the recipient.

For the avoidance of doubt, nothing in these terms shall confer on any third party any benefit or the right to enforce any provision of these terms.

Governing law and jurisdiction

These terms together with the details you have entered constitute the entire agreement between us in relation to the event(s). You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

This contract shall be governed by the laws of New York, USA and the parties hereby submit to the exclusive jurisdiction of the courts of New York, USA.