

XEIM LABS TERMS AND CONDITIONS

Last Updated: July 2021

Note: Clauses 1 to 14 (inclusive) of these Terms and Conditions apply to all sales by Xeim Labs. The Schedules concerning Sponsorship, Event Tickets, Advertising, Lead Generation apply to sales of those services only.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions (the "**Conditions**");

"Advertisement(s)"	means any material that the Client submits to be published by Centaur either online or in print pursuant to a Booking Form, including any linked website, area and/or information specified in the Booking Form;
"Advertisement Fee"	means the sum payable by Client in respect of the publication of the Advertisement(s) and/or Promotion Services as specified in the Booking Form;
"Advertisement Guidelines"	means Centaur's guidelines for the content of Advertisement(s) as set out in Annex A of these Terms;
"Advertiser"	means the advertiser of the product, service or brand referred to in the Advertisement(s), being the entity named as such in the Booking Form;
"Affiliate"	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;
"Booking Form"	means Centaur's prescribed form provided to the Client specifying the services to be provided by Centaur to the Client, the applicable fee and any commercial terms applicable to the provision of those Services;
"Broadcast Date"	means the date of the broadcast of the Webinars communicated to the Client in writing by Centaur;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Campaign"	means the Client's advertising campaign involving the Advertisement(s) and the Promotion Services;
"Campaign Start Date"	means the earliest date for publication of the Advertisement(s) and/or provision of the Promotion Services;
"Campaign Window"	means the period from the Campaign Start Date up to and including the last date for publication of the Advertisement(s) and/or provision of the Promotion Services;
"Centaur"	means Xeim Limited (company registration number 05243851), whose registered office address is at Floor M, 10 York Rd, Bishop's, London SE1 7ND;
"Centaur Background IPRs"	means all Intellectual Property Rights that are owned by or licensed to Centaur and which are or have been developed independently of these Terms in each case either subsisting in the Content or otherwise necessary to enable the Client to receive the Content;
"Centaur Materials"	means any and all materials, drawings, specifications and data supplied by Centaur to the Client;
"Click-through(s)"	means the initiation of a user presence on any website that originates from the Advertisement(s) published by Centaur pursuant to the Booking Form as recorded by any tracking system operated by or on behalf of Centaur;
"Client"	means the company, firm or person named as such on the Booking Form;
"Client Background IPRs"	means all Intellectual Property Rights in the Client Materials;
"Client Materials"	means any and all logos, trademarks, branding, names, materials, equipment and tools, drawings, specifications, data and other information supplied to the Client by Centaur;
"Confidential Information"	means these Terms and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party, or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by a Party to the other Party or to one of its

Affiliates in the course of their dealings relating to these Terms, whether before or after the date of these Terms;

"Content"	means the written article, report, research or other text which is specifically produced by Centaur for the Client and delivered to the Client under these Terms, as set out in the Booking Form;
"Content Creation Fee"	means the charges that the Client shall pay Centaur for the delivery of the Content;
"Content Creation Services"	means certain services delivered by Centaur to the Client to create the Content in accordance with these Terms;
"Content IPRs"	means all Intellectual Property Rights in the Content, other than the Centaur Background IPRs and the Client Background IPRs;
"Control"	means in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and Controls and Controlled shall be construed accordingly;
"Data Protection Legislation"	means all applicable data protection, privacy and electronic marketing legislation including Regulation (EU) 2016/679 (" GDPR "), the GDPR as it forms part of the laws of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (" UK GDPR ") and any related national legislation including the Data Protection Act 2018, any national legislation implementing Directive 2002/58/EC including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any replacement or repealing legislation;
"Delegates"	means those individual(s) who the Client purchases Event tickets on behalf of;
"Deliverables"	means all documents, products and materials provided to the Client by Centaur as specified in the Booking Form;
"Event"	the event, exhibition, conference or award specified in the Booking Form;
"Event Fee"	the fee for attending the Event (as set out in the Booking Form), plus VAT as applicable;
"Event of Force Majeure"	means an event beyond the reasonable control of Centaur including strikes, lock-outs or other industrial disputes (whether involving the workforce of Centaur or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, pandemic (including COVID-19), epidemic or default of suppliers or subcontractors;
"Fee"	means: (a) the Sponsorship Fee; (b) the Advertisement Fee; (c) the Content Creation Fee; (d) the Event Fee; and/or (e) the Lead Generation Fee, as applicable in each case;
"Impressions"	means the delivery of the Advertisement(s) to the Website as recorded by any tracking system operated by or on behalf of Centaur;
"Intellectual Property Rights"	means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trade marks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
"Parties"	means Centaur and the Client, and " Party " means either of them as applicable;
"Personal Data"	has the meaning given to it in the GDPR or the UK GDPR as applicable;
"Promotion Services"	means the services undertaken by Centaur as more particularly described in the Booking Form to promote the Sponsored Content and the provision of Registrant Data to the Client;
"Publication"	means the publication specified in the Booking Form;
"Rate Card"	means Centaur's Advertisement rate card in effect as at the date of the Booking Form;

“Lead Generation Fee”	means the charges that the Client shall pay Centaur for the delivery of the Lead Generation Services;
“Lead Generation Services”	means the marketing and promotion services to be provided by Centaur to the Client as detailed in the Booking Form;
“Recording Content”	means the Client’s speaking contribution to the Webinar, including any oral presentation given by the Client;
“Recording Date”	means the date of the recording of the Webinar, where such Webinar will be recorded in advance of the Sponsored Event, as communicated to the Client in writing by Centaur;
“Registrants”	means data subjects who have registered for the Sponsored Content or the Sponsored Event or who have registered their interest in attending a Webinar via Centaur;
“Registrant Data”	means the name, email address and job title of Registrants or such other categories of data set out in the Booking Form;
“Services”	means: (a) the Promotion Services; (b) the Content Creation Services; and/or (c) the Lead Generation Services.
"Sponsor Materials"	means any advertising, publicity or other such materials utilised by the Client at or in connection with the Sponsored Event to exercise the Sponsor Rights;
"Sponsor Representative"	means the person named on the Booking Form by the Client to be its representative/contact person in connection with all matters concerning the Client and the Sponsored Event;
"Sponsor Rights"	means the sponsorship rights granted to the Client under these Terms, as set out in the Booking Form;
“Sponsored Content”	means sponsored content which may include a Webinar or sponsored report or similar promoting the Client or Advertiser (as applicable);
"Sponsored Event"	means the event (as referenced on the Booking Form) to be held at the Venue (where applicable) or at such other location and dates as Centaur designates in accordance with these Terms;
“Sponsorship Fee”	means the total amount due to Centaur from the Client in consideration of the Sponsor Rights under these Terms;
“Technical Specifications”	means Centaur’s technical specifications for the Advertisement(s) as provided in writing to the Client;
"Terms"	means these Conditions and the Booking Form;
"VAT"	means value added tax chargeable under English Law for the time being and any similar additional tax or for non-UK shows the equivalent tax chargeable under the law of the relevant jurisdiction;
"Venue"	means the venue of the Sponsored Event as stated on the Booking Form or otherwise notified to the Client in writing;
“Webinar”	means the webinar or other digital or audio-visual recording in which the Client will participate and which shall be broadcast as part of the Sponsored Event; and
“Website”	means the website named in the Booking Form.

- 1.2 References to clauses are to the clauses of these Conditions. References to paragraphs are to the paragraphs of the Schedules to these Conditions.
- 1.3 References to words following the terms **including, include, in particular, such as, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 The clause headings are included for convenience only and shall not affect the interpretation of these Terms.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **these Terms** or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied (other than in breach of the provisions of these Terms) from time to time.
- 1.10 In the event of conflict between a clause in these Conditions, the Booking Form and any document incorporated by reference into these Terms, the document higher in the order of precedence listed below will prevail in relation to such conflict:
- 1.10.1 the Booking Form;
- 1.10.2 the provisions of these Conditions; and
- 1.10.3 any document incorporated by reference.

2. Provision of the Services

- 2.1 An offer is made by Centaur for the provision of the Services pursuant to these Terms when Centaur provides a completed Booking Form to the Client. These Terms shall come into force and bind the Parties upon the Client's acceptance. The Client can accept these Terms by:
- 2.1.1 manually signing the Booking Form and emailing a scan of the signed form to Centaur;
- 2.1.2 electronically signing the Booking Form where such option is made available by Centaur; or
- 2.1.3 confirming by email that the Client accepts the Booking Form and attaching the Booking Form to such email.
- 2.2 Centaur shall:
- 2.2.1 perform the Services with reasonable skill and care and in accordance with good industry standard;
- 2.2.2 perform the Services in accordance with any standards and/or specifications set out in the Booking Form; and
- 2.2.3 use all reasonable endeavours to meet any performance dates specified in the Booking Form or, if no such performance dates are specified, within a reasonable time but in any event, time shall not be of the essence for performance of the Services.
- 2.3 If the Client fails to comply with any of its obligations under clause 5, whether by act or omission:
- 2.3.1 Centaur will not be liable for failing to meet any performance dates specified in the Booking Form; and
- 2.3.2 such dates shall be extended by a time period equivalent to the amount of the delay.
- 2.4 Save as otherwise set out in these Terms, Centaur does not make any representations or warranties, including representations or warranties relating to the timeliness, currency, accuracy, completeness, merchantability or fitness for a particular purpose. Centaur shall not be liable to the Client or to any third party for any loss suffered as a result of any use, interpretation or communication of the Services, Content and/or Deliverables.
- 2.5 These Terms constitute a contract for the provision of services and not a contract of employment.

3. Fees

- 3.1 The Client shall pay the Fee to Centaur in cleared funds and immediately upon receipt of Centaur's invoice for the Fee.
- 3.2 Unless otherwise stated, all amounts payable under these Terms:
- 3.2.1 are exclusive of value added tax or sales tax, which shall be added to the Fee stated on the invoice and payable at the applicable rate at the time of making the relevant payment; and
- 3.2.2 shall be paid in full by electronic bank transfer, without any set-off, deduction or withholding (to the fullest extent permitted by applicable law), to such UK bank account as specified by Centaur from time to time. If the Client is required by law to make deductions or withholdings from any payment due to Centaur, then the gross amount payable by the Client will be increased so that, after the deduction or withholding, the net amount received by Centaur will not be less than Centaur would have received had no such deduction or withholding been required.

- 3.3 In the event the Client fails to make payment of any amount due under these Terms by the due date for payment of the same, Centaur may, at its discretion:
- 3.3.1 suspend the provision of the Services until the Client has made such payment in full;
 - 3.3.2 terminate these Terms;
 - 3.3.3 not publish and/or withdraw the Advertisement until the Client has made such payment in full; and/or
 - 3.3.4 charge the Client interest on the overdue amount, payable immediately on demand, from the due date for payment of the same up to the date of actual receipt, at the rate of 4% per annum above the Bank of England base rate from time to time.
- 3.4 In the event that the agreed terms of payment on the Booking Form differ from those set out in this clause 3, the terms of payment on the Booking Form take precedence.
- 3.5 No complaint, attempted cancellation, claim or query by the Client or Advertiser (whether in relation to the Advertisement(s), an invoice or otherwise) shall affect the liability of the Client to pay the Fee in accordance with this clause 3.
- 3.6 Unless otherwise stated in the Booking Form, the Fee does not include any travel, accommodation, insurance or other costs incurred by the Client and/or Delegates in attending the Event.

4. Intellectual Property

- 4.1 The Centaur Background IPRs shall at all times remain owned by Centaur and/or its licensors. Centaur represents, warrants and undertakes that the Centaur Background IPRs shall not infringe any third party Intellectual Property Rights.
- 4.2 The Client Background IPRs shall at all times remain owned by the Client and/or its licensors. The Client represents, warrants and undertakes that the Client Background IPRs shall not infringe any third party Intellectual Property Rights.
- 4.3 Subject to clause 4.4, unless expressly specified otherwise in the Booking Form, all Intellectual Property Rights in the Content shall be owned by the Client. Centaur hereby assigns to the Client, with full title guarantee and free from all third party rights, Centaur's right, title and interest to the Intellectual Property Rights in the Content.
- 4.4 In the case of Advertisements only, all artwork, copy and other material which Centaur and / or its employees or contractors has originated or reworked shall vest in Centaur.
- 4.5 Should any rights, title or interest in or to the Centaur Background IPRs or an Advertisement or any goodwill arising out of the use thereof become vested in the Client (by the operation of law or otherwise), the Client shall hold the same on trust for Centaur and shall at the request of Centaur unconditionally assign free of charge any such right, title, interest or goodwill to Centaur and execute any documents and do all acts reasonably required by Centaur for the purpose of confirming such assignment.
- 4.6 Centaur hereby grants a fully paid-up, limited, non-exclusive, royalty-free, non-transferable licence to the Client to copy, store and use, only to the extent necessary, the Centaur Background IPRs for the purposes of:
- 4.6.1 using the Content subject to these Terms; and
 - 4.6.2 receiving the Deliverables subject to these Terms.
- 4.7 In respect of any Centaur Background IPRs, the Client shall not do any of the following without the prior written consent of Centaur:
- 4.7.1 share or transmit these with any third person, unless otherwise authorised by Centaur;
 - 4.7.2 use these for the Client's commercial benefit, including commercially onward vending, distributing, sublicensing, copying, transmitting, publishing, broadcasting, displaying, altering, modifying, (including abbreviating, re-organising or restructuring), making available on a network, reproducing, licensing or otherwise dealing with the Content either directly or indirectly, in any medium in whole or part, other than as permitted under these Terms;
 - 4.7.3 use these to develop or provide, directly or indirectly, a product or service that is competitive with the services provided by Centaur;
 - 4.7.4 use these for any unlawful or unauthorised purpose;
 - 4.7.5 to the extent these contain Personal Data, use these in any way which does not comply with any obligations the Client may have under Data Protection Legislation;
 - 4.7.6 save as permitted by law, modify, decompile or reverse engineer any software supplied by Centaur under these Terms; or

- 4.7.7 edit the Content and/or Deliverables with the prior written consent of Centaur, in its sole discretion, including any images included within the Centaur Background IPRs (digitally or otherwise).
- 4.8 In respect of Content IPRs and any Centaur Background IPRs used in the Content, the Client will ensure that Centaur is credited appropriately in a reasonably prominent position in the Content.
- 4.9 The Client hereby grants Centaur a worldwide, fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Content IPRs and the Client Background IPRs for the purpose of:
- 4.9.1 delivering the Content to the Client and in connection with any services being provided to the Client either now or in the future, including Centaur advertising or promoting the Content;
- 4.9.2 promoting and advertising any Sponsored Event;
- 4.9.3 performing its obligations under these Terms;
- 4.9.4 internal training; and
- 4.9.5 any other purpose that may be specified in the Booking Form.

5. The Client's Obligations

- 5.1 The Client represents, warrants and undertakes that:
- 5.1.1 it shall co-operate with Centaur as required for the proper performance of the Services;
- 5.1.2 it shall comply with all applicable laws, regulations, industry codes of practice;
- 5.1.3 it shall promptly observe and comply with all reasonable instructions issued by or on behalf of Centaur in relation to the performance of the Services;
- 5.1.4 all information it provides to Centaur in relation to these Terms shall be accurate, complete and not misleading and it shall provide, in a timely manner, such further information and Client Materials as Centaur may require for the proper performance of the Services,;
- 5.1.5 all information it provides to Centaur pursuant to clause 5.1.4 shall not contain any virus, worm, Trojan horse, harmful codes or any other form of defect which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of any of Centaur's websites and/or systems;
- 5.1.6 it shall hold and maintain all necessary licences and consents in relation to the Services;
- 5.1.7 if Centaur's performance of its obligations under these Terms is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Centaur shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- 5.1.8 to the extent necessary to allow Centaur to perform the Services, it shall provide to Centaur, in a timely manner and at no charge, its agents, subcontractors, consultants and employees and such materials concerning the Client as are reasonably required by Centaur;
- 5.1.9 it shall not, and shall ensure that its directors, employees and other members of staff shall not, take part in any activities or use the Services and/or the Sponsor Rights in any manner which might be derogatory to or is or might otherwise be detrimental to the reputation, image or goodwill of Centaur; and
- 5.1.10 to the extent applicable, it shall be responsible (at its own cost) for preparing and maintaining the relevant premises for the provision of the Services and shall inform Centaur of all health and safety rules and regulations and any other reasonable security requirements that apply at any of its premises.

6. Indemnification

- 6.1 The Client shall hold Centaur and each of its Affiliates harmless and indemnify them and their employees and agents against any liability, costs, expenses or losses incurred or sustained by Centaur and each of its Affiliates arising directly or indirectly out of:
- 6.1.1 any claim that Centaur's use of any materials created and used by the Client and / or provided by the Client to Centaur in accordance with these Terms infringes third party Intellectual Property Rights;
- 6.1.2 any failure by the Client or its employees or agents to comply with any of its obligations under Schedule **Error! Reference source not found.** or Data Protection Legislation; and
- 6.1.3 the Client's fraud, negligence, breach of statutory duty, except where such liability, costs, expenses or losses are incurred or sustained by Centaur as a result of any damage or injury caused by Centaur.

- 6.2 Centaur shall hold the Client harmless and indemnify them and their employees and agents against any liability, costs, expenses or losses incurred or sustained by the Client arising directly or indirectly out of:
- 6.2.1 any claim that the Client's use of any materials created and used by Centaur and / or provided by Centaur to the Client in accordance with these Terms infringes third party Intellectual Property Rights.
 - 6.2.2 any failure by Centaur or its employees or agents to comply with any of its obligations under Schedule **Error! Reference source not found.** or Data Protection Legislation;
 - 6.2.3 Centaur's fraud, negligence, breach of statutory duty, except where such liability, costs, expenses or losses are incurred or sustained by the Client as a result of any damage or injury caused by the Client.
- 6.3 Any party seeking indemnification under these Terms shall provide prompt written notice of any claim. Indemnitor shall have sole control and authority with respect to the defence and settlement of any such claim. Indemnatee shall cooperate fully with indemnitor, at indemnitor's sole cost and expense, in the defence of any such claim. Indemnatee may participate in the defence of any claim through its own counsel, and at its own expense.

7. Limitation of Liability and Insurance

- 7.1 Nothing in these Terms shall exclude or restrict a Party's liability for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment, or any other liability which cannot be excluded by law.
- 7.2 Subject to clause 7.1, a Party shall not be liable to the other for any: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of contract; or (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, howsoever arising out of or in connection with the performance of its obligations under these Terms or any breach thereof, even if the other Party was advised in advance of the possibility of such loss or damage occurring.
- 7.3 Subject to clause 7.1, save in the case of an indemnity given under clause 6, a Party's total 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 these Terms shall not exceed the Fee. For the avoidance of doubt, a Party's total liability to the other for an indemnity given under clause 6 shall be uncapped.
- 7.4 Other than as expressly stated in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 7.5 Centaur shall not be liable for any:
- 7.5.1 costs incurred in disposing of any property of the Client that is not collected within a reasonable time following conclusion of the Sponsored Event;
 - 7.5.2 failure of any Advertisement(s) to comply with applicable laws and regulations;
 - 7.5.3 error in any Advertisement(s); and
 - 7.5.4 loss of copy, artwork, photographs or other materials.
- 7.6 The views expressed by any speakers at the Sponsored Event are their own. Centaur shall not be liable for the views, acts or omissions of any such speaker or any other attendee at the Sponsored Event. Any information given or distributed as part of the Sponsored Event shall not constitute advice and should not be relied upon.
- 7.7 Without limiting any other obligation or liability of a Party under these Terms, each Party shall effect and maintain insurance policies with a reputable insurance provider to cover the liabilities that may arise under or in connection with these Terms and shall, on the other's request, produce both the insurance certificate giving details of cover and a copy of the receipt for the current year's premium in respect of each insurance.

8. Termination

- 8.1 Without affecting any other right or remedy available to it, either Party may terminate these Terms with immediate effect by giving written notice to the other if:
- 8.1.1 the other Party commits a material breach of these Terms and such breach is irretrievable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified to do so;
 - 8.1.2 the other Party repeatedly breaches any provision of these Terms 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 these Terms; or
 - 8.1.3 the other Party goes into liquidation, has an administrator, administrative receiver, receiver or manager appointed over the whole or part of its assets or business, makes a composition or arrangement with its creditors generally, becomes insolvent or ceases trading, or if it threatens to do any of the foregoing.

8.2 Upon expiry or termination of these Terms:

- 8.2.1 any and all sums payable to Centaur shall become immediately due;
- 8.2.2 any and all licences or rights granted under these Terms shall terminate, save for those that are explicitly stated to be perpetual;
- 8.2.3 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 these Terms which existed at or before the date of termination shall not be affected; and
- 8.2.4 any provision of these Terms that expressly or impliedly is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

9. Confidentiality

- 9.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause 9.2.
- 9.2 Each Party may disclose the other Party's Confidential Information:
 - 9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under these Terms. 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
 - 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.
- 9.3 No Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under these Terms.

10. Force Majeure

- 10.1 A Party shall have no liability or responsibility to the other Party for any failure to perform, or delay in performance of, any of its obligations (save for any payment obligations) under these Terms that is caused by an Event of Force Majeure.
- 10.2 If an Event of Force Majeure occurs that affects the performance of a Party's obligations under these Terms, the affected Party shall attempt to contact the unaffected Party as soon as reasonably possible to notify it of the Event of Force Majeure. The affected Party's obligations under these Terms shall be suspended and the time for performance of its obligations shall be extended for the duration of the Event of Force Majeure.

11. Notices

Any notice given to a Party under or in connection with these Terms shall be in writing, delivered by pre-paid first-class post and deemed to have been received at 9.00am on the second Business Day after posting. Notices may also be given to a Party by email and shall be deemed to have been received when transmitted unless the sender receives notification that the email has not been received by the recipient.

12. Anti-Bribery

- 12.1 Each Party shall:
 - 12.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");
 - 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 12.1.3 have and shall maintain in place its own policies and procedures to ensure compliance with Relevant Requirements and will enforce them where appropriate; and
 - 12.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of these Terms.
- 12.2 Failure to comply with clause 12.1 shall be deemed a material breach of these Terms for the purposes of clause 8.1.1.

Miscellaneous

- 13.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without the prior written consent of Centaur.

- 13.2 Centaur may any time assign, mortgage, charge, subcontract, delegate or declare a trust over any or all of its rights and obligations under these Terms to or for the benefit of any person.
- 13.3 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Centaur and the Client, constitute either Centaur or the Client being the agent of the other for any purpose, or authorise either Party to make any commitments for or on behalf of the other Party.
- 13.4 No waiver by a Party of any breach of any of the provisions of these Terms will be construed as a continuing waiver or a waiver of any preceding or subsequent breach of the same or any other provision.
- 13.5 These Terms constitute the full and complete understanding between the Parties and supersede all prior arrangements, terms and understandings whether written or oral pertaining to the subject matter of these Terms and may not be varied except by an instrument in writing signed by both Parties. Without limitation, any and all terms of the Client are hereby excluded regardless of whether they are attached to any communications between the parties.
- 13.6 Each Party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in these Terms. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.
- 13.7 Except as expressly provided otherwise, a person who is not a party to these Terms shall not have any rights to enforce these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Centaur's obligations under these Terms are given for the benefit of all Centaur Affiliates. It is intended that all Centaur Affiliates may enforce the benefits conferred on them under these Terms in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 13.8 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. 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 13.8 shall not affect the validity and enforceability of the rest of these Terms.
- 13.9 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.10 The Client shall not make, or authorise any person to make, any public announcement concerning these Terms without the prior written consent of Centaur (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 14. Governing law and jurisdiction**
- 14.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 14.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SPONSORSHIP

Where Centaur is granting to the Client the Sponsor Rights, the following additional terms shall apply:

SPONSOR RIGHTS

- 1.1 If the Sponsor Rights include the right for the Client to advertise at the Sponsored Event itself or on the Sponsored Event website or otherwise, the following additional terms shall apply:
 - 1.1.1 the size and positions of any Client logos or other Sponsor Materials on signage, advertisements, printed materials, websites and electronic communication will be at the sole discretion of Centaur;
 - 1.1.2 if any dispute arises as to the allocation of space, or as to the extent of any extra space deemed by Centaur to be occupied by the Client beyond that allocated, the decision of Centaur shall be final; and
 - 1.1.3 if, in the opinion of Centaur, the Client's advertising extends beyond the allocated space, Centaur may, at its sole discretion, charge the Client for the extra space occupied at the prevailing rate.
- 1.2 Centaur may take any action that it deems necessary with regard to the positioning or construction of the Client's advertising if, in Centaur's reasonable opinion, this would be in the best interests of the Sponsored Event or there is any health or safety risk to Centaur's staff, agents, exhibitors or visitors.

2. Centaur's Rights

- 2.1 The Venue, date for the Sponsored Event, agenda for the Sponsored Event and/or Webinar and any applicable Recording Date and Broadcast Date are indicative only. Centaur reserves the right to alter these in its sole discretion.
- 2.2 Centaur retains full control of the Webinar and all promotional and marketing material in connection with the Webinar. Notwithstanding the foregoing, the Client is required to promote the Webinar through its marketing and social media channels, subject to all such activity being approved by Centaur in advance.
- 2.3 Centaur has the exclusive right to use any information compiled for or from the Webinar for its own commercial purposes.
- 2.4 Centaur reserves all rights in and to the Webinar which are not expressly granted to the Client under these Terms.
- 2.5 The Client acknowledges that Centaur may pass on the Client's (or its personnel's) contact details to third party suppliers engaged by Centaur in connection with the Sponsored Event who may contact the Client (or the Client's personnel) directly: (i) to offer to the Client ancillary services relating to the Sponsored Event set up (such as display equipment, electrical equipment and technical support); and (ii) in connection with operational requirements for the Sponsored Event such as Venue health and safety requirements. The Client undertakes and warrants to Centaur that it shall inform the Client's personnel involved in the Sponsored Event that Centaur may share their contact details for these purposes and make available to such personnel a copy of or link to Centaur's privacy notice which can be accessed at <https://www.centaurmedia.com/privacy>.

3. The Client's Obligations

- 3.1 The Client represents, warrants and undertakes that:
 - 3.1.1 it shall promptly observe and comply with all reasonable instructions issued by or on behalf of Centaur in relation to the exercise of any of the Sponsor Rights;
 - 3.1.2 it shall exercise the Sponsor Rights:
 - 3.1.2.1 strictly in accordance with these Terms;
 - 3.1.2.2 in such a manner so that no confusion may arise in the minds of the public as to the products and/or services for which the Client has been granted the Sponsor Rights; and
 - 3.1.2.3 not in conjunction with any third party or in a manner that may cause confusion in the minds of the public as to the identity of the entity to whom the Sponsor Rights have been granted.

4. Approval of Sponsor Materials

- 4.1 All Sponsor Materials must be approved by Centaur in writing prior to the Sponsored Event in accordance with this paragraph 4 of Schedule 1.
- 4.2 The supply by the Client to Centaur of the designs for the Sponsor Materials within the deadlines specified on the Booking Form or otherwise communicated in writing by Centaur, together with any additional information reasonably required by Centaur in connection with any Webinar (including a company synopsis and a presenter biography and photo), is the sole responsibility of the Client, and time shall be of the essence for this purpose. In the event that such Sponsor Materials are

not received by Centaur by the applicable deadlines Centaur reserves the right in its absolute discretion: (a) to repeat standing Sponsor Materials or otherwise to determine the Sponsor Materials that are published or displayed; (b) to charge the Client for any extra costs directly incurred by Centaur as a result of late receipt; and/or (c) to exclude the Sponsor Materials from printed or display material.

- 4.3 Subject to compliance by the Client with clause 5, Centaur will not unreasonably withhold its approval of any Sponsor Materials. Unless and until such time as Centaur provides its express written approval, all Sponsor Materials shall be deemed not to be approved.
- 4.4 The Client will not manufacture, distribute, issue, publish, circulate or otherwise make use of any Sponsor Materials without the prior written approval of Centaur. In the event that at any time any Sponsor Materials fail to conform to any approved representative sample, artwork or other submission, the Client shall forthwith, upon realising the error or else upon notice from Centaur (and without prejudice to any other rights or remedies Centaur may have in respect of the same), withdraw any and all such Sponsor Materials from circulation as soon as practicable.
- 4.5 Where the Client is participating in a Webinar, the Client also agrees:
- 4.5.1 to procure an appropriate representative from the Client's organisation to participate in the Webinar and to provide their name and professional details to Centaur for its prior approval in accordance with any deadlines for communicated in writing to the Client by Centaur; and
- 4.5.2 to attend, and procure that the Client's named representative attends, any run-through of the recording of the Webinar prior to the Recording Date, or a repeat of the recording of the Webinar following the Recording Date, where required by Centaur, to be organised by Centaur for a date and time to be mutually agreed between the Parties.

5. Termination

- 5.1 Upon expiry or termination of these Terms:
- 5.1.1 the Client's allocated space or other Sponsor Rights may be withdrawn;
- 5.1.2 any other services rendered by Centaur may also be withdrawn; and
- 5.1.3 Centaur shall not be obliged to return to the Client any amounts already paid to Centaur in respect of these Terms or relieve the Client of its obligation to pay all amounts outstanding in respect of these Terms to Centaur.

6. Cancellation or termination of the Sponsored Event

- 6.1 Centaur shall have no liability to the Client if Centaur cancels, postpones or re-sites the Sponsored Event, or reduces the planned period for preparation, display or dismantling the Sponsored Event, due to an Event of Force Majeure or because Centaur ceases to have the right to hold the Sponsored Event, in which case Centaur shall not be liable to refund any amount paid to Centaur by the Client.
- 6.2 If Centaur decides to re-site the Sponsored Event to another venue or change the dates for reasons other than those stated in paragraph 6.1 of this Schedule 1, and the Client is unwilling to be re-sited at the new venue or participate on a different date, it must give notice to Centaur of such unwillingness within 14 days of being notified of the change by Centaur. In such circumstances Centaur shall make a full refund of the Sponsorship Fee to the Client. Centaur shall not be liable for any losses of the Client arising from such re-siting or such unwillingness to be re-sited.
- 6.3 If Centaur cancels the Sponsored Event other than for reasons as set out at paragraph 6.1 of this Schedule 1, Centaur shall make a full refund of the Sponsorship Fee to the Client.

7. Cancellation by the Client

- 7.1 Where the Client has sponsored the previous version of the Sponsored Event (the "**Previous Sponsored Event**") and is rebooking Sponsor Rights under the terms of a rebooking offer, the Client will be entitled to cancel these Terms, without any payment in respect of the Sponsored Event, within 21 days of the close of the Previous Sponsored Event.
- 7.2 The Client shall be entitled to cancel the booking on notice to Centaur, in which case the following cancellation charges (the "**Cancellation Charges**") shall apply. Any notice of cancellation must be in writing in accordance with clause 11.

Cancellation effective	Cancellation Charge
More than 9 months prior to the first day of the Sponsored Event	20% of the Sponsorship Fee
More than 6 months but less than 9 months prior to the first day of the Sponsored Event	60% of the Sponsorship Fee

Less than 6 months prior to the first day of the Sponsored Event	100% of the Sponsorship Fee
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7.3 Centaur shall also be entitled to treat the following as notice of cancellation by the Client:

7.3.1 the Client cancels a direct debit payment; or

7.3.2 the Client fails to make a payment on the due date,

such notice to be effective from the date that Centaur notifies the Client of the same, in which case the Cancellation Charges shall apply.

7.4 Centaur will invoice the Client for the appropriate Cancellation Charge which will be payable within 30 days of the invoice date. Where cancellation occurs pursuant to paragraph 7.3 of this Schedule 1, the amount headed Cancellation Charge will be payable as liquidated damages, which the Client accepts as representing a fair estimate of the loss suffered by Centaur. Centaur will credit the Client with any amounts already paid by the Client and retained by Centaur.

8. Sponsor Representative

The Client must name on the Booking Form at least one person to be its Sponsor Representative in connection with all matters concerning the Client and the Sponsored Event. The Sponsor Representative is deemed to be authorised by the Client appointing him/her to enter into other contracts with Centaur or its agents as the Sponsor Representative considers necessary in connection with the Sponsored Event and such contracts shall be binding on the Client.

9. Requirements of Superior Authorities and Prohibited Activities

9.1 The Client shall comply with all requirements imposed on Centaur or the Client by the owners, proprietors or managers of the Venue, or any municipal or other competent authority. In addition, the Client shall comply with any notice of such requirements given to the Client by Centaur.

9.2 If it appears to Centaur that the Client may be engaged in activities which are deemed by Centaur in its absolute discretion to be in breach of these Terms or contrary to the best interests of Centaur and/or the Sponsored Event, or which appear to Centaur in its absolute discretion unethical or in breach of any law or regulation, Centaur may cancel any Sponsor Rights that may have been granted to the Client, whether in the Booking Form or otherwise, and require the Client forthwith to: (i) remove any Sponsor Materials in place at the Sponsored Event; (ii) vacate the Sponsored Event; and (iii) refuse the Client the right to participate further in the Sponsored Event, without Centaur being under any liability to refund or abate any charges paid or payable in respect of these Terms.

9.3 To the fullest extent permitted by law Centaur will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Client, its employees, visitors, customers, staff, agents or contractors however so arising resulting from an exclusion under paragraph 9.2 of this Schedule 1.

10. Webinars

10.1 Where the Client is participating in a Webinar, paragraphs 10.2 to 10.7 of this Schedule 1 shall also apply.

10.2 Centaur shall be the owner of the copyright in the recording of the Webinar.

10.3 Centaur shall retain all Intellectual Property Rights in any Centaur Materials used by the Client in the delivery of the Webinar.

10.4 The Client hereby grants to Centaur an irrevocable, royalty-free, perpetual, worldwide licence in all or any form of media to use, reproduce, edit, broadcast and/or publish the Webinar and the Recording Content, and any adaptations, highlights or extracts thereof, including on any Sponsored Event website and any other websites or publications owned by it.

10.5 The Client warrants, and shall procure that its nominated representative participating in the Webinar warrants, that the Recording Content will be the Client's original work and that it does not infringe the rights of any third party, including any Intellectual Property Rights.

10.6 Where the Recording Content contains any third party Intellectual Property Rights (other than Centaur Materials), the Client warrants that it has obtained from such third party the unrestricted, perpetual, worldwide permission for Centaur and its licensees to use such Intellectual Property Rights in the Recording Content, for the purpose of recording, broadcasting and/or publishing the Webinar, and in accordance with the licence granted in paragraph 10.4 of this Schedule 1. The Client shall identify and provide details of any such third party Intellectual Property Rights to Centaur so that these can be acknowledged in the Webinar.

10.7 The Client agrees and acknowledges that Centaur's approval of the Recording Content shall be in Centaur's sole discretion and any subsequent changes to the Recording Content requested by the Client must be approved by Centaur in writing. The Client shall procure all necessary consents (including a waiver of any moral rights) from the Client's representative(s) participating in the Webinar to ensure that Centaur may use the Webinar in accordance with these Terms, including paragraph 10.4 of this Schedule 1.

SCHEDULE 2

EVENT TICKETS FOR DELEGATES

Where the Client is purchasing Event tickets for the Delegates, the following additional terms shall apply:

ATTENDANCE AT THE EVENT

Compliance with instructions and regulations

- 1.1 Whilst attending the Event, the Client and the Delegates will comply with:
- 1.1.1 all applicable laws, including all health and safety legislation and requirements;
 - 1.1.2 all instructions given by Centaur or on Centaur's behalf, including in relation to any security arrangements; and
 - 1.1.3 the terms and conditions of the Event venue.

Safety and security

- 1.2 The Client and the Delegates shall be responsible for ensuring their own safety and security whilst attending the Event. Centaur shall not be liable for any loss or damage suffered by the Client and/or the Delegates at the Event.

Filming and photography

- 1.3 Centaur may, at its discretion, choose to photograph, film, broadcast or record the Event. Subject to paragraph 1.4 of this Schedule 2, the Client grant to Centaur an irrevocable licence to use and sublicense the use of the Client and the Delegates' name, voice, likeness, image and any contribution made by the Client and/or the Delegates at or to the Event in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.
- 1.4 The Client must notify Centaur at least 48 hours prior to the Event if the Client and/or any Delegate do not wish for their name, voice, likeness, image and/or contribution to be used in accordance with paragraph 1.3 of this Schedule 2. All such notices must be sent to events@centaurmedia.com
- 1.5 The Client and/or any Delegate shall not be permitted to photograph, film, broadcast or record the Event without Centaur's express prior approval.
- 1.6 Centaur reserves the right to refuse the Client and/or any Delegate entry to the Event, or subsequently remove the Client and/or any Delegate from the Event, where the Client and/or any Delegate fails to comply with these Terms.

2. Amendments, cancellation and postponement

No cancellation by the Client

- 2.1 Save as expressly set out at paragraphs 2.3 and 2.4 of this Schedule 2, the Client shall not be entitled to cancel any booking or receive a refund of the Event Fee at any time after it has received a booking confirmation from Centaur, whether under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise.

Change in Delegate

- 2.2 In the event that the Client or a Delegate are subsequently unable to attend the Event, subject to Centaur's approval, that booking may be transferred to another employee of the Client without charge. All such amendments must be notified to Centaur at least 24 hours prior to the date of the Event at events@centaurmedia.com. Under no circumstances may an Event booking be resold by the Client or on the Client's behalf. If the Client has not been charged an Event Fee to attend the Event and is unable to attend or offer an alternative attendee in accordance with this paragraph 2.2 of this Schedule 2, the Client will be charged the cancellation fees set out in the Booking Form (to the extent applicable).

Amendments to the Event

- 2.3 Centaur may, at its sole discretion and without liability to the Client, make changes to the Event timings, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised). Any change in the Event date(s) shall be subject to paragraphs 2.4 and 2.5 of this Schedule 2, as applicable.

Cancellation or postponement of the Event for reasons outside of Centaur's control

- 2.4 In the event that it is necessary to cancel or postpone the Event as a result of any reason outside of Centaur's control (as decided by us in our sole discretion):
- 2.4.1 Centaur shall endeavour to arrange a replacement Event ("**Replacement Event**") and, in such circumstances, the Client's booking shall apply to the Replacement Event. The Client shall inform Centaur within 14 days if it does not wish to attend the Replacement Event; or

2.4.2 in the event that a Replacement Event is:

2.4.2.1 not confirmed within 90 days of the date of cancellation;

2.4.2.2 scheduled to take place on a date on which the Client is not able to attend; or

2.4.2.3 scheduled to take place in a location which is not within a reasonable distance of the location of the cancelled or postponed Event,

Centaur shall refund the Event Fee. The Client acknowledges that such refund shall constitute its sole remedy, and Centaur's only liability to the Client, in such circumstances.

Cancellation or postponement for any other reason

2.5 In the event that it is necessary to cancel or postpone the Event as a result of a reason not covered by paragraph 2.4 of this Schedule 2, Centaur shall refund the Client the Event Fee. The Client acknowledges that such refund shall constitute its sole remedy, and Centaur's only liability to the Client, in such circumstances.

3. Personal Data

3.1 Centaur processes Personal Data of Delegates in accordance with its privacy notice which can be found here: <http://www.centaurmedia.com/privacy>. The Client undertakes and warrants to Centaur that it shall make available to Delegates a copy of or link to Centaur's privacy notice.

SCHEDULE 3

ADVERTISING

Where Centaur is responsible for the publication of the Advertisement(s) and providing the Promotion Services to the Client, the following additional terms shall apply:

1. **DEADLINE FOR SUBMISSION OF ARTWORK AND/OR COPY**

- 1.1 The Advertisement(s) and all related artwork and copy must be received by Centaur to the address specified and all Advertisement(s) must comply with the Technical Specifications.
- 1.2 The deadline for receipt of the Advertisement(s) and all related artwork and copy by Centaur shall be as set out in the Technical Specifications (the “**Deadline**”).
- 1.3 Where the Client does not meet the Deadline, Centaur shall be under no obligation to publish the Advertisement(s) and/or provide the Promotion Services and Centaur reserves the right to charge the Client the Advertisement Fee in full.

2. **Rejection, cancellation and changes**

- 2.1 It is the responsibility of the Client to check that the Advertisement(s) (and each insertion of the Advertisement(s) if more than one) is correct. Centaur assumes no responsibility for the repetition of an error in an Advertisement(s) ordered for more than one insertion unless notified immediately after the error occurs. Any other complaint, claim or query (whether in relation to the Advertisement(s) or the invoice) must be raised with Centaur in writing within seven days following (as the case may be) insertion of the Advertisement(s) or of the date on which it is claimed the Advertisement(s) should have appeared.
- 2.2 If the Client wishes to cancel the publication of the Advertisement(s) it must notify Centaur in writing at least six working weeks in advance of the Campaign Start Date.
- 2.3 If the Client cancels publication of the Advertisement(s) within six working weeks of the Campaign Start Date, Centaur reserves the right to charge the Client the Advertisement Fee in full or, if the Client has already paid the Advertisement Fee, Centaur shall not be liable to make a refund of such payment.
- 2.4 Series discounts apply only to orders for a series of Advertisements (“**Series**”) which are completed within one year of the first Advertisement in the Series being run. If the Client cancels the Series before it is complete then a surcharge will be made for Advertisements already run at a discount, which will be an amount that represents the difference between the discounted charge and the Rate Card charge for a single Advertisement for each Advertisement that has run.
- 2.5 In the event that Advertisements and all related artwork and copy are not supplied by the Client, or are supplied after the Deadline, and Advertisements are not therefore run for a Series within the contractual period, then, notwithstanding any other rights it has, Centaur reserves the right to charge a surcharge for Advertisements already run at a discount, which will be an amount that represents the difference between the discounted charge and the Rate Card charge for a single Advertisement for each Advertisement run.
- 2.6 Centaur may, in its sole discretion, accept a written notice of change to the Advertisement(s) or the positioning of the Advertisement(s) from that detailed in the Booking Form, or to the length of Campaign (“**Campaign Change**”) received less than six working weeks prior to the Campaign Start Date. In such event, Centaur and the Client shall agree a revised Advertisement Fee in respect of the Campaign Change.
- 2.7 Centaur may, in its sole discretion, accept a Campaign Change after the Campaign Start Date. In such event, Centaur and the Client shall agree a revised Advertisement Fee in respect of the Campaign Change and publication of the Advertisement(s) shall be subject to the agreement and payment of such revised Advertisement Fee.
- 2.8 In respect of online advertising, Centaur shall invoice the Client for the Advertisement(s), Impressions, Click-throughs or other agreed performance metric actually achieved during the Campaign Window prior to the effective date of any Campaign Change.
- 2.9 Without prejudice to the warranties in clause 5, Centaur may in its sole discretion decline to publish, omit, suspend, or remove the Advertisement(s) or require the Advertisement(s) to be amended at any time where Centaur believes that the Advertisement(s): (i) breach these Terms; (ii) would expose Centaur to any liability; (iii) would bring Centaur into disrepute; (iv) do not comply with the Advertisement Guidelines; and/or (v) do not comply with any legal or moral obligations placed on Centaur or the Client or the Advertiser.
- 2.10 Centaur shall not be under any obligation to comply with a stop order or cancellation or transfer request relating to the Advertisement(s) which is received after the deadline specified in paragraph 2.2 of this Schedule 3.

3. **Delivery of Impressions, Clickthroughs or other agreed performance metrics**

- 3.1 Subject to paragraph 3.2 of this Schedule 3 and Schedule 5, if Centaur has agreed to deliver a minimum amount of Registrant Data or a minimum volume of Advertisement(s), Impressions, Click-throughs or other agreed performance metric on any Website(s) (“**Volume Order**”) and such Volume Order is not achieved during the Campaign Window then

Centaur's liability shall be limited to Centaur choosing in its sole discretion to either: (a) continue to include the Advertisement(s) on any website(s) (without extra cost to the Client) until the Volume Order is achieved; or (b) Centaur invoicing or refunding the Client (as applicable) pro rata for the deliveries actually achieved during the Campaign Window ("**Volume Delivered**").

- 3.2 If artwork and/or copy is delivered late to Centaur ("**Late Delivery**"), Centaur shall use reasonable commercial endeavours to achieve the Volume Order during the Campaign Window. Notwithstanding the foregoing, if Late Delivery occurs and the Volume Delivered is less than the Volume Order, Centaur shall be entitled to invoice for the Volume Order.
- 3.3 Except as set out in paragraph 3.4 of this Schedule 3, Volume Delivered as recorded by Centaur shall be deemed to be the correct figure.
- 3.4 If any Advertisement(s) is served or delivered to a Website(s) by a rich media vendor, Volume Delivered recorded by such rich media vendor shall be deemed to be the correct figure.

4. The Client's Obligations

- 4.1 The Client represents, warrants and undertakes that:
 - 4.1.1 it shall comply with the Advertisement Guidelines and all applicable laws, regulations, industry codes of practice (including those issued by the Advertising Standards Authority);
 - 4.1.2 it shall hold and maintain all necessary authorisations to permit the use, reproduction, display, transmission and distribution of the Advertisement(s) and all content therein;
 - 4.1.3 it contracts with Centaur as a principal notwithstanding that the Client may be acting as an agent for the Advertiser;
 - 4.1.4 it shall be solely liable for any links to other websites, areas and/or information contained in any Advertisement(s), and Centaur shall have no liability whatsoever in respect of the same;
 - 4.1.5 in respect of any Advertisement(s) submitted for publication which contains the name and pictorial representation (photographic or otherwise) of any living person, it has obtained the authority of such person to make use of such name, representation and/or copy;
 - 4.1.6 in relation to any investment Advertisement(s), the Advertiser is, or the contents of the Advertisement(s) have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 (or any act replacing such Act) or the Advertisement(s) is otherwise permitted under the Act or any law or regulation which supplements or replaces that Act; and
 - 4.1.7 all advertising copy submitted to Centaur will not constitute false or misleading advertising, be defamatory, obscene or violate any antidiscrimination laws or regulations or otherwise breach any other right of any person or entity.

5. Intellectual Property Rights

- 5.1 In the case of Advertisements and Promotion Services only, the Client grants to Centaur a worldwide, fully paid-up, non-exclusive, royalty-free, non-transferable licence to:
 - 5.1.1 reproduce, display, publish, distribute, transmit (or permit the same) the Advertisement(s) in all formats (whether now known or otherwise) including in electronic, digital, website, print, and all other media, and to permit readers of its publications and users of its website(s) to access the Advertisement(s);
 - 5.1.2 use screen grabs of the Advertisement(s) in order to enable Centaur to market and advertise itself and the services which it provides; and
 - 5.1.3 use and reproduce the Client Materials and Advertiser's (if applicable) trademarks, tradenames and logos in the provision of the Promotion Services.

SCHEDULE 4

LEAD GENERATION

Where Centaur is providing the Lead Generation Services to the Client, the following additional terms shall apply:

1. DEFINITIONS

1.1 In this Schedule the following terms shall have the following meanings:

Client Personal Data has the meaning given to it in paragraph 4.1 of this Schedule 4

EEA means the European Economic Area;

Notice has the meaning given to it in paragraph 4.7.3 of this Schedule 4; and

ReallyB2B Personal Data has the meaning given to it in paragraph 4.1 of this Schedule 4;

Suppression Data has the meaning given to it in paragraph 4.9 of this Schedule 4.

2. FEES

2.1 Unless otherwise stated in the Booking Form, Centaur shall issue to the Client an invoice for the Lead Generation Fee upon completion of the Lead Generation Services.

2.2 Where the Booking Form states that payment of the Lead Generation Fee is to be made in instalments, Centaur may issue to the Client an invoice for each stage of the Lead Generation Services that is completed as set out in the Booking Form.

2.3 Where delivery of the Lead Generation Services or a particular stage of the Lead Generation Services cannot be completed by Centaur due to the Client's failure to comply with its obligations under these Terms, Centaur may issue an invoice when such Lead Generation Services or completion of a stage of the Lead Generation Services would have taken place had it not been for the Client's failure to comply with its obligations under these Terms.

2.4 If the Parties have agreed firm performance dates and any Lead Generation Service is delayed by over four weeks from any firm performance date due to the Client's failure to comply with its obligations under these Terms, the Client shall be subject to a monthly project management fee equal to 10% of the Lead Generation Fee (not to exceed £5,000 each month) until delivery of that Lead Generation Service is complete.

2.5 Unless otherwise stated in the Booking Form, the Fee does not include:

2.5.1 any amounts incurred by Centaur for the purchase of materials or services necessary for Centaur to provide the Services; or

2.5.2 any travel, hotel or other expenses incurred by Centaur when attending locations at the Client's request,

(together, "**Expenses**"). The Client shall reimburse Centaur in respect of any Expenses subject to the provision by Centaur (where practicable) of applicable receipts.

3. The Client's Obligations

3.1 The Client represents, warrants and undertakes that:

3.1.1 it shall provide to Centaur, in a timely manner and at no charge, its agents, subcontractors, consultants and employees such materials concerning the Client and the campaign to which the Lead Generation Services relate, as are reasonably required by Centaur; and

3.1.2 it shall only use the Lead Generation Services for internal business purposes and, without prejudice to the foregoing, shall not use the Lead Generation Services, the Deliverables or any Centaur Materials to develop a product or service that competes with any of the products or services provided by Centaur.

4. Data protection

Client Personal Data and Lead Generation Personal Data:

4.1 The Client may from time to time share Personal Data with Centaur for the purpose of Centaur using such data in accordance with the provision the Lead Generation Services ("**Client Personal Data**"). Centaur may also source personal data independently for the purpose of providing the Lead Generation Services ("**ReallyB2B Personal Data**") and share ReallyB2B Personal Data with the Client.

4.2 The Parties shall, in respect of Client Personal Data and Centaur Personal Data, comply with the provisions of this Schedule 4.

4.3 ReallyB2B shall have the right (but not the obligation) to audit the Client to ensure its compliance with this Schedule 4.

Acknowledgement of roles:

- 4.4 The Parties hereby acknowledge the following:
- 4.4.1 the Client shall be a controller in respect of Client Personal Data;
 - 4.4.2 Centaur shall be a processor of Client Personal Data in respect of providing the Lead Generation Services;
 - 4.4.3 Centaur shall, without prejudice to paragraph 4.4.2 be a controller in respect of Client Personal Data provided to it by the Client by virtue of the further processing carried out by Centaur, including enriching and enhancing the Client Personal Data;
 - 4.4.4 Centaur shall be a controller in respect of Centaur Personal Data; and
 - 4.4.5 the Client shall be a controller in respect of any Centaur Personal Data provided to it by Centaur by virtue of the indication of interest in the Client's goods and services by the individuals to which such Centaur Personal Data relates.
- 4.5 The Parties acknowledge that, upon the completion of the Lead Generation Services, each party shall be entitled to retain and process any Client Personal Data and Centaur Personal Data of which it is a controller.
- 4.6 The Parties shall not be joint controllers (as described in Article 26 of the GDPR/UK GDPR as applicable) in respect of either Client Personal Data or Centaur Personal Data.

Data Protection Obligations:

- 4.7 Each party shall, in relation to the sharing of any Client Personal Data or Centaur Personal Data or the processing of any Client Personal Data or Centaur Personal Data in connection with the performance of its obligations under the Terms:
- 4.7.1 comply with Data Protection Legislation (including ensuring it has a lawful basis for sharing or processing contemplated by the Terms);
 - 4.7.2 update any notice provided to data subjects pursuant to Articles 13 or 14 of the GDPR/UK GDPR, as applicable (each a **Notice**) as necessary to comply with Data Protection Legislation and to describe the sharing contemplated by the Terms;
 - 4.7.3 direct any data subject to which Client Personal Data or Centaur Personal Data relates to the appropriate Notice of the other party upon request by the data subject;
 - 4.7.4 provide reasonable assistance to the other party (at its own cost) to respond to any rights request from a data subject pursuant to Chapter III of the GDPR/ UK GDPR, as applicable, to the extent that such request relates to that party's processing of such Personal Data;
 - 4.7.5 without undue delay, notify the other party on becoming aware of any personal data breach of Client Personal Data or Centaur Personal Data which relates to processing under the Terms;
 - 4.7.6 ensure that any processors appointed by it in respect of Client Personal Data and Centaur Personal Data provide sufficient guarantees in respect of the security of the personal data; and
 - 4.7.7 provide the other party with the contact details of its data protection officer (as set out in Article 37 of the GDPR/UK GDPR, as applicable) or the person responsible for compliance data protection (as may be updated from time to time).
- 4.8 Without prejudice to paragraph 4.7.2 of this Schedule 4, the Client shall either:
- 4.8.1 name Centaur in its Notice; or
 - 4.8.2 include in its Notice a general statement informing data subjects that the Client appoints third parties to process Personal Data.
- 4.9 The Client warrants that it shall use its best endeavours to ensure that all information relating to data subjects that do not wish to be contacted in respect of marketing, including those that have directly or indirectly opted-out of receiving direct marketing and those on any of the Client's suppression lists (the **Suppression Data**), are provided to Centaur. The Client shall provide Suppression Data to Centaur prior to any campaign and throughout the campaign where the Suppression Data changes. Centaur shall not be responsible for not contacting any data subject included in the Suppression Data where this information is not provided to Centaur by the Client in advance of Centaur's communication, and the Client shall hold Centaur harmless from any complaint or liability in respect to the same.

Centaur's data processing obligations:

- 4.10 In respect of Client Personal Data processed by Centaur as a processor on behalf of the Client pursuant to paragraph 4.4.2 of this Schedule 4:
- 4.10.1 the subject matter and nature of the processing is as set out in the Booking Form;
 - 4.10.2 the purpose of the processing is to enable Centaur to provide the ReallyB2B Services;
 - 4.10.3 the type of Personal Data processed and categories of data subjects are set out in the Booking Form; and
 - 4.10.4 the duration of the processing is from the provision of the Client Personal Data by the Client to Centaur until completion of the ReallyB2B Services, unless the Terms are terminated earlier in accordance with clause 8.
- 4.11 To the extent that Centaur processes Client Personal Data pursuant to paragraph 4.4.2 of this Schedule 5 (and as described in paragraph 4.10 of this Schedule 4), Centaur shall:
- 4.11.1 only process such Client Personal Data as is necessary to fulfil its obligations under the Terms or in accordance with the Client's written instructions from time to time;
 - 4.11.2 not appoint a sub-processor without the Client's consent (and the Client consents to Centaur appointing sub-processors in accordance with paragraph 4.14 below), and in the event that the Client does provide such consent, Centaur shall ensure that such sub-processor is bound by terms similar to those of this paragraph 4.11 as it applies to Centaur hereunder and Centaur shall remain responsible for any breach by a sub-processor of any of the obligations under this paragraph 4.11;

- 4.11.3 not transfer Client Personal Data outside the UK and/or EEA, save where there are adequate measures in place to ensure that Client Personal Data is protected (and such adequate measures shall include: (i) transferring to a jurisdiction recognised as providing adequate protection for the rights and freedoms of data subjects in connection with the processing of their Personal Data by a European Commission adequacy decision or UK adequacy regulations (as applicable); (ii) transferring Personal Data under standard contractual clauses pursuant to European Commission Decisions 2004/915/EC or 2010/87/EU ; and (iii) any adequate measures replacing the foregoing including new versions of standard contractual clauses approved by the European Commission and/or UK Government (as applicable);
- 4.11.4 taking into account the nature of Centaur's processing and the information available to Centaur, provide reasonable assistance to the Client in the Client complying with its obligations under Data Protection Legislation in respect of Client Personal Data, including (where applicable) assisting the Client in complying with a data subject's rights as set out in Chapter III of the GDPR/UK GDPR (as applicable);
- 4.11.5 upon the expiration or termination of the Terms, and following a written request from the Client, delete or return to the Client all Client Personal Data, save to the extent that Centaur is legally required to retain any Client Personal Data or to the extent that Centaur is a controller in respect of such Client Personal Data;
- 4.11.6 if Centaur receives any complaint, notice or communication (from either a supervisory authority, the UK Information Commissioner's Office or a data subject) which relates directly to the processing of Client Personal Data or to the Client's compliance with Data Protection Legislation, notify the Client without undue delay and provide the Client and the supervisory authority and/or the UK Information Commissioner's Office (as applicable) with reasonable co-operation and assistance in relation to any such complaint, notice or communication;
- 4.11.7 notify the Client without undue delay upon becoming aware of any personal data breach relating to the Client Personal Data;
- 4.11.8 co-operate with the Client's reasonable written requests for Centaur to demonstrate its compliance with its obligations in this paragraph 4.10;
- 4.11.9 ensure that all individuals, parties, employees or other persons/entities authorised by Centaur to process Client Personal Data are bound by industry standard confidentiality obligations; and
- 4.11.10 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Client Personal Data, and against the accidental loss or destruction of, or damage to Client Personal Data, and such measures shall take into account:
 - 4.11.10.1 the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; the risk of varying likelihood and severity for the rights and freedoms of natural persons; and
 - 4.11.10.2 the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed.
- 4.12 To the extent that Centaur processes Client Personal Data pursuant to paragraph 4.4.2 of this Schedule 4, the Client shall:
 - 4.12.1 ensure that all necessary clearances, consents and/or permissions are obtained, or that suitable lawful bases are satisfied (as set out in Data Protection Legislation) to enable Centaur to process Client Personal Data under the Terms; and
 - 4.12.2 provide data subjects with any necessary notifications and any other information required under Data Protection Legislation in respect of Centaur's use of Client Personal Data under the Terms.
- 4.13 The Client warrants and undertakes that:
 - 4.13.1 it shall comply with all of its obligations under Data Protection Legislation;
 - 4.13.2 it shall not instruct Centaur to process Client Personal Data unlawfully; and
 - 4.13.3 the clearances, consents, permissions and/or lawful conditions and notifications and/or information referred to in Paragraphs 4.12.1 and 4.12.2 above have been or shall in any event be obtained and/or satisfied and/or provided (as applicable) in advance of the date on which any Client Personal Data is provided to Centaur pursuant to the Terms.
- 4.14 Centaur may add or replace sub-processors from time to time provided that Centaur notifies the Client in writing in advance of any such change and, unless the Client sends written notification to Centaur within five Business Days of Centaur's notification, setting out its objection to any new sub-processor, the Client will be deemed to have consented to Centaur's appointment of such sub-processor. The Client hereby consents to the appointment of those sub-processors listed in the Booking Form.

SCHEDULE 5

REGISTRANT DATA

Where Centaur is providing the Client with Registrant Data as specified in the Booking Form the following additional terms shall apply:

- 1.1 The Parties acknowledge and agree that the Registrant Data relates to individuals in their professional capacities and is provided to the Client for the following purposes (as applicable) (“**Purposes**”) which are in the Parties’ legitimate business interests:
 - 1.1.1 facilitating the Registrants receiving and engaging with Sponsored Content; and/or
 - 1.1.2 the Client and/or the Advertiser promoting its goods and services.
- 1.2 The Parties hereby acknowledge that as between Centaur on the one hand and the Client and, if applicable, the Advertiser on the other:
 - 1.2.1 Centaur acts as a controller in respect of collecting Registrant Data and providing Registrant Data to the Client; and
 - 1.2.2 the Client and, if applicable, the Advertiser is/are controllers in respect of its and/or their use of the Registrant Data;
 - 1.2.3 Centaur, the Client and, if applicable, the Advertiser, are not joint controllers; and
 - 1.2.4 the Client has sole responsibility for any processing activities carried out by the Client and, if applicable, the Advertiser in respect of any Registrant Data provided by Centaur under these Terms.
- 1.3 The Client warrants to Centaur that Client (and, if applicable, Advertiser) shall:
 - 1.3.1 comply with its obligations as a controller under Data Protection Legislation in respect of its processing of Registrant Data;
 - 1.3.2 without prejudice to paragraph 1.3.1 only send marketing to Registrants in accordance with Data Protection Legislation; and
 - 1.3.3 not use Registrant Data for any purposes incompatible with the Purposes.
- 1.4 Centaur reserves the right to withhold some or all Registrant Data where Centaur determines it is necessary to do so to comply with its obligations under Data Protection Legislation, and Centaur shall not be deemed in breach of any of its obligations under the Terms in exercising its rights under this paragraph 1.4.
- 1.5 Centaur shall not in any circumstances be liable to the Client (or, if applicable the Advertiser) in respect of any processing by the Client (or, if applicable, the Advertiser) of Registrant Data provided by Centaur under these Terms.

ADVERTISEMENT GUIDELINES

Centaur requires all advertisers submitting advertisements for publication to ensure their advertisements comply with the following guidelines. Advertisers are also responsible for ensuring that their advertisements comply with all applicable laws, statutes, and regulations. Centaur reserves the right to reject or remove any advertisement in its sole discretion at any time.

Restricted Products and Services

Centaur reserves the right to not accept advertisements containing or relating to certain products or services in order to maintain the integrity of the website/publication and ensure a consistent user experience. Restricted products or services include, but are not limited to, those listed below.

- Adult or sexual products
- Alcohol and alcohol related products
- Drugs or drug paraphernalia
- Cigarettes, cigars, electronic cigarettes, smokeless tobacco and other tobacco products and accessories
- Gambling, including contests, sweepstakes, lotteries, casinos & games of chance
- Products or services that bypass copyright protection, such as software, cable or satellite signal descramblers
- Counterfeit, fake or bootleg products, or replicas or imitations of designer products
- Dating or other sites that promote casual sex, or international match-making services.
- Degrees or transcripts for sale or offered by non-accredited universities or programs, "life experience" degrees, academic paper-writing services or the sale of pre-written essays, theses and dissertations
- Advertisements that promote particular securities or that provide or allege to provide insider tips
- Firearms, parts for firearms, air guns (including pellet and BB guns), paintball guns, other weapons, ammunition or fireworks.
- Get rich quick schemes, "free money", or similar money-making opportunities or offers
- Promotion of short-term loan advertisers, such as payday loans or cash advances
- Offers to compensate users for clicking on advertisements, performing web searches, viewing web sites or reading emails, etc.
- Products/services that claim to repair bad credit
- Personal care, medical or health products that create an unrealistic expectation about the success of the product/service
- Products and services of questionable legality
- Sites that require non-refundable fees to bid on auction items (e.g. "penny" or "bidding fee" auctions).
- Testosterone boosters and products that promote or infer sexual enhancement or weight loss as a result of their use
- Offers for accessing and/or removing arrest booking images or criminal background checks
- Aerosol paint products, etching cream, body branding
- Advertisements that, at Centaur's sole discretion, promote low quality products or services
- Abortion-themed advertising
- Weight Loss products and services

Restricted Images and Content

Centaur may not accept advertisements containing or relating to certain content. This content includes, but is not limited to, that listed below.

- Illegal content or content promoting illegal activity
- False, misleading or fraudulent content
- Sexually suggestive text, images or situations
- Shocking, sensational or offensive content, or content containing excessive violence
- Defamatory, libelous or threatening images or language
- Content which insults, attacks, harasses, bullies, threatens, demeans or impersonates others
- Age-Restricted Content - advertisements targeted to minors must not promote products, services, or content that is inappropriate, illegal, or unsafe, or that exploits, misleads, or exerts undue pressure on the age groups targeted
- Religious-themed advertisements
- Content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights