

Terms & Conditions

1 DEFINITIONS

1.1 Definitions. In these terms and conditions (the "Terms"), the following expressions shall, unless the context otherwise requires, have the following meanings:

"Additional Regulations" means, but is not limited to, the General Event Rules and Regulations, the Event Manual, or the Marketing Guidelines issued by the Organiser and any regulations issued by the Venue Owner in relation to the Event.

"Agreement" refers to the contractual agreement between the Sponsor or Exhibitor and the Organiser, whereby the Sponsor or Exhibitor commits to sponsoring and/or occupying Space at the Event in accordance with these Terms.

"Applicable Laws" refers to the laws of Italy and any other laws, regulations, regulatory policies, guidelines, or industry codes that govern the rights and obligations of the parties.

"Application" means an application completed by the Sponsor or Exhibitor and submitted to the Organiser for Sponsorship or Exhibiting made pursuant to clause 3 of these Terms.

"Charges" means the aggregate fees charged by the Organiser to the Sponsor or Exhibitor pursuant to the Agreement.

"Data Protection Laws" means any Applicable Laws which govern the collection and processing of personal data (as amended or superseded from time to time) including (without limitation and as applicable) the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Electronic Communications Data Protection Directive (2002/58/EC), and the General Data Protection Regulation (EU 2016/679) (GDPR).

"Dismantling Period" means the period specified by the Organiser for the removal of all Exhibits and Stands from the Venue as applicable.

"Event" means the event details as detailed in the Exhibit space agreement and sales brochure and all other MEGAWatt's marketing materials.

"Show Date", is the proposed date of the Event.

"Event Manual" means the manual of information provided by the Organiser to the Sponsor or Exhibitor in relation to the Event.

"Exhibit" means any article so described by the Sponsor or Exhibitor and permitted by the Organiser to be exhibited at the Event.

"Exhibitor" means any individual who has applied for and been accepted for Exhibition space at an Event by the Organiser, in accordance with the terms of the Agreement. This includes all personnel, employees, servants, and agents of such individual.

"General Event Rules and Regulations" means governing the conduct of the Event as provided by the Organiser.

"Installation Period" means the period designated for the installation of all Exhibits and Stands at the Venue, as applicable.

"Intellectual Property Rights" ("IP") means Patents, rights to inventions, copyrights, trademarks, business names, domain names, rights in designs, database rights, confidentiality rights, and all other intellectual property rights, whether registered or unregistered, as outlined in detail within these Terms.

"Marketing Guidelines" means information, rules, and guidelines relating to marketing issues in connection with the Event provided by the Organiser to the Sponsor or Exhibitor in the form of an online Exhibitor Portal.

"Organiser" means MEGAWatt S.r.l., with company VAT number IT04755830165, whose registered office is at Via Papa Giovanni XXIII no. 19, cap 24050 Orio al Serio (BG) Italy, or such other nominated group company, the details of which are set out in the Agreement.

"Organiser IP" means the Intellectual Property Rights belonging to the Organiser.

Personal Data and processing shall have the respective meanings given to them in Data Protection Laws from time to time (and related expressions shall be construed accordingly), and Personal Data Breach shall have the meaning given to it in the GDPR (as amended or superseded from time to time).

"Product" refer to all tangible or intangible items offered by the Organiser such as Space Package, Insurance Scheme, Listing and Co-exhibitor fee, Sponsorship and all other services subject to a payment fee.

"Space" refers to the area of physical space at the Venue that may be allocated to the Sponsor or Exhibitor by the Organiser in accordance with the Agreement.

"Exhibit Space" means the license to occupy the Space and the provision of the Space Services by the Organiser.

"Space Services" refers to the services provided by the Organiser and/or the Venue Owner in connection with the Event, which may include, but are not limited to, internet listings, access to public relations and marketing teams, onsite first aid, invitations to events and functions, a level of cleaning, and inclusion in associated print material. Further information on this will be available from the event team and provided in the Event Manual and/or Marketing Guidelines and/or Front Sheet.

"Sponsor" refers to any person who applied for and been accepted for Sponsorship in respect of an Event by the Organiser, pursuant to the terms of

the Agreement, and shall include all staff, employees, servants, and agents of such person.

"Sponsor or Exhibitor IP" refers to the name of the Sponsor or Exhibitor, its logo(s), and any other trademarks, service marks, brand names, logos, get-up, copyright, or any other intellectual property rights, whether registered or unregistered, anywhere in the world, owned by the Sponsor or Exhibitor.

"Sponsor or Exhibitor Materials" refer to all promotional, advertising, and marketing materials, including the Sponsor or Exhibitor IP, in whatever form provided by the Sponsor or Exhibitor, together with any associated artwork, design, slogan, text, and other collateral marketing signs to be used for the Event, which have been approved by the Organiser.

"Sponsorship" means any form of sponsorship or Event package in relation to the Event, as detailed in the Agreement.

"Stand" refers to all erections on the Space.

"VAT" refers to value-added tax chargeable under the Italian VAT d.p.r. Act 633/1972.

"Venue" refers to the Event venue in which the Event shall take place.

"Venue Owner" refers to the proprietor of the Venue, together with its authorized agents, employees, and subcontractors.

2 DURATION OF THE EVENT & TIMETABLE

2.1 The times and dates of:

- (a) the Event;
- (b) the open hours of the Event;
- (c) the Installation Period; and
- (d) the Dismantling Period will be as specified by the Organiser in the Event Manual or communicated through other means.

3 APPLICATION & ACCEPTANCE PROCEDURE

3.1 Submission of Applications:

(a) Prospective Sponsors or Exhibitors are required to submit their applications in writing. However, the Organiser retains the discretion to accept applications through alternative means. These Terms shall govern all applications, irrespective of the method of submission.

(b) By submitting an application, a Sponsor or Exhibitor is making an offer for a Space Package at an Event.

3.2 Acceptance of Applications:

(a) The Organiser reserves the right to accept or reject any application from a prospective Sponsor or Exhibitor.

(b) A legally binding Agreement shall only be established upon the Organiser's written acceptance of the Sponsor's or Exhibitor's application, followed by transmission of the Exhibitor space agreement to the Sponsor or Exhibitor.

3.3 Rejection of Applications:

(a) The Agreement becomes binding solely upon the Organiser's signing of a written acceptance of Exhibitor space agreement sent by the Sponsor's or Exhibitor's.

3.4 Authority of Signatories:

(a) Any individual signing an application is presumed to possess full authorization to do so on behalf of the Sponsor or Exhibitor.

(b) The Sponsor or Exhibitor forfeits any right to contest the validity of the signature based on a lack of authority of the signatory.

4 OCCUPATION OF STAND

4.1 The Organiser will provide the Sponsor or Exhibitor with the Space Package and, if applicable, grant a license to occupy the Space for exhibiting Exhibits during the Event, as outlined in the Agreement.

4.2 During the Installation Period, the Sponsor or Exhibitor must set up their Exhibits and Stands, and during the Dismantling Period, they must remove them. Stands cannot be constructed in the Space unless plans have been submitted and approved by the Organiser within the designated timeframe specified in the Event Manual.

4.3 The Organiser retains the right to access any Stand or Space at all times.

4.4 Stands may not be used for commercial purposes, such as selling goods, unless explicitly permitted under the Agreement.

5 PARTICIPATION FEE

5.1 Standard Participation fee. The participation fee encompasses the rental of stand space and includes a comprehensive range of services provided by the Organiser. These services notably comprise: consultation on stand planning, guidance on technical specifications and requirements for stand design at the venue, assistance with stand setup and dismantling, conceptualization and public relations efforts for the fair, visitor marketing and acquisition initiatives, coordination and execution of trade fair-related opening events, press conferences, presentations, and exhibitor evenings, as long as these events are organized by the Organiser. Additionally, the fee covers the coordination and implementation of forums and special exhibits, whether organized directly by the Organiser or by third parties on its behalf. It also includes the provision of exhibitor passes for authorized personnel as outlined in clause 5.6 "Exhibitor Passes." Other services covered by the participation fee encompass general

lighting, heating, and air-conditioning for all the exhibition center, basic security services for the event site, regular cleaning of common areas, provision of loudspeaker systems for visitor information, signage, visitor lounges, meeting rooms, and catering facilities for exhibitors, visitors, and the press within the exhibition premises. Moreover, the fee includes the deployment of first-aid personnel and assistance with traffic routing to and within the event site.

5.2 Mandatory Listing Fee. Exhibitors will incur a mandatory listing fee for each of their stands, totaling EUR 500. This fee covers the essential entry in the trade fair media and other communication services, both digital and printed. Exhibitors have the option to secure additional entries in the respective advertising media for an additional charge. Prices for these supplementary listing and promotional opportunities are detailed on the corresponding order forms, which will be distributed to exhibitors by the media services partner contracted by the Organiser.

5.3 Fixed waste-disposal fee. Exhibitors are required to pay a mandatory, fixed-rate waste disposal fee of EUR 6.50 per square meter. This fee is intended to cover the disposal of all waste produced at the exhibitor's booth during setup, dismantling, and throughout the duration of the trade fair. It's important to note that the disposal of production waste, entire stand elements, and complete exhibition stands is not included in this fee.

5.4 Co-exhibitors. Participation of Companies as Co-Exhibitors is generally allowed, but subject to prior authorization by the Organiser. Approval for participation will only be granted if the co-exhibitor meets the eligibility criteria to participate as an exhibitor.

The registration fee for each co-exhibitor is EUR 650. Additionally, a mandatory communication fee of EUR 500 will be charged for each co-exhibitor. This communication fee includes the same services as those provided for the main exhibitor (under clause 5).

Co-exhibitors must be registered under the application of the Main Exhibitor. Both the registration fee and mandatory communication fee will be invoiced to the main exhibitor.

Participation of companies as additionally represented entities is not permitted. For each co-exhibitor without the Organiser's approval, the Organiser reserves the right to impose a penalty charge of EUR 1,500 on the exhibitor. Additionally, MW may require co-exhibitors without its approval to vacate the stand. Failure by the exhibitor to promptly comply with Organiser's vacation demand may result in the Organisers exercising its right of extraordinary cancellation regarding the contractual relationship between the Organiser and the exhibitor.

5.5 Shell Scheme Package Fee. The Shell Scheme Package Fee encompasses the Standard Participation fee, the rental of a standard booth layout included, short gray carpet, perimetral white walls, no. 01 company name and booth number; each 9 sqm no. 04 spotlight and no. 01 220V socket, no. 1 desk, no. 02 stools.

5.6 Exhibitor passes. During the duration of the fair, each exhibitor will be provided with a designated number of complimentary exhibitor passes for their stand.

up to 20 m2 of stand space – 3 exhibitor passes

as from 21 m2 for every further 10 m2 or part thereof - 2 exhibitor pass in addition

as from 61 m2 for every further 20 m2 or part thereof - 2 exhibitor pass in addition

Co-exhibitors are entitled to one (1) complimentary exhibitor pass each.

Additional exhibitor passes can be required to Organisers. It's important to note that exhibitor passes are exclusively for stand staff.

Please be aware that exhibitor passes do not grant free access to local public transport.

Kindly note that a distinct allocation applies to joint pavilion stands: the joint pavilion organizer and each co-exhibitor will receive 3 complimentary exhibitor passes each.

6 PAYMENT

6.1 Payment by the Sponsor or Exhibitor must adhere to the payment terms specified in the Agreement. The Exhibitor or Sponsor will receive an immediate invoice to be paid within 7 days.

6.2 If the contract is signed and submitted within 120 days prior to the Event Commencement Date, the Sponsor or Exhibitor must pay 100% of the Charges upon signing the Agreement, notwithstanding clause 6.1.

6.3 Any additional fees, apart from the Charges, must be paid by the Sponsor or Exhibitor within thirty (15) days from the date of the Organiser's invoice. If these fees are due within 30 days of the Event Commencement Date, payment must be made before the starting of the build-up period, unless otherwise specified in the Agreement.

6.4 Failure by the Sponsor or Exhibitor to make payments in accordance with the Agreement may result in the Organiser refusing to allow them to occupy the Space until all outstanding payments are received and cleared.

6.5 Unless explicitly stated otherwise, all quoted sums exclude VAT and any other applicable taxes, which the Sponsor or Exhibitor must pay in addition to the Charges.

6.6 Payments from all Sponsors or Exhibitors must be made via bank transfer, unless specified differently in the Agreement.

6.7 All payments to the Organiser under this Agreement must be made without any deductions for currency control restrictions, bank charges, fees, duties, or other transactional costs, which are the sole responsibility of the Sponsor or Exhibitor.

6.8 If any payment is outstanding less than 30 (thirty) days before the Event's opening, the Sponsor or Exhibitor must make the payment via bank transfer and immediately submit to the Organiser the proof of payment via email. The Sponsor or Exhibitor cannot withhold any payment, in whole or in part, based on claims, counterclaims, or set-offs against the Organiser.

6.9 In case of late payment of any Charges as per the Agreement's terms, the Organiser reserves the right to charge interest on the overdue amount at an annual rate of 3% above the base lending rate of the European Central Bank.

7 CANCELLATION BY SPONSOR OR EXHIBITOR

7.1 Should the Sponsor or Exhibitor:

- (i) Request to withdraw the contract after its signature;
 - (ii) Fail to fulfill any payment obligations outlined in the Agreement, whether regarding amounts or deadlines; or
 - (iii) Fail to occupy the allocated Space by the Event Commencement Date opening time as per the Agreement,
- THEN the Organiser reserves the right, though not obligated, to consider the Agreement canceled.

7.2 Upon cancellation of the Agreement under clause 7.1 or clause 14, unless otherwise mutually agreed upon in writing, all Charges and any additional fees shall remain fully due and payable by the Sponsor or Exhibitor.

If such cancellation will be received by the organizers within three months from the signature of the contract and in any case, at least five months from the beginning of the exhibition, the Exhibitor will be entitled to be reimbursed for the amount paid diminished by any charges and damages incurred by the Organiser directly or indirectly due to such cancellation.

7.3 If the Sponsor or Exhibitor intends to cancel their contract, written notice of such intent must be forwarded to and received by the Organiser.

7.4 The Sponsor or Exhibitor is responsible for indemnifying and holding the Organiser harmless against all expenses, costs, claims, losses, and liabilities related to the contract signed, including any charges and damages incurred by the Organiser directly or indirectly due to such cancellation.

8 MODIFICATION OF SPACE PACKAGE

If a Sponsor or Exhibitor wishes to decrease the size of the booked Space Package after the signature of the Exhibitor space agreement, they must submit such a request to the Organiser via recorded delivery post. The Organiser is not obligated to approve the Sponsor or Exhibitor's request for a reduction in Space Package. Any request for such a reduction will not entitle the Sponsor or Exhibitor to any reimbursement of Charges or additional fees.

9 GENERAL OBLIGATIONS OF THE SPONSOR OR EXHIBITOR

9.1 The Sponsor or Exhibitor, upon acquiring a Stand for the Event, agrees to:

- (a) occupy the Stand and allotted Space, complete any necessary fitting works, ensure proper dressing and maintenance of the Stand, and position all Exhibits by the end of the Installation Period;
- (b) keep all Exhibits visible and the Stand adequately staffed during the Event's opening hours, refraining from dismantling the Stand before the Event concludes;
- (c) clear the Venue of all Exhibits, fittings, waste, and other items by the end of the Dismantling Period;
- (d) refrain from selling, distributing, or offering any food, drink, or tobacco from the Stand unless approved by the Venue Owner or its designated catering contractor, or as agreed by the Organiser;
- (e) obtain prior written consent from the Organiser before promoting or conducting any competitions, lotteries, or draws at the Event;
- (f) avoid any activities that may cause nuisance or violate any licenses held by the Organiser, Venue Owner, or appointed contractors, ensuring that sound levels from the Stand remain within acceptable limits;
- (g) prevent any actions that may cause damage, defacement, or harm to the Venue, property, or individuals affiliated with the Organiser, Venue Owner, Sponsors, Exhibitors, or visitors;
- (h) adhere to all Applicable Laws, Event Manual rules, and regulations provided by the Organiser at all times; and
- (i) limit business activities and distribution of literature to the Stand only, refraining from diverting visitors to other business premises.

9.2 Only items deemed relevant to the Event by the Organiser may be exhibited or displayed from the Stand.

9.3 The Sponsor or Exhibitor shall cooperate with the Organiser, providing Sponsor and Exhibition Materials as requested, in an agreed format, and within specified timelines. These materials must be subject to prior approval by the Organiser.

9.4 The Sponsor or Exhibitor must secure and maintain insurance coverage with a reputable insurer for its participation at the Event. This insurance must meet the requirements outlined in clause 9, including public liability coverage for losses, damages, or injuries resulting from the Sponsor's or Exhibitor's

negligence. Upon request, the Sponsor or Exhibitor must furnish the Organiser with insurance certificates and evidence of payments under the insurance policy, by the specified deadline. Failure to do so may delay the distribution of Sponsor or Exhibition Materials.

10 EXHIBITOR INSURANCE SCHEME

10.1 As a condition precedent to this Agreement, Exhibitors must secure adequate insurance coverage to protect themselves and all individuals present at the Exhibition. The Organiser mandates that Exhibitors possess sufficient Public Liability insurance when participating in its events. The following are the minimum coverage thresholds requested. Exhibitor must submit to the Organiser a proper certificate of their insurance coverage within three months from the beginning of the exhibition. In case the submitted insurance coverage doesn't respect the minimum coverage requested by the Organiser, the Exhibitors accept the application of the exhibition coverage protection scheme that the Organiser will immediately activate under its insurance policy for a participation fee of 250,00 Euros that the Exhibitor accept to pay. Upon payment of the participation fee as specified on our invoice, the Exhibitors will receive an "Evidence of Insurance as an Exhibitor" document outlining the provided coverage.

The standard coverage limits are as follows:

Coverage Heading: Exhibitor Liability

Standard Limit: 2.000.000,00 EUR per occurrence

Brief Summary of Coverage: Legal liability to pay compensation, legal costs, and expenses resulting from accidental death or injury to a third party and/or damage to their property at the Venue.

10.2 If you believe you already possess adequate Public Liability coverage, you must submit proof of the adequate insurance policy certificate to info@megawattexpo.com. The Organiser will then review it. This insurance proof must be submitted within 30 days from the contract's signature and in any case within three months from the beginning of the exhibition.

If for any reason your Public Liability coverage is deemed insufficient by the Organiser, you will not be entitled to a refund of the Exhibitor Protection Scheme automatically activated.

10.3 The Organiser assumes no contractual, tortious, negligent, statutory, or other liability (to the maximum extent permitted by applicable law) arising from the use, quality, fitness for purpose, access to, or provision of the insurance policy. The Organiser disclaims all responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of the insurance Agency or any third parties required to provide the insurance policy and related services under this Clause 9.

11 POWERS AND DISCRETION OF THE ORGANISER

11.1 The Organiser retains sole discretion to:

- (a) Allocate Space to the Sponsor or Exhibitor different from the applied Space;
- (b) Modify the allocated Space and/or Stand, with any reduction resulting in a pro-rata refund;
- (c) Adjust the Event's layout, including Stands and Space, and amend the scope of Space Services;
- (d) Refuse admission or remove individuals deemed undesirable from the Event, regardless of their affiliation with the Sponsor or Exhibitor;
- (e) Remove objectionable items from the Stand or Venue at the Sponsor or Exhibitor's expense;
- (f) Change Event dates, hours, and the Dismantling Period's duration;
- (g) Amend these Terms or grant exceptions in special circumstances.

11.2 The Organiser may utilize Sponsor or Exhibitor IP or other materials provided by them in any Event-related format.

11.3 The Sponsor or Exhibitor assures that their provided IP:

- (a) Is accurate and not misleading;
- (b) Is owned by them;
- (c) Is not offensive, abusive, or infringing upon third-party rights.

11.4 The Sponsor or Exhibitor grants the Organiser a non-exclusive, royalty-free license to use their IP solely for Event-related purposes.

11.5 The Sponsor or Exhibitor indemnifies the Organiser against any claims arising from IP infringement related to Event promotion.

11.6 The Organiser may remove Sponsor or Exhibitor IP if it breaches the agreement.

11.7 The Organiser is not liable for errors in Event materials.

11.8 The Sponsor or Exhibitor must obtain written consent before using Organiser's IP for any purpose.

12 SPONSORS' AND EXHIBITOR'S LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

12.1 The Sponsor or Exhibitor, along with their agents, contractors, or other invitees, shall bear sole responsibility and risk for all Exhibits, fittings, and items brought into the Event. Except in cases of negligence by its employees, the Organiser shall not be liable for any loss or damage to such items.

12.2 The Sponsor or Exhibitor shall indemnify and hold the Organiser harmless against all loss, damages, costs, charges, and expenses arising from:

- (a) Any breach of the Agreement by the Sponsor or Exhibitor;
- (b) Losses due to default or negligence of the Sponsor or Exhibitor, their agents, subcontractors, invitees, or employees;
- (c) Any liability or claim by a third party arising from the Sponsor or Exhibitor's default or negligence or breach of the Agreement terms.

12.3 The Sponsor or Exhibitor's total liability for a claim by the Organiser regarding loss or damage suffered due to Agreement breach shall not exceed the higher of: (a) The insured sums maintained by the Sponsor or Exhibitor as per their insurance obligation outlined in clause 10.1; (b) 2 million. This limitation does not apply to liabilities under clause 11.5 (Sponsor IP indemnity) or clause 23 (Data Protection).

13 LIMITATION OF ORGANISER'S LIABILITY

13.1 The Organiser does not warrant the Event's overall nature, including the presence, absence, or location of any third party at the Event. While the Organiser will act in good faith, any indication of third-party presence on floor plans or stand numbers, or any statement regarding provisional or confirmed attendance by a third party, does not constitute a guarantee by the Organiser that said third party will attend the Event. The Organiser shall not be held liable for the absence of any third party from the Event.

13.2 The Organiser may, at its discretion, provide updates to the Sponsor or Exhibitor regarding the number of visitors or delegates registered to attend the Event, but it does not guarantee a minimum number of delegates.

13.3 The Agreement does not exclude or limit the liability of either the Sponsor or Exhibitor or the Organiser for:

- (a) Death or personal injury resulting from negligence by either the Sponsor or Exhibitor or the Organiser, their servants, agents, or employees;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other liability that cannot be excluded or limited by applicable law.

13.4 Notwithstanding clause 13.3, the Organiser's total liability for any claim by the Sponsor or Exhibitor, including breach of contract, tort (including negligence), misrepresentation, or breach of statutory duty, shall not exceed 125% of the Charges paid by the Sponsor or Exhibitor.

13.5 The Organiser shall not be liable for:

- (a) Indirect or consequential losses, damages, costs, or expenses;
- (b) Loss of profit;
- (c) Loss of sales or business; or
- (d) Loss of or damage to goodwill.

13.6 The Organiser shall not be liable for any claim made by the Sponsor or Exhibitor more than one (1) years after the Event or, in the case of a series of Events, the first such Event that gives rise to such claim.

13.7 Except as expressly set out in the Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations), and warranties relating to services provided in respect of the Event, whether imposed by statute or by operation of law or otherwise. This exclusion includes, without limitation, implied warranties of satisfactory quality and fitness for a particular purpose.

13.8 Each provision of this clause 13, excluding or limiting liability, shall be construed separately. These provisions shall apply and survive even if, for any reason, one or more of them is held inapplicable or unenforceable in any circumstances. Furthermore, these provisions shall remain in force notwithstanding the expiry or termination of this Agreement.

14 CANCELLATION OR POSTPONEMENT BY ORGANISER/FORCE MAJEURE

14.1 In the event that circumstances arise, such as the Venue becoming unfit or unavailable for occupancy (at the absolute discretion of the Organiser) or situations arise beyond the Organiser's control, including fire, flood, government intervention, acts of war, terrorism, pandemic or natural disasters, rendering it impossible or impractical to hold the Event, the Organiser reserves the right (but is not obligated):

- (a) to change the location and/or date of the Event;
- (b) to curtail the Event;
- (c) to reduce the Installation Period, Dismantling Period, or the Event's opening hours; or
- (d) to cancel the Event.

14.2 Under the circumstances outlined in clause 14.1, and subject to clause 14.3, the parties acknowledge and agree that the Organiser shall not be liable to the Sponsor or Exhibitor for refunds, additional expenses, charges, or any other losses or damages suffered.

14.3 If the Event is cancelled according to clause 14.1(d), the Sponsor or Exhibitor agrees to accept, as complete settlement and discharge of all claims against the Organiser, a pro-rata share of the total amount paid by all Sponsors or Exhibitors at the Event, minus reasonable costs and expenses incurred by the Organiser related to the Event. This includes establishing a reserve at the Organiser's sole discretion for future claims and expenses.

14.4 If the Organiser cancels or postpones the Event for reasons other than those outlined in clause 14.1, including insufficient support from Exhibitors or Sponsors, the Organiser will make reasonable efforts to reschedule the Event

for a later date within the following 24 months. The Agreement will remain in effect for any rescheduled Event within that timeframe. If rescheduling is not feasible or considered a reasonable alternative by the Organiser, the Agreement will terminate, and the Organiser will refund to the Sponsor or Exhibitor all Charges paid. The Sponsor or Exhibitor acknowledges and agrees that it will have no further claims against the Organiser regarding such cancellation.

14.5 In the event of any change in ownership, control, or management of the Megawatt Exhibition & Conference project, including but not limited to a transfer or assignment to a third party, all clauses of this Agreement shall remain in full force and effect. The contract shall continue to be binding upon all parties, including any successors, assignees, or transferees of the Organiser.

15 TERMINATION AND WITHDRAWAL

15.1 The Organiser reserves the right to terminate the Agreement by providing written notice in the following circumstances:

- (a) Non-payment: If any part of the amounts owed by the Sponsor or Exhibitor to the Organiser remains unpaid for more than fifteen days from the due dates, whether formally demanded or not.
- (b) Breach of Terms: If the Sponsor or Exhibitor fails to comply with any terms of the Agreement.
- (c) Financial Distress: If the Sponsor or Exhibitor undergoes receivership, administration, winding-up, dissolution, bankruptcy proceedings, or enters into any arrangement with creditors.

15.2 Upon termination, the Sponsor or Exhibitor remains obligated to fulfill any outstanding payments due to the Organiser as per the Agreement prior to termination.

16 ASSIGNMENT AND SUBCONTRACTING

16.1 The Sponsor or Exhibitor shall not transfer, assign, sublet, or otherwise dispose of this Agreement or any of its rights, obligations, or liabilities under this Agreement, whether in whole or in part, without the prior written consent of the Organiser.

16.2 The Organiser reserves the right to transfer, assign, or delegate its rights, obligations, or liabilities under this Agreement, either in whole or in part, to any other person, entity, or company. Notice of any such assignment shall be provided to the Sponsor or Exhibitor. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Organiser and, if the Organiser's written consent is obtained, the successors and assigns of the Sponsor or Exhibitor.

17 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties, superseding all prior agreements, arrangements, understandings, warranties, and representations, whether written or oral, relating to the subject matter herein.

18 RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or principal-agent relationship between the parties hereto.

19 RIGHTS OF THIRD PARTIES

No person who is not a party to this Agreement shall have any rights to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act or otherwise.

20 SEVERABILITY

If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Such invalid, illegal, or unenforceable provision or part thereof shall be deemed to be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if such modification is not possible, it shall be deemed deleted.

21 VARIATION AND WAIVER

21.1 Any modification of this Agreement shall be valid only if made in writing and signed by both parties (or their authorized representatives).

21.2 Waiver of any provision of this Agreement shall be effective only if it is in writing and signed by the waiving party. A waiver of any breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default, nor shall it affect the rights of the waiving party with respect to any other provisions of this Agreement. Any delay or failure to exercise, or the partial exercise of, any right or remedy under this Agreement shall not operate as a waiver thereof, nor shall it prevent or restrict the further exercise of such right or remedy.

22 BRIBERY ACT

The Sponsor or Exhibitor shall comply, and shall ensure that its authorized employees, subcontractors, agents, or any person acting on its behalf comply, with the bribery provisions outlined in the Italian Criminal Code (ICC).

If the Sponsor or Exhibitor, or any of its authorized employees, subcontractors, agents, or any person acting on its behalf, commits an offense under the Italian Criminal Code (ICC), bribery provisions, the Organiser shall have the right to:

- (a) terminate the Agreement immediately by providing written notice to the Sponsor or Exhibitor and recover from them any losses resulting from the termination;
- (b) recover from the Sponsor or Exhibitor the amount or value of any gifts, consideration, or commission received;
- (c) recover from the Sponsor or Exhibitor any other losses incurred as a result of any breach of this clause 22, regardless of whether the Agreement is terminated.

23 DATA PROTECTION

23.1 The Sponsor or Exhibitor affirms its understanding and compliance with all Data Protection Laws and commits to fulfilling any applicable requirements under such laws.

23.2 By agreeing to these terms, the Sponsor or Exhibitor agrees to indemnify and absolve the Organiser from any expenses, costs, claims, losses, or liabilities incurred or potentially incurred due to the Sponsor or Exhibitor's failure to adhere to Data Protection Laws. This includes, but is not limited to, the failure to implement appropriate technical and contractual measures to safeguard Personal Data against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction.

23.3 The Sponsor or Exhibitor shall:

- (a) Furnish the Organiser with necessary information to ascertain compliance with Data Protection Laws.
- (b) Promptly notify the Organiser of any suspected or actual Personal Data Breach concerning Personal Data collected by or on behalf of the Organiser.
- (c) Ensure that its actions or omissions do not knowingly or negligently lead to a breach of the Organiser's obligations under Data Protection Laws.

23.4 These provisions concerning data protection shall remain in effect throughout the duration of the agreement and indefinitely after its expiration or termination.

24 GOVERNING LAW

The Agreement's validity, interpretation, and execution, as well as any disputes or claims arising from it (including non-contractual disputes or claims), shall be governed by and construed in accordance with Italian Law. Such disputes or claims shall fall under the exclusive jurisdiction of the Italian Courts.