

INSTITUTIONAL INVESTOR EVENT PARTICIPANT TERMS AND CONDITIONS

These terms and conditions (the “Terms”), apply to all Participants at Events (in each case as defined below).

Your attendance at an Event indicates your agreement to these Terms.

1 Definitions

In these Terms the following capitalized words and expressions have the meanings set out against them below:

“we/us/our/Institutional Investor” : Institutional Investor and/or any of its Group Companies.

“Ancillary Event” : any excursion or event, including, for example, a field trip, networking event, tour of production facilities, site visit, boat trip, aircraft ride, or any other excursion which is arranged by Institutional Investor for Participants at an Event.

“Ancillary Terms” : any supplementary terms and conditions which may be applicable to an Ancillary Event.

“Business Day” : a day, not including a Saturday or Sunday, when ordinary banks are open for their full range of normal business in the United States.

“Content” : materials, data, information and products provided by Institutional Investor or its event partners at, relating to or forming part of the Event.

“Data Protection Laws” : any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC; and any judicial or administrative interpretative of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.

“Event” : an event operated by or on behalf of Institutional Investor including a conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training and Ancillary Events.

“Event Confirmation” : our written (including digital) confirmation of your registration for a place at that Event.

“Event Dates” : the dates on which the Event is scheduled to take place.

“Event Marks” : trade marks and service marks owned by or licensed to Institutional Investor relating to the Event.

“Event Sponsor” : a person or company which has entered into a sponsorship agreement with Institutional Investor or its partners in relation to an Event.

“Event Venue” : the venue at which the Event is held.

“Fee ”: the fee payable by a Participant (or Sponsor on behalf of a Participant) in order to attend an Event.

“Force Majeure ”: has the meaning given in clause 13.

“GDPR ”: Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Group Company” : any of our subsidiaries or holding companies or subsidiaries of such holding companies, “subsidiary” and “holding company” having the meanings provided in section 1159 of the Companies Act 2006.

“Intellectual Property Rights” : patents, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

“ Losses ”: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).

“ Participant/You/ Your ”: an individual who attends an Event in any capacity other than as a representative of Institutional Investor or of the Event Venue.

“ Registration Details ”: the personal data provided by Participants when they register to attend an Event.

"Seated Function": a gathering at the Event, where requests for seating proximities are taken from the Participants and implemented in order to provide targeted networking.

“Software” : the online software applications made available for access or download from our websites in relation to any Event or Content.

“Sponsor Delegate” : a Participant who attends an Event on behalf of or using an invite provided by an Event Sponsor using a delegate pass issued to the Event Sponsor as part of the agreed sponsorship package, and any reference in these Terms to Participant shall include Sponsor Delegates unless expressly stated otherwise.

2 Registration for Events

2.1 Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee.

2.2 The Registration Details of each Participant must be registered (whether in their personal capacity, or as a representative of a company or other legal entity) with us not less than three Business Days before the start of the Event. We reserve the right to exclude from any Event any individual whose name does not appear on our register of Participants at the start of the Event.

2.3 If you register for an Event as a representative of a company or other organization you confirm that you have authority to agree to these Terms on behalf of the company or other organization. You shall also ensure Participant(s) from the company or other organization attending the Event are made aware of and shall be bound by these Terms.

2.4 When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.

2.5 It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration. Any dietary requests made less than three Business Days before an Event may not be available.

2.6 All registrations for Events are subject to availability and to acceptance by Institutional Investor at its absolute discretion.

2.7 Where an Event requires an event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. Participants must keep their event pass on them at all times during their attendance at the Event and Institutional Investor reserves the right to refuse entry to Participants who fail to produce a pass when requested.

2.8 If your Event pass is lost, misplaced, stolen or forgotten, a replacement Event pass will only be issued to you at the sole discretion of Institutional Investor and may be subject to purchase at the prevailing on-site Participant rate.

2.9 By attending the Event you acknowledge that photographs and filming may take place at the Event. Institutional Investor reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event, please notify the photographer during the Event and we will use reasonable endeavors to comply with your request.

2.10 Participants must be over the age of 18.

2.11 Participants may not sell, transfer, or share their Event passes. Registered Participants may be substituted by other individuals at no extra cost by notice in writing to Institutional Investor at any time, subject to compliance with these Terms, including (without limitation) the need for any substitute individuals to provide Registration Details at least one business day in advance of attending the Event and subject to screening.

2.12 All Event passes are the property of Institutional Investor and must be returned to Institutional Investor upon request. Attendees found wearing falsified Event passes and/or sharing or swapping Event passes shall be required to leave the Event.

3 Participant Attendance Requirements.

3.1 Each Participant shall:

(a) observe the rules, policies and procedures of the Event venue including in relation to health and safety and any reasonable instructions issued by Institutional Investor and/or the management of the Event Venue;

(b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or Institutional Investor into disrepute;

(c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and

(d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.

3.2 You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of Institutional Investor, save as set out in clause 14. Institutional Investor is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

3.3 Participants are only permitted to conduct business at the Event Venue in a manner which does not interfere with or disrupt the Event. Participants observed conducting business in a disruptive manner may be ejected from the Event.

4 Participant Obligations

4.1 Institutional Investor reserves the right to remove any Participant from an Event if, in its sole discretion, it determines that such Participant's presence or conduct could constitute a failure to comply with law by Institutional Investor, the Event Venue owner or the Participant, or could cause a disruption at the Event, to threaten the safety of other attendees or to hinder the enjoyment of the Event by other attendees without prejudice to any other rights or remedies available to Institutional Investor.

4.2 We reserve the right to recover from you any loss or damage that is incurred or suffered by us, the Event Venue or any other Participants as a result of your conduct at the Event or failure to comply with these Terms.

4.3 If your travel and accommodations are being paid for by Institutional Investor, you are required to attend the full roundtable and all seated functions, unless otherwise stated in a Speaker Agreement.

4.4 If you need to cancel your attendance for any Seated Function(s) at which your attendance is expected, you must notify our staff in writing at least 2 business days in advance. If you do not cancel and do not attend a Seated Function, we reserve the right to recover from you any loss or damage that is incurred by us or other Participants.

5 Fees

5.1 Payment in full of any applicable Fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, Institutional Investor may refuse entry to the Event.

5.2 Fees are exclusive of amounts in respect of any applicable sales tax or similar value added tax (VAT). If sales tax or VAT is chargeable, Participants shall be required to pay to Institutional Investor such additional amounts in respect of such sales tax as are chargeable in relation to the Fee.

5.3 Fee schedule rates are valid at the time of completion of registration provided that they are paid in full before the applicable expiration date. If the Fee for a completed registration is not paid in full before the next fee schedule comes into force, you will be charged a Fee calculated in accordance with the prevailing Fee schedule at the date of payment.

5.4 All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

6 Intellectual Property Rights

6.1 All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of Institutional Investor or its third party content providers. We may provide a license to third parties, including Event Sponsors, to use the Content at our sole discretion.

6.2 Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

6.3 The Event Marks may not be used without Institutional Investor's prior written permission.

6.4 Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to the Event contact as described in your Event Confirmation.

6.5 The Software belongs to Institutional Investor or its suppliers. Your use of the Software is governed by the terms of any license agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such license agreement.

7 Technical Support for Online Events

7.1 You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content (where applicable). Institutional Investor is not responsible for the reliability or continued availability of the telephone or internet lines and/or equipment that you use to access and/or use any Event or Content.

7.2 In relation to any Events which require on-line internet access, such as webinars, it is your responsibility to ensure that our technology is compatible with your systems prior to registering for such an Event.

7.3 Institutional Investor is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of our technology with your systems. Similarly, we are not liable or responsible for any delay, disruption or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control. 24 hour access to on-line Content may not be available as a result of downtime for repairs, maintenance and/or repairs to Institutional Investor's websites and systems.

8 Access to Online Events

8.1 Participants who register for online Events, or Events which otherwise grant access to online Content shall be given user names and passwords, as appropriate for the relevant Event.

8.2 Except to the extent that a user name and password is expressly intended for more than one person as confirmed by us in writing, Participants are not permitted:

(a) to share user name and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of the Participant or your company); or

(b) to make their user names and passwords available to multiple users on a network.

8.3 Participants are responsible for all access to any Event and/or use of any Content by them or anyone else using their user names and passwords and for preventing unauthorized use of any such user names and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorized use of any user name, password or any payment information), you must notify us immediately by emailing the support contact in your Event Confirmation.

9 Ancillary Events

9.1 Institutional Investor may offer Participants the opportunity to attend an Ancillary Event, in which case specific Ancillary Terms may apply. Such Ancillary Terms shall be contained in the materials provided to you when you register to attend an Ancillary Event and shall apply in addition to these Terms.

9.2 If there is any inconsistency between these Terms and any applicable Ancillary Terms, the Ancillary Terms shall take precedence in relation to the Ancillary Events.

10 Changes to Event

Although Institutional Investor's Event programs are correct at the time of publication, we may change the format, content, venue, speakers, hosts, moderators and/or timing of an Event. Institutional Investor shall use its reasonable endeavors to notify all Participants of any such changes prior to an Event.

11 Cancellation and Substitution

11.1 Notice of cancellations by Participants must be received in writing to the Institutional Investor contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event). We cannot accept verbal cancellations. On cancellation, Participants shall be liable for the full Fee. Participants may attend an alternate event or nominate a substitute to attend an Event in his or her place, subject to clause 11.2 and their agreement and compliance with these Terms.

11.2 Notification of any substitution should be sent in writing to the Institutional Investor contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event) and registration details for any substitute must be received by Institutional Investor at least one Business Day before the Event.

11.3 We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, subject to clause 13, we will

allow you to attend an alternate event provided you have paid the Fees prior to the cancellation. In the event of postponement we shall offer you the option to reregister for the rescheduled Event. We shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

12 Data Processing

12.1 In this clause 12 the terms “personal data”, and “processing” shall have the meanings ascribed to them under the Data Protection Laws).

12.2 Institutional Investor shall:

(a) comply with all applicable requirements of the Data Protection Laws; and

(b) process any personal data which it obtains or holds in relation to a Participant under or in relation to these Terms only for the purposes of carrying out its obligations under these Terms.

12.3 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Participant verification (including for sanctions and trade control purposes) research and polling.

12.4 In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event venue management, trainers, organizers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners.

12.5 For more information about our data protection policy please go to our Privacy Policy at <https://www.institutionalinvestor.com/PrivacyPolicy>

13 Force Majeure

13.1 In this clause, “Force Majeure” means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to perform our obligations under these Terms, including circumstances, including those listed in clause 13.1, which directly affect the Participants in their home countries resulting in a material percentage of the Delegates being reasonably likely to be prevented from attending the first peak night of the Event.

13.2 If, as a result of Force Majeure, Institutional Investor cancels the Event, Institutional Investor shall use its reasonable endeavors to reschedule the Event to take place within six months of the original Event Dates.

13.3 If Institutional Investor is unable to reschedule the Event in accordance with clause 13.2, it shall allow you to attend an alternate event provided you have paid the Fees prior to the cancellation.

13.4 Institutional Investor accepts no liability and shall pay no refund or compensation where the performance of its obligations is made illegal or impossible by or as a result of Force Majeure.

14 Limitation of liability

14.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

14.2 You agree that your access to any Event and your use of any of the Content is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.

14.3 Except as expressly stated in this Agreement, the Sponsor makes any express or implied warranty or representation in connection with the Event.

14.4 Subject to clause 14.1, we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses.

14.5 Subject to clause 14.1, Institutional Investor's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid or payable under these Terms.

15 Anti Bribery & Corruption

15.1 You undertake that you shall comply with any applicable anti-corruption law.

15.2 You undertake that you will not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other items of value to:

- (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization;
- (b) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons,

if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

15.3 You undertake that neither you nor, so far as you are aware, any agents or other persons acting on your behalf has directly or indirectly:

- (a) violated or is in violation of any applicable anti-corruption law;

(b) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality (“Prohibited Payments”); or

(c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

16 Trade Sanctions

16.1 Neither you, nor, so far as you are aware, any agents or other persons acting on your behalf:

(a) is listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, or any other relevant governmental entity;

(b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union or any other relevant governmental entity (collectively “Sanctions”);

(c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or

(d) is or ever has been in violation of or subject to an investigation relating to Sanctions.

16.2 Each Participant shall ensure they are legally entitled to attend the Event and by attending each Participant warrants that they are not the subject of any sanctions or trade controls or other restrictions that mean they should not attend.

17 Assignment

17.1 We may, without your consent, assign, sub-contract or transfer any and all of our rights and obligations under these Terms to any Group Company or any entity which acquires a substantial part of the assets of our business.

17.2 Without prejudice to clause 17.1, we may sub-contract delivery of an Event to any Group Company which operates the business relating to the relevant information, publication or data product forming part of that Event.

17.3 You may not assign, sub-license or otherwise transfer any of your rights under these Terms without our prior written consent.

18 Amendment

We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 11 of these Terms.

19 Entire Agreement

These Terms together with the Privacy Policy and any Ancillary Event terms and application or registration form where relevant state the entire agreement and understanding between you and Institutional Investor relating to your attendance at the Event and supersedes all previous terms, communications and discussions relating to that subject matter.

20 Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of New York and the courts located in the County of New York, State of New York shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

Last edited January 2021