

RAISE, 2024

Terms & Conditions

These Terms & Conditions are applicable for every person registered as a regular visitor and/or delegate and/or speaker to attend RAISE 2024 to be held at Jio World Convention Centre, Mumbai ("Venue"), India, on the 25th and 26th November, 2024 (hereinafter referred to as "RAISE 2024" / "Event").

RAISE 2024 is organized by L&T Finance Limited (formerly known as L&T Finance Holdings Limited) ("LTF/Organizer").

The visitors/delegates/attendees/speakers ("You/Your") have read and agree to these Terms and Conditions and accept to be bound by them.

1. Event Registration

- a. When registering for the Event, You agree to the following terms and conditions:
- b. You agree to bear the ticket cost of Event.
- c. Only fully complete registration forms will be accepted.
- d. The registration will only be confirmed upon receipt of payment in full, where applicable.
- e. If the full payment has not been received by the Organizer before the deadline as intimated the registration shall automatically stand cancelled at the discretion of the Organizer.
- f. If the maximum visitor/delegate capacity is reached, the Organizer reserve their right to refuse additional registrations.
- g. Organizer reserve their right to change these Terms & Conditions and any other information contained on the said Event's website, the Platform, or any website specifically developed for the Event or the Platform or the mobile application (the "Sites") at any time.
- h. Organizer encourages You to review the Terms and Conditions regularly for any changes.
- i. The continued use of the Sites will be subject to the then-current Terms and Conditions.
- j. You acknowledge and agree that the date and Venue of the Event is fixed, and You have no right to seek or require a postponement of the Event nor reallocate the fee or Your booking to another event or activity that may be organized by the Organizer at any time in the future.
- k. The Organizer reserve their right to alter the title, location, format, Venue, and date of the Event in its sole discretion.
- l. Your continuous use of our Event website and Sites shall be deemed as your acceptance to the said changes.
- m. By registering for this Event, You explicitly consent that the contact information provided by You can be used by the Organizer.
- n. You agree and consent that while registering for this Event, the details shared by You, if any, can be used by the Organizer and its third-party partners to share updates about this Event or any other events, conferences, services, product announcements, etc.,

- o. Passes issued for use at the Event are valid for named registered visitor/delegate/speaker only and cannot be transferred, refunded, cancelled or upgraded.
- p. You may be asked for a photographic ID during the Event.
- q. If You are unable to provide identification that matches Your pass You may be asked to leave the Event.
- r. Right of admission to the Event is specifically reserved by the Organizer and You will not have any right or authority to question or dispute this right exercised by the Organizer.
- s. You hereby grant consent to use the data shared by You during registration with third parties (i.e., sponsors and exhibitors), when You enter a physical exhibition booth to allow them to engage with You so that they may follow up and use Your details for marketing purposes.
- t. You agree and acknowledge that the Organizer shall under no circumstances, whatsoever, be held liable for sharing any such information and/or for any unauthorized disclosure or misuse of any such information by a third-party including but not limited to Your personal information and non-identifiable information as mentioned herein.
- u. All visitors/delegates/attendees/speakers themselves will be fully liable for their actions and no liability and/or responsibility, whatsoever, will be attributed to the Organizer and/or its partners for the acts and/or actions of any attendee/delegates/speakers.
- v. Foreign visitors / delegates / attendees / speakers registering for the Event agree and acknowledge that it shall be their sole responsibility to take care of his/her visa /any other travel and stay requirements.

2. Venue and Special Requirements

- a. You must comply with the rules and regulations governing Your attendance at the Venue. If You bring any personal property to the Venue, You do so at Your own risk. Organizer and its partners are not responsible for any loss and/or damage to such property.
- b. You shall neither steal anything from the Event Venue nor shall You damage anything at the Event Venue. You shall be solely liable for any such act and any damage to the Venue and shall fully indemnify the Organizer in that regard.
- c. If You are using car parking facilities at the Venue, You do so entirely at Your own risk.
- d. Organizer and its partners do not accept any responsibility for any loss and/or damage resulting from Your use of such car parking facilities.
- e. Organizer shall not be responsible for any food allergies, disabilities, any health issues etc., of visitors/delegates/attendees/speakers attending the Event and You shall attend the Event at your sole risk.

3. You 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 the Organizer and/or the management of the Event Venue;
- b. Behave in a respectful, professional and appropriate way that does not breach any applicable laws or regulations;

- c. Ensure You have adequate insurance for Your own requirements, including personal accident and travel insurance, prior to attending the Event; and
- d. You agree that Your travel to and attendance at the Event is at Your own risk and not the responsibility of the Organizer. Organizer or its partners are not obliged to provide any advice or assistance relating to the obtaining of visas.

4. Event Content

- a. Organizer reserve their right to change the content, agenda, speakers, timing, and Venue of the Event, at any time and without any prior intimation to You.
- b. All rights in all recordings, presentations, materials, and documentation - published or otherwise - made available as part of the Event ("**Content**") are owned by the Organizer. No
 - i. photography, filming, or recording; or
 - ii. republication, broadcast, or other dissemination of the Content is permitted.
- c. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content, including but not limited to uploading any Content onto any website, intranet, or shared system or include any Content in a database;
- d. You shall not transmit, re-circulate or otherwise make available any Content to any third party;
- e. You shall not use the Content in any way that might infringe or violate any of Organizer' rights or that of any third-party or that may bring Organizer or any of Organizer' affiliates into disrepute; or
- f. You shall not make any commercial use of the Content.
- g. If any Content is published online by the Organizer, the Organizer reserve their right to remove or suspend access to such Content at any time.
- h. Organizer is not responsible for the content of any speaker's/delegate's presentation; such Content is the opinion of the speaker/delegate and not of the Organizer. No liability, whatsoever, can be accrued to the Organizer for any such content.
- i. Organizer are the sole and exclusive owners all the intellectual property rights in the recording of the Event throughout the world and in perpetuity.
- j. In addition to the Privacy Policy, You hereby agree that by using the Sites and submitting the information on the Sites, You expressly consent to the processing and use of Your personal information according to the privacy policy on the Site.
- k. You shall not use the Sites and/or any social networking website in connection with or to post any content which is illegal, offensive, objectionable, obscene, defamatory, which infringes the rights of another person or which contains confidential information of another person, which promotes or depicts human trafficking, child abuse, animal abuse, or which encourages or promotes abuse of alcohol, drugs or other substances, graphic or gratuitous violence; and/or content that is needlessly shocking to the senses, gratuitously gross, or which depicts or promotes accidents, death, hate speech attacking or demeaning a group based on race, ethnic origin, religion, disability, gender, age, and the like.
- l. By registering, You irrevocably agree to authorize and grant Organizer the right to:

- i. Record Yourself (picture and voice) on photographs, film, and/or video tape, for audio and visual production.
- ii. Edit the recording into a photo gallery/short film/webinar (which may include other recordings and material).
- iii. Use Your name, voice, or other information concerning You and screen or place the recording online (including on social media).
- iv. You agree and acknowledge that You have consented to be part of the recordings which shall be the sole and exclusive property of the Organizer. You further agree that the Organizer shall under no circumstances, whatsoever, be held liable for any infringement or violation of personal and/or property rights, whatsoever, based on the use of such recording by the Organizer or its partners.
- v. It is acknowledged by You that at the time of registration, the Organizer provided the most recent information available, and You accepted that the Event's Content and/or delivery can change beyond the control of the Organizer.
- vi. You agree that the Organizer shall not be liable and/or responsible for any errors, omissions, or changes to the program or content of the Event.
- vii. In case the Event is rescheduled, changed, moved or cancelled due to the imposition of any Government regulation or restriction or any other Force Majeure Event or for any reason whatsoever, the Organizer shall not be held liable or responsible for any resulting costs that You may incur for travel, and other related goods, services or compensation.
- viii. Organizer reserve their right to make changes as they deem necessary without penalty.

5. Liability

- a. To the extent permitted by law, Organizer's aggregate liability to You, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims, or expenses of any kind howsoever arising, out of or in connection with any Event booking (or requested Event booking) made by You or otherwise about the Event, shall be limited to the amount of the Event registration fee.
- b. Organizer will not be liable under contract, tort, or for breach of statutory duty or otherwise concerning any matter arising directly or indirectly out of or related to any Event booking (or requested Event booking) made by visitors/delegates/attendees/speakers or otherwise with the Event, for any indirect, consequential, incidental or punitive loss, damage or liability or loss of profits, loss of business, loss of use, loss of data and loss of reputation.
- c. You agree to fully indemnify, defend and hold harmless Organizer and members of the Organizer's group, its affiliates, and their officers, directors, employees agents, and affiliates from all damages, liabilities, losses, claims, charges, injuries, fines, penalties, costs and expenses (and all legal costs including reasonable attorneys' fees, court costs, expenses and settlements resulting from any action or claim) arising out of or in connection with, whether directly or indirectly, including but not limited to

- i. any acts of omission/commission or due to negligence of Your violation of law, byelaw, rules-regulation, notification and or for any third party claims for any of Your actions;
 - ii. any damage to the Venue and/or any property of the Venue;
 - iii. infringement of any third party intellectual property rights in the materials shared by You; and
 - iv. any breach of any of these terms and conditions by You.
- d. You agree that the Organizer or any of its partners, agents, officers, employees shall not be responsible for any injury, death, damage, theft, losses or cost suffered at or as a result of the Event or any part of it related to the Event.

6. Compliance with Laws

- a. You agree to comply with all applicable laws concerning bribery, corruption, and related matters in connection with these Terms and Conditions and the Event.
- b. You shall not offer or accept any financial or other advantages as an inducement or reward for any act or forbearance in connection with engagements related to the Event or to these Terms and Conditions.
- c. Please be advised that the risk of exposure to Covid-19 exists in any event or public space, including the Event.
- d. Before registering for and attending the Event, please ensure You have read the latest COVID-19 guidelines issued by the Government of India. Do not attend the Event if You are
 - i. Not Fully Vaccinated; OR
 - ii. Are showing COVID-19 symptoms such as but not limited to fever or a feeling of fever (chills, hot-cold), cough, shortness of breath or difficulty breathing, unusual fatigue, sore throat or headache, loss or change in smell or taste.
 - iii. You are unable to comply with the latest Covid-19 travel requirements issued by Government of India or by Government of Maharashtra.
- e. Please do not enter the Event if You cannot confirm all the above. If at any point during Your time at the Event, You do not meet all the above criteria, You will be required to isolate and asked to leave the Event Venue, at the Organizer's sole discretion.
- f. To protect the health and safety of all our Event attendees, Organizer require proof of WHO approved Covid-19 vaccinations or a negative RT-PCR test (taken under the supervision of authorized health professionals, within 48 hours) to be eligible to attend.

7. Force Majeure

- a. Organizer shall not be liable for any hindrance, failure, or delay in performing any of Organizer's obligations arising out of or in connection with these Terms & Conditions as a result of an event or series of connected events beyond Organizer's reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), failure or shortage of power supplies, etc., or

any technical, electrical, internet, or any such failure, the default of suppliers or sub-contractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) ("**Force Majeure Event**").

- b. In the event of a Force Majeure Event, Organizer shall be entitled, without liability, at Organizer's sole discretion to vary, perform, suspend performance of, postpone, cancel the Event and/or the contract between us and/or terminate the contract between us subject to these Terms & Conditions on giving written notice to You.

8. General

- a. The Privacy Policy on the Site and the Cancellation Policy herein shall form an integral part of these Terms and Conditions.
- b. These Terms and Conditions shall be governed by and interpreted by the laws of India and You hereby submit to the exclusive jurisdiction of the courts located in Mumbai, Maharashtra, India.
- c. No partnership, agency, joint venture, or employee/employer relationship is intended or created between us as a result of these Terms and Conditions.
- d. These Terms and Conditions (together with any agreements or documents referred to herein or required to be entered into according to these Terms and Conditions) embody the entire agreement between us and supersede all previous agreements and arrangements.
- e. No warranty, statement, representation, undertaking, or provision which may have been made or given before the date hereof shall be binding on the parties unless the same shall have been expressly incorporated herein, save that this shall not affect the parties' rights in respect of any fraudulent misrepresentation.
- f. You are not permitted to transfer, assign, re-sell or otherwise dispose of any of Your rights or obligations arising under these Terms and Conditions.

9. Data Protection and Privacy

- a. By registering for the Event, You explicitly consent under all relevant data protection legislation and other applicable legislations in force, to Organizer communicating with You by telephone, e-mail and post and using Your personal or company information, for the following:
 - i. Organizers' internal purposes which will include accounts processing and internal analysis of delegates/speakers;
 - ii. Publishing Your company names on the Event website, in the official catalogue for the Event, and/or in any other directory relating to the Event or relevant industry, in each case whether in print, electronically, or in any other media;
 - iii. Inviting You to other events organized by Organizer or its group;
 - iv. Disclosure of information to contractors who provide services in respect of the Event; and
 - v. Disclosure or transfer to members of Organizers' group worldwide to allow the group to further develop its business and services to delegates.
- b. Please contact us at [•] if You do not wish for Your personal or company information to be used in any of the ways mentioned above.

- c. We will cease to use your personal information or company information only after receipt of Your instructions requesting us not to do so in terms hereof.

10. RAISE 2024 - Cancellation Policy, Return, Refund

- a. Passes once issued cannot be upgraded or cancelled or refunded.
- b. If the Event cannot be held or is postponed due to events beyond the control of the Organizer (Force Majeure Event) or due to events which are not attributable to wrongful intent or gross negligence of Organizer, Organizer will not be liable to You for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.,
- c. Under these circumstances, Organizer reserve their right to either retain the entire registration fee and to use it for a future conference/event, or to refund the registration fees to You after deducting costs already incurred by Organizer and which could not be recovered from third parties.
- d. No refunds will be given if visitors/delegates/attendees/speakers to the Event cancel their booking or fail to attend the Event.
- e. You acknowledge and agree that these terms and conditions and the Privacy Policy and the restrictions therein are fair and reasonable and are reasonably necessary to protect the interest of the Organizer and to protect the value of the business of the Organization and associated goodwill.

GENERAL TERMS AND CONDITIONS (“GTC”) FOR EXHIBITORS

1. Definitions-

- i. **“Agreement”** shall mean these terms and conditions, and any annexures as may be amended in accordance with its terms.
- ii. **“Brand”** shall mean the brand owned by the exhibitor, in respect of which the exhibitor has been granted promotional benefits at the Event, as set out in [·].
- iii. **“Consequential Liability”** shall mean any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure or any indirect or consequential loss or damage whatsoever arising out of the performance or breach of this Agreement
- iv. **“Contract Period”** shall mean a fixed period of time commencing from 00:00 hours on ending on 23:59 hours on, unless terminated earlier in accordance with clause 14 of the General Terms and Conditions for Exhibitors.
- v. **“Event”** shall mean RAISE 2024 to be hosted from 25th November, 2024 till 26th November, 2024 at Jio World Convention Centre, Mumbai India (**“Venue”**). The Event, Venue and the date of the Event are (subject to the other provisions of General Terms and Conditions for Exhibitors as set out herein) fixed and the Exhibitor accepts that it has no right to seek or require a postponement of the Event nor reallocate the Fee or their booking to another Event or activity. Provided however, LTF reserves the right to alter the title, Venue and date of the Event in its sole discretion.

- vi. **“Financial Limitation”** shall mean the total aggregate liability of LTF to exhibitor in contract, tort (including negligence) or otherwise arising out of or in connection with the performance or breach of this Agreement which shall not exceed a sum equivalent to the amount received by LTF from the exhibitor under the Agreement.
- vii. **“Marks”** shall mean the official name and/or logo of the Event.
- viii. **“Party”** shall individually refer to the exhibitor or LTF.
- ix. **“Parties”** shall mean the exhibitor and LTF referred collectively.

2. Approval:

- i. The manner of displaying and exhibiting the Brand images during the Event, shall be at the sole discretion of LTF.

3. Use of Marks:

- i. Exhibitor shall have the right to promote the Event subject to prior approval of LTF and in that regard exhibitor shall use the full and correct title and logo of the Event exactly as per the instructions given by LTF, including the name of the title partner/sponsor/promoter/organizer of the Event in all its promotional materials promoting the Event, without any deviation.
- ii. Any use of the Marks and other advertising and promotional material used by exhibitor to promote the Event under the terms of this Agreement shall be subject to LTF’s prior approval in writing, to be sought not less than 3 (no. of days) prior to its release. The exhibitor agrees that any advertising or promotional material, which has been submitted to LTF for approval to promote the Event by the exhibitor or for display during the Event is deemed to have been disapproved if such material is not specifically approved by LTF, in writing, within 3 (three) business days of receipt by LTF.
- iii. LTF shall supply exhibitor with the artwork for the Marks free of charge, provided, however, the exhibitor agrees that it is not being granted any intellectual property rights or licensing rights or any other rights to the Marks other than as expressly stated herein.
- iv. The exhibitor acknowledges that the right to use the Marks and to advertise its association with the Event shall not terminate at the end of the Contract Period and the exhibitor shall continue to have rights to use the Marks or otherwise to advertise exhibitor’s association with the Event as set out below in sub-clause (v) subject to mutual agreement.
- v. Notwithstanding the above, the Parties can continue to use the Marks/Brand in a manner as may be suggested by owner of the Marks/Brand to reflect the association under this Agreement for a period of 1 month post the expiry of this Agreement.

4. Payments and Invoicing:

- i. Timely payment is of the essence of this Agreement as set out in the [·].
- ii. All payments shall be made by Exhibitor in favor of ‘[·]’, on or before the due date upon receipt of an appropriate invoice from LTF.
- iii. Notwithstanding anything contained herein, any delay in the payment of Fees beyond the date as set out in Annexure II above will result in a proportionate reduction in the benefits (including branding opportunities) on a daily basis. For e.g. if the payment of the Fees is

delayed by 5 days then no benefits (including branding opportunities) under the Agreement will be available for those 5 days even though the Agreement may have been signed. In other words benefits (including branding opportunities) will commence only once full payment of the Fees have been received by LTF as set out herein.

5. Taxation:

- i. The Fee set out in Clause 4 of these General Terms and Conditions and [·] is exclusive of Goods and Service Tax ("GST"). Any applicable GST on the Fee shall be borne by Exhibitor. The GST shall be either charged in the invoice raised by LTF or shall be paid/deposited directly by the exhibitor with the GST department, as may be applicable, in accordance with the prevailing GST regulations.
- ii. Exhibitor may deduct TDS, if any, as required under the Income Tax Act, 1961 from the Fee to be paid to LTF.

6. Non-exclusivity:

The exhibitor acknowledges and accepts that LTF is engaged in promotional and advertising activities in relation to the Event and accordingly, LTF may deal with such rights entirely at its discretion, without any reference to the exhibitor.

7. Exhibitor's Warranty and Undertaking:

The exhibitor hereby warrants and undertakes to LTF that:

- i. It has obtained all the necessary corporate authorizations and permissions required to enable it to exercise the rights and perform its obligations under this Agreement and undertakes that it shall exercise the benefits granted under the [·] strictly in accordance with the [·] and this Agreement;
- ii. It shall abide by all relevant and applicable rules and regulations, tax regulations, charges etc., whether imposed by national/state laws, any relevant authority or any other competent authority for the distribution, advertising and marketing and/or display of its partnership material generally and during the Event.
- iii. It has full rights over the intellectual property in its marks/ logos/ Brand images and material and that same is free and clear of any claim of any third-party infringement or violation of any copyright, design or other proprietary right.
- iv. Exhibitor will strictly follow the branding guidelines prescribed by LTF for carrying out any of its advertising or promotional activity at the Event.

8. LTF's Warranty and Performance Obligations with respect to the Event:

LTF warrants and represents that it shall obtain all necessary permissions/approvals and shall be compliant with all relevant laws/rules/regulations required for conducting and organizing the Event.

9. Indemnity:

The exhibitor hereby protects, fully indemnifies and saves harmless LTF, its employees, agents, sub-contractors and any of them, on demand, from and against any and all damages, claims, suits, actions, judgements and losses, costs and expenses whatsoever, (including reasonable legal fees) arising out of, or in any way connected with (i) any disruption of the Event by the exhibitor; (ii) any advertising or

promotional activity carried out by the exhibitor to promote the Event; (iii) if any Brand images or material provided by or on behalf of the exhibitor to be displayed during the Event, disrupts the Event in any way; or (iv) any Brand images or materials of the exhibitor that are displayed during the Event, infringe or violate the rights, including the intellectual property rights of any person; and /or (v) breach by the exhibitor of any of its obligations, or representations and warranties under this Agreement

10. Limitation of Liability:

Notwithstanding anything in this Agreement, LTF shall not be liable for:

- i. Any Consequential Liability or for any amount in the aggregate greater than the Financial Limitation arising from the conduct of the Event.
- ii. Any breach or non-adherence by the exhibitor of any applicable laws/rules/regulations including but not limited to GST or any other tax laws in connection with the exercise of its rights granted hereunder.

11. Intellectual Property:

Each exhibitors' trademarks, designs or logos shall at all times remain the exclusive property of the respective exhibitor and LTF or any of its agents and representatives shall not claim any right in the same. It is hereby agreed by the Parties that LTF shall exclusively own all the intellectual property rights in the recording of the Event throughout the world and in perpetuity and the exhibitor shall not have any rights over and in such Event.

12. Liability:

The exhibitor will be responsible and liable for its personal property and fixtures, which LTF does not supply but which the exhibitor elects to use in connection with the exhibitor's exercise of the rights and benefits granted hereunder, in association with the Event. Exhibitor shall also be liable and responsible for its staff/personnel deployed at the Venue of the Event, which shall include without limitation personal accident and death.

13. No assignment/transfer:

It is agreed between the Parties hereto that neither Party shall be entitled to assign any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

14. Termination:

- a. Without prejudice to any other rights or remedies available, each Party will have the right to terminate this Agreement forthwith by notice in writing to the other in the event
 - i. the other commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within the time specified by the non-breaching party in a written notice issued to the breaching party identifying the breach and requiring it to be rectified; or
 - ii. the other becomes bankrupt or insolvent or enters into liquidation or has a receiver appointed to its assets.
- b. Termination of this Agreement for any reason will not affect the accrued rights and liabilities of the Parties under the Agreement, however, upon expiry or termination of this Agreement for breach on part of exhibitor, all of the exhibitor's promotional/partnership rights under this Agreement shall terminate immediately and the exhibitor shall forthwith discontinue all partnership and promotional

activities being carried out by it at such time in connection with such rights either during the conduct of the Event or elsewhere. Without prejudice to any of the foregoing, if there is a violation by the exhibitor of any of the terms of this Agreement, LTF shall, without exercising its right to terminate the Agreement, be fully entitled to protect its rights without being liable to the exhibitor in any manner, by immediately and without notice remove all Branding of the exhibitor from the Event.

c. Notwithstanding anything contained hereinabove, if the exhibitor terminates the Agreement without cause or for any reasons not attributable to LTF within the following periods but before the commencement of the Event, the exhibitor shall be liable to pay the following amounts:

Within 30 days of the Event	100% of the Fees to be paid
30 days before the Event	90% of the Fees to be paid
30-60 days before the Event	75% of the Fees to be paid
60-90 days before the Event	50% of the Fees to be paid
90-120 days before the Event	15% of the Fees to be paid

Force Majeure: Neither party shall be held in breach of this Agreement for non-performance of any of its obligations for the following reasons:

- a. any change in law, or new act, statute, ordinance, notification or circular issued by any government of India or any State in India or judgment or order and any court in India which makes it illegal or unlawful for either party to enjoy its rights or perform its respective obligations hereunder;
- b. any calamity like, epidemics, pandemics, flood, storm, fire, tempest, riots, earthquake, war or war-like situation, strikes, lock-out, failure or shortage of power supplies etc., or any technical, electrical, internet, or any such failure, which affects IAMA and the Exhibitor to effectively perform their respective obligations hereunder.

15. Effect of cancellation/Force Majeure:

If for any reason during the Contract Period, the Event is cancelled or disrupted due to Force Majeure, or for reasons beyond LTF’s reasonable control and LTF is unable to provide exhibitor with the promotional and advertising rights and benefits or opportunities referred to herein during the Event or elsewhere as stated hereinabove, the Parties shall each be released from their obligations relating to the cancelled or disrupted Event under this Agreement, without further liability. In such an event LTF will refund to exhibitor any sums already paid by exhibitor to LTF under this Agreement, without interest, with respect to the cancelled or disrupted Event within 30 days of the cancellation or disruption of the Event, less pro rata value of the promotional benefits enjoyed by exhibitor either during the Event (before it was terminated) or otherwise where the exhibitor was promoting its association with the Event, and any costs/expenses incurred or committed directly by LTF because of the exhibitor, or on behalf of exhibitor till the date of such cancellation.

16. Miscellaneous:

- a. **Notices:** All communications/notices under this Agreement shall be in writing and delivered personally, by electronic mail, by internationally recognized courier, or by registered post AD

mail, addressed to the relevant address as mentioned above (or such other business address as a Party may from time to time notify to the other as its address for such purpose).

- b. **Confidentiality:** Save as required by law, the Parties agree that they shall not disclose to any third party, the terms of this Agreement or any information, specification, document, business plan, data, concept or particulars furnished by or on behalf of the other Party/ies to the other, or which comes into its knowledge in connection therewith, to any person other than a person employed or engaged by the receiving Party/ies for the purpose of discharging the respective obligations hereunder, or to any advisers of the receiving Party/ies who shall be similarly bound by this confidentiality clause.
- c. **Relationship between the Parties:** This Agreement shall not create any partnership or joint venture between LTF and the exhibitor. Neither party shall be entitled to represent or hold itself out in any way as acting on the other party's behalf.
- d. **Authorized Signatory:** The Parties undertake and warrant that this Agreement has been signed by the duly authorized representatives of each Party.
- e. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect thereto. This Agreement may not be changed or modified except in writing signed by both Parties.
- f. **Governing Law and Arbitration:** This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by mutual good faith discussions in the first instance and, failing that the matter shall be referred to Arbitration to a Sole Arbitrator, jointly appointed by both Parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its successor enactment then in force, and the award made in pursuance thereof shall be binding on the parties. In the event that the Parties cannot agree upon the identity of the sole arbitrator within seven (7) days of one of the Parties receiving written notice for appointment of such arbitrator, the Parties agree that they shall be free to approach the Courts as per the Arbitration and Conciliation Act, 1996 for the appointment of an arbitrator. Such Arbitration shall be conducted in the English language and venue of Arbitration shall be Mumbai.