

These terms and conditions of sale apply to all and any Goods and Services (including but not limited to: exhibition, box office, ticketing and data processing services; website design and website hosting) as defined either herein or in the Schedules supplied by Interchange Communications Limited to you the Client for the management of exhibitions conferences and events and related data; the creation of media channels between event organisers and Customers, Visitors or exhibitors; or for any other purpose.

1. Definitions

1.1 For the purpose of this Agreement the following words and expressions will have the following meanings:

"Agreement" or "Sales Agreement" means in order of precedence these terms and conditions and the Schedules referred to herein.

"Associated Company" means any company defined as an associated company under the terms of the Companies Act 1985

"Client" means you, a company that wishes Interchange to provide any of its range of Goods or Services.

"Client Agent" means any company, subcontractor or other person that Client requests Interchange treat as Client's agent in relation to the set up, management or running of the Event as defined in the Schedules.

"Customer" means any person buying a ticket (or tickets) for the Event through the Event Box Office.

"Event" means the event(s) as defined in the Schedules.

"Event Box Office" means the provision of internet or other communications channels enabling Customers to purchase tickets for Events.

"Event Profile" means the detailed breakdown of Services as set out in the Schedules.

"Event Proposal" means the detailed proposal for pricing and charges as set out in the Schedules.

"Event Manager" means the key technical and logistical contact appointed by Interchange to act as liaison between Client and the various Interchange personnel responsible for providing the Services covered by this agreement. This person will also act as the point of escalation for any disputes or other matters arising during the execution of this Agreement.

"Exhibitor Services" means the services provided by Interchange for exhibitors at Event including (but not limited to) handling exhibitor badge requests, badge queries and the pre-event management of Lead Recording Devices ("LRD'S"), the Lead Recording System and Managed Marketing Services as appropriate.

"Exhibitor Services Co-ordinator" shall mean the Interchange person appointed to co-ordinate Exhibitor Services before the event to: a) ensure that data is supplied to exhibitors under the terms of the individual contracts for the hire of Lead Recording Systems; and b) ensure that services are provided under the terms of the individual contracts for the provision of Managed Marketing Services.

"Event Live Date" means the first day that an event is open for access by Visitors.

"Event Working Day" means each day that the Event is open for attendance by Visitors.

"Fees" means the amounts due to Interchange by Client in respect of Services supplied under this Agreement.

"Force Majeure" shall have the meaning ascribed in Clause 7.

"Goods" means commodities including consumables supplied by Interchange to Client whether as a result of the provision of Services or otherwise.

"Group Companies" means either collectively or individually Interchange Group Ltd or any of its direct and indirect wholly owned subsidiaries.

"Internal Account Manager" means the Interchange person appointed to co-ordinate the pre-event services covered by this Agreement.

"Installation Co-ordinator" shall be the Interchange person appointed as responsible for the installation and decommissioning of the onsite computerised registration system at an event.

"Interchange" or "Supplier" means Interchange Communications Ltd, Company No. 02581005

"Invoice" means the date that an invoice is due for payment by Client according to the invoice payment terms.

"Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing (also referred to as "IPR").

"Lead Recording Device" means a hand held bar code reader hired to exhibitors by Interchange for the purposes of recording potential customers on their stands.

"Notice" means notice given pursuant to the terms of Clause 16.

"Prices" means the prices to be charged for Services as set out in the Schedules.

"Scope" means the scope of Services and other requirements as contained in the Schedules.

"Services" means the services to be supplied by Interchange as defined herein or in the Schedules.

"Service Level Agreement" means the additional terms and conditions for Event as provided by Interchange to Client (Schedule F) (also referred to as "SLA").

"Schedules" means any sales proposal or price quotation issued to Client by Interchange and/or all or any of the following that are issued by Interchange to Client in respect of the Event:

Schedule	Detail
A	Prices and Charges
B	Staff and Client Agent Profiles
C	Event Profile
D	Funds Management Service, Bank Details and Bank Charges
E	Disaster Recovery / Avoidance
F	SLA's
G	Website Development and Hosting

"Visitor" means a person or persons attending an Event.

"Working Hours" means the hours that an Event is open for attendance by Visitors on a particular day.

1.2 Where calendar years are specified within this document the year refers to a financial year ending on the 31st of March.

1.3 Any term used herein in the singular shall include the plural, and any such term used in the plural shall include the singular.

1.4 References to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same.

1.5 References to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships.

1.6 References to Clauses and Schedules are to clauses of and Schedules to this Agreement and references to Paragraphs are to paragraphs in the Schedule in which such references appear.

1.7 Except where specified, the Definitions shall apply equally the Schedules hereto unless the context requires otherwise;

1.8 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

1.9 The headings to the clauses of this Agreement and to the paragraphs of the Schedules will not affect its construction.

2. Services

2.1 Subject to the receipt of the payments specified herein, Interchange hereby agrees to provide Goods and Services to Client.

2.2 Interchange shall provide Services with reasonable care and skill and in accordance with normal professional standards expected of a person carrying out such services but Interchange makes no warranties, either express or implied, in regard to the quality, performance or fitness for any particular purpose of Services provided or Goods supplied under the terms of this Agreement.

2.3 Interchange may make additional charges for its time, materials and expenses at current rates for the time being in force if Client requests it to provide other Goods or services including (but not limited to) training and support, project management, business consultancy, design development and testing of modifications or interfaces not specified in Services.

2.4 Interchange reserves the right for certain products and services to be delivered or provided and invoiced through one of its Group Companies.

3. Event Reporting

3.1 Interchange shall provide Event reporting as specified in the Event Profile.

4. Fees

4.1 In consideration of Interchange entering into this Agreement, Client agrees to pay the prices and charges (Fees) and the Bank Charges as contained in the Schedules.

4.2 Client hereby agrees that should Scope, Services, volumes, attendee numbers or any other requirements or assumptions contained in any proposal or Schedule (including, but not limited to, the Event Profile; Sales Proposal; Event Proposal; or a website development or hosting specification or proposal) change then the Fees will change accordingly.

5. Payment Terms

5.1 Fees are due for payment following production of a valid invoice by Interchange and shall be paid by Client no later than 30 days from the invoice date unless otherwise provided herein or agreed in writing between the Parties.

5.2 Interchange shall be entitled to charge Client interest at the rate of 4 per cent above National Westminster Bank Plc Base Rate per month on all sums which remain unpaid and outstanding after the Invoice Due Date.

5.3 Interchange shall be entitled to suspend Services in the event that any sums owing to Interchange are outstanding beyond their due date for payment and whether such sums are due under this or any other agreement between Interchange (or any of its Associated Companies) and Client.

5.4 All Fees set out in this Agreement are subject to the addition of Valued Added Tax and any other applicable taxes or import charges at the rates currently in force during the term of the Agreement.

5.5 Client shall submit any query or complaint regarding any Interchange invoice within 7 days of receipt of the invoice. After this time any query or complaint will be subject to the payment of the full invoice value. Any reimbursement due following resolution thereof will be made promptly by Interchange.

6. Title and Risk

6.1 Risk in any Goods shall pass to the Client or its Client Agent on delivery of the Goods to an agreed delivery point or place of installation as set out in an authorised purchase order and accordingly Client shall be responsible for insuring the Goods against all normal risks with effect from the time risk passes. Client shall immediately inspect each part of the Goods upon its delivery and shall notify Interchange immediately of any visible damage to any part of Goods and within 5 (five) working days of any defect in each part of the Goods as delivered packed or unpacked.

6.2 Provided notice is given within the time prescribed, Interchange shall, free of charge, replace or repair defective Goods or take such other remedial action as it thinks fit. In the event that Client does not notify Interchange accordingly, Client shall not be entitled to reject the Goods and Interchange shall have no liability for any such damage or defect.

6.3 Title to the Goods shall pass to Client on payment in full for the Goods and any other sums which may then be due in respect of the Goods under the terms of this Agreement.

6.4 Until title passes to Client, Client shall hold the Goods as Interchange's fiduciary agent and bailee and shall keep the same properly stored, protected and insured and identified as Interchange's property.

6.5 Until that time, Interchange shall be entitled at any time to require Client to deliver up the Goods to Interchange and if Client fails to do so forthwith, to enter upon the place of installation or any other premises of Client or any third party where the goods are stored and repossess the same. Until title passes as aforesaid, Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods that thereby remain the property of Interchange.

7. Force Majeure

7.1 Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of monies due and payable hereunder) to the extent said failures or delays result from causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), terrorist activities, government sanction, labour dispute, strike, lockout or interruption or failure of electricity or telephony services, failure of suppliers, subcontractors, and carriers or networking facilities at Event, or failure of internet connectivity at any time, or party to substantially meet its performance obligations under this Agreement provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice with full details following the occurrence of the cause relied upon.

7.2 Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

8. Interchange's Liability

8.1 In this clause "Default" shall mean any breach of the obligations of Interchange under this Agreement or any default, act, omission, negligence or statement by Interchange, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which Interchange shall be legally liable to Client. The entire liability to Client and Client's exclusive remedies for any "Default" is set out in this clause 8.1. Such liability shall be limited to the following:

8.1.1 for direct physical damage to property (but excluding data) a maximum liability of £1,000,000 per incident or series of connected incidents.

8.1.2 for death or personal injury there shall be no limit on liability of Interchange.

8.2 Notwithstanding any other provision of this Agreement, and irrespective of any fault or negligence, neither Party to this Agreement shall be liable to the other for any indirect, incidental, consequential, reliance or special damages (including without limitation damages for harm to business, lost revenues, lost savings, lost profits or loss of data) regardless of the form of action, whether in contract, warranty or tort, including, without limitation, negligence of any kind whether active or passive.

8.3 Interchange shall not be liable under the terms of this Agreement for the performance, running or operation of Client's existing Hardware, peripheral equipment, Operating Software, Applications Software or Hosted Software or its quality, fitness or suitability for Client's intended use or business.

9. Confidential Information

9.1 In this clause "Confidential Information" shall mean any information which is disclosed by one Party to the other (the "Receiving Party") pursuant to or in connection with this Agreement or any Services supplied or proposed by Interchange to Client and whether such information is disclosed orally or in writing and whether or not such information is expressly stated to be confidential or marked as such including but without prejudice to the generality of the foregoing information concerning Interchange's operating methods and methodologies and software together with information concerning clients, business, accounts, financial, contractual agreements or other dealings, transactions or affairs of the other party which may come to its knowledge during the term of this Agreement.

9.2 Except as provided by Clause 9.3 below, each of the Parties shall at all times during the continuance of this Agreement and after its termination:

9.2.1 use all reasonable endeavours to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and

9.2.2 not to use any Confidential Information for any purpose other than the performance of its obligations under this Agreement.

9.3 Any Confidential Information may be disclosed by the Receiving Party concerned to:

9.3.1 any government or other authority or regulatory authority as may be required by law; or

9.3.2 any professional advisors of the party concerned to such extent only as is necessary for the purposes of obtaining advice thereon; or

9.3.3 any employees of the party concerned to such extent only as is necessary for the purposes contemplated by this Agreement or as is required by law and subject in each case to the party concerned using all reasonable endeavours in so far as it is lawfully able to do so to ensure that the person to whom Confidential Information is disclosed keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

9.4 Any Confidential Information may be used for any purpose or disclosed to any person by the Receiving Party to the extent only that it is at the date hereof or hereafter becomes public knowledge otherwise than through a breach of this Clause by the Receiving Party provided that in doing so the party concerned does not disclose any Confidential Information which is not public knowledge.

10. Entire Agreement

10.1 This Agreement and the Schedules constitute the entire agreement between the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties in respect of the matters contained herein.

10.2 Any variation of, or addition to, or deletions from the provisions of this Agreement shall not be valid unless the same are in writing and duly signed by or on behalf of the Parties hereto.

10.3 For the avoidance of doubt the Schedules are incorporated in and form part of this Agreement.

11. Termination

11.1 Notwithstanding anything else contained herein, this Sale Agreement may be terminated

11.1.1 by the Supplier forthwith on giving notice in writing to the Client if the Client shall fail to pay any sum due under the terms of this Sale Agreement (otherwise than as a consequence of any default on the part of the Supplier) and such sum remains unpaid for 30 days after written notice from the Supplier that such sum has

not been paid (such notice to contain a warning of the Supplier's intention to terminate);

11.1.2 by the Supplier forthwith on giving notice in writing to the Client if the Client, being a company, shall apply for an administration order, have a receiver, administrative receiver or administrator appointed or shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction of a solvent company) or a Court shall make an order to that effect or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy, or shall apply for an interim order or shall die or if the Client (whether a company or not) shall enter into any composition or arrangement with its creditors or shall become insolvent;

11.1.3 by the Supplier forthwith on giving notice in writing to the Client at any time after any breach by the Client of the terms of this Sale Agreement and if the breach is capable of remedy failure by the Client to remedy the breach within 14 days of written notice from the Supplier to do so.

12. Effects of termination

12.1 Any termination of this Sale Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party, nor will it discharge the Client from any obligation hereunder or from any payment of sums payable hereunder.

12.2 Supplier reserves the right to charge for costs incurred at the equivalent list price rate in the event of the Client's cancellation.

13. Severability

13.1 If any part, term or provision of this Agreement is held to be legally unenforceable, invalid or in conflict with the remainder, the remainder of this Agreement shall be unaffected thereby.

14. Disputes

14.1 The parties to this agreement agree that in the event of a dispute arising out of or in connection with this Sale Agreement then they will seek to negotiate a settlement in good faith and agree that any such dispute will in the first instance be referred to the managing director or other senior director of each party with a view to negotiations taking place at a senior level.

15. General

15.1 Illegality and/or unenforceability of any portion hereof shall not affect the legality or enforceability of the balance of this Agreement.

15.2 Nothing herein contained shall entitle Client to sub-licence, assign, transfer, lease or otherwise dispose of the rights herein granted which are personal to Client, Interchange however reserves the right to appoint a competent third party to perform its obligations under this Agreement.

15.3 The failure of either Party at any time to enforce any provision of this Agreement shall in no way affect its right thereafter to require complete performance by the other Party, nor shall the waiver or any subsequent breach of any such provision be a waiver of the provision itself. Any waiver to be effective must be in writing.

15.4 The Parties hereto declare that except as explicitly specified in this Agreement they do not intend any term hereof to be enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

15.5 The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

15.6 Client's request for any change in Services must be in writing; this requirement pertains to all such requests including but not limited to requests for changes in project plans, scope, specifications, schedule, designs, or requirements. Interchange shall not be obligated to perform tasks described in Client's request until the parties agree in writing to the proposed change.

15.7 Unless otherwise stated herein, charges for Services are exclusive of all travel, subsistence, accommodation and incidental expenses ("Expenses") which will be charged in addition on an "as incurred" basis; together with any withholding, Value Added Tax, or any other tax or levy on products sold, or services provided and which shall be paid additionally by Client at the rate and in the manner for the time being prescribed by the Law of the Client's country.

15.8 If Interchange is prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of Client, then Client will pay all reasonable costs and charges sustained or incurred by Interchange as a result.

15.9 The parties to this Agreement are independent contractors and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. Personnel supplied by Interchange shall work exclusively for Interchange and shall not, for any purpose, be considered employees or agents of Client. Interchange assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.

16. Notices

16.1 Any notice, request or consent made under this Agreement shall be in writing and shall be: (a) delivered by hand, (b) sent by certified or registered mail, postage pre-paid, or (c) sent by reputable overnight courier to (for Interchange) the address written below and for Client its registered office or such other address as one party may notify to the other from time to time. Any such notice will be deemed to be delivered when received if delivered by messenger, three days after mailing or one day after being sent by overnight courier, as the case may be.

17. Law

17.1 The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of England and Parties hereby submit irrevocably to the exclusive jurisdiction of the English Courts.

Interchange Communications Limited,
Princes Drive, Coventry Road, Kenilworth
Warwickshire, CV8 2FD