

TERMS AND CONDITIONS

These Terms and Conditions for Event Participation apply to participation in events organised by JBHG Ltd, referred hereinafter as JBHG.

Terms used below have the following meanings :

- JBHG : owner, organizer
- YOU or PARTICIPANT : the registered attendee or exhibitor

If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

1 Participant Requirements

1.1 Access. Your registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

1.2 Use of Likeness. By participating in the Virtual Event you acknowledge and agree to grant Virtual Event the right at the Virtual Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Virtual Event includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Virtual Event Content. You acknowledge and agree that Virtual Event, in its sole discretion, reserves the right to change any and all aspects of the Virtual Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Virtual Event content shall be recorded by JBHG and will be accessible to paid registrants.

2 Prohibited Conduct

2.1 Limitations on Use. By registering for a JBHG Virtual Events pass you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is granted by the Organizer. By registering for a paid Virtual Event Pass, you agree not to share, sell or trade your access. If JBHG determines that you have violated this policy, JBHG may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Virtual Events.

2.2 Disruptive Conduct. You acknowledge and agree that Virtual Event reserves the right to remove you from the Virtual Event if JBHG, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Virtual Event or the enjoyment of the Virtual Event content by other Participants.

2.3 Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of sessions at JBHG Virtual Events.

2.4 Unethical/Non-Compliant Business Practices. JBHG reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

2.5 In addition to the requirements and prohibitions set forth in this Section 2, JBHG may also exclude any prospective participant from registering for or participating in any Virtual Event, in JBHG's sole discretion.

3 Fees and Registration

3.1 Payment. The payment of the applicable fee for the Virtual Event is due upon registration. If such payment is insufficient or declined for any reason JBHG may refuse to allow you to access the Virtual Event and shall have no liability in that regard.

3.2 Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

4 Cancellation and Quality Assurance

4.1 JBHG strives to provide you with the most productive and effective educational experience possible. If after completing the course you feel there is some way we can improve, please provide us in writing with your comments on the evaluation provided upon arrival. Should you feel dissatisfied with your learning experience and wish to request a credit or refund, please submit it in writing no later than 10 business days after the end of the Virtual Event to: info@thefoodeshow.com

We will evaluate individual complaints in a context of collective comments from the Virtual Event. As speakers are confirmed months before the Virtual Event, some speaker changes or topic changes may occur in the program. JBHG is not responsible for speaker changes, but will work to ensure a comparable speaker is located to participate in the program.

4.2 Cancellations are subject to the entire Virtual Event registration fee. All sales are final. No payments will be refunded or refundable. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment. In no event shall JBHG be obligated to refund all or a portion of the registration fee.

4.3 If JBHG is prevented from carrying out its obligations as it pertains to the Conference you registered for as a result of any cause beyond its control, or such Conference cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") JBHG shall have the right to immediately terminate the affected Virtual Event without liability and shall be relieved of its obligations to Registrant. If the affected Virtual Event is terminated due to a Force Majeure occurrence before the first day of the Virtual Event, then JBHG will reschedule the affected Virtual Event and your registration fee will be applied to the rescheduled Conference.

5 Virtual Event Registration Confirmation

5.1 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Virtual Event email(s) are caught by spam filters.

5.2 You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

5.3 In addition, you will also be added to the Virtual Event participant list for notifications of future Virtual Events.

5.4 If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

6 Intellectual Property

6.1 All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by JBHG, or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of JBHG.

6.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by JBHG or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of JBHG or its affiliates, all of which shall at all times remain the exclusive property of JBHG and its affiliates.

7 Disclaimer of Warranties, Limitation of Liability

7.1 JBHG gives no warranties in respect of any aspect of the Virtual Event or any materials related thereto or offered at the Virtual Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Virtual Event is provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Event are theirs alone and do not necessarily reflect the views, opinions, or positions of JBHG or any employee thereof. Virtual Event makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at a JBHG Virtual Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. JBHG does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

7.2 Except as required by law, neither JBHG nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Virtual Event or other aspect related thereto or in connection with this Agreement.

7.3 The maximum aggregate liability of Virtual Event for any claim in any way connected with, or arising from, the Virtual Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to JBHG under this Agreement.

8 Miscellaneous

Virtual Event's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. JBHG shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond JBHG's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with JBHG's prior written consent. This Agreement shall be governed by the laws of UK and the parties shall submit to the exclusive jurisdiction of Paris

courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind JBHG in any respect whatsoever.

In addition to this Agreement, if you are an Exhibitor or Sponsor for a Virtual Event, the following Exhibitor/Sponsor Terms and Conditions apply to you:

JBHG is referred to herein as "the Organizer". "Exhibitor" refers to the applicant indicated on the first page of the Sponsorship Agreement ("Cover Page") which forms part of this Agreement.

1. Payment and Terms — The Virtual Event Participation Fee is the total fee payable by the Exhibitor to the Organizer in respect of the licensing of the Virtual Exhibition Space, sponsorship, advertisement and related services. The amount and payment terms are stated on the Cover Page of the Exhibitor/Sponsorship Confirmation. All payments are non-refundable except as otherwise expressly provided herein. The entire Virtual Event Participation Fee must be paid in full prior to the Virtual Event dates. In the event of total or partial cancellation by the Exhibitor, the participation fee will not be reduced or refunded, and the total amount will be due.

If the Exhibitor fails to pay the entire Virtual Event Participation Fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, the Organizer may reassign the virtual exhibition booth location reserved for the Exhibitor and/or may resell the exhibition booth location to another party. The Organizer reserves the right to charge interest on all overdue amounts under this Agreement.

2. Cancellation/Termination — If the Exhibitor cancels or breaches this Agreement for any reason whatsoever, in addition to whatever rights the Organizer may have under applicable law, any payments made by the Exhibitor prior to the date of termination shall be retained by the Organizer as liquidated damages and not as penalty. The Organizer and the Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. The Exhibitor shall also be liable for any payments required to be paid but not paid as of date of cancellation or breach of this Agreement.

If the virtual platform used for the purpose of the Virtual Exhibition ("Exhibition Premises"), shall become impossible because of a software or issue with the hosting platform or if the holding of the Exhibition or the performance of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organizer without the Organizer being liable in damages or otherwise to the Exhibitor. The Organizer shall also not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or any other unfavorable direct or indirect, consequential or otherwise conditions arising by virtue of any cause not within the control of the Organizer. Upon termination or cancellation as aforesaid,

the Organizer shall not be liable to the Exhibitor other than for a refund of the contract price paid by the Exhibitor prorated on the basis of the number of exhibition days remaining. For purposes hereof, the phrase "cause not within the control of the Organizer" shall include fire, casualty, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance or commotion, malicious damage, sabotage, vandalism, acts of terrorism, or other similar activities, strike, lockout, boycott or other labor dispute or disturbance, inability to secure sufficient labor, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or requisition or commandeering of necessary supplies or equipment, change in local, state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional, or act of God and the words "act(s) of" shall include "threat of or perceived threat of".

This Agreement may be terminated by the Organizer forthwith if in the Organizer's opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations.

3. Virtual Booth Assignment — The Organizer shall use reasonable efforts to make virtual booth assignments in accordance with the Exhibitor's requests. However, the Organizer reserves the right to make final determination of all booth assignments. The Organizer shall have no liability for its failure or inability to comply with the Exhibitor's requests, and the Exhibitor shall have no right to cancel this Agreement because of the Organizer's failure to comply with the Exhibitor's requests.

Virtual Exhibition booths will be allocated at the Organizer's full discretion. The Organizer may change the floor plan and/or the configuration of the exhibition booths.

4. No Assignment or "Subletting" of Space — The assigned booth space is for use by the Exhibitor only. The Exhibitor may not assign this Agreement and may not permit or "sublet" all or any part of its assigned booth space to any other business or firm, unless the Organizer has given prior written approval. Any such assignment, permission or "sublease" without the Organizer's prior written approval shall be null and void.

The Exhibitors are not permitted to give their assigned booth space either fully or in part to a third party, whether for payment or free of charge.

5. Warranty — The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and the exhibits to be displayed and/or materials uploaded by the Exhibitor at the Virtual Exhibition ("Exhibit") do not infringe or are not likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the Virtual Event of any breach of the representations, warranties and undertakings herein contained in this Agreement, the license herein granted may be terminated by the Organizer (without the Organizer being liable for any damages or claim whatsoever and without prejudice to the Organizer's other rights and remedies) and the Exhibitor shall indemnify the Organizer against all claims, demands, losses, liabilities, charges, actions and expenses incurred by the Organizer as a result of such breach.

6. Right to Reject or Eject — The Organizer may reject, eject or prohibit the Exhibit in whole or part, or the Exhibitor or its representatives, with or without giving cause. If cause is not given, the maximum liability of the Organizer (if any) shall not exceed the

prorated amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If any exhibit or the Exhibitor or its representatives is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the contract price shall be made.

7. Indemnification – The Exhibitor shall be liable for and shall insure, indemnify fully and effectively and hold the Organizer, their respective shareholders harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct or failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors. The Exhibitor's aforesaid indemnity shall extend to cover all losses caused to any persons or property however caused by the Exhibitor or its personnel, or otherwise arising while the said persons are accessing the Virtual Exhibit booth or downloading exhibitor materials.

8. Liability Limitation — The liability of the Organizer (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the Virtual Event Participation Fee paid by the Exhibitor.

9. Partial Invalidity — The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision herein.

10. Revocation — Upon termination of this Agreement the license granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition Premises and remove the Exhibit.

11. Set-Off Clause — The Organizer may in its sole discretion, deduct from or set-off against any money due by the Organizer to the Exhibitor or any sum which the Exhibitor is liable to pay to the Organizer.

12. Assignment Clause — The Organizer may without the consent or approval of the Exhibitor, assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement.

13. Integration — This Agreement contains the entire agreement between the Organizer and the Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

14. Governing Law and Jurisdiction — This Agreement shall be governed by UK Law, and construed in accordance with the laws of England and Wales. Any action commenced by the Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the Exhibition shall be brought solely in the courts of London, UK. The Exhibitor consents to the jurisdiction of the courts of London, UK for the resolution of any action arising out of or relating to this Agreement, or arising out of or relating to the Exhibition.