

COMMERCIAL PARTNER ORDER FORM

Company Name:	APEAL - The Association of European Producers of Steel for Packaging
Contact Name:	Alexis Van Maercke
Position:	Secretary General
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VAT Number:	
Email:	p.mobbs@apeal.be
Event:	Packaged the 8 th Global Summit 2019
Venue:	NH Barbizon Palace, Amsterdam
Date:	24 and 25 June 2019
Package Details:	Bespoke Package: <ul style="list-style-type: none"> • pre-event marketing • 1 Speakers pas • booth 3x2 • 1 solution spotlight (speaking slot) Day 1 Room 1 (Steamed) • 2 pas
Payment terms:	Payment start 31 January 2019 - 100% payment upon receiving the invoice
Total FEE:	€ 14500 EURO

Unless otherwise stated and subject only to Condition 8 (Cancellation and Postponement), in the event of a conflict between the terms of this Order and the Conditions, the terms of this Order take precedence.

Signed: Commercial Partner	Signed: MA Exhibitions Ltd
Print Name: Alexis Van Maercke	Print Name: Henk Gieskens
Position: Secretary General	Position: Account Manager
Date: 09/11/18	Date: 09/11/2018

GBP £ Payment Details

MA Exhibitions Limited
GBP Current Account
Sort Code: 401160
Account Number: 11025430
IBAN: GB80HBUK40116011025430

USD \$ Payment Details

MA Exhibitions Limited
USD Current Account
Sort Code: 400515
Account Number: 77715442
IBAN: GB63MIDL40051577715442

EUR € Payment Details

MA Exhibitions Limited
Euro Current Account
Sort Code: 400515
Account Number: 77713965
IBAN: GB75MIDL40051577713965

This Order is subject to the Terms & Conditions. Defined terms used in this Order shall have the meanings set out in the Conditions. By signing this Order you confirm that you have read and accept the terms of the Conditions, which are incorporated into this Order in full please see Commercial Partners T&Cs:

COMMERCIAL PARTNERS TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply “Commercial Partner” – the company specified in the Order who will provide sponsorship of the Event “Commercial

Partner Attendees” – those employees, agents and representatives of the Commercial Partner who are to attend the Event, as specified in the Order “Commercial Partner

Material” – all documents, information and materials provided to MA Exhibitions by the Commercial Partner

“Commercial Partner Package” – the benefits package received by the Commercial Partner set out in the Order

“Conditions” – these terms and conditions as amended from time to time

“Contract” – the contract between MA Exhibitions and the Commercial Partner for the supply of the Services in accordance with these Conditions

“Event” – the event set out in the Order

“Event Literature” – has the meaning given to it in clause 4.1.5

“Event Material” – all documents, information, presentations and materials created by or on behalf of MA Exhibitions in connection with the Event;

“Fee” – the sum payable to MA Exhibitions by the Commercial Partner for the sponsorship of the Event, as set out in the Order, but excluding the Service Charge;

“Force Majeure Event” – an event beyond the reasonable control of MA Exhibitions including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of MA Exhibitions or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;

“IPR” – patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

“Order” – the Commercial Partner’s order form for the supply of the Services and attached to these Conditions;

“Services” – the services to be supplied by MA Exhibitions to the Commercial Partner, comprising the delivery of the Commercial Partner Package at the Event;

“Service Charge” – the amount charged in respect of the Event in addition to the Fee, as set out in clause 6.2, and specified in the Order;

“Total Fee” – the total amount payable by the Commercial Partner pursuant to this Contract, being the sum of the Fee and the Service Charge, plus VAT (or any other applicable taxes);

“Venue” – the venue of the Event as specified in the Order;

“Ma exhibition ” – MA Exhibitions Ltd, a company registered in England and Wales with registration 06779864 and registered office at St. Jude’s Church, Dulwich Road, London, SE24 0PB;

"MA Exhibitions Material" – all documents, information and materials provided by MA Exhibitions to the Commercial Partner for the Event.

2. INTRODUCTION

2.1 The Event is organised and managed by MA Exhibitions Ltd, a company registered in England and Wales with registration 06779864 and registered office at St Jude's Church, Dulwich Road, London, E24 0PB;

2.2 These Conditions and the Order to which they are attached (together the "Contract") set out the terms on which the Commercial Partner agrees to provide Event sponsorship.

3. COMMERCIAL PARTNER PACKAGE

3.1 Subject to clause 3.4, MA Exhibitions will provide the Commercial Partner Package at the Event.

3.2 Where a package includes a promotion of the Commercial Partner Material in marketing and advertising materials, the Commercial Partner undertakes to provide the Commercial Partner's Material to MA Exhibitions before the (reasonable) date specified by MA Exhibitions as the deadline for the provision of such materials.

3.3 The Commercial Partner (or companies associated with the Commercial Partner) agrees and undertakes not to invite confirmed Event delegate attendees to social and/or networking activities which conflict with Ma exhibition 's schedule of social and/or networking activities during the Event.

3.4 If for any reason, MA Exhibitions is unable to deliver any element of the Commercial Partner Package, MA Exhibitions will inform the Commercial Partner as soon as reasonably practicable and MA Exhibitions may substitute comparable alternative benefits without any liability to the Commercial Partner.

3.5 The Commercial Partner acknowledges and agrees that it shall be solely responsible for all costs that it incurs relating to its attendance at the Event (including, without limitation, any travel, accommodation, stand construction or other costs of any nature whatsoever).

4. COMMERCIAL PARTNER OBLIGATIONS

4.1 The Commercial Partner undertakes:

- 4.1.1 to support the Event through appropriate marketing and promotional channels and to collaborate with MA Exhibitions on any appropriate joint marketing or promotional projects relating to the Event;
- 4.1.2 to send the agreed names and number of Commercial Partner's Attendees, as specified in the Order, to MA Exhibitions at least three months prior to the Event, or within 14 days of the signing of the Order if the Order is signed less than three months prior to the Event;
- 4.1.3 to procure that the Commercial Partner's Attendees will be at the Venue for the duration of the Event;
- 4.1.4 to adhere to the rules and conditions imposed by MA Exhibitions (and the owners of the Venue, subject to the Commercial Partner having been made aware of such rules and conditions), including, but without limitation, any and all conditions of sale applicable to tickets for the Event;
- 4.1.5 prior to distributing or posting any promotional materials referencing the Event and/or using the Event Material (the "Event Literature"), to provide copies of the Event Literature to MA Exhibitions for its approval (not to be unreasonably withheld);
- 4.1.6 that it shall not distribute (by electronic means or otherwise) any Event Literature until it has received written confirmation from MA Exhibitions that the Event Literature is approved. The Commercial Partner is solely responsible for meeting all costs relating to the Event Literature (including reprinting costs if MA Exhibitions approval is not obtained prior to printing);
- 4.1.7 that any Event Literature will:
 - (a) comply, without limitation, with all relevant laws and regulations in force that relate to the
 - (b) comply with any instructions or directions issued by or on behalf of Ma exhibition ;
 - (c) not contravene any applicable law, infringe the rights of any third party or contain any
 - (d) include any legal or good practice notices as required by MA Exhibitions from time to time, and in the event that such Event Literature contravenes this clause 4.1.7 ("Unauthorised Material");

MA Exhibitions shall have the right to require the Commercial Partner to remove the Unauthorised Material immediately from the Venue;

- 4.1.8 to comply promptly with all reasonable instructions and directions issued by or on behalf of MA Exhibitions in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the Venue);
- 4.1.9 that it shall not do, or omit to do, (and the Commercial Partner shall procure that none of its employees, agents or contractors shall do, or omit to do) anything which may: (i) bring the Event or the other party into disrepute; (ii) disparage the Event or Ma exhibition ; (iii) damage Ma exhibition ' goodwill associated with the Event; or (iv) be otherwise prejudicial to the image and/or reputation of the Event or Ma exhibition ; and
- 4.1.10 it shall not engage in joint promotions with any third party in relation to the Event without the prior written consent of Ma exhibition .

4.2 The Commercial Partner undertakes to procure that the Commercial Partner's Attendees shall be appropriately qualified for the event and shall conduct themselves in a proper and professional manner at all times, and shall adhere to any health and safety, security or other requirement of MA Exhibitions (or of the Venue or other person approved by Ma exhibition) in relation to the Event.

4.3 The Commercial Partner hereby agrees to any content created from the workshops, showcases, presentations or other thought leadership opportunities at the Event

being made available for Ma exhibition ' on-line resource centre, event promotion and additional use as appropriate.

5. MA EXHIBITIONS OBLIGATIONS

5.1 MA Exhibitions shall:

- 5.1.1 provide the Services with reasonable skill and care;
- 5.1.2 notify the Commercial Partner of the nature of available meeting facilities and of promotional material (including, but not limited to, display stands and brochures) that the Commercial Partner may display;
- 5.1.3 provide notice of any material Event itinerary changes to the Commercial Partner as soon as reasonably practicable;
- 5.1.4 market the involvement of the Commercial Partner at the Event, providing pre-Event publicity and brand awareness for the Commercial Partner;
- 5.1.5 use reasonable endeavors to connect the Commercial Partner and other attendees of the Event, in accordance with the Commercial Partner Package;
- 5.1.6 subject to and only with the attendees' consent, in accordance with the Commercial Partner Package, provide the Commercial Partner with the details of delegates that they have been matched with or who are confirmed as attending their pre-arranged clinics or other agreed sessions as soon as reasonably practicable; and
- 5.1.7 subject to and only with the attendees' consent, in accordance with the Commercial Partner Package, provide the Commercial Partner with access to attendees via the Event app for the duration of the Event.

5.2 The itinerary of the Event is created by Ma exhibition , which shall be entitled to amend such itinerary as it deems reasonably necessary from time to time either before or during the Event.

6. CHARGES AND PAYMENT

6.1 In consideration of the Services, the Commercial Partner shall pay to MA Exhibitions the Fee.

6.5 No marketing services shall be supplied to the Commercial Partner, including but not limited to digital promotion, until payment has been made.

6.6 The Total Fee is exclusive of any applicable sales tax (including, but not limited to, VAT) which shall be additionally paid by the Commercial Partner at the rate from time to time in force.

6.7 Without prejudice to any other rights and remedies available to Ma exhibition , if the Commercial Partner has not provided full payment of the Total Fee in accordance with this Clause 6, MA Exhibitions shall be entitled to charge interest on any outstanding amounts at the rate of 4% per annum above the base rate of National Westminster Bank Plc, as varied from time to time. Interest shall accrue daily, from the due date for payment to the date of actual payment, and shall be compounded quarterly.

6.8 The Commercial Partner shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.

6.9 In the event that MA Exhibitions receives an overpayment from the Commercial Partner under the Contract, MA Exhibitions shall notify the Commercial Partner in writing of the overpayment and provide the Commercial Partner with a cheque for the amount of the overpayment. Should the cheque tendered by MA Exhibitions not be cashed by the Commercial Partner by the 18-month anniversary of the date that MA Exhibitions notified the Commercial Partner of the overpayment, then MA Exhibitions shall be entitled to retain the amount of the overpayment.

7. IPR

7.1 All IPR arising in the MA Exhibitions Material (including the Event name, brochure, CD-ROM, programme and any other MA Exhibitions documentation) shall be solely and exclusively owned by Ma exhibition , together with any goodwill therein, and the Commercial Partner shall not acquire any rights in the MA Exhibitions Material.

7.2 All IPR arising in the Commercial Partner Material shall be solely and exclusively owned by the Commercial Partner, together with any goodwill therein, and MA Exhibitions shall not acquire any rights in the Commercial Partner Material. The Commercial Partner hereby grants to MA Exhibitions a royalty free, non-exclusive, worldwide license to use the Commercial Partner Material for the purposes of the Event only.

7.3 All IPR arising out of or in connection with the Event (including but not limited to any rights accruing in the MA Exhibitions Material) shall be owned by Ma exhibition .

7.4 The Commercial Partner shall not use any trade mark, trade name, logo, symbol or device of MA Exhibitions or the Event without the prior written consent of MA Exhibitions and then only in relation to the Event.

7.5 The Commercial Partner shall indemnify MA Exhibitions and keep MA Exhibitions indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that Ma exhibition ' use of the Commercial Partner's IPR in accordance with the Contract (including without limitation the Commercial Partner Material) infringes any IPR of any third party.

7.6 Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's IPR, or do anything which will or may affect any registration of the other party's IPR.

8. CANCELLATION AND POSTPONEMENT

8.1 Notwithstanding any other provision of the Contract, MA Exhibitions shall be entitled to change the Venue or cancel the Event upon providing not less than 30 days' written notice to the Commercial Partner.

8.2 If MA Exhibitions cancels the Event, the Commercial Partner shall be entitled to an alternative sponsorship package of comparable standard and benefits at another MA Exhibitions event, provided that the date of such other event is not more than 12 months from the date of cancellation of the Event. If for any reason MA Exhibitions is unable to provide such an alternative sponsorship package, the Commercial Partner shall be entitled to a full refund of the Total Fee. The entitlements in this clause are in full and final satisfaction, and MA Exhibitions shall have no other liability of any nature whatsoever to the Commercial Partner arising out of or in connection with any such cancellation.

8.3 If the Commercial Partner notifies MA Exhibitions that it wishes to cancel its sponsorship of the Event, it will still remain liable to pay to MA Exhibitions the Total Fee and any fees paid to MA Exhibitions under this Contract will be non-refundable.

9. TERM AND TERMINATION

9.1 This Contract shall take effect on the date that the Commercial Partner signs the Order and shall continue until completion of the Event, unless terminated early in accordance with its terms.

9.2 Either party has the right at any time to terminate this Contract immediately by giving written notice to the other in the event that the other:

9.2.1 has committed a material breach of any of its obligations under this Contract (and material breach includes failure to pay any amounts due under this contract); or

9.2.2 ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

9.3 Termination of this Contract by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination. Upon termination of this Contract by MA Exhibitions in accordance with this Clause 9, all outstanding sums owing to MA Exhibitions at the date of termination shall become due and payable without deduction or set-off.

9.4 Upon expiry or termination of this Contract, the parties agree that:

9.4.1 Ma exhibition ' obligations to provide any further Services shall cease;

9.4.3 the Commercial Partner shall destroy or return (at its own cost) any Event Literature and Event

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude either party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 any other liability which cannot be excluded or limited by applicable law.

10.2 Subject to clause 10.1:

Neither party shall under any circumstances whatsoever be liable to each other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential loss or damage; any loss of data; any loss of sales; any liability for punitive or aggravated damages; any loss of business opportunity; any loss of actual profit, interest, revenue or anticipated savings or any damage to goodwill or reputation arising under or in connection with the Contract; and

Each party's total liability to each other in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of the Total Fee.

10.3 The Commercial Partner will be responsible for and shall fully and effectively indemnify MA Exhibitions from and against any and all costs relating to any damage which it causes to the Venue or to the property of MA Exhibitions or any third party at (or in preparation for) the Event, or in connection with the removal of property after the Event.

10.4 MA Exhibitions shall not be liable to the Commercial Partner as a result of any delay or failure to perform its obligations under this Contract arising as a result of or in connection with a Force Majeure Event or any failure by the Commercial Partner to comply with its obligations under the Contract.

10.5 MA Exhibitions shall not be liable or responsible in any way for the loss of, or damage to, any property of the Commercial Partner left in or delivered to the Venue.

MA Exhibitions shall be entitled to dispose of any property left at the Venue by the Commercial Partner which has not been claimed within 30 days after the Event. MA Exhibitions does not accept liability or responsibility for any loss of, or damage to, or destruction of valuables, or other property of the Commercial Partner howsoever caused.

10.6 This clause 10 shall survive termination of the Contract.

11. CONFIDENTIALITY

11.1 Each party shall treat in confidence all information obtained from the other pursuant to this Contract that is confidential in nature (which shall include details of the Total Fee) and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Contract. 11.2 Each party

shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Contract; and (ii) to the extent that such confidential information is required to be disclosed by law.

12. DATA PROTECTION

The Commercial Partner consents to MA Exhibitions holding and processing data relating to the Commercial Partner and/or to the Commercial Partner Attendees for administrative and legal purposes. The personal data which the Commercial Partner provides to MA Exhibitions shall be processed, stored and transferred in accordance with the terms of Ma exhibition ' privacy policy, which can be found here.

13. GENERAL

13.1 The Commercial Partner acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Contract (save that this shall not apply so as to limit or exclude either party's liability for fraud).

13.2 This Contract contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (oral or written) relating to the subject matter of this Contract.

13.3 MA Exhibitions may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

13.4 The Commercial Partner shall not, without the prior written consent of Ma exhibition , assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.5 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or email.

13.6 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.5; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one business day after transmission.

13.7 The notice provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforce-ability of the rest of the Contract.

13.9 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.10 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.11 A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.12 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Ma exhibition .

13.13 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).