

HOSTED BUYER TERMS AND CONDITIONS

Tarsus Connect, LLC, through itself and its subsidiaries (“**Informa**”), operates various conferences and events in the meetings, travel and tourism space (collectively, “**Connect Conferences**”). Informa desires to select various hosted buyers to participate in its Connect Conferences, and you desire to serve as a hosted buyer for Informa at its Connect Conferences. You have submitted an online application (“**Hosted Buyer Application**”) to Informa to serve as a hosted buyer at the Connect Conference specified in the Hosted Buyer Application at the location and for the duration specified therein (the “**Hosted Buyer Connect Conference**”). Based on the information you have provided to Informa in the Hosted Buyer Application, you have been selected by Informa to serve, and you hereby agree to serve as, a hosted buyer for Informa at the Hosted Buyer Connect Conference on the terms and conditions of these Hosted Buyer Terms and Conditions (this “**Agreement**”).

1. Selection.

a. Informa hereby selects you to serve as a hosted buyer for Informa at the Hosted Buyer Connect Conference, and you hereby accept such selection. This selection is not exclusive and, as such, Informa may receive substantially similar and other services from other hosted buyers.

b. Informa’s selection of you does not constitute an endorsement by Informa of you or your organization. Nothing in this Agreement will be construed to imply that Informa authorizes, supports, endorses or sponsors any product or service of yours or your organization, and you will make no statement or communication to the contrary.

c. Informa may, and you hereby authorize Informa to, identify you as a hosted buyer on its websites, social media channels and print marketing/informational materials. You specifically authorize Informa to use your name, photograph, likeness, voice and biographical information in any media now known or hereafter developed (including film, video and digital or other electronic media), without compensation.

2. Hosted Buyer Commitments. As a hosted buyer for Informa at the Hosted Buyer Connect Conference, you will:

a. pay Informa a reservation fee equal to Two Hundred Dollars (\$200) (the “**Reservation Fee**”);

b. attend the full program of the Hosted Buyer Connect Conference for the duration thereof;

c. make, through Informa’s web portal for the Hosted Buyer Connect Conference, no less than forty (40) meeting appointments with your choice of convention and visitors bureaus, hotels, resorts and/or service providers (such scheduled meetings, the “**Hosted Buyer Meetings**”);

d. attend in-person the Hosted Buyer Connect Conference, and faithfully and diligently devote your business time, attention and energy to the Hosted Buyer Meetings confirmed by Informa for the duration thereof;

e. provide detailed, written feedback to Informa on the duration and quality of, and suggested improvements to, the Hosted Buyer Connect Conference and the Hosted Buyer Meetings; and

f. be subject to, and will fully comply with, the Delegate Terms and Conditions and Event Code of Conduct applicable to and in effect for the Hosted Buyer Connect Conference.

The commitments described in clauses (a) through (f), inclusive, are referred to herein collectively as the “**Hosted Buyer Commitments**”.

3. Hosted Buyer Benefits.

a. In consideration of your performance of the Hosted Buyer Commitments, Informa will book and pay for the following (subject to a maximum of \$1,500): (i) round-trip, economy-class flight within the United States to and from the Hosted Buyer Connect Conference; (ii) hotel accommodations (room only) for the duration of the Hosted Buyer Connect Conference; and (iii) registration for your attendance at the Hosted Buyer Connect Conference. Informa will make flight reservations in consultation with you and, once such reservations are made, any changes thereto (including costs associated therewith) are your sole responsibility. The costs and expenses described in clauses (i) through (iii), inclusive, are referred to herein collectively as the “**Hosted Buyer Expenses**”.

b. You are solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any tax authority with respect to the Hosted Buyer Expenses. Informa will, as applicable, report payment of the Hosted Buyer Expenses by filing Form 1099-MISC with the Internal Revenue Service as required by law.

c. Within 30 days after the conclusion of the Hosted Buyer Connect Conference, Informa will confirm and verify whether you have successfully performed the Hosted Buyer Commitments.

i. If Informa determines that you have successfully performed the Hosted Buyer Commitments, Informa will pay you a performance fee equal to Two Hundred Dollars (\$200) through its preferred payment method.

ii. If Informa determines that you have not successfully performed the Hosted Buyer Commitments:

1. the Reservation Fee is deemed forfeited and Informa will retain the Reservation Fee for its own account without further obligation or liability to you; and

2. you will immediately reimburse Informa for the Hosted Buyer Expenses.

d. Notwithstanding anything herein to the contrary and for the avoidance of doubt, you are solely responsible for the following: (i) your meals; (ii) your personal expenses at the hotel, including extras such as breakfast, room service, telephone, laundry, mini-bar and Wi-fi; (iii) hotel-upgrades, including early check-ins and late check-outs; (iv) ground transportation to and from the airport and hotel; (v) if applicable, visa/visa waiver application fees; (vi) travel insurance; and (vii) all other costs and expenses associated with your attendance at the Hosted Buyer Connect Conference.

4. **Representations and Warranties.** You represent and warrant that:

a. all information set forth in your Hosted Buyer Application, which was the basis upon which you were selected by Informa as a hosted buyer for the Hosted Buyer Connect Conference, is true, correct and complete in all respects;

b. you have sufficient knowledge, education, experience, expertise, capacity and ability to diligently participate at your Hosted Buyer Meetings;

c. in your organization, you are responsible for buying, evaluating and/or advising on the purchase of products and services that are the subject of your Hosted Buyer Meetings; and

d. you have never been convicted of or pled guilty, including a plea of nolo contendere, to a crime except for minor traffic offenses.

You will immediately notify Informa in writing if any representation or warranty above is no longer true and correct in any respect, specifically including if any information set forth in your Hosted Buyer Application is no longer true

and correct following submission thereof to Informa.

INFORMA HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SUITABILITY, BENEFIT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OF THE HOSTED BUYER CONNECT CONFERENCE AND/OR THE HOSTED BUYER MEETINGS.

5. **Compliance with Laws, Regulations and Professional Guidelines.** You will comply with, and will perform the Hosted Buyer Commitments in compliance with, all applicable laws, regulations and professional guidelines. You will comply with all policies of your employer and any society or association governing your profession that apply to your relationship with Informa, including any policies requiring you to disclose your relationship hereunder with Informa.

6. **Independent Contractor Status.** You are an independent contractor and not an employee of Informa with respect to the Hosted Buyer Commitments. As an independent contractor, you are not entitled to any pension, profit sharing, health or other benefits, if any, that are or may be available to Informa's employees. You have no authority to, and will not represent to any party that you have authority to, bind Informa to any contract, agreement or arrangement.

7. **Term and Termination; Survival.**

a. Unless terminated earlier as provided herein, this Agreement automatically expires one (1) year from the conclusion of the Hosted Buyer Connect Conference.

b. Informa may terminate this Agreement for any reason or no reason upon thirty (30) days' notice. If Informa terminates this Agreement pursuant to this Section 7(b), Informa will return the Reservation Fee to you.

c. Informa may immediately terminate this Agreement upon notice if you (i) breach or attempt to breach this Agreement or commit an act which could reasonably be considered (1) to be immoral, unethical, deceptive, scandalous, harmful, hateful or obscene or (2) to injure, tarnish, damage or otherwise affect the reputation and goodwill of Informa, its affiliates and/or their products and services (specifically including the Connect Conferences). If Informa terminates this Agreement pursuant to this Section 7(c), (A) the Reservation Fee is deemed forfeited and Informa will retain the Reservation Fee for its own account without further obligation or liability to you and (B) you will immediately reimburse Informa for the Hosted Buyer Expenses.

d. You may only terminate this Agreement upon prompt written notice to Informa if:

i. after your acceptance of this Agreement, you become subject to a professional conflict that materially interferes or impedes with your ability to serve as a hosted buyer for Informa at the Hosted Buyer Connect Conference and provide credible, documentary evidence of the same to Informa. If you terminate this Agreement pursuant to this Section 7(d)(i), (A) the Reservation Fee is deemed forfeited and Informa will retain the Reservation Fee for its own account without further obligation or liability to you and (B) you will immediately reimburse Informa for the Hosted Buyer Expenses. If, however, you identify in a timely fashion a suitable replacement, hosted buyer who (x) agrees to serve as a hosted buyer for Informa at the Hosted Buyer Connect Conference and (y) is approved by Informa to serve as a hosted buyer at the Hosted Buyer Connect Conference, Informa will return the Reservation Fee to you.

ii. after your acceptance of this Agreement, you or an immediate family member suffers a disabling illness or injury or death that materially interferes or impedes with your ability to serve as a hosted buyer for Informa at the Hosted Buyer Connect Conference and provide credible, documentary evidence of the same to Informa. If you terminate this Agreement pursuant to this Section 7(d)(ii), (A) Informa will return the Reservation Fee to you and (B) you will not be responsible for reimbursing Informa for the Hosted Buyer Expenses.

e. Expiration or early termination of this Agreement will not affect the accrued rights or liabilities of the parties arising out of this Agreement as of the date of expiration or early termination.

f. The provisions of Section 7 (Term and Termination; Survival), Section 8 (Waiver, Release and Indemnification), Section 9 (Limitation of Liability), Section 10 (Data Privacy), Section 12 (Informa Marks), Section 13 (Equitable Remedies and Enforcement) and Section 14 (Miscellaneous) survive the expiration or early termination of this Agreement.

8. **Waiver, Release and Indemnification.**

a. You hereby waive all claims against Informa, its affiliates and its and their respective directors, employees, representatives and agents (collectively, the “**Informa Parties**”) for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from your travel to and from, and participation in (including performance of the Hosted Buyer Commitments), the Hosted Buyer Connect Conference and the Hosted Buyer Meetings, regardless of whether or not caused in whole or in part by the negligence or other fault of any Informa Party.

b. You will indemnify, defend and hold harmless the Informa Parties against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys’ fees) relating to (i) your breach or attempted breach of this Agreement and (ii) your performance of the Hosted Buyer Commitments and/or any action taken or not taken with respect thereto.

9. **Limitation of Liability.** Informa’s total cumulative liability to you under this Agreement and/or relating to the Hosted Buyer Commitments shall not exceed the amount of the Reservation Fee. In no event will Informa be liable under this Agreement for any: (i) special, indirect, incidental, consequential or punitive damages or (ii) loss of data, profit, goodwill, anticipated savings, revenue or business, whether based on contract, tort or other legal theory relating to this Agreement and/or the Hosted Buyer Commitments.

10. **Data Privacy.** Informa may, and you hereby authorize Informa to, share the personal information you provide to us (“**Personal Information**”) with the individuals, companies and organizations who you will have Hosted Buyer Meetings with. In addition, Informa will use and share the Personal Information in accordance with the Delegate Terms and Conditions applicable to and in effect for the Hosted Buyer Connect Conference.

11. **Anti-Bribery and Corruption.**

a. In this Agreement, “**Anti-Corruption Laws**” mean any applicable domestic or foreign anti-bribery and anti-corruption laws and regulations, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

b. You represent, warrant and covenant that: (i) in performing the Hosted Buyer Commitments, you: (1) have not done, and will not do, any act or thing that contravenes the Anti-Corruption Laws and (2) have not failed or omitted to do, and will not fail or omit to do, any act or thing to ensure compliance with the Anti-Corruption Laws; (ii) you will comply with Informa plc’s Anti-Bribery and Corruption Policy as provided by Informa to you from time to time; and (iii) you will immediately notify Informa in writing on becoming aware of any breach of this Section 11.

12. **Informa Marks.** You will not use the trademarks, service marks, names, logos or other identifiers of Informa or its affiliates without Informa’s prior written consent in each instance.

13. **Equitable Remedies and Enforcement.** Any breach by you of this Agreement will cause irreparable injury to Informa and shall entitle Informa to the entry of any temporary or permanent injunctive relief, or any other equitable remedy as may be necessary in the circumstances. The pursuit or securing of any such

injunctive relief does not limit Informa's right to seek or obtain any other remedy provided hereunder or by law.

14. **Miscellaneous.**

a. This Agreement is an agreement for the provision of services by you personally. Therefore, you may not transfer, assign or delegate any of your rights, interests, obligations or duties hereunder (including the Hosted Buyer Commitments) to any third party without Informa's prior written consent. Any attempted transfer, assignment or delegation by you will be null and void.

b. This Agreement is binding on the parties and on Informa's successors and assigns.

c. Except as provided in Section 8 (Waiver, Release and Indemnification), this Agreement is for the sole benefit of the parties and Informa's successors and assigns and nothing herein is intended to or does confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

d. Informa may assign this Agreement or any right, interest, obligation or duty hereunder to any third party.

e. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which given.

f. This Agreement may only be amended or modified by a writing executed by the parties.

g. If any provision of this Agreement or portion thereof is deemed void, invalid, or unenforceable, the validity and enforceability of the remaining provisions or portions thereof will not be affected.

h. This Agreement constitutes the complete agreement between the parties, and supersedes all prior agreements, oral or written, concerning the subject matter hereof and thereof.

i. This Agreement is governed by the laws of the State of New York. The courts of the State of New York have exclusive jurisdiction to resolve any dispute relating to this Agreement.

j. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

k. YOU WILL NOT INITIATE OR PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT AGAINST INFORMA ONE (1) YEAR AFTER THE DATE OF THIS AGREEMENT.

l. YOU ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, YOU HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.