


EVENT HOSTING AGREEMENT – ROUTES AMERICAS 2022

Informa	Company Name	INFORMA MARKETS (UK) LIMITED		
	Company Number	370721	Registered in	England and Wales
	Registered Office	5 Howick Place, London, SW1P 1WG		

Host	Name	City of San Antonio		
	Company Number	N/A	Registered in	Texas, USA
	Registered Office	Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966		

Effective Date	
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- A. The parties intend that the Event should be located in the Host City.
- B. In order to secure the Host City as the venue for the Event and having regard to the significant benefits that are likely to accrue to the Host as a result of hosting the Event, the Host is willing to provide the goods and services and pay the Contribution as set out in this Agreement.
- C. This Agreement sets out the terms and conditions upon which the parties have agreed that the Event shall take place.

Signed for and on behalf of Informa		Signed for and on behalf of the Host	
Signature 		Signature	
Name Steven Small		Name	
Position Director of Events - Routes		Position	
Date 26 th August 2020		Date	

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IT IS AGREED:

1. Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

Agreed Time	as defined in Schedule 1;
Applicable Law	all laws, statutory instruments, common law, regulations, codes of conduct, rules and industry standards applicable to each party, this Agreement and the performance by the parties of their obligations under this Agreement;
Business Day	any day (other than a Saturday or a Sunday) on which banks are open in the state of Texas for the transaction of normal banking business.
Competing Conventions	as defined in Schedule 1;
Confidential Information	(a) a party's trade secrets and confidential information, all information it discloses relating to this Agreement or disclosed in its negotiation, and any information relating to or comprising its operations, processes, product information, know-how, contracts, delegates, market opportunities, transactions, databases, customers, finances, sales, plans, intentions, strategies, projections, affairs and/or business; (b) the existence, terms and subject matter of this Agreement and the negotiations relating to this Agreement; and (c) in the case of Informa, any Delegate's Personal Data;
Contribution	the Host's financial contribution towards the Event as set out in Schedule 1;
Control	in relation to an undertaking: (i) the ownership or ability to direct the exercise of a majority of the voting rights capable of being exercised at a general meeting of that undertaking; (ii) the right to appoint or remove a majority of the board of directors (or corresponding officers) of that undertaking; or (iii) the possession of the power to direct or cause the direction of its financial and operational management and policies (whether through the ownership of voting shares, by virtue of provisions contained in its constitutional documents, by a management or advisory agreement, by contract, by agency or otherwise), in each case, either directly or indirectly;
Data Protection Law	the Regulation, the Directive, and the California Consumer Privacy Act 2018, as amended or replaced from time to time,

	and all other national, international, regional, federal or other laws related to data protection and privacy that are applicable to any territory where: (i) the Host processes personal data; (ii) services are provided and/or received; and/or (iii) Informa and/or the Host is established;
Delegate	a delegate and/or attendee at the Event;
Directive	the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
Effective Date	as defined on page 1 of this Agreement;
Event	as defined in Schedule 1;
Force Majeure Event	<p>an event beyond a party's reasonable control (the Affected Party) (which may include acts of God, acts of terrorism, insurrection, riots, civil unrest, military action, epidemic, pandemic (including COVID-19 or any other widespread health crisis) imposition of sanctions (including those on air travel), embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing a prohibition, royal demise, fire, flood, earthquake, storm and other natural disasters, explosion, collapse of buildings, epidemic or pandemic). Event of Force Majeure does not include:</p> <p>(a) strikes or other industrial action solely affecting employees of the Affected Party or its subcontractors; or</p> <p>(b) any event affecting a subcontractor or supplier of the Affected Party, unless that event is itself an Event of Force Majeure;</p>
Event Period	the period during which the Event is being held and the two week period leading up to the Event;
Good Industry Practice	the exercise of that degree of skill, competence, diligence, foresight, experience and prudence as would be expected from a skilled and experienced person engaged in the provision of similar services in the UK under the same or similar circumstances and conditions as the relevant party;
Group	means with respect to the Host, the Host, its ultimate parent undertaking and the subsidiary undertakings of its ultimate parent undertaking and its associated companies and affiliates or, with respect to Informa only, Informa PLC and any entity whose ultimate parent company is Informa PLC;

Host City	as defined in Schedule 1;
Long Stop Date	as defined in Schedule 1;
Malpractice	includes giving or receiving any financial or other advantage that may be construed as a bribe, whether for the purpose of the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 or any other Applicable Law;
Personnel	employees, agents, subcontractors, suppliers and invitees of a party and that party's subcontractors engaged, or due to be engaged, in relation to the Agreement or otherwise carrying out, or required to carry out, a party's obligations under this Agreement;
Public Official	any: (a) officer, employee, representative or any other person acting in an official capacity on behalf of a government or any department, agency, or body thereof; (b) legislative, administrative, or judicial official; (c) candidate for political office or an official of a political party; (d) official of a supra-national or international organization; or (e) employee or officer of a state-owned or controlled enterprise;
Regulation	the General Data Protection Regulation (EU) 2016/679
Third Party	as defined in Clause 6;
Trade Marks	the trade marks set out in Schedule 2 and any registrations and/or applications for the same and any reference to "the Trade Marks" shall include a reference to any one of them; and
Venue	as defined in Schedule 1.

The terms **personal data**, **controller**, **processor**, **processing**, **data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.

2. **Commencement and Duration**

This Agreement shall commence on the Effective Date and (unless terminated earlier in accordance with its terms), shall continue until the expiry of the Agreed Time when it shall terminate automatically without notice.

3. **Obligations**

- 3.1 Subject to the terms of this Agreement and the Host complying with its obligations under this Agreement, Informa shall procure that the Event shall be held at the Venue in the Host City at the Agreed Time.
- 3.2 Each party shall (at its own cost except where stated otherwise):

- (a) comply with the terms of this Agreement; and
- (b) provide (or procure the provision of) the goods, services and/or elements for which it is responsible under Schedule 1.

3.3 Each party shall:

- (a) ensure that any goods, services or elements it provides under this Agreement are of a high standard and quality, consistent with a high profile international conference and directed towards maximising the profile of the Event;
- (b) use reasonable endeavours to market the Event and the Host City;
- (c) establish and identify to the other party an Event-specific team and/or organiser for liaison purposes and ensure that it has and provides sufficiently qualified, trained and vetted personnel and resources to comply with its obligations under this Agreement;
- (d) cooperate and liaise with one another and provide such information and assistance as may be reasonably required by the other party in connection with this Agreement;
- (e) keep the other party informed on a regular basis of progress in relation to all aspects of the Event and notify the other party immediately on becoming aware of any occurrence that may affect the operation or success of the Event;
- (f) perform its obligations under this Agreement with reasonable skill and care, in compliance with all Applicable Laws and regulations and in accordance with Good Industry Practice; and
- (g) act in good faith towards the other party in all its dealings in relation to the Event.

3.4 The parties shall arrange and attend regular meetings (by telephone or in person) to review the progress of the preparations for the Event and, following the Event, to assess its delivery and success. Such meetings shall be held at such intervals and at such locations as may be determined by the parties (acting reasonably) from time to time.

3.5 The Host shall (or shall procure that any relevant Third Party shall) obtain (at the Host's own cost) all local licences, authorisations, permits and consents required to host the Event at the Venue in the Host City and to perform its obligations under this Agreement including any performance, entertainment, liquor or premises related licences.

3.6 Informa shall determine whether any co-located event, meeting or similar activity can add value to the Event and/or the Host. Informa shall notify and consult with the Host regarding any such events, meetings or activities but Informa shall have sole discretion as to whether to permit such event whereupon the parties shall agree in writing how the same would be delivered.

3.7 Informa does not give any guarantee, warranty or representation in relation to the presence or attendance of any particular Delegate(s) at the Event and excludes all liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising from any non-attendance of any expected Delegate(s).

- 3.8 Each party shall notify the other as soon as practicable of any health, safety or security incidents or material health and safety hazards at the Venue of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Host shall instruct the Host's Personnel to adopt any necessary associated safety or security measures in order to manage and remove any health, safety and security hazards.

4. **Contribution**

- 4.1 The Host shall pay the Contribution to Informa in accordance with the timescales, and to the bank account, set out in Schedule 1 or as otherwise directed by Informa in writing. Except as set out in clause 17, the Contribution is non-refundable and payable in full.
- 4.2 The Contribution is exclusive of value added tax and any other applicable taxes, charges or duties, which the Host shall pay in addition to the Contribution.
- 4.3 The Host shall make all payments due under this Agreement in full in the currency set out in Schedule 1 without set-off, deduction, or withholding unless required by law. If any such withholding or deduction is required by law, the Host shall, when making the payment to which the set-off, withholding or deduction relates, pay to Informa such additional amount as will ensure that Informa receives the same net total amount that it would have received if no such set-off, withholding or deduction had been required (the **Top-up Payment**). If having received any such Top-up Payment, Informa subsequently receives a tax credit in respect of any such set-off deduction or withholding, it shall as soon as reasonably practicable pay the amount of such credit to the Host up to the amount of such Top-up Payment. No credit shall be deemed received by Informa unless it has relieved Informa of a present obligation to pay tax.
- 4.4 If any sum payable by the Host under this Agreement is not paid when due, Informa reserves the right to charge interest on the overdue amount from the due date to the date of payment at 4% per annum above the base rate of Lloyds Bank plc from time to time (such interest accruing daily and being compounded monthly, both before and after the date of judgment).

5. **Non-compete**

- 5.1 The Host shall:
- (a) not organise or assist in organising or facilitate (whether directly or indirectly) in the calendar year in which the Event is to take place and in the 12 months before the Event, each within a 150 mile radius of the Host City:
 - (i) any other event which might have a detrimental effect on the Event;
 - (ii) any other event which might adversely affect the availability or cost of accommodation for the Delegates or the availability or cost of the Venue or flights to or from the Event; or
 - (iii) any Competing Conventions; and
 - (b) ensure that neither it nor any Third Party carries out any advertising at the Venue during the Agreed Time that relates to or competes with Informa, the Informa business (or any part of it) or the Event, or is for an organisation that is the same as or similar to Informa

or the Informa business (or any part of it), or is for an event that is the same as or similar to the Event without the prior written consent of Informa.

6. **Third Party Organisations**

6.1 To the extent that the Host wishes to appoint a service provider, sub-contractor, sponsor or other third party to carry out any of its obligations under this Agreement (**Third Party**), the Host shall:

- (a) procure that each Third Party shall comply with the terms of this Agreement in the same way and to the same extent that the Host is obliged to comply;
- (b) enter into written agreements with each Third Party which shall impose the same obligations on such Third Parties as are imposed on the Host (to the extent applicable to services, goods or elements provided by the Third Party) and which shall include third party rights for Informa to enforce the agreement directly against the Third Party; and
- (c) remain liable to Informa for all subcontracted obligations and any acts or omissions of the Third Party, as if such acts and omissions were the Host's own acts or omissions.

6.2 To the extent that the Host wishes to enter into any agreement to procure the Venue or any other venue for the Event, the Host shall:

- (a) provide Informa with a copy of the agreement(s) and any related documentation (prior to signing or entering into such agreement(s))
- (b) obtain Informa's approval of all key terms contained in such agreement including but not limited to the following: space included in the lease, tenancy duration, levels of service provided by the venue (including security, personnel, fire safety cover, cleaning, traffic marshalling, first aid etc) and data protection compliance. ; and
- (c) not sign any such agreement(s) without Informa's prior written consent.

6.3 For the avoidance of doubt, any agreement(s) between the Host and the Venue, or any other venue for the Event, must include:

- (a) the ability for Informa to appoint its own sub-contractors in order to perform its obligations under this Agreement; and
- (b) the ability for the benefit of the agreement(s) to be assignable to Informa, at Informa's election, in the event that Informa terminates this Agreement pursuant to Clause 16.1, unless the parties agree otherwise.

7. **Confidentiality**

7.1 Subject to Clause 8, each party (the **Recipient**) shall keep the other party's (the **Discloser**) Confidential Information confidential and shall not divulge the same to any third party or use it itself for any purpose except for the purposes of carrying out its obligations or exercising or enforcing its rights under this Agreement, without the prior written consent of the Discloser.

- 7.2 The provisions of this Clause 7 shall not apply to any information that the Recipient can show:
- (a) is in the public domain other than as a result of a breach by the Recipient of this Agreement or any other obligations of confidentiality;
 - (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
 - (c) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction or the rules of any applicable stock exchange (but then only to the extent and for the purpose required and only after consultation with the Discloser and after taking into account the Discloser's reasonable requirements as to the timing, content and manner of communication of such information);
 - (d) is approved for disclosure by the Discloser in writing; or
 - (e) was developed independently of and without reference to confidential information disclosed by the Discloser.
- 7.3 Each party may share the other party's Confidential Information with its employees, agents, directors, officers, sub-contractors, professional advisors and consultants who need to know the same in connection with this Agreement provided that such persons are made aware of and comply with these obligations as to confidentiality.

8. Publicity

On or following signature of this Agreement, the parties may issue a joint press release approved in writing by both parties to announce the execution of this Agreement and/or the Event. Informa may issue other press releases and information relating to the Event without the consent of the Host. The Host may not issue press releases or hold press conferences relating to the Event without the prior written consent of Informa (such consent not to be unreasonably withheld or delayed). Informa will be given a reasonable opportunity to send a representative to all press conferences held in connection with or relating to the Event.

9. Data protection

- 9.1 The Host represents, warrants and undertakes that it shall comply at all times with Data Protection Law. Without limitation to the foregoing, the Host further represents, warrants and undertakes that, if and to the extent that Informa transfers Informa personal data to the Host, it shall comply with the provisions of Schedule 3 relating to data privacy. For the avoidance of doubt, Schedule 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.
- 9.2 The Host acknowledges that Informa and/or any member of the Informa Group may need to hold and process, both electronically and manually, personal data relating to it in connection with this Agreement and that Informa and/or any member of the Informa Group (as applicable) will do so in accordance with Data Protection Law.

10. Trade Marks

- 10.1 During the term of this Agreement, Informa grants to the Host a revocable, non-exclusive, royalty free, world-wide, non-transferable licence to use the Trade Marks solely in connection with and for the purposes of this Agreement including the marketing of the Event.
- 10.2 Notwithstanding Clause 10.1, the Host may continue to use the Trade Marks for a reasonable period following the expiration of the Agreed Time subject to obtaining Informa's prior written consent provided that such use shall be solely in connection with the promotion of the Event.
- 10.3 The Host shall use the Trade Marks only in such forms and colours as appear in Schedule 2 (or as are notified in writing by Informa) and in accordance with any brand guidelines notified by Informa. The Host shall not use the Trade Marks in any way that may or may reasonably be considered to be likely to devalue or reduce the goodwill in the Trade Marks and/or the reputation of Informa, the Informa Group or the Event.
- 10.4 The Host shall not be entitled to use the Trade Marks on any items (other than on marketing materials and the Host's website) or for any purpose other than as set out in this Agreement without the prior written consent of Informa.
- 10.5 The Host shall not do, or omit to do, anything to diminish the rights of Informa in the Trade Marks or impair any registration of the Trade Marks. The Host agrees that all goodwill arising from the use of the Trade Marks shall accrue to Informa exclusively and the Host assigns to Informa with full title guarantee (free from all liens, charges and encumbrances) all its right title and interest in and to any such goodwill with the intent that the same shall vest in Informa immediately on the same coming into existence.
- 10.6 The Host may not register or apply to register any of the Trade Marks or any similar marks (including as part of any domain name), may not use any of the Trade Marks or any similar marks as part of any corporate name, trading name or domain name and may not use any other trademarks, service marks or logos (registered or otherwise) in connection with the Event, without obtaining Informa's prior written consent.
- 10.7 The Host shall promptly notify Informa of any actual or suspected infringement of any of the Trade Marks that comes to its attention (**Infringement**).
- 10.8 The Host shall co-operate fully with Informa in taking all steps required by Informa, in its sole discretion, in connection with any Infringement, including legal proceedings in the name of Informa or in the joint names of the parties. Informa shall be responsible for the cost of any legal proceedings it requires and is entitled to any damages, account of profits and/or awards of costs recovered. The Host shall use its best endeavours to assist Informa in any legal proceedings relating to any Infringement.
- 10.9 The Host shall not assist or procure any third party to do any of the things prohibited by this Clause 10.
- ## 11. Anti-bribery, compliance with laws and Informa Business Partner Code of Conduct
- 11.1 The Host shall:

- (a) comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery, anti-corruption health and safety and tax evasion facilitation offences;
 - (b) comply with the Informa Business Partner Code of Conduct, as may be updated by Informa from time to time (the current version of which can, as at the date of this Agreement, be found here: https://informa.com/Documents/Policies/Informa_Business_Partner_CoC_2017.pdf);
 - (c) promptly report to Informa any request or demand for any undue financial or other advantage of any kind or to facilitate the evasion of tax received by the Host in connection with the performance of this Agreement;
 - (d) ensure that all persons associated with the Host comply with this Clause 11;
 - (e) comply with all applicable anti-slavery and human trafficking laws and regulations including the UK Modern Slavery Act 2015; and
 - (f) at Informa's request, certify to Informa in writing due compliance with this Clause 11. The Host shall provide such supporting evidence of due compliance as Informa may reasonably request.
- 11.2 The Host's Personnel shall not, directly or indirectly, in connection with this Agreement and the business resulting therefrom, offer, pay, promise to pay, or authorise the giving of any monies or financial or other advantage to any person:
- (a) for the purpose of inducing or rewarding that person or any other person to perform their role or function improperly;
 - (b) for the purpose of influencing a Public Official in relation to any decision, act or other performance of their official role or function, including a decision to fail to perform that role or function, so as to obtain or retain business or a business advantage of any kind;
 - (c) that is otherwise in breach of, or would cause Informa to be in breach of, any applicable laws, regulations, codes and sanctions relating to anti-bribery or anti-corruption.
- 11.3 The Host agrees to keep full and accurate books and records of all payments made in connection with this Agreement, and to make all such books and records available to Informa's duly authorised representatives as deemed necessary by Informa to verify the Host's compliance with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and this Clause 11.
- 11.4 Informa may terminate this Agreement immediately upon written notice to the Host where Informa determines in good faith that the Host has breached this Clause 11 and to the extent permitted by the governing law set out in Clause 21, the Host shall indemnify Informa from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of this Clause 11.

12. Warranties

- 12.1 Each party warrants that it has full power and authority to enter into this Agreement and has all necessary licences, authorisations, powers and consents to perform its obligations under this Agreement.
- 12.2 The Host represents and warrants that: (i) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation; and (ii) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or any of its Group) that might affect its ability to perform its obligations under this Agreement.
- 12.3 The Host acknowledges that Informa has relied on the statements and representations made in the bid documentation in entering into this Agreement.

13. Insurance

- 13.1 Parties acknowledge and agree that the Host is self-insured. The Host shall maintain a fully funded reserve account at all times during the term of this Agreement and 6 years after its expiration or earlier termination. The Host's reserve fund shall cover any claims that may arise in connection with this Agreement due to events occurring during the Agreed Time and shall be sufficient to cover all claims (including but not limited to those pertaining to public liability (third party) and employer's liability) in a sum of not less than £5 million in respect of any one occurrence or series of occurrences.
- 13.2 The Host shall provide Informa with a copy of the policy documents and premium receipts in respect of the relevant insurance policies upon Informa's request. If the Host fails to do so, within ten (10) days of Informa's request, Informa shall be entitled to itself procure the policies of insurance described in Clause 13.1 and to charge to the Host the cost of such policies.
- 13.3 The Host shall also ensure that each Third Party shall maintain insurance cover equivalent to that set out in Clause 13.1 and shall provide confirmation of the subsistence of such insurance to Informa upon request.

14. Limitation and exclusion of liability

- 14.1 Save as provided in Clause 14.3, Informa's total aggregate liability in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall not exceed an amount equal to the Contribution.
- 14.2 Subject to Clauses 14.3 and 14.4 neither party shall be liable in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any indirect or consequential losses.
- 14.3 Nothing in this Agreement will restrict, limit or exclude the liability of either party for death or personal injury directly resulting from such party's negligence, for fraud, fraudulent misrepresentation, wilful default or for any other liability the exclusion or limitation of which is not permitted by U.S. law.
- 14.4 Clause 14.2 shall not apply to:

- (a) the indemnities set out in Clauses 11.4, 14.5 or Schedule 3;
 - (b) any costs or expenses incurred by Informa arising from the engagement by Informa of alternative service providers as a result of failure by the Host to perform its obligations under this Agreement;
 - (c) the Host's obligations to pay any sums to Informa (including the Contribution);
- and each of the items referred to in Clauses (a) - (d) above shall be deemed to be direct losses.

14.5 To the extent permitted under the governing law for this Agreement as set out in Clause 21, the Host shall indemnify and keep indemnified Informa, each Informa Group company and each of their respective Personnel, officers and directors against any refunds or payments that Informa makes to intended Delegates and/or exhibitors of the Event as a result of the Host's breach of this Agreement.

15. **Force Majeure**

If either party (the **Affected Party**) is prevented from performing any of its obligations under this Agreement by a Force Majeure Event (other than any payment obligation) then:

- (a) the Affected Party's obligations under this Agreement shall be suspended while the Force Majeure Event continues to the extent that the Force Majeure Event prevents or delays the performance of those obligations;
- (b) the Affected Party shall promptly notify the other in writing of the Force Majeure Event, its estimated duration and impact on this Agreement and the efforts being made or proposed to remove or avoid such Force Majeure Event;
- (c) where the Force Majeure Event affects the availability or use of the Venue for the Event, the Host shall use all commercially reasonable endeavours to either secure, at Informa's sole discretion, an alternative venue for the Event (during the same Event dates) or an alternative date for the Event (at the Venue), unless the parties agree otherwise; and
- (d) the Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement and shall promptly notify the other party in writing of the cessation of the Force Majeure Event and shall thereafter resume performance of its obligations under this Agreement.

16. **Termination**

16.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement immediately upon written notice to the other if the other party:

- (a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

- (b) commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of:
 - (i) 14 days of receiving notice in writing specifying the breach and requiring the breach to be remedied where the material breach occurs outside of an Event Period; or
 - (ii) 6 hours of receiving notice in writing specifying the breach and requiring the breach to be remedied where the material breach occurs during an Event;
 - (c) goes into liquidation or a winding up petition is presented in respect of it (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged within 7 days of its presentation or an order is made for the appointment of an administrator or documents are filed for the appointment of an administrator or notice of intention to appoint an administrator is given by such party, its directors or a qualifying floating charge holder, or a receiver or administrative receiver is appointed over the whole or any part of the assets of such company or it proposes to enter or makes any arrangement or composition with its creditors or makes an application to a court for the protection of its creditors in any way, is otherwise unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or is the subject of any similar event in any jurisdiction or ceases to carry on its business; or
 - (d) any of the other party's Personnel is found to have been responsible for any fraud or Malpractice relating to the Agreement.
- 16.2 Informa shall be entitled to terminate this Agreement immediately upon written notice to the Host if:
- (a) the Host has not entered into a contract for the hire of any venue required under this Agreement (including the Venue) and Informa considers (acting reasonably) that it will not do so by the Long Stop Date;
 - (b) the contract for the hire of the Venue terminates for any reason or Informa reasonably and objectively considers that there is a reasonable risk that the Venue will not be suitable or available for the staging of the Event at the Agreed Time;
 - (c) the Host fails to provide evidence satisfactory to Informa of the Host's agreement in relation to the Venue by the Long Stop Date set out in Schedule 1;
 - (d) the prevailing circumstances (including an Force Majeure Event) in any part of the world are, in Informa's opinion, likely to make the staging of the Event in the Host City uneconomic for Informa and/or unsafe and/or unattractive for Delegates and/or exhibitors. Informa shall also be entitled to instead suspend the Agreement upon written notice in such circumstances. If the circumstances giving rise to a suspension cease or are overcome to Informa's satisfaction, Informa may reinstate the Agreement upon written notice to the Host; or
 - (e) there is a change of Control of the Host.

- 16.3 A party may terminate this Agreement immediately on written notice to the other party if the other party is affected by a Force Majeure Event which continues for a continuous period of 30 days (or the Affected Party (as defined in Clause 15) notifies the other that it anticipates it will do so).

17. Consequences of Termination

- 17.1 Upon termination or expiry of this Agreement:

- (a) save as provided below, each party's rights, liabilities and obligations and any licences granted under this Agreement shall cease;
- (b) each party shall (at the other's option) either return or destroy all Confidential Information belonging to the other party, in its possession or control; and
- (c) each party's accrued rights and liabilities and the rights and obligations that are expressly or by implication intended to come into force upon or remain in force following the termination or expiration of this Agreement shall survive, including Clauses 5.1(a), 6, 7, 9, 10, 11, 13, 14, 175, 15, 18, 19, 20 and 21.

- 17.2 If the Host terminates this Agreement pursuant to Clause 16.1, the Host shall be released from any obligation to pay any further part of the Contribution due after the date of termination and shall not be obliged to incur any further expenditure in respect of the Event. If the Host terminates this Agreement pursuant to Clause 16.1, Informa may at its sole discretion refund a fair and reasonable proportion of the Contribution already paid the Host, taking into account any costs and expenses that Informa has incurred in fulfilling its obligations under this Agreement as of the date of termination.

- 17.3 If Informa terminates this Agreement under Clause 16.1, the Host shall make immediate payment of the full amount of the Contribution or any balance of the Contribution which is outstanding at the date of termination.

- 17.4 If Informa terminates this Agreement pursuant to Clause 16.2, the Host shall be released from any obligation to pay any further part of the Contribution due after the date of termination and shall not be obliged to incur any further expenditure in respect of the Event. The Host shall not be entitled to a refund of the whole or any part of the Contribution.

- 17.5 If this Agreement is terminated by either party under Clause 16.3 (Force Majeure), the Host shall not be required to pay any further part of the Contribution due after the date of termination or incur any further expenditure in respect of the Event. The Host shall not be entitled to a refund of the whole or any part of the Contribution.

18. Notices

- 18.1 Any notice given under or in relation to this Agreement must be given in writing and shall be delivered by hand or sent by international courier (delivery receipt requested) or email to the other party to the address set out in Schedule 1 (or to such other address as it has previously notified to the sending party in writing).

- 18.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if delivered by international courier, on the date and at the time that the courier's delivery receipt is signed; or
- (c) by email, on the earlier of the date and time that: (i) the sender receives a read receipt; (ii) the time the recipient acknowledges receipt; and (iii) 24 hours after transmission, unless the sender received notification that the email has not been successfully delivered.

19. General

- 19.1 Except as permitted in Clause 6, Host shall not assign, novate, transfer, subcontract or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Informa (such consent not to be unreasonably withheld or delayed).
- 19.2 Informa may subcontract its obligations under this Agreement. Informa may assign, novate or transfer any or all of its rights and obligations under this Agreement to a member of its Group. Informa shall not require Host's prior consent in order to exercise its rights under this Clause 19.2.
- 19.3 No variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party.
- 19.4 If any provision or part-provision of this Agreement 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 enforceability of the rest of this Agreement.
- 19.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.6 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 19.7 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing, signed by the parties' respective authorised representatives and shall not be deemed a waiver of any subsequent breach or default.
- 19.8 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.9 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 19.10 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 19.11 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 19.12 Each party shall meet its own costs and expenses incurred in connection with the preparation, negotiation, completion and implementation of this Agreement other than any costs incurred in relation to translation of this Agreement which will be paid by the Host if the Host chooses to translate this Agreement.
- 19.13 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 19.14 Subject to Clause 12.2 each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

20. Disputes

- 20.1 The parties will deal with disputes arising under or in connection with this Agreement in accordance with this Clause 20 but nothing in this Clause 20 shall prevent either party from seeking injunctive or similar relief or instigating court proceedings at any time.
- 20.2 If there is a disagreement in relation to this Agreement, Informa and the Host shall negotiate and settle the disagreement in accordance with the timetable set out below:
- (a) during an Event Period, if it is not possible to settle the disagreement within six hours, Informa and the Host shall each nominate a senior representative or representatives (or, if they are not available, their appointed deputies) who shall meet to try to resolve the matter. If the matter is not resolved at that level within 12 hours of the matter having first been considered by the parties in negotiations then either party may issue court proceedings in accordance with Clause 21; and
 - (b) at any other time, other than during an Event Period, if it is not possible to settle the disagreement within five Business Days, Informa and the Host shall each nominate a senior representative or representatives (or, if they are not available, their appointed deputies) who shall meet to try to resolve the matter. If the matter is not resolved at that level within five further Business Days of the matter having been referred to senior representatives then either party may issue court proceedings in accordance with Clause 21.

21. **Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of Texas. Each party irrevocably submits to the exclusive jurisdiction of the courts of the state of Texas in respect of any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

22. **Interpretation**

22.1 In this Agreement (unless the context requires otherwise): (a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement and references to Clauses, Schedules and paragraphs are to the Clauses, Schedules and paragraphs of this Agreement; (b) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement; (c) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (d) words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders; (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (f) a reference to **writing** or **written** includes e-mail; and (g) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

22.2 If the whole or any part of this Agreement is translated from English into any other language, the original English version shall take precedence in the event of any conflict.

SCHEDULE 1

Host	City of San Antonio Aviation Department			
Event	Routes Americas 2022			
Host City	San Antonio, USA			
Venue	Henry B. González Convention Center			
Industry	Airline/Airport			
Agreed Time	Action	Date	Time	Venue
	Event open date	2 nd February 2022		
	Build up period	72 hours before event open		
	Breakdown period	24 hours after event close		
	Event close date	4 th February 2022		
	Or if for any reason such period becomes unsuitable in Informa's reasonable opinion for the staging of the Event, then such alternative time as may be specified by Informa acting reasonably.			
	Each party shall promptly notify the other of any other event or circumstance that comes to its attention that may render an alternative time more suitable for the staging of the Event.			
Competing Conventions	Any airline /airport route development event or convention.			
Long Stop Date (for Venue contract)	To be confirmed			
Contribution	US\$443,000. The Contribution shall be comprised of a fee of US\$335,000 for the rights granted to the Host in this Agreement and US\$108,000 in respect of the costs of Informa's flights and accommodation.			
Timescale for payment of Contribution	Within 60 days of execution of this Agreement	US\$50,000		
	February 1 st , 2021	US\$142,500		

	May 1 st , 2021	US\$142,500
	August 1 st 2021	US\$108,000
Bank Account Details	Account Name	INFORMA MARKETS (UK) LIMITED
	Bank Name	Lloyds TSB
	Bank Address	City Office - London
	Sort Code	30-12-18
	Account Number	59020736
	SWIFT CODE	LOYDGB2LCTY
	IBAN	GB05 LOYD 3012 1859 0207 36
Contact details for notices	Informa:	Host:
	Neil Mulligan Head of Future Hosting Informa Routes Acresfield 8-10 Exchange Street Manchester, M2 7HA United Kingdom Tel: 0161 234 2754 Email: neil.mulligan@informa.com	Robin Schmerber Special Projects Manager San Antonio International Airport Tel: 210.207.3459 Email: Robin.Schmerber@sanantonio.gov

PART A – HOST OBLIGATIONS AND RESPONSIBILITIES

During the Term, Host shall carry out and comply with, at its sole cost and expense, the following obligations and responsibilities:

1. Hosting Obligations

HOSTING OF HANDOVER LUNCH AT ROUTES AMERICAS 2021 IN BOGOTA

The Host will provide lunch and drinks (alcoholic and non-alcoholic), to a standard as reasonably specified by Informa for all delegates on the final day of Routes Americas 2021.

The Host will make a short video/DVD presentation at the lunch to introduce the Event in an interesting and impactful way. The Host shall provide a copy of the script for the video/DVD to Informa and such script shall be subject to Informa's prior written approval (such approval to be provided reasonably and, where provided, promptly by Informa).

The Host may also provide appropriate give-away gifts for the delegates attending Routes Americas 2021, in consultation with Informa and subject to Informa's prior written approval (not to be unreasonably withheld or delayed).

HOSTING OF FAREWELL DRINKS RECEPTION AT ROUTES AMERICAS 2021

Subject to Informa agreeing to secure the co-operation of the Host and the venue provider of Routes Americas 2021, the Host will, at its cost, provide an informal Farewell Drinks Reception to cater for the delegation on the final day and at the conclusion of the formal meetings of Routes Americas 2021. The venue and format of the Farewell Reception will be agreed by the Host and Informa (such agreement not to be unreasonably withheld or delayed).

2. Venue Obligations

The Host shall ensure that the Venue and all exhibit space and meeting rooms reasonably required by Informa are secured for use for the Event and will be provided to Informa on a free of charge basis, including by way of example such of the following as may be designated by Informa:

- Exhibition Halls;
- Hospitality Lounges;
- organiser's offices and storage rooms;
- facilities for a co-located conference of up to 400 attendees, currently known as "Live Content Sessions";
- Space for a range of co-located events ;
- press room;
- business centre;
- VIP Suites;
- boardrooms;
- Medical Room; and
- Concierge and luggage rooms.

The Host shall procure for Informa access to the Venue on dates agreed upon by the parties, such agreement not to be unreasonably withheld or delayed, for the purpose of setting up and dismantling of exhibitions equipment, furnishings, decoration and other items required for the Event. This will require a minimum of one continuous 72 hour period for build-up and one continuous 24 hour period for breakdown.

The Host shall ensure that access to and use of those parts of the Venue required by Informa shall be exclusive to the Event during the Agreed Time and will include, amongst other things the following on a free of charge basis:

- access to and use of the Venue's wireless communications and digital audio-visual technologies including advanced simultaneous translation systems as required for the operation of the Event itself;
- sufficient supplies of water, electricity, communications services and other services and consumables for the duration of the period during which Informa has access to the Venue;
- use of Venue facilities including loading and unloading, rest rooms, first aid facilities and safety equipment;
- Venue staff including receptionists, security, cleaning, catering and maintenance.
- Wi-Fi provisions for the duration of the event as follows:
 - Number of devices/users: 2500
 - Suitable network speeds for internet usage (web browsing, emailing)
 - Coverage: Exhibition Hall, Lunch, Live Content Theatre/Room
 - Areas of high density: Registration, Meeting Halls and Diary Advice
- Support Requirements:
 - Support provided during the show should we encounter technical issues.
 - Wi-Fi Network monitoring and reporting during the show.
 - Optimisation of the Wi-Fi network during the Event.
 - A custom branded SSID for the Wi-Fi network for the Event for its duration).
 - A custom branded access login page the Event network (i.e.. featuring a sponsor's logo and custom username/password as required by Informa).

In addition, the Host will build and fit out the following elements of the event on a free of charge basis:

3. Event Obligations

LOGISTICS

The Host shall, upon request by Informa, work with relevant authorities and use best endeavours to obtain clearances for the transportation of exhibition materials for the Event in addition to up to 20 temporary staff. The Host will assist and deploy such airport and/or other staff as required by Informa to assist with the organisation of the Event at the Venue or elsewhere including, but not limited to, registration, meeting room monitoring and bag packing, during build-up, open and break-down periods.

ARRIVALS AND DEPARTURE

The Host will establish a high profile arrivals and departures facility at San Antonio International Airport opening one day before the Event to provide a fast and seamless arrival and departure process for Delegates and to assist Delegates with any travel problems. These centres will be operational throughout the Event up to and including the day following the last day of the Event (subject to review of Delegate flight schedules) and will provide, amongst other things, the following:

- welcome signage at San Antonio International Airport to the arrival and departure facility, which shall include Informa branding as detailed at Schedule 4 or otherwise as notified to Host by Informa from time to time;
- arrivals counters at the Airport to manage Delegates' hotel transfers; and
- upon departure, access to San Antonio International Airport Lounge for VIP Delegates.

In addition, the Host shall provide Delegates with a letter of invitation sent by any means necessary to effect successful delivery to assist with any necessary visa and special permit arrangements in an efficient and timely manner, in accordance with the legal requirements for such visas and permits.

Without prejudice to the immediately preceding paragraph, the Host will employ best endeavours to facilitate expedited passport control services for Delegates to ease Delegates' entry into and exit from San Antonio International Airport.

TRANSPORT/TRANSFER

For Delegates who are not VIP delegates, the Host will arrange for Delegates to be transported (free of charge) from all relevant terminals at San Antonio International Airport to all official Event hotels upon arrival and vice versa on departure and, if required by Delegates, from the Farewell Reception to San Antonio International Airport.

The Host shall arrange arrival and departure transportation for all Delegates by way of transfer via shuttle-bus and/or cars, with a higher frequency service being available at peak Delegate arrival and departure times as advised by Informa. The Host shall ensure that English speaking personnel at the arrival and departure centre will guide Delegates to the transportation.

VIP TRANSPORT SERVICE

The Host will provide a dedicated VIP limousine service of an executive standard for at least 15 VIP Delegates at no cost to Informa. Details of Routes' VIP Delegates will be provided to the Host in advance.

VIP's will benefit from fast track and fast lane immigration clearance in San Antonio International Airport. All VIP arrival, fast track, and departure services will be made available to Informa staff where possible.

HOTELS

Informa will select hotels for the Event, in consultation with the Host (such consultation not to be unreasonably withheld or delayed) ("**Official Hotels**"). Informa will contract directly with the hotels selected for the Event. The Host shall make all reasonable endeavours to assist Informa in securing terms with the hotels that minimise the rates and deposits payable by Informa. The Host shall hold the hotel rooms for the Event for the Agreed Time. Informa will specify the number of required rooms.

The Host shall hold the required number of rooms and make these available to Informa. The following has been negotiated and held by the Host for Routes:

	Hotel Information	Physical # of	Peak Rooms	Rates	Terms	Distance to Conv Ctr
1.	Crockett Hotel	138	90	\$184 s, \$194 d, \$204 t/q	2022 Terms	2 blocks
2.	Grand Hyatt San Antonio	1,003	200	\$239 s/d, \$264 t	2022 Terms	Adjacent
3.	Hilton Palacio del Rio	485	400	\$249 s	2022 Terms	Across street
4.	Hotel Contessa Luxury Suites on the Riverwalk	265	100	\$229 s/d/t/q	2022 Terms	2 blocks
5.	La Quinta Inn & Suites SA Riverwalk/Convention Center	347	200	\$179 s/d/t/q	2022 Terms	1 block
6.	Menger Hotel	316	200	\$189 s/d, \$199 t	2022 Terms	2 blocks
7.	San Antonio Marriott Rivercenter	1,501	850	\$249 s/d, \$269 t, \$289 q	2022 Terms	1/2 block / Across street
8.	San Antonio Marriott Riverwalk					
	Total	4,055	2,040			

INTRA EVENT TRANSFERS

The Host will provide all transfers between the Venue, the Official Hotels and any event or tour for which the Host is responsible (an "Intra-Event Transfer") throughout the Event for all Delegates including transportation from the Official Hotels to and from the Venue on Days 1, 2, 3.

NETWORKING VILLAGE

Within the overall plan for the Networking Village (exhibition hall) developed by Informa, the Host shall create, staff and fit out the following:

Informal seating areas (meeting points)

To be within the Networking Village in a style that reflects local culture and which also provides all Delegates with complimentary refreshments (to include but not be limited to snacks, tea, coffee, water and other soft drinks) for the duration of the Event. The precise number and position of these areas for the Event will be designated by Informa prior to the Event, however the Host shall ensure that these areas are together sufficient for a minimum of 25% of Delegates to be accommodated at any time and to allow for informal meetings, lunch and refreshments to be taken.

HOST STAND

The Networking Village will include a Host exhibition space of up to 36m² in the Venue (the position of which to be agreed between the Parties, such agreement not to be unreasonably withheld or delayed) where the Host can construct and fit out a high impact exhibition stand where the Host's strategic airline meetings can take place.

The number, exact location, layout, design and furnishing of these areas and the arrangements for their set up, day to day operation and dismantling (all of which will be at the Host's cost) will be agreed by the Host and Informa, such agreement not to be unreasonably withheld or delayed.

WELCOME RECEPTION/OFFICIAL OPENING CEREMONY

The Host will organise and stage a Welcome Reception on Day 1 of the Event at the Networking Village in the Venue or at a location agreed with Informa. The current proposed venue is the foyer of the Henry B. Gonzalez Convention Center in the LDR & Grotto. The exact location and timing of the Welcome Reception will be agreed by the Host and Informa, such agreement not to be unreasonably withheld or delayed. The purpose of the Welcome Reception will be to formally open the Event and introduce the timetable of events and the Host may also take the opportunity to introduce the Host and the Host City to Delegates. The Welcome Reception will provide Delegates with canapés/finger buffet and beverages (both alcoholic and non-alcoholic). The Host will ensure that the Welcome Reception will last for approximately 2 hours and will cater to all attending registered delegates. The Host will provide any necessary stage, audio visual or other equipment and staff necessary for the ceremony. The Host shall ensure that the Welcome Reception is of a prestigious nature, commensurate with the size and importance of the Event and the type of Delegates and their position within their relevant organisation, and is of at least the same quality as that which has been provided at previous Routes Americas events.

NETWORKING EVENING

The Host will organise and stage a spectacular Networking Evening at a location that will be considered interesting and memorable by the delegates, such location to be agreed with Informa. It has been proposed by the Host that the venue for this function will be Pedrotti's North Wind Ranch. The Host will provide Delegates with transport to and from the Networking Evening, with a travel time not exceeding 30 minutes unless otherwise agreed by Informa in writing.

The format of the evening will be agreed by the parties. The Host will provide a selection meal options and a selection of beverages (both alcoholic and non-alcoholic) catering to all attending registered delegates. The Host shall ensure that the Networking Evening continues for a period of not less than 4 hours, and is of a prestigious nature, commensurate with the size and importance of the Event and the type of Delegates and their position within

their relevant organisation and is of at least the same quality as that which has been provided at previous Routes Americas events.

VIP HOSTED AIRLINE PROGRAMME

The Host will arrange, fund and stage a "Hosted Airline Programme" for 50 VIP delegates to take place on the days prior to the Event. Spouses or partners of the airline VIPs may attend the Hosted Airline Programme and the Host's obligations towards such spouses or partners shall be the same as the Hosts' obligations toward the VIP Delegates for the purposes of the Hosted Airline Programme. The Host will nominate target airlines to invite. Informa will also be entitled to nominate airlines and will assist with guest recruitment. The timetable and format of the Hosted Airline Programme will be agreed by the Parties and proposed options include:

- Riverwalk - No trip to San Antonio is complete without a visit to the River Walk. Private barges will be stocked with food and beverages for a tour of river walk followed by dinner at a local upscale restaurant
- Texas Hill County - Characterized by tall, rugged hills of limestone and granite, Texas-sized ranches, wineries, picturesque small towns, the Hill Country is an outdoor retreat like no other. We'll spend the day showcasing the best it has to offer.
- Hands on food enthusiast journey with a top San Antonio chef, followed by VIP Tour of the Pearl Brewery District and Culinary Institute of America

TOURS/ACTIVITIES FOR DELEGATES

The Host will provide and be responsible for all booking arrangements for a selection of complimentary tours for all Delegates and accompanying persons, to suit Delegates' schedules. Such tours may include:

- Texas Grown Wine Tasting Tours
- Historic San Antonio Missions Tour
- Guacamole Making
- UNESCO World Heritage Tours
- River Barge Cruise Tours
- King William/Southtown Tours
- Top - Rated Culinary Excursions • Pearl District Tours at the Culinary Institute of America (CIA San Antonio)

EVENT PROMOTIONAL SUPPORT

The Host shall set up a dedicated internal team and/or engage a public relations company to contribute to the local and global promotional and marketing needs of the Event.

The ideas and concepts generated will be discussed with Informa at the working group meetings which will be held by the Host and Informa, and Informa' approval (not to be unreasonably withheld or delayed) will be required by the Host for any such ideas and concepts to be implemented.

In addition to any other items which are agreed to be provided by the Host, the Host shall provide the following:

- the launch of the Event at Routes Americas 2020

- continuous public relations support; in conjunction with Informa (and subject to Informa prior written approval, such approval not to be unreasonably withheld or delayed);
- develop an Event handbook for Delegates to ensure that information on the Venue and the Host City and region is available for distribution with the final pack of information sent by the Host to Delegates or given by the Host to Delegates on arrival at the Event;
- listing and promotion of the Event on the Host website; and
- high impact and visibility promotion of the Event within the Host City and region, particularly in ways that Delegates will see (for example with banners along the main route from San Antonio International Airport to the Host City centre).

The Host will work with Informa and relevant airlines to ensure that a range of new air services to and from San Antonio International Airport can be unveiled at the Event. The Host will discuss with Informa how the Event can assist the Host's overall marketing strategy to the aviation business and leisure sector.

EVENT ORGANISATIONAL SUPPORT

The Host will set up a dedicated internal team and/or engage a professional events organiser to undertake the Host's responsibilities and ensure close contact between its Event team and Informa. The Host will nominate a decision maker who together with their team will attend working group meetings as specified by Informa. Informa will chair the working group meetings which will focus both on the promotion and organisation of the Event. Informa will provide a schedule of the proposed dates for the meetings 14 months prior to the Event.

SECURITY

The Host will be responsible for security at the Event including the safety of all persons present at the Event. The Host shall co-ordinate with Informa and any relevant enforcement and security agencies to ensure a sufficiently high level of security for the Event and all Delegates, VIPs, Informa' personnel and other attendees (including as appropriate protocols for ministers, heads of state and royalty).

CATERING

The Host will make provision for Delegates with special dietary requirements and will provide a range of special dietary options at the Venue and at all Events falling under its responsibility. It shall be the Host's responsibility to raise queries of each Delegate (and, where applicable, that Delegate's spouse or partner) in respect of dietary requirements.

PART B – INFORMA'S OBLIGATIONS AND RESPONSIBILITIES

During the Term, subject to Host performance of the Host responsibilities set out in Part A, Informa shall manage the Event, including:

1. Marketing & Sales Obligations

SPONSORSHIP AND EXHIBITION SALES

Informa shall be responsible for selling exhibit spaces and securing sponsors for areas of the Event including the following:

- Meeting System
- Airline Meeting Halls

- Registration
- Wi-Fi
- Online Meeting System/Diary Advice
- Cloakroom
- Water bottles
- Fast Track
- Airline/ Airport Hotel Room Drop
- Hotel Key Card Covers
- Opening Day Lunch
- After Party
- Routes Americas Awards
- Conference Programme
- On Screen Commercials (LED)
- Hanging Banners
- Delegate Bags
- Laptop Sleeves
- Luggage Locks
- Delegate Bag Insert
- Routes Americas App

Informa reserves the right to appoint sponsors from other airports, tourism authorities and/or other organisations wishing to use the Event as a marketing platform to engage with airlines. Subject to the Host's compliance with its obligations under this Agreement, Informa shall consider and avoid possible conflicts that may occur with the Host or its partners in the selection of sponsors.

DAY 3 LUNCH

In conjunction with the Host of Routes Americas 2023, Informa will be responsible for organising and arranging sponsors for the Delegates lunch on the third day of the Event in or adjacent to the Networking Village or at whatever location Informa considers appropriate.

DAY 3 – FAREWELL RECEPTION

Informa will organise the Farewell Reception in conjunction with the Host for Routes Americas 2023 or an appropriate partner.

ROUTES AMERICAS AWARDS

Informa will be entitled to a thirty minute slot during the Networking Evening at which it will present the Routes Americas Awards (this may be in conjunction with a sponsor at the sole discretion of Informa).

PROFILE FOR THE HOST

Informa will endeavour to ensure that:

- Delegates from the Host's target airlines are encouraged to visit the Host's exhibit space in the Networking Village to informally meet the Host and receive refreshments;
- the Host shall have a reasonable number of single slot meetings in the Meeting Hall(s) with the airlines of its choice;
- the Host can have up to twelve [12] strategic airline meetings in the Host's exhibition space (these are normally "double slot" meetings); and
- any other reasonable requests by the Host regarding facilitation of meetings with the airlines are met.
- The length of a "single slot" shall be as determined by Informa at its sole discretion but will likely be approximately 20 minutes in length.

PROMOTIONAL OPPORTUNITIES FOR SAN ANTONIO INTERNATIONAL AIRPORT

Informa will provide promotional opportunities for the San Antonio International Airport which will include:

- a discount of 50% in 2021, 100% in 2022, and 50% in 2023 at both World and Regional Routes Events will be offered to the Host on future purchases of the following:

- airport delegate places with pre-arranged meetings with airlines;
 - airport delegate places with no meetings (observers);
 - rental fee for exhibition space / chalet package; and
 - Informa online Informa Exchange Membership;
- complimentary access at the Routes Americas 2021 and Routes Americas 2022 event for VIPs (subject to approval of names and numbers by Informa);
 - complimentary access at Routes Americas 2021, and Routes Americas 2022 events for third parties essential to plan or promote the Event (subject to approval of names and numbers by Informa);
 - a discount of 50% Route Exchange profile for year's 2020, 2021 and 2022.
 - speaking opportunities at any co-located events during the Event;
 - 50 day passes for the Host and its partners at the Event;
 - first choice for a prime location for the Host exhibition stand at the Event;
 - the accommodation of other reasonable requests subject to time, logistics and cost;
 - unlimited attendance at and access to the Live Content for the Chairman, Chief Executive Officer and any other senior management of the Host and their approved sponsors;
 - The No.1 position at any "delivery" press conference held at the Event announcing new air services;

2. General

Subject to the Host performing its obligations under this Agreement (for which unless expressly stated elsewhere in this agreement Informa will have no responsibility), Informa will organise the Event, sell exhibition space (excluding that within the Host Networking Village) and Event sponsorship packages, recruit Delegates and promote the Event (including its Host).

Informa will provide regular updates on the number of Delegates forecast to attend the Event.

SCHEDULE 2
TRADE MARKS



Airlineroute



SCHEDULE 3
DATA PRIVACY

- 1) In this Schedule, the following additional definitions shall apply:

Informa Data: all personal data in whatever form or medium which is (i) supplied, or in respect of which access is granted, to the Host (or any Sub-processor permitted pursuant to paragraph 4(g) of this Schedule) whether by Informa or otherwise in connection with this Agreement, or (ii) produced or generated by or on behalf of the Host (or any Sub-processor permitted pursuant to paragraph 4(g) of this Schedule) in connection with this Agreement.

Reportable Breach: any unauthorised or unlawful processing, disclosure of, or access to Informa Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Informa Data.

Sub-processor: any subcontractor or other party engaged by the Host in relation to the services who is or will be processing Informa Data.

- 2) To the extent that the nature of the services provided under the Agreement require Host to process Informa Data on Informa's behalf, for the purposes of Data Protection Law, Informa is the data controller and shall be solely responsible for determining the purposes (and means) for which and the manner in which Informa Data are to be processed. The Host (and any Sub-processor permitted pursuant to paragraph 4(g) of this Schedule 3) shall be a data processor and shall comply with its obligations under Clause 4 of this Schedule 3.
- 3) The parties agree that the following table sets out the information required by the Regulation:

Subject matter of processing	Hotel bookings and transport arrangements will require personal data to be transferred.
Duration of processing	The duration of data processing will commence once this Agreement has been signed and end on termination or expiry of this Agreement (whichever is earlier).
Nature of processing	The data importer will accept the data and maintain it in a protected manner on computers and accounts that require password access. The data will be accessed by only those few individuals within the data importer's company in order to be utilized solely in connection with the Activities.
Purpose(s) of processing	To provide the services under this Agreement.
Type(s) of personal data being processed	Names, address, date of birth, contact details (including email address, home address and telephone number) and passport details

Categor(y)(ies) of data subjects about whom personal data is being processed	<p>Employees of the Parties, the agents and sub-contractors of the Parties and employees of such agents and sub-contractors.</p> <p>Registered delegates of the Event.</p> <p>Employees of the sponsors of the Event, the agents and sub-contractors of the sponsors and employees of such agents and sub-contractors.</p>
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- 4) The Host, acting as data processor, shall:
- only process the Informa Data in accordance with the specified duration, purpose, type and categories of data subjects as set out in Clause 3 above and in compliance with, and shall not cause itself or Informa to be in breach of, Data Protection Law;
 - only process the Informa Data on the instructions of Informa, including with regard to transfers of personal data to a third country or international organisation, and otherwise as necessary to perform its obligations under this Agreement or as required by any law applicable to the Host (provided that the Host first informs Informa of that legal requirement before processing unless that law prohibits this on important grounds of public interest);
 - comply with any data retention guidelines provided by Informa to the Host, as well as any specific request from Informa requiring the Host to amend, transfer or delete any or all of the Informa Data as soon as possible;
 - take all reasonable steps to ensure the reliability of any staff who may have access to, or are authorised to process, Informa Data and ensure such staff have committed themselves to appropriate obligations of confidentiality or are under appropriate statutory obligations of confidentiality and at all times act in compliance with Data Protection Law and the obligations of this Schedule;
 - maintain all appropriate technical and organisational measures to ensure security of the Informa Data including protection against unauthorised or unlawful processing (including unauthorised or unlawful disclosure of, access to and/or alteration of Informa Data) and against accidental loss, destruction or damage and so that the processing of the personal data shall meet the requirements of the Regulation and ensure the protection of the rights of data subjects. Such measures shall ensure best practice security and be compliant with Data Protection Law at all times and comply with Informa's applicable IT security policies (to the extent they have been provided to the Host). The Host shall also take all measures required by, and provide all reasonable assistance to Informa so it can demonstrate compliance with, Article 32 (**Security of processing**) of the Regulation;
 - assist Informa by appropriate technical and organisational measures for the fulfilment of Informa's obligation to respond to requests for exercising of data subject rights (including access requests) set out in the Directive and Chapter III of the Regulation (**Rights of the data subject**);
 - not engage any Sub-processor or transfer and/or disclose any Informa Data to any Sub-processor, without the prior specific written authorisation of Informa. Before engaging a Sub-processor, the Host shall conduct appropriate due diligence in respect of the Sub-processor's practices and procedures for processing personal data. The Host shall enter into a written agreement with all Sub-processors authorised by Informa under this paragraph 4(g) containing obligations on any Sub-processor which are equivalent to, and no less onerous than, those set out in this Schedule and the Host shall remain fully liable to Informa for the performance of that Sub-processor's obligations;
 - ensure that no Informa Data processed by the Host pursuant to this Agreement shall be exported outside the European Economic Area and/or the UK without the prior written permission of Informa. Where that permission is given it will be conditional on any export being done on the terms of a binding agreement incorporating the EU standard clauses on the transfer of Personal Data from Data Controller to Data Processor entered into between Informa as the Data Controller and the Host (or any other valid transfer mechanism under Data Protection

Laws with Informa's prior written consent). The Host agrees to accept any modifications to such standard clauses which are necessary to comply with Laws applicable to such data transfer. Such binding agreement shall be without prejudice to the rights of Informa under this Agreement;

- i) permit Informa, or a third party auditor acting under Informa's direction, to conduct data protection and/or security audits, assessments and inspections concerning the Host's data protection and security procedures relating to the processing of Informa Data and its compliance with this Schedule and Data Protection Law. Informa may, in its sole discretion, require the Host to make available all information and access to premises, systems and staff necessary to demonstrate evidence of the Host's compliance with these procedures, this Schedule and Data Protection Law in lieu of, or in addition to, conducting such an audit, assessment or inspection. Where Informa exercises its rights under this paragraph 4(i), each party shall bear its own costs in relation to the resulting audit, assessment, inspection or provision of evidence;
- j) provide all reasonable assistance to Informa in relation to Article 33 (**Notification of personal data breach to the supervisory authority**) and Article 34 (**Communication of a personal data breach to the data subject**) of the Regulation and provide written notification to Informa (both to the Host's main contact(s) at Informa and Informa's Group Data Protection Officer at its London Head Office) no later than 24 hours after becoming aware of any Reportable Breach and provide Informa, as soon as possible, with complete information relating to a Reportable Breach, including the nature of the Reportable Breach, the nature of the personal data affected, the categories and number of data subjects concerned, the categories and number of personal data records concerned, the possible consequences of the Reportable Breach, the measures taken to, or proposed to be taken to, address the Reportable Breach and mitigate its possible effects. The Host shall maintain a log of Reportable Breaches including facts, effects and remedial action taken. The Host shall take all steps to restore, re-constitute and/or reconstruct any Informa Data which is lost, damaged, destroyed, altered or corrupted as a result of a Reportable Breach as if they were the Host's own data at its own cost with all possible speed and shall provide Informa with all reasonable assistance in respect of it;
- k) notify Informa, prior to adopting any new type of processing in respect of Informa Data (including the use of new technology or processes to continue current processing). At Informa's request, the Host shall participate in, and provide all reasonable assistance with, a privacy impact assessment, a data protection impact assessment or prior consultation including under Article 35 (**Data protection impact assessment**) and Article 36 (**Prior consultation**) of the Regulation in respect of the new type of processing proposed, in accordance with Data Protection Law;
- l) not, and shall ensure that no third party appointed by the Host to assist in the provision of the Services shall, dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store Informa Data or any other data that has been generated, obtained, held, used or stored for the purposes of this agreement without ensuring that such data has been entirely removed, or otherwise securely obliterated;
- m) on termination or expiry of the relevant processing or this agreement, for whatever reason, cease all use of the Informa Data and shall, at Informa's election, either destroy all Informa Data or transfer all Informa Data to Informa or a nominated third party (in a mutually agreed format and by a mutually agreed method);
- n) comply with its own obligations under Data Protection Law at all times including maintenance of records of processing as required by Article 30 (**Records of processing activities**) as applicable to the Informa Data and using a format and systems as specified by Informa; and
- o) inform Informa immediately of any enquiry, complaint, notice or other communication it receives from any supervisory authority, other organisation or any individual, relating to either the Host, the Services, any third parties who are appointed by the Host in connection with the Services or Informa's compliance with Data Protection Law. The Host shall provide all necessary assistance to Informa to enable it to respond to such enquiries, complaints, notices or other communications and to comply with Data Protection Law. For the avoidance of doubt, the Host shall not respond to any such enquiry, complaint, notice or other communication without the prior written consent of Informa.

- 5) The Host will provide Informa with such assistance and co-operation as Informa may reasonably request to enable Informa to comply with any obligations imposed on Informa by Data Protection Law in relation to the Informa Data processed by the Host, including:
 - a) on the request of Informa, promptly provide written information regarding the technical and organisational measures which the Host has implemented to safeguard the Informa Data;
 - b) disclosing full and relevant details in respect of any and all government access controls which it has implemented; and
 - c) notifying Informa as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns Informa Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other competent authority. For the avoidance of doubt and as far as it is legally permitted to do so, the Host shall not disclose or release any Informa Data in response to such request without first consulting with and obtaining the written consent of Informa.

- 6) [To the extent that the nature of the services under the Agreement require the sharing of Personal Data between the parties as data controllers (the "**Shared Personal Data**"), each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for purposes agreed between the parties (the "**Agreed Purposes**") and each party shall:
 - a) comply with all the obligations imposed on a controller under Data Protection Law, and any material breach of the Data Protection Law by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
 - b) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to any relevant Sub-processors for the Agreed Purposes;
 - c) give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Sub-processors, their successors and assignees;
 - d) process the Shared Personal Data only for the Agreed Purposes;
 - e) not disclose or allow access to the Shared Personal Data to anyone other than the agreed Sub-contractors;
 - f) ensure that all Sub-contractors are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - g) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - h) not transfer any personal data outside the EEA and/or the UK unless the transferor:
 - i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
 - ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
 - i) Each party shall assist the other in complying with all applicable requirements of the Data Protection Law. In particular, each party shall:
 - i) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - ii) promptly inform the other party about the receipt of any data subject access request;
 - iii) provide the other party with reasonable assistance in complying with any data subject access request;
 - iv) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - v) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- vi) notify the other party without undue delay on becoming aware of any breach of the Data Protection Law;
 - vii) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - viii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - ix) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by the other party or the other party's designated auditor; and
 - x) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Law, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Law.]
- 7) The Host shall, immediately on demand, fully indemnify Informa, and keep Informa fully indemnified, against all costs, claims, demands, expenses, losses, actions, proceedings and liabilities (of whatsoever nature) arising from, or incurred by Informa or any member of the Informa Group in connection with, any failure of the Host or any third party appointed by the Host to comply with the provisions of this Schedule and/or Data Protection Law in respect of its processing of personal data (including Informa Data). Any limitation of liability and exclusion of loss provisions in this Agreement shall not apply to this indemnity.
- 8) Subject to any limitation of liability and exclusion of loss provisions in this agreement, to the extent that the Host has an entitlement under Data Protection Law to claim from Informa compensation paid by the Host to a data subject as a result of a breach of Data Protection Law to which Informa contributed, Informa shall be liable only for such amount as directly relates to its responsibility for any damage caused to the relevant data subject. For the avoidance of doubt, Informa shall only be liable to make payment to the Host under this paragraph 8 upon receipt of evidence from the Host, to Informa's reasonable satisfaction, that clearly demonstrates:
- a) Informa has breached Data Protection Law;
 - b) that such breach contributed (in part or in full) to the harm caused and entitling the relevant data subject to receive compensation in accordance with Data Protection Law; and
 - c) the proportion of responsibility for the harm caused to the relevant data subject which is attributable to Informa.