



MKX EVENTS

TERMS AND CONDITIONS

Effective as from October 2023

MKX Network B.V., MKX Network USA LLC, MKX Education LLC (jointly "MKX Network") and its business partners, collectively referred to as "MKX," "we," "us," or "our," may collaborate with third party companies for ticket sales. We utilize their services, including webpages and mobile applications (referred to as "Ticket Provider"), for the sale and registration of event tickets related to MKX.

By purchasing tickets through Ticket Provider, utilizing a ticket, enrolling in, registering for or participating in any event, whether virtual, physical, or a hybrid, owned and managed by MKX or conducted on its behalf, encompassing a wide range of gatherings such as conferences, exhibitions, congresses, conventions, summits, seminars, webinars, meetings, workshops, award dinners, public training sessions, private or tailored training programs, masterclasses, shows, and sessions (collectively referred to as the "Event"), you, as the ticket purchaser, registrant, attendee, speaker, sponsor, exhibitor (referred to as "Participant," "you," or "your"), acknowledge and consent to adhere to the terms and conditions (referred to as the "Terms") established by MKX.

1. Parties to these Terms

- 1.1 Ticket Provider provides a ticketing and registration platform to MKX, enabling MKX to offer tickets for sale or registration to Participants.
- 1.2 MKX is responsible for organizing and conducting the Events, as detailed on Ticket Provider's Event page.
- 1.3 With respect to a ticket purchased by the Participant, a contractual relationship exists exclusively between the Participant and MKX, subject to these Terms and Conditions.
- 1.4 Participants using Ticket Provider's services are also bound by Ticket Provider's Terms of Use and any additional terms and conditions related to specific ticketing services.

2. Participant Requirements

- 2.1 To purchase or register for MKX Event tickets, you must be at least 18 years old. MKX reserves the right to deny entry or attendance, without a refund, to individuals under 18 years of age.
- 2.2 MKX reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event or block them from an online Event platform without any liability if, in its sole discretion, it determines that such Participant's presence or conduct could cause:
 - MKX, its affiliates, the Event Venue owner, the online Event platform or the Participant to fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under these Terms are in breach of, or otherwise targeted by sanctions or measures imposed by the United



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- Nations, the European Union or any other relevant governmental entity or other laws;
- MKX to breach any term, warranty, condition or other provision of any contract or undertaking to which MKX and/or any of its affiliates is or becomes a party; or
 - disruption at the Event, threaten the safety (including online) of other attendees or hinder the enjoyment of the Event by other attendees, without prejudice to any other rights or remedies available to MKX.
- 2.3 No refunds will be provided if any aspect of an Event, including the behavior of other attendees, causes offense to you or any person on whose behalf you have purchased tickets.
- 2.4 MKX reserves the right to recover from you any loss or damage incurred or suffered by us, the Event Venue, the online Event Platform or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.
- 2.5 Your payment and registration grant you access to the Event. Any other costs associated with your attendance are your sole responsibility, and MKX assumes no liability for such costs.
- 2.6 To comply with global data privacy laws, MKX imposes certain restrictions on the use of multimedia at its Events (e.g. photography, video, audio, online streaming, and all future mediums). A Participant is permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.
- 2.7 MKX may document or hire professional service providers (photo/video/streaming/audio) to document and display the Event experience. MKX may also use social media (e.g. Facebook, Instagram, X, Tiktok, Telegram) to: (i) post (real-time) photos and videos to its social media feeds; and (ii) display select submissions from those feeds on monitors throughout the Event venue. Participants are encouraged to capture their Event experiences and post their own social content from the Event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or MKX. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event a Participant requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Participant.
- 2.8 By attending the Event, you acknowledge and agree as follows: (a) MKX may edit and use images and videos it captures at the Event, including your photograph and/or likeness, for future marketing and promotional activities including social media channels, websites, print material and for any other lawful purpose in the ordinary



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course of its business, without obtaining any further approval from you or making any payment to you; and (b) due to the prevalence of mobile recording devices in today's world, MKX disclaims all liability for the capture of your image in any multimedia format by other attendees at the Event. If you do not wish your photograph to be taken at an Event, then please notify the photographer during the Event and we will use reasonable endeavors to comply with your request.

- 2.9 Participants acknowledges and agree that the recorded Event content may be made accessible to paid Participants for commercial purposes.

3. Credential/Ticket Scanning During the Event

- 3.1 MKX Event may be co-sponsored by third party product and service providers, and other third parties. Such third parties may directly request your personal information at their exhibit booths or presentations. Providing your information to them is optional, and you should review their privacy policies to address your particular needs and concerns about how they will treat your personal information.
- 3.2 We may use sub-contractors and third-party suppliers to provide certain elements of the Event (including venue owners, talent, and suppliers of production, catering and travel related services, accommodation etc). If you attend an MKX Event, you understand and agree that when you present your ticket for scanning or when you provide personal data, that information will go to a non-MKX entity and MKX takes no responsibility for how that company uses your personal information.
- 3.3 You may be required to register for and/or participate to the Event via third-party registration website and/or video conferencing or web conferencing platforms/tools. We make no representation or warranties and shall have no liability or obligation whatsoever in relation to the content and/or your use of any such third-party website and/or platforms/tools, and any contract and/or terms of use you may have entered into and/or accepted with any such third party is strictly between you and the relevant third party.
- 3.4 When registering for an Event, you must provide us with accurate and complete registration details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.
- 3.5 Where an Event requires an Event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. Participants must keep their Event pass on them at all times during their attendance at the Event and MKX reserves the right to refuse entry to Participants who fail to produce a pass when requested.



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- 3.6 If your Event pass is lost, misplaced, stolen or forgotten a replacement Event pass will only be issued to you at the sole discretion of MKX and may be subject to purchase at the prevailing on-site Participant rate.
- 3.7 All Event passes are the property of MKX and must be returned to MKX upon request. Participants found wearing falsified Event passes and/or sharing or swapping Event passes shall be required to leave the Event.

4. Becoming a Promoter

- 4.1 For certain Events, we may provide you with the opportunity to become a promoter of the Event through a personalized promoter link generated by Ticket Provider. It's important to note that this status does not entitle you to represent yourself as an agent, partner, or any other form of associate of MKX.
- 4.2 Unless prohibited by law, you may be eligible to earn a commission for sales made through your personalized promoter link up to the date of the Event. Details such as commission currency, rates, payment frequency, and payout terms resulting from the use of the personalized promoter link will be published on Ticket Provider. Please be aware that MKX will not pay commission for tickets purchased by you through your own personalized promoter link. Any disputes regarding commission eligibility will be resolved at MKX's sole discretion.
- 4.3 If any of the purchases related to your earnings are subject to refund or chargeback, MKX reserves the right to withdraw the corresponding commission from your earnings at its discretion.
- 4.4 MKX retains the right to terminate your promoter status at any time and for any reason, at its sole discretion.

5. Promotional Package Tickets

- 5.1 MKX may offer tickets bundled with certain rights granted to Participants, as outlined in the Promotional Package Tickets on Ticket Provider. In cases where you and/or your independent business owner status are to be promoted, you are responsible for providing MKX, or those commissioned by MKX, with all necessary materials, including promotional videos, artwork featuring your trade names and logos, your name, biography, photograph or likeness and recorded voice (collectively "Materials"). These Materials must be submitted in a format and within deadlines reasonably specified by MKX or its commissioned agents for inclusion in the Promotional Package Ticket. You understand that you bear full responsibility for all Materials submitted to MKX, either directly or through its commissioned agents, whether posted, uploaded, transmitted, emailed, or otherwise made available in connection with the Event.



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- 5.2 In the event that the Materials provided are not submitted within the specified deadline, you acknowledge that your rights associated with the Promotional Package Ticket will be forfeited without eligibility for a refund.
- 5.3 All ownership rights in your Materials shall remain with you. MKX has the right to incorporate the Materials you provide for advertising, promotion, and publicity in connection with the selected Event. Furthermore, you grant MKX an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sublicensable, and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Materials, for any purpose, in any media now known or hereafter developed (including without limitation in virtual reality platforms and interfaces, on a website or mobile-device application), without accounting, notification, credit, or other obligation to you. This includes the right to edit, mix, create derivative works from, distribute and synchronize all or any portion of your Materials in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your Materials; to encrypt, encode and decode, and compress and decompress all or any portion of your Materials; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your Materials; to create composite, photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your Materials; and to excerpt and/or extract portions of your Materials in order to host, store, index, categorize and display your Materials on or through any platform as needed for various purposes. MKX and/or those commissioned by MKX and/or its affiliated companies has no obligation to review your Materials or to use your Materials in any manner whatsoever.
- 5.4 You represent and warrant that you own all rights, titles, and interests in and to the Materials, including but not limited to copyrights and music publishing rights. You further warrant that MKX's use of the Materials, as granted herein, will not infringe upon the rights of any third party. You agree to indemnify and hold harmless MKX, its successors, assigns, licensees, officers, directors, agents, and employees from and against any any claims, damages, liabilities, costs, and expenses, including attorney fees, arising from or in any way connected with any breach of the representations or warranties you make in this regard.

6. Changes to the Event

- 6.1 MKX will make every effort to adhere to the publicly announced details of the Event. However, you acknowledge and agree that MKX, at its sole discretion, reserves the right to modify any and all aspects of the Event without incurring liability to you. These modifications may include changes to the Event name, themes, content,



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program, speakers, performers, hosts, moderators, venue, and schedule. MKX will keep you informed of any such changes as necessary.

7. Cancellation

- 7.1 You acknowledge that the Event may be subject to cancellation or postponement for various reasons. Unless otherwise specified, if an Event is cancelled without an alternative Event date being provided, you may be entitled to request a full or partial refund (excluding any additional charges by Ticket Provider) in accordance with Section 7, or you can choose to apply the paid ticket to another Event offered by MKX. If your purchase is of tickets for an Event over several days a proportionate refund may be offered to you.
- 7.2 Unless otherwise specified, in the case of Event postponement, you are considered to accept the new Event date, and you are not entitled to terminate these Terms or opt to apply the ticket to another MKX-organized Event.
- 7.3 Whilst we will take all reasonable steps to notify you as soon as possible on some occasions we may not be able to update you on the changes before the date of the Event. It is your responsibility to check the times and dates of the Events.

8. Right of Withdrawal and Refund Policy

- 8.1 The right of withdrawal does not apply to ticket purchases, as these tickets are considered leisure services, as regulated under the EU Distance Selling Directive. Once purchased, tickets cannot be transferred, exchanged, refunded, or returned unless approved in writing by MKX or if the Event is cancelled in accordance with the Cancellation provisions outlined in Section 6 above.
- 8.2 For refund requests or any refund-related inquiries, you must contact MKX directly using the contact information provided on the Event page or in the ticket order confirmation email. MKX will respond to your request within a reasonable timeframe and assess the validity of the refund request.
- 8.3 If MKX decides to process a refund, it will be executed using the same payment method employed by the Participant for the ticket payment or the Participant may take advantage of an optional credit offer on their commission account, if available. If applicable, MKX will suspend the tickets once the refund is confirmed to the Participant, and the Participant will not be allowed to use the ticket from that date onwards. The timing of the refund posting to the Participant's account may vary depending on the payment method.
- 8.4 By purchasing a ticket for yourself or on behalf of another person, you agree that the tickets will not be resold or transferred. Only individuals holding valid tickets will be granted access to the Event. By possessing a valid ticket, you affirm that you are physically capable of attending/participating in the Event and will adhere to the Event's rules and regulations.



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- 8.5 All rights related to withdrawal, cancellation, and refund as per mandatory local law remain unaffected.

9. Prices and Ticket Restrictions

- 9.1 You acknowledge and consent that the maximum number of tickets available for purchase or registration for each Event per Participant may be restricted, as indicated on the Event page, to prevent unfair ticket acquisitions. MKX reserves the right to cancel any or all orders and tickets without prior notice to the Participant if the specified limits are exceeded.
- 9.2 If the amount paid by the Participant for a ticket is incorrect due to a pricing error or another form of miscommunication to the Participant, or if the Participant is able to order a ticket before its scheduled on-sale or presale date or can order a ticket that was not intended to be released for sale, MKX reserves the right to cancel that ticket (or the order for that ticket) and refund the amount paid by the Participant. This policy applies regardless of whether the error is due to human oversight or a transactional malfunction of the Ticket Provider website.

10. Transfer of Tickets

- 10.1 Once a ticket has been purchased, MKX strictly prohibits exchanges or refunds. This policy applies to lost, stolen, damaged, or destroyed tickets unless otherwise stated on the Event page or as required by law. In such cases, the Participant must follow the instructions provided on the Event page.
- 10.2 To prevent violence, criminal activities related to Event attendance, enforce venue entry restrictions, and deter ticket resale at inflated prices, MKX restricts the transfer of tickets. Participants are therefore prohibited from:
- Publicly offering tickets on internet auction sites, other online marketplaces, radio, press, or any other media, if it could result in a higher price than MKX's sale price, and
 - Commercially selling tickets without prior written consent from MKX, offering them in contests, or publicly using them for advertising or marketing purposes.
- 10.3 MKX reserves the right to deny individuals who violate the above provisions the rights to purchase or register for tickets in the future. MKX may also suspend their existing tickets and initiate legal action if necessary. Upon MKX's request, the purchaser must provide the names, dates of birth, and addresses of individuals to whom they have transferred tickets.
- 10.4 MKX does not assume any liability for any losses incurred from tickets purchased via auction sites or any other medium that may provide resold, duplicated, or invalid tickets.

11. Translation Services and Accuracy Disclaimer



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- 11.1 During Events, MKX may utilize translation services to enhance accessibility and understanding for a diverse audience. However, it is important to note that MKX does not guarantee the accuracy of any translation, regardless of the language in which it is provided.
- 11.2 Translations are offered as a convenience and are intended to assist Participants, but they may not fully capture the nuances and intricacies of the original content. Participants are encouraged to exercise their own judgment and discretion when relying on translated materials or interpretations. MKX shall not be held liable for any inaccuracies or misunderstandings that may arise from the use of translation services.
- 11.3 In the event that a group of Participants, reaching a sufficient size as determined by MKX, requests translation services in a specific language, MKX may, at its discretion, agree to accommodate this request. Participants who wish to have translations in their language shall arrange and bear the costs of providing their own translator(s) to facilitate the translation during the Event. MKX shall assist by providing the necessary setup and designating a suitable area within the Event venue for the translator(s) to perform their duties effectively. MKX will not be responsible for the selection, performance, or any related expenses associated with the translator(s) chosen by the Participants. Participants involved shall coordinate closely with MKX to ensure a seamless translation experience during the Event.

12. Liability and Damages

- 12.1 Personal arrangements, including travel, accommodation, or hospitality, that you have made in connection with the Event are at your own risk. It is recommended that you check your visa requirements with your local embassy or consulate. Failure by any Participant to obtain a visa to attend an Event shall not entitle them to a refund of any Fees.
- 12.2 We will not be liable for any travel or accommodation formalities and/or expenses or if you are unable to attend the Event due to a Force Majeure event or any event out of our control. We recommend that you subscribe appropriate insurance against cancellation as well as to have adequate health and accident insurance.
- 12.3 You are required to keep your personal belongings (including your computer and/or other devices) with you at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any liability for any loss (including, without limitation, theft) occasioned on our premises and/or on any premises of any Event being staged at external venues save for any damages caused directly by our negligence in which circumstances and, to the extent permitted by law, our aggregate liability shall be limited to your paid Event ticket.
- 12.4 To the extent permitted by law, we, and our affiliated companies as well as any video conferencing or web conferencing platforms' system provider for the Event and each



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of its and their respective officers, directors, and other partners and employees, shall not be liable under any circumstances, whether in contract, or otherwise, with respect to the damages suffered in relation with your registration for and/or participation to the Event for: (a) any indirect, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, loss of data, additional personnel costs or other intangible losses (even if we have been advised of the possibility of such damages), and/or (b) the cost of procurement of substitute services, and/or (c) any matters beyond our reasonable control, including Force Majeure event. You hereby expressly waive all claims against any of the aforementioned organisation and/or physical person for any of the aforementioned damages.

12.5 You understand and agree that we expressly disclaim all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. By way of example, you hereby expressly waive all claims against us, against any and all of our affiliated companies as well as against any video conferencing or web conferencing platforms' system provider for the Event for any of the following, understanding and agreeing that no warranty is made herein that (a) the Event will meet your requirements or expectations; (b) the Event will be uninterrupted, timely, secure, and/or error-free; and/or (c) the results that may be obtained from attending the Event will be accurate or reliable.

12.6 In case of your registration for and/or participation to an Event:

- via video conferencing or web conferencing platforms/tools, you are responsible for securing that you have all authorizations to register to the Event, attend the Event and to that effect to also have an appropriate Internet connection, equipment and compatible browser software in order to utilize the video or web conferencing platform/tool and participate to the Event
- and if you have decided to upload and/or share material, content, data and/or any information ("User Content"), you are responsible for securing that you have all authorizations to upload and/or share such User Content in the frame of the Event; We are under no obligation to monitor User Content. However, we may, without notice to you or any third party, delete, move or edit any such User Content or part of it.
- You hereby grant MKX a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or any part of the User Content posted by you or any of your representatives. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content. You agree to reimburse us for any losses, damages, costs and expenses which we may incur as a result of your publication of User Content.



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- 12.7 You acknowledge that we are not responsible nor liable for (i) any further use of such material, content, data and/or information by any Participant and/or by any third party during and/or after the Event and/or (ii) any loss, interception, storage and/or use of such material, content, data and/or information across systems that are not controlled by us where for example the Event is attended via video conference or web conferencing platforms/tools.
- 12.8 The Participants take part in the Event at their own risk. MKX shall not be held liable for any loss, injury, death, or damage, whatever the cause may be, save to the extent of gross negligence or wilful misconduct of any director of MKX. Under no circumstance shall MKX be held liable for any loss of profit, loss of product, loss relating to accommodation, travel, any Event or programme being changed by MKX, admission being refused by the venue due to lateness intoxication or for failure to comply with any admission policy or security searches, you being removed from the Event for any reason, or other wasted costs as a result of an Event being cancelled or rescheduled or tickets being revoked or any other consequential loss, whether direct or indirect and whether foreseeable at the time of registry or not.
- 12.9 Subject to Clauses 12.8, MKX's total aggregate liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to your paid Event ticket as at the date of the event giving rise to the liability.

13. Disclaimer

- 13.1 You agree that your access to any Event and your use of any of the materials, data, information and products provided by MKX or its event partners at, relating to or forming part of the Event ("Content") is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.
- 13.2 Subject to clause 13.1, we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses. MKX's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid under these Terms.



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14. Force Majeure

- 14.1 MKX shall not be liable for any failure or delay in performance, either wholly or in part, resulting directly or indirectly from a Force Majeure Event. A Force Majeure Event shall refer to any inability to fulfill obligations under these Terms due to circumstances beyond MKX's control. These circumstances include, but are not limited to, acts of God, accidents, riots, war, terrorist acts, epidemics, pandemics, quarantines, travel restrictions, civil commotions, power failures, internet, computer network or telecommunications facility malfunctions or maintenance, web host breakdowns, natural disasters, governmental actions or omissions, changes in laws or regulations, national strikes, labor difficulties, fires, explosions, generalized lack of raw materials or energy availability, cancellation of agreements by hotels or venues where an Event is scheduled to take place or discontinuation of airline operations or flight cancellations by airlines scheduled for MKX's' travel arrangements to the Event.
- 14.2 Without prejudice to any other rights to which it may be entitled, in the event of a Force Majeure Event, MKX may choose, at its discretion, to suspend the Participant's order or terminate the agreement without legal intervention. MKX will communicate this decision to the Participant in writing, and MKX will not be held liable for any damage compensation.

15. Collection of Personal Data

- 15.1 MKX will process all personal information in accordance with applicable laws related to data protection and in accordance with MKX's Event Privacy Policy as provided on its website and as amended from time to time, which is hereby incorporated into these Terms & Conditions.
- 15.2 Additionally, by submitting your email address during the Event registration process, you agree that MKX and its Event partners may send you Event-related information. A valid email address is required for all registrations.
- 15.3 MKX uses the personal data you provide in this registration for administering your participation in the Event. This may include information about the Event's content, Event logistics, payment, updates, and additional information related to the Event.
- 15.4 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, post-Event feedback, quality checks, Participant verification (including for sanctions and trade control purposes), research and polling.
- 15.5 In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event venue management, the Online Event Platform, trainers, speakers, organisers, print houses, finance partners, IBO Network communities. In addition, MKX may disclose your personal data to third party service



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providers engaged by MKX to assist in the conduct of the Event (e.g. local Event management companies, mobile application provider). Information you provide when registering for or participating in an Event managed or co-sponsored by parties other than or in addition to MKX may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties.

16. Service As An Invited Speaker

- 16.1 If you agree to speak at an MKX Event, we may share your contact and biographical information with Event attendees. Sometimes we may also request a photograph or video to include into our bumper reel. In other cases, we post on the respective Event website information such as your name, Independent Business Owner position, email address, as well as a link to your company website and/or professional LinkedIn page available to the public. This is so that visitors to the Event website, including Event attendees and speakers, can contact you with questions and requests for more information, and to provide feedback if needed. Additionally, speakers may be asked to complete a release agreement or waiver form prior to their presentation.
- 16.2 By agreeing to speak at an MKX Event, you hereby acknowledge and consent to MKX and its authorized representatives recording your voice, filming, videotaping, live streaming, photographing, and capturing your likeness during the Event. You further grant MKX and its authorized representatives perpetual, irrevocable, and unrestricted rights to use and otherwise exploit your video recordings, photographs, voice, name (including nicknames and usernames), actual or paraphrased statements, biographical information, or any other identifying attributes associated with you (collectively, "Likeness"), in whole or in part, distorted, altered, modified, translated and/or adapted in character and/or in form, alone and/or accompanied by other material, in any manner, without limitations, worldwide, and royalty-free. This includes the right to use, sublicense and freely transfer your Likeness for advertising, publicity, promotion, marketing, and other commercial purposes in all current and future media formats (including streaming, webcasting, broadcasting, and satellite transmission) without restrictions.
- 16.3 For speakers and certain Participants who have achieved a specific Independent Business Owner rank or status within MKX, MKX may, at its discretion, assist in arranging flights, accommodation and covering certain associated costs to enable their attendance at an Event. The extent of costs covered and the specific terms of such arrangements will be determined by MKX.
- 16.4 In the event that MKX has covered certain costs on behalf of a speaker or Participant, whether through reimbursement or direct payment, and the speaker or Participant is unable to attend or cancels their participation for any reason, the speaker or Participant shall be responsible for promptly reimbursing MKX for any costs related to their attendance. MKX reserves the right to deduct the corresponding expenses



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from the speaker or Participant's commission account or other funds owed to the speaker. This policy is established to ensure fairness and responsible use of resources, and they are applicable to all speakers who receive assistance with flights, accommodation and cost coverage. Speakers and Participants are encouraged to communicate any potential scheduling conflicts or cancellations to MKX as early as possible to minimize any potential financial impacts.

17. Media Enquiries

17.1 Any media coverage, including television, radio, internet, print, and photography, concerning the Event requires prior consent from MKX. Such coverage is permitted only within areas specifically designated for media personnel. Participants are prohibited from capturing audio, photos, or videos without prior authorization from MKX unless for private, non-commercial use. Additionally, you are not allowed to publicly distribute or reproduce sound, photography, film, or video recordings, especially on the internet or mobile platforms, or assist others in such activities. Any equipment or devices used for such purposes may be brought into the Event only with prior consent from MKX.

18. Event Location's House Rules

- 18.1 Each Participant shall observe the rules, policies and procedures of the Event venue including in relation to health and safety and any reasonable instructions issued by MKX and/or the management of the Event Venue.
- 18.2 Personal belongings may be subject to security checks upon entry. It is explicitly prohibited to bring in items such as bottles, glasses, cans, sticks, weapons, fireworks, drugs, and other items listed in MKX's house rules or deemed hazardous. Violation of these Rules may result in denial of entry without refund or compensation.
- 18.3 Effective as of May 5, 2023, the World Health Organization has officially declared the conclusion of the COVID-19 pandemic. Although public health states of emergency have ceased, individual nations may choose to maintain precautions in response to COVID-19. Regardless of any conflicting provisions herein, Participants found not adhering to government directives, including mask-wearing, testing, vaccination, and social distancing measures, will be denied entry or asked to leave the Event.
- 18.4 No refund will be issued under the following non-exhaustive circumstances:
- If a Participant, while in good health, chooses not to attend the Event due to concerns about COVID-19 exposure.
 - If a Participant is unwell but not due to COVID-19 illness or symptoms and chooses not to attend the Event.
 - If a Participant is denied entry to the Event for reasons outlined in these Terms, including non-compliance with mask-wearing mandates, unwillingness to



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provide personal contact information for contact tracing, or refusal to provide QR codes when requested.

- If a Participant attends the Event but leaves before its completion due to feeling unwell.

18.5 If you need any special assistance (e.g. in relation to a person who is blind/visually impaired or a person with a physical disability, please contact MKX in advance by email to arrange such assistance at the Event.

18.6 Where applicable, you will be given the opportunity to mention any dietary requirement in the registration form and/or through the subscription process. You are encouraged to submit dietary requests within the deadline specified by MKX before an Event. We will make reasonable effort to accommodate these requests when they are received within the specified timeframe but may not be guaranteed. Please be aware that dietary requests made after the specified deadline may not be available due to logistical and catering constraints.

19. Cross Recruiting and Compliance

19.1 Participants are strictly prohibited from using the Event for the purpose of cross recruiting, which includes actively soliciting or promoting participation in other network marketing opportunities or businesses that are not affiliated with MKX. Any Participant found engaging in cross recruiting activities during the Event will be subject to immediate removal from the Event without refund.

19.2 In the event that a removed Participant is an Independent Business Owner (IBO) associated with MKX, a compliance case will be initiated against them. During the compliance investigation, the IBO's account will be suspended, and they will be temporarily unable to conduct any business or transactions within their IBO account.

20. Conduct and Reputation

20.1 Participants are expected to conduct themselves with respect, professionalism and integrity during the Event. They shall not make any defamatory statements or comments about MKX, its representatives, or fellow participants. Additionally, Participants shall not knowingly make any statement or engage in any action that could bring the Event or MKX into disrepute.

20.2 In the event that a Participant violates Section 20.1 by making defamatory statements or engaging in conduct that tarnishes MKX's reputation, MKX reserves the right to immediately remove the Participant from the Event, with no refund of Event fees. Section 20.2 shall apply.

21. Ancillary Events

21.1 MKX may offer Participants the opportunity to attend excursions or events like field trips, retreats, networking occasions, site visits, boat trips, aircraft rides, or any other



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organized excursion by MKX ("Ancillary Event"), in which case specific Ancillary Terms may apply. Such Ancillary Terms shall be contained in the materials provided to you when you register to attend an Ancillary Event and shall apply in addition to these Terms.

21.2 If there is any inconsistency between these Terms and any applicable Ancillary Terms, the Ancillary Terms shall take precedence in relation to the Ancillary Events.

22. Anti-Bribery & Corruption

22.1 You undertake that you shall comply with any applicable Anti-Bribery Legislation.

22.2 You undertake that you will not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

- an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;
- any other person at the suggestion, request or direction or for the benefit of any of the above-described persons, if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

22.3 You undertake that neither you nor, so far as you are aware, any agents or other persons acting on your behalf has directly or indirectly:

- violated or is in violation of any applicable Anti-Bribery Legislation;
- made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality ("Prohibited Payments"); or
- been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

23. Trade Sanctions



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- 23.1 Neither you, nor, so far as you are aware, any agents or other persons acting on your behalf:
- is listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) or any similar list maintained by the United Nations, the European Union, or any other relevant governmental entity;
 - directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union or any other relevant governmental entity (collectively “Sanctions”);
 - directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or
 - is or ever has been in violation of or subject to an investigation relating to Sanctions.
- 23.2 Each Participant shall ensure they are legally entitled to attend the Event and by attending each Participant warrants that they are not the subject of any Sanctions or trade controls or other restrictions that mean they should not attend.

24. General

- 24.1 The rights granted to the Participant under these Terms are supplementary and do not affect the statutory rights and remedies available to the Participant under applicable consumer protection laws. In the event of a conflict between these Terms and relevant consumer protection laws, the statutory rights under such laws shall take precedence.
- 24.2 If any provision of these Terms is deemed invalid, illegal, or unenforceable, the remaining provisions of the Terms shall remain valid, legal, and enforceable to the fullest extent permissible by law. In the event of the invalidity of a provision, MKX will create a new provision to replace the nullified provision, striving to preserve the intent and purpose of the invalidated provision.
- 24.3 Except as otherwise agreed in writing, these Terms constitute the entire agreement between the Participant and MKX. The Participant acknowledges that electronic communications can serve as evidence. No warranties, representations, guarantees, or other terms not expressly stated in these Terms have any legal force or effect.
- 24.4 MKX may, at its sole discretion, transfer or assign the rights and obligations under these Terms to any third party without the Participant's consent. MKX may also license or subcontract its rights and obligations without the Participant's consent.



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The Participant shall not transfer or assign its rights and obligations under these Terms.

- 24.5 Failure by MKX to enforce any provision of these Terms shall not be considered a waiver of that provision or affect MKX's right to subsequently enforce it.
- 24.6 We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website or MKX back office. Amendments will be effective immediately on the amended Terms being posted on the Event website or MKX back office and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance without refund.

25. Governing law

- 25.1 Depending on the geographical location of the Event, it shall be organized and conducted by either MKX Network B.V. located at Piet Heinkade 55, 1019 GM Amsterdam, the Netherlands or MKX Network USA LLC located at 1100, 6365 Town Square Alpharetta, Georgia, 30005, United States of America or MKX Education LLC located at 1100, 6365 Town Square Alpharetta, Georgia, 30005, United States of America.
- 25.2 In the event that MKX Network B.V. is responsible for organizing the Event, subject to mandatory (consumer) law, these Terms shall be subject to and governed by the laws of the Netherlands, without reference to conflicts of law provisions. All disputes, claims, demands, counts, causes of action, or controversies arising in connection with these present Terms, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitration will take place in Amsterdam, the Netherlands, and the proceedings will be conducted in English. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to any and all arbitration costs, including reasonable attorney's fees, incurred in enforcing these Terms, bringing a lawsuit for breach of these Terms or defending a lawsuit arising out of these Terms. This agreement to arbitrate shall survive any termination or expiration of these Terms.
- 25.3 In the event that MKX Network USA LLC and/or MKX Education LLC is responsible for organizing the Event, subject to mandatory (consumer) law, these Terms shall be subject to and governed by the laws of the States of New York, NY, the United States without consideration of its conflicts of laws principles. Disputes arising under or related to this shall be resolved exclusively by Arbitration, under the Rules of the American Arbitration Association ("AAA"). The arbitral tribunal shall be composed of one arbitrator. The arbitration will take place in New York, NY, USA, and the proceedings will be conducted in English. The decision of the arbitrator shall be final



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and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to any and all arbitration costs, including reasonable attorney's fees, incurred in enforcing these Terms, bringing a lawsuit for breach of these Terms or defending a lawsuit arising out of these Terms. This agreement to arbitrate shall survive any termination or expiration of these Terms.

The below provisions apply and are included as part of these Terms. In the event of a conflict between the below provisions and the terms otherwise set forth in these Terms, the below provision will control.

- i. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND FULLY UNDERSTANDS THESE TERMS AND CONDITIONS, WAIVER AND RELEASE OF LIABILITY, AND ALL OTHER POLICIES, CODES OF CONDUCT AND OTHER INFORMATION REGARDING THE EVENT AND MKX CONTAINED ON THE WEBSITES. PARTICIPANT UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS, AND PARTICIPANT DOES SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.
- ii. Section 8 reference to Right of Withdrawal shall be deleted.
- iii. Section 8.1 "Right of Withdrawal" shall not apply and replaced by "The purchase of tickets cannot be cancelled by you, exchanged or refunded, save for the circumstances set out in Section 7."
- iv. The following shall be added as new clause 12.A to the '**Release Of Liability And Indemnification**' section of these Terms:

1. PARTICIPANT EXPRESSLY ASSUMES ALL RISK AND DANGER ARISING FROM OR INCIDENTAL TO THE EVENT, WHETHER SUCH RISK OR DANGER OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL EVENT AND ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR THEIR ATTENDANCE AT AND PARTICIPATION IN THE EVENT.

2. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THE EVENT MAY HAVE INTERACTIVE ELEMENTS ON STAGE AND THAT, AS AN ATTENDEE AND PARTICIPANT THEREIN, PARTICIPANT MAY ENGAGE IN ACTIVITIES THAT INVOLVE A SUBSTANTIAL RISK OF PERSONAL INJURY, PROPERTY LOSS AND/OR ECONOMIC LOSS. These risks may include, but are not limited to, those caused by, arising out of or in connection with: (a) the actions or inactions of Participant and others; (b) conditions of the Venue, premises or equipment used; (c)



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conditions of attendees, participants, performers, and artists; (d) stage effects; (e) staging; and/or (f) infection by COVID-19 or any other communicable disease or illness, or a bacteria, virus, or other pathogen. Participant further acknowledges and fully understands that there may also be other risks that are presently unknown or unforeseeable.

3. PARTICIPANT EXPRESSLY HEREBY FOREVER RELEASES AND DISCHARGES, AND AGREES NOT TO SUE, MKX, THE EVENT'S FACILITIES, VENUES, OR PREMISES (INCLUDING, WITHOUT LIMITATION, THE EVENT'S PROMOTERS, SPEAKERS, PARTICIPANTS, HOSTS, TICKETING SERVICES PROVIDER, AND/OR ALL OTHER PERSONS OR ENTITIES ASSOCIATED OR INVOLVED WITH THE EVENT (COLLECTIVELY "MANAGEMENT") AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, ASSIGNEES, LICENSEES, OWNERS, OFFICERS, DIRECTORS, PARTNERS, MANAGERS, BOARD MEMBERS, SHAREHOLDERS, INSURERS, AGENTS, STAFF, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "RELEASED PARTIES"), WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, SUITS, OR EXPENSES OF WHATSOEVER KIND, NATURE, OR DESCRIPTION, WHETHER DIRECT OR INDIRECT, IN LAW OR IN EQUITY, IN CONTRACT OR IN TORT, OR OTHERWISE, WHETHER KNOWN OR UNKNOWN (INCLUDING ATTORNEYS' FEES AND COSTS) ("CLAIMS") THAT PARTICIPANT HAS OR MAY HAVE THAT ARISE FROM OR ARE INCIDENTAL TO THE EVENT, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS IN ANY WAY CONNECTED WITH: THE RISKS LISTED HEREIN OR ATTENDANCE AT OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION USE OF ANY EVENT FACILITY, VENUE OR PREMISE, OR TRAVEL TO AND FROM THE EVENT, HOWSOEVER CAUSED; negligence, whether passive or active, of the Released Parties; any breach by the Released Parties of statutory duty; ANY FAILURE OF ANOTHER ATTENDEE OF THE EVENT TO CONFORM TO THESE RULES; PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ATTENDANCE AT THE EVENT; ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT; AND/OR ANY LOST, STOLEN OR DAMAGED TICKETS, OR FAILURE OF MANAGEMENT, OR MANAGEMENT OR EVENT STAFF, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, OR SECURITY TO HONOR YOUR TICKET. PARTICIPANT UNDERSTANDS THAT YOU AGREE HEREBY TO



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WAIVE ALL CLAIMS YOU MAY HAVE AGAINST THE RELEASED PARTIES AND AGREE THAT NEITHER YOU, NOR YOUR ESTATE, HEIRS, ASSIGNS, BENEFICIARIES, SPOUSE OR PARTNER, FAMILY MEMBERS, nor anyone else acting on Your behalf, will make a claim against the released parties for any injury, damage, death, or other loss You may suffer. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, OR OTHER DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE EVENT OR ANY PRODUCT OR SERVICE PURCHASED AT THE EVENT, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY.

4. Participant expressly agrees to protect, defend, indemnify, and save the Released Parties harmless (“indemnify” meaning protect by reimbursement or payment, including attorney’s fees and expenses) with respect to any and all Claims brought by or on behalf of Participant, Participant’s estate, heirs, assigns, beneficiaries, spouse or partner, family members, or any other person, for any injury, damage, death, or other loss in any way connected with the risks listed herein or attendance at or participation in the Event, including without limitation use of any Event facility, venue or premise, or travel to and from the Event, without limit and without regard to the cause or causes or negligence, whether passive or active, of the Released Parties, and/or any breach by the Released Parties of any legal duty. Participant further expressly agrees to protect, defend, indemnify, and save the Released Parties harmless from any Claim in any way arising out of or related to Participant’s negligence or misconduct at, around, or while traveling to or from, the Event.

5. This release and indemnity section includes, but is not limited to: third party claims, claims for personal injury or wrongful death (including claims related to emergency, medical, drug, and/or health issues, response, assessment, or treatment), loss of consortium, breach of contract, or any other claim, including claims resulting from the



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negligence of Released Parties, whether passive or active, related to the Event.

6. PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EVENT IS TO LEAVE THE EVENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE BY YOU.

- 25.4 However, notwithstanding anything to the contrary, MKX retains the right to initiate legal proceedings, including equitable, injunctive relief, and to enforce an arbitration award in any court of competent jurisdiction.
- 25.5 The Parties agree to resolve any disputes on an individual basis and waive their rights to file or participate in class actions or seek relief on a class or representative basis.

26. Language

- 26.1 The Website and these Terms may be available in other languages ("other language versions") for convenience only. However, these versions are not specifically intended to target citizens of particular countries using those languages. In case of any inconsistency between the other language versions and the English version of the Website or these Terms, the English version will take precedence.