

“**Sub-Distributor**” means any authorised subcontractor (whose name is included in **Exhibit C**, or as otherwise approved by Expo) appointed by the Authorised Reseller in accordance with Clause 22.1 to sell and distribute Tickets.

Sub-Distributor Mark and Designation” means the designation and mark/emblem/logo approved by Expo for use by the Authorised Reseller pursuant to Clause 22.4 and as further specified in Exhibit B

7.3 Sub-distributors. The Authorised Reseller shall procure compliance of the Sub-Distributors (if any) with the terms and conditions of this Agreement and shall be liable to Expo for any breach by the Sub-Distributor of the terms and conditions of this Agreement in accordance with Clause 22.3.

8. SPECIFIC DUTIES OF THE AUTHORISED RESELLER AND SUB-DISTRIBUTOR(S)

8.1 Minimum Requirements. The Authorised Reseller represents and warrants that it meets the following minimum requirements:

- (a) *Financial requirements.* Authorised Resellers and Sub-Distributors must provide proof, upon Expo’s reasonable request, of their respective financial and corporate standing (eg. previously audited Financial Statement, Banker’s Letter of Reference, evidence of incorporation, identification and qualifications of key personnel, etc.) to the effect that they are respectively able to make the necessary advance commitments for the purchase and administration of Tickets and associated services from Expo.
- (b) *Technological requirements.* Authorised Resellers and Sub-Distributors must be capable of communicating with Expo’s Ticketing Department over the Internet using a current industry standard and market dominant browser to enable efficient use of the B2B Platform. Where an Authorised Reseller or Sub-Distributor is unable to comply with minimum technological requirements, that Authorised Reseller or Distributor, or Sub-Distributor must contact Expo’s representatives as soon as is practicable to determine an alternate and mutually convenient means to communicate ticket orders and related ticketing business.

8.2 Sub-Distributors. The Authorised Reseller shall not appoint any assistant or subsidiary distributors or otherwise assign, delegate or dispose of any of its rights or obligations under this Agreement, except as expressly provided for in Clause 22.1.

22SUB-DISTRIBUTORS

22.1Appointment of Sub-Distributors. The Authorised Reseller may appoint Sub-Distributors to assist it in promoting, selling and distributing Tickets. Authorised Reseller may appoint only Sub-Distributors which are part of the same group of companies of the Authorised Reseller and which are listed in **Exhibit C** or have been approved in writing by Expo. Sales of Tickets in conformity with the provisions of this Agreement by any Sub-Distributor that has been approved by Expo shall not be considered to be re-sales of Tickets in violation of this Agreement.

22.2Effect of Appointment. All provisions of this Agreement shall remain in full force and effect irrespective of any appointment by the Authorised Reseller of Sub-Distributors pursuant to Clause 22.1. The appointment of Sub-Distributors shall not reduce, amend or modify in any respect the Authorised Reseller’s obligations to Expo under this Agreement.

22.3Authorised Reseller responsibility and indemnity. The Authorised Reseller is responsible for the action and omissions of Sub-Distributors. Expo shall have no responsibility for communication with or supervision of any Sub-Distributor, and the Authorised Reseller shall indemnify, defend and hold harmless Expo from any and all damage and loss resulting from any Sub-Distributor’s failure to comply with the terms and conditions of this Agreement or of agreements entered into with the Authorised Reseller, and from all claims, demands, suits, obligations, liabilities, damages, losses, judgements, costs and expenses (including, without limitation, lawyer fees, court costs and amounts paid in settlement) arising in connection with or related to the performance of duties under this

Agreement or such agreements by Sub-Distributors. In addition, if any Sub-Distributor fails to comply with the terms and conditions of this Agreement, Expo reserves the right to require the Authorised Reseller to terminate the relevant Sub-Distributor's right to sell Tickets.

22.4 Sub-Distributor Mark and Designation usage rules. Sub-Distributors shall not be entitled to use the Authorised Reseller Mark and Designation, unless expressly authorised by Expo. Sub-Distributors shall be granted a non-exclusive, royalty free, non-transferable license to use the Sub-Distributor Mark and Designation in accordance with the provisions of Exhibit B.2. In case of breaches by the sub-Distributor, Clauses 17.2 and 22.3 shall apply. Should the Sub-Distributor be removed by the list of authorised sub-distributors in accordance with Clause 22.3, it shall immediately cease use of the Sub-Distributors Mark And Designation and the Authorised Reseller shall be liable for any failure by the Sub-Distributor to comply with such provision. Furthermore, Clause 21.3 shall apply accordingly.

Il Sub-Distributore può utilizzare il logo Rivenditore Autorizzato senza possibilità di *co-branding* con il logo/simboli del Sub-Distributore, in quanto il Sub-Distributore non è autorizzato ad alcuna attività di *co-branding*. Per chiarezza, il logo di Rivenditore Autorizzato potrà essere utilizzato da solo.