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**Terms and Conditions/Event Code of Conduct – OPIS, Chemical Market Analytics and Coal, Metals and Mining Conferences, Events, Forums and Workshops – Effective June 1, 2022**

By registering for, receiving materials provided to participants, listening to sessions, speakers or instructors, participating in workshops or generally interacting in a capacity that can be reasonably assumed to be one of engagement as a delegate, speaker/presenter or sponsor/partner, you hereby agree to abide by and adhere to the following Terms and Conditions and Code of Conduct governing live, virtual and hybrid events, conferences, forum's or workshops, organized by OPIS, its divisions and subsidiaries to include but not limited to Chemical Market Analytics and Coal, Metals and Mining (hereafter collectively referred to as OPIS). Both elements of this agreement may not be modified or voided in any fashion except in writing by both parties and no verbal statements are enforceable that contradict or oppose the information herein.

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**Terms and Conditions**

*Refunds and Substitutions* – No refunds will be provided to participants who do not attend an event once registered. Substitutions are allowed at any time up to 48 hours prior to the start of an event, provided that OPIS is notified of and approves same in writing. If a participant does not attend an event and does not send a substitute, then they and their organization/company are still individually and jointly responsible for all fees due and payable for participation. In the unlikely event that OPIS is forced to cancel or postpone an event, then participants will receive a full, internal credit of all fees paid to be used at a future event within the next twelve (12) months.

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*Payments* – All invoices and fees for participation, partnership or sponsorship are due and payable upon receipt and must be paid prior to commencement of the event. Attendees, sponsors, or partners with unpaid balances will be asked to tender payment on site or risk being unable to participate.

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*Changes to Program* – Topics, speakers, presenters, and subject matter advertised at by OPIS at a conference or event were confirmed and correct at the time of publishing, however, circumstances beyond the control of the event chairs or organizers may require changes, substitutions or cancellations of individual aspects or portions of the program. While striving to maintain all programs as developed and promoted, OPIS reserves the right to modify or change agenda's, speakers, or content where required and necessary without penalty or liability.

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*Event Materials* – All parties agree that the event materials and information conveyed during the event are confidential, copyrighted, and proprietary to OPIS or a third party. None of the parties will use the event materials or information conveyed during the event except pursuant to a nonexclusive, nontransferable right and license hereby granted by OPIS only delegates internal business purposes, and not for sale, sublicense, or other disclosure, distribution, or republication to or for a third party. No copyright, trademark or other proprietary notices of OPIS or any third party contained in the event materials may be altered or removed and OPIS specifically disclaims any/all liability associated with same.

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*Information with Other Participants* – Unless participants specifically opt out, OPIS may share delegate contact information with event sponsors and/or partners who may contact delegate with details of programs or events occurring during the event that may be of interest or to schedule meetings or discuss areas of mutual areas.

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*Photographic/Video Consent* – OPIS shall have the right itself and may also permit third parties who are contracted by and providing services to OPIS to utilize a participant's voice, likeness, photograph, and other pictures or video of the event in which they may appear including but not limited to live streaming and video made available post-event. Requests to utilize a person's name or a quotation attributable to/by that individual will be made separately and in writing and the participant will have the full right to agree or refuse at their discretion.

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*Outboarding* – is the practice of personnel/companies setting up exhibits or events at either on or off-site locations, such as hotel hospitality suites or nearby restaurants and attractions, either 24 hours before, during or 24 hours after an OPIS event and encouraging attendees to leave the event and spend time interacting with their organization. For the good of the event and all participants supporting the event, the only legitimate place to conduct business during any OPIS event is within a contracted partnership/ sponsorship activity or sponsored hospitality lounge/space.

Persons, companies, and organizations who engage in the practice of outboarding will be given the opportunity to sponsor an event while on site and then have their activity reviewed by OPIS. Should they elect not to do so OPIS will (in conjunction with the host hotel or venue) reserve the right to remove the company/organization and its personnel/materials from the premises and bar them from any future events.

OPIS's policy on outboarding will be strictly enforced and OPIS will work in close coordination with host hotels and its other venues to ensure that violations of the above policy are identified and addressed promptly so as to ensure the continued integrity of its events.

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*Visa and Invitation Letters* – OPIS may/will at its sole discretion assist participants with obtaining the proper visa to participate in the event by providing a letter of invitation. This letter will only be provided upon written request after all fees to participate have been paid in full. In no circumstances will OPIS contact an embassy or consulate directly and the decline of a visa or delay in same effecting participants ability to attend does not entitle the participant to any type of refund of monies paid.

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*Health and Safety* – Participant agrees to comply with all health and safety screenings, laws, and regulations with regard to current public health guidelines in the city/region/country in which the event is being held. Additionally, OPIS may at its discretion adopt additional precautionary measures on a per event basis dependent upon current conditions and factors both prior to and during the event. OPIS will strive to continually update participants if/when any health and safety criteria and conditions change as the safety and well-being of everyone associated with an event is of the highest priority.

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*Accommodation* – OPIS strives to be accessible, inclusive, and diverse in our conference, event and workshop product offerings and your individual experience any event we host is very important to us. If you have a disability, require communication access services or believe that you require a reasonable accommodation for another reason please contact our Director of Conferences, David Coates by e-mail at [dcoates@opisnet.com](mailto:dcoates@opisnet.com) at least four (4) weeks prior to the event to discuss your needs. OPIS will make every reasonable effort to assist and accommodate verifiable and justified requests in the interests of our valued participants.

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*Force Majeure* - OPIS shall not be deemed to be in breach of these terms and conditions, or otherwise be liable to the participant by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstances beyond OPIS's reasonable control including, without limitation, pandemics, acts of God, strikes, lock-outs, or other industrial disputes (including, without limitation, a strike, lock-out, or other industrial dispute which OPIS suffers), war, riot, fire, flood, or any other disaster (a circumstance of "Force Majeure"), and the time for performance of that obligation shall be extended accordingly. Where the performance of OPIS's obligations under these terms and conditions is delayed or prevented by Force Majeure, OPIS shall use all reasonable endeavors to minimize the effect of the Force Majeure on the performance of those obligations.

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*Relationship* - The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each part of this agreement and is solely responsible for all its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, or bind the other.

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*Indemnification* - Participant hereby agrees to indemnify, defend, reimburse, and hold harmless OPIS and its respective officers, directors, employees, volunteers, and representatives against all claims, loss, damage, or expense (including attorneys' fees) that may arise in connection with or be asserted against, resulting from, imposed upon, incurred, or suffered because of participation in the event.

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*Interpretation* - OPIS shall have sole discretion in the interpretation and enforcement of the terms and conditions as listed herein and all other aspects of its events, and the power to make, from time to time, such reasonable amendments thereto and to establish such further terms and conditions as it shall consider necessary for the proper conduct of the events provided such new terms and conditions do not materially alter or diminish the contractual rights of participants. All matters, issues, or questions not covered by the Terms and Conditions are subject to the sole discretion of OPIS.

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## **Code of Conduct**

OPIS provides numerous conferences and events to pursue its mission of being a leading source of critical information, analytics, and insight that powers growth, efficiency, and value for our customers. OPIS is dedicated to providing conferences and events that are free from unwelcome, intimidating, offensive, improper, or illegal conduct. While OPIS provides a framework that encourages this culture, we rely on all conference and event stakeholders to share this responsibility. As such, stakeholders are required to adhere to this Code of Conduct at all OPIS conferences, events, and spaces, including on mobile applications and social media.

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*Harassment* - OPIS does not tolerate harassment of any kind. Examples of harassment include, but are not limited to, unwelcome sexual attention, derogatory or demeaning conduct, using, and sharing sexually explicit, lewd, or violent imagery or language, unwanted physical contact, threatening, following, or stalking, unwanted or intrusive photos or recordings, conduct that creates an intimidating or hostile environment, and sustained disruption of plenaries or other events.

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*Discrimination* - OPIS does not tolerate discrimination. Behaviors, gestures, remarks, jokes, or slurs that are offensive or discriminate against a group or class of people based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, disability, age, pregnancy, or veteran status are strictly prohibited.

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*Anti-Competitive Conduct* - OPIS' belief is that competition is the fairest and most efficient type of economic behavior. Therefore, any activity that intentionally or unintentionally reduces competition or restrains trade is not permitted.

Agreements and discussions, whether in a formal meeting or an informal contact, related to non-public, competitively sensitive business information concerning prices, price trends, costs of common inputs, margins, terms of sale, investment positions or plans, or other topics that might limit competition are prohibited. Violations of competition laws can pose serious consequences for OPIS and those who use its services and solutions. You must terminate any discussion or meeting that might be construed to raise antitrust or competition risks.

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*Safety* - OPIS's events, venues and amenities are designed to create a safe environment for all stakeholders. We ask that you respect and cooperate with safety instructions from staff and vendors throughout the conference or event. You must respect all venue rules regarding the consumption of alcohol and other substances. To the extent that alcohol is permitted or provided at the venue, and you choose to consume alcohol, we ask that you do so responsibly and in a way that does not endanger your safety or the safety of others. Some venues are shared with members of the public; please be respectful to all patrons of these locations.

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OPIS is committed to ensuring this Code of Conduct is adhered to by all for the integrity and safety of all participants. We reserve the right to enforce this Code of Conduct at OPIS events by any/all reasonable means, up to and including removal of persons for egregious violations with no refund of delegate or partnership/sponsorship fees paid and the potential inability to register for future gatherings on either a temporary or permanent basis. If you are subjected to unacceptable behavior or witness someone who is, we ask you to report the matter immediately to OPIS conference or event staff.