

## THE ARTLOGIC FELLOWSHIP PROGRAM

### Terms & Conditions



Affordable Art Fair New York City, Spring 2023. Photo: Reed Photographic

The Artlogic Fellowship Program invites Greater New York arts organizations founded within the last ten years to submit a curatorial proposal to participate as an exhibitor in a dedicated Fellowship booth on Level 2 of the fair.

#### HOW DOES THE PROGRAM WORK?

Awarded applicants are invited to participate free of charge for three consecutive editions over 18 months, matriculating through successively larger stands each fair. The Artlogic Fellowship Program operates at full capacity with three Fellows, inviting one new gallery or artist collective to exhibit at Affordable Art Fair New York each edition.

The details are as follows:

- First edition (Booth F3): 100 square-feet (\$6,900+ value)
- Second edition (Booth F2): 120 square-feet (\$8,280+ value)
- Third edition (Booth F1): 150 square-feet (\$10,350+ value)

#### WHAT HAPPENS AFTER FELLOWS “GRADUATE” FROM THE PROGRAM?

Accepted Fellows are guaranteed graduation through Booths F3, F2 and F1 for 3 editions. Following their 3<sup>rd</sup> edition, Fellows “graduate” from The Artlogic Fellowship Program and are encouraged to apply for participation in Affordable Art Fair as a regular applicant. Fellows will be granted automatic acceptance to a 4<sup>th</sup> fair edition (waiving the application fee) in a “main” floorplan booth, barring any violations of the program’s Terms and Conditions or Ramsay Fairs Terms and Conditions (see Addendum B) made throughout their Fellowship.

The Fellow will be granted a courtesy booth rate for their 4<sup>th</sup> edition — i.e., booth pricing will be “locked in” to that of the year Fellowship is awarded. From the 5<sup>th</sup> edition onwards, the Fellow is considered a “regular” applicant and is subject to the regular application process, fees, and standard stand rental fees.

## WHAT ARE THE TERMS OF SALE?

All works presented by the Fellows must be available for sale and be clearly labeled with sales price in accordance with fair policy (see Addendum A). The Affordable Art Fair will retain on account 25% of gross sales made during the fair, to be credited towards booth payment for their 4<sup>th</sup> Edition.

Once placed in a stand for the 4<sup>th</sup> edition, should funds in the Fellow's account exceed booth payment owed, the Exhibitor may credit these funds towards extras, a future stand deposit, or request a refund.

## ARE THERE ANY ADDITIONAL FELLOWSHIP BENEFITS TO CONSIDER?

### Artlogic Subscription

Artlogic will offer each Fellow a one-year complimentary subscription to their Gallery Platform Professional solution, a value of \$459 per month/ \$5,508 per year. This includes:

- 2 users
- 25,000 artworks, unlimited contacts and invoices (including ArtlogicPay)
- Professional website - up to 500 artworks
- Professional marketing - up to 10,000 contacts a month
- Professional sales - complete sales pipeline, offer tracking and sales
- Onboarding session: One two-hour session with an Artlogic specialist to take place 1 month before the fair. Includes demo of the product and delivery of login credentials. During this session Fellows will learn how to use Artlogic products (including online viewing rooms) before and during the fair to maximize sales.
- Enablement session: One two-hour session with an Artlogic specialist to take place halfway through the Fellow's year subscription to support with how to use Artlogic products outside of the fair to optimize operations year-round.

Any additional costs associated to the use of the Artlogic subscription will not be included. This includes but is not limited to data import costs. After the 1-year free subscription, Fellows will have the option to downgrade if they are not using all the features (Packages can start as low \$150 per month depending on their needs).

### Promotion and Marketing

The Affordable Art Fair team will issue a press release, promote the initiative with select members of the press, and promote The Artlogic Fellowship Program to visitors via onsite programming and pre-fair editorial coverage as it will be a main attraction at each of the editions. Affordable Art Fair will also publicize the initiative via its social media channels in the lead up and throughout the duration of the fair. Fellows will continue to receive dedicated promotion and PR attention during their 3-edition matriculation through the program.

Any programming undertaken in collaboration with the Fellow will also garner public relations attention, inclusion in a programming announcement press release, and dedicated publicity via the Affordable Art Fair Instagram.

### Professional Mentorship & Business Development

By the very nature of the Fellowship Program, participants will receive a significant in-kind value, including underwritten stand costs, basic stand design, a complimentary one-year subscription to Artlogic, and support with the curation and execution of their projects.

The Fellowship is intended to provide emergent galleries and artist collectives with resources and guidance in the promotion of their artists, the execution of their marketing strategies, and the cultivation of collector relations, and ultimately the foundation of a critical sales pipeline.

### HOW DO I APPLY?

Galleries and artist collectives located within a 500-mile radius of New York City and founded within the last ten years are invited to apply [HERE](#), free of charge, for The Artlogic Fellowship Program.

Applicants must submit a written curatorial prospectus, mission statement, and brief booth presentation plan. The prospectus may include artworks by no more than 3 artists and should include headshot(s), artist statement(s), and CV(s) or biograph(ies) for each artist proposed. A 2D mock-up, sketch, or preliminary drawing outlining stand design should accompany all applications (see Addendum A for stand dimensions). Should the artwork not yet be completed, images that are indicative of work by the artist(s) may be included.

Applicants are encouraged to propose programming ideas to be executed in collaboration with the Affordable Art Fair team should the opportunity arise.

Please reach out to Erin Schuppert, NYC Fair Director at [erin@affordableartfair.com](mailto:erin@affordableartfair.com) with any questions.

[APPLY FOR THE ARTLOGIC FELLOWSHIP PROGRAM](#)

## ADDENDUM A: EXHIBITION CRITERIA

Affordable Art Fair selects all exhibitors for the fair and will only review completed applications. Fair management reserves the right to approve or not approve the applicant and proposed artists. All approved exhibitors must comply on site with the exhibition criteria below without exception and with the understanding that these criteria will be enforced on site.

### All exhibited artworks must be:

- by living artists.
- accompanied with a price label stating the full price in the fair currency.
- priced under or at the price ceiling, including frame if exhibited framed.
- by artists approved by the Fair management in advance of the fair.
- displayed framed, mounted on walls, displayed in browsers or portfolios on tables.
- shown clearly stating the artwork's edition number where applicable.

### All exhibited artworks must NOT be:

- shown on easels or raised off the floor using blocks.
- by artists not approved by the Fair management in advance of the fair.
- left on the floor at any time or leaning up against the walls.

If more than one applicant submits the same artists to a fair, it is up to the Fair management to decide if the artist is allowed to be represented by more than one exhibitor at the same fair. If allowed, the Fair management will connect the exhibitors to price match the works and eliminate any differences that could confuse the customers at the fair.

There is no minimum artist requirement when applying to the Affordable Art Fair. Each Fair management is responsible for creating a healthy presentation of solo vs. multiple artists stands at their edition.

The Fair management reserves the right to request rehangng and/or the removal of artworks in breach of the criteria stated above. To maintain the overall appearance and health and safety of the event, no additional lightning, walls, furniture, or other equipment shall be used by the exhibitor or added to the stand unless approved in writing by the Fair management in advance of the fair.

## ARTWORK PERMITTED

### Prints

✓ Made by the hand of the artist or with the artist's close involvement and overseeing of the printing process. For example: etchings, screenprints, monoprints, drypoint, stone lithographs and mezzotint. The printing process must be cited on all labels of pieces whilst exhibiting, to ensure clarity for the customers, e.g. 'Print' does not suffice.

✓ Edition sizes no larger than 200.

### Sculpture

✓ Unique pieces or sculptures in editions of 25 or fewer.

## **Photography**

- ✓ All photographic artworks, printed through a high-quality print process, overseen and authenticated by the photographer, and signed and numbered or accompanied by a certificate of authenticity will be permitted. If any artwork is found to be printed in another way, outside of the stated limited edition, whether it be size or material, this will render the original submission unacceptable.
- ✓ Edition sizes no larger than 150, regardless of size.

## **Digital art**

- ✓ Digitally generated artwork. Artwork produced using digital media as part of an original creative process.

## **ARTWORK NOT PERMITTED**

### **Prints**

#### **X** Offset Lithography

Prints run off a commercial printing press using a transparency of original work, even if the print is signed by the artist.

#### **X** Digital reproduction prints

Computer generated prints made with the express purpose of duplicating an original piece of art, even if they fit edition size requirements and are signed by the artist.

#### **X** Any prints with an edition size greater than 200.

### **Sculpture**

#### **X** Sculpture that is commercial and mass-produced.

#### **X** Any sculpture with an edition size greater than 25.

### **Photography**

#### **X** Photography that is commercial and mass-produced.

Renditions of original artwork found to be reproduced in a different size or on a different medium will render the original artwork unacceptable.

#### **X** Any photographic image with an edition size greater than 150.

### **Digital art**

#### **X** Color reproductions of original artworks.

### **Applied arts**

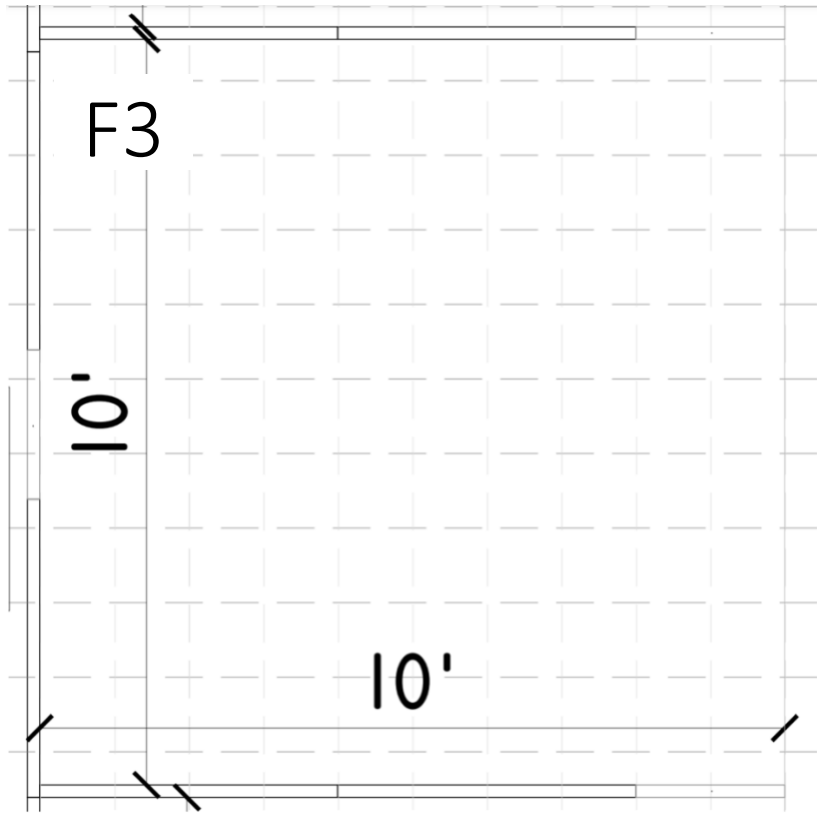
**X** We allow most fine art pieces, but the Affordable Art Fair is not a craft fair and domestic and /or functional pieces (such as mugs, tiles, clocks, jewelry, furniture, and clothing) may not be exhibited. We may ask you to remove items that we do not feel are suitable for the fair.

If you are in doubt of whether a work falls under this category, please contact fair management.

### **Printed materials**

#### **X** The sale of postcards or greetings cards is not allowed, though these may be given away within your stand.

## STAND DIMENSIONS & DETAILS



Included with your stand:

- White 8ft high MDF walls
- 4 LED flood lights secured on overhead truss
- Booth signage

## **ADDENDUM B: RAMSAY FAIRS GENERAL TERMS & CONDITIONS**

### **ARTICLE 1 – DEFINITIONS**

**1.1** In these Terms and Conditions, the following words will have the following meanings: Stand Rental Agreement refers to the Stand Selection Application and Application form, together with the Terms and Conditions set forth herein. Fee means the aggregate amount to be paid by the Exhibitor to the Organizer for the Space as shown on the Stand Rental Agreement. Exhibitor means the company, person, organization or other entity identified by the Stand Rental Agreement as the party making the application for Space at the fair. Exhibitor Manual means the handbook produced by the Organizer containing such regulations as may deem reasonable to the Organizer relating to the fair, the Venue and the Exhibitor's attendance and conduct at the fair. Organizer means Ramsay Fairs LLC, Affordable Art Fair Ltd, Ramsay Fairs BV, Ramsay Fairs Ltd, Affordable Art Fair (HK) Ltd, Affordable Art Fair PTE Ltd and Affordable Art Fair PTY Ltd and their successors and assigns. Space means the area of the floor space at the fair licensed by the Organizer to the Exhibitor. Stand means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition. Terms means these terms and conditions together with the contents of the Exhibitor Manual. Venue means the events location where the fair takes place.

**1.2** References to Clauses shall be to clauses of these Terms.

### **ARTICLE 2 – AGREEMENT**

**2.1** These Terms shall govern the provision of the Space by the Organizer to the Exhibitor to the exclusion of any other terms and conditions.

**2.2** Accepting these terms forms a binding contract between the Exhibitor and the Organizer. **2.3** The Organizer reserves the right at any time to issue additional or other Terms and Conditions for exhibiting at a Fair or to alter the Fair exhibition hours or logistical arrangements. **2.4** Participation is in all cases subject to written acceptance by the Organizer. The Organizer reserves the right to accept or reject any application.

### **ARTICLE 3 – CODE OF PRACTICE**

**3.1** The Exhibitor shall occupy the whole of its allocated stand at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition.

**3.2** The Exhibitor may not share a Stand without prior authorization from the Organizer, nor may they sublet a Stand. Exhibitors sharing booths will be jointly liable to the Organizer

**3.3** The location of the Stand is provisional and subject to change prior to the Fair. The Organizer is entitled to relocate the allocated Stand at any time and, if necessary, reduce the size of the allocated Stand provided that a pro-rata reduction of the Fee is granted to the Exhibitor.

**3.4** The Exhibitor shall vacate the entire venue at the end of the period of the Fair or otherwise in accordance with the Organizer's request. In the event that the Exhibitor fails to vacate the Venue, it shall indemnify and keep indemnified the Organizer against any losses or costs incurred as a result of the Exhibitor's failure to vacate.

**3.5** The Exhibitor shall indemnify the Organizer and hold the Organizer harmless against all loss, damages claim and costs resulting from the Exhibitor's use of the Space and the acts and omissions committed by

the Exhibitor and its employees, agents, contractors and invitees, including non-compliance with applicable Data Protection Law.

**3.6** During the Fair the Exhibitor shall only conduct their business from the Stand and may not display or distribute promotional publications or material of any kind other than from the Stand.

**3.7** The Exhibitor shall observe and comply with the Exhibitor Manual at all times, with particular attention paid to the Exhibiting Criteria and the on-site Fire Regulations. If the exhibitor fails to comply with the Code of Practice or any other regulations, the Organizer may terminate the contract and exclude the Exhibitor from the Fair.

#### **ARTICLE 4 – PAYMENT CONDITIONS**

**4.1** Payment for stand extras ordered are due on receipt of invoice.

**4.2** Should the Exhibitor fail to pay their invoices by the due dates, as published on the invoices, the Organizer reserves the right to cancel this agreement and reallocate the stand to another exhibitor.

**4.3** The Organizer shall also be entitled to charge interest at the rate of 5% on any amount unpaid from the due date until payment is made in full.

**4.4** Exhibitor shall be liable for the Organizer's reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorney's fees and disbursements before and after commencement of legal proceedings.

#### **ARTICLE 5 – LOCAL SALES TAXES**

**5.1** It is in the responsibility of the Exhibitor to make the appropriate charges, payments and filings pertaining to local sales taxes with the relevant local tax authorities. The Organizer bears no responsibility for the failure of the Exhibitor to comply with legal requirements.

**5.2** Each Exhibitor is responsible to be compliant with tax and current local Anti-Money Laundry (AML) regulations concerning their art sales.

#### **ARTICLE 6 – CANCELLATION AND REDUCTION OF SPACE**

**6.1** Subject to this Clause, the Exhibitor may, by notice in writing delivered by email to the Organizer ('the Cancellation Notice'), cancel their booking in accordance with the schedule set forth in Clause 6.4. below. The parties agree that the Organizer is irreparably harmed by cancellations as it may incur costs and loss. The Exhibitor acknowledges that the Organizer 'curates' the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor's experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 6.4 is a reasonable measure of such damages and is fair.

**6.1.1** In the event of government restrictions being introduced within 8 weeks of the fair that either prohibit the Exhibitor entering the country that the Fair is taking part in, or impose quarantine restrictions, the Exhibitor is entitled to a full refund or the option to roll over their funds to another Affordable Art Fair of their choice (subject to availability) within a twelve-month period of the Fair.

**6.2** Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer by email, apply to reduce the size of the Space. The Organizer shall, in their sole discretion and without assigning any



reason, elect whether or not to accept the Reduction Notice

**6.3** In the event that the Organizer accepts the Reduction Notice, the booking of the Space that is the subject of the Reduction Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 6.4.

**6.4** Upon cancellation in accordance with Clause 6.1 or reduction of the Space, the cancellation fee payable by the Exhibitor to the Organizer will be as follows: f after confirmed acceptance and up to 12 weeks before opening – 50% of the total stand fee f from 12 weeks to 8 weeks before opening – 75% of the total stand fee f from 8 weeks until and including opening – 100% of the total stand fee plus any other costs that may have been incurred.

**6.5** Upon accepting the Cancellation Notice or Reduction Notice, the Organizer may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

**6.6** In the event of the Fair being postponed or abandoned through circumstances beyond the Organizer's control (Force Majeure), the Organizer will use any payments made as down payment for a subsequent Affordable Art Fair of the Exhibitor's choice (subject to availability), within a twelve-month period of the date of postponement/abandonment, or the Exhibitor may request a full refund.

## **ARTICLE 7 – LIABILITY AND INSURANCE**

**7.1** All Exhibitors must obtain their own insurance against all relevant risks. In any event, each Exhibitor must hold: Public Liability policy of insurance to cover its legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the venue for a limit of at least £2,000,000 or the equivalent in the currency local to the relevant Fair.

**7.1.1** If the Exhibitor is unable to confirm that they have this insurance in place by providing a copy of their own policy by the deadline stated in the Exhibitor Manual, then the Organizer will automatically enroll the Exhibitor into the Ramsay Fairs Gallery Insurance Policy and charge the appropriate fee as outlined in the Exhibitor Manual. Please note that the above cover is only for public liability insurance and it will not cover the Exhibitor's artworks

**7.2** The Exhibitor must arrange their own insurance cover for artwork, equipment, and fittings both in transit and on site for the duration of the fair.

**7.3** The Organizer recommends that the Exhibitor arrange their own abandonment and cancellation insurance.

**7.4** The Organizers will not be responsible for any losses, costs or expenses incurred as a result of any underinsurance.

**7.5** Subject to Clause 7.7, the Organizer shall not be responsible for:

**7.5.1** the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

**7.5.2** the supply to the Exhibitor of any goods or services by any third parties at the fair, including the operator and owner of the Venue, designated contractors and the Organizer's contractors.

**7.6** Although all reasonable precautions shall be taken, subject to Clause 7.8. the Organizer's liability shall be limited as follows:

**7.6.1** the Organizer's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and

**7.6.2** the Organizer shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

**7.7** Nothing in these Terms shall exclude or in any way limit the liability of the Organizer in a manner contrary to law.

**7.8** The Organizer shall not be liable for any delay or damage or loss caused by Force Majeure or other event, fact or circumstance beyond the Organizer's reasonable control.

**7.8.1** Force Majeure Events include and are not limited to adverse weather conditions (including without limit high winds and or rain), war, fire, national emergency, labor dispute, strike, lockout, civil disturbances, acts of government, plagues or epidemics including COVID-19, threats and acts of terrorism, inevitable accident, the non-availability of the Fair premises and in the UK the demise of a member of the Royal Family, and the associated period of national mourning.

**7.9** The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organizer and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organizer. Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organizer having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and / or all relevant parties relating to the subject matter or event from which the Organizer's liability arises and the claimant's claim against the Organizer is limited to the extent that the money paid and/or payable by the insurer under such insurance policies is not sufficient to reasonably compensate the claimant.

## **ARTICLE 8 – TERMINATION OF CONTRACT**

**8.1** The Organizer may terminate this contract forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the exhibition if the Exhibitor:

**8.1.1** commits a material or persistent breach(es) of any of the Terms and, having received from the Organizer a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to do so.

**8.1.2** becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or

**8.1.3** ceases, or threatens to cease, to carry on business; and

**8.1.4** in the course of preparation for the Fair or during the Fair, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.

**8.2** In the event that the Organizer exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organizer liquidated damages (and not as penalty) as outlined in clause 6.4.

**8.3** The Organizer shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organizer considers such removal or exclusion to be in the interests of the Fair, the venue or the other exhibitors or visitors at the Fair. In such an event, the Fee shall be forfeited to the Organizer as liquidated damages (and not as penalty).

## **ARTICLE 9 – CONTRACTUAL TERMS**

**9.1** The failure of either party to enforce any terms of or right as detailed in the Exhibitor Contract does not constitute a waiver of such term of right, and shall on no way affect that party's right to enforce or exercise the term or right at a later date.

**9.2** The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

**9.3** These Terms constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in the these Terms.

**9.4** Subject to the definition of 'Organizer' pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit to enforce any of the Terms whether pursuant to any statute or otherwise.

## **ARTICLE 10 – COMPLIANCE WITH LAWS AND REGULATIONS**

**10.1** The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Stand and the Exhibitor's attendance at the fair, including without limitation, all local laws and fire and safety regulations, the rules and regulations set out in the Exhibitor Manual and any additional rules imposed by the operator or owner of the Venue or the government.

**10.2** All materials used for building, decorating, and covering the Stand or forming part of the Stand must be fire retardant.

**10.3** No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the fair by or on behalf of the Exhibitor.

## **ARTICLE 11 – LAW AND JURISDICTION**

**11.1** These Terms shall be governed in all respects by the laws and the courts relevant to the local jurisdiction of the Fair and shall have exclusive jurisdiction to deliberate any disputes between parties:

- Ramsay Fairs LLC: United States of America
- Affordable Art Fair Ltd: England and Wales
- Ramsay Fairs Ltd: Sweden, Germany, The Netherlands and Italy
- Ramsay Fairs BV: Belgium
- Affordable Art Fair (HK) Ltd: Hong Kong
- Affordable Art Fair PTE Ltd: Singapore
- Affordable Art Fair PTY Ltd: Australia.

## **ARTICLE 12 – NOTICES**

**12.1** Save in relation to Clause 6, all notices and other communications served pursuant to or in

connection with these Terms shall be sent by first class post, airmail, courier, or email to the address as specified in the Stand Rental Agreement for each party or to such other address as either party may notify for such purpose.

**12.2** Subject to Clause 6, notices shall be deemed served in accordance with the following:

**12.2.1** if sent by first class post to an address within the country related to the relevant Fair, three working days after posting and if sent elsewhere, seven working days after posting;

**12.2.2** if sent by courier or overnight mail, on confirmed delivery.

**12.2.3** Service of process. In the event of a legal dispute, the parties consent to accept service of process by overnight mail service such as FEDEX and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered.

#### **ARTICLE 13 – USE OF IMAGES IN PR**

**13.1** Any artwork images submitted by the Exhibitor to the Organizer may be used as part of the publicity for future Organizer events. Both the artist and the Exhibitor will be credited where possible.

**13.2** The Exhibitor is responsible to certify that the artist has authorized the use of his/her artwork images before submitting to the Organizer in accordance with local copyright laws.

#### **ARTICLE 14 – MODERN SLAVERY ACT**

**14.1** In performing its obligations under the agreement, the Fair shall and shall ensure that each of its subcontractors shall:

**14.1.1** comply with all applicable laws, statutes, regulations in force from time to time, including, but not limited to the United Kingdom Modern Slavery Act 2015; and

**14.1.2** take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or Subcontractors supply chains or in any part of their business.

#### **ARTICLE 15 – UK BRIBERY ACT**

**15.1** None of the Fair, nor to the knowledge of the Fair, any director, officer, agent, employee, affiliate or other person acting on behalf of the Fair or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the 'UK Bribery Act') and the U.S. Foreign Corrupt Practices Act of 1977 (the 'FCPA'). Furthermore, the Fair and, to the knowledge of the Fair, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.