

INSTITUTIONAL INVESTOR

Schedule 2: US Sponsorship Terms

These terms and conditions (the “**Standard Terms**”), together with the Contract Details, constitute the agreement between the Company and the Sponsor for the sponsorship of the Event(s) by the Sponsor.

DEFINITIONS

In this Agreement, the following capitalised words and expressions have the meanings set out against them below. Other capitalised words used in this Agreement have the meanings given to them in the Contract Details.

Anti-Bribery Legislation: the US Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 and/or any other applicable anti-bribery legislation.

Business Day: a day, not including a Saturday or Sunday, when ordinary banks are open for their full range of normal business in London.

Confidential Information: in relation to either Party, any information, however provided, that relates to the business, financial affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of that Party, including any personal data relating to that Party’s customers or suppliers, together with any other information which ought reasonably be considered to be confidential.

Content: content in any medium, including creative material, text and code, which is either supplied by or on behalf of the Sponsor or created for the Sponsor by the Company for the purposes of the Event(s) and may be more particularly set out in the Contract Details.

Data Protection Laws: any laws and regulations relating to the processing, privacy and use of personal data in connection with or pursuant to this Agreement to the extent applicable to the Parties including, without limitation, a. to the extent the UK GDPR applies, the law of the United Kingdom or of part of the United Kingdom which relates to the protection of personal data or b. to the extent the EU GDPR applies, the law of the European Union or any member state of the

European Union to which the parties is subject, which relates to the protection of personal data.

Company: the Company specified in the Contract Details.

Event(s): the event or events specified in the Contract Details.

Event Date(s): the event dates specified in the Contract Details or as rescheduled in accordance with this Agreement.

Event Hosting Platform(s): the event hosting platform(s) or website(s) used by the Company to host the online elements of the Event.

Event Marks: the trademarks and service marks relating to the Event(s).

Event Venue: the venue at which the relevant Event is held.

Fee: the fee payable by the Sponsor in consideration for the Sponsorship Benefits, as specified in the Contract Details.

Force Majeure: has the meaning given in clause 10.1 of the Standard Terms.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

Losses: actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees).

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Modern Slavery: slavery (as defined in the United Nations 1926 Slavery Convention); servitude; forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 29 and Protocol); and human trafficking (being the arrangement or facilitation of the travel of another person with a view to that person being exploited).

Participant: an individual who attends or joins the Event in any capacity, without limitation whether as a delegate, a speaker, as a representative of or at the invitation of the Sponsor.

Party: a party to this Agreement.

Registration Details: any data required to be provided by Participants upon registering for an Event which may include the name, address, date of birth, contact details and other personal data.

Sponsorship Benefits: the benefits provided to the Sponsor in consideration for its sponsorship of the Event(s) as more particularly specified in the Contract Details, subject to the terms of this Agreement.

Sponsor Marks: the Sponsor's trademarks and service marks made available to the Company for the purposes of the Event(s).

Sponsor's Designated Space: the space(s) provided to the Sponsor as part of the Sponsorship Benefits, as applicable.

Term: from the date of this Agreement until the satisfaction of any post-Event obligations, as may be extended from time to time in accordance with this Agreement.

Termination Date: the effective date of termination of this Agreement.

VAT: value added tax or any corresponding sales tax applicable in any jurisdiction.

In this Agreement, "**online**" means any online, virtual or non-physical element of an Event.

1 The Sponsorship Benefits

1.1 The Company shall provide the Sponsorship Benefits to the Sponsor on the terms of this Agreement. Each Event may have physical and online elements to it and the Sponsorship Benefits may be provided by the Company to the Sponsor in either format.

1.2 If for any reason the Company is unable to deliver any of the Sponsorship Benefits, it will inform the Sponsor as soon as reasonably practicable and shall use its reasonable endeavours to substitute alternative benefits in respect of the relevant Event to an equivalent value of the relevant Sponsorship Benefits.

1.3 The Sponsor shall promptly comply with all reasonable instructions and directions issued by or on behalf of the Company in connection with the relevant Event and its promotion. The Company shall not be responsible for any failure or delay in providing any of the Sponsorship Benefits to the extent that such failure occurs as a result of the Sponsor's failure or delay in complying with the Company's reasonable instructions or directions.

2 Content

2.1 The Sponsor must obtain the prior written approval of the Company for all Content and other advertising or promotional materials associating the Sponsor and/or its products with the Event(s). Such approval shall not be unreasonably withheld or delayed.

2.2 The Sponsor shall provide all such materials or details of activities referred to in clause 2.1 to the Company not later than 10 Business Days before their use or release to the public.

2.3 Subject to the Sponsor delivering the materials for approval in accordance with clause 2.2, the Company shall use its reasonable endeavours to respond (whether giving or declining approval) to any requests for approval within 2 Business Days of Sponsor making of such request.

2.4 The Sponsor shall without delay withdraw any Content or other advertising or promotional material in circulation which is not in a form which has been approved in accordance with this clause 2.

2.5 If the Company has not received the Fee attributable to an Event in full before the Content Deadline of such Event (typically two to three weeks before an event starts) the Company shall not be obliged to

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publish the Sponsor's Content or provide the Sponsor with any branding for such Event: either onsite, in the Event guide or online.

2.6 Content provided to the Company by the Sponsor shall be in accordance with any instructions, technical requirements or other specifications issued by the Company from time to time, including (without limitation):

- a) the manner of transmission to the Company, including the use of standard encryption tools; and
- b) the deadline for delivery as specified by the Company.

2.7 The Company shall have no obligation to publish, display or distribute any Content which it has not received by the Content Deadline and/or in accordance with any instructions, requirements or specifications provided in accordance with clause 2.6.

2.8 The Company shall use all reasonable endeavours to incorporate any changes requested by the Sponsor to any Content prior to the Event(s) provided that if such changes are submitted too late (according to the Company's event deadlines), the Company shall use the original Content.

2.9 The Company shall be entitled to edit and amend any Content if the Company considers such amendments necessary in order to comply with any of the Company's legal or regulatory obligations or its internal codes of conduct.

2.10 If the Company is required to produce Content on behalf of the Sponsor, the Company shall provide drafts for the Sponsor's approval, subject to the Company's rights to further edit and amend Content in accordance with clause 2.9.

2.11 The Sponsor undertakes that all Content or other Sponsor materials provided by it (or, if the Company is providing or procuring Content for the Sponsor, all such Content to the extent that it is based on data and/or information provided by the Sponsor) shall:

- a) comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event(s), as applicable;
- b) comply with any instructions or directions issued by or on behalf of the Company;
- c) not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact;
- d) not contain viruses or other harmful components or malware;
- e) not contain any content that is unlawful, obscene or defamatory;
- f) not breach any codes as may apply to advertising in any territories where the Content (including, without limitation, any advertisement) is to be shown and directed to residents of that territory; and
- g) include any legal or regulatory notices as may be required by the Company from time to time.

2.12 The Sponsor shall not do, or omit to do, anything which may damage or be otherwise prejudicial to the image and/or reputation of the Event(s) or the Company.

3 Intellectual Property Rights

3.1 The Company grants a worldwide, non-exclusive, royalty-free, non-transferable licence to the Sponsor to use the Event Marks solely to promote the Sponsor's sponsorship of the Event(s) on the terms of this Agreement.

3.2 The Sponsor grants to the Company a worldwide, non-exclusive, royalty-free, non-transferable licence:

- a) of the Sponsor's Intellectual Property Rights in any Content that it supplies to the Company to the extent required by the Company to enable it to provide the Sponsorship Benefits subject to the terms and conditions of this Agreement; and
- b) to use the Sponsor Marks (i) during the Term to promote and exploit the Event(s); and (ii) for a period of 12 months following each Event in reports produced about such Event and in any promotional materials for similar Company events.

3.3 If the Sponsor alters the Sponsor Marks at any time during the Term, the Company

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shall not be obliged to make any consequential changes to materials that include the Sponsor Marks which have already been produced by or on our behalf of the Company in connection with the Event(s) (including, but not limited to, reprinting promotional literature, signage or publicity materials) unless the Sponsor agrees to meet the costs and expenses incurred by the Company as a result of such change.

3.4 Neither Party shall use the other Party's Intellectual Property Rights for any purposes not specified in this Agreement without the prior written consent of the owning Party.

3.5 Neither Party shall use the other Party's marks in any way that, in the other Party's reasonable opinion:

- a) brings or is likely to bring the other Party or the Event(s) into disrepute;
- b) indicates that the Company and the Sponsor are in partnership or any trading arrangement (other than in relation to the sponsorship of the Event(s));
- c) indicates that either Party endorses any part of the other Party's business, trading name or products;
- d) may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other Party's Intellectual Property Rights; or
- e) may do anything which is reasonably likely to affect any registration of the other Party's Intellectual Property Rights.

3.6 If, during the provision of the Sponsorship Benefits, either Party becomes aware of any unauthorised use or any misuse of the other's Intellectual Property Rights in relation to the Event(s), then it shall promptly notify the other in writing and shall, at the owning Party's cost, provide all reasonable co-operation in any action, claim or proceedings brought or threatened in respect of such Intellectual Property Rights.

4 Invoicing and Payments

4.1 The Company shall invoice the Sponsor for the Fee as specified in the Contract Details.

4.2 Unless otherwise stated in the Contract Details, the Sponsor shall pay each invoice submitted by the Company within 30 days of the date of the invoice, if the Event Date is less than 30 days from the date of signature of the Agreement then the payment is due immediately on receipt of the invoice.

4.3 Unless otherwise stated in the Contract Details, the Fee is exclusive of VAT. If VAT is chargeable, the Sponsor shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Sponsorship Benefits at the same time as payment is due for the supply of the Sponsorship Benefits.

4.4 If the Sponsor fails to make a payment due to the Company under this Agreement by the due date, then, without limiting the Company's other legal remedies, the Sponsor shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 4% per year above the Bank of England's base rate from time to time.

4.5 All amounts payable by the Sponsor shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

5 The Company's Rights and Obligations

5.1 The Company shall organise the Event(s) and provide the Sponsorship Benefits using reasonable skill and care.

5.2 The Company may, in its sole discretion, make amendments or changes to the relevant Event programme including, without limitation, switching elements of the Event from a physical to an online format and vice versa, changes to content, agenda, running order and to the scheduling of sponsored speaking slots.

5.3 In relation to any physical elements of the Event(s), although measurements shown on floor plans are believed to be accurate, the Company makes no representations or warranties as to their accuracy. The Company reserves the right to make such modifications as may be reasonably

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necessary to meet the needs of exhibitors and other sponsors.

- 5.4 The Company reserves the right to exclude or remove from any Event any person whose presence or behaviour (including any online presence or behaviour) it reasonably considers to be undesirable and/or potentially unlawful, harmful, disrespectful and/or disruptive, whether or not such person is an employee, representative or contractor of the Sponsor.

6 Sponsor's Obligations

6.1 The Sponsor shall comply with, and shall be responsible for ensuring that its Participants comply with, the terms and conditions set out in this Agreement in relation to any online elements of an Event.

6.2 The Sponsor is responsible for ensuring that its Participants have all necessary up to date travel documentation, including but not limited to visas and other entry permits into any jurisdiction and that it complies with all health formalities and any applicable laws in the jurisdiction that the Event(s) is/are being held.

6.3 The Sponsor shall:

- a) be solely responsible for all costs that it incurs relating to its and its Participants' physical and/or online attendance at the Event(s) (including, without limitation, any travel costs, costs of any additional food and beverages beyond what is included in the Participants' attendance package, costs of any temporary staff hired for the Event(s) and all costs incurred by the Sponsor (other than the Fees) in receiving the Sponsorship Benefits);
- b) at least two Business Days before the start of the Event provide to the Company the Registration Details of all Participants for whom the Sponsor requires passes and/or access/log-in details to be issued for an Event and acknowledges that no Participants shall be admitted to an Event unless issued with a pass and/or access/log-in details in his/her name by the Company;

- c) procure that all individuals who attend/access the Event(s) as Participants on behalf of the Sponsor shall be made aware of the Company's participant terms and conditions (www.delinian.com/commercial-terms-and-conditions/participant/);

- d) exhibit its promotional materials only at the Sponsor's Designated Space and may not without the Company's prior written permission distribute materials elsewhere in the relevant Event Venue; and

- e) not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the relevant Event Venue and shall not affix any materials to the columns, walls, floors or other parts of such Event Venue without the Company's prior written permission.

6.4 The Sponsor accepts that in the event Participant details are not submitted accurately or sufficiently in advance of the Event that Participants will be required to undergo full registration on arrival at the Event and may be refused entry at the discretion of the Company dependent on the outcome of the checks at clause 6.5 below or if such checks are not possible at such short notice.

6.5 The Sponsor acknowledges that the Company shall conduct its standard pre-registration checks on Participants which might include (without limitation) trade sanctions screenings and identity checks.

6.6 All merchandise, trade fixtures, equipment and property of any kind which may be brought to the relevant Event Venue by the Sponsor shall be at the Sponsor's sole risk and the Sponsor shall bear all responsibility for insuring any such property and any damage that such property may cause. Neither the Company nor its officers, agents or employees shall be liable to the Sponsor for damage to or loss of any such property.

6.7 The Sponsor shall comply with the hours, dates and instructions reasonably specified by the Company for installing, occupying and dismantling exhibits. The Company shall be entitled to remove the

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Sponsor's exhibits in the event that the Company reasonably objects to, without limitation, any persons, things, conduct, printed matter, display items or other items. In the event of such a removal, the Company shall not be liable for refunding any costs incurred by the Sponsor including, without limitation, rental fees. The Company reserves the right to adopt any additional rule or regulation, move an exhibit, or take any further action as, in its reasonable opinion, is necessary for the benefit of the Event(s).

6.8 From time to time photographs, motion pictures and/or video recordings may be made at the Event(s), of which recordings may include images of the Sponsor and its Participants. The Sponsor shall use its best endeavours to procure that its Participants provide the Company with such consents as the Company requests in connection with photography and/or recordings. The Sponsor shall not obstruct or interfere in any way with such photography or recordings whether by or on behalf of the Company.

6.9 The Sponsor shall not do, or omit to do, (and shall procure that none of its employees, agents or contractors shall do, or omit to do) anything which may:

- a) bring the Event(s) into disrepute;
- b) disparage the Event(s) or the Company;
- c) damage the Company's goodwill associated with the Event(s); or
- d) be otherwise prejudicial to the image and/or reputation of the Event(s) or the Company.

6.10 The Sponsor shall not engage in joint promotions with any third party in relation to any Event without the Company's prior written consent.

6.11 The Sponsor ensure it has in force a valid policy of insurance for public liability cover to the value of at least US\$1,000,000 to cover claims arising from the activities of the Sponsor and/ or its Participants relating to the Event(s).

7 Confidentiality

7.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party (the "**Receiving Party**") shall:

- a) treat Confidential Information disclosed by the other Party (the "**Disclosing Party**") as confidential; and
- b) not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent.

7.2 Clause 7.1 shall not apply to the extent that:

- a) such information was in the possession of the Receiving Party without obligation of confidentiality, prior to its disclosure; or
- b) such information was obtained from a third party without obligation of confidentiality; or
- c) such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
- d) such information was independently developed without access to the Disclosing Party's Confidential Information.

7.3 The Receiving Party may only disclose the Disclosing Party's Confidential Information to the Receiving Party's employees and agents who are directly involved in the provision of the Sponsorship Benefits and the Receiving Party shall ensure that such employees and agents are aware of, and comply with, the confidentiality obligations set out in this clause 7.

8 Data Processing

8.1 For the purposes of this Agreement, the terms "controller", "data subject", "personal data", "processing" and "supervisory authority" all have the meanings given to those terms in Data Protection Laws (and related terms such as "process" and "processed" shall have corresponding meanings).

8.2 Each Party, in relation to their processing of personal data in connection with this Agreement, shall:

- a) act as an independent controller;

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- b) individually and separately comply with all applicable requirements of the Data Protection Laws;
 - c) process any personal data which it obtains or holds under or in relation to this Agreement for the purposes of carrying out its obligations or obtaining the services under this Agreement, in accordance with its privacy notice or as otherwise permitted by Data Protection Laws;
 - d) ensure that it has obtained all necessary rights, permissions and/or consents required by, or that it otherwise has an appropriate legal basis under, Data Protection Laws for the disclosure of personal data to the other party;
 - e) provide notice to data subjects about its collection and use of their personal data, including through its privacy notice as required by Data Protection Laws;
 - f) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, as required by Data Protection Laws;
 - g) ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful access, acquisition, use or alteration of personal data and against accidental loss or destruction of, or damage to, personal data;
 - h) unless prohibited by applicable law, notify the other party without undue delay upon becoming aware of any cybersecurity incident relating to the personal data provided by the other party to the extent that such incident is required to be notified under Data Protection Laws to a supervisory authority.
- 8.3 We shall use your personal data for the purpose of providing the Sponsorship Benefits, including, but not limited to: communications, administration (including before, during and after the provision of the Sponsorship Benefits), invoicing and payment, post-provision of the Sponsorship Benefits feedback, quality checks, research and polling.
- 8.4 We may share relevant personal data with relevant third parties involved in the Event(s) including without limitation finance partners, service providers and external delivery partners.
- 8.5 In order to fulfil their respective obligations under the Agreement it may be necessary to make a Restricted Transfer (as defined in Chapter V of the GDPR). If a Restricted Transfer is made, the Addendum is applicable.
- 8.6 To the extent applicable to the Parties in connection with or pursuant to this Agreement, the Parties will comply with specific requirements stipulated by the Personal Information Protection Law of the People's Republic of China ("PIPL") and other relevant Chinese rules and regulations relating to the processing, privacy and use of personal data. The Parties will process individuals' personal data in accordance with the principles of legality, legitimacy, necessity and good faith. If you have employees, representatives or Participants in the People's Republic of China, before sharing their personal data with the Company, you hereby confirm, warrant and represent that you will inform such individuals that the Company will be processing their personal data and obtain their consent for their personal data to be processed by us for the purposes of this Agreement including but not limited to that data being shared with any relevant third party (who may be based in any territory) for purposes related to this Agreement. Please refer your employees, representatives or Participants to the Company's Privacy Notice (<https://www.delinian.com/privacy-policy/>) for further information in relation to how their personal data is processed and in relation to their data protection rights and provide them with a copy, which the Company's Privacy Notice you hereby confirm that you and your employees, representatives or Participants have read and understood.

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9 Cancellation, Postponement or Change of Event Venue by the Company

9.1 If it becomes necessary for the Company to cancel, change the date of or relocate any Event, the Company may do so on the terms set out in this clause 9, provided that the Company notifies the Sponsor in writing as soon as reasonably practicable. This clause does not apply in respect of any change from a physical Event to an online Event (or where an element of the Event is held online rather in a physical format).

9.2 For the purposes of this clause 9, the following terms, in respect of an Event, shall have the meanings set out against them below:

- a) **Accept:** accept either the new Event Dates and/or the new Event Venue(s) in which case this Agreement shall remain in force in respect of the revised Event Dates and/or Event Venue(s), as the case may be;
- b) **Terminate:** terminate this Agreement with respect to such Event and, to the extent that any Sponsorship Benefits have not been received (or only part of the Sponsorship Benefits has been received) at the Termination Date, obtain a refund of such proportion of the Fee as the Company may reasonably calculate; and
- c) **Select an Alternative Event:** elect to apply the Fee (whether or not already paid to the Company) in respect of any affected Event to another Company event, provided that the date of such event is less than 12 months from the date of such cancellation and that the Company confirms that there are appropriate sponsorship opportunities at such event for the Sponsor.

9.3 Upon receipt of notice of cancellation of any Event from the Company, subject to clause 10, the Sponsor shall be entitled to: (a) Terminate; or (b) Select an Alternative Event.

9.4 If the Company gives the Sponsor less than 14 days' notice that the Company intends to postpone any Event, the Sponsor may: (a) Accept; or (b) subject to clause 9.1, Terminate; or (c) subject to clause 9.1, Select an Alternative Event.

9.5 If the Company gives the Sponsor 30 days' notice or more that the Company intends to postpone any Event: (a) the Sponsor shall be deemed to Accept if the new Event Dates are within 6 months from the original Event Dates; or (b) if the new Event Dates are more than 6 months but less than 12 months following the original Event Dates, the Sponsor may: (i) subject to clause 9.1, Terminate; or (ii) subject to clause 9.1, Select an Alternative Event.

9.6 The Company may, at any time before the start of any Event, relocate any physical elements of the relevant Event from the Event Venue to a different Venue. If such relocation is to an alternative venue in a different city, the Sponsor may: (a) Accept; (b) subject to clause 9.1, Terminate; or (c) subject to clause 9.1, Select an Alternative Event.

9.7 If, in accordance with the above provisions, the Sponsor decides to Select an Alternative Event, the Company is under no obligation to provide identical Sponsorship Benefits but shall use all reasonable endeavours to provide similar benefits.

9.8 The Sponsor shall obtain, at its own expense, appropriate insurance against any risk of loss associated with the Event(s) being cancelled, postponed, rescheduled or relocated.

10 Force Majeure

10.1 In this clause, "**Force Majeure**" means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect the Company's successful delivery of any Event or would make it inadvisable, impracticable, illegal, or impossible for a Party to perform its obligations as originally contracted under this Agreement, including circumstances which directly affect the Event attendees in their home countries resulting in a material percentage of the attendees being reasonably likely to be prevented from attending/accessing the relevant Event.

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- 10.2 If, as a result of Force Majeure, the Company cancels any Event, the Company shall use its reasonable endeavours to reschedule the Event to take place within [12] months of the original Event Dates.
- 10.3 If the Company is unable to reschedule any such affected Event in accordance with clause 10.2, it shall refund any part of the Fee paid by the Sponsor as soon as reasonably practicable
- 10.4 If, as a direct result of Force Majeure, the Sponsor is unable to carry out its obligations to sponsor the Event(s), the Company shall use its reasonable endeavours to offer to the Sponsor an appropriate alternative sponsorship opportunity at an event taking place within 12 months of the original Event Dates and, if such an opportunity is offered and accepted, the Company shall have no liability to refund any Fees to the Sponsor.
- 10.5 If the Company is unable to offer an alternative event to the Sponsor (or if the Sponsor declines such an offer) in accordance with clause 10.2, the Company shall refund any part of the Fee paid by the Sponsor as soon as reasonably practicable.
- 10.6 Without prejudice to the Company's obligation to refund any Fees to the Sponsor, the Company accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is made inadvisable, impracticable, illegal or impossible by or as a result of Force Majeure.

11 Technical Support

- 11.1 The Sponsor is responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content. The Company is not responsible for the reliability or continued availability of the telephone or internet lines and/or equipment that the Sponsor uses to access and/or use any Event or Content.
- 11.2 The Event or elements of the Event may require on-line internet access. It is the Sponsor's responsibility to ensure that the Company's or our Event Hosting Platform's technology is compatible with the Sponsor's systems prior to the Event.
- 11.3 The Company is not liable or responsible for any technical issues which may arise as a result of the Sponsor's failure to ensure the compatibility of the Company's or our Event Hosting Platform's technology with the Sponsor's systems. Similarly, the Company is not liable or responsible for any delay, disruption or disturbance in the operation of the internet or problems caused by the Sponsor's or its Participants' internet service provider(s) or for any telecommunications failures which are beyond the Company's control. 24-hour access to on-line Content may not be available as a result of downtime for repairs, maintenance and/or repairs to the Company's or our Event Hosting Platform's websites and systems. The Company is not liable for any Losses caused to the Sponsor or its Participants arising from any viruses, worms, "Trojan horses" or other similar programs, malicious software or malware transmitted by the hosting of the Event(s).
- 11.4 In order to access the Event, the Sponsor and its Participants may be given user names and passwords, as appropriate for the relevant Event.
- 11.5 Except to the extent that a user name and password is expressly intended for more than one person as confirmed by us in writing, the Sponsor and its Participants are not permitted: (a) to share user name and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of your company); or (b) to make their user names and passwords available to multiple users on a network.
- 11.6 The Sponsor is responsible for all access to any Event by them, their Participants or anyone else using their user names and passwords and for preventing unauthorised use of any such user names and passwords. If the Sponsor or its Participants believe there has been any breach of security (such as the disclosure,

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theft or unauthorised use of any user name, password or any payment information), the Sponsor must notify us immediately by emailing the contact stated in the Contract Details.

12 Anti-Bribery & Corruption

12.1 Each Party undertakes that it shall not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

- a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;
- b) 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.

12.2 Each Party shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Legislation and will enforce them where appropriate.

12.3 The Sponsor undertakes that neither the Sponsor nor any of its directors, officers, employees or Affiliates nor, so far as the Sponsor is aware, any agents or other persons acting on behalf of any of the foregoing, directly or indirectly, has:

- a) violated or is in violation of any applicable Anti-Bribery Legislation;
- b) 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

- c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

13 Modern Slavery

13.1 Each Party shall at all times take reasonable steps to ensure there is no Modern Slavery within its business and shall make all reasonable endeavours to ensure compliance with the same by its suppliers.

13.2 Each Party shall have the right to terminate this Agreement with immediate effect should it have reason to believe that the other Party is in breach of its obligations under clause 13.1.

14 Trade Sanctions

14.1 Neither the Sponsor, nor any of its directors, officers, employees or Participants, nor, so far as the Sponsor is aware, any agents or other persons acting on behalf of any of the foregoing or any other parties accessing the Event:

- a) 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, the United Kingdom or any other relevant governmental entity;
- b) 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

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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, the United Kingdom or any other relevant governmental entity (collectively “**Sanctions**”);

- c) 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
- d) is or ever has been in violation of or subject to an investigation relating to Sanctions.

14.2 The Company reserves the right to refuse to provide the Sponsorship Benefits to the Sponsor for an Event and to terminate this Agreement with immediate effect without any liability by giving written notice to the Sponsor if, in its sole discretion, it determines that the Sponsor’s sponsorship of the Event causes or will cause:

- a) The Company, its affiliates, the Event Venue owner or the Event Hosting Platform or the Sponsor fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under this Agreement are in breach of, or otherwise targeted by Sanctions or other laws;
- b) the Company to breach any term, warranty, condition or other provision of any contract or undertaking to which the Company and/or any of its affiliates is or becomes a party; or
- c) a disruption at the Event, to threaten the safety of other attendees or to hinder the enjoyment of the Event by other attendees.

14.3 Without prejudice to any other rights or remedies available to the Company, the Company reserves the right to recover from the Sponsor any loss or damage incurred or suffered by the Company, the Event Venue, the Event Hosting Platform or any other Sponsors as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a

Sponsor shall not be entitled to a refund of any Fees.

15 Indemnities

15.1 The Sponsor shall indemnify the Company (for itself and on behalf of its Group Companies shareholders, directors, employees, and representatives) from and against all Losses arising out of or in connection with:

- a) any claim that the use of the Sponsor Marks by the Company in accordance with this Agreement infringes any Intellectual Property Rights of any third party;
- b) any claim that materials provided by the Sponsor or presented by a speaker on behalf of the Sponsor infringe any Intellectual Property Rights of any third party;
- c) any claim that the publication of the Content by the Company in accordance with this Agreement libels or infringes any Intellectual Property Rights of any third party; and/or
- d) any third party claim arising as a result of any breach by the Sponsor of its obligations under clause 8.

15.2 The Company shall indemnify the Sponsor (for itself and on behalf of its Group Companies, directors, employees, and representatives) from and against all Losses arising out of or in connection with a third party claim arising as a result of any breach by the Company of its obligations under clause 8.

15.3 Upon receipt by a Party entitled to indemnification under clauses 15.1 or 15.2 above (an “**Indemnified Party**”) of notice of a claim, action or proceeding in respect of which indemnity may be sought hereunder, the Indemnified Party shall promptly notify the other Party (the “**Indemnifying Party**”) in writing. The Indemnifying Party shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought and shall not settle any claim, action or proceeding to which an Indemnified Party is a Party and in respect of which indemnity is sought without the Indemnified Party’s written

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consent, which shall not be unreasonably withheld, and the Indemnified Party shall provide the Indemnifying Party with such assistance (at the Indemnifying Party's cost) as is reasonably required by the Indemnifying Party.

16 Limitation of liability

16.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

- a) death or personal injury;
- b) fraud or fraudulent misrepresentation; or
- c) breach of any other liability which cannot be limited or excluded by applicable law.

16.2 The Company shall have no liability for any loss or corruption of any Content provided by the Sponsor.

16.3 Subject to clause 16.1, neither Party shall 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 this Agreement, for any indirect or consequential losses.

16.4 Subject to clause 16.1, the Company shall have no liability in relation to any damage to or destruction of equipment and property of any kind which may be brought to the relevant Event Venue by the Sponsor.

16.5 Subject to clauses 16.1 and 16.6, the total aggregate liability of either Party to the other, 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 this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.

16.6 The limitations and exclusions of liability set out in this clause 16 shall not apply in respect of:

- a) any liability of either Party arising under the indemnities provided in clause 15; or
- b) the Sponsor's obligation to pay undisputed invoiced charges which have already become due and payable; or
- c) damage to tangible property caused by the Sponsor.

16.7 Each Party shall comply with its common law duty to mitigate loss.

16.8 Except as expressly stated in this Agreement, the Company makes no express or implied warranty or representation in connection with the Event.

17 Termination

17.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- a) subject to clause 17.2a), the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that Party being notified in writing to do so;
- b) the other Party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

17.2 Without affecting any other right or remedy available to it, the Company may:

- a) terminate this Agreement with immediate effect by giving written notice to the Sponsor if the Sponsor breaches the terms of clause 6.9; or
- b) suspend the Sponsorship Benefits if the Sponsor fails to pay any amount due under this Agreement on the due date for payment, the Sponsor becomes subject to any of the events listed in clauses 17.1b) or 17.1c) or the Company reasonably believes that the Sponsor is about to become subject to any of them.

17.3 The expiry or earlier termination of this Agreement shall not affect any obligations which expressly or by implication are intended to come into or

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continue in force on or after such expiry or earlier termination.

18 Consequences of termination

18.1 This Agreement may be terminated in whole or in part, in accordance with its terms. If this Agreement is in respect of multiple Events, the parties acknowledge that in accordance with its terms, termination may take place in respect of one or more single Events, but that otherwise, unless terminated as a whole, this Agreement shall continue in full force and effect, except in relation to any such terminated Events.

18.2 On termination of this Agreement for any reason, the Sponsor shall immediately pay to the Company all outstanding unpaid invoices issued by the Company in respect of all such Events affected by such termination and, in respect of Sponsorship Benefits supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Sponsor immediately on receipt.

18.3 If the Company terminates this Agreement or suspends provision of any of the Sponsorship Benefits, the Company may reclaim from the Sponsor any reasonable fees consequentially incurred by the Company in revising and reprinting any Content or other sponsorship materials in respect of any affected Event; provided that the Company shall not be under any obligation to make any such changes to materials which have already been produced in connection with any such Event.

18.4 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

19 Assignment

19.1 The Company may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement.

19.2 The Sponsor shall not assign, subcontract, delegate or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Company unless it is to an entity that acquires all or substantially all of its assets or that is an affiliate of the assigning Party, provided that the assigning Party must provide notice to the other Party of the assignment.

20 Amendment

This Agreement may not be amended without the written agreement of both parties.

21 Entire Agreement

This Agreement states the entire agreement and understanding of the parties on the subject matter hereof, and supersedes all previous agreements, arrangements, communications, and understandings whether written or oral relating to that subject matter.

22 Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of New York and the Parties agree to submit to the exclusive jurisdiction of the New York courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.

Addendum

Standard Contractual Clauses and International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

1. Each party acknowledges that in order to fulfil their respective obligations under the Agreement it may be necessary to make a Restricted Transfer (as defined in Chapter V of the GDPR) and therefore each party hereby agrees to the European Commission's Standard Contractual Clauses of 21 June 2021 ("SCCs") and/or, where a transfer of UK citizens personal data the International Data Transfer Addendum

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(<https://ico.org.uk/media/for-organisations/documents/4019536/idta.docx>) to the EU Commission Standard Contractual Clauses (Version B1.0 in force 21 March 2022) (the Addendum).

2. If the Parties manually complete SCCs and/or an Addendum specific to this Agreement then such fully completed SCCs and/or Addendum shall be deemed incorporated into this Schedule and the rest of this Schedule shall not apply.

3. In the absence of a fully completed SCCs or an Addendum, each party agrees that the Module 1 SCCs and the template Addendum linked to above is hereby incorporated by reference into this Agreement and it shall be construed to include the following provisions (Table references below refer to Table references in the Addendum and the information at Table 3 is applicable to Annex I and II of the SCCs:

In relation to SCCs, (a) the Parties agree that the Data Protection Commissioner of Ireland shall be the competent Supervisory Authority pursuant to clause 13 of the SCCs; (b) data subjects for whom the Extorter processes EU personal data are third party beneficiaries under the applicable SCCs; (c) the SCCs shall be governed by the law of Ireland, which allows for third party beneficiary rights pursuant to Clause 17 of the SCCs; and (d) any dispute arising from the SCCs shall be resolved by the courts of Ireland pursuant to Clause 18 of the SCCs.

Table 1: Parties

Parties' details: The Exporter and Importer shall be the relevant parties to this Agreement (depending on which party sends and which party receives the Relevant Transfer)

Key Contact: shall be any relationship managers (or similar) referred to in the Agreement or in the absence of the same the primary liaison points at each of the Exporter and Importer

Signature: the signature to the Agreement shall be deemed to be included in Table 1

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs: the second box in the table shall be deemed to be ticked

Modules: Module 1 ticked with no docking clause permitted and Clause 11 Option ticked.

Table 3: Appendix Information

Annex 1A: List of Parties: means the parties to this Agreement

Annex 1B: Description of Transfer: means the transfer of personal data identified in the Agreement from one party to the other as contemplated by the Agreement

Annex II: Technical and organisational measures: means industry standard and no less than adequate technical and organisational measures to ensure the security of the data, for example standards such as or equivalent to ISO 27001

Annex III: Any sub-processors which either party is using for the purposes of processing personal data under this Agreement and which such party shall notify to the other party in writing

Table 4: Ending this Addendum when the Approved Addendum changes

Each of the Importer and the Exporter can end the Addendum as set out in Section 19

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Last updated February 2023

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