PARTNER AGREEMENT
ORDER FORM

This Order Form and Schedule 1 (Package) (together the "**Order Form**") and the Terms and Conditions annexed to this Order Form ("**Agreement**") which are hereby incorporated, form a legally binding contract between Organiser and Partner (as such terms are defined below). Please read the Agreement carefully before signing. All capitalised but undefined terms in this Order Form shall have the meaning given to them in the Terms and Conditions.

	Organiser	**Partner**
Name	CONNECTED INTELLIGENCE LTD	São Paulo Negócios
Company Number	539413	10.662.944/0001-88
Tax Number	IE 3240796QH	
Registered Address	Tramway House, 32 Dartry Road, Dublin 6, D06 XT86 ("**Organiser**")	Avenida Escola Politecnica 82,, São Paulo - SP, 05350-000, Brazil ("**Partner**")
		each a "**Party**" and together, the "**Parties**"
Package	Services provided by the Organiser: 6m x 4m Own Build Web Summit Gold 2 Web Summit as further specified in Schedule 1	
Partner Contact	Name: Gabriela Palumbo Email: gabriela.palumbo@spnegocios.com	
Event(s)	**Web Summit 2024**	
Event(s) Details	**November 11, 2024-November 14, 2024** **Feira Internacional de Lisboa, Lisbon, Portugal**	
Fees	EUR€ 60,000.00 (excluding VAT) as further detailed in Schedule 1	
Organiser Manager	Kristina Neligan and/or Conor Buggle	

This Agreement is made up of the following:

1. Order Form (including Schedule 1 Package Summary); and
2. The Terms and Conditions ("**T&Cs**"); (together the "**Agreement**")

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This Agreement has been entered into on the date signed by both Parties. This Agreement serves as a commitment between Partner and the Organiser to reserve the Package for the Event. Partner agrees that upon acceptance and signature of this Agreement, with or without appropriate payment, this Agreement holds the Package for Partner and will become legally enforceable against the Partner in accordance with its terms.

For and on behalf of Connected Intelligence Ltd ("**Organiser**")

Authorised signatory: .....

Name in Print: .....

Position: .....

Date: .....

For and on behalf of São Paulo Negócios ("**Partner**")

Authorised signatory: .....

Name in Print: .....

Position: .....

Date: .....

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Schedule One
Package Summary

ITEM NAME	Detailed Description	Sale Price
6m x 4m Own Build Web Summit	*The Organiser grants the Partner a (6m x 4m) (19.6ft x 13.1ft) Exhibition Area. All (6m x 4m) Exhibition Areas are plotted back-to-back on the event floor.* *The Partner's stand designs must contain one self supporting back wall, 6m in length and 3m in height.* *The Partner will be afforded 1 x ethernet cable to use at the Event. This cable must not be connected to a modem.* *The Location of the Exhibition Area will be at the sole discretion of the Organiser.* *The stand design must be submitted 8 weeks out from the event and all activations are subject to Exhibition guidelines and sign off from the Organiser.* *The Exhibition Location is provisionally held as BIM 0604-09*	
Gold 1 Web Summit	*The Partner's logo, company description & a link to the Partner's website will be included on the Event website and in the Event apps until one month after the conclusion of the Event.* *The Partner will be afforded a 10% discount code off additional tickets. Discount applies to general attendee tickets only and the price of the ticket at the time of purchase.* *The Partner will be afforded 75 Partner tickets to the Event. Tickets subject to Ticket Terms and Conditions. Reselling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not gain access to the Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.* *The Partner will be afforded 2 Executive tickets* *The Partner will be afforded 2 Chairperson tickets*	
		Total: *EUR€ 60,000.00* (excluding VAT)

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Terms & Conditions

1. Definitions and Interpretation

In these T&Cs, the following terms have the following meanings:

1.1 "**Agreement**" means these Terms and Conditions and the Order Form including the Package Summary;

1.2 "**Approval**" means approval, at its discretion, by the Organiser signified by: (i) email emanating from the email address of an Organiser Manager, or of any other person nominated by them; or (iii) oral approval given by Organiser Manager, or any other person nominated by them, provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed in writing within two working days.

1.3 "**Event**" means the event (or where multiple events listed in the Order Form, events) run by the Organiser as set out in the Order Form,

1.4 "**Event Country**" means the country the Event is held in.

1.5 "**Fees**" means the fees payable by the Partner for the Package as set out in the Order Form;

1.6 "**Force Majeure Event**" means any event arising that is beyond the reasonable control of the Organiser (including speaker or participant cancellation or withdrawal, contractor or supplier failure, venue damage or cancellation, outbreaks of communicable diseases, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war);

1.7 "**Intellectual Property Rights**" means trademarks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;

1.8 "**Manual**" means the manual (if any) provided to the Partner by the Organiser in respect of the Event as updated by the Organiser from time to time;

1.9 "**Organiser**" means the company organising the Event identified as the Organiser in the Order Form

1.10 "**Organiser Manager**" means person(s) set out in the Order Form authorised to make changes to the Package and give Organiser Approval on behalf of the Organiser.

1.11 "**Venue Owners**" means the owners and/or management of the Venue;

1.12 "**Package**" means the Space and/or Sponsorship package in relation to the Event as set out in the Package Summary in the Order Form;

1.13 "**Package Summary**" means the summary contact, payment and package details set out in the Order Form;

1.14 "**Partner**" means the person, firm, company or entity set out in the Order Form;

1.15 "**Representatives**" means the employees, agents, sub-contractors and other representatives of a party;

1.16 "**Shell Scheme**" means a stand (or part of a stand) constructed by the Organiser as set out in Package Summary in the Order Form;

1.17 "**Space**" means the exhibition space allocated to the Partner by the Organiser (together with the ancillary services provided to the Partner in connection with such exhibition space) as set out in the Package Summary in the Order Form;

1.18 "**Sponsorship**" means the sponsorship element of the Package as set out in the Package Summary in the Order From;

1.19 "**Venue**" means the venue at which the Event is held, as set out in the Event Details of the Order Form.

1.20 "**VAT**" means Value Added Tax or harmonized sales tax (HST) as applicable and indicated on the Order Form.

1.21 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.22 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.23 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.24 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.25 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.26 Clauses 5.4, 6 And 13.6 shall only apply to a partner who will exhibit space at the event.

2. Application for the Package

The Organiser reserves the right to reject any applications for Packages from any potential Partner. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by the Organiser to the Partner (whether or not it is received).

3. Price and Payment

3.1 The Partner shall pay the Fees together with any Taxes/VAT applicable thereon in accordance with the payment terms stated in the Order Form. In the absence of any other payment terms in the Order Form, the Partner shall pay the Fees together with any Taxes/VAT within 7 days of the receipt of invoice ("**Due Date**"). Time shall be of the essence in respect of the payment of Fees.

3.2 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay any Fees on the Due Date for payment, the Organiser shall be entitled to: (i) refuse access for the Partner and its Representatives to the Event and/or (ii) refuse to provide any element of the Package and/or (iii) terminate the Agreement upon which the provisions of clause 12.2 shall apply.

4. Taxes

4.1 It is the intent of the parties that the Organiser will receive the Fees net of all applicable taxes, including sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by the Partner. In some cases VAT may be applicable under reverse charge rules. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "**gross up**" for Taxes levied on the increase itself).

4.2 Whenever VAT is applicable failure to provide a current VAT number may result in the addition of VAT to our invoice.

5. Partner's General Obligations

5.1 The Partner shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by the Organiser or the Venue Owners (including in relation to health and safety or security requirements and the provisions of the Manual).

5.2 The Partner warrants that it has the right, title and authority (including that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Partner has the requisite authority to do so.

5.3 The Partner and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, the Organiser or any visitors/delegates to the Event.

5.4 The Partner is required to be adequately insured to participate in the event. The Partner shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than €2,000,000 per occurrence or claim. The Organiser shall be entitled to inspect the Partner's insurance policy on request.

5.5 The Partner is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the Event Country. If the Partner cannot attend the Event, the Fees shall remain payable in full.

5.6 The Partner consents to its details (including its name, logo or any other material or information supplied to the Organiser by the

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Partner) being published in the Event catalogue, show guide and on other promotional materials published by the Organiser (including the Event website). While the Organiser shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.

5.7 The Partner shall not (and shall procure that its Representatives shall not) do or permit anything to be done which might adversely affect the reputation or brand of Organiser, the Venue Owners or the Event or make any statement that is defamatory, disparaging or derogatory to Organiser, the Venue Owners or the Event.

5.8 The Partner shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Partner.

5.9 All unauthorized photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Partner consents to the filming, sound recording and photography of the Event, which may include the Partner's Representatives, and the Partner consents to the use by the Organiser of any such filming, sound recording or photography anywhere in the world for promotional, marketing and other purposes. For the avoidance of doubt, all Intellectual Property Rights generated at the Event is the property of the Organiser.

6 Specific Terms relating to Space

6.1 The Organiser permits the Partner, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the Space and the Partner acknowledges that it shall have no other rights to or interest in the Space. The Partner is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of the Organiser.

6.2 The Partner shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Event opening times failing which the Organiser reserves the right without liability to arrange for this to be done at the Partner's expense.

6.3 The Partner undertakes to occupy the Space in time for the opening of the Event and not to close its stand prior to the end of the Event. In the event that the Partner fails to do so, the Organiser shall be entitled to terminate the Agreement and the provisions of clause 12.2 shall apply.

6.4 The Partner shall not permit the display of any materials or information that do not exclusively relate to the Partner's commercial activities. The Organiser reserves the right to remove from the stand or the Venue at the risk and expense of the Partner any exhibit or other item which the Organiser considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of the Organiser or of the Venue Owners, infringes the Intellectual Property Rights of the Organiser or a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with this Agreement.

6.5 the Organiser will be responsible for setting up a Shell Scheme for the Partner's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Package Summary. The Partner is solely responsible for all aspects of dressing and branding the Space including the stand.

6.6 Unless the provisions of clause 6.5 apply, the Partner is solely responsible for all aspect of the set up of the Space, including Shell Scheme and stand construction, branding and dressing and the Partner shall be liable to the Organiser or any third parties (as the case may be) for any claims relating to the set up the Space including construction of any exhibition stand or any breach of clause 5.1.

6.7 The Partner may not sub-let the Space without the express prior written consent of the Organiser. If and to the extent that the Partner is permitted to sublet the Space, the Partner shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet.

6.8 If the Partner is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and visitors, the Organiser reserves the right to close the Partner's stand and remove the Partner's Representatives from the Event without liability to the Organiser.

6.9 If the Partner wishes to share the Space with any entity that is not a company within the Partner's group of companies, it must obtain the prior written consent of the Organiser. The Organiser reserves the right to charge the Partner additional Fees as a condition to granting any such consent.

7. Specific Terms relating to Sponsorship

7.1 The Partner shall provide the Organiser with all material and information including logos, artwork and advertising material, partner generated content for other elements set out in the Package Summary which shall include any trademarks, service marks, trade names and logos ("**Material**") which the Organiser requires for the Sponsorship within deadlines specified by the Organiser and shall comply with Organiser's reasonable requirements and directions in relation to the Materials. If the Partner fails to provide the Materials by the deadline and to the specifications required by the Organiser, the Organiser reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.

7.2 The Partner shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. The Partner shall ensure that the content of all Materials complies with all applicable laws.

7.3 The Partner warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.

7.4 While the Organiser will take all reasonable care in relation to the production of material and information incorporating the Material, the Organiser shall not in any event be responsible to the Partner for any omissions, misquotations or other errors which may occur.

7.5 All Materials are subject to Approval by the Organiser. Where Approval cannot be obtained the Parties agree the element of the Package requiring the Approval shall not be delivered and the Organiser shall not be required to refund any Fees which shall remain payable in full. The Organiser will use its reasonable endeavours to provide the Sponsorship the size, position and manner as specified in the Package Summary. However, the Organiser shall not be liable to the Partner where reasonable modifications or changes to the Sponsorship (including to the size, position, section or issue of or date of publication) are made by the Organiser.

7.6 The Partner hereby grants to the Organiser (and the Organiser accepts) a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Materials in connection with the Event and the Sponsorship. The Partner further acknowledges that the Organiser may continue to use the Materials or other information provided by the Partner after the Event in connection with materials or information created or relating to the Event. The Partner also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the Agreement is terminated, the Organiser may at its discretion continue to use the name, logo or any other Material or information provided by the Partner after termination of the Agreement, where the time and cost does not allow the Organiser to remove, delete or cover over such name, logo or other material or information.

7.7 If the Partner is in breach of the Agreement the Organiser reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to the Organiser.

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7.8 All rights not expressly granted to the Partner under this agreement are reserved to the Organiser

8. Delegate Passes/Tickets

Where delegate passes and/or Tickets are issued as part of the Package, they are issued subject to the Organiser's terms and conditions applicable to delegates and ticket holders. Only delegate passes and tickets issued by the Organiser shall be valid for entry to the Event. The Partner shall not resell or distribute the delegate passes or tickets to any third party.

9. Limitation of Rights Granted

9.1 The Partner's rights in relation to the Event are strictly limited to those set out in the Package. The Partner is not permitted to: (i) exploit any rights of a commercial nature in connection with the Event; (ii) establish a website relating to the Event; or (iii) other than in accordance with clause 9.2, otherwise promote or advertise its association with the Event or the Organiser or undertake any promotional activity in connection with the Event or the Organiser in any way otherwise than as set out in the Package or with the prior written consent of Organiser.

9.2 Nothing in clause 9.1 shall prevent the Partner from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. The Organiser may request for any reason at any time that the Partner removes any such promotional material from its website and the Partner shall be required to comply with any such request promptly. Nothing in the Agreement shall be construed as granting to the Partner any right, permission or licence to: (i) use or exploit Organiser's or any member of the Organiser's Intellectual Property Rights; or (ii) otherwise exploit any connection with the Organiser or any event run by the Organiser in any way.

9.3 The Partner agrees not to engage in any activity of any kind (whether marketing, advertising, programming or otherwise) which, in the discretion of the Organiser, competes with, or otherwise detracts from, any Event programming.

9.4 In recognition of the appeal of the Event, the Partner agrees not to Sponsor or Partner with another Technology event in the Event Country for a period of seven (7) days prior to the Event and three days (3) after the Event. Furthermore, given the pre-eminence of the Event, the Partner acknowledges that this restriction is reasonable.

10. Changes to the Event and Cancellation

10.1 The Organiser reserves the right at any time and for any reason to change the format, content, venue, location and timings of the Event (including any installation and dismantling periods) without liability. If the change is material to the Partner's Package, the Organiser will inform the Partner of such change as soon as reasonably practicable.

10.2 Without prejudice to clause 16.1, the Organiser reserves the right to change the date of the Event or cancel the Event at any time and for any reason and, thereafter, clauses 10.3 and 10.4 (as applicable) shall apply.

10.3 In the event that the date of the Event is changed or where the Event is cancelled for the current year but is reasonably expected to be held within fourteen (14) calendar months of the original Event date, the Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date (or the Event in the following year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this clause 10.3 shall excuse the Partner from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Package Summary.

10.4 Where the Event is cancelled and is not reasonably expected by the Organiser to be held within 14 calendar months of the original Event date, the Organiser may terminate this Agreement without liability provided that, at the Partner's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Partner will be released from paying any further proportion of the Fees.

10.5 To the fullest extent permitted by law, the Organiser shall not be liable to the Partner for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Partner acknowledges that provisions of this clause 10 set out the Partner's sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by the Organiser and all other liability of the Organiser is hereby expressly excluded.

11. Cancellation by the Partner

Except where the Organiser has the right to terminate the Agreement under clause 12.1, the Partner may cancel the Package on written notice to the Organiser ("**Cancellation Notice**") provided that: (i) if the Organiser receives the Cancellation Notice at any time after acceptance by the Organiser and more than sixty (60) days prior to the original date scheduled for the first day of the Event then the Partner shall pay to the Organiser a cancellation fee equal to fifty percent (50%) of the Fees, (ii) if the Organiser receives the Cancellation Notice between thirty (30) and sixty (60) days prior to the original date scheduled for first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to eighty percent (80%) of the Fees, and (iii) if the Organiser receives the Cancellation Notice less than thirty (30) days prior to the original date scheduled for first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to one hundred percent (100%) of the Fees. For the avoidance of doubt, for the purposes of this clause 11 the relevant dates shall be fixed by reference to the original date scheduled for the first day of the Event and not any new date scheduled for the first day of the Event which has been changed pursuant to clause 10.2. The parties agree that actual damages in event of cancellation by the Partner are difficult to quantify and not reasonably determinable at the time of entering the Agreement. Therefore, the Partner agrees that the cancellation charges above constitute liquidated damages, which are a reasonable forecast of just compensation to the Organiser in the event of cancellation by the Partner. In addition, the Partner agrees that the Organiser has no duty to mitigate in the event of cancellation by the Partner.

12. Termination

12.1 the Organiser may terminate the Agreement immediately at any time by written notice to the Partner: (i) if the Partner has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) the Partner goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator, examiner or receiver is appointed over the whole or any part of the Partner's assets or if the Partner enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

12.2 Without prejudice to any other right or remedy it may have, in the event that the Organiser terminates the Agreement under the provisions of clauses 3.2, 6.3 or 12.1 the Organiser shall not be required to refund any Fees received from the Partner and the Organiser shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. The Organiser shall not be liable to the Partner for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Partner.

12.3 the Organiser may terminate the Agreement without liability immediately at any time by written notice to the Partner if the Organiser determines in its discretion that the provision of the Package to the Partner is not in the best interests of the Event or Organiser's legitimate commercial interests. In the event that the Organiser terminates the Agreement pursuant to this clause 12.3

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any proportion of the Fees already paid will be refunded and the Partner will be released from paying any further proportion of the Fees. The Partner acknowledges that the refund of Fees paid is its sole remedy in the event of termination by the Organiser under this clause 12.3 and all other liability of the Organiser is hereby expressly excluded.

12.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, the Organiser may cover over any Partner sponsorship or advertising Materials, close any exhibition stand, terminate the provision of any utilities to any exhibition stand, prohibit access of the Partner or its Representatives to the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Partner to the Partner's address and at the Partner's risk and expense and the Organiser shall be free to re-licence the Space and/or resell the sponsorship elements of the Package as it shall think fit.

12.5 clauses 7.6 and 9 to 16 (inclusive) shall survive termination of the Agreement.

13. Liability and Indemnity

13.1 the Organiser does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Partner may achieve as a result of attending or sponsoring the Event. Except as set out in this Agreement, to the fullest extent permitted by law, the Organiser excludes all conditions, terms, representations and warranties relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.

13.2 the Organiser shall not be liable to the Partner for any theft, loss or damage suffered or incurred by the Partner in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not the Organiser sub-contractors) and services provided by the Venue Owners. The Partner acknowledges that services provided by the Organiser official or recommended contractors to the Partner are the subject of a separate agreement between the Partner and the contractor. Although the Organiser shall use reasonable care in selecting official or recommended contractors, the Organiser shall not be liable for any loss or damage suffered or incurred by the Partner in connection with the provision of services to the Partner by such contractors.

13.3 Valuable and easily movable goods should be removed from the exhibition stand or meeting room outside of the hours of opening (particularly overnight) and stored at the Partner's own risk.

13.4 From time to time, the Organiser, the Owner and each of their Representatives may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("**Works**"). To the fullest extent permitted by law, the Organiser, the Owner and each of their Representatives shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Partner and/or its Representatives by reason of any act or omission relating to the Works.

13.5 Subject to clause 13.8: (i) the Organiser shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Partner including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) the Organiser shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Partner or its Representatives; and (iii) Organiser's maximum aggregate liability to the Partner under the Agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.

13.6 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Partner, its Representatives or its invitees.

13.7 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against all losses, claims, damages and expenses (including reasonable legal fees) incurred by the Organiser as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Partner at the Event; or (ii) Organiser's receipt or use of the Material constitutes an infringement of the Intellectual Property Rights of any third party.

13.8 Nothing in this Agreement shall exclude or limit liability, which cannot be excluded by the applicable law.

14. Confidential Information

For the purposes of this clause 14 "**Confidential Information**" means information disclosed by a party (the "**Disclosing Party**") to another (the "**Receiving Party**") relating to the Disclosing Party's business, products, affairs and finances, Partners, customers and trade secrets including lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Partner's participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.

15. Data Protection

15.1 The following definitions apply in this Clause 15:

Agreed Purposes: (i) providing and improving the requested Package and Online Event, (ii) Communicating with you (iii) Marketing and (iv) advertising

Controller, processor, data subject, personal data, processing and appropriate technical and **organisational measures**: as set out in the Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in Ireland and the Event Country, including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, considering that they are able to provide the same level of protection to the personal data as defined in this agreement.

Shared Personal Data: the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- participant information;
- Event app and website profile information, and
- survey responses;
- webinar and Event participation recordings and imagery

15.2 Both parties will comply with all applicable requirements of Data Protection Legislation. To learn how the Organiser collects,

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uses and manages Personal Data please review the Organiser's Privacy Policy.
15.3 Particular obligations relating to data sharing. The Partner shall:
(a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
(b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
(c) process the Shared Personal Data only for the Agreed Purposes;
(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
(g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
(i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
(ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
15.4 General assistance. The Partner shall:
(a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
(b) promptly inform the other party about the receipt of any data subject access request in relation to the Shared Personal Data;
(c) provide the other party with reasonable assistance in complying with any data subject access request;
(d) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
(e) maintain complete and accurate records and information to demonstrate its compliance with this Clause 15; and
(f) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.
15.5 The parties agree that when the transfers of personal data between them are international transfers, they shall be subject to the appropriate, up-to-date version of the approved Standard Contractual Clauses as follows:

15.5.1 In relation to Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

Module One will apply to controller to controller business relationships as duly determined by the European Commission;
In Clause 7, the optional docking clause may apply;
In Clause 11, the optional clause will not apply;
In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
In Clause 18(b), disputes shall be resolved before the courts of Ireland; and
Annexes I and II of the EU SCCs, which are also annexes to this agreement (below), shall be completed by the parties and will form an integral part of this agreement.

15.5.2 Where the Parties are lawfully permitted to rely on the EU SCCs for transfers of personal data from the United Kingdom subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" ("UK Addendum") issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, then:

a. The EU SCCs, completed as set out in this agreement shall also apply to transfers of such personal data, subject to item "b" below;
b. The UK Addendum shall be deemed executed between the parties, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such personal data.

15.5.3 Where the International Transfer Data Agreement ("ITDA") must be applicable by law, it shall be deemed applicable and executed between the parties.

15.5.4 If sub-clauses 15.5.2 and 15.5.3 above do not apply, then the parties shall cooperate to implement appropriate safeguards for transfers of such personal data as required or permitted by the UK GDPR without undue delay.

15.5.5 In the event that any provision of this Agreement contradicts, directly or indirectly, the Standard Contractual Clauses, and the UK Addendum and/or the ITDA (where applicable), the Standard Contractual Clauses, the UK Addendum and the ITDA shall prevail.

15.5.6 The Parties shall not participate in any other international transfers of personal, unless the international transfer is made in full compliance with Applicable Data Protection Laws and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of the Data.

16. General
16.1 Without prejudice to clause 10 (Changes to the Event and Cancellation), if, by reason of any Force Majeure Event the Organiser is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Partner by reason thereof. For the avoidance of doubt, nothing in this clause 16.1 shall excuse the Partner from the payment of the Fees under the Agreement.
16.2 the Organiser reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.
16.3 the Organiser will be permitted to continue to display the Partner's logo on Organiser's websites and marketing material, solely in connection with describing the Partner's prior participation in the Event unless otherwise directed by the Partner.
16.4 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgement, objectivity or loyalty to the business activities and assignments under this Agreement.

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16.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.
16.6 If and to the extent that there is any conflict between these T&Cs and the Order Form, the terms of the Order Form shall prevail.
16.7 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
16.8 No rights under the Agreement may be assigned by the Partner without the prior written consent of the Organiser. The Partner may not subcontract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of the Organiser.
16.9 A person who is not a party to the Agreement shall have no rights under or in connection with it.
16.10 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
16.11 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
16.12 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 law of Ireland. Notwithstanding, the parties also agree that the Organiser may take proceedings against the Partner in respect of the collection of the Fees in any other court of competent jurisdiction, The taking of such proceedings in any one or more jurisdictions does not preclude the taking of proceedings by the Organiser in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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ANNEX I - SCCs: DETAILS OF THE PROCESSING ACTIVITY

A. LIST OF PARTIES

Data exporter(s) and Data Importer(s): The Data Exporters and Data Importers are the parties to this Agreement.

Relevant processing activities: as described in this Agreement.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: (a) customers, prospective customers, users and subscribers; (b) employees.

Categories of personal data transferred: common personal data (e.g., name, phone number, email address, place of birth, etc.).

Safeguards: purpose limitation, access restrictions (strict need to know), training, restrictions on onward transfers, TOMs as per Annex II (below).

The frequency of the transfer: Continuous basis.

Nature of the processing:

- Collection, consultation and use;
- Recording and Storing;
- Organisation, structuring and combination;
- Adaptation or alteration;
- Retrieval;
- Disclosure by transmission and dissemination;
- Restriction, erasure or destruction.

Purpose(s) of the data transfer and further processing: as defined in this agreement between the Parties.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: personal data will be retained for as long as this agreement is valid, including subsequent renewals (if applicable).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: if applicable, any onward transfer will follow the same rules and standards herein specified.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13: **Irish Data Protection Commission**. 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- Measures of pseudonymisation and encryption of personal data;
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;
- Measures for user identification and authorisation;
- Measures for the protection of data during transmission;
- Measures for the protection of data during storage;
- Measures for ensuring physical security of locations at which personal data are processed;
- Measures for ensuring events logging;
- Measures for ensuring system configuration, including default configuration;
- Measures for internal IT and IT security governance and management;
- Measures for ensuring data minimisation;
- Measures for ensuring data quality;
- Measures for ensuring limited data retention;
- Measures for ensuring accountability;
- Measures for allowing data portability and ensuring erasure.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter: If applicable, any onward transfer will follow the same rules and standards herein specified.

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