



Between (Company name and Address):

Department for Business and Trade

Old Admiralty Building

Admiralty Place

London

SW1A 2DY

United Kingdom

AND:

Clarion Events Limited

69-79 Fulham High Street

London

SW6 3JW

United Kingdom

#### VAT/TAX & PO NUMBER

If we have a VAT/Tax ID number for you it is displayed below. Please check and update if necessary. If it is not displayed then please add your VAT/Tax ID number and confirm your tax status below. If you are not VAT/Tax registered please indicate this below.

Please also supply your Purchase Order Number if you have one.

#### PURCHASE ORDER NUMBER (IF APPLICABLE)

#### VAT/TAX ID NUMBER (IF APPLICABLE)

#### VAT/TAX ID NUMBER CONFIRMATION AND TAX STATUS

Package Description 6mx3m booth space with 4 "kiosk start up pods" included for Insurtech UK members. DTB to pass the start up companies to ITC Europe team complete the contract process with each business independently.

#### Event Details

Event	ITC Europe 2025	Show date from	21/05/2025
Show Location	Taets Art and Event Park	Show date to	22/05/2025

Product	Quantity	Total Price
6m x 3m Space Only Package	1.00	
Exhibitor Protection Scheme – For space and shell packages	1.00	

Total Price GBP 12,000.00

All sums are stated exclusive of VAT and any other equivalent sales taxes or duties, which shall be payable by the Sponsor in addition at the prevailing rate and to the extent applicable.

## PAYMENT SCHEME

Deposit Amount GBP 12,000.00

Invoiced Immediately

Sponsor's signature below signifies that Sponsor has read, understands and agrees to be bound by all the terms and conditions of this contract attached. Also, by signing below, Sponsor acknowledges that if Sponsor has deemed it necessary or desirable, Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of agreement on behalf of the Sponsor.

Signed:

Date: 7/3/2025

Print Name:

Position in Company:

Telephone Number:

Fax:

## New Section

FOR OFFICE USE ONLY: ACCEPTED FOR & ON BEHALF OF [Clarion Events Limited](#).

Signed:

Date: 7/3/2025

## MAIN SPONSOR AGREEMENT TERMS AND CONDITIONS

WHEREAS:

- I. The Organiser built a large and closely connected global community of companies, professionals, and individuals active in the insurance and insurtech sectors.
- II. The Organiser organises both online and real-life events dedicated to the insurance and insurtech sectors.
- III. The Organiser offers opportunities for the Partner to build their brand and develop new business through the package(s) of rights in relation to the Event which are set out in the Order Form ("The Partnership Package").
- IV. The Partner is interested in the partnership opportunities that the Organiser offers. This contract sets out the rights and obligations between Parties in relation to the Partnership Package that the Organiser shall provide to the Partner.
- V. The Parties wish to enter into the present Partner Contract for the event as set out in the Order Form (the "Event"), comprised of these Terms and Conditions, the Order Form on the preceding page and the Annex (the "Contract"), acquiring the rights and assuming the obligations as set out in this Contract.
- VI. The Customer acknowledges Clarion Events Limited is the contracting entity (the "Organiser") but the Event shall be delivered by Digital Insurance Agenda Europe BV on its behalf.
- VII. Hereinafter individually or collectively referred to as the "Party" or the "Parties".

IT IS AGREED AS FOLLOWS:

### 1. REPRESENTATIONS AND WARRANTIES

- 1.1. The Parties represent that their respective titles of representation are in force and they shall legally bind the companies or institutions on which behalf they are acting.
- 1.2. Both Parties represent that the signature of the present Contract does not contravene any third party rights nor is it against any regulations imposed by any public administration.
- 1.3. Should any of the above mentioned circumstances change, the Party to whom the change occurs shall immediately give written notice to the other Party about such fact.

### 2. THE PARTNERSHIP PACKAGE

- 2.1. The Organiser shall offer the Partnership Package to the Partner as set out in the Order Form and the Annex to this Contract.
- 2.2. The Annex to this Contract forms an integral part of this Contract and shall have the same force and effect as if set out in the body of this Contract.

### 3. FEE AND PAYMENT TERMS

- 3.1. The Partner shall pay the fees as set out in the Order Form (the "Fee"). Unless otherwise mutually agreed in writing, the full amount of the Fee is due within 30 days after the invoice is sent to the Partner (the "Invoice"). The Partner acknowledges payment of the Fee shall be made in full before the start date of the Event. The Organiser reserves the right to refuse the Partner's participation in the Event if the

Organiser has not received cleared funds of all Fees due from the Partner before the due dates or in accordance with the Contract. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Partner shall pay to the Organiser in addition.

3.2. If the Partner fails to pay any amount payable by it under this Contract, the Organiser shall be entitled but not obliged to charge the Partner interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 1.5 per cent per annum above the base rate for the time being of HSBC Bank. Such interest shall accrue on a daily basis, shall be compounded quarterly and shall be payable by the Partner on demand.

3.3. Failure to pay the Fee in full within 15 days after the Invoice is sent, or any other material failure by the Partner to perform its obligations under this Contract, may result at the sole discretion of the Organiser, in a termination of this Contract and the forfeiture of the Partner's rights pursuant to such Contract.

#### 4. TERMINATION

4.1. Termination for breach. Either Party may terminate this Contract immediately by written notice if the other Party (i) commits an irremediable material breach of this Contract, including any representations and obligations set out in the Annex; or (ii) commits a material breach of this Contract, including any representations and obligations set out in the Annex, which is capable of remedy and fails to remedy such breach within 30 days after receiving written request to do so specifying details of the breach complained of; or (iii) becomes insolvent or if any insolvency proceedings are commenced against it. Without prejudice to other damages that the Party may be liable for, such termination by the Organiser shall result in the forfeiture of any amount of the Fee already paid, and any amount due to the Organiser shall become immediately due.

#### 5. INDEMNIFICATION

5.1. The Partner's liability. The Partner hereby agrees to indemnify, defend, release, and hold the Organiser, its officers, directors, agents, contractors, and employees (collectively the "Related Parties") harmless from any and all liabilities, losses, injuries, fines, damages, claims, causes of action, demands, judgments, and costs of any nature or character (including attorneys' fees and costs) arising out of, or otherwise relating to, the activities to be carried out and the obligations to be performed by the Partner under this Contract and its Annex, except to the extent resulting from the sole gross negligence or wilful misconduct of Organiser. This indemnification provision survives the termination of the Contract.

5.2. The Organiser's liability. The Organiser excludes any liability under this Contract for damages of any nature (whether in contract, tort or otherwise), except to the extent resulting from the sole gross negligence or wilful misconduct of the Organiser. The Partner ACKNOWLEDGES AND AGREES THAT THE ORGANISER'S LIABILITY UNDER THIS CONTRACT FOR DAMAGES OF ANY NATURE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF THE FEE PAID HEREUNDER. NOTHING IN THIS CONTRACT SHALL EXCLUDE OR LIMIT LIABILITY IN RESPECT OF FRAUD OR ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT BY APPLICABLE LAW BE EXCLUDED.

5.3. Indirect losses. EXCEPT AS RELATED TO MISAPPROPRIATION OF THIRD PARTY RIGHTS, DISCLOSURE OF CONFIDENTIAL INFORMATION, OR THE PARTNER'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR COSTS, AND/OR ANY LOSS OF BUSINESS, ANTICIPATED SAVINGS, OPPORTUNITY, GOODWILL, OR PROFIT, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

#### 6. PARTNER INSURANCE

6.1. It is a condition of this Contract that the Partner arranges and maintains adequate insurance cover to fully protect themselves and others attending the Event, including without limitation public liability insurance cover. The Organiser reserves the right to require the Partner to present satisfactory evidence of such insurance to the Organiser prior to the Event, including coverage limits, for the Organiser's prior written approval (such approval not to be unreasonably withheld or delayed). If for any reason your insurance cover is deemed inadequate by the Organiser in its sole discretion, then the Organiser shall inform the Partner why this is the case and what the Partner needs to do to satisfy the Organiser's condition regarding insurance in order to access and participate in the Event.

#### 7. FORCE MAJEURE

7.1. The Organiser shall not be liable for any delay or failure to perform the obligations under this Contract and its Annex if such delay or failure results from events or circumstances beyond its reasonable control and that could not have been reasonably foreseeable at the time the Contract was signed, which (i) substantially increases the costs of the services, or makes its delivery financially unfeasible, (ii) impedes its performance, or (iii) makes it highly impracticable; such as, but not limited to, a substantial change of the applicable regulations, war, a terrorist attack, riots, strikes, extreme weather conditions, health scares or any other similar circumstances. In such an event, the Organiser shall have the right to terminate the Contract with immediate effect upon written notice to the Partner.

7.2. Should the contract be terminated pursuant to clause 7.1 of this Contract, the Organiser shall be under no obligation to refund the part of the Fee that may have been satisfied before such termination occurs, and the Partner remains liable for payment of the full Fee amount to Organiser.

#### 8. GOVERNING LAW AND JURISDICTION

8.1. This Contract and its Annex shall be exclusively governed by and interpreted under the laws of England and Wales, without giving effect to principles of conflict of laws. The Parties hereby submit any dispute or controversy arising out of or in connection with this Contract and its Annex, including but not limited to extra-contractual liabilities to the exclusive jurisdiction of the English courts. The Partner shall comply with all applicable laws, regulations, and rules, including obtaining any licenses or permits required for the Partner's participation in the event set out

in the Order, and is further responsible for obtaining any tax identification numbers and paying all applicable taxes, fees, or other charges.

## 9. MISCELLANEOUS

9.1. Minimum attendance and success. The Partner acknowledges that the Organiser cannot guarantee any minimum levels of attendance or the success of the Event or the Partnership Package provided.

9.2. Confidential Information. Both Parties shall not disclose any financial information of the other Party or any other material provisions of this Contract and its Annex to any third party, other than (i) to a Party's professional advisors, (ii) when required by law, (iii) when necessary to perform the obligations or exercise the rights pursuant to this Contract and its Annex, or (iv) when the Parties agree otherwise in writing.

9.3. Severability. If any portion of this Contract and its Annex shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract and its Annex is invalid or unenforceable, but that by limiting such provision, it shall become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

9.4. Waiver. The failure of either party to enforce any provision of this Contract and its Annex shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

9.5. Notice. All notices required or permitted under this Contract shall be deemed delivered when delivered in person, email, or mail addressed to the appropriate party at the address of that Party shown at the beginning of this Contract.

9.6. Entire agreement and modification. This Contract and its Annex constitutes the entire agreement between the Parties. Except otherwise indicated in this Contract, no modification or amendment of this Contract shall be effective unless in writing and signed by both Parties. This Contract replaces any and all prior agreements, proposals or any equivalent documents between the Parties.

9.7. Agency. No commercial relationship shall be deemed established between the Parties except the one specifically arising from the Contract and its Annex. No joint venture, legal partnership, employer-employee relationship, or principal-agent relationship shall be deemed established between the Parties.

9.8. No Third-Party Beneficiary. The Parties agree that the provisions of this Contract are personal to them and are not intended to confer any rights of enforcement on any other third party.

9.9. Subcontractors. The performance of the Contract shall be rendered either directly by the Organiser or by the subcontractors that it may appoint. The Organiser shall determine at its sole discretion the identity of the Subcontractors and their amount of performance.

9.10. Data Privacy. The Organiser's privacy policy is applicable to this Contract, Annex and all obligations and relationships deriving from and/or connected to this Contract. The Clarion Group privacy policy is also applicable to any person, company or other entity that registers for and/or participates in the Partnership Package. The Partner shall ensure that its employees, third party relations and other authorised parties involved in the preparation of or participation in the Partnership Packages, are aware of and shall comply with the Organiser's privacy policy. The most recent version of the privacy policy can be found on the Organiser's website: <https://clarionevents.com/privacy-policy>.

## ANNEX –RIGHTS AND RESPONSIBILITIES

### GRANT OF RIGHTS

1.1. In consideration of the payment by the Partner of the Fee to the Organiser in accordance with this Contract, and the performance by the Partner of all of its other obligations under this Contract, the Organiser grants to the Partner: (a) permission to attend the Event; (b) rights of access and entry as set out in this Contract, subject to the Organiser exercising any rights not conflicting with the other terms or obligations of this Contract; and (c) the assorted rights forming part of the Partnership Package, as set out in the Order Form with regard to the Event.

1.2. The Organiser reserves the right at any time in its sole discretion to refuse any person admission to the Event and/or remove from the Event any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable or harmful.

1.3 The Event shall be delivered by Digital Insurance Agenda Europe BV on behalf of the Organiser. Therefore, where it reads 'Organiser' in this Annex, it should be read as 'Organiser and/or Digital Insurance Agenda Europe BV'.

### RESPONSIBILITIES: PARTNER

#### 2. Speaking engagement:

(THIS CLAUSE 2 ONLY APPLIES WHERE THE PARTNERSHIP PACKAGE IN THE ORDER FORM INCLUDES A SPEAKING ENGAGEMENT).

2.1. Dates, duration, location and format of the presentation shall be set out in the Partnership Package. The Partner acknowledges the exact timing of this presentation is subject to both the content of the presentation and the Organiser's final approval, at its sole discretion, bearing in mind the best interests of the Event agenda.

2.2. The Partner understands that the Organiser does not allow sales pitches and represents to act accordingly unless approved in writing by the Organiser. The content shall be discussed with and approved by the Organiser.

2.3. The setup, format and content of the session shall be communicated and approved by the Organiser. The Partner shall adhere to the timelines to ensure that the Organiser's AV team can support and record the Partner's presentation optimally during the Event. In addition, prior to the start of the Event, the Partner commits to perform at least one technical rehearsal on stage at the rehearsal day to be determined by the Organiser. The Partner acknowledges, the final materials (slides, video) have to be submitted to the Organiser three weeks before the

Event.

### 3. Organiser's Rights:

3.1. The Partner acknowledges and agrees that the Organiser is the exclusive owner and/or controller of the following rights, and represents and agrees to (i) act accordingly as such to the Organiser's rights, (ii) not acquire or claim any such rights or any variations of them, and (iii) assign and/ or waive, as applicable, all claims to such rights:

3.1.1. Organiser's Commercial Rights. Any and all rights of a commercial nature connected directly or indirectly to the Event, other events staged by the Organiser, and the Organiser's community, including but not limited to: (i) image rights, (ii) merchandising rights, (iii) licensing rights, (iv) advertising rights, (v) hospitality rights, (vi) the video and audio of the Event and all presentations, and (vii) any intellectual property rights.

3.2.2. Organiser's Intellectual Property Rights. Any and all rights related to the Organiser's trade names, trademarks, logos, distinctive signs and any other intellectual property, including any goodwill associated with such rights.

3.3. Third-Party Rights. The Partner represents that its presentation shall not violate in any manner any rights belonging to third parties, including, but not limited to, any intellectual property rights or privacy rights ("Third-Party Rights"). In addition, the Partner represents that all individuals that participate in the presentation have given permission for the use of their intellectual property rights, including, but not limited to, any portrait rights, for recordings in photographic and/or audio-visual format. Should any Third-Party Rights violation occur, the Partner expressly assumes to be solely liable toward the third party whose rights are infringed, and to hold the Organiser harmless of any third-party claims arising from such violation.

3.4. Cooperation. The Partner agrees to cooperate in good faith with the Organiser in the performance of the Organiser's responsibilities.

3.5. Logo. The Partner agrees, at its own expense, to provide the Organiser with any finished artwork relating to the Partner's logo, trademarks and/or any other distinctive signs in a suitable form for its reproduction and use in all media, promotional materials and advertising. The logo format shall be submitted in CMYK Vector format (format AI, EPS or SVG) and Raster format (PNG, JPG or JPEG) with transparent or white background.

3.6. Intellectual Property. By signing the Contract the Partner grants the Organiser the fully paid, perpetual, worldwide license and right to use and reproduce its distinctive signs, such as, but not limited to, its company name, trademarks, brand names, logos and other information, to the appropriate extent for the purpose of promoting the Event according to the Contract, undertaking not to damage the image of the Partner and always for the benefit of both parties, without acquiring therefore no intellectual and industrial property rights over them.

3.7. Recordings. The Partner explicitly authorizes the Organiser for the realization, reproduction, and transmission of recordings in photographic and/or audio-visual format which may include the Partner and its personnel.

3.8. Announcement of participation. The Partner agrees to announce its participation at the Event through its website, blogpost and/or newsletter, as well as to share the discount code (if Applicable) with its broader network.

3.9. Compliance with the Organiser's Instructions. The Partner agrees to comply and represents that it shall instruct its staff attending the Event to comply, with the Organiser's reasonable requirements, instructions and directions.

### RESPONSIBILITIES: ORGANISER

4.1. The Organiser undertakes to use its reasonable efforts to stage the Event during the period specified in the Order Form. Notwithstanding that, the Organiser reserves the right to change the date, venue, format (from physical to virtual) and/or the program of the Event without any liability to the Organiser. Should such change occur, the Organiser may give written notice to the Partner as soon as reasonably practicable.

### 5. Communication:

5.1. The Organiser shall provide the Partner with an event banner and discount code to promote its participation at the Event to its broader network.

5.2. The Organiser shall include the Partner's corporate logo on the Event website.

5.3. The Partner shall be mentioned in several marketing materials (e.g. website, newsletter, event app) before, during and after the Event.

5.4. By signing the Contract, the Organiser explicitly authorizes the Partner the right to use its name, logo on its website as permitted in writing by Organiser, to the appropriate extent for the purpose of promoting the Event according to the Contract, undertaking not to damage the image of the Organiser and always for the benefit of both parties, without acquiring therefore no intellectual and industrial property rights over them.

5.5. After the Event, a link to the video of the Partner's presentation, if applicable, is placed on DIA TV, for at least one year.

### 6. Networking, event branding and support:

6.1. The Partner may use the data and/or information as described in this clause for internal purposes only. In no event is the Partner permitted to share all or part of this data and/or information with any third parties (which includes the sale of such information to third parties).

6.2. In compliance with article 29 of the GDPR, the Partner is aware that it is bound by professional secrecy with respect to the personal data of the attendees, press, analysts and bloggers and the duty to protect them, obligations that shall subsist once its relations with the Organiser have ended. In this sense, the Partner agrees to eliminate the information of the attendees once the Event has finished.

6.3. The Organiser (if applicable to the Partnership Package, set out in the Order Form) shall include the Partner in the digital overview of the Partners, with contact person and the Partner corporate info.

6.4. If applicable to the Partnership Package, the Organiser shall add the Partner to the actionable 'take home to office package' (complete overview for reference purposes), provided for attendees.

6.5. If applicable to the Partnership Package, the Partner's logo shall be featured as a Partner on the lead signage during all event days.

- 6.6. The Organiser shall make commercially reasonable efforts to help the Partner with any specific needs that may arise before or during the Event. The costs associated with such needs shall be solely assumed by the Partner at its own expense, and directly dealt between it and the corresponding supplier. The Organiser makes no warranty about either the suitability or possibility to adapt the venue to such specific needs.
- 6.7. The Organiser shall: i) subject to applicable data privacy laws, provide the Partner with a list of all attendees (name, titles, and organization), attending press, analysts and bloggers three days before the Event, and ii) include the Partner in the Event networking app.

#### 7. Delegate Passes:

- 7.1. The Organiser shall provide the Partner with delegate tickets as set out in the Order Form. Any persons using these tickets need to register through the Event website.
- 7.2. If applicable, the Partner shall share with its broader network, a special ticket discount code for off the ticket price at the time the ticket is bought. No discount or refund shall be made to any attendee whose attendance has been confirmed or whose ticket has been bought before such discount is given.
- 7.3. The Event Terms and Conditions apply to all persons and companies that register for the Event and all attendants of the Event. The Partner shall inform its employees and relations that registration through the Event website is required.

#### 8. Stand:

(THIS CLAUSE 8 ONLY APPLIES WHERE THE PARTNERSHIP PACKAGE IN THE ORDER FORM INCLUDES LICENSING A STAND).

- 8.1. Subject to the rights of the Organiser in the Contract, the Organiser hereby grants to the Partner a license to occupy the exhibition spot for the purpose of displaying its materials within the scope of the Event for the duration of the Event (the "Stand").
- 8.2. The Stand shall include the features set out in the Order Form.
- 8.3. If applicable, the Partner shall install its materials and Stands during the installation periods and remove materials and Stands during the dismantling period. Stands cannot be constructed in the pre-designed exhibition spot if plans have not been submitted and approved by the Organiser within the timetable set out in the exhibition manual.
- 8.4. If applicable, the Organiser shall install, set up, remove and provide cleaning services for the Stands.
- 8.5. The Partner acknowledges it shall not bring any stands or signage themselves. Brochures and/or smaller promotional giveaways are allowed.

#### FORMAT CHANGE AND RESCHEDULING

- 9.1. **Format Change.** The Organiser may, at its own discretion and without any liability to it, change the format of the Event from a physical format into a completely virtual format. In this case, the Organiser shall (i) either change the Partner's physical Partnership Package into an online equivalent or (ii) give the Partner a voucher for the Partnership Package in 2025, for the amount of the Fee already paid - minus the amount for the Partnership Package already provided by the Organiser and costs and expenses already incurred by the Organiser.
- 9.2. **Reschedule.** The Organiser may, at its own discretion and without any liability to the Partner, reschedule/change the dates of the Event or/and its venue in case (i) of any circumstances, such as but not limited to, severe weather conditions, a change or the applicable regulations, war or terrorist attack, health scares or any other circumstances beyond its control, as a result of which it is impracticable that the Event shall take place as intended; or (ii) that the confirmed number of attendees or participants is substantially lower than expected. Should rescheduling of the Event date occur, the Organiser shall keep the Partner's presentation spot at the rescheduled Event.
- 9.3. **Cancellation at The Organiser's sole discretion.** The Organiser reserves the right to cancel the Event, at its sole discretion and without any liability to the Partner, provided that it is done in good faith and the other Party is given written notice about such decision. Should the Organiser exercise this right, it shall give the Partner a voucher for the Partnership Package in 2025, for the amount of the Fee already paid - minus the amount for the Partnership Package already provided by the Organiser and costs and expenses already incurred by the Organiser.

#### DIGITAL PARTNERSHIP PACKAGE

(THESE CLAUSES 10 and 11 ONLY APPLIES WHERE ALL OR ANY PART OF THE EVENT OR THE PARTNERSHIP PACKAGE IN THE ORDER FORM ARE PROVIDED IN A VIRTUAL / DIGITAL FORMAT).

- 10.1. If the Order Form grants digital rights in the Partnership Package, the following terms shall apply.
- 10.2. **Branding Materials.** "Branding Material" means those certain Branding Materials submitted by the Partner to the Organiser pursuant to the Order Form including, but not limited to, all art, designs, words, messages, deals, rates, and software code associated with such materials (pixels, tags, JavaScript). All proposed branding and all Branding Materials are subject to Organiser's approval. The Organiser reserves the right to reject or remove from its website or any other platform any portion of Branding Materials for which the Branding Materials, software code associated with the Branding Materials, or the website to which the Branding Materials is linked do not comply with the Organiser's criteria or requirements. The Organiser further reserves, in its sole discretion, the right to deny or terminate advertiser creative, or third-party creative employing behavioural tracking for purposes of capturing data or resale, that could be deemed in conflict with international data privacy law or standards or that do not comply with any applicable federal, state, or international laws or other judicial or administrative order. The Partner is responsible for delivering the Branding Material in a format and within the deadlines set by the Organiser (the "Material Due Date"). If the Advertising Materials are not received by the Material Due Date, the Organiser has the right to charge the Partner on a pro rata basis for each day the Branding Materials are not received. If Branding Materials

are late, the Organiser is not required to guarantee full delivery of the placement. No proofing of Branding Materials or changes shall be accepted after the Material Due Date.

10.3. No Warranty. The Organiser does not warrant that the operation of its service, website, or other platform shall be uninterrupted or error-free and assumes no liability for any omission or delay of any impression and/or any advertising.

10.4. Rights of Use. The Partner represents and warrants that it holds the necessary rights to permit the use of the Branding Material and any material to which users can link through the advertising facilitated by the Organiser, and that the use, reproduction, distribution, or transmission of the Branding Material, and any material to which users can link through the advertising, shall not violate any laws or any rights of any third parties, including infringement of the copyright or other intellectual property rights of third parties. By executing and delivering the Order Form, this Contract, and Annex, the Partner grants to the Organiser a fully paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce the Branding Material and the name of the Partner.

#### 11. Access to and use of a digital Partnership Package:

11.1. Should the Event involve the use of an online service, the Partner undertakes to be responsible for any technical requirements needed to enable it to access the Event website, app or other platform made available by the Organiser to facilitate participation in the Event (the "Online Platform").

11.2. The Organiser does not guarantee that the Online Platform, or any content on it, will always be available or be uninterrupted. Access to the Online Platform is permitted on a temporary basis. The Organiser may suspend, withdraw, discontinue or change all or any part of the Online Platform without notice. The Organiser shall not be liable to the Partner if for any reason the Online Platform is unavailable at any time or for any period. The Organiser may update or change the Online Platform and/or change the content on it at any time.

11.3. The Partner agrees not to:

11.3.1. use the Online Platform in any way that breaches this Contract or any governing law or the applicable third party service provider's terms of use of such Online Platform;

11.3.2. do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Online Platform or any equipment, network or software used in operating the Online Platform; or

11.3.3. make libelous postings or defamatory comments or any postings / comments which are illegal or infringe the intellectual property rights of any third party.

11.4. The Organiser does not guarantee that the Online Platform will be totally secure or free from bugs or viruses. The Partner is responsible for configuring its information technology in order to access the Online Platform and the Organiser recommends that the Partner use its own virus protection software.

11.5. The Partner must not misuse the Online Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Partner must not attempt to gain unauthorised access to the Online Platform, the server on which the Online Platform is stored or any server, computer or database connected to the Online Platform. The Partner must not attack the Online Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, the Partner would commit a criminal offence under the Computer Misuse Act 1990. The Organiser shall report any such breach to the relevant law enforcement authorities and shall co-operate with those authorities by disclosing the Partner's identity to them. In the event of such a breach, the Partner's right to use the Online Platform shall cease immediately.

11.6. All rights in all presentations, materials and documentation - published or otherwise made available as part of the Event ("Content") are owned by the Organiser or are included with the permission of the owner of the rights. No (i) photography, filming or recording at the Event or on the Online Platform by the Partner; or

(ii) republication, broadcast or other dissemination of the Content, is permitted. The Partner shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the Partner for internal business purposes shall be permitted), and in particular (but without limitation) the Partner shall not download, store, reproduce, transmit, display, copy, distribute, exploit or use the Online Platform and/or any Content thereon for its own commercial gain.

11.7. The Organiser does not endorse or accept any responsibility for the Content and/or Materials, or the use of, any goods or services that may be identified or described on the Online Platform and the Organiser shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any Content, goods or services available on or through the Online Platform or any website or other resource referenced therein.

11.8. Any posts, messages or other materials, information or data the Partner supplies or uploads to the Online Platform (collectively, "Materials") will be considered non-confidential and non-proprietary, and the Organiser has the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. The Partner hereby waives any moral rights in any Materials to the extent permitted by governing law. The Organiser reserves the right, at its sole discretion, to edit or remove postings to any message boards on the Online Platform and delete or use electronic methods to block or filter any Materials at Organiser's discretion, but without any obligation to do so.

11.9. The Organiser is under no obligation to oversee, monitor or moderate any interactive service it provides on the Online Platform and, without limitation, the Organiser expressly excludes all liability for any loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.