

Standard Terms and Conditions for Exhibition, Advertising and Sponsorship

(Effective 5 October 2022)

1. Definitions

For the purposes of the Agreement:

- 1.1. "Advertisement" means the advertising rights detailed in the Order Form.
- 1.2. "Agreement" means the Order Form as accepted by the Organizer together with these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship.
- 1.3. "Applicable Data Protection Law" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law.
- 1.4. "Company" means the entity identified in the relevant Order Form.
- 1.5. "EU/UK Data Protection Law" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.
- 1.6. "Event" means the event as identified in the Order Form.
- 1.7. "Event Date" means the date of the first day of the Event.
- 1.8. "Event Hours" means the hours the Event will open each day as indicated in the Exhibitors' Manual.
- 1.9. "Exhibitors' Manual" means the online exhibitors' manual for the Event as issued by the Organizer (as may be updated from time to time).
- 1.10. "Exhibition Package" means the services as set forth in the Order Form which may include, but not be limited to, the organization of the Event and the right to attend and participate actively in the Event by the Company through an exhibition stand set up in a designated Location, receiving Event passes in accordance with clause 6.5, the promotion of the Event through publications and media, and the provision of certain supporting services such as health, safety, security and registration services during the Event.
- 1.11. "Fully Occupy" means that all construction, erection and furnishing of the exhibition stand has been completed in a professional and workmanlike fashion and that the exhibition stand is professionally and fully staffed for the duration of the Event.
- 1.12. "Location" means the exhibition space, meeting room or other location included in the Exhibition Package, as specifically indicated on the Order Form.
- 1.13. "Order Form" means the Sales Order Form, Rebook Form, or in such other form of application as the Organizer may in its discretion accept, by which the Company requests exhibition services, advertising, sponsorship and/or other related services from the Organizer. The Order Form shall be deemed to include any document relating to an Exhibition Package, Advertisement and/or Sponsorship, which is expressly referred to in the Order Form and which is expressly agreed in writing between the Parties.
- 1.14. "Organizer" means: (i) GSMA Ltd LLC (formerly GSMA Ltd.) having its principal office at Suite 910, 3445 Peachtree Road, Atlanta Georgia 30326, United States of America; (ii) for the 4YFN conference event which takes places as part of MWC Barcelona, GSMA 4YFN Event Management, SL with its principal office at Avinguda de la Reina Maria Cristina, s/n, Fira Barcelona Montjuic, Hall 1 (Side Entrance), 08004 Barcelona, Spain; or (iii) for MWC Shanghai, GSMA (Shanghai) Co Ltd, having its principal office at 1801, 18th Floor, Kerry Parkside Offices, 1155 Fangdian Road, Shanghai, 201204 China.
- 1.15. "Parties" means, collectively, the Company and the Organizer.
- 1.16. "Party" means, individually, the Company or the Organizer.
- 1.17. "Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.
- 1.18. "Sponsorship" means the sponsorship package or theatre event partner package as identified on the Order Form in relation to an Event.
- 1.19. "Sponsorship Materials" mean all materials and information, including, without limitation logos, artwork and advertising material, which the Organizer requires the Company to deliver to the Organizer for the Sponsorship.
- 1.20. "Unclaimed Property" means any and all tangible and intangible property of the Company of whatever nature that the Company has left at the Venue or otherwise left in the possession of the Organizer and which has not been claimed by the date the Organizer hands the Venue back to the Venue Owners following the completion of the Event. The Company hereby waives any and all right, title and interest in or to all Unclaimed Property, and authorizes Organizer to either retain or dispose of such Unclaimed Property in such manner as it deems appropriate in its sole discretion.
- 1.21. "Venue" means the venue or venues at which the Event takes place.
- 1.22. "Venue Owners" means the owners and/or managers of the Venue.

2. Order Form

The Agreement shall be binding upon the Parties once the Order Form is signed and returned to the Organizer and accepted in the manner set out in the Order Form.

3. Exhibition Services

- 3.1. Subject to the other terms and conditions of the Agreement and subject to the Company's compliance with the Exhibitors' Manual (which is incorporated by reference into these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship), the Organizer hereby shall provide to the Company the associated services included in the Exhibition Package, including the right to install the stands and exhibits in a designated Location to be erected in the Venue for the purposes of the Event. It is the Company's responsibility to access, familiarize itself and comply with the provisions of the Exhibitors' Manual.
- 3.2. The Organizer will indicate to the Company in advance of the Event where precisely the Location is in the Venue.
- 3.3. The Organizer reserves the right at any time to change the Location or size of the Location and the Organizer shall have no liability for such save for a refund to the Company of a prorated portion of the fees corresponding to any reduction in size of the Location.
- 3.4. The Organizer will grant access to the Location to the Company in advance of and after the Event to allow for construction and setting up and dismantling and removal of any exhibition stand. Timings of such are set out in the Exhibitors' Manual. However, at all times before, during and after the Event, the Organizer reserves the right (alongside any third parties reasonably required by the Organizer) to access, inspect and mandate changes to the Location and/or exhibition stand in order to ensure the effective administration and good-running of the Event in general. The Company will promptly action any request(s) made by the Organizer pursuant to this clause 3.4.
- 3.5. The Company agrees that where required by the Organizer, the Company shall at its own expense, arrange for build of a platform within its allocated Location to allow essential services to be routed to other areas of the Venue.

4. Sponsorship

- 4.1. Where Sponsorship is included as part of the Agreement, the Company shall be granted the rights applicable to the Sponsorship. The Company shall provide the Organizer with the Sponsorship Materials in good time before the Event as and when required by the Organizer, even where the Sponsorship Materials are to be provided directly by the Company at the Event.
- 4.2. The Organizer has the right to veto any Sponsorship Materials provided by the Company and to have the Company provide Sponsorship Materials, which are satisfactory to the Organizer.
- 4.3. The Company hereby grants to the Organizer a non-exclusive, worldwide, royalty-free license to reproduce (and have reproduced) the Sponsorship Materials in or on any media (physical, electronic or other form) and to distribute and exhibit (or have distributed and exhibited) the Sponsorship Materials in or on such media as is in accordance with the Sponsorship. Each type of reproduction of the Sponsorship Materials will be subject to the prior approval of the Company (such approval not to be unreasonably conditioned, delayed or withheld).
- 4.4. Where it is expressly agreed in writing in the Sponsorship that the Organizer grants to the Company a license to use the name, certain trade marks or logos of the Organizer, such license is on a non-exclusive basis and each use by the Company is subject to the prior written approval of the Organizer and any resulting goodwill will vest in the Organizer.
- 4.5. Unless otherwise expressly agreed in writing all Sponsorship is granted on a non-exclusive basis and the Organizer is free to have multiple sponsors for any particular activity or product.
- 4.6. Without prejudice to its other rights the Organizer reserves the right to make reasonable modifications to the specifications of any Sponsorship as it considers fit.

5. Advertising

- 5.1. Where included as part of the Agreement, Advertisements are subject to approval by the Organizer in its absolute discretion at any time prior to publishing. Omission shall be notified to the Company as soon as possible.
- 5.2. All Advertising sales are final. No refund shall be given. The Organizer shall not be liable for damages of any kind.
- 5.3. The Organizer shall in its absolute discretion have the ability to deliver a publication electronically.
- 5.4. The Company's artwork must be print-ready, unless prior arrangements have been made with the Organizer.
- 5.5. The Company must supply copy to the Organizer by the copy date. If the copy instructions are not received by the copy date, the Organizer may treat the Company as having cancelled. If the Organizer elects to place the Advertisement, no guarantee can be given that proofs will be supplied or corrections made.
- 5.6. The Company is solely responsible for any legal liability arising out of or related to the Advertisement and/or any material to which the users can link through the Advertisement. The Company represents and warrants that it holds the necessary rights to permit the use of the Advertisement and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy rights or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.

6. Payments

- 6.1. Payment of fees by the Company to the Organizer shall be in accordance with the terms set out in the Order Form (the "Payment Terms"). Where a purchase order is required, this must be made available by the Company to the Organizer in a timely manner so as to ensure payment is made in line with the Payment Terms. Any terms and conditions submitted by the Customer alongside a purchase order are void and of no effect. Where the Customer requires that the: (i) purchase order number needs to be included in the invoice; and/or (ii) date of the purchase order needs to be in advance of the invoice, then the Company shall provide the purchase order details up-front as the Organizer will not reissue invoices to accommodate these changes. Time is of the essence in respect of the Payment Terms.
- 6.2. In the event that the Company fails to make payment of any one or more of the fees in full by its respective due date then, without prejudice to any other rights the Organizer may have hereunder, interest shall accrue thereon for the period from the due date to the date of actual payment at a rate equal to the base lending rate from time to time of the Wall Street Journal prime, as in effect from time to time, plus five (5) percent.
- 6.3. Fees quoted by the Organizer are, unless otherwise expressly agreed in writing, exclusive of value added tax ("VAT") or any other applicable tax and the Company shall, in addition, pay to the Organizer any applicable VAT (or other tax) chargeable thereon at the then applicable rate.
- 6.4. The Company shall not disclose to any third party other than its professional advisers the fees agreed under the Agreement.
- 6.5. The number of Event passes to be provided to the Company is set forth in the Order Form and determined by Organizer according to the fees paid under the Order Form. The Company shall not be entitled to any Event passes unless and until the Company has paid in full all amounts due to the Organizer pursuant to the Order Form.
- 6.6. The Company is not permitted to sell Event passes. The Company shall further ensure that Event passes are only distributed to support its presence at the Event and all pass recipients should be complementary to that purpose.

7. Erection of Stands and Exhibits

- 7.1. Full dimensional drawings showing all constructional details and positions of exhibition stands, machinery and exhibits must be submitted to the Organizer, the Venue Owners and any competent authority in good time before the Event Date as set out in the Exhibitors' Manual.
- 7.2. The Company shall appoint a contractor acceptable to the Organizer (which may be the official stand contractor appointed by the Organizer for the Event) to carry out work to the stand in the Location for exhibition.
- 7.3. The Company shall ensure at all times that its contractors maintain adequate insurance with a reputable insurer for any loss or damage incurred by the Organizer, the Venue Owner or any third party in connection with the Event.
- 7.4. The Company's stand and exhibits will be subject to the approval of the Organizer both at planning stage and once constructed. The Company shall have its stand constructed by the date set out in the Exhibitors' Manual.
- 7.5. The Organizer may prevent work from being carried out by or on behalf of any company who has not submitted stand design drawings in accordance with clause 7.1.

8. Conduct of Exhibitors, Employees, Contractors, Agents and Visitors

- 8.1. Equipment for the display of film or video, photographic slides, amplifiers, flashing lights and neon signs may only be used by or on behalf of the Company in accordance with the applicable terms and conditions set out in the Exhibitors' Manual.
- 8.2. Competitions, lotteries, draws, games of chance or the like may only be held by the Company (whether at the Event or through the Sponsorship) in accordance with the applicable terms and conditions set out in the Exhibitors' Manual.
- 8.3. The Company is strictly prohibited from selling goods and services, for cash or otherwise, inside the Venue.
- 8.4. All efforts to advertise, promote sales and operate exhibits or Sponsorship by the Company must be conducted in such a way as not to cause any annoyance or inconvenience to other exhibitors or visitors and must only take place in the Location allotted for exhibition or as granted as part of the Sponsorship. The Company shall maintain its stand in a clean and tidy state for the duration of the Event and shall ensure its staff act and dress appropriately in line with the Event being a business gathering and professional networking opportunity. Any decisions by the Organizer pursuant to this clause 8.4 are made in its sole discretion and, in each case, the Organizer's decision shall be final and immediately binding on the Company.
- 8.5. The Company will not paste or otherwise affix or exhibit advertisements anywhere in the building except on its stand and/or where granted as part of the Sponsorship. The Company may distribute advertising matter only from its stand (which does not include the gangways) and only in relation to its own goods, save where specifically accepted in writing as part of the Sponsorship. The Company will not distribute, exhibit or advertise any third party materials, items or services at the Event, whether as part of its exhibition, Sponsorship or otherwise howsoever. The Company shall not exhibit, distribute or advertise as part of its exhibition or Sponsorship anything other than material within the general subject matter of the Event. The Organizer reserves the right to require any Company to remove any material or cease any activity at the Organizer's sole discretion.
- 8.6. The Company will ensure that the Company's stand and exhibits are open to view and staffed by competent representatives during the Event Hours, failing which the Organizer may at the Company's expense and in the Company's name arrange for this to be done or for the stand and exhibits to be removed or closed.
- 8.7. The Company will conduct business at the Event only from the Location or appointed Company lounge areas and hospitality/meeting rooms. The Company will not under any circumstances canvass other Companies or visitors elsewhere within the Venue. The Company will only be entitled to conduct social functions in public areas (i.e., outside of the Location) of the Venue with the prior written approval of the Organizer.
- 8.8. Suitcasing and Outboarding at the Event are strictly prohibited. "Suitcasing" occurs when companies or persons attend the Event as attendees but "work the aisles" soliciting business from other attendees and exhibitors. "Outboarding" occurs where companies set up events at a location other than the Event Venue that encourage attendees to leave the Event Venue. The Company shall not solicit, advise, inform, invite, suggest to or encourage an Event attendee to attend a location outside the Venue (i) during the Event and (ii) in the three (3) days before and after the Event. The Company shall not engage in or support Suitcasing or Outboarding (either directly or indirectly).
- 8.9. In the exercise of its rights and obligations under the Agreement the Company will not contravene, breach or infringe: (a) any law, regulation or guideline of any competent authority; (b) any rules, codes of conduct or terms and conditions issued by the Venue Owners; (c) the conditions of any licenses for the sale of tobacco, wine, beer or spirits or for music, dancing, video or film projection or other licenses held by the Venue Owners or the Organizer in relation to the Event; or (d) any third party intellectual property rights.
- 8.10. The Company will comply with the reasonable directions of the Organizer as to the exercise of the Company's rights hereunder as the Organizer sees fit in the interest of the good management of the Event.
- 8.11. Save where expressly stated to apply during only Event Hours the terms of this clause 8 apply before, after, and during the Event Hours.
- 8.12. The Organizer reserves the right at all times to require prior approval before any contractor, subcontractor or agent of the Company enters the venue and further shall have the right at all times to remove an employee, contractor, subcontractor or agent of the Company with no liability whatsoever where said employee, contractor, subcontractor or agent poses a threat to the health, safety or wellbeing of attendees at the Event.
- 8.13. No animals, except registered service animals, may be brought to the Event.
- 8.14. The Company, its agents, subcontractors, employees, and invitees will not engage in harassment or discrimination of any kind, and will at all times observe the GSMA Anti-Harassment Policy, available at <https://www.mwcbarcelona.com/legal/gsma-anti-harassment-policy>.
- 8.15. The Company shall not develop, facilitate, or host any program, free or paid, during the course of the Event, which competes with the GSMA MWC Tours Programme without the prior written permission of Organizer. Such permission may be withheld at the Organizer's sole discretion.
- 9. Fire and Safety Precautions**
- 9.1. The Company shall be responsible for observing any and all health and safety regulations of the Organizer, the Venue Owners and local authorities.
- 9.2. The Company shall ensure that any materials used for the building, decorating or covering of the stand or used in any Sponsorship shall be fireproof and will conform to the requirements of the fire regulations of the Organizer, Venue Owners and government or local authority regulations. The Company will not take or bring into the Event any explosive, inflammable, dangerous, harmful or illegal substance.
- 9.3. The Company will not display or place goods in such a manner as, in the opinion of the Organizer or the Venue Owners, to obstruct the open spaces or gangways of the Venue or to occasion inconvenience or hazard to the public or the Organizer, the Venue Owners or any other Company or otherwise to affect the display of any other Company. The Company will comply immediately with any direction given by the Organizer or Venue Owners in respect to this matter or in respect to fire or safety precautions. The Company will not engage in any activity which may jeopardize the safety of the Event, the Company's staff, other companies or their staff or those attending the Event or the Venue for any purpose.
- 10. Removal of Stand**
- 10.1. The Company will remove all of its fixtures, fittings, stand and other property from the Venue within the time specified in the Exhibitors' Manual or upon termination of the Agreement, whichever is earlier. Failure to do so in the time allotted may, at the Organizer's sole discretion, result in its removal by the Organizer and the Company will be liable for the costs of such. Company shall comply with all local laws and regulations in disposing of such fixtures, fittings, stand and other property. Any failure by Company to comply with this provision which results in out-of-pocket costs to the Organizer will be the responsibility of the Company. Any invoice for removal or disposal costs issued to Company by the Organizer will be payable in full immediately.
- 10.2. The Organizer will have no liability for loss or damage to such property during or after removal.
- 10.3. The Company is liable to the Organizer for the cost of making good, restoring or replacing all damage caused by it, its agents or contractors.
- 11. Occupation**
- The Company undertakes to Fully Occupy the Location by commencement of business on the Event Date. In the event that the Company fails to do so it shall be deemed to have cancelled its booking with less than 120 days' notice and shall be liable for the cancellation charges set out in clause 16.2.
- 12. Reduction of Occupancy Requirements**
- No later than 120 days prior to the Event Date, the Company may reduce its occupancy requirements by written notice to the Organizer sent by commercial courier. The Company will be liable to pay to the Organizer a cancellation charge in line with the scale set out in clause 16.2 applied pro rata to this reduction, and the Organizer may reallocate the part of the Location in question or move the Company to an alternative location in the Venue and reassign the originally allocated area to others.
- 13. Rights of Organizer and Venue Owners**
- 13.1. The Organizer may without liability to the Company rearrange or postpone the Event, substitute another venue for the Venue, substitute a Sponsorship package or make other reasonable changes to its deliverables under the Agreement, if, in the opinion of the Organizer, the commercial purpose of the Event and Sponsorship can be fulfilled by such rearrangement, postponement, substitution or changes.
- 13.2. The Organizer, the Venue Owners and their contractors and agents have the right to enter the Venue (including without limitation the Location) at any time for any purpose, including without limitation to execute works, repairs and alterations.
- 13.3. The Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification for the Company's stand as, in its discretion, it considers to be in the best interest of the Event, including without limitation, altering the size, shape or position of the Location. If the Location is thereby reduced, there shall be a pro rata reduction in the fees charged.
- 13.4. The Organizer and the Venue Owners reserve the right to refuse any person admission to the Venue and to cause to be removed any person from the Venue. The Organizer will issue official admission passes for visitors and none other shall be valid. The Company will be supplied with a limited number of passes which are intended to be distributed to the Company's employees or guests and which passes must be produced on request. Passes and tickets are only valid in the name of the person to whom they are issued or sold. The Company is prohibited from selling passes to the Event or exchanging passes issued by the Organizer for anything of value.
- 13.5. The Organizer reserves the right to reproduce the Company's name and stand number, directional and/or other signs within or to the Company's stand.
- 13.6. The Organizer and the Venue Owners may receive a commission from official and recommended suppliers to the Event.
- 14. Organizer's Publications or Other Media**
- 14.1. The Company will, on request from the Organizer, supply its logo and other materials and information required by the Organizer for publication or other media purposes relating to the Event, and subject to the foregoing, the Organizer shall be free to include such logo, materials, information and the Company's name in any such publication or media.
- 14.2. The Company shall ensure that all material and information provided to the Organizer or supplied directly by the Company during the Event (including but not limited to Sponsorship Materials) is both accurate and not offensive, abusive, indecent, defamatory, obscene or menacing in any way.
- 14.3. The Company hereby grants to the Organizer a non-exclusive, royalty-free, worldwide license to reproduce, exhibit, distribute and use (and have reproduced, exhibited, distributed and used) the Company's name, logo and any material or information provided by the Company, as required by the Organizer in connection with the Event. The Organizer shall comply with any reasonable brand guidelines provided to it by Company.
- 14.4. The Company warrants and represents that the Organizer's and its contractors' exercise of its license under clauses 4.3 and 14.3 does not and will not infringe the intellectual property rights of any third party.
- 14.5. To the extent that the Company's name, logo and other material or information provided by the Company appears in media, material or information created during the Event, the license under clauses 14.1 and 14.3 shall survive expiration of the Agreement in connection with such website, materials or information.
- 14.6. The Company 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 Organizer may at its discretion continue to use the name, logo or any other material or information provided by the Company after termination of the Agreement, where the time and/or cost does not allow the Organizer to remove, delete or cover over such name, logo or other material or information.
- 14.7. Other than as part of Sponsorship the Organizer is under no obligation to use the Company's name, logo or information or materials in any way whatsoever.
- 14.8. The Event is organized by or on behalf of the Organizer and the Organizer therefore owns goodwill and reputation in the Event. The Organizer, or a related company, is also the owner of the trade marks used in relation to the Event including, but not limited to GSMA, MOBILE WORLD CONGRESS, MWC BARCELONA, MWC SHANGHAI, MWC LAS VEGAS, MWC AFRICA, MOBILE WORLD CONGRESS SHANGHAI, MOBILE WORLD CONGRESS AMERICAS, MWC, MWCS, MWCA, MWCLV, 4YFN, YOMO, GLOMO AWARDS, MOBILE 360 SERIES, M360, XSIDE and MOBILE WORLD LIVE.
- 14.9. Save as expressly provided for by the Organizer in the Exhibitors' Manual, the Company agrees: (a) not to bring into the Venue any recording equipment (such as photographic, audio, video or any other form of audio-visual device) for any purpose other than a private non-commercial purpose. Any recording equipment brought in, or used, other than for private non-commercial purposes may be confiscated by the Organizer and any recordings made destroyed; (b) not, whilst at the Event, to make any recording whatsoever or take any photographs for any purpose whatsoever of speakers, exhibitors or their material; and (c) not to publish, license or in any way disseminate any recordings made or photographs taken within the Venue of any persons or material, or enable others to do so. Any breach of the Organizer's regulations may lead to eviction of the offending party from the Venue and not allowed re-entry to the Event or any future Events organized by or on behalf of the Organizer.
- 14.10. Unless otherwise agreed, neither Party shall provide the other with any confidential information under the Agreement.
- 15. Assignment**
- The Agreement and the rights granted to the Company under clause 3.1 are personal to the Company. The Company may not assign, transfer, part with, share or grant any sub-license in respect of the whole or part of the Exhibition Package or Sponsorship or any other rights or obligations under the Agreement save with the prior written consent of the Organizer. The Agreement may be assigned (or otherwise transferred) by the Organizer at any time during the Term of the Agreement upon written notice to the Company.
- 16. Term and Termination**
- 16.1. The Term of the Agreement is from the date of acceptance of the Order Form by the Organizer in accordance with clause 2 above until one (1) month after close of the Event unless terminated in accordance with the provisions below.
- 16.2. The Company may terminate the Agreement in its entirety or solely in relation to any individual element at any time before the Event Date upon written notice to the Organizer in the manner specified in clause 21.2. However, upon such termination the Company shall be liable to pay to the Organizer the following cancellation charges:
 - Termination more than 240 days prior to the Event Date, fifty percent (50%) of the total cost of the Exhibition Package, Advertising and/or Sponsorship cancelled;

- Termination between 120 and 240 days prior to the Event Date, eighty percent (80%) of the total cost of the Exhibition Package, Advertising and/or Sponsorship cancelled; and
- Termination less than 120 days prior to the Event Date, one hundred percent (100%) of the total cost of the Exhibition Package, Advertising and/or Sponsorship cancelled.

The Parties agree that actual damages in event of cancellation by the Company are difficult to calculate accurately and not reasonably determinable at the time of execution of the Order Form. Therefore, the Company agrees that the cancellation charges above constitute liquidated damages, which are a reasonable forecast of just compensation to the Organizer in the event of cancellation by the Company. Furthermore, the Company agrees that the Organizer has no duty to mitigate in the event of cancellation by the Company. Finally, the Organizer shall be liable to refund any sums already paid by the Company in respect of such Exhibition Package or Sponsorship, which are in excess of such cancellation charges, save for administration fees, which are non-refundable.

- 16.3. The Organizer may terminate the Agreement upon written notice to the Company if: (a) the Company fails to make payment in full of any of the fees due to the Organizer by the respective due date; (b) the Company is in breach of any other term of the Agreement; (c) the Company becomes bankrupt or insolvent; (d) the Company has a receiver appointed over any part of its assets or undertakings; or (e) a resolution is passed or a petition is presented for the winding up of the Company. Upon such termination the Company shall be liable to pay to the Organizer the cancellation charges set out in clause 16.2, which remedy shall be without prejudice to any other remedy the Organizer may have.
- 16.4. The Organizer may terminate the Agreement for any other reason than as stated in clause 16.3 at any time before the Event Date upon written notice to the Company provided that it refunds all fees paid by the Company to the Organizer.
- 16.5. Upon the occurrence of any event in 16.3(a) to (e), without prejudice to any other rights it may have (including but not limited to the right to terminate the Agreement), the Organizer may: (a) occupy the Location; (b) remove and exclude the Company from the Location and the Event; (c) require the Company to close their exhibit and/or withdraw all authorities for representatives of the Company to attend the Event; (d) remove, delete, or cover over any Sponsorship Materials; (e) resell advertising rights; or (f) relicense the Location and the Sponsorship as it shall think fit.
- 16.6. Clauses 1; 3.3; 5.6; 6.1-6.3 (insofar as any fees remain to be paid); 6.4; 10; 14.1, 14.3, 14.4, 14.5, 14.6, 16.2-16.6, 17, 18, 19.2, 20 and 21 shall survive termination or expiration of the Agreement.
- 17. Indemnity**
- 17.1. The Organizer shall indemnify the Company and keep the Company fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Organizer, its employees, agents or subcontractors.
- 17.2. The Company shall indemnify the Organizer and keep the Organizer fully and effectively indemnified against all claims, liabilities, damages, losses, fines and expenses, including but not limited to reasonable legal costs, resulting from or in connection with any: (a) claim against the Organizer or its contractors alleging that the Organizer's or its Contractors' dealings with materials or information provided by the Company to the Organizer (including but not limited to Sponsorship Material) infringe any third party's proprietary or intellectual property rights; (b) loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Company, its employees, agents, sub-contractors or invitees; and (c) breach of the Company's obligations under Clause 20.
- 18. Exclusion and Limitation of Liability**
- 18.1. The Organizer will use its reasonable endeavors to ensure that services provided for the Event or Sponsorship are supplied.
- 18.2. The Organizer takes no responsibility for the acts or omissions of any supplier of products or services recommended by the Organizer to Event exhibitors (including without limitation the Company) or appointed by the Organizer as suppliers (exclusive or otherwise) to the Event exhibitors (including without limitation the Company) or for inaccurate copy instructions. Organizer shall have no liability to the Company for any loss or damage it may suffer as a result of any act or omission of such suppliers.
- 18.3. The Organizer shall not in any event be liable to the Company for any loss or damage it may suffer as a result of omissions, misquotations or other errors by the Organizer, which may occur in any form of publication or other media.
- 18.4. The Organizer shall have no liability for any loss or damage suffered by the Company as a result of the exercise by the Organizer of its rights hereunder.
- 18.5. Nothing in the Agreement excludes or limits either the Organizer's or the Company's liability for any liability that may not be excluded or limited by applicable law.
- 18.6. Subject to clause 18.5, save in the case of any indemnities and except as expressly provided in clause 16.2, neither Party shall be liable to the other Party for any incidental, consequential, indirect or special damages of any kind or for loss of profits or revenue or loss of business whether arising from negligence, breach of the Agreement or howsoever caused, whether or not the other Party was advised of the possibility of such damage.
- 18.7. Subject to clause 18.5 and save in the case of any indemnities, in no event shall the: (i) Organizer's liability in aggregate under the Agreement exceed the amount actually paid to the Organizer pursuant to the Order Form (regardless of whether such monies are returned via a refund or damages payment); and (ii) Company's liability in aggregate under the Agreement exceed an amount equivalent to the fees paid and payable under the Order Form.
- 18.8. Except as expressly set forth in the Agreement, neither Party makes any additional warranties, express or implied, including in particular any warranties of merchantability and fitness for a particular purpose.
- 18.9. Each Party acknowledges that the exclusions and limitations of liability hereunder are part of the consideration for the level of fees charged.
- 19. Insurance**
- 19.1. Subject to receipt of all payments due to the Organizer from the Company hereunder, and specifically, payment of the applicable administration fee, the Organizer will take out and maintain for the Event a contract of insurance providing cover to the Company in accordance with the attached summary of terms. The administration fee includes the Organizer taking out and maintaining this insurance cover, but the Organizer does not provide advice concerning this insurance cover and it is for the Company to decide if it is adequate.
- 19.2. If loss occurs which may give rise to a claim under such insurance cover, the Organizer shall notify its insurer within seven (7) days of receipt from the Company of written notification of the claim completed by the Company in the standard form provided in the Exhibitors' Manual. The Company must submit the completed claim form promptly following a loss. The Company shall provide any information as may be requested by the Organizer's insurer, and the Organizer shall send to the Company copies of any correspondence with the insurer in relation to the claim. In the event that a claim is made by the Organizer under its insurance cover, the Organizer shall pay or arrange to pay that part of any proceeds of the claim that relate to the loss of the Company over to the Company. Whilst the Organizer agrees to notify its insurer of the claim, it is under no obligation to commence legal proceedings or threaten the same in relation to any such claim. The Company shall exercise due diligence and best endeavors relating to a claim both before and after a loss and in any event must take all reasonable precautions to prevent injury, loss or damage.
- 19.3. Notwithstanding clause 19.1 above, the Company must at first instance take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity of not less than two million pounds sterling (£2,000,000) or its equivalent. The Company must also take out and maintain at all times, Employers Liability or Workers Compensation insurance that is deemed to be of a good standard by the insurance market within which the Company is domiciled. The Organizer shall be entitled to inspect certificates of insurance upon request.
- 19.4. For any purchases in the Order Form associated with the Mobile 360 Series, Clauses 19.1 and 19.2 will not apply. In such case, the Company is still required to hold the insurance required in Clause 19.3.
- 20. Privacy and Data Protection**
- 20.1. Each Party shall comply with Applicable Data Protection Law. In no circumstances will the Organizer sell personal data to anyone or grant the Company any rights in respect of the same.
- 20.2. The Organizer may collect and store contact information of representatives, employees and agents of the Company in order to manage its commercial relationship and contact the Company. In this case, the Organizer is a controller (within the meaning of Applicable Data Protection Laws). Any such personal data as contemplated under this clause 20.2 shall be processed in accordance with the privacy notice at <https://www.gsma.com/aboutus/legal/privacy>.
- 20.3. If at any time the Company's employees or agents would like to contact the Organizer with their views about the Organizer's privacy practices, with any enquiry relating to their personal data, or if an individual does not wish the Organizer to continue using their personal data as outlined above (to the extent the Organizer relies on either consent or legitimate business interest as the lawful basis to process the personal data), the individual may do so by sending an e-mail to dataprivacy@gsma.com or writing to Data Privacy - Legal, GSMA, Floor 2, 1 Angel Lane London EC4R 3AB, United Kingdom.
- 20.4. The Company will provide its employees and agents with the information about the Organizer's Privacy Policy and practices as described in this clause 20, and will obtain or has obtained the appropriate consents from its employees and agents for the Organizer to use the individuals' personal data as set out in these Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship, where required.
- 20.5. Where stated in the Order Form, the Organizer may share personal data about attendees of the Event to the Company, in particular, attendees of any particular sessions run or facilitated by the Company at the Event. Attendee personal data is limited to the following categories of personal data: full name; email address; business address, badge details (**Shared Data**). Where the Organizer discloses any Shared Data, the Parties agree that each Party shall be a separate Controller. Shared Data is only disclosed by the Organizer to the Company to enable the Company to contact the attendee only and solely in respect of the Event, including registration and attendance to any particular session run or facilitated by the Company, and proportionate and reasonable post-Event engagement (**Purpose Limitation**). The Company agrees that it is the responsibility of the Company to ensure that it has all necessary consents and processing notices to ensure that it complies with Applicable Data Protection Laws for any processing activities outside the Purpose Limitation (i.e. for direct marketing).
- 20.6. The Company shall ensure that it complies with Applicable Data Protection Law in processing any Shared Data including ensuring that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Data.
- 20.7. The Parties agree that when the transfer of Shared Data from the Organizer to the Company is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses (SCCs) as follows:
- (a) in relation to Shared Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows: (i) Module One will apply; (ii) in Clause 7, the optional docking clause will apply; (iii) in Clause 11, the optional language will not apply; (iv) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Spanish law; (v) in Clause 18(b), disputes shall be resolved before the courts of Spain; (vi) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship; and (vii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship; and
- (b) in relation to Shared Data that is protected by the UK GDPR, 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 the EU SCCs, completed as set out above in this clause 20.7 shall also apply to transfers of such Shared Data, subject to clause 20.8 below.
- 20.8. The UK Addendum and the EU SCCs shall be deemed executed between the Organizer and the Company, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of the Shared Data.
- 20.9. Where the Parties are no longer permitted to rely on the UK Addendum and the EU SCCs to effect a compliant Restricted Transfer, then the Organizer and the Company shall cooperate in good faith to implement appropriate safeguards for transfers of such Shared Data as required or permitted by the UK GDPR without undue delay.
- 20.10. In the event that any provision of these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship contradicts, directly or indirectly, the Standard Contractual Clauses and/or the UK Addendum, the Standard Contractual Clauses and/or the UK Addendum shall prevail.
- 21. General**
- 21.1. The Organizer and the Company are and at all times shall be and remain independent contractors as to each other, and at no time shall either be deemed to be the agent of the other, and no joint venture, partnership, agency or other relationship shall be created or implied under the Agreement.
- 21.2. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out in the Order Form or such other address as the recipient may designate by notice given in accordance with the provisions of this clause 21.2. Any such notice, other than those expressly required to be sent by way of commercial courier, shall be delivered by hand or sent by commercial courier and shall be deemed to have been served when delivered if by hand or forty-eight (48) hours after dispatch, if sent by commercial courier.
- 21.3. The Company shall ensure that its contractors act in accordance with the obligations of the Company hereunder and the Company shall be liable for any non-compliance by its contractors.
- 21.4. Each Party shall comply with all applicable laws including but not limited to health and safety regulations, applicable trade sanctions and exports laws and anti-bribery, anti-money laundering and anti-slavery legislation.
- 21.5. The Company shall comply with the Event rules and regulations contained in the Exhibitors' Manual.
- 21.6. The paragraph headings in this Agreement are solely for convenience and shall not be considered in its interpretation.
- 21.7. The Agreement contains the entire understanding and agreement of the Parties with respect to the matters contained herein and supersedes any prior or contemporaneous understandings, representations or agreements, whether written or oral, between the Parties with respect to such matters. Any standard terms submitted by the Company (including without limitation any terms of its purchase order) are of no effect between the Parties. The Agreement may not be modified or amended except by writing signed by an authorized representative of each of the Parties.

- 21.8. The failure of a Party at any time to require performance by another Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by a Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 21.9. If any term, provision, covenant or condition of the Agreement is held invalid or unenforceable for any reason, the Parties agree that such invalidity shall not affect the validity of the remaining provisions of the Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.
- 21.10. The Organizer shall not be liable to the Company for any losses, costs, damages or expenses (whether incurred under contract, tort or otherwise) suffered or incurred as a direct or indirect result of an event beyond the control of the Organizer, including without limitation, any act of God, disease or epidemic, strike, lock-out, industrial disturbance, failure of suppliers, act of public enemy, war, labor dispute, terrorist act, blockade, riot, civil commotion, public demonstration or governmental or local authority restraint nor shall the Organizer be liable to refund any fees.
- 21.11. The Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of England. The Parties agree to submit to the exclusive jurisdiction of the English courts. Notwithstanding, the Parties also agree that the Organizer may institute proceedings relating to any dispute or controversy with respect to the collection of the fees hereunder in any court of competent jurisdiction located in the country of the Company's address, as reflected on the Order Form. If at any time, for any reason, the Company is unable to pay the fees hereunder when due, and in the event it becomes necessary for the Organizer to incur collection costs or institute suit to collect any amount due under the Agreement or any portion thereof, the Company agrees to pay such additional collection costs, charges and expenses. These costs may include reasonable attorney's fees.

SUMMARY OF EXHIBITION INSURANCE COVERAGE

Section A: **Loss of costs, expenses, or commitments caused by Cancellation, Abandonment, Postponement, Curtailment of the Event beyond the control of Company or the Organizer** **£10,000**

Losses resulting solely and directly in consequence of the Cancellation, Abandonment, Postponement or Curtailment in whole or in part of the Event including the inability of the Company to open or keep open the exhibition stand or Location due to any physical loss or damage occurring to the Venue or the exhibitions whilst contained therein.

Section B: **Physical Damage** **£20,000**

Direct physical loss or damage occurring during the Event including exhibits, display material, furniture, and all other property (excluding personal effects) whilst contained within the Venue.

Section C: **"Contingent Liabilities"** **£2,000,000**
Public Liability Indemnity Limit

Indemnity in respect of sums which the Company shall become legally liable to pay arising from Personal Injury and Property Damage provided always that such liability arises out of an occurrence and in the course of the Event.

This coverage applies only on a contingency basis in excess of any other policy covering a public liability claim. It is a condition precedent to liability of the Insurer to make any payment under this section that exhibitors shall have in force their own Public liability insurance for the duration of the Exhibition/conference and during periods required before and after such use for setting up, breaking down, rehearsals, sound checks and any other preparation.

Such Public Liability insurance must have a limit of indemnity which is not less than the Limit provided under this cover.

General and Deductibles. The Limits of Indemnity quoted above are the maximum sums payable under each section per stand, per event. The deductibles are as follows:

Section A:	Any one loss or series of losses arising out of one occurrence	Nil
Section B:	Any one loss or series of losses arising out of one occurrence	£250
Section C:	Any one loss or series of losses arising out of one occurrence	£250

Principal Exclusions. The policy will exclude any loss caused by or resulting directly or indirectly from any of the following:

- a) War, civil war, invasion, acts of foreign enemies, revolution, sabotage, confiscation, nationalization, order of any Government, Public or Local Authority, radioactive contamination, sonic boom.
- b) War or Terrorism including any threat (actual or perceived) or fear of such acts or any anxiety, grief, shock, mourning or diminished interest in the Event arising as a consequence of such acts.
- c) Loss or Damage to property in the open by theft or weather conditions.
- d) Financial loss including loss of money and consequential loss except as defined in Section A.
- e) Fluctuation of temperature as a result of the deliberate act of a supply authority.
- f) Electrical or mechanical breakdown or derangement.
- g) Injury to employees.
- h) Motor vehicles and Mechanical plant not used for display purposes.
- i) Theft of property in transit contained in vehicles when left unattended at night unless the vehicle is contained in a locked garage or compound and during the day unless all doors, windows and openings are closed and locked.
- j) Theft of goods or property from the exhibition venue whilst such goods or property are left unattended and occurring during such hours as the exhibition venue is open to visitors as defined or advised by the organizers for the insured event.
- k) Losses caused by or arising directly or indirectly from, or in any way associated with, Severe Acute Respiratory Syndrome (SARS) and its sequelae.
- l) Any loss directly or indirectly caused by or arising from or contributed to by any outbreak of foot and mouth disease.
- m) Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, arising out of, contributed to by, resulting from or in connection with any communicable disease which leads to: i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or ii) any travel advisory or warning being issued by a national or international body or agency; and in respect of i) or ii) any fear or threat thereof (whether actual or perceived).
- n) Any Public Liability claim in any way involving Asbestos.
- o) Failure of Computer Equipment to correctly recognize any date or time.
- p) National Mourning whether declared or not.

This summary is subject in all respects to the express terms of the insurance policy that Organizer has purchased, a copy of which will be made available on written request.

Annex I
Data Processing Description

This Annex I forms part of the Agreement and describes the processing in respect of the Controller to Controller data transfer described in clause 20.5 of the Standard Terms and Conditions for Exhibition, Advertising and Sponsorship:

A. LIST OF PARTIES

Controller(s) / Data exporter(s): *[Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.	Name:	See Order Form.
	Address:	See Order Form.
	Contact person's name, position and contact details:	See Order Form.
	Activities relevant to the data transferred under these Clauses:	Performance of services as specified under the Agreement and in particular the Purpose Limitation (clause 20.5 of the Standard Terms and Conditions for Exhibition, Advertising and Sponsorship).
	Signature and date:	See Order Form.
	Role (controller/processor):	Controller.

Processor(s) / Data importer(s): *[Identity and contact details of the processor(s) /data importer(s), including any contact person with responsibility for data protection]*

1.	Name:	See Order Form.
	Address:	See Order Form.
	Contact person's name, position and contact details:	See Order Form.
	Activities relevant to the data transferred under these Clauses:	Performance of services as specified under the Agreement and in particular the Purpose Limitation.
	Signature and date:	See Order Form.
	Role (controller/processor):	Controller.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Attendee Data (i.e. the Shared Data as defined in clause 20.5 of the Standard Terms and Conditions for Exhibition, Advertising and Sponsorship).
Categories of personal data transferred:	Full name; email address; business address; badge details.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	Not applicable.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	One-off transfer.
Nature of the processing:	See Purpose Limitation in clause 20.5 of the Standard Terms and Conditions for Exhibition, Advertising and Sponsorship.
Purpose(s) of the data transfer and further processing:	See Purpose Limitation in clause 20.5 of the Standard Terms and Conditions for Exhibition, Advertising and Sponsorship.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Company shall delete the Shared Data without undue delay on the basis that consent is not obtained from the Data Subject in relation any processing outside of the Permitted Purpose.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Not applicable.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	Information Commissioner's Office; Agencia Española de Protección de Datos.
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Annex II
Technical and Organisational
Security Measures

Description of the technical and organisational measures implemented by the processor(s) / data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Description
Measures of pseudonymisation and encryption of personal data	Company warrants and represents that the Measures are in place and shall remain in place for the duration of the processing.
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 certification/assurance of processes and products	
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	