

Edge Global Media Ltd Partnership

Agreement Terms & Conditions

1. DEFINITIONS

'Company' and 'we' 'us' or 'our' means Edge Global Media Ltd (EGMG) or its designated representative(s).

'Partner' and 'you' or 'your' means entity responsible for the commissioning of and payment pursuant to the Partnership Agreement

'Partner Representative' includes any person(s) who have been appointed as the point of contact from the Partner.

'Event' is the generic term used for any event produced by the Company including the specific event identified in the applicable Partnership Agreement.

'Content' is the generic term used for any content produced or promoted by the Company.

'Inventory' is the generic term used for any Event, content or promotional items which have been outlined in the Agreement.

'Location' refers to the location where the event is being held.

'Agreement' means these terms and conditions, the applicable Partnership Agreement, and document within which is the Inventory schedule.

'Company Marks' includes any company or event logos, documentation or trademarks

'Partner Marks' includes any Partner logos, documentation or trademarks.

'Partnership Agreement' means the partnership agreement ordering document outlining the Inventory and setting out the Partnership Fee.

'Force Majeure' means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, act of God, war, riot, epidemics, pandemics, compliance with any law or governmental order, rule, regulation or direction, flood or storm, save that strike or lockout of the party's own staff shall not entitle them to claim that to be a force majeure event.

2. GRANT OF RIGHTS

We grant to you:

2.1 The Partner Benefits (as defined as "Benefits" in the Agreement); and

2.1.2 A non-transferable, non-exclusive, royalty-free licence to use the "Company Marks" provided to you in accordance with clause 4.3 solely to promote your partnership of the Inventory;

During the Term (as defined at clause 8.1) and in accordance with the terms of this Agreement.

2.2 You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trademarks (the "Partner Marks") provided to us in accordance with clause 3.3:

2.2.1 During the Term to promote and exploit the Inventory; and

2.2.2 If the Agreement includes an Event; for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

2.3 In the event that you change the Partner Marks at any time during the Term, you agree that we shall not be obliged to make any consequential changes to materials that include the

Partner Marks produced by us or on our behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

- 2.4 If for any reason, we are unable to deliver any of the Partner Benefits, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Inventory to an equivalent value of the relevant Partner Benefits without any liability to you.
- 2.5 You acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Partner Benefits).
- 2.6 You shall promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Inventory and its promotion;
 - 2.6.1 Including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held.
- 2.7 We shall not be responsible for any failure or delay in providing any of the Partner Benefits where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.

3. YOUR OBLIGATIONS

- 3.1 You undertake to support the Inventory through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Inventory.
- 3.2 You undertake to ensure your personnel exercise the Partner Benefits in accordance with the terms of this Agreement.
- 3.3 You shall, within seven days of signature of this Agreement by both parties, supply us with examples of the Partner Marks in a suitable format.
- 3.4 You undertake that any Client Literature will:
 - 3.4.1 Subject to section 4.3, comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Inventory;
 - 3.4.2 Comply with any reasonable instructions or directions issued by or on behalf of us;
 - 3.4.3 Subject to section 4.3, Not contravene any applicable law, infringe the rights of any third party or contain any knowingly inaccuracies of fact.
- 3.5 You shall not knowingly do, or omit to do, (and you shall procure that none of your employees, agents or contractors shall knowingly do, or omit to do) anything which may: (i) bring the Inventory or the other party into disrepute; (ii) disparage the Inventory or us; (iii) damage our goodwill associated with the Inventory; or (iv) be otherwise prejudicial to the image and/or reputation of the Inventory or us.
- 3.6 For the avoidance of doubt it shall be your responsibility to take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or any Event or Inventory.
- 3.7 You shall comply with all relevant laws and regulations which may apply in relation to your involvement in the Inventory.

4 OUR OBLIGATIONS

- 4.1 We shall provide the Partner Benefits and organise the Inventory using reasonable skill and care and will consult with the Partner Representative (as set out on the Agreement) on aspects

of the Inventory where appropriate to do so.

- 4.2 The Partner Benefits are personal to you and we are not obliged to provide the Partner Benefits (or any part of them) to any other entity or person.
- 4.3 We shall, in reasonable time within signature of this Agreement by both parties, supply you with examples of the Company Marks in a suitable format.
- 4.4 We undertake to support the Inventory through appropriate marketing and promotional channels and to collaborate with you on any appropriate joint marketing or promotional projects relating to the Inventory.
- 4.5 We shall not knowingly do, or omit to do, (and we shall procure that none of our employees, agents or contractors shall knowingly do, or omit to do) anything which may: (i) bring the Inventory or you into disrepute; (ii) disparage the Inventory or you; (iii) damage your goodwill; or (iv) be otherwise prejudicial to the image and/or reputation of you.
- 4.6 We shall comply with all relevant laws and regulations which may apply in relation to your involvement in the Inventory.

5 PARTNERSHIP FEE

- 5.1 In consideration of us providing the Partner Benefits, you shall pay to us the Partnership Fee in accordance with the Agreement.
- 5.2 If the Partnership Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Partner Benefits. Where the Agreement outlines Partnership with an Event, for the avoidance of doubt, you shall not be permitted entry to the Event unless full payment has been received by us.
- 5.3 In certain instances, particularly where the Event is more than three months from fruition, a deposit of 50% will be required to secure the booking.
- 5.4 The Partnership Fee is payable as determined in the Partnership Agreement.
- 5.5 Without prejudice to any other rights and remedies available to us if payment is not made in accordance with Claus 5.1, an 8% interest rate above NatWest Plc's base rate will accrue on the overdue balances (including any period after the date of any judgement or decree against the Customer). In addition, late payment administration charges of £100 plus VAT will apply. The above is calculated upon the basis set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 5.6 The Partnership Fee is exclusive of any applicable sales tax (including but not limited to, VAT) which shall be paid by you at the rate in force.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The parties acknowledge as follows:
 - 6.1.1 All intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in the Partner Marks shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Partner Marks; and

- 6.1.2 All intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in the Company Marks shall be solely and exclusively owned by us, together with any goodwill therein, and you shall not acquire any rights in the Company Marks.
- 6.2 All intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in or arising out of or in connection with the Inventory (including but not limited to any rights accruing in the Company Marks) shall be owned by us but always without prejudice to clause 6.1.1.
- 6.3 Each party shall indemnify the other party and keep the other party indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities to the extent that such arise out of a third party claim that its use of the other party's intellectual property rights in accordance with the Agreement (including without limitation the Partner Marks and Company Marks) infringes any intellectual property rights (including, but not limited to, copyright, trademarks and design rights) of any third party..
- 6.4 Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks.
- 6.5 You agree that you shall not use the Company Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the partnership outlined in the Agreement), or that we endorse any part of your business, trading name or style.
- 6.6 If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property rights (including, but not limited to, copyright, trademarks and design rights), then it shall promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.

7 CANCELLATION, POSTPONEMENT & FORCE MAJEURE

- 7.1 The Company shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the Inventory, may have an adverse effect on the commercial success of the Inventory)
- 7.2 The Company shall give written notice to the Partner of its of its need to cancel, postpone, reschedule or substantially change the Event, Partner Benefits or Inventory for any reason, as soon as reasonably practicable, and upon receipt of such notice the Partner shall be entitled to:
- 7.2.1 In the case of cancellation, terminate this agreement and to the extent that any Partner Benefits have not been received (or only a proportion of a Partner Benefit has been received) at the date of such termination, obtain a refund of such proportion of Partnership Fees as both parties may reasonably calculate; or
- 7.2.2 Elect to apply the Partnership Fee (whether or not paid) to another inventory, provided that the date of such inventory is less than 12 months from the date of such cancellation; or
- 7.2.3 Where the new inventory is more than 12 months from the original Event date, the Partner may terminate this Agreement and to the extent that any Partner Benefits have not been received (or only a proportion of a Partner Benefit has been received) at the date of such termination notice, obtain a refund of such proportion

of the Partnership Fees as both parties may reasonably calculate.

For the avoidance of doubt, where the Partner elects to apply the Partnership Fee to another inventory item, the company is under no obligation to provide the same Partner Benefits for the same Partnership Fee.

- 7.3 The Company shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure in performing our obligations under this Agreement for commercial reasons including but not limited to clause 2.6, limited only to an Agreement that includes a Specialist Sole Partner Event (Breakfast, Dinner or Webinar) or where your agreement entails a speaking slot at agreed Event(s):

7.2.1 The Company shall give written warning to the Partner, to be sent by email, within a reasonable timeframe to rectify any further delays. Should there be no rectifiable outcome the Company has the discretion to postpone the Event detailed in the Agreement, at a reasonable cost calculated by The Company for costs already incurred and loss of profits or; cancel the Event in its entirety with no refund due to the Partner.

8 TERM AND TERMINATION

- 8.1 This Agreement shall take effect on the date that you sign the Agreement and shall continue until completion of the Inventory and Partner Benefits, unless terminated early in accordance with its terms.
- 8.2 Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:
- 8.2.1 Has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within 14 days of being required to do so by written notice; or
- 8.2.2 Ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.
- 8.3 Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.
- 8.4 Upon termination of this Agreement by us in accordance with this clause 8, all outstanding sums owing to us at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before you have received all the Partner Benefits, we shall charge you such proportion of the Partnership Fee (calculated in good faith) as is reasonable to reflect the value of the Partner Benefits received by you prior to the date of termination.
- 8.5 Upon expiry or termination of this Agreement, the parties agree that:
- 8.5.1 Our obligations to provide any further Partner Benefits shall cease; and
- 8.5.2 Any licences granted pursuant to this Agreement shall immediately cease; and
- 8.5.3 You shall destroy any Partner Literature and remove the Company Marks from any other materials in your possession.

9 LIMITATION OF LIABILITY

- 9.1 Subject to clause 9.3, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Inventory, shall be limited to the Partnership Fee paid by you.
- 9.2 Subject to clause 9.3, we shall not be liable to you for: (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
- 9.3 Nothing in this Agreement shall limit or exclude a party's liability for:
 - 9.3.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 9.3.2 Fraud or fraudulent misrepresentation; or
 - 9.3.3 Any other liability which cannot be limited or excluded by applicable law.

10 CONFIDENTIALITY

- 10.1 Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature (which shall include details of the Partnership Fee) and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.
- 10.2 Each party shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and (ii) to the extent that such confidential information is required to be disclosed by law.

11 ANTI-BRIBERY

Both parties warrant that they shall:

- 11.1 Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 11.1.1 Comply with such of our anti-bribery and anti-corruption policies as are notified to you from time-to-time; and
 - 11.1.2 Promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Agreement.
- 11.3 Breach of this clause 11 shall be deemed a material breach of this Agreement.

12 GENERAL

- 12.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

- 12.2 Either party may not assign, sub-licence or otherwise transfer any of your rights or obligations under this Agreement without our prior written Agreement.
- 12.3 Notices shall be sent by email, to the other party at the address appearing on the Agreement (or such other address as that party shall notify in writing to the other from time to time). In the absence of proof of non-delivery, notices are deemed received the same working day as being sent.
- 12.4 This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.
- 12.5 This Agreement and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.