

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 the 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 Partnership Agreement and Inventory Schedule.

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

'Agreement' means these terms and conditions, the applicable Partnership Agreement, and any document within which the Inventory Schedule is set out.

'Inventory Schedule' means the schedule of deliverables, benefits or Inventory set out in the applicable Partnership Agreement or otherwise agreed in writing.

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

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

'Client Literature' means any marketing, promotional or other materials or communications produced or published by or on behalf of the Partner which relate to the Inventory, including any references to the Company, any Event, or the Partner Benefits.

'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 the affected party to claim that such strike or lockout is a Force Majeure event.

2. GRANT OF RIGHTS

We grant to you:

- 2.1 The Partner Benefits (defined as “Benefits” in the Partnership Agreement); and
 - 2.1.1 A non-transferable, non-exclusive, royalty-free licence to use the Company Marks provided to you in accordance with clause 4.4 solely to promote your partnership in connection with 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 we are unable to deliver any Partner Benefit, we will notify you as soon as reasonably practicable. We may substitute a materially similar benefit of reasonably equivalent value. Where the substituted benefit is not reasonably acceptable to you, acting reasonably, your remedy shall be as set out in clause 7.2.
- 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 This includes, 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.
- 2.8 The Partner Benefits and Inventory to be provided are only those expressly set out in the Partnership Agreement and Inventory Schedule, or otherwise confirmed in writing by us. Any partnership deck, proposal, or sales material is indicative only and does not form part of this Agreement unless expressly incorporated into the Partnership Agreement.
- 2.9 The Partner shall provide all information, materials, approvals and assets reasonably required for delivery of the Partner Benefits (including logos, copy, speaker details, brand guidelines, and any compliance statements) promptly following signature and, in any event, by any deadline we notify.
- 2.10 If the Partner fails to provide required assets or approvals by the notified deadline, we may, at our discretion:
- (a) deliver the relevant Partner Benefit using the most recent assets we hold; or
 - (b) omit or reschedule the relevant Partner Benefit. Where non delivery of the relevant partner benefit is caused by the Partner's delay or failure, no refund is due in respect of that benefit.
- 2.11 Where a Partner Benefit includes a scheduled activity (including an email send, social post, content promotion, webinar, workshop, or speaking slot), dates and timings are subject to reasonable change. We will use reasonable efforts to deliver substantially as agreed.
- 2.12 Any minimum performance figures (including registrations, attendance, leads, or meetings) shall apply only where expressly stated as guaranteed in the Partnership Agreement together with the agreed remedy. Otherwise any figures discussed are guidelines only.

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 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 not contravene any applicable law, infringe the rights of any third party or contain any 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 in the Partnership Agreement) on aspects of the Inventory where appropriate to do so.
- 4.2 We may refuse to publish or require changes to any Partner materials where we reasonably consider them to be unlawful, misleading, defamatory, or likely to bring the Company, the Inventory or any Event into disrepute, or where they are provided too late to be used.
- 4.3 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.
- 4.4 We shall supply you with examples of the Company Marks in a suitable format within a reasonable time following signature of this Agreement by both parties.
- 4.5 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.

- 4.6 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.
- 4.7 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 Partnership 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 Partnership Agreement relates to 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 The Partnership Fee is payable as determined in the Partnership Agreement.
- 5.4 Without prejudice to any other rights and remedies available to us, if you fail to pay any amount due under this Agreement by the due date, interest shall accrue on the overdue amount at 8% per annum above the Bank of England base rate, calculated on a daily basis from the due date until payment is made in full. We may also charge the fixed compensation and reasonable recovery costs permitted under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). In addition, where any payment is overdue, we may charge an administration fee of £100 plus VAT per overdue invoice to cover reasonable internal costs of credit control and recovery.
- 5.5 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 We shall not be in breach of this Agreement, nor liable to you, for any failure or delay in performing our obligations to the extent that the failure or delay is caused by a Force Majeure event. If a Force Majeure event materially affects the ability to deliver the Inventory or the Event safely or lawfully, we may make changes in accordance with clause 7.2.

- 7.2 The Company shall give written notice to the Partner 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 Fee as both parties may reasonably calculate; or
 - 7.2.2 Elect to apply the Partnership Fee (whether or not paid) to another Inventory item, provided that the date of such Inventory item is less than 12 months from the date of such cancellation; or
 - 7.2.3 Where the new Inventory item 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 Fee 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 In relation to Specialist Sole Partner opportunities and speaking slots, this clause 7.3 applies instead of clause 7.2 to the extent of any inconsistency. Where the Agreement includes a Specialist Sole Partner opportunity (including a webinar, workshop or Content campaign) or includes a speaking slot, and we need to postpone or cancel that element, we shall notify you as soon as reasonably practicable and we will offer one of the following remedies:
- (a) provision of a comparable replacement opportunity within 12 months (date and format to be agreed, acting reasonably); or
 - (b) a credit of the applicable proportion of the Partnership Fee towards alternative Inventory within 12 months; or
 - (c) where we are unable to provide a replacement opportunity within 12 months, a refund of the applicable proportion of the Partnership Fee, calculated in good faith to reflect the Partner Benefits already delivered.
- For the avoidance of doubt, we shall not be liable for any indirect or consequential losses arising from such postponement or cancellation.

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 cease using and, where reasonably practicable, remove or delete any Client 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 total aggregate liability to you arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall be limited to the Partnership Fee paid and received by us under this Agreement.

- 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 keep confidential all Confidential Information disclosed by the other in connection with this Agreement and shall use it only to perform its obligations or exercise its rights under this Agreement.
- 10.2 "Confidential Information" includes the Partnership Fee and all commercial, technical and operational information disclosed in any form, whether marked confidential or which ought reasonably to be regarded as confidential.
- 10.3 A party may disclose Confidential Information to its employees, contractors, professional advisers and insurers who need to know it for the purposes of this Agreement, provided that it ensures they are bound by confidentiality obligations no less protective than this clause.
- 10.4 The confidentiality obligations do not apply to information which the receiving party can demonstrate: (a) is or becomes public other than through breach of this Agreement; (b) was lawfully in its possession before disclosure; (c) is lawfully disclosed to it by a third party; or (d) is independently developed without use of the disclosing party's Confidential Information.
- 10.5 These confidentiality obligations shall continue for two years after expiry or termination of this Agreement.
- 10.6 For the avoidance of doubt, attendee and lead data provided under this Agreement constitutes Confidential Information.

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.
- 11.2 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 Neither party may assign, sub licence or otherwise transfer any of its rights or obligations under this Agreement without the other party's prior written agreement.
- 12.3 Notices shall be sent by email to the address set out in the Agreement (or such other address notified in writing). Notices are deemed received on the next working day after sending, provided that no automated delivery failure message is received by the sender.
- 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.

13. DATA PROTECTION

- 13.1 Each party shall comply with all applicable data protection laws, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (PECR), in connection with this Agreement.
- 13.2 Unless otherwise agreed in writing for a specific activity, each party acts as an independent controller in relation to any personal data it processes under or in connection with this Agreement.

- 13.3 Where we provide the Partner with personal data relating to attendees, registrants, speakers, or delegates (including via attendee lists, speaking session check ins, lead capture, badge scans, or similar), the Partner shall:
- (a) use such personal data only for the purpose of follow up and relationship management connected to the Inventory and not for unrelated marketing or prospecting;
 - (b) not contact any individual prior to the relevant Event or Content activity, unless the individual has separately requested to be contacted by the Partner or has otherwise provided the Partner with their details directly;
 - (c) ensure it has a valid lawful basis for its processing. Where the Partner intends to send electronic marketing, it shall ensure compliance with PECR, including obtaining any required consent;
 - (d) not sell, rent, or otherwise disclose the personal data to any third party, except to its own service providers acting on its behalf under written obligations of confidentiality and security, and only to the extent necessary to carry out the permitted purpose;
 - (e) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage;
 - (f) keep a record of the personal data received and its lawful basis for processing and be able to demonstrate compliance on request;
 - (g) delete or anonymise the personal data when it is no longer required for the permitted purpose and, in any event, no later than 12 months after the date the data is provided, or earlier if the individual opts out or objects to processing, unless a longer retention period is required by law or the individual becomes an active customer of the Partner during that period.
 - (h) honour without undue delay any request by an individual to opt out of marketing or to object to processing, and ensure that the individual is not contacted again where required by applicable law. Where such request relates to personal data provided by us under this Agreement, the Partner shall notify us promptly where reasonably necessary for us to maintain accurate suppression records.
- 13.4 Each party shall promptly notify the other if it becomes aware of a personal data breach relating to personal data shared under this Agreement and shall cooperate reasonably to investigate, mitigate, and comply with any required notifications.
- 13.5 The Partner shall comply with any reasonable instructions we provide relating to the method and timing of data provision (including via an event app or scanner system).
- 13.6 Nothing in this clause obliges us to provide any personal data unless expressly set out in the Agreement or Inventory Schedule.

- 13.7 Unless otherwise agreed in writing, we will not provide personal data to the Partner prior to the relevant Event or Content activity.