Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship
(Effective 20 January 2020)

1. Definitions

For the purposes of this Agreement:

1.1. “Adverture” means advertising rights purchased in a GSMA publication, electronic and otherwise, as 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. “Company” means the entity identified in the relevant Order Form.

1.4. “Event” means the conference event as identified in the Order Form.

1.5. “Event Date” means the date of the first day of the Event.

1.6. “Event Hours” means the hours the Event will open each day as indicated in the Exhibitors’ Manual.

1.7. “Exhibitors’ Manual” means the online exhibitors’ manual for the Event as issued by the Organizer (as may be updated from time to time).

1.8. “Exhibition Equipment” means all equipment, materials, which the Organizer requires the Company to deliver to the Organizer in connection with the Event.

1.9. “Exhibition Stands” means the exhibition, meeting room or other location included in the Exhibition Package, as specifically indicated on the Order Form.

1.10. “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 space, 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, Expenses, Sponsorship and/or the payment terms on the Order Form.

1.11. “Organizer” means either: (i) GSMA Ltd. having its principal office at 165 Cityline Drive, Suite 155, Atlanta, Georgia 30324, United States of America; or (ii) for the 4YFN conference event a designated Location as part of MWC Barcelona, GSMA 4YFN Event Management, SL with its principal office at Ríc Boronat, 117 - 3rd Floor 08018 Barcelona, Spain.

1.12. “Sponsorship” means the sponsorship package or theatre event partner package as identified on the Order Form in relation to an Event.

1.13. “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.

1.14. “Unclaimed Property” means any all tangible and intangible property of Company of whatever nature that Company has left at the Venue or otherwise left in the possession of the Organizer and not claimed by the Company by the first anniversary of the Event Date. Company hereby waives any and all right, title and interest in or to all Unclaimed Property, and authorises Organizer to retain or dispose of such Unclaimed Property in such manner as it deems appropriate in its sole discretion.

1.15. “Venue” means the venue or venues at which the Event takes place.

1.16. “Venue Managers” means the managers or the owners or the managers of the Venue.

2. Order Form

2.1. Only once the Order Form is signed and returned to the Organizer in the manner set out in the Order Form and accepted by the Organizer by a written or electronic communication to the Company will this Agreement be binding upon the parties. However, in the event that the Organizer, at its discretion, accepts an application for exhibition, hospitality, Sponsorship or related services in some other form and communicates such acceptance in writing or by email to the Company, such accepted application shall in all respects be subject to these Standard Terms and Conditions for Exhibition, Advertising and Sponsorship and the payment terms on the Order Form.

3. Exhibition Services

3.1. Subject to the other terms and conditions of this Agreement and subject to the Company’s compliance with the Exhibitor’s Manual, the Organizer hereby shall provide to the Company the advance services 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.

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.

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 a copy of it (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.

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 this 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. Organizer shall not be liable for damages of any kind.

5.3. Organizer shall in its absolute discretion have the ability to deliver a publication electronically.

5.4. Company’s artwork must be print-ready, unless prior arrangements have been made with Organizer.

5.5. The Company must supply a copy of the Organizer by the copy date. If the copy instructions are not received by the copy date, Organizer may treat the Company as having cancelled. If Organizer supplies the Advertiser with no copy, the Organizer reserves the right to charge the Company for the production of material for the Advertiser.

5.6. 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. Company represents and warrants that it holds the necessary rights, including the right to use, republish or otherwise exploit, without the Organizer’s approval, or in any way, the Advertisement and/or any material to which the users can link through the Advertisement.

5.7. Company shall indemnify, defend and hold harmless the Organizer against any liability, loss or expense, including reasonable legal costs, arising out of or in connection with the Advertisement.

6. Payments

6.1. Payment of fees by the Company to the Organizer in accordance with the terms set out in the Order Form. Time is of the essence in respect of such payment obligations.

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 tax) payable thereon at the then applicable rate.

6.4. The Company shall not disclose to any third party other than its professional advisors the fees agreed under this Agreement.

6.5. The number of Event passes that the Company will ultimately receive from the Organizer may vary from the number of Event passes shown on the Order Form(s) signed by the Company for the Event (“Company’s Order Form(s)”). The number of Event passes set forth in Company’s Order Form(s) is for information purposes only and does not create a binding obligation on the Organizer to provide to Company such number of Event Passes. Company shall not be entitled to any Event passes unless and until Company has paid in full all amounts due to the Organizer pursuant to Company’s Order Form(s).

6.6. The final number of Event passes to which Company shall be entitled will be determined by Organizer according to the Company’s Location in the Venue.

7. Erection of Stands and Exhibits

7.1. Full dimensional drawings showing all structural details and positions of exhibition stands, machinery and exhibits must be submitted to the Organizer, 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 the exhibition.

7.3. The Company shall ensure at all times that its contractors shall maintain adequate insurance with a reputable insurer for any loss or damage incurred by Organizer or a third party in connection with the Event.

7.4. The Company’s stand and exhibits will be subject to the approval of the Organizers both at planning stage and once constructed. The Company shall have its stand constructed by the date set out in the Exhibition Manual.

7.5. The Organizer may prevent 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, flash lighting and neon signs may only be used by or on behalf of the Company with the Organizer’s prior written consent.

8.2. No competitions, lotteries, draws, games of chance or the like may be held by the Company whether at the Event or through the Sponsorship without the Organizer’s and any competent authority’s prior written consent.

8.3. The Company is strictly prohibited from selling goods and services, for cash or otherwise, inside the Venue.

8.4. All arrangements to promote sales and operate exhibitions 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 will have its staff dressed appropriately (no nudity or semi-nudity).

End of document.
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 only its stand and/or stand displays (which do not include the gangways) and only those related to its own goods, save where specifically accepted in writing as part of the Sponsorship. The Company will not distribute, exhibit or advertise any other material or services or any advertising or promotional materials, the Location or the Event, other than as part of its exhibit agreement. The Company will not, in any way, sell or distribute any merchandise, goods, items or services at the Event, other than as part of its exhibit agreement, and will not conduct business in a manner that is illegal, threatening, violent, disruptive, malicious, obscene, deceptive, or otherwise improper.

8.6. The Company shall 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. The Company will act at its own expense to remove, replace or relicense the stand and exhibits to the Location or the Organizer as necessary to bring the stand and exhibits into compliance with the requirements of the Organizer.

9. Fire and Safety Precautions

9.1. The Organizer shall be responsible for observing any and all health and safety regulations of the Organizer, Venue or local authorities. 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, hazardous, or other illegal substance.

9.2. The Company will not display or place 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 Organizer reserves the right, in its discretion and without prejudice to any right or remedy in respect of any breach of this Agreement, to order the removal of such materials or goods, and the Company will remove them immediately.

9.3. The Organizer reserves the right to refuse any person admission to the Event or any future Events organized by or on behalf of the Organizer.

10. Breach of Clause

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 this 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 removal. The Company will remove all of its fixtures, fittings, stand and other property in due and proper order and without causing damage to the Venue, and the Company will not interfere with the public order or procedure of the Event.

11. Rights of Organizer and Venue Owners

11.1. The Company is not liable to the Company compensate for the stand and exhibits to be removed or closed due to the actions of any third party, including any act or omission of the Organizer, Venue Owners or any other party without the prior written consent of the Company. The Company will not be liable for the cost of any damage caused by it, its agents or contractors.
The parties agree that actual damages in event of cancellation by Company are difficult to calculate accurately and not reasonably determinable at the time of execution of the Order Form. Therefore, the Company is entitled to receive a forecast of just compensation to Organizer in the event of cancellation by Company. Furthermore, the Company agrees that the Organizer has no duty to mitigate in the event of cancellation by 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 insurance administration fees, which are not refundable.

16.3. The Organizer may terminate this Agreement upon written notice to the Company if: (a) the Company fails to make payment in full of any one of the fees due from it to the Organizer by the respective due date; (b) the Company is in breach of any other term of this Agreement; (c) the Company becomes bankrupt or insolvent; (d) the Company has a receiver appointed over it; (e) the Company has been wound up or a winding up of any of its affairs is threatened; or (f) the Company has been enjoined or restrained by any court of competent jurisdiction from organizing or operating the Event. In addition, the Organizer may terminate this Agreement in the event that any of the Organizer’s or its Contractors’ dealings with materials or equipment which the Company has the right to use, infringe any third party’s proprietary or intellectual property rights; or (f) the Organizer may terminate the Agreement in the event that any of the Organizer’s or its Contractors’ dealings with materials or equipment which the Company has the right to use, infringe any third party’s proprietary or intellectual property rights; (b) any loss set out in these Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship as it shall think fit.

17. Indemnity

17.1. The Organizer shall indemnify 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 or in connection with or arising out of, in the possession of or under the control of the Organizer, its employees, agents or subcontractors or a third party, and any liability in respect thereof, which the Organizer believes may be of interest to the Company. The Organizer may also contact the Company to get the Company’s written consent before sending written notice of the existence of any such claim or potential claim. The Organizer may also provide the Company with copies of any correspondence with the insurer in relation to the Event. The Company must 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, vendors or service providers.

18. Exclusion and Limitation of Liability

18.1. Although the Organizer will use its reasonable endeavors to ensure that services provided for the Event or Sponsorship are supplied, the supply of such services is not within the Organizer’s control, and so it shall not be in any way liable to the Company for any loss or damage if any of such services shall wholly or partially fail to be available. Nor shall the Company be entitled to any allowance in respect of sums paid or due under this Agreement.

19. Data Protection

19.1. Subject to receipt of all payments due from the Organizer to the Company hereunder, and specifically payment of the applicable insurance administration fee, the Organizer will take out and maintain for the Event of insurance providing cover to the Company in accordance with the attached summary of terms. The insurance administration fee includes the cost of the insurance cover. The Organizer does not provide advice concerning this insurance cover and it is for the Company to decide if it is adequate for the specific purposes of the Organizer, its employees, agents or subcontractors.

20. Privacy and Data Protection

20.1. The Organizer’s policies and practices regarding the collection and use of personal data ("Data") is described in these Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship and in the Privacy Policy at https://www.mwcbarcelona.com/legal/privacy. From time to time the Organizer may use the Company’s employees’ and agents’ Data to communicate with the Company. This includes the provision of information about events, products, services, industry news, and initiatives, which the Organizer believes may be of interest to the Company. The Organizer may also contact the Company to get the Company’s written consent before sending written notice of the existence of any such claim or potential claim. The Organizer may also provide the Company with copies of any correspondence with the insurer in relation to the Event. The Company must 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, vendors or service providers. If losses occur which give rise to a claim under such insurance cover, the Organizer shall notify its insurer within seven (7) days of receipt of the Company’s written notification of the claim which the Company has notified in the Company’s name in accordance with the Exclusions Manual. The Company must submit the indemnity claim form promptly following a loss of any kind, or if the Company believes that the Organizer or its Contractors’ dealings with materials or equipment which the Company has the right to use, infringe any third party’s proprietary or intellectual property rights.

21. Termination

21.1. Either party may terminate this Agreement immediately, without prejudice to any right or otherwise it may have it, by providing at least three (3) months’ notice in writing, should the other party fail to comply with the terms of this Agreement. The Organizer may terminate this Agreement if: (a) the Company fails to make payment in full of any one of the fees due from it to the Organizer by the respective due date; (b) the Company is in breach of any other term of this Agreement; (c) the Company becomes bankrupt or insolvent; (d) the Company has a receiver appointed over it; (e) the Company has been wound up or a winding up of any of its affairs is threatened; or (f) the Company has been enjoined or restrained by any court of competent jurisdiction from organizing or operating the Event. In addition, the Organizer may terminate this Agreement in the event that any of the Organizer’s or its Contractors’ dealings with materials or equipment which the Company has the right to use, infringe any third party’s proprietary or intellectual property rights; (b) any loss set out in these Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship as it shall think fit.

22. Arbitration

22.1. Any dispute or controversy existing between the parties hereto arising out of or in connection with this Agreement or any past, present or future transactions under or between the parties hereto shall be submitted to the jurisdiction and venue of the courts of England and Wales. Any disputes or controversies that may arise shall be submitted to the jurisdiction of the courts at the event location. If any party fails to comply with the terms of this Agreement, the other party may seek such legal remedies as may be available at law, including, without limitation, injunctive relief, specific performance, or declaratory judgment.

23. Governing Law

23.1. This Agreement, including the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

24. Entire Agreement

24.1. The parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the matters dealt with 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. This Agreement may be modified or amended except by writing signed by an authorized representative of each of the parties.

25. Complete Proposition

25.1. The failure of a party at any time to require performance by another party of any provision hereof shall not in any way affect the right to require such performance at any time thereafter.

26. Equitable Relief

26.1. In any event, provision, covenant or condition of this 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 this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.

27. Insurance

27.1. The Organizer is entitled to take out and maintain insurance against personal injury, death and damage to or loss of property or injury to or death of any person caused by any negligent act or omission or willful misconduct of the Company, its employees, agents, subcontractors or independent contractors. The Company 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, vendors or service providers.

28. Governing Law

28.1. The Company represents and warrants that during the term of this Agreement, it shall comply with all applicable law including but not limited to applicable trade sanctions and exports laws.
hereunder when due, and in the event it becomes necessary for Organizer to incur collection costs or institute suit to collect any amount due under this agreement or any portion thereof, 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 or in transit to the exhibition stand or shell including exhibits, display material, furniture, and all other property (excluding personal effects) to be contained in the Location whilst contained within the Venue.

Section C: “Contingent Liabilities” Public Liability Indemnity Limit £2,000,000

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:

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<thead>
<tr>
<th>Section</th>
<th>Any one loss or series of losses arising out of one occurrence</th>
<th>Nil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section B:</td>
<td>Any one loss or series of losses arising out of one occurrence</td>
<td>£250</td>
</tr>
<tr>
<td>Section C:</td>
<td>Any one loss or series of losses arising out of one occurrence</td>
<td>£250</td>
</tr>
</tbody>
</table>

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.