

Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship
(Effective 17 December 2018)



1. Definitions

- For the purposes of this Agreement:
- 1.1. "Advertisement" 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 exhibitors' manual for the Event as issued by the Organizer (as may be updated from time to time).
 - 1.8. "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.
 - 1.9. "GSMA Online Marketplace" means the online "marketplace" created by GSMA to assist business transactions at the Event and within the mobile industry.
 - 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 services, advertising, sponsorship and/or other related services from the Organizer. The Order Form shall be deemed to include any document relating to Exhibition, Advertisement and/or Sponsorship, which is expressly referred to in the Order Form and which is expressly agreed in writing between the parties.
 - 1.11. "Organizer" means either: (i) GSMA Ltd. having its principal office at 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America; or (ii) for the 4YFN conference event which takes places as part of MWC Barcelona, GSMA 4YFN Event Management, SL with its principal office at Roc Boronat, 117 - 3rd Floor 08018 Barcelona.
 - 1.12. "Space" means the exhibition and/or meeting room space included as part of Company's exhibition or hospitality package as indicated on the Order Form.
 - 1.13. "Sponsorship" means the sponsorship package or theatre event partner package as identified on the Order Form in relation to an Event.
 - 1.14. "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
 - 1.15. "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 which has not been claimed 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 authorizes Organizer to retain or dispose of such Unclaimed Property in such manner as it deems appropriate in its sole discretion.
 - 1.16. "Venue" means the venue or venues at which the Event takes place.
 - 1.17. "Venue Owners" means the owners and/or 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. Provision of Space

- 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 grants a license to the Company to occupy the Space for the duration of the Event.
- 3.2. The Organizer will indicate to the Company in advance of the Event where precisely the Space is located in the Venue.
- 3.3. The Organizer reserves the right at any time to change the location or size of the Space 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 Space.
- 3.4. The Organizer will grant access to the Space 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 Space 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.
- 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 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 to 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 elects to place the Advertisement, no guarantee can be given that proofs will be supplied or corrections made.
- 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 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. 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 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 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 total amount of Space, in the aggregate, reserved at the Event for Company in the Company's Order Form(s).

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 Organizers, 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 Space for 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 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 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 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 Space 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).
- 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 Space 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 Space) 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 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.
- 8.9. In the exercise of its rights and obligations under this 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. 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. 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. Company shall not develop, facilitate, or host any program, free or paid, during the course of the Event, which competes with the GSMA Mobile World Congress Tours Programme without the prior written permission of Organizer. Such permission may be unreasonably withheld at 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, Venue or 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 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. 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 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 of Space**
- The Company undertakes to Fully Occupy the Space 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 Space**
- Prior to the Event Date the Company may reduce its Space 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 Space in question or move the Company to an alternative location in the Venue and relicence the originally allocated Space 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 this 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 Space) 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 Space. If the Space 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, and within the GSMA Online Marketplace.
- 13.6. The Organizer and the Venue 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, and specifically, the GSMA Online Marketplace.
- 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 neither offensive, abusive, indecent, defamatory, obscene nor 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.
- 14.4. The Company warrants 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 or in the GSMA Online Marketplace, the license under clauses 14.1 and 14.3 shall survive expiration of this Agreement in connection with 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 this 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 this 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, MOBILE WORLD CONGRESS SHANGHAI, MOBILE WORLD CONGRESS AMERICAS, MWVC, MWCS, MWCA and 4YFN.
- 14.9. By attending this Event, you agree: (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 without the prior written consent of the Organizer. Any recording equipment brought in, or used, other than for private non-commercial purposes and without the prior written consent of the Organizer 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 without the prior written consent of the Organizer; 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, without the prior written consent of the Organizer. Any breach of the above agreements 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.
- 15. Assignment**
- This Agreement and the license 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 Space or Sponsorship or any other rights or obligations under this Agreement save with the prior written consent of the Organizer. This Agreement may be assigned by the Organizer at any time during the Term. The Company shall, at the request of the Organizer, and within seven (7) days of the request being made, enter into a novation of this Agreement to any of the Organizer's Affiliates indicated by the Organizer. In these circumstances the Organizer will cease to be a party to this Agreement and will be released and discharged from each of its liabilities and obligations under this Agreement.
- 16. Term and Termination**
- 16.1. The Term of this 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 this Agreement in entirety or solely in relation to any individual element of Space or Sponsorship 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 Space, 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 Space, 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 Space, Advertising and/or Sponsorship cancelled.

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 agrees that the cancellation charges above constitute liquidated damages, which are a reasonable 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 the Company. Finally, the Organizer shall be liable to refund any sums already paid by the Company in respect of such cancelled Space or Sponsorship, which are in excess of such cancellation charges, save for insurance administration fees, which are non-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

- 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 this 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 Space; (b) remove and exclude the Company from the Space 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 Space 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 this 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 willful 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: (a) all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable legal costs, resulting from or in connection with any 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) any loss of or damage to any 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, sub-contractors or invitees; and (c) any claim by the Company's employees or agents as a result of the Company's breach of clause 20.
- 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 liable in any way to the Company for any loss or damage if any of such services shall wholly or partially fail or cease to be available. Nor shall the Company be entitled to any allowance in respect of sums paid or due under this Agreement.
- 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. Notwithstanding anything else contained in the Agreement, 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 this Agreement or howsoever caused, whether or not the other party was advised of the possibility of such damage.
- 18.6. Except in respect of injury to or death of any person, in no event shall the Organizer's liability in aggregate under this Agreement exceed two hundred thousand pounds sterling (£200,000).
- 18.7. Except as expressly set forth in this Agreement, neither party makes any additional warranties, express or implied, INCLUDING in particular any warranties of merchantability and fitness for a particular purpose.
- 18.8. 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 insurance 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 insurance 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 with 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 such insurance policies 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, Company is still required to hold the insurance required in Clause 19.3
- 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/>.
- 20.2. 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 views in relation to the events, products or services, which the Organizer or its affiliated companies (the GSM Association and its subsidiaries), or third parties provide.
- 20.3. In order to provide the Company with the services, the Organizer may pass the Data to agents, vendors or service providers who perform functions on behalf of the Organizer. Such agents, vendors or service providers may only process the Data in accordance with their contractual agreement with the Organizer.
- 20.4. The Data may also be passed to the Organizer's affiliated companies and to carefully selected third parties, who may also send the Company information, including information in relation to upcoming events and offers for products and services, which the Company may find of interest. In passing Data to third parties, the Organizer will take steps which aim to ensure that privacy rights continue to be protected.
- 20.5. In using the Data as set out herein, it may be transferred to countries outside the European Economic Area ("EEA") and Switzerland. By way of example, this may happen if the Data is held outside the EEA or if a service provider is located in a country outside the EEA. These countries may not have similar data protection laws to those of the EEA. If the Organizer transfers Data outside of the EEA and Switzerland in this way, the Organizer uses a variety of legal mechanisms, including but not limited to the Standard Contractual Clauses adopted by the European Commission, to ensure that privacy rights continue to be protected.
- 20.6. 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 inquiry relating to their Data, or if an individual does not wish the Organizer to continue using their Data as outlined above, the individual may do so by sending an e-mail to privacyandsecurity@gsm.com or writing to Data Privacy - Legal, GSMA, The Walbrook Building, 25 Walbrook, London EC4N 8AF, United Kingdom.
- 20.7. 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' Data as set out in these Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship, where required.
- 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 hereby.
- 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 this 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. Where a Company comprises more than one company, firm or person, the liability of each of such entity to the Organizer shall be joint and several, and any notice shall be properly served on all if served on any one of such entities. The Organizer's remedies under clause 16.3 shall apply if the events listed at clause 16.3(c), (d) or (e) occur in relation to any one of such entities. The Company shall also 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. 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.
- 21.5. The Supplier shall comply with the Supplier Code of Conduct applicable to the Event.
- 21.6. The paragraph headings in this Agreement are solely for convenience and shall not be considered in its interpretation.
- 21.7. This 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. This 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 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.
- 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. This 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 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 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.

