

## MASTER SPONSORSHIP AGREEMENT

This Master Sponsorship Agreement ("**Agreement**"), dated as of 23 March 2023 (the "**Effective Date**"), is made by and between **CONNECTED INTELLIGENCE LTD.**, an Irish limited company, and Agència per a la Competitivitat de l'Empresa (ACCIÓ) ("**Company**"). Connected Intelligence Limited and Company, or any of their respective Affiliates, may conduct Events during the term of this Agreement. The parties hereby agree as follows:

### 1. Definitions and Interpretation

Defined terms used in this Agreement with initial letters capitalised have the meanings given below, or as set out elsewhere in this Agreement:

1.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with that party;

1.2 "**Approval**" means approval, at its discretion, by the Organiser signified by: (i) email from an Organiser Manager; or (ii) oral approval given by Organiser Manager, provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed in writing within two working days;

1.3 "**Event**" means the event (or where multiple events listed in the Order Form, events) run by the Organiser as set out in the Order Form;

1.4 "**Event Country**" means the country the Event is held in;

1.5 "**Fees**" means the fees payable by the Partner for the Package as set out in the Order Form;

1.6 "**Force Majeure Event**" means any event arising that is beyond the reasonable control of the Organiser (including speaker or participant cancellation or withdrawal, contractor or supplier failure, venue damage or cancellation, outbreaks of communicable diseases, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war);

1.7 "**Intellectual Property Rights**" means trademarks, trade names, design rights, copyrights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;

1.8 "**Manual**" means the manual (if any) provided to the Partner by the Organiser in respect of the Event as updated by the Organiser from time to time;

1.9 "**Order Form**": means an agreement substantially in the form attached to this Agreement as Exhibit A;

1.10 "**Organiser**" means the company organising the Event identified as the Organiser in the Order Form;

1.11 "**Organiser Manager**" means person(s) set out in the Order Form authorised to make changes to the Package and give Organiser Approval on behalf of the Organiser or Organiser's employees nominated by them;

1.12 "**Outboard**" the creation of a concurrent event that is related to the Event but that is not sanctioned by the Organiser and which seeks to benefit from Event Attendees the audience the Event attracts;

1.13 "**Package**" means the Space and/or Sponsorship package in relation to the Event as set out in the Package in the Order Form, if multiple Events and Event years, each year shall be a Package;

1.14 "**Partner**" means the person, firm, company or entity set out in the Order Form;

1.15 "**Representatives**" means the employees, agents, sub-contractors and other representatives of a party;

1.16 "**Shell Scheme**" means a stand (or part of a stand) constructed by the Organiser as set out in Package in the Order Form;

1.17 "**Space**" means the exhibition space allocated to the Partner by the Organiser (together with the ancillary services provided to the Partner in connection with such exhibition space) as set out in the Package in the Order Form;

1.18 "**Sponsorship**" means the sponsorship element of the Package as set out in the Package in the Order Form;

1.19 "**Venue**" means the venue at which the Event is held, as set out in the Event Details of the Order Form.

1.20 "**Venue Owners**" means the owners and/or management of the Venue;

1.21 "**VAT**" means value added tax or harmonized sales tax as applicable and indicated on the Order Form.

1.22 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.23 The Schedules and Exhibits form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.24 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. 1.24 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.25 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Application for the Package

2.1 From time to time, either party or its Affiliate may agree to enter into an Order Form for the provision of a Package for an Event (or Events) produced by the Organiser or its Affiliate. Each Order Form executed by both parties to it: (i) creates an agreement between the relevant Partner and Organiser in relation to the Event (or Events) described in the Order Form; and (ii) incorporates the terms of this Agreement, except to the extent stated otherwise in the Order Form.

2.2 By executing this Master Sponsorship Agreement, neither party nor their Affiliates are obliged to enter into any Order Form. The Organiser reserves the right to reject any Order Form.

### 3. Price and Payment

3.1 The Partner shall pay the Fees together with any Taxes/VAT applicable thereon in accordance with the payment terms stated in the Order Form. The Partner shall pay the Fees together with any Taxes/VAT within 7 days of the receipt of invoice ( "**Due Date**"). Time shall be of the essence in respect of the payment of Fees.

3.2 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay any Fees on the Due Date for payment, the Organiser shall be entitled to: (i)

refuse access for the Partner and its Representatives to the Event and/or (ii) refuse to provide any element of the Package and/or (iii) terminate the Agreement upon which the provisions of clause 12.5 shall apply.

#### 4. Taxes

4.1 It is the intent of the parties that the Organiser will receive the Fees net of all applicable taxes, including sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by the Partner. In some cases VAT may be applicable under reverse charge rules. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "**gross up**" for Taxes levied on the increase itself).

4.2 Fees quoted by the Organiser are, unless otherwise expressly agreed in writing, exclusive of VAT or any other applicable tax and the Partner shall, in addition, pay to the Organiser any applicable VAT (or other tax) chargeable thereon at the then applicable rate.

#### 5. Partner's General Obligations

5.1 The Partner shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by the Organiser or the Venue Owners (including in relation to health and safety or security requirements and the provisions of the Manual).

5.2 The Partner warrants that it has the right, title and authority (including that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Partner has the requisite authority to do so.

5.3 The Partner and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Venue Owner, the Organiser or any visitors/delegates to the Event.

5.4 The Partner is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the Event Country. If the Partner cannot attend the Event, the Fees shall remain payable in full.

5.5 The Partner consents to its details (including its name, logo or any other material or information supplied to the Organiser by the Partner) being published in the Event catalogue, show guide and on other promotional materials published by the Organiser (including the Event website). While the Organiser shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.

5.6 The Partner shall not (and shall procure that its Representatives shall not) do or permit anything to be done which might adversely affect the reputation or brand of Organiser, the Venue Owners or the Event or make any statement that is defamatory, disparaging or derogatory to Organiser, the Venue Owners or the Event.

5.7 The Partner shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Partner.

5.8 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Partner consents to the filming, sound recording and photography of the Event, which may include the Partner's Representatives, and the Partner consents to the use by the Organiser of any such filming, sound recording or photography anywhere in the world for promotional, marketing and other purposes. For the avoidance of doubt, all Intellectual Property Rights generated at the Event is the property of the Organiser.

#### 6. Specific Terms relating to Space

THIS CLAUSE 6 SHALL ONLY APPLY TO A PARTNER WHO WILL EXHIBIT SPACE AT THE EVENT.

6.1 The Organiser permits the Partner, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the Space and the Partner acknowledges that it shall have no other rights to or interest in the Space. The Partner is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of the

Organiser. Over the counter sales (i.e., cash, check and/or credit card transactions) from the Space are not permitted.

6.2 The Partner shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Event opening times failing which the Organiser reserves the right without liability to arrange for this to be done at the Partner's expense.

6.3 The Partner undertakes to occupy the Space in time for the opening of the Event and not to close its stand prior to the end of the Event. In the event that the Partner fails to do so, the Organiser shall be entitled to terminate the Agreement and the provisions of clause 12.2 shall apply.

6.4 The Partner shall not permit the display of any materials or information that do not exclusively relate to the Partner's commercial activities. The Organiser reserves the right to remove from the stand or the Venue at the risk and expense of the Partner any exhibit or other item which the Organiser considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of the Organiser or of the Venue Owners, infringes the Intellectual Property Rights of the Organiser or a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with this Agreement.

6.5 The Organiser will be responsible for setting up a Shell Scheme for the Partner's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Package. The Partner is solely responsible for all aspects of dressing and branding the Space including the stand.

6.6 Unless the provisions of clause 6.5 apply, the Partner is solely responsible for all aspect of the set up of the Space, including Shell Scheme and stand construction, branding and dressing and the Partner shall be liable to the Organiser or any third parties (as the case may be) for any claims relating to the set up the Space including construction of any exhibition stand or any breach of clause

6.7 The Partner may not sub-let the Space without the express prior written consent of the Organiser. If and to the extent that the Partner is permitted to sublet the Space, the Partner shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party to whom the Space is sublet.

6.8 If the Partner is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and visitors, the Organiser reserves the right to close the Partner's stand and remove the Partner's Representatives from the Event without liability to the Organiser.

6.9 If the Partner wishes to share the Space with any entity that is not a company within the Partner's group of companies, it must obtain the prior written consent of the Organiser. The Organiser reserves the right to charge the Partner additional Fees as a condition to granting any such consent.

6.10 The Partner is required to be adequately insured to participate in the event. The Partner shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 (or equivalent amount in local currency) per occurrence or claim. The Organiser shall be entitled to inspect the Partner's insurance policy on request.

#### 7. Specific Terms relating to Sponsorship

7.1 The Partner shall provide the Organiser with all material and information including logos, artwork and advertising material, partner generated content for other elements set out in the Package which shall include any trademarks, service marks, trade names and logos ("**Material**") which the Organiser requires for the Sponsorship within deadlines specified by the Organiser and shall comply with Organiser's reasonable requirements and directions in relation to the Materials. If the Partner fails to provide the Materials by the deadline and to the specifications required by the Organiser, the Organiser reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.

7.2 The Partner shall ensure that all Materials are accurate, correct, print ready and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Partner shall ensure that the content of all Materials complies with all applicable laws.

7.3 The Partner warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.

7.4 While the Organiser will take all reasonable care in relation to the production of material and information incorporating the Material, the Organiser shall not in any event be responsible to the Partner for any omissions, misquotations or other errors which may occur.

7.5 All Materials are subject to Approval by the Organiser. Where Approval cannot be obtained the Parties agree the element of the Package requiring the Approval shall not be delivered and the Organiser shall not be required to refund any Fees which shall remain payable in full. The Organiser will use its reasonable endeavours to provide the Sponsorship the size, position and manner as specified in the Package. However, the Organiser shall not be liable to the Partner where reasonable modifications or changes to the Sponsorship (including to the size, position, section or issue of or date of publication) are made by the Organiser.

7.6 The Partner hereby grants to the Organiser (and the Organiser accepts) a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Materials in connection with the Event and the Sponsorship. The Partner further acknowledges that the Organiser may continue to use the Materials or other information provided by the Partner after the Event in connection with materials or information created or relating to the Event. The Partner also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the Agreement is terminated, the Organiser may at its discretion continue to use the name, logo or any other Material or information provided by the Partner after termination of the Agreement, where the time and cost does not allow the Organiser to remove, delete or cover over such name, logo or other material or information.

7.7 If the Partner is in breach of the Agreement the Organiser reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to the Organiser.

7.8 All rights not expressly granted to the Partner under this agreement are reserved to the Organiser.

#### 8. Delegate Passes/Tickets

Where delegate passes and/or Tickets are issued as part of the Package, they are issued subject to the Organiser's terms and conditions applicable to delegates and ticket holders available on the Event Website. Only delegate passes and tickets issued by the Organiser shall be valid for entry to the Event. The Partner shall not resell or distribute the delegate passes or tickets to any third party.

#### 9. Limitation of Rights Granted

9.1 The Partner's rights in relation to the Event are strictly limited to those set out in the Package. The Partner is not permitted to: (i) exploit any rights of a commercial nature in connection with the Event; (ii) establish a website relating to the Event; or (iii) other than in accordance with clause 9.2, otherwise promote or advertise its association with the Event or the Organiser or undertake any promotional activity in connection with the Event or the Organiser in any way otherwise than as set out in the Package or with the prior written consent of Organiser. The Package is granted on a non-exclusive basis and the Organiser is free to have multiple sponsors or partners for any particular activity or product.

9.2 Nothing in clause 9.1 shall prevent the Partner from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. The Organiser may request for any reason at any time that the Partner removes any such promotional material from its website and the Partner shall be required to comply with any such request promptly. Nothing in the Agreement shall be construed as granting to the Partner any right, permission or licence to: (i) use or exploit Organiser's or any member of the Organiser's Intellectual Property Rights; or (ii) otherwise exploit any connection with the Organiser or any event run by the Organiser in any way.

9.3 The Partner agrees not to engage in any activity of any kind (whether marketing, advertising, programming or otherwise) which, in the discretion of the Organiser, competes with, or otherwise detracts from, any Event programming.

9.4 The Partner shall not (i) Sponsor or Partner with another Technology event; or (ii) host or organise an unauthorised event; and/or (iii) Outboard; in the Event

Country for a period of seven (7) days prior to the Event and three days (3) after the Event. Furthermore, given the pre-eminence of the Event, the Partner acknowledges that this restriction is reasonable.

#### 10. Changes to the Event and Cancellation

10.1 The Organiser reserves the right at any time and for any reason to change the format, content, venue, location and timings of the Event (including any installation and dismantling periods) without liability. If the change is material to the Package, the Organiser will inform the Partner of such change as soon as reasonably practicable.

10.2 Without prejudice to clause 15.1, the Organiser reserves the right to change the date of the Event or cancel the Event at any time and for any reason and, thereafter, clauses 10.3 and 10.4 (as applicable) shall apply.

10.3 In the event that the date of the Event is changed or where the Event is cancelled for the current year but is reasonably expected to be held within fourteen (14) calendar months of the original Event date, the Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date (or the Event in the following year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this clause 10.3 shall excuse the Partner from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Package.

10.4 Where the Event is cancelled and is not reasonably expected by the Organiser to be held within 14 calendar months of the original Event date, the Organiser may terminate this Agreement without liability provided that, at the Partner's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Partner will be released from paying any further proportion of the Fees.

10.5 To the fullest extent permitted by law, the Organiser shall not be liable to the Partner for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Partner acknowledges that provisions of this clause 10 set out the Partner's sole remedy in the event of the changing

of the date of the Event or the cancellation of the Event by the Organiser and all other liability of the Organiser is hereby expressly excluded.

#### 11. Cancellation by the Partner

11.1 Except where the Organiser has the right to terminate the Agreement under clause 12.4, the Partner may cancel the Order Form on written notice to the Organiser ("**Cancellation Notice**") provided that:

(i) if the Organiser receives the Cancellation Notice at any time after acceptance by the Organiser and more than sixty (60) days prior to the original date scheduled for the first day of the Event then the Partner shall pay to the Organiser a cancellation fee equal to fifty percent (50%) of the Fees,

(ii) if the Organiser receives the Cancellation Notice between thirty (30) and sixty (60) days prior to the original date scheduled for first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to eighty percent (80%) of the Fees, and

(iii) if the Organiser receives the Cancellation Notice less than thirty (30) days prior to the original date scheduled for the first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to one hundred percent (100%) of the Fees.

11.2 For the avoidance of doubt, for the purposes of this clause 11 the relevant dates shall be fixed by reference to the original date scheduled for the first day of the Event outlined in the Order Form and not any new date scheduled for the first day of the Event which has been changed pursuant to clause 10.2.

11.3 The parties agree that actual damages in the event of cancellation by the Partner are difficult to quantify and not reasonably determinable at the time of entering the Agreement. Therefore, the Partner agrees that the cancellation charges above constitute liquidated damages, which are a reasonable forecast of just compensation to the Organiser in the event of cancellation by the Partner. In addition, the Partner agrees that the Organiser has no duty to mitigate in the event of cancellation by the Partner.

11.4 The Organiser shall be liable to refund any sums already paid by the Partner in respect of such Package, which are in excess of such cancellation charges.

#### 12. Term and Termination

12.1 This Master Sponsorship Agreement begins on the Effective Date and, unless terminated earlier in accordance with its terms, continues for a period of one (1) year (the "**Initial Term**"). After the Initial Term, this Master Sponsorship Agreement will automatically renew for further terms of one (1) year until terminated in accordance with its terms. The Initial Term together with any renewal periods thereafter are collectively referred to as the "**Term**".

12.2 Each Order Form begins on the effective date specified in the Order Form and, unless terminated earlier pursuant to this Agreement, continues until all obligations under the Order Form have been performed.

12.3 Either party to this Master Sponsorship Agreement may terminate this Master Sponsorship Agreement for any or no reason upon sixty (60) days' prior notice to the other party. Upon expiration or termination of this Master Sponsorship Agreement, the parties (or their Affiliates) will not be able to enter into further Order Forms pursuant to this Master Sponsorship Agreement, provided however that expiration or termination of this Master Sponsorship Agreement will not affect any existing Order Form.

12.4 the Organiser may terminate the Agreement immediately at any time by written notice to the Partner: (i) if the Partner has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) the Partner goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator, examiner or receiver is appointed over the whole or any part of the Partner's assets or if the Partner enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

12.5 Without prejudice to any other right or remedy it may have, in the event that the Organiser terminates the Agreement under the provisions of clauses 3.2, 6.3 or 12.4 the Organiser shall not be required to refund any Fees received from the Partner and the Organiser shall be



entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. The Organiser shall not be liable to the Partner for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Partner.

12.6 The Organiser may terminate the Agreement without liability immediately at any time by written notice to the Partner if the Organiser determines in its discretion that the provision of the Package to the Partner is not in the best interests of the Event. In the event that the Organiser terminates the Agreement pursuant to this clause 12.6 any proportion of the Fees already paid will be refunded and the Partner will be released from paying any further proportion of the Fees. The Partner acknowledges that the refund of Fees paid is its sole remedy in the event of termination by the Organiser under this clause 12.6 and all other liability of the Organiser is hereby expressly excluded.

12.7 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, the Organiser may cover over any Partner sponsorship or advertising Materials, close any exhibition stand, terminate the provision of any utilities to any exhibition stand, prohibit access of the Partner or its Representatives to the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Partner to the Partner's address and at the Partner's risk and expense and the Organiser shall be free to re-licence the Space and/or resell the sponsorship elements of the Package as it shall think fit.

12.8 Clauses 7.6 and 9 to 15 (inclusive) shall survive termination of the Agreement.

### 13. Liability and Indemnity

13.1 the Organiser does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Partner may achieve as a result of attending or sponsoring the Event. Except as set out in this Agreement, to the fullest extent permitted by law, the Organiser excludes all conditions, terms, representations and warranties including

any warranties of merchantability and fitness for a particular purpose, relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.

13.2 the Organiser shall not be liable to the Partner for any theft, loss or damage suffered or incurred by the Partner in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not the Organiser sub-contractors) and services provided by the Venue Owners. The Partner acknowledges that services provided by the Organiser official or recommended contractors to the Partner are the subject of a separate agreement between the Partner and the contractor. Although the Organiser shall use reasonable care in selecting official or recommended contractors, the Organiser shall not be liable for any loss or damage suffered or incurred by the Partner in connection with the provision of services to the Partner by such contractors.

13.3 Valuable and easily movable goods should be removed from the exhibition stand or meeting room outside of the hours of opening (particularly overnight) and stored at the Partner's own risk.

13.4 From time to time, the Organiser, the Venue Owner and each of their Representatives may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("**Works**"). To the fullest extent permitted by law, the Organiser, the Venue Owner and each of their Representatives shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Partner and/or its Representatives by reason of any act or omission relating to the Works.

13.5 Subject to clause 13.8: (i) the Organiser shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Partner including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) the Organiser shall have no responsibility or liability

for any loss (or theft) of or damage to the person, property and effects of the Partner or its Representatives; and (iii) ORGANISER'S MAXIMUM AGGREGATE LIABILITY TO THE PARTNER UNDER THE AGREEMENT OR OTHERWISE IN CONNECTION WITH THE EVENT AND/OR THE PACKAGE SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEES.

13.6 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Partner, its Representatives or its invitees.

13.7 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against all losses, claims, damages and expenses (including reasonable legal fees) incurred by the Organiser as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Partner at the Event; or (ii) Organiser's receipt or use of the Material constitutes an infringement of the Intellectual Property Rights of any third party.

13.8 Nothing in this Agreement shall exclude or limit liability, which cannot be excluded by applicable laws.

### 14. Privacy and Data Protection

14.1 The Organiser's policies and practices regarding the collection and use of personal data ("Personal Data") is described in this Agreement and in the Privacy Policy at <https://www.websummit.com/privacy>.

14.2 In using the Personal Data, it may be transferred to countries outside the European Economic Area ("EEA"). By way of example, this may happen if the Personal 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 Organiser transfers Data outside of the EEA in this way, the Organiser shall use 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.

14.3 The Organiser will provide its employees and agents with the information about the Organiser's Privacy Policy and will obtain or has obtained the appropriate consents

from its employees and agents for the Organiser to use the individuals' Data as set out in this Agreement.

#### 15. General

15.1 Without prejudice to clause 10 (Changes to the Event and Cancellation), if, by reason of any Force Majeure Event, the Organiser is delayed in or prevented from performing any or all of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Partner by reason thereof. For the avoidance of doubt, nothing in this clause 15.1 shall excuse the Partner from the payment of the Fees under the Agreement.

15.2 The Organiser reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

15.3 the Organiser will be permitted to continue to display the Partner's logo on Organiser's websites and marketing material, solely in connection with describing the Partner's prior participation in the Event unless otherwise directed by the Partner.

15.4 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgement, objectivity or loyalty to the business activities and assignments under this Agreement.

15.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.

15.6 Any notice given under this Agreement will be in writing and will be sent to the intended recipient by registered letter or received commercial courier at the address(es) set forth on the signature page of this Agreement. Notice to the Organiser shall also be sent to: **FAO ADAM CONNOR (GENERAL COUNSEL), [legal@websummit.com](mailto:legal@websummit.com)**. Either party may change its address for notices by delivery of written notice in accordance with this Section.

15.7 If and to the extent that there is any conflict between the Master Sponsorship Agreement and the Order Form, the terms of the Order Form shall prevail.

15.8 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement. No modification of this Agreement is binding unless it is in writing and signed by the parties to this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

15.9 No rights under the Agreement may be assigned by the Partner without the prior written consent of the Organiser. The Partner may not subcontract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of the Organiser.

15.10 A person who is not a party to the Agreement shall have no rights under or in connection with it.

15.11 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

15.12 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

15.13 This agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland. Notwithstanding, the parties also agree that the Organiser may take proceedings against the Partner in respect of the collection of the Fees in any other court of competent jurisdiction, The taking of such proceedings in any one or more jurisdictions does not preclude the taking of proceedings by the Organiser in any other jurisdictions,

whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

The parties have executed this Master Sponsorship Agreement as of the Effective Date.

**For and on behalf of**

**CONNECTED INTELLIGENCE LIMITED**

**Authorised signatory:**

*Kristina Neligan*  
.....

**Name in Print:**

Kristina Neligan

**Position:**

VP Partner Success

**For and on behalf of**

Agència per a la Competitivitat de l'Empresa (ACCIÓ)

**Authorised signatory:**

By authorization of the CEO  
Resolution 7/2022 of 3 November 2022

**Name in Print:**

Joan Romero Circuns

**Position:**

Executive Director

**EXHIBIT A****ORDER FORM**

This Order Form is entered into between the Organiser and the Partner described below, in accordance with the Master Sponsorship Agreement between **CONNECTED INTELLIGENCE LIMITED** and AGÈNCIA PER A LA COMPETITIVITAT DE L'EMPRESA, ACCIÓ with an effective date of March 23, 2023 ("Master Sponsorship Agreement"). Except as provided in this Order Form, all of the terms of the Master Sponsorship Agreement are incorporated into this Order Form and a reference to "this Agreement" in the Master Sponsorship Agreement is deemed a reference to this Order Form. All capitalised terms not defined in this Order Form have the respective meanings set forth in the Master Sponsorship Agreement. To the extent that the terms of this Order Form conflict with any of the terms of the Master Sponsorship Agreement, this Order Form supersedes the Master Sponsorship Agreement only if this Order Form explicitly states that it intends to modify the conflicting terms.

	Organiser	Partner
Name:	CONNECTED INTELLIGENCE LTD	Agència per a la Competitivitat de l'Empresa (ACCIÓ)
Company Number:	539413	
Tax Number	PT980550670	ES S0800476D
Address	Tramway House, 32 Dartry Road, Dublin 6 D06 XT86 ("Organiser")	Government of Catalonia, Passeig de Gràcia, 129, 2 <sup>a</sup> planta, Barcelona, 8008, Spain ("Partner")
	each a "Party" and together, the "Parties"	
Event:	Web Summit 2023	
Package:	Package provided by the Organiser for the Event:	
	ITEM NAME	Detailed Description
	4m x 4m Provided Build Web Summit	<ul style="list-style-type: none"> <li>The Organiser grants the Partner a (4m x 4m) Exhibition Area.</li> <li>The Partner will be afforded a Turnkey booth on receipt of artwork.</li> <li>The artwork must be submitted 6 weeks out from the event and meet guidelines shared by the Organiser with final sign off subject to the Organisers approval.</li> <li>All Turnkey booths are plotted in quadrants on the event floor.</li> <li>The Partner is not permitted to make structural changes to the booth.</li> <li>The Partner will be afforded 3 x Pod Tables.</li> <li>The Partner will be afforded 6 x High Stools.</li> <li>The Partner will be afforded one standard single socket for power.</li> <li>The Partner will be afforded 1 x ethernet cable to use at the Event. This cable must not be connected to a modem.</li> </ul>



		<ul style="list-style-type: none"> <li>• The Partner will be afforded the opportunity to mount a screen to the booth wall.</li> <li>• All screens for this purpose must be purchased at additional cost by The Partner from the official Web Summit store.</li> <li>• The visual render for mounting must be submitted 4 weeks out from the event and meet guidelines shared by the Organiser.</li> <li>• The Location of the Exhibition Area will be at the sole discretion of the Organiser.</li> <li>• All activations are subject to Exhibition guidelines and sign off from the Organiser.</li> </ul>
	Partner Startup Island Web Summit	<ul style="list-style-type: none"> <li>• The Partner will be afforded a Partner startup island, comprising of 8 × 1.5m startup stands, for 3 days of the Event.</li> <li>• The Partner will be afforded a branded hanging banner above the partner startup island.</li> <li>• The Partner will be afforded the opportunity to have dual-branded startup boards.</li> <li>• Startups islands are located within the Partner Startup Island area of the Event.</li> </ul> <p>Startup criteria:</p> <ul style="list-style-type: none"> <li>• The process of allocating the startup packages is solely the responsibility of the Partner.</li> <li>• Startups must be confirmed by the Partner 6 weeks out from the event.</li> <li>• The Partner has the options to feature startups: 8 startups, 3 day exhibition each; 24 startups, 1 day exhibition each. Startups may not exhibit for 2 days. Exhibiting days are assigned by the Organiser.</li> <li>• The startups are subject to final approval by the Organiser and will be assigned to the relevant track (ALPHA or BETA), or rejected, based on the criteria below.</li> <li>• To qualify for the ALPHA track the startup can have raised no more than US\$1 million in funding.</li> <li>• To qualify for the BETA track the startup can have raised no more than US\$5 million in funding.</li> <li>• Each startup must be less than 5 years old.</li> <li>• At the time of application, the startup must at a minimum be launched and live with their own working website.</li> <li>• The startup must have a logo available in .eps format.</li> <li>• The startup must have their own unique software product or solutions or they must be working on their own connected hardware devices.</li> <li>• Consultancies, agencies, developers, marketing/advertising agencies, public companies will not be accepted.</li> <li>• Startups must be their own independent company and not a subsidiary of a larger organisation.</li> <li>• A startup already registered for the Event is not eligible to participate as part of a startup island.</li> <li>• A startup not meeting one or more aspects of the above criteria will be rejected by the Organiser. The Partner will be afforded the opportunity to put forward a replacement within an agreed timeline. Unused startup packages will be exchanged for 3 general attendee tickets.</li> <li>• A startup that has raised more than US\$5 million in funding is not eligible for the startup island but may apply for the GROWTH track, at standard costs.</li> </ul>

		<ul style="list-style-type: none"> <li>Should the Partner not provide sufficient eligible startups to fill the island, the Organiser will endeavour to accommodate the eligible startups on the island. However, in certain cases where the Organiser cannot do so, the Partner will forfeit the startup island and the approved startups will instead exhibit within their relevant tracks.</li> </ul> <p>Startup package benefits ALPHA:</p> <ul style="list-style-type: none"> <li>3 tickets to the Event (ALPHA accreditation), granting access to all 3 days of the Event main floor.</li> <li>Inclusion in the startup search profile &amp; featured startup page on the Event website.</li> <li>Access to a startup mentor to assist with pre-Event logistics.</li> <li>Access to the Event networking app.</li> <li>Opportunity to apply for Mentor Hours and PITCH, and access Investor Meetings and masterclasses.</li> <li>All startup profiles must be completed within the deadlines communicated by their startup mentor, or the startup will not be able to exhibit</li> </ul> <p>Startup package benefits BETA:</p> <ul style="list-style-type: none"> <li>4 tickets to the Event (BETA accreditation), granting access to all 3 days of the Event main floor.</li> <li>Inclusion in the startup search profile &amp; featured startup page on the Event website.</li> <li>Access to a startup mentor to assist with pre-Event logistics.</li> <li>Access to the Event networking app.</li> <li>Opportunity to apply for Mentor Hours and PITCH, and access Investor Meetings and masterclasses.</li> <li>All startup profiles must be completed within the deadlines communicated by their startup mentor, or the startup will not be able to exhibit.</li> </ul>
	Platinum 2 Web Summit	<ul style="list-style-type: none"> <li>The Partner's logo, company description &amp; a link to the Partner's website will be included on the Event website and in the Event apps until one month after the conclusion of the Event.</li> <li>The Partner's logo will appear on one attendee newsletter to be scheduled before the Event.</li> <li>The Partner's logo will appear on the Registration Banner at the Event.</li> <li>The Partner will be afforded the opportunity to participate in 'Attendee Perks' subject to Attendee Perks guidelines.</li> <li>The Partner will be afforded the opportunity to participate on the Event 'Jobs' Board' subject to Jobs' Board guidelines.</li> <li>The Partner will be afforded a 20% discount code off additional tickets. Discount applies to the price of the ticket at the time of purchase.</li> <li>The Partner will be afforded 50 tickets to the Event.</li> <li>The Partner will be afforded 2 Executive Tickets.</li> <li>The Partner will be afforded 1 Chairperson Tickets.</li> <li>Tickets subject to Ticket Terms and Conditions. Reselling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not gain access to the Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this</li> </ul>

		term), we reserve the right to cancel the relevant tickets with immediate effect.
	Stand Identification Banner Web Summit	<ul style="list-style-type: none"> <li>The Organiser grants the Partner a stand identification banner (double-sided, 4000×1500mm) above the Partner's exhibition space.</li> <li>The Organiser agrees to provide the Partner with a keyline for the artwork. Where relevant, the keyline will indicate any Event branding that must be included in the artwork e.g the Event logo.</li> <li>The Partner agrees to submit the artwork to the Organiser 6 weeks out from the event. All artwork is subject to approval by the Organiser.</li> <li>The Organiser agrees to manage the printing and installation of the artwork.</li> </ul>
	Investor Tickets Web Summit	<ul style="list-style-type: none"> <li>The Partner will be afforded 3 Investor Tickets (includes Investor Lounge access).</li> <li>Subject to the Investor Accreditation Policy (<a href="https://websummit.com/investor-accreditation-policy">https://websummit.com/investor-accreditation-policy</a>)</li> <li>An investor not meeting the required criteria will be rejected by the Organiser. The Partner will be afforded the opportunity to put forward a replacement within an agreed timeline. Unused investor tickets will be exchanged for 1x General Attendee ticket.</li> </ul>
Quote Valid Through:	May 05, 2023	
Partner Contact:	Name: Oriol Sans Email: osans@gencat.cat	
Event Details:	November 13, 2023 - November 16, 2023 Feira Internacional de Lisboa, Lisbon, Portugal, websummit.com	
Fees	EUR€ 99,000.00	
Organiser Manager:	Kristina Neligan and/or Conor Buggle	
Order Form Effective Date:	27-Mar-2023	

This Agreement serves as a commitment between Partner and the Organiser to reserve the Package for the Event. Partner agrees that upon acceptance and signature of this Agreement, with or without appropriate payment, this Agreement holds the Package for Partner and will become legally enforceable against the Partner in accordance with its terms.

<p>For and on behalf of CONNECTED INTELLIGENCE LTD (“Organiser”)</p> <p>Authorised signatory:</p> <p><i>Kristina Neligan</i></p> <p>Name in Print:</p> <p>Kristina Neligan</p> <p>Title:</p> <p>VP Partner Success</p>	<p>For and on behalf of Agència per a la Competitivitat de l'Empresa (ACCIÓ) ( “Partner”)</p> <p>Authorised signatory:</p> <p>By authorization of the CEO Resolution 7/2022 of 3 November 2022</p> <p>Name in Print:</p> <p>Joan Romero Circuns</p> <p>Title:</p> <p>Executive Director</p>
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