

GENERAL TERMS AND CONDITIONS FOR SPONSORS OF EASYFAIRS IBERIA S.L.U.

Article 1 – Identification and purpose

EASYFAIRS IBERIA S.L.U. (hereinafter, “EasyFairs”) is a Spanish company devoted to organizing professional trade shows domiciled in C/ Edgar Neville, 27 -28020 Madrid, with Tax I.D. B-85454700. The purpose of this Agreement is to govern the terms and conditions under which the Sponsor may access the sponsorship services contracted.

Article 2 – Sponsorship conditions

The signature of the Sponsorship Order entails the acceptance of the present general terms and conditions of EasyFairs. Except in those cases where EasyFairs rejects said Sponsorship Order, the dispatch of the Order by the Sponsor implies its final and irrevocable acceptance of our sponsorship services at the price agreed and of the annexes to said general terms and conditions, if any.

Article 3 – Term

The period of sponsorship shall be limited to the duration of the professional trade show sponsored, except if the parties agree on a different duration in the special terms and conditions of each sponsorship or in any documents annexed hereto.

Article 4 – Consideration and means of payment

The Sponsorship price will be that specified in the Sponsorship Order. Said price will be paid as follows: (i) 50% will be paid upon the signature of the Sponsorship Order, and the remaining 50% will be paid at least 3 months prior to the opening date of the Professional trade show in question. The amounts indicated in the invoices issued shall be paid in Euros by wire transfer into the bank account number indicated in the invoice and without any type of discount or deduction.

Article 5 – Non-payment

Failure to pay one or more due invoices shall result in the immediate loss (“ipso iure”) of the sponsorship right, without prejudice to EasyFairs’ right to claim any amounts owed by the Sponsor and any damages caused. Any claims concerning invoices issued must be notified in writing by the Sponsor within eight (8) days as of the date of receipt of the invoice. Otherwise, the Sponsor shall be deemed to have accepted the invoice. In no event may a claim regarding an invoice exempt the Sponsor from its obligation to pay said invoice when due. Any amounts paid by the Sponsor shall inure to the benefit of EasyFairs and shall be devoted to the payment of costs incurred, without prejudice to EasyFairs’ right to request damages.

Article 6 – Cancellation and waiver of Sponsorship

Sponsorship may not be cancelled once a Sponsorship Order has been signed. In the event of cancellation of the sponsorship on whatever grounds, the following rules shall apply: (i) if the cancellation takes place 30 days or more prior to the date of the Trade Show, the Sponsor shall pay an amount equal to 100% of the sponsorship price agreed; (ii) if the cancellation takes place less than 30 days prior to the date of the Trade Show, the Sponsor shall pay an amount equal to 100% of the sponsorship price agreed plus €1,000 as damages.

Article 7 – Force majeure or unforeseeable circumstances

Should it be necessary to change the date and/or location of the event for any reason beyond the control of EasyFairs (including, but not limited to, any action taken by the owner of the event, strikes or any other type of labor contingencies affecting the personnel of EasyFairs), EasyFairs may decide, in its sole discretion, to (i) cancel the event, (ii) change the date and/or location of all or part of the event, (iii) dismantle or change the organization of the event, (iv) reduce the period of preparation of the event, in all cases with no obligation to reimburse the amount paid by the Sponsor. The Sponsor is aware of and accepts that in the event of such occurrence, the decision to reimburse any amounts paid shall be in the sole discretion of EasyFairs. Should EasyFairs decide to reimburse the price paid by the Sponsor, said reimbursement shall be made in proportion to the amounts received by EasyFairs for the Sponsorship, upon deducting any costs and expenses incurred and damages deemed reasonable by EasyFairs, if any.

The amount reimbursed shall in no case be in excess of the price paid by the Sponsor. If, for whatever reason (including commercial reasons) other than force majeure or the existence of unforeseeable circumstances, EasyFairs decides not to organize the event, the Sponsor shall be entitled to claim the reimbursement of any amounts paid but shall waive its rights to claim damages against EasyFairs.

Article 8 – Intellectual and Industrial Property

The Sponsor represents and guarantees that it is the holder or authorized licensee of all intellectual and industrial property rights, domain names and image rights which may be necessary for the sponsorship of its products or services by EasyFairs. The Sponsor hereby assigns non-exclusively to EasyFairs any intellectual and industrial property rights, domain names and image rights which may be necessary to perform this Agreement. EasyFairs shall not be liable to the Sponsor for any losses, claims, penalties, damages, liabilities and/or expenses incurred in connection with the infringement of any third-party Intellectual or Industrial Property Rights which may result from the present Agreement. The Sponsor may not use any Property Rights in the marks of EasyFairs without the latter’s prior written consent.

Article 9 – Termination

Other than on the grounds established by law and by operation of the clauses herein, this Agreement shall be terminated on the following grounds: (a) the mutual agreement of the parties, (b) the finalization of the professional trade show which is the subject of this Agreement, (c) the breach of any obligations herein by either party.

Article 10 – Protection of personal data

The parties undertake to keep the fullest secrecy with regard to any personal data they may gain access to in compliance with the provisions of this Agreement and to comply with all and any regulations applicable to data privacy and protection.

Article 11 – Invalidity

In the event that any clause in this Agreement is declared null and void in whole or part by any court or competent authority, the remaining clauses shall remain fully valid, except if the parties discretionally decide to terminate de Agreement.

Article 12 – Assignment

Neither this Agreement nor any rights and obligations herein may be assigned by either party without the prior written consent of the other party. Said consent may not be denied for unjustifiable reasons. Furthermore, changes in EasyFairs resulting from a merger, transformation, demerger or incorporation of new branches of activity shall not be deemed to be an assignment or transfer, and the Sponsor waives expressly any rights to which it may be entitled as a consequence of said changes.

Article 13 – Applicable law and jurisdiction

In all respects not included herein, this Sponsorship Agreement shall be governed by the provisions of article 22 and concurrent articles of General Advertising Act 34/1988, of 11 November (Ley 34/1988, de 11 de noviembre, General de Publicidad). These Terms and Conditions shall be governed by Spanish law. The parties agree to submit any disputes arising in connection with the interpretation, performance or fulfilment of the present Terms and Conditions to the Civil Courts and Tribunals of the Madrid. Prior to filing any judicial action, the Sponsor shall submit a written claim to EasyFairs, which will resolve on the matter within fifteen (15) days to be counted as of the day following the delivery of the claim to EasyFairs. Should EasyFairs reject the claim or fail to respond, the Sponsor may file any legal actions as it deems fit.

Signature and company seal