

TERMS AND CONDITIONS: INTEGRATED LICENSING AGREEMENT

These Terms and Conditions form part of the Agreement between The Economist Group and Client and refer to words defined in the Integrated Licensing Agreement (or any agreement in which these terms are incorporated by reference).

1. Payment Terms

All fees expressed herein are exclusive of sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to Client in addition to the fees. In addition to the fees, Client will be responsible for the payment of any withholding taxes that may be payable. Travel expenses are not included in the fee(s) and, if such charges are incurred, they will also be charged to Client in addition to the fees. All fees are non-refundable (except as otherwise specified herein) and are due within net 30 days of the invoice date. Payments made after the due date may be (in The Economist Group's discretion) subject to a late fee equal to the lesser of 1.5% per month or the maximum allowed by law.

2. Licence of Trademarks

- 2.1 Where The Economist Group gives approval in writing in advance, The Economist Group grants to Client a non-exclusive, non-sub-licensable licence (during the term of this Agreement) to use the "Economist Intelligence Unit", "Economist Events", "Economist Films" or "(E) BrandConnect" (as applicable) name and/or logo, for the purpose only of: (i) promoting and marketing the Event(s), or (ii) attributing the Deliverables to Economist Films, Economist Events, EIU or (E) BrandConnect (as applicable) in accordance with this Agreement, PROVIDED THAT in each case (a) these trademarks will only be used in the exact format and specification as directed from time to time by The Economist Group, (b) all advertising, promotional, marketing and other material which feature the trademarks (in any medium or media) will be subject to the prior review by and written approval of The Economist Group before their publication or use, and (c) Client will not modify, amend or add to the content or format of any of the licensed trademarks in any manner.
- 2.2 Other than as provided for in this clause 2 (License of Trademarks), nothing in this Agreement will be deemed to vest in Client any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under licence by The Economist Group (or any of its affiliates) or grant to Client any right or licence to any other intellectual property rights of The Economist Group or its affiliates, all of which will, at all times, remain the exclusive property of The Economist Group and its affiliates.
- 2.3 During the term of this Agreement, Client grants The Economist Group a non-exclusive, non-sub-licensable licence to use Client's trademarks, trade names and corporate name for the sole purpose of the Project and providing the Deliverables and materials associated therewith. For the avoidance of doubt, Client review and approval will not be required in respect of uses made in conjunction with this clause.

3. Confidentiality and Privacy

- 3.1 The parties recognise that in the course of the Project, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorised party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain (through no fault of the recipient), or (ii) developed independently by the recipient (without reliance on the information).
- 3.2 For the avoidance of doubt, the terms of this Agreement (including the fees) will be treated as confidential by Client and will not be disclosed to any third party without the prior written agreement of The Economist Group unless the forging exceptions apply.
- 3.3 The use and disclosure of lists containing information relating to any individual are regulated by privacy and data protection laws. Such information may also be subject to obligations of confidentiality. Therefore, The Economist Group does not accept any obligation to supply Client with any mailing or other lists unless otherwise expressly provided for in the Agreement. Any obligation by The Economist Group to supply Client with any mailing or other lists (or similar data) is subject to any restrictions imposed by applicable laws and regulations and the preferences expressed by the individuals. If, for any reason, Client obtains such information in connection with the Project, Client will treat that information as confidential and comply with all applicable laws and regulations which relate to such information. Where, for the purpose of marketing the Event, Client provides to The Economist Group the information of individuals including but not limited to its clients and/or prospective clients, Client represents and warrants that: (i) it has obtained all necessary consents to use and transfer the information for the purposes outlined in this Agreement and it has complied with all applicable laws and regulations which relate to the use of such information; and (ii) that The Economist Group's use of such information in accordance with this Agreement will not breach any applicable laws or regulations. Client agrees to indemnify and hold The Economist Group and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by The Economist Group and/or any of its affiliates arising out of or related to a breach of this clause 3 (Confidentiality and Privacy) and/or misuse of such information.

4. Warranties and Limitations of Liability

- 4.1 Each party warrants that: (i) it is the owner or licensee of all trademarks or copyrighted material it supplies hereunder or is licensed to grant the rights in any material to the other under this Agreement; (ii) to the best of its knowledge and belief, no such material is defamatory of any person; and (iii) it has full right, power, and authority to enter into and perform its obligations under this Agreement.
- 4.2 Except as provided for herein, The Economist Group gives no warranties in respect of the Deliverables, any applicable Event or Films, or any aspect of the Project, and to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Other than to the extent required as a matter of law: (i) neither party nor its affiliates will be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the use of (or failure to use) or reliance on the Deliverables or other aspect of the Project or in connection with this Agreement; and (ii) the maximum aggregate liability of either party for any claim in any way connected with therewith or this Agreement (whether in contract, tort or otherwise, including any negligent act or omission) will be limited to the amount paid by Client to The Economist Group under this Agreement in the preceding twelve-month period.
- 4.3 Notwithstanding anything to the contrary contained herein, The Economist Group does not accept any obligation to provide video, audio, or any other content containing a participant or attendee of any applicable Event unless that participant/attendee has signed The Economist Group's standard release form authorising The Economist Group to provide such content to Client.
- 4.4 Neither The Economist Group nor its affiliates can accept any responsibility or liability for reliance by Client (or any person) on the Deliverables or any information provided in relation to this Agreement, including, without limitation, the content of any applicable speaker and/or presentation or materials published in connection with any applicable Event.

5. Intellectual Property

- 5.1 For (E) BrandConnect Deliverables: The copyright in and to the Deliverables will be owned exclusively by Client, save with respect to all pre-existing or independently developed intellectual property of (E) BrandConnect, its affiliates, or its licensors (as applicable). For the avoidance of doubt, where material that is produced by (E) BrandConnect licensors is used in a Deliverable, Client agrees to comply with any additional terms of the licensors.

5.2 For all other Deliverables: Other than Client-provided intellectual property that may be included in the Deliverables (where applicable), all intellectual property rights in and to the Deliverables and materials relating to them (including without limitation copyright, database rights and rights in databases) will be owned exclusively by The Economist Group, which, for purposes of this Agreement, includes its parent company, The Economist Newspaper Limited. Other than as provided for in this Agreement, the Economist Group hereby grants to Client a perpetual, non-transferable, non-exclusive, worldwide, royalty-free license to use and distribute the Deliverables in the manner described in the Agreement and subject to rights or restrictions of The Economist Group licensors (as applicable). For the avoidance of doubt, where material that is produced by licensors is used in a Deliverable, Client agrees to comply with any additional terms of the licensors. Material of licensors may include, but is not limited to, music and images. Other than as provided for herein, nothing in this agreement will be deemed to vest in either party any intellectual property rights of the other party or its affiliates. Client will display the following disclaimer and copyright notices whenever any EIU Deliverables (or any extract from them) are accessed or distributed:

- (i) copyright notice: "© [year of first publication] The Economist Intelligence Unit Ltd. All rights reserved."
- (ii) disclaimer: "Whilst efforts have been taken to verify the accuracy of this information, neither The Economist Intelligence Unit Ltd. nor its affiliates can accept any responsibility or liability for reliance by any person on this information."

6. EIU and (E) BrandConnect: Adjustments to Deliverables

The Economist Group will perform the Deliverables in a professional and workmanlike manner. The Economist Group reserves the right to make what it deems to be appropriate and reasonable adjustments to the Deliverables (for example, where certain data is not available as expected). Client acknowledges that any timeframes are estimates only, and that changes to the Deliverables requested by Client may require a revision of time and resource requirements, fees and the delivery schedule of the Project. Any adjustment to the fees will be subject to mutual written agreement of the parties. Unless otherwise provided for in this Agreement, where Client review in respect of any aspect of the Deliverables is required, such review will be deemed to have been made after 5 business days from the date of request unless Client objects (or provides its comments) within such timeframe. If The Economist Group determines that such Deliverables cannot be performed as anticipated, The Economist Group may terminate this Agreement and provide to Client a refund in an amount equivalent to the unfinished work; in such event, The Economist Group will have no further liability or obligation relating to this Agreement.

7. Events: Adjustments to Deliverables

7.1 The Economist Group strives to provide high quality events that operate efficiently and treat sponsoring organisations as stakeholders in the event being sponsored. However, The Economist Group does not provide any guarantee about the schedule of the Event, the speakers, the delegates or the number of delegates which may attend, the topics to be covered, the results arising from the Event or any other aspect of the Event, and The Economist Group reserves the right to impose some conditions on the benefits offered to sponsoring organizations. Most conditions are seldom acted upon, but they are intended to ensure that the Event meets The Economist Group's high standards. Accordingly, notwithstanding anything else to contrary, The Economist Group reserves the right:

- (i) to select all speakers and panellists for all sessions of the Event;
- (ii) to ensure the appropriate profile and seniority of delegates is maintained by discouraging or refusing entry to any person at their absolute discretion;
- (iii) to determine the programme for the Event, including (but not limited to) scheduling of speakers, sessions, meals and receptions;
- (iv) to determine the size and positioning of hospitality suites (or similar booths or areas) and exhibition stands;
- (v) to determine the size and positioning of the Client's name and logos on signage and other Event materials, and whether such logos appear in colour or black and white;
- (vi) to determine the position of any Client Advertisements (as defined below) and/or corporate profiles in the Event brochure or other Event materials;
- (vii) to use the Client's name instead of its logo in certain instances where space and design constraints prohibit the use of the logo;
- (viii) to determine the positioning of the Client's Advertisements at the Event and in Event materials;
- (ix) to change the name of the Event; and
- (x) to re-schedule the Event.

7.2 Changes or Cancellation:

- (i) The Economist Group will not be held responsible for any loss or damage arising from any change in the Event or its programmes or the involvement of particular speakers or delegates, or from the cancellation of or any change to the date(s) or venue(s) for the Event, for whatever reason. No refunds will be made in respect of instalments paid prior to the Event once the Event has been held.
- (ii) In the event of cancellation of Client's sponsorship of the Event caused by a breach of the Agreement by The Economist Group, The Economist Group will refund any fees paid by Client relating to the Event.
- (iii) In the event of cancellation of Client's sponsorship of the Event caused by a breach of the Agreement by Client, no part of the fees paid by Client will be refundable.
- (iv) In the event of a cancellation of Client's sponsorship of the Event caused by events outside The Economist Group' control, or in circumstances not explicitly dealt with in this clause 7.2 (Changes or Cancellation), no part of the fees paid by Client will be refundable. However, The Economist Group will, in the case of such cancellation, grant Client the opportunity to apply the fees towards the sponsorship of another event hosted by The Economist Group (on the same terms as set out in this Agreement).

8. Client Advertisements

Client is solely responsible for any liability arising out of the publication of any Client-provided advertisement or relating to any material to which users can link through any such advertisement ("Advertisement"). Client represents and warrants that any and all Advertisements and any links comply with all advertising standards, applicable laws and other regulations and do not contravene any third party's rights; that it holds the necessary rights to permit the publication and use of such Advertisements by The Economist Group for the purpose of this Agreement; and that the use, reproduction, distribution or transmission of such Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity. Client agrees to indemnify The Economist Group and hold it and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by The Economist Group and/or any of its affiliates arising out of or related to a breach or any of these representations and warranties or otherwise incurred, directly or indirectly, as a result of the publication of any Advertisement. Publication of any Advertisement does not constitute acceptance by The Economist Group that the Advertisement does conform to this clause and The Economist Group has a continuing right to require the Client to change or modify any Advertisement to the extent it deems necessary to conform to such requirements. The Economist Group reserves the right to withdraw any Advertisement from publication at any time without liability to the Client if it considers in its absolute discretion that such Advertisement or any material to which users can link through such Advertisement fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of The Economist Group. To the full extent permitted by law, The Economist Group will not be liable for any loss or damage,

whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to any Advertisement or this Agreement or any error in any Advertisement or any failure of any Advertisement to appear from any cause whatsoever. The Economist Group will not be liable for any error in any published Advertisement nor its failure to appear at a specified time or in any specific position or place. Client will procure that: (i) no Advertisement will place or cause to be placed a cookie or any other tracking or monitoring code on any computer or device of a user of and Economist Group website on which it appears unless it obtains The Economist Group', and that user's, explicit prior permission, and (ii) if applicable, that all Advertisements comply the EU Directive 2001/58 on Privacy and Electronic Communications as amended by Directive 2009/136. The Economist Group reserves the right to withdraw any Advertisement from publication at any time without liability to Client if it considers, in its discretion, that such Advertisement or any material to which users can link through such Advertisement, fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of The Economist Group.

9. **Miscellaneous**

The parties acknowledge and agree that: (i) nothing in this Agreement will imply any partnership, agency or joint venture relationship between the parties; (ii) for the purposes of this Agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party; (iii) "Economist Intelligence Unit", "EIU", "The Economist", "Economist Films", "(E) BrandConnect", "Economist Events" and "The Economist Group" are registered trademarks of The Economist Newspaper Limited, a parent company of The Economist Group, and nothing in this Agreement will be deemed to vest in Client any rights in the trademarks of The Economist Newspaper Limited (or its affiliates) other than any licenses that may be granted herein (as/if applicable); (iv) the provisions of this Agreement in so far as they have not been performed will remain in full force and effect notwithstanding completion of the Project; (v) the term of this Agreement will be from execution thereof until completion of the Project and any obligations associated therewith; (vi) except as expressly set out in this Agreement, no other rights or privileges are offered or implied in connection with the Project; (vii) the parties will bear their own costs and expenses relating to the Project, except as expressly set out in this Agreement; (viii) neither time for payment nor delivery of the Project will be of the essence of the Agreement; (ix) nothing in this Agreement will prevent or restrict The Economist Group (or its affiliates) from providing services to any third-party, including but not limited to services similar to those outlined in this Agreement; (x) each party will and will use all reasonable endeavours to procure that any necessary third-party will execute such documents and perform such acts or do such things as may reasonably be required for the purpose of giving full effect to this Agreement; (xi) this Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties (and any pre-printed forms or other terms provided by Client), with respect to the subject matter hereof; (xii) no modification of this Agreement will be effective unless set forth in a writing signed by both parties; (xiii) no waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion; (xiv) in the event of a conflict between this Agreement and any other terms, this Agreement will prevail (including, but not limited to any pre-printed forms or any purchase or insertion orders issued by Client after execution of this Agreement).

10. **General Data Protection Regulation (GDPR)**

10.1 The parties acknowledge that each will be an individual Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. More specifically, the parties acknowledge they are each a Data Controller for the purposes of customer data that may be captured or exchanged under the Agreement and a Data Processor for purposes of fulfilling their other obligations under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require.

10.2 Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.

10.3 The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 1 and 2 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:

- (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
- (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
- (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;
- (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
- (v) it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
- (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
- (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
- (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;
- (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data

Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.