

Corporate Partner - UK Department for Business and Trade

WORLD FOOTBALL SUMMIT ASIA 2024

In Madrid, on the day of

BETWEEN

On the one hand, [REDACTED] representing the commercial company **NEXUS FOSTERING PARTNERSHIP S.L.**, [REDACTED]. He makes use of the powers she holds by virtue of [REDACTED] position as attorney-in-fact of said company (hereinafter, "the **ORGANISER**").

And, on the other hand,

[REDACTED]

[REDACTED] makes use of the powers deriving from his position in the said company (hereinafter, "the

PARTNER" and collectively, "the **PARTIES**").

SET FORTH

- I. That the **ORGANISER** is a specialized company that excels in managing and expediting commercial processes using our platform, which seamlessly connects various entities within the football industry through flagship events, verticals, communication plans, commercial agendas and more.
- II. The **ORGANISER** is organising a major event on the football industry, which will serve as a platform for the exchange of ideas, knowledge and commercial transactions

of all those companies directly or indirectly related to the economic sector of football as an industry. This initiative will take place in (hereinafter "WFS"), for which the **ORGANISER** holds all rights.

- . The **ORGANISER** is interested in the participation of different companies in WFS to jointly showcase their products and services of interest of the industry at the event, under a series of parameters and conditions established in this contract.
- I. That the **PARTNER** is interested in contracting a Lounge Area until the termination of the present contract, being the assets and contracted services offered in the proposal and hosted on the relevant dates such as the days of the event or assets and services throughout the year.
- II. That the **ORGANISER** is empowered and authorized by legal contract to sublet to third parties and commercially exploit certain spaces within the venue where the event is held during the days of WFS.
- III. That, based on the above, the **PARTIES** agree to enter into this contract in accordance with the provisions of the following:

CLAUSES

1. FIRST - OBJECT

1.1. That **PARTNER** hereby declares that it is interested in participating in WFS as Official Corporate Partner by contracting a lounge area , providing financial support to the **ORGANISER** in consideration for certain promotional rights, the terms and conditions of which are detailed throughout this document, complemented by the corresponding commercial proposal.

2. SECOND - FINANCIAL CONSIDERATION

2.1. In consideration for its Lounge Area contract at WFS, the **PARTNER** shall pay to the **ORGANISER** the amount of **Twenty-seven thousand five hundred euros (27.500€) + VAT (if applicable)**, this being an essential condition of this contract.

2.2. The **PARTNER** shall provide the **ORGANISER** with this amount as follows:

2.2.1. Payment of 100% of the total amount of the payment, equivalent to **Twenty-seven thousand five hundred euros (27.500€) + VAT (if applicable)**, which shall be made at the time of signing this contract, by bank transfer to the current account designated for this purpose by the **ORGANISER**, in order to make effective its validity and reservation. A copy of the transfer shall be included as an annex to this contract. If such transfer is revoked or does not reach the **ORGANISER's** bank account within five (5) days after the signature, it shall be understood as not made and, consequently, the contract shall not be concluded.

2.2.2. The amount to be received by the **ORGANIZER** in the provided bank account shall be equivalent to the amount stated in this clause, with the **PARTNER** assuming the transfer expenses if applicable.

2.2.3. In the event that the **PARTNER** does not pay said amount in accordance with these terms, it shall be understood as withdrawal of its intention to participate in WFS and, consequently, this contract shall be terminated by operation of law without the need for any notification by the **ORGANISER** to the **PARTNER**. The **ORGANISER** shall have no obligation to return the amount paid at the time of signing this contract, making it its own as compensation for the expenses incurred in preparing the referred service at the event without the need to prove the amount thereof.

3. THIRD - OBLIGATIONS OF THE ORGANISER

3.1. The **ORGANISER**, by virtue of this contract, undertakes to grant the **PARTNER** the following facilities:

- **Lounge Area WFS Asia 24**
 - A space at WFS Asia of about 55-60 m².
 - A 65" television screen.
 - Two (2) Chill zones (with couches, chairs, ect..).
 - Four (4) high Tables with stools.
 - One Counter for guest Reception.
- **Ticketing**
 - Twenty (20) Corporate Passes.
- **Communication***

- Announcement in the event's Newsletter.
- Logo presence in the Newsletter brands at WFS during the event.
- Presence of the logo in the Mailings.
- Feature in Weekly Reads.
- Instagram post.
- Exclusive Instagram story.
- Mention or tag on Facebook, LinkedIn, and X.
- Logo presence on the event's website (Partners section).
- Inclusion in the event program.
- Logo presence in the event app.
- Sponsorship of a podcast episode.
- Branded segment within the podcast.

* **Terms:** All these actions must be agreed upon within a maximum period of 6 months after the contract is signed. If the client does not express their intention to activate their communications within this period, they will forfeit the right to claim them. Certain actions require a minimum lead time for activation. If such activation is no longer possible due to the event date approaching, it will be understood that they cannot be executed.

4. FOURTH - PARTNER'S OBLIGATIONS

4.1. The **PARTNER** undertakes to participate in WFS. Therefore, in accordance with this contract, the **PARTNER** undertakes the following:

4.1.1. In accordance with the provisions of this contract, the **PARTNER** agrees to provide the services contracted in which the **PARTNER** takes an active part, including confirmation of content and speakers, preferred target audience, as well as the delivery of support material (presentations or videos, among others) with the necessary advance notice to ensure adequate preparation and the smooth running of the conference. The **ORGANISER** shall have the right not to accept audiovisual material one week before the event, considering that the **PARTNER** does not need such material and that the WFS production team may choose the content that best suits the smooth running of the event.

4.1.2. The **PARTNER** agrees to provide the requested information to the WFS team before 15.11.2024 to ensure the proper provision of services by the **ORGANISER** and guarantee their successful execution. In the event that the **PARTNER** fails to deliver the required graphic material by the specified deadline, the **PARTNER** will be liable to pay the **ORGANISER** 35% of the costs associated with stand production.

Additionally, the **ORGANISER** reserves the right to exclude the **PARTNER** from any physical materials at the event (such as guides, signage, etc.) if the necessary material is not provided by the specified deadline.

4.1.3. The **PARTNER** shall designate in advance and within a reasonable period of time the person(s) who will participate in its representation at the Lounge Area designated for the exhibition during WFS if any. The **ORGANISER** assumes no employment relationship or obligation of any kind with this person(s), being this/these person(s) the **PARTNER's** sole responsibility.

4.2. The **PARTNER** undertakes to return in good condition all materials provided by the **ORGANISER** for the proper development of its commercial work at the Lounge Area if any. In turn, the **PARTNER** and the persons representing it shall ensure exemplary behavior during WFS.

4.3. In accordance with the indications set out in the Second Clause, called Financial Consideration, of this contract the **PARTNER** shall pay the sum of **Twenty-seven thousand five hundred euros (27.500€) + VAT (if applicable)**.

5. FIFTH - IMAGE AND INTELLECTUAL PROPERTY RIGHTS

5.1. The **PARTNER** guarantees that the **ORGANISER** is the legitimate and exclusive owner of all intellectual property and trademark rights generated during the framework of WFS activities and, therefore, the **PARTNER** agrees that they may be commercially exploited and/or transferred to third parties, including the reproduction, distribution, public communication or transformation that may be required.

5.2. The **PARTNER** authorizes the **ORGANISER** to make use of the distinctive signs and trademarks owned by the **PARTNER**, solely and exclusively for advertising and promotional purposes of WFS. The aforementioned authorization does not imply the granting in favor of the **ORGANISER** of a license, of any nature whatsoever, on the **PARTNER's** trademarks.

5.3. The **PARTNER** declares to be the legitimate owner of the aforementioned trademarks and rights, and therefore shall be liable and shall hold harmless the **ORGANISER** for any damage, claim or penalty arising as a result of its use by

the **ORGANISER** if such claim or penalty is caused by circumstances attributable to the **PARTNER**.

5.4. In all cases in which, as a consequence and in the application of the agreements established herein, the **PARTNER** considers it necessary to use WFS logos, it shall request prior authorisation from the **ORGANISER** regarding the type of use requested. The authorization, which in any case shall be granted in writing, shall specify the use or uses for which it is recognized, as well as the period of validity, which in no case shall exceed the term of this contract.

5.5. The natural persons representing the assets or services contracted on behalf of the **PARTNER** during the activities of WFS, expressly allow the **ORGANISER** to obtain, reproduce or publish, by itself or through a third party, any image rights of a personal nature that occur during their attendance at WFS (such as photographs, filming and/or recordings of any kind), in strict compliance with the legal provisions on the fundamental right to one's own image.

6. SIXTH - DATA PROTECTION AND CONFIDENTIALITY

6.1. Data protection

6.1.1. In accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and Organic Law 3/2018, on the Protection of Personal Data and Guarantee of Digital Rights, the natural persons signing this contract on behalf and in representation of each of the **PARTIES** or in their own name and right, are informed that the personal data provided may be processed by the other party in the exercise of its activity and for the purpose of maintaining the contract and the relations arising therefrom, and may exercise their rights of access, rectification, deletion, opposition, limitation and portability that may apply to such data, which may be exercised expressly at the registered office of each entity that is declared known by them.

6.2. Confidentiality

6.2.1. None of the **PARTIES** shall disclose to any third party any kind of information (documentation, creations, ideas, projects, materials and any other kind of work or work developed by third parties, etc.) to which they have access or become aware of as a result of the performance of

this contract, their participation in the virtual tools developed by the **ORGANISER** or any other service or business relationship they maintain (hereinafter, the "Confidential Information"):

- Said information will be treated in a strictly confidential manner, using it solely and exclusively for the purposes expressed in this contract or for the service that has been contracted, adopting the necessary security measures so that its content is not disclosed to third parties; all without prejudice to compliance with the obligations relating to personal data established in the legal provisions;
- Upon termination of the business relationship or service in question, or at the request of the **ORGANISER** or the owners thereof, the Confidential Information shall be returned to its owners or destroyed, without retaining any copy thereof.
- The breach by either party of this confidentiality clause shall entitle the other party to terminate this contract and furthermore to claim damages.

6.2.2. The company undertakes to safeguard the confidentiality of sensitive information contained in the contracts and will not disclose specific details without the express consent of the Client. If any Client does not wish their contract to be shared with our local collaborators or event co-developers, written notification must be provided to our company within a reasonable period after contract signing. In case such notification is received, the company will refrain from sharing the contract with the mentioned collaborators.

7. SEVENTH - DURATION, TERMINATION AND LIABILITY

7.1. Duration

- 7.1.1.** The present contract comes into force on the day of its signature and its duration will extend until the end date of the 2024 edition of WFS Asia which will take place on the 2nd and 3rd of December.

7.2. Resolution

- 7.2.1.** This contract may be terminated by either of the **PARTIES** in the event of breach by the other of their respective obligations, provided that the party in breach of the contract reliably requires the correction of the breach in question and such correction does not take place within a maximum period of ten (10) days, except as agreed in the second stipulation in which the termination is automatic.

- 7.2.2.** In this sense, the termination will operate automatically and as of right (i) from the moment in which the aforementioned term elapses without the breach in question having been fully remedied or (ii) from the issuance of the notice of termination to the defaulting party, when the breach cannot be remedied.
- 7.2.3.** In the event of termination due to breach of contract, the party not causing the breach reserves the right to exercise the actions it deems appropriate for the compensation of the corresponding damages.
- 7.2.4.** Notwithstanding the foregoing, the **ORGANISER** may terminate this contract, returning to the **PARTNER** the corresponding economic consideration in accordance with this clause, without any additional indemnity or compensation to the **PARTNER**, in the event that the 2024 edition of WFS is not held as set forth in this agreement, if so decided voluntarily by the **ORGANISER** based on profitability criteria according to the number of participants.
- 7.2.5.** The **ORGANISER** shall inform the **PARTNER** of this circumstance in writing, as soon as the **ORGANISER** has made such decision, and shall return to the **PARTNER** the aforementioned economic consideration within ten (10) days, by bank transfer to the account designated by the **PARTNER** for such purpose.
- 7.2.6.** In the event that the fulfillment of this Contract is prevented, hindered or delayed by any of the parties due to causes beyond their control, said party will be excused from fulfilling it as long as this cause necessarily prevents, hinders or delays it and while it lasts, this Contract will be suspended as long as and to the extent that said cause prevents, hinders or delays fulfilment, as long as the affected party gives notice of the cause to the other party as soon as possible and takes reasonable measures to eliminate or correct it.

When the effect of the alleged impediment or incident is temporary, the above consequences will only apply while the alleged impediment prevents the performance by the party concerned of its contractual obligations. In any of these cases, the **PARTNER** shall expressly hold the **ORGANISER** harmless from any claims by it or third parties for any concept, as well as from the payment of any fees or possible expenses incurred by the **PARTNER** until that moment.

In case of a necessary postponement of the event due to force majeure causes, any fees paid by the **PARTNER** to the **ORGANISER** will be withheld by the **ORGANISER** and the **PARTNER** will retain all contracted rights at the time when the force majeure cause disappears and the event can finally take place.

7.3. Liability

7.3.1. In the event that the **ORGANISER** incurs liability to the **PARTNER**, the maximum liability of the **ORGANISER** to the **PARTNER**, for any concept, shall be equal, as a maximum, to the economic consideration paid by the latter in accordance with the second specific clause of this document.

8. EIGHTH - ASSIGNMENT OF THE CONTRACT

8.1. This contract has a very personal nature, so that the **PARTNER** may not assign or subcontract with third parties, including those of its own business group, the rights and obligations undertaken herein, unless expressly authorized by the **ORGANISER**.

9. NINTH - JURISDICTION

9.1. Any disputes that may arise regarding the interpretation, development, modification, termination and effects that may arise from the application of this contract must be resolved amicably. If agreement is not possible, the Courts and Tribunals of Madrid are appointed to resolve such disputes.

10. TENTH - COLLABORATION BETWEEN SIGNATORY PARTIES

10.1. The **PARTIES** shall collaborate at all times, in accordance with the principles of good faith and efficiency, to ensure the correct execution of what has been agreed and to encourage and promote the development of the actions that have been jointly agreed.

11. ELEVENTH - DECLARATION

11.1. The **PARTIES** declare that they have taken cognizance of the terms and conditions of the assets and services rental agreement, which formalizes the

registration of the **PARTNER** in WFS, and therefore the **PARTNER** shall deliver to the **ORGANISER** the agreed amount.

Signed by:

[REDACTED]

[REDACTED]

[REDACTED]

12/11/2024

[REDACTED]

13/11/2024