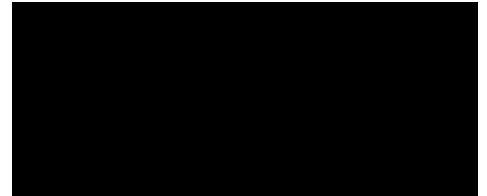
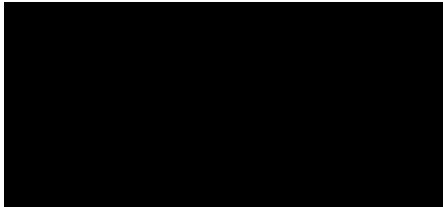




PARTNERSHIP AGREEMENT

Principal Contacts:



Agreement for sponsorship between Insurtech Insights Ltd and Department for International Trade. This sponsorship agreement ("**Agreement**") is made by and between:

1. Insurtech Insights Ltd, a company duly incorporated under the Laws of England & Wales with registered office at 21 Buckingham Gate, London, SW1E 6LB (hereinafter referred to as the "**Organiser**");

And

2. Department for International Trade, a company duly incorporated under the laws of United Kingdom, with registered office at Department for International Trade. [REDACTED]

As part of this Agreement, the Sponsor agrees to provide financial support to the Event subject to the terms and conditions laid out in this Agreement.

Sponsorship Scope: ITI Europe -1st & 2nd March 2023

- 4x4m exhibition pavilion - build & take down included
- Included with the pavilion is branding, poster tables and chairs for 4 IC (early stage) participants.
- Total of 10 x tickets
- Branding as a Silver sponsor
- Bronze sponsorship branding for each of your represented members
- The 20% Ticket Discount using the DIT20 code is for InsurTech Corridor participants who are attending but not exhibiting at the conference.
- 10% on additional & future sponsorships of DIT members



Sponsorship Fee

Subject to the provisions of this Agreement and to the Organiser performing its obligations hereunder and in consideration of the rights granted by the Organiser to the Sponsor, the Sponsor agrees to pay a final fee of **GBP £25,000 + VAT (if applicable) - “Final Fee”**

Payment terms: 21 days from signed contract

Signature

[Redacted signature area]

Signature

[Redacted signature area]



INSURTECH INSIGHTS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Definitions and Interpretation

In these Conditions, the following terms have the following meanings:

- 1.1 "**Agreement**" means these Conditions and the Application Form;
- 1.2 "**Application Form**" means the application form to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as Insurtech Insights shall choose in its absolute discretion to accept;
- 1.3 "**Client**" means the person, firm, company or entity set out in the Application Form;
- 1.4 "**Conditions**" means these Insurtech Insights: Sponsorship and Exhibition Terms and Conditions;
- 1.5 "**Conference**" means the conference run by Insurtech Insights as set out in the Application Form;
- 1.6 "**Data Protection Law**" means the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Insurtech Insights or Client processes personal data or is established;
- 1.7 "**Directive**" means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
- 1.8 "**Event Guide**" means Insurtech Insights's event guide in respect of the Package as may be updated by Insurtech Insights from time to time;
- 1.9 "**Exhibition Stand**" means a stand (or part of a stand) constructed by Insurtech Insights or Client as set out in the Application Form;
- 1.10 "**Fees**" means the fees payable by the Client for the Package as set out in the Application Form;
- 1.11 "**Force Majeure Event**" means any event arising that is beyond the reasonable control of Insurtech Insights (including without limitation, to speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, industrial dispute affecting any third party, governmental regulations or action, military action, fire, flood, health scares, disaster, civil riot, acts of terrorism or war);
- 1.12 "**Intellectual Property Rights**" means any trade marks, service marks, logos, get-up, trade names, rights in design, patents, copyrights and moral rights, database rights, rights in know-how, trade secrets, confidential information, goodwill and rights in passing off and all other intellectual property rights or analogous rights whether registered or unregistered, together with all applications and extensions thereof, arising anywhere in the world now or in the future;
- 1.13 "**Insurtech Insights**" means Insurtech Insights, a company registered in England and Wales under number 11222524 whose registered office is 21 Buckingham Gate, London SW1E 6LB;
- 1.14 "**Insurtech Insights Group**" means any entity controlling or controlled by or under common control with Insurtech Insights;
- 1.15 "**Owners**" means the owners and/or management of the Venue;
- 1.16 "**Package**" means the sponsorship package and/or the exhibition package in relation to the Conference as set out in the Application Form;
- 1.17 "**Regulation**" means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.18 "**Reportable Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 1.19 "**Representatives**" means the employees, agents, sub-contractors and other representatives of a party;
- 1.20 "**Space**" means the exhibition space allocated to the Client by Insurtech Insights as set out in the Application Form;
- 1.21 "**Sponsorship**" means the sponsorship element of the Package as set out in the Application Form; and
- 1.22 "**Venue**" means the Conference venue set out in the Application Form.

CONDITIONS 5.4, 6 AND 13.5 DO NOT APPLY TO ANY CLIENT WHO HAS APPLIED ONLY FOR A SPONSORSHIP PACKAGE.

2. Application For Package

- 2.1 Applications for the Package must be made on the Application Form provided to the Client by Insurtech Insights. Insurtech Insights may at its sole discretion choose to accept applications by other means but, in any event, these Conditions shall apply to the exclusion of all other terms.
- 2.2 Insurtech Insights reserves the right to reject any Application Form from the Client. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Insurtech Insights to the Client (whether or not it is received).
- 2.3 These Conditions are the only terms on which Insurtech Insights is prepared to deal with the Client and no terms or conditions endorsed upon, delivered with or referred to in any purchase order or similar document delivered or sent by the Client to Insurtech Insights will form part of the Agreement.

3. Price and Payment

- 3.1 The Client shall pay the Fees together with any VAT in accordance with the payment terms stated in the Application Form. In the absence of any payment terms in the Application Form, the Client shall pay the Fees together with any VAT within 30 days of the issue of Insurtech Insights's invoice. 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 Client fails to pay any Fees on the due date for payment, Insurtech Insights shall be entitled to: (i) charge interest at the rate of 4% above the base lending rate of National Westminster Bank Plc accruing on a daily basis until the date of actual payment; and (ii) refuse entry for the Client and its Representatives to the Conference and/or refuse to provide any element of the Package and terminate this Agreement upon which the provisions of Condition 11 shall apply.
- 3.3 Insurtech Insights shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Insurtech Insights to Client for payment. In particular, Insurtech Insights shall not be responsible for any losses suffered by Client due to third party fraud or misdemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Insurtech Insights's designated bank account



only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Insurtech Insights's designated bank account, Client is required to verify the authenticity of the same directly with Insurtech Insights. Without prejudice to any other right or remedy it may have, if Insurtech Insights does not receive the Fees into Insurtech Insights's designated bank account in cleared funds by the due date for payment, Insurtech Insights shall be entitled to: (i) refuse Client, its employees and other Representatives entry to the Conference, and/or (ii) refuse to provide any element of the Package

4. Taxes

It is the intent of the parties that Insurtech Insights will receive the Fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by the Client. 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).

5. Client's General Obligations

- 5.1 The Client 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 Insurtech Insights or the Owners from time to time (including, without limitation, in relation to health and safety or security requirements).
- 5.2 The Client undertakes at all times to comply with the provisions of any Event Guide provided to it by Insurtech Insights from time to time. In the event of any inconsistencies between the Event Guide and these Conditions, these Conditions shall prevail.
- 5.3 The Client warrants and represents that it has the right, title and authority (including, without limitation that it has the necessary licences) to enter into this Agreement and perform its obligations under it and that the person signing this Agreement on behalf of the Client has the requisite authority to do so.
- 5.4 The Client shall take out and maintain at all times Commercial General Liability insurance, providing insurance for bodily injury, property damage and personal injury, as those terms are defined by Commercial General Liability insurance policies, with limits of not less than £2,000,000 per occurrence or per claim. Insurtech Insights shall be entitled to inspect the Client's insurance policy on request.
- 5.5 The Client 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 Owner, Insurtech Insights or any visitors/delegates to the Conference.
- 5.6 The Client shall not (and shall procure that its directors, officers, employees, agents, or sub- contractors 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 Client.
- 5.7 The Client shall not (and shall procure that its Representatives shall not) do or permit anything to be done that which might adversely affect the reputation or brand of Insurtech Insights, the Owners or the Conference or make any statement that is defamatory, disparaging or derogatory to Insurtech Insights, the Owners or the Conference.
- 5.8 The Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Conference is held. If the Client cannot attend the Conference due to a failure to obtain such documentation, the Fees shall remain payable in full.
- 5.9 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to filming and sound recording and photography of the Conference which may include the Client's Representatives and employees and the Client consents to the use by Insurtech Insights of any such recording or photography anywhere in the world for promotional, marketing and other purposes.
- 5.10 All items brought to the Venue by or on behalf of the Client are brought at the Client's own risk and Insurtech Insights does not accept them into its charge or control.

6. Specific Terms relating to Exhibition Space and Stand

- 6.1 Where Insurtech Insights has agreed to provide exhibition space as part of the Package, the following conditions shall apply:
 - 6.1.1 Insurtech Insights reserves the right at any time to make non-material alterations to the floor plan of the Conference or in the specification for the Client's stand as in their reasonable opinion they consider to be in the best interest of the Conference including, without limitation, altering the size, shape or position of the Space;
 - 6.1.2 Insurtech Insights permits the Client, subject to the terms of this Agreement, to use the Space for the purpose of displaying goods and exhibits at the Conference. Such use shall not constitute a tenancy or lease of the Space and the Client acknowledges that it shall have no other rights to or interest in the Space;
 - 6.1.3 the Client undertakes to occupy the Space in time for the opening of the Conference and not to close the Exhibition Stand prior to the end of the Conference. In the event that the Client fails to comply with this clause, Insurtech Insights shall be entitled to terminate the Agreement and the provisions of Condition 12.2 shall apply.
 - 6.1.4 the Client shall not permit the display of any materials or information at the Conference that: (i) do not exclusively relate to the Client's bona fide commercial activities; or (ii) advertise or promote any conference or event which Insurtech Insights deems in its sole opinion to be in competition with any conference run by it (including, without limitation, the Conference). Insurtech Insights reserves the right to remove from the stand or the Venue at the risk and expense of the Client any exhibit or other item which Insurtech Insights considers in its reasonable opinion contravenes or any applicable laws, regulations or the policies or procedures of Insurtech Insights or of the Owners, infringes the Intellectual Property Rights of Insurtech Insights, its affiliates or any third party or which does not comply with these Conditions;
 - 6.1.5 Insurtech Insights will be responsible for setting up a shell scheme for the Client's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Application Form. The Client is solely responsible for all aspects of dressing and branding the Space including the stand;
 - 6.1.6 unless the provisions of Condition 6.1.4 apply, the Client is solely responsible for all aspects of the set up of the Space, including shell scheme and stand construction, branding and dressing;
 - 6.1.7 the Client may not sub-let the Space without the express prior written consent of Insurtech Insights. If and to the extent that the Client is permitted to sublet the Space, the Client shall remain responsible for the Space and shall be liable for any breach of the terms of this Agreement by any party to whom the Space is sublet;



- 6.1.8 the Client shall at all times ensure that the Exhibition Stand is staffed by competent personnel, clean, tidy and well presented and in good repair and appearance to the reasonable satisfaction of Insurtech Insights during Conference opening times failing which Insurtech Insights reserves the right without liability to arrange for this to be done at the Client's expense.;
- 6.1.9 if the Client is in material breach of this Condition 6 (or the terms of an Event Guide) or is otherwise engaged in any activity that might jeopardise the safety of the Conference, exhibitors and visitors, Insurtech Insights reserves the right to close the Client's stand and remove the Client's Representatives from the Conference without liability to the Client.
- 6.1.10 If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Conference, exhibitors and visitors, Insurtech Insights reserves the right to close the Exhibition Stand and remove the Client's Representatives from the Conference without liability to the Client; and
- 6.1.11 If the Client wishes to share the Space with any entity that is not a company within the Client's group of companies, it must obtain the prior written consent of Insurtech Insights. Insurtech Insights reserves the right to charge the Client additional Fees as a condition to granting any such consent

6. Use of Client's Name and Materials

- 7.1 The Client shall provide Insurtech Insights with all material and Insurtech Insights including, without limitation, logos, artwork and advertising material ("**Material(s)**") which Insurtech Insights requires under this Agreement (including but not limited to promotional purposes) within the deadlines specified by Insurtech Insights and the Client shall comply with Insurtech Insights's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadline and to the specifications required by Insurtech Insights, Insurtech Insights reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees which shall remain payable in full.
- 7.2 The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is derogatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.
- 7.3 The Client 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 Insurtech Insights will take all reasonable care in relation to the production of material and information incorporating the Material, Insurtech Insights shall not in any event be responsible to the Client for any omissions, misquotations or other errors which may occur except where such losses arise as a result of Insurtech Insights's negligence or wilful misconduct.
- 7.5 All Materials are subject to approval and acceptance by Insurtech Insights. Insurtech Insights reserves the right to in its absolute discretion to reject any Material at any time after receipt.
- 7.6 For the purposes of Sponsorship, Insurtech Insights will use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Application Form. However, Insurtech Insights shall not be liable to the Client where reasonable modifications or changes to the Sponsorship (including, without limitation, to the size, position, section or issue of or date of publication) are made by Insurtech Insights.
- 7.6 The Client hereby grants to Insurtech Insights a non-exclusive, royalty free licence to use the Material in connection with the Conference and in accordance with the Agreement. The Client further acknowledges that Insurtech Insights may continue to use the Material or other information provided by the Client after the Conference in connection with materials or information created or relating to the Conference. The Client 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, Insurtech Insights may at its discretion continue to use the name, logo or any other Material or information provided by the Client after termination of the Agreement, where the time and cost does not allow Insurtech Insights to remove, delete or cover over such name, logo or other material or information.
- 7.7 If the Client is in breach of the Agreement Insurtech Insights reserves the right to refuse to use any Material in relation to the Conference or the Sponsorship or may remove or delete such Material without liability to the Client.

7. Delegates Passes and Client Personnel Passes

- 8.1 Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Insurtech Insights's terms and conditions applicable to visitors and/or delegates in force from time to time. Only official visitor and delegate passes issued by Insurtech Insights shall be valid for entry to the Conference.
- 8.2 The Client will be supplied with passes for its personnel and sub-contractors that are working at the Conference and such passes must be produced by personnel/sub-contractor on request at the Conference. Insurtech Insights may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.
- 8.3 Insurtech Insights reserves the right to refuse any person entry to the Conference or to remove any person from the Conference at any time in compliance with its internal policies.

0. Limitation of Rights Granted

- 9.1 The Client's rights in relation to the Conference are strictly limited to those set out in the Package. The Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Conference; (ii) establish a website relating to the Conference; or (iii) other than in accordance with Condition 9.2, otherwise promote or advertise its association with the Conference or Insurtech Insights or undertake any promotional activity in connection with the Conference or Insurtech Insights in any way otherwise than as set out in the Package or with the prior written consent of Insurtech Insights.
- 9.2 Nothing in Condition 9.1 shall prevent the Client from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Conference. This includes providing a web link to the Conference's website together with any Conference logo. Insurtech Insights may request for any reason at any time that the Client removes any such promotional material from its website and the Client shall be required to comply with any such request promptly. Nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit Insurtech Insights or any member of the Insurtech Insights Group's Intellectual Property Rights; or (ii) otherwise exploit any connection with Insurtech Insights or any event run by Insurtech Insights in any way.



9.3 To the extent the Client receives delegate attendee lists as part of the Package, Client warrants it shall (i) at all times comply with applicable data protection laws and any permissions of use given by Insurtech Insights to the Client in respect those lists; and (ii) not distribute, transfer or assign its rights to the delegate list without the prior written consent of Insurtech Insights.

8. Changes to the Conference

Insurtech Insights reserves the right at any time and for any reason (whether or not due to events beyond its reasonable control) to change the format, content and timing of the Conference (and any installation and dismantling periods) without liability. If any changes are made to the Conference under this Condition 10, this Agreement will continue to be binding on both parties provided that the Package shall be deemed to be amended as Insurtech Insights determines necessary in its absolute discretion for the successful staging of the Conference.

9. Change of Date and Cancellation of the Conference

11.1 Insurtech Insights reserves the right to change the date or cancel the Conference at any time for any reason.

11.2 Where Insurtech Insights changes the date or cancels the Conference for any reason except due to a Force Majeure Event (in which case the provisions of Condition

11.3 shall apply), Insurtech Insights shall offer the Client the opportunity of participating in any rescheduled Conference which Insurtech Insights (in its sole discretion) chooses to organise. If Insurtech Insights elects to cancel the Conference or the Client promptly notifies Insurtech Insights in writing that it is not willing to accept the rescheduled Conference then the Client will (as its sole remedy) be entitled, in its sole discretion, to receive either a refund or a credit note in respect of the Fees received by Insurtech Insights from the Client.

11.3 Where a Force Majeure Event has or may have (in Insurtech Insights's sole discretion) an adverse impact on: (i) the ability of Insurtech Insights to hold the Conference at the Venue on the planned date; or (ii) the Conference generally, then Insurtech Insights shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Conference and the Space; and/or (ii) reschedule the Conference. Any Fee paid under this Agreement shall be applied to any rearranged or rescheduled Conference held pursuant to this Condition 11.3 and any outstanding Fees shall remain payable in accordance with the terms of this Agreement. The Client shall not be entitled to object to the rearranged or rescheduled Conference or have any right to claim any compensation in respect thereof. If Insurtech Insights is unable or elects not to provide rearrange or reschedule the Conference, then the Client will (as its sole remedy) be entitled, in its sole discretion, to receive either a refund or credit note in respect of the Fees received by Insurtech Insights from the Client, in each case less an administration charge equivalent to 25% per cent of the total Fees (which Insurtech Insights may (in its sole discretion) either deduct from any refund or credit note or invoice the Client separately).

11.4 The application for the Package is irrevocable by the Client and, once confirmed, the Client may not cancel this Agreement. Subject to this Condition 11, no refunds will be given and the Fees shall remain due and payable in full save as expressly stated in these terms and conditions.

11.5 This Agreement shall apply in respect of any rearranged or rescheduled Conference organised by Insurtech Insights pursuant to Condition 11.2 or 11.3.

12 Termination

12.1 Either party may terminate this Agreement immediately at any time by written notice to the other party, if that other party:

12.1.1 has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 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 Conference); or

12.1.2 has committed a persistent breach of its obligations under this Agreement (regardless of whether such breaches are capable of remedy); or

12.1.3 goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that the other party's assets or if it 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.

12.2 Without prejudice to any other right or remedy it may have, in the event that Insurtech Insights terminates this Agreement under the provisions of Conditions 12.1.1 to 12.1.3 (inclusive), Insurtech Insights shall not be required to refund any Fees received from the Client and Insurtech Insights 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. For the avoidance of doubt, all refunds of Fees in the event of termination under the provision of Condition 12.1.4 shall be in accordance with Condition 11 as appropriate. Insurtech Insights shall not be liable to the Client for any loss or damage of any kind resulting from termination of this Agreement and shall have no further obligations under this Agreement or otherwise to the Client.

12.3 Insurtech Insights may terminate the Agreement without liability immediately at any time by written notice to the Client if Insurtech Insights determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Conference or Insurtech Insights's legitimate commercial interests.

12.4 Without prejudice to any other right or remedy it may have, in the event that Insurtech Insights terminates the Agreement under the provisions of Conditions 3.2, 6.4 or 12.1 Insurtech Insights shall not be required to refund any Fees received from the Client and Insurtech Insights 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. Insurtech Insights shall not be liable to the Client 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 Client.

12.5 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, Insurtech Insights may cover over any Client sponsorship or advertising Materials, close the exhibition stand, terminate the provision of any utilities to the exhibition stand, prohibit access of the Client or its employees or agents to the Conference, and, if necessary, remove and despatch the exhibits and any property of the Client to the Client's address and at the Client's risk and expense and Insurtech Insights shall be free to re-licence the Space or resell the either the exhibition or the sponsorship elements of the Package as it shall think fit. 12.6 Conditions

4, 7.6, 9 and 11 to 16 (inclusive) shall survive expiry or termination of this Agreement.

13. Liability and Indemnity

13.1 Subject to Condition 13.8, the following provisions govern Insurtech Insights's entire liability to the Client in respect of:



- 13.1.1 any breach of its contractual obligations under this Agreement;
- 13.1.2 any representation, statement or tortious act or omission including, without limitation, negligence arising under or in connection with this Agreement.
- 13.2 Insurtech Insights does not make any warranty as to the Conference in general and in particular in relation to: (i) the specific profile or volume of participants at the Conference; (ii) the presence, absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (iii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of attending or sponsoring the Conference. Except as set out in these Conditions, to the fullest extent permitted by law, Insurtech Insights excludes all conditions, terms, representations and warranties relating to the Conference and the Package, whether imposed by statute or by the operation of law or otherwise.
- 13.3 Insurtech Insights shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Conference or the Package, including, without limitation, 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 Insurtech Insights sub-contractors) and services provided by the Venue owners.
- 13.4 From time to time, Insurtech Insights and the Owner, their employees, Representatives, agents or sub-contractors 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, Insurtech Insights (including, without limitation, its employees, Representatives, agents or sub-contractors) shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Client, its servants, agents and employees by reason of any act or omission relating to the Works.
- 13.5 Subject to the provisions of Condition 13.8: (i) neither party shall be liable for any actual or alleged indirect loss or consequential loss howsoever arising; (ii) Insurtech Insights shall have no responsibility or liability under this Agreement for any loss (or theft) of or damage to the person, property and effects of the Client or its employees or Representatives; and (iii) Insurtech Insights's maximum aggregate liability to the Client under this Agreement or otherwise in connection with the Conference and/or the Package shall be limited to the total amount of the Fees.
- 13.6 The Client shall indemnify Insurtech Insights and keep Insurtech Insights 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 Client, its employees, agents, sub-contractors or invitees.
- 13.7 The Client shall indemnify Insurtech Insights and keep Insurtech Insights fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by Insurtech Insights as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Conference; or (ii) Insurtech Insights's receipt or use of the Materials (as defined in Condition 7.1) constitutes an infringement of the Intellectual Property Rights of any third party.
- 13.8 Nothing in these Conditions shall exclude or restrict liability which cannot be excluded or restricted by the applicable law.

14 Confidential information

For the purposes of this Condition 14, "**Confidential information**" means the terms of this Agreement and any other information disclosed by a party (the "**Disclosing Party**") to another (the "**Receiving Party**") relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Conference shall not be deemed to be Confidential information. The Receiving Party shall not (except in the proper performance of its obligations under this Agreement) during the continuance of this Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential information of the Disclosing party. This restriction does not apply to: (i) any information in the public domain other than in breach of this Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information which can be shown to the reasonable satisfaction of the Disclosing Party to have been developed or created by the Receiving Party independently of the Disclosing Party's Confidential information.

15. 15 Data Protection

15.1 For the purposes of this Condition 15. the terms **personal data**, **controller**, **processor**, **processing**, **data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation. 15.2 For the purposes of this Agreement and either party's processing of personal data in connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co operating with the other party in respect of any response to the same.

16. General

- 16.1 Insurtech Insights reserves the right, at anytime, to make any changes to the Conditions or impose any additional regulations which it deems necessary in the best interests of the Conference, or which are required to conform with any applicable legal requirement or legislation.
- 16.2 If, by reason of any Force Majeure Event, Insurtech Insights is delayed in or prevented from performing any of its obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by the Client by reason thereof. Insurtech Insights's obligations shall be suspended during the period of the delay or



non performance and the parties shall use their reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 16.3 are subject to the provision of Conditions 11.3 and 12.

- 16.3 Nothing in this 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.
- 16.4 If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail.
- 16.5 Each party acknowledges that this Agreement constitutes the entire agreement between the parties in relation to the Conference and that it does not rely upon any oral or written representation made to it by the other. No variation of this Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to this Agreement.
- 16.6 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 judgment, objectivity or loyalty to the business activities and assignments under this Agreement.
- 16.7 No rights under this Agreement may be assigned by the Client without the prior written consent of Insurtech Insights. The Client may not sub-contract or delegate in any manner any of its obligations under this Agreement to any third party or agent without the prior written consent of Insurtech Insights
- 16.8 A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 16.9 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 16.10 If any provision of this 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 this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 16.11 This Agreement is governed by English law and the Client submits to the exclusive jurisdiction of the English courts. Nothing in this Condition
- 16.11 shall prevent or restrict Insurtech Insights from pursuing any action against the Client in any court of competent jurisdiction.