

SALES ORDER FORM

Order Reference:[REDACTED]

Contracting Party Details		
*By reviewing these details, the Customer confirms that they are up to date, accurate and correct		
Customer Details*		GSMA Details
Customer:	Department for Business and Trade	GSMA Advisory Services Ltd, with a registered office at 1 Angel Lane, London, EC4R 3AB, United Kingdom.
Registered Address:	Old Admiralty Building London SW1A 2DY UNITED KINGDOM	Registered Number: 14296933
Registered Company Number:		
Billing Address (if different to above):		
TAX Number:	[REDACTED]	

Contact Details			
Name	Role	Email	Telephone
[REDACTED]	Main Contact	<u>[REDACTED]</u>	[REDACTED]
[REDACTED]	Billing Contact	<u>[REDACTED]</u>	[REDACTED]

Order Items				
Product	Planned Delivery Date	Quantity	Sales Price	Total Price
Whitepaper	02/12/2024	1	[REDACTED]	£ 15,000.00
Total Order Value		(Exclusive of Tax):	£ 15,000.00	

Deliverables List
Whitepaper to launch ahead of MWC25 date 3rd March 2025 Kick off call to take place week 1 December 2024.
Marketing Promotion: <ul style="list-style-type: none">1 x co-Branded email to our database (188,000 subscribers)2 x weeks promotion in the Mobile World Live Daily newsletter (188,000 subscribers)4 x weeks banner promotion on MobileWorldLive.com (Leader board, MPU & Half Page Unit)

Payment and Delivery Terms

1. The Customer shall pay each invoice submitted by GSMA to the bank account stated in the invoice, either: (i) within thirty (30) days of the date of the relevant invoice issued by GSMA; or (ii) immediately in the event the delivery Start Date stated in the Order Items section ("Planned Delivery Date") is in less than thirty (30) days from the date of the relevant invoice issued by GSMA.
2. Where the Customer requires that the: (i) purchase order number needs to be included in the invoice; and/or (ii) date of the purchase order needs to be in advance of the invoice, then the Customer shall provide the purchase order details up-front as GSMA will not reissue invoices to accommodate these changes. Time is of the essence in respect of payment.
3. If the Customer fails to make full payment of the Fees due to GSMA under the Standard Terms by the due date, then, without limiting GSMA's remedies under the Standard Terms, GSMA may, in its sole discretion, suspend all (or part of) the Order Items until payment of the Fees has been received in full.
4. GSMA will use reasonable endeavors to accommodate a change in the Planned Delivery Date for the Order Item (or part thereof) only if made no later than 30 days prior to the Planned Delivery Date up to 31 December of the year the Order Item has been requested (in writing) ("Order Item Cut Off Date") unless the Order Item is rolled over at GSMA's sole discretion. All Order Items under an Order Form must be performed by the Order Item Cut Off Date or the Customer will be deemed to have expressly waived its right to receive the Order Item (or any unutilised part thereof). In each case, notwithstanding any change to the Planned Delivery Date, the Customer acknowledges and agrees: (i) GSMA shall not reissue the relevant invoice or alter the Payment Terms therein; and (ii) in addition to any applicable cancellation fees, the Customer will remain liable for costs incurred by GSMA prior to expiry of the Order Item Cut Off Date or in the provision of any rescheduled Order Item (or part thereof) including, where applicable:
 - a. any irrecoverable third party costs incurred by GSMA, including without limitation, any venue hire costs and participant costs incurred;
 - b. any additional or repeat third party expenditure incurred by GSMA; and
 - c. any administrative time and/or expenses incurred by GSMA prior to expiry of the Order Item Cut Off Date or due to rearranging the provision of the Order Item (or part thereof).
5. On occasion, it may be necessary for GSMA to cancel or postpone the provision of certain Order Items. In such cases, GSMA will use all reasonable endeavors to provide the Customer as much notice as possible of any such change and agree a suitable alternative date for the provision of the relevant Order Items prior to the Order Item Cut Off Date. GSMA will not be liable for any other costs incurred including but not limited to, delegate travel or residential accommodation charges, even if GSMA was advised of them beforehand.

Terms & Conditions

This sales order form ("Order Form") is entered into as of the date of last signature below ("Effective Date") by and between the GSMA entity named in this Order Form ("GSMA") and the "Customer" named herein for the products or services set out in the order items section of this Order Form ("Order Items"). GSMA and the Customer are referred to individually as a "Party" and collectively as "Parties". Unless otherwise defined, capitalised terms in this Order Form have the meaning given to them in the Standard Terms or the Original Agreement (as applicable).

This Order Form shall be governed by either: (i) the attached GSMA terms and conditions ("Standard Terms") in the case of a first time purchase of the services and/or products set out herein; or (ii) the terms of an existing agreement between GSMA and the Customer in respect of the subject matter set out in this Order Form ("Original Agreement") in the case of a renewal of the Original Agreement and/or an additional purchase of services and/or products under the Original Agreement ("Amended Agreement"). With respect of an Amended Agreement, where required, any term of the Original Agreement is automatically extended by the term of this Order Form and except as modified by this Order Form the Original Agreement shall remain in full force and effect in all other respects.

GSMA and the Customer each represents and warrants that it has power and authority to enter into this Order Form. By executing this Order Form, the Customer acknowledges and agrees that it has received and had an opportunity to review such Order Form in its entirety (including the Additional Details, the Payment & Delivery Terms and , if applicable, the Standard Terms).

Duly authorized for and on behalf of:

CUSTOMER

Signature [REDACTED]

GSMA

Signature [REDACTED]

Printed

[REDACTED]

Printed [REDACTED]

[REDACTED]

Title [REDACTED]

Date 27/12/2024

Title [REDACTED]

Date 23/12/2024

[REDACTED]

MOBILE WORLD LIVE TERMS AND CONDITIONS OF SALE**1. COMMENCEMENT****MWL Terms and Conditions**

deliverables from Mobile World Live operated by GSMA Advisory Services Ltd., with an office at 1 Angel Lane, London, EC4R 3AB with registered company number 14296933 **GSMA** Mobile World Live is

These terms and conditions ("the official news portal of the") **govern the Customer's procurement of services and**

GSMA and is the primary destination for the latest developments in the global mobile industry. referenced in a statement of work, order form or such other document agreed between the Customer and GSMA **Order Form**

Form The respective "Services" and "Deliverables" are GSMA

by the Customer in respect of the procurement of any goods and services by the Customer; or (ii) attached or referenced in the invoice, purchase order, or in any other way, are void and of no effect. In the event of any conflict or inconsistency, these MWL Terms and Conditions will take precedence over the other parts of the Order Form, except where expressly stated to the contrary within the Order Form. These MWL Terms and Conditions, together with the Order Form, are referred to as the

"Agreement"**2. SERVICES AND DELIVERABLES**

2.1 GSMA shall provide the Services and Deliverables as set out in the Order Form in accordance with these MWL Terms and Conditions.

2.2 The Customer grants to the GSMA a worldwide, non-exclusive, sub-licensable, royalty-free and revocable licence to use any Customer materials provided by the Customer or third party materials expressly provided via the Customer solely in relation to the provision of any Services and the creation of any

Customer Materials for the purposes of providing the Services and Deliverables ("Deliverables; and (ii)"): (i) **solely and exclusively** strictly in accordance with the Order Form.

2.3 **Save in the case of "Developed Materials" below,** GSMA acknowledges and agrees that all rights, title and interest to any intellectual property rights in the Services and Deliverables shall vest in the Customer. GSMA is not granted any license, whether express or implied, to **any of the Customer's intellectual** property rights, except as expressly specified, **means any materials (or part thereof)** in the Order Form.

Developed Material that GSMA has developed in delivering of the Services and Deliverables, (i.e. not provided by the Customer), including any video, audio, advertorial or other content created by GSMA for the purposes of the Services and Deliverables. Developed Materials and all rights, title and intellectual property rights therein, are owned by GSMA and/or its licensors and their affiliates. No license in the Developed Materials (whether express or implied) in the Developed Materials is granted to the Customer unless expressly agreed in writing with GSMA.

2.4 The Customer may use and/or republish any Services and Deliverables solely to the extent (if any) as specified in the Order Form. Except where agreed in advance in writing with GSMA, the Customer may not amend any Deliverables, including without limitation to reformat, rebrand, or to remove any GSMA disclaimers contained in the Deliverables.

2.5 The Customer shall ensure that each of the Customer Materials and their use, storage, broadcast, publication or otherwise making available to the public shall:

- (a) comply with all applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;
- (b) not infringe the intellectual property rights or proprietary rights of any third party; and
- (c) not be defamatory, libellous, obscene or otherwise offensive.

2.6 The Customer shall provide GSMA with the required Customer Materials and any inputs or instructions in a timely manner, as and when required by GSMA, acting reasonably. If such Customer Materials, inputs or instructions are not received by any stated GSMA deadline, GSMA may treat the Customer as having cancelled the Order Form.

2.7 GSMA, acting reasonably, has the right to veto any Customer Materials and to have the Customer provide alternative Customer Materials, which are satisfactory to GSMA in its reasonable discretion.

2.8 Where agreed with the Customer in the Order Form, each type of reproduction of the Customer Materials will be subject to the prior approval of the Customer (not to be unreasonably withheld, conditioned, or delayed).

2.9 Nothing herein grants the Customer any right to use GSMA trademarks. Where it is expressly agreed in writing in the Order Form that GSMA grants to the Customer a licence to use the name, certain trademarks or logos of GSMA, such licence is on a non-exclusive basis and each use by the Customer is subject to the prior written approval of GSMA (not to be unreasonably withheld, conditioned or delayed) and any resulting goodwill will vest in GSMA.

2.10 Unless otherwise expressly agreed in writing, all sponsorship or advertising is granted on a non-exclusive basis and GSMA is free to have multiple sponsors for any particular activity or product.

2.11 GSMA reserves the right, at any time, to change the location or size of advertising space. GSMA will use reasonable endeavours to provide alternative space in the event that a space becomes unavailable. GSMA shall have no liability for such changes, save for a refund to the Customer of a pro-rated portion of the fees corresponding to any reduction in size of the advertising space as determined by GSMA in its reasonable discretion.

2.12 GSMA may, without liability to the Customer, rearrange or postpone the Services and/or Deliverables, substitute another

or make other reasonable changes to its Services and Deliverables under the Order Form, if, in the opinion of GSMA, the commercial purpose of the Order Form can be fulfilled by such rearrangement, postponement, substitution or changes.

2.13 The Customer is solely responsible for any legal liability arising out of or related to the Customer Materials and/or any material to which the users can link through the Customer Materials.

2.14 Customer represents and warrants that it holds the necessary rights to permit the use of the Customer Materials for the purposes of the Order Form and that the use, reproduction, distribution, or transmission of the Customer Materials will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy rights or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.

2.15 **To the extent that the Customer's name, logo and other material** or information provided by the Customer appears in media, material or information created via the activities set out in the Order Form (directly or indirectly), the license provided to GSMA under these MWL Terms and Conditions shall survive expiration of the Order Form in connection with such website, materials or information.

2.16 The Customer also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where the Order Form is terminated, GSMA may at its discretion continue to use the name, logo or any other material or information provided by the Customer after termination of the Order Form, where the time and/or cost does not allow GSMA to remove, delete or cover over such name, logo or other material or information.

2.17 Other than as part of the Order Form, GSMA is under no **obligation to use the Customer's name, logo or information or** Customer Materials in any way whatsoever.

2.18 Services and Deliverables are subject to approval by the GSMA in its absolute discretion at any time prior to publishing. In the event that the Customer Materials fail to comply with the GSMA's **production specifications** and/or deadlines, this may result in the Services and/or Deliverables not being able to be provided and no refunds will be given. Advertising material that is provided with the intention of it appearing as editorial content will not be accepted by GSMA and no refund will be offered if no replacement advertising material is supplied within the timeframe specified by the GSMA. GSMA reserves the right to **add the words 'Advertisement' above any material provided.**

3. FEES

3.1 As full consideration for the performance of the Services and Deliverables, the Customer shall pay to GSMA the fees set out in the Order Form **Fees**. **Fees are payable in advance of the** provision of Services and Deliverables, unless otherwise agreed in writing between the parties.

3.2 Unless as otherwise stated in the Order Form, the Customer shall pay such invoices: (i) within thirty (30) days of receipt of the relevant invoice; or (ii) prior to the first delivery date relating to a specific Service or Deliverable, whichever is the earlier. If the Customer fails to make any payment due to GSMA under the Order Form by the due date for payment, then, without limiting GSMA other remedies, GSMA may charge interest on the overdue amount at the rate equal to the base lending rate of the Wall Street Journal prime, as in effect from time to time, plus five (5) percent. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Where there is a failure to pay the Fees in accordance with these MWL Terms and

Conditions, the GSMA may, in its absolute discretion, refuse to provide any of its other service offerings (including but not limited to event exhibition and sponsorship) to the Customer until the Fees are paid.

3.3 Except as expressly noted in the Order Form, the Fees do not include any tax, levy or duty payable in relation to the Fees or otherwise in relation to the Order Form. **Tax that the Fees** are subject to any Tax, the Fees may be increased by the amount of such Tax and GSMA reserves the right to recover such Tax from the Customer at any time. If Tax is required to be paid on the Fees in the then the **Customer's own country** Customer will be liable for its payment, in addition to the amount of the Fees.

4. CONFIDENTIALITY

4.1 GSMA shall keep confidential, all information provided to GSMA by the Customer, which is designated as confidential or ought reasonably in the circumstances be considered confidential.

4.2 No obligation of confidentiality shall attach to any information, which: (a) is or becomes publicly known through no fault of GSMA; (b) is or becomes known to GSMA from a third party source other than the Customer without duties of confidentiality attached and without breach of any agreement between GSMA and such third party; (c) furnished to others by the Customer without restriction on disclosure; or (d) was independently developed by GSMA without reference to the confidential information.

5. DATA PRIVACY

5.1 Each Party shall comply with Applicable Data Protection Law (as defined below). In no circumstances will GSMA sell personal data to anyone or grant the Customer any rights in respect of the same.

"Applicable Data Protection Law means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law.

"EU/UK Data Protection Law means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

"Restricted Transfer means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

5.2 GSMA may collect and store contact information of representatives, employees and agents of the Customer in order to manage its commercial relationship and contact the Customer. In this case, GSMA is a controller (within the meaning of Applicable Data Protection Laws). Any such personal data as contemplated under this clause 5.2 shall be processed in accordance with the privacy notice at <https://www.gsma.com/aboutus/legal/privacy>.

5.3 If at any time the Customer contact GSMA with their views about the GSMA practices, with any enquiry relating to their personal data, or if an individual does not wish the's employees or agents would like to GSMA to continue using their 's privacy

personal data as outlined above (to the extent GSMA relies on either consent or legitimate business interest as the lawful basis to process the personal data), the individual may do so by sending an e-mail [REDACTED] or writing to Data Privacy - Legal, GSMA, Floor 2, 1 Angel Lane London EC4R 3AB, United Kingdom.

- 5.4 The Customer will provide its employees and agents with the information about GSMA described in this clause 5 and will obtain and provide the appropriate consents from its employees and agents for GSMA

to use the individuals' personal data as set out in these MWL Terms and Conditions, where required.

- 5.5 GSMA may share personal data about attendees connected to the Services and Deliverables to the Customer, in particular, attendees of any particular sessions or webinar run or facilitated by GSMA in respect of the Services and Deliverables. Attendee personal data is limited to the following categories of personal data: full name; email address; business address, contact details (**Shared Data**). Where the GSMA discloses any Shared Data, the parties agree that each Party shall be a separate Controller. Shared Data is only disclosed by the GSMA to the Customer to enable the Customer to contact the attendee only and solely in respect of the Services and Deliverables (set forth in the Order Form), including registration and attendance to any particular session or webinar run or facilitated by GSMA, and proportionate and reasonable post-event engagement (**Purpose Limitation**). The Customer agrees that it is the responsibility of the Customer to ensure that it has all necessary consents and processing notices to ensure that it complies with Applicable Data Protection Laws for any processing activities outside the Purpose Limitation (i.e. for direct marketing).

- 5.6 The Customer shall ensure that it complies with Applicable Data Protection Law in processing any Shared Data including ensuring that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Data.

- 5.7 The parties agree that when the transfer of Shared Data from GSMA to the Customer is a Restricted Transfer, it shall be subject to the appropriate Standard Contractual Clauses (**SCCs**) as follows:

- (a) in relation to Shared Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows: (i) Module One will apply; (ii) in Clause 7, the optional docking clause will apply; (iii) in Clause 11, the optional language will not apply; (iv) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Spanish law; (v) in Clause 18(b), disputes shall be resolved before the courts of Spain; (vi) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to these MWL Terms and Conditions; (vii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to these MWL Terms and Conditions; and
- (b) In relation to Shared Data that is protected by the UK GDPR, where the parties are lawfully permitted to rely on the EU SCCs for transfers of personal data from the United

Kingdom subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" (**UK Addendum**) issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, then the EU SCCs, completed as set out above, shall also apply to transfers of such Shared Data.

- 5.8 The UK Addendum and the EU SCCs shall be deemed executed between GSMA and the Customer, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of the Shared Data.

- 5.9 Where the parties are no longer permitted to rely on the UK Addendum and the EU SCCs to effect a compliant Restricted Transfer, then GSMA and the Customer shall cooperate in good faith to implement appropriate safeguards for transfers of such Shared Data as required or permitted by the UK GDPR without undue delay.

- 5.10 In the event that any provision of these MWL Terms and Conditions contradicts, directly or indirectly, the SCCs and /or the UK Addendum, the SCCs and/or the UK Addendum shall prevail.

6. TERM AND TERMINATION

- 6.1 Unless otherwise stated in the Order Form, the Order Form commences on the date that it is signed by both parties and, unless terminated in accordance with its terms, it shall remain in effect until performance of the Services and delivery of the Deliverables is completed as set out in the Order Form (the **Term**).

- 6.2 Either the Customer or GSMA may terminate the Order Form:
- (a) for material breach by the other party where such breach remains uncorrected for a period of fourteen (14) days after written notice thereof to the defaulting party; or
 - (b) if an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of that other party; or that other party becomes subject to an administration order or makes any voluntary arrangement with its creditors or that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting from that company effectively agrees to be bound by or assume the obligations imposed on that other party under the Order Form) or that other party ceases, or threatens to cease, to carry on business; or that other party suffers any similar process under the law of its domicile or place of its jurisdiction.

- 6.3 Unless as otherwise stated in the Order Form, the Customer may terminate the Order Form at any time before the relevant date of delivery of the Service or Deliverable, in which case the Customer shall be liable to pay to GSMA the following cancellation charges, together with any costs already incurred by GSMA for the Services and Deliverables: (a) termination 240 days prior to the release/publication date, fifty percent (50%) of the relevant Fees; (b) termination between 120 and 240 days prior to the release/publication date, eighty percent (80%) of the relevant Fees; and (c) termination less than 120 days prior to the release/publication date, one hundred percent (100%) of the relevant Fees.

- 6.4 Where the Customer fails to respond in a timely manner to any GSMA requests and such failure results in the inability for GSMA to fulfil the Order Form, then the GSMA may treat the Customer as having cancelled the Order Form.

- 6.5 GSMA may terminate the Order Form, without liability, upon written notice to the Customer if the Customer fails to make payment in full of any one of the fees due from it to GSMA by the respective due date.

- 6.6 Upon the expiration or termination of the Order Form for any

reason, GSMA will either return or destroy the **Customer's** confidential information in its possession, power, custody or control. Following expiry or termination of the Order Form for any reason, those provisions that by their nature should survive expiry or termination, shall remain in full force and effect.

7. WARRANTIES, INDEMNITIES AND LIABILITY

- 7.1 GSMA represents and warrants as follows:

- (a) that it will perform the Services in a professional, workmanlike manner, with the degree of skill and care that is required by prevailing, good and sound professional procedures and standards relevant to the Services being performed; and

- (c) that the Deliverables are: (i) the original work of GSMA; or (ii) validly licensed from third parties for the purposes contemplated herein; and (iii) do not infringe the intellectual property or proprietary rights of any third party.
- 7.2 The Customer indemnifies GSMA from and against any losses, damages, costs, expenses, or liabilities arising from any breach(es) by the Customer of clause 2.5, 2.13 or 2.14.
- 7.3 GSMA and the Customer each agree and undertake to the other that in connection with the Order Form, they will each respectively comply with all applicable laws, rules and regulations: (i) in respect of their activities under the Order Form; and (ii) of the United Kingdom relating to anti-bribery, anti-money laundering and anti-slavery.

8. CHANGES

Upon written agreement between GSMA and the Customer, the parties may agree changes to the specifications for Services and Deliverables, including the time, place and method of delivery. If any such change causes an increase or decrease in the cost or time required for the performance hereunder, an equitable adjustment shall be made to the Fees.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in these MWL Terms and Conditions excludes or limits GSMA's liability to the Customer for its negligence (if any) or fraud or creation of personal injury caused by its negligence (if any) or fraud or creation of misrepresentation; or (iii) any other liability which cannot be excluded or limited under applicable law.
- 9.2 Subject to clause 9.1 and clause 9.3 and save in the case of any indemnity relation to the Order Form, the Customer shall aggregate and pay all fees and other payments paid and payable by the Customer to GSMA in respect of the Order Form.
- 9.3 Each and every breach of clause 4 or 5 shall be subject to an additional and separate liability cap of an amount equal to two hundred (200%) of all fees and other payments paid and payable by the Customer to GSMA in respect of the Order Form.
- 9.4 Subject to clause 9.1 and save in the case of any indemnity, neither party shall be liable in relation to the Order Form for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss or damage.

10. GENERAL

- 10.1 If any term, provision, covenant or condition of these MWL Terms and Conditions is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.
- 10.2 No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 10.3 The relationship between the Customer and GSMA is that of purchaser and supplier. Nothing in these MWL Terms and Conditions is intended to create a partnership, joint venture or employment relationship of any kind between the parties, or to authorise either party to act as agent for the other. Save where expressly stated in the Order Form, neither party will have authority to act in the name of or on behalf of or otherwise to bind the other.
- 10.4 Unless expressly stated otherwise in the Order Form, each party shall bear full and sole responsibility for its own expenses, liabilities and costs of operation.

10.5 The Order Form (including these MWL Terms and Conditions) is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof.

10.6 Except as specified otherwise in the Order Form, all notices, requests, consents, claims, demands, waivers and other communications to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage delivery, to the following:

If to GSMA: GSMA Advisory Services Ltd., Floor 2, 1 Angel Lane, London, EC4R 3AB, Attention: General Counsel

With an advance copy to legalnotices@gsma.com

If to the Customer: To the Customer's address as noted in the Order Form or

such other updated address as GSMA holds on record for the Customer from time to time.

Any notice or communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; or otherwise at the time recorded by the delivery service, or if no time is recorded, at 9.00 am on the fifth business day (in the location of delivery) after posting.

10.7 The Order Form is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under the Order Form without the prior written consent of GSMA (which is not to be unreasonably withheld, conditioned or delayed). GSMA may at any time assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under the Order Form without the consent of the Customer.

10.8 Save for the obligation of the Customer to make payment of the Fees, neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for more than 180 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

10.9 The Order Form (including these MWL Terms and Conditions) may not be varied, modified, altered, or amended except in writing (including by email) between the parties.

10.10 Where applicable, the Order Form may be entered in to in any number of counterparts (including by electronic documents such as PDF or digital signature) each of which shall be an original and all of which taken together shall be one and the same instrument.

10.11 Save as expressly set out in the Order Form, the parties intend that a person who is not a party to the Order Form shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise to enforce any term of the Order Form.

10.12 The Order Form shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

Annex I
Data Processing Description

This Annex I forms part of the Agreement and describes the processing in respect of the Controller to Controller data transfer described in clauses 5.4 to 5.9 of the MWL Terms and Conditions:

A. LIST OF PARTIES

Controller(s) / Data exporter(s): *[Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.	Name:	See Order Form.
	Address:	See Order Form.
 name, position and contact details:	See Order Form.
	Activities relevant to the data transferred under these Clauses:	Performance of Services and Deliverables as specified under the Agreement and Order Form, and in particular for the Purpose Limitation
	Signature and date:	See Order Form .
	Role (controller/processor):	Controller.

Processor(s) / Data importer(s): *[Identity and contact details of the processor(s) /data importer(s), including any contact person with responsibility for data protection]*

1.	Name:	See Order Form.
	Address:	See Order Form.
		See Order Form.
	Activities relevant to the data transferred under these Clauses:	Performance of Services and Deliverables as specified under the Agreement and Order Form, and in particular the Purpose Limitation.
	Signature and date:	See Order Form.
	Role (controller/processor):	Controller.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Attendee Data (i.e. the Shared Data as defined in clause 5.4 of the MWL Terms and Conditions).
Categories of personal data transferred:	Full name; email address; business address; contact details
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	Not applicable.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	One-off transfer.
Nature of the processing:	See Purpose Limitation in clause 5.4 of the MWL Terms and Conditions.
Purpose(s) of the data transfer and further processing:	See Purpose Limitation in clause 5.4 of the MWL Terms and Conditions
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Customer shall delete the Shared Data without undue delay on the basis that consent is not obtained from the Data Subject in relation any processing outside of the Permitted Purpose.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Not applicable.
C. COMPETENT SUPERVISORY AUTHORITY	
Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	Protección de Datos.

Annex II
Technical and Organisational
Security Measures

Description of the technical and organisational measures implemented by the processor(s) / data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Description
Measures of pseudonymisation and encryption of personal data	Customer warrants and represents that the Measures are in place and shall remain in place for the duration of the processing.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	
Measures for user identification and authorisation	
Measures for the protection of data during transmission	
Measures for the protection of data during storage	
Measures for ensuring physical security of locations at which personal data are processed	
Measures for ensuring events logging	
Measures for ensuring system configuration, including default configuration	
Measures for internal IT and IT security governance and management	
Measures for certification/assurance of processes and products	
Measures for ensuring data minimisation	
Measures for ensuring data quality	
Measures for ensuring limited data retention	
Measures for ensuring accountability	
Measures for allowing data portability and ensuring erasure	