

Telecom Infra Project, Inc. ("TIP")

Standard Terms and Conditions for Exhibition and Sponsorship

1. Definitions

For the purposes of the Agreement:

1.1. "Agreement" means the Order Form as accepted by TIP together with these Standard Terms and Conditions for Exhibition and Sponsorship.

1.2. "Applicable Data Protection Law" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, United States federal, state, local laws and regulations, EU/UK Data Protection Law, and/or the applicable local law where the Event takes place.

1.3. "Company" means the entity identified in the relevant Order Form.

1.4. "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made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

1.5. "Event" means the event as identified in the Order Form.

1.6. "Event Date" means the date of the first day of the Event.

1.7. "Event Hours" means the hours the Event will open each day.

1.8. "Event Organizer" means the entity organizing the Event, if such is an entity other than TIP or an entity affiliated with TIP. If TIP organizes the Event, all references herein to Event Organizer shall mean TIP.

1.9. "Exhibition Package" means the services as set forth in the Order Form which may include, but not be limited to, the organization of the Event and the right to attend and participate actively in the Event by the Company through an exhibition stand set up in a designated Location, receiving Event passes in accordance with clause 6.5, the promotion of the Event through publications and media, and the provision of certain supporting services such as health, safety, security and registration services during the Event.

1.10. "Fully Occupy" means that all construction, erection and furnishing of the exhibition stand has been completed in a professional and workmanlike fashion and that the exhibition stand is professionally and fully staffed for the duration of the Event.

1.11. "Location" means the exhibition space, meeting room or other location included in the Exhibition Package, as specifically indicated on the Order Form.

1.12. "Order Form" means the Event Sponsorship Order Form, Rebook Form, or such other form of application as TIP may in its discretion accept, by which the Company requests exhibition services, sponsorship and/or other related services from TIP. The Order Form shall be deemed to include any document relating to an Exhibition Package and/or Sponsorship, which is expressly referred to in the Order Form and which is expressly agreed in writing between the Parties.

1.13. "TIP" means Telecom Infra Project, Inc., having its principal office C/O Virtual, Inc., 401 Edgewater Place, Suite 600, Wakefield, MA 01880.

1.14. "TIP Pavilion" means the exhibition space, meeting room or other location within the Venue which TIP has secured from the Event Organizer, and within which TIP will designate Company's Location.

1.15. "Parties" means, collectively, the Company and TIP.

1.16. "Party" means, individually, the Company or TIP.

1.17. "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.

1.18. "Sponsorship" means the sponsorship package or theatre event partner package as identified on the Order Form in relation to an Event.

1.19. "Sponsorship Materials" mean all materials and information, including, without limitation logos, artwork and advertising material, which TIP requires the Company to deliver to TIP for the Sponsorship.

1.20. "Unclaimed Property" means any and all tangible and intangible property of the Company of whatever nature that the Company has left at the TIP Pavilion, the Venue or otherwise left in the possession of TIP and which has not been claimed by the date TIP hands the TIP Pavilion back to the Event Organizer and Venue Owners following the completion of the Event. The Company hereby waives any and all right, title and interest in or to all Unclaimed Property, and authorizes TIP to either retain or dispose of such Unclaimed Property in such manner as it deems appropriate in its sole discretion.

1.21. "Venue" means the venue or venues at which the Event takes place.

1.22. "Venue Owners" means the owners and/or managers of the Venue.

2. Order Form

The Agreement shall be binding upon the Parties once the Order Form is signed and returned to TIP and accepted in the manner set out in the Order Form.

3. Exhibition Services

3.1. Subject to the other terms and conditions of the Agreement and subject to the Company's compliance with all applicable policies, guidelines, and other requirements put in place by the venue owners which by their nature would apply to Company, whether provided directly by TIP to Company or which Company knew or should have known, TIP hereby shall provide to the Company the associated services included in the Exhibition Package, including the right to install the stands and exhibits in a

designated Location to be erected in the Venue for the purposes of the Event. It is the Company's responsibility to access, familiarize itself and comply with the provisions of the Exhibitors' Manual.

3.2. TIP will indicate to the Company in advance of the Event where precisely the Location is in the Venue.

3.3. TIP reserves the right at any time to change the Location or size of the Location and TIP shall have no liability for such save for a refund to the Company of a prorated portion of the fees corresponding to any reduction in size of the Location.

3.4. TIP will grant access to the Location to the Company in advance of and after the Event to allow for construction and setting up and dismantling and removal of any exhibition stand. Timings of such will be provided by TIP to Company once received by TIP from the Event Organizer. However, at all times before, during and after the Event, TIP reserves the right (alongside any third parties reasonably required by TIP) to access, inspect and mandate changes to the Location and/or exhibition stand in order to ensure the effective administration and good-running of the Event in general. The Company will promptly action any request(s) made by TIP pursuant to this clause 3.4.

3.5. The Company agrees that where required by TIP, the Company shall at its own expense, arrange for build of a platform within its allocated Location to allow essential services to be routed to other areas of the Venue.

4. Sponsorship

4.1. Where Sponsorship is included as part of the Agreement, the Company shall be granted the rights applicable to the Sponsorship. The Company shall provide TIP with the Sponsorship Materials in good time before the Event as and when required by TIP, even where the Sponsorship Materials are to be provided directly by the Company at the Event.

4.2. TIP has the right to veto any Sponsorship Materials provided by the Company and to have the Company provide Sponsorship Materials, which are satisfactory to TIP.

4.3. The Company hereby grants to TIP a non-exclusive, worldwide, royalty-free, sublicensable solely as set forth below, license to reproduce (and have reproduced) the Sponsorship Materials in or on any media (physical, electronic or other form) and to distribute and exhibit (or have distributed and exhibited) the Sponsorship Materials in or on such media as is in accordance with the Sponsorship. The license in this clause 4.3 includes a limited sublicense for pass-through rights from TIP to the Event Organizer to allow and enable the reproduction, distribution and exhibition of the Sponsorship Materials by the Event Organizer for purposes of the Event. Each type of reproduction of the Sponsorship Materials will be subject to the prior approval of the Company (such approval not to be unreasonably conditioned, delayed or withheld).

4.4. Where it is expressly agreed in writing in the Sponsorship that TIP grants to the Company a license to use the name, certain trademarks or logos of TIP, such license is on a non-exclusive basis and each use by the Company is subject to the prior written approval of TIP and TIP's Trademark Usage Policy (available upon request), and any resulting goodwill will vest in TIP.

4.5. Unless otherwise expressly agreed in writing all Sponsorship is granted on a non-exclusive basis and TIP is free to have multiple sponsors for any particular activity or product.

4.6. Without prejudice to its other rights TIP reserves the right to make reasonable modifications to the specifications of any Sponsorship as it considers fit.

5. Force Majeure

Where the Event or services are unavailable for any reason beyond the reasonable control of TIP, we shall have no liability (whether direct or indirect) to You. We are not liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control, including but not limited to: (a) power or server outages or electronic or communications failure; (b) update or maintenance periods; (c) acts of God, flood, drought, earthquake or other natural disaster; (d) disease, epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; (k) interruption or failure of utility service, (l) or anything else that renders performance of the Event, in whole or in part, impracticable, illegal or impossible.

6. Payments

6.1. Payment of fees by the Company to TIP shall be in accordance with the terms set out in the Order Form (the "Payment Terms"). Where a purchase order is required, this must be made available by the Company to TIP in a timely manner so as to ensure payment is made in line with the Payment Terms. Any terms and conditions submitted by the Customer alongside a purchase order are void and of no effect. 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 Company shall provide the purchase order details up-front as TIP will not reissue invoices to accommodate these changes. Time is of the essence in respect of the Payment Terms.

6.2. In the event that the Company fails to make payment of any one or more of the fees in full by its respective due date then, without prejudice to any other rights TIP may have hereunder, interest shall accrue thereon for the period from the due date to the date of actual payment at a rate equal to the Wall Street Journal prime rate published on such due date, plus five (5) percent.

6.3. Fees quoted by TIP are, unless otherwise expressly agreed in writing, exclusive of value added tax ("VAT") or any other applicable tax and the Company shall, in addition, pay to TIP any applicable VAT (or other tax) chargeable thereon at the then applicable rate.

6.4. The Company shall not disclose to any third party other than its professional advisers the fees agreed under the Agreement.

6.5. The number of Event passes to be provided to the Company is set forth in the Order Form and determined by TIP according to the fees paid under the Order Form. The Company shall not be entitled to any Event passes unless and until the Company has paid in full all amounts due to TIP pursuant to the Order Form.

6.6. The Company is not permitted to sell Event passes. The Company shall further ensure that Event passes are only distributed to support its presence at the Event and all pass recipients should be complementary to that purpose.

7. Erection of Stands and Exhibits

7.1. Full dimensional drawings showing all constructional details and positions of exhibition stands, machinery and exhibits must be submitted to TIP, the Event Organizers, the Venue Owners and any competent authority in good time before the Event Date, and in any case no later than TIP is required to provide the same to the Event Organizers.

7.2. The Company shall appoint a contractor acceptable to TIP to carry out work to the stand in the Location for exhibition.

7.3. The Company shall ensure at all times that its contractors maintain adequate insurance with a reputable insurer for any loss or damage incurred by TIP, the Event Organizer, the Venue Owner or any third party in connection with the Event.

7.4. The Company's stand and exhibits will be subject to the approval of TIP both at planning stage and once constructed. The Company shall have its stand constructed by the date communicated to it by TIP.

7.5. TIP may prevent work from being carried out by or on behalf of any company who has not submitted stand design drawings in accordance with clause 7.1.

8. Conduct of Exhibitors, Employees, Contractors, Agents and Visitors

8.1. Equipment for the display of film or video, photographic slides, amplifiers, flashing lights and neon signs may only be used by or on behalf of the Company in accordance with the applicable terms and conditions set out by the Event Organizer, as communicated by TIP to Company.

8.2. Competitions, lotteries, draws, games of chance or the like may only be held by the Company (whether at the Event or through the Sponsorship) with TIP's prior written approval which may be withheld in its sole discretion, as well as in accordance with such terms and conditions as TIP, the Event Organizer and/or the Venue Owners may require.

8.3. The Company is strictly prohibited from selling goods and services, for cash or otherwise, inside the Venue.

8.4. All efforts to advertise, promote sales and operate exhibits or Sponsorship by the Company must be conducted in such a way as not to cause any annoyance or inconvenience to other exhibitors or visitors and must only take place in the Location allotted for exhibition or as granted as part of the Sponsorship. The Company shall maintain its stand in a clean and tidy state for the duration of the Event and shall ensure its staff act and dress appropriately in line with the Event being a business gathering and professional networking opportunity. Any decisions by TIP pursuant to this clause 8.4 are made in its sole discretion and, in each case, TIP's decision shall be final and immediately binding on the Company.

8.5. The Company will not paste or otherwise affix or exhibit advertisements anywhere in the building except on its stand and/or where granted as part of the Sponsorship. The Company may distribute advertising matter only from its stand (which does not include the gangways) and only in relation to its own goods, save where specifically accepted in writing as part of the Sponsorship. The Company will not

distribute, exhibit or advertise any third party materials, items or services at the Event, whether as part of its exhibition, Sponsorship or otherwise howsoever. The Company shall not exhibit, distribute or advertise as part of its exhibition or Sponsorship anything other than material within the general subject matter of the Event. TIP reserves the right to require any Company to remove any material or cease any activity at TIP's sole discretion.

8.6. The Company will ensure that the Company's stand and exhibits are open to view and staffed by competent representatives during the Event Hours, failing which TIP may at the Company's expense and in the Company's name arrange for this to be done or for the stand and exhibits to be removed or closed.

8.7. The Company will conduct business at the Event only from the Location or appointed Company lounge areas and hospitality/meeting rooms. The Company will not under any circumstances canvass other Companies or visitors elsewhere within the Venue. The Company will only be entitled to conduct social functions in public areas (i.e., outside of the Location) of the Venue with the prior written approval of TIP.

8.8. Suitcasing and Outboarding at the Event are strictly prohibited. "Suitcasing" occurs when companies or persons attend the Event as attendees but "work the aisles" soliciting business from other attendees and exhibitors. "Outboarding" occurs where companies set up events at a location other than the Event Venue that encourage attendees to leave the Event Venue. The Company shall not solicit, advise, inform, invite, suggest to or encourage an Event attendee to attend a location outside the Venue (i) during the Event and (ii) in the three (3) days before and after the Event. The Company shall not engage in or support Suitcasing or Outboarding (either directly or indirectly).

8.9. In the exercise of its rights and obligations under the Agreement the Company will not contravene, breach or infringe: (a) any law, regulation or guideline of any competent authority; (b) any rules, codes of conduct or terms and conditions issued by the Venue Owners; (c) the conditions of any licenses for the sale of tobacco, wine, beer or spirits or for music, dancing, video or film projection or other licenses held by the Venue Owners, the Event Organizer, or TIP in relation to the Event; or (d) any third party intellectual property rights.

8.10. The Company will comply with the reasonable directions of TIP as to the exercise of the Company's rights hereunder as TIP sees fit in the interest of the good management of the Event.

8.11. Save where expressly stated to apply during only Event Hours the terms of this Section 8 apply before, after, and during the Event Hours.

8.12. Company shall secure prior approval for the admission to the venue of any contractor, subcontractor or agent of the Company to enter the venue. An employee, contractor, subcontractor or agent of the Company may be removed from the Event with no liability whatsoever where said employee, contractor, subcontractor or agent poses a threat to the health, safety or wellbeing of attendees at the Event.

8.13. No animals, except registered service animals, may be brought to the Event.

8.14. The Company, its agents, subcontractors, employees, and invitees will not engage in harassment or discrimination of any kind.

8.15. The Company shall not develop, facilitate, or host any program, free or paid, during the course of the Event, which competes with TIP or the Event Organizer without the prior written permission of TIP. Such permission may be withheld at TIP's sole discretion.

9. Fire and Safety Precautions

9.1. The Company shall be responsible for observing any and all health and safety regulations of TIP, the Event Organizer, the Venue Owners and local authorities.

9.2. The Company shall ensure that any materials used for the building, decorating or covering of the stand or used in any Sponsorship shall be fireproof and will conform to the requirements of the fire regulations of TIP, the Event Organizer, Venue Owners and government or local authority regulations. The Company will not take or bring into the Event any explosive, inflammable, dangerous, harmful or illegal substance.

9.3. The Company will not display or place goods in such a manner as, in the opinion of TIP, the Event Organizer, or the Venue Owners, to obstruct the open spaces or gangways of the TIP Pavilion, the Venue or to occasion inconvenience or hazard to the public or TIP, the Event Organizer, the Venue Owners or any other Company or otherwise to affect the display of any other Company. The Company will comply immediately with any direction given by TIP, the Event Organizer, or Venue Owners in respect to this matter or in respect to fire or safety precautions. The Company will not engage in any activity which may jeopardize the safety of the Event, the Company's staff, other companies or their staff or those attending the Event or the Venue for any purpose.

10. Removal of Stand

10.1. The Company will remove all of its fixtures, fittings, stand and other property from the Venue within the time specified on the Order Form or upon termination of the Agreement, whichever is earlier. Failure to do so in the time allotted may, at TIP's sole discretion, result in its removal by TIP and the Company will be liable for the costs of such. Company shall comply with all local laws and regulations in disposing of such fixtures, fittings, stand and other property. Any failure by Company to comply with this provision which results in out-of-pocket costs to TIP will be the responsibility of the Company. Any invoice for removal or disposal costs issued to Company by TIP will be payable in full immediately.

10.2. TIP will have no liability for loss or damage to such property during or after removal.

10.3. The Company is liable to TIP for the cost of making good, restoring or replacing all damage caused by it, its agents or contractors.

11. Occupation

The Company undertakes to Fully Occupy the Location by commencement of business on the Event Date. In the event that the Company fails to do so it shall be deemed to have cancelled its booking with 90 or less days' notice and shall be liable for the cancellation charges set out in clause 16.2.

12. Reduction of Occupancy Requirements

No later than 120 days prior to the Event Date, the Company may reduce its occupancy requirements by written notice to TIP sent by commercial courier. The Company will be liable to pay to TIP a cancellation charge in line with the scale set out in clause 16.2 applied pro rata to this reduction, and TIP may

reallocate the part of the Location in question or move the Company to an alternative location in the TIP Pavilion and reassign the originally allocated area to others.

13. Rights of TIP and Venue Owners

13.1. If the Event Organizer rearranges or postpones the Event, substitutes another venue for the Venue, substitutes another area within the Venue for the TIP Pavilion, or otherwise makes changes to TIP's agreement with the Event Organizer, TIP may without liability make reasonable changes to the Agreement as TIP in its sole discretion deems necessary as a result of the Event Organizer's actions.

13.2. TIP, the Event Organizer, the Venue Owners and their contractors and agents have the right to enter the Venue (including without limitation the Location) at any time for any purpose, including without limitation to execute works, repairs and alterations.

13.3. TIP reserves the right at any time to make such alterations in the floor plan of the TIP Pavilion or in the specification for the Company's stand as, in its discretion, it considers to be in the best interest of the Event and the TIP Pavilion, including without limitation, altering the size, shape or position of the Location. If the Location is thereby reduced, there shall be a pro rata reduction in the fees charged.

13.4. TIP, the Event Organizer and the Venue Owners reserve the right to refuse any person admission to the Venue and to cause to be removed any person from the Venue. Only the Event Organizer will issue official admission passes for visitors and none other shall be valid. In the amounts and as set forth on the Order Form, TIP will supply the Company with a limited number of passes which are intended to be distributed to the Company's employees or guests and which passes must be produced on request. Passes and tickets are only valid in the name of the person to whom they are issued or sold. The Company is prohibited from selling passes to the Event or exchanging passes issued by the Event Organizer for anything of value.

13.5. Company hereby grants right and permission to the Event Organizer and TIP to reproduce the Company's name and stand number, directional and/or other signs within or to the Company's stand.

13.6. TIP, the Event Organizer, and the Venue Owners may receive a commission from official and recommended suppliers to the Event.

14. TIP's Publications or Other Media

14.1. The Company will, on request from TIP or the Event Organizer, supply its logo and other materials and information required by TIP or the Event Organizer, as applicable, for publication or other media purposes relating to the Event, and subject to the foregoing, TIP and the Event Organizer, as applicable, shall be free to include such logo, materials, information and the Company's name in any such publication or media.

14.2. The Company shall ensure that all material and information provided to TIP, the Event Organizer, or supplied directly by the Company during the Event (including but not limited to Sponsorship Materials) is both accurate and not offensive, abusive, indecent, defamatory, obscene or menacing in any way.

14.3. The Company hereby grants to TIP a non-exclusive, royalty-free, worldwide, sublicensable solely as set forth below, license to reproduce, exhibit, distribute and use (and have reproduced, exhibited, distributed and used) the Company's name, logo and any material or information provided by the

Company, as required by TIP or the Event Organizer in connection with the Event. The license in this clause 14.3 includes a limited sublicense for pass-through rights from TIP to the Event Organizer. TIP shall comply with any reasonable brand guidelines provided to it by Company.

14.4. The Company warrants and represents that TIP's, the Event Organizer's and its and their contractors' exercise of the license under clauses 4.3 and 14.3 does not and will not infringe the intellectual property rights of any third party.

14.5. To the extent that the Company's name, logo and other material or information provided by the Company appears in media, material or information created during the Event, the license under clauses 14.1 and 14.3 shall survive expiration of the Agreement in connection with such website, materials or information.

14.6. The Company 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, TIP (or the Event Organizer as appropriate) may at its discretion continue to use the name, logo or any other material or information provided by the Company after termination of the Agreement, where the time and/or cost does not allow TIP (or the Event Organizer as appropriate) to remove, delete or cover over such name, logo or other material or information.

14.7. Other than as part of Sponsorship TIP is under no obligation to use the Company's name, logo or information or materials in any way whatsoever.

14.8. *Reserved*

14.9. The TIP Pavilion is organized by or on behalf of TIP, as part of the Event, and therefore TIP owns goodwill that may accrue to TIP separate and apart from that associated with the Event. Except for such trademarks as may be owned or associated with the Event Organizer, TIP is the owner of the trademarks used in relation to the TIP Pavilion at the Event including but not limited to TELECOM INFRA PROJECT, TIP, and associated logos thereof. TIP does not own or claim any interest in or to any trade marks associated with any entity that is not related to TIP.

14.9. Save as expressly provided for by TIP, the Company agrees: (a) not to bring into the Venue any recording equipment (such as photographic, audio, video or any other form of audio-visual device) for any purpose other than a private non-commercial purpose. Any recording equipment brought in, or used, other than for private noncommercial purposes may be confiscated by TIP or the Event Organizer and any recordings made destroyed; (b) not, whilst at the Event, to make any recording whatsoever or take any photographs for any purpose whatsoever of speakers, exhibitors or their material; and (c) not to publish, license or in any way disseminate any recordings made or photographs taken within the Venue of any persons or material, or enable others to do so. Any breach of TIP's, the Event Organizer's, or the Venue Owners' regulations may lead to eviction of the offending party from the Venue and not allowed re-entry to the Event or any future events organized by or on behalf of TIP.

14.10. Unless otherwise agreed, neither Party shall provide the other with any confidential information under the Agreement.

15. Assignment

The Agreement and the rights granted to the Company under clause 3.1 are personal to the Company. The Company may not assign, transfer, part with, share or grant any sub-license in respect of the whole or part of the Exhibition Package or Sponsorship or any other rights or obligations under the Agreement save with the prior written consent of TIP. The Agreement may be assigned (or otherwise transferred) by TIP at any time during the Term of the Agreement upon written notice to the Company.

16. Term and Termination

16.1. The Term of the Agreement is from the date of acceptance of the Order Form by TIP in accordance with Section 2 above until one (1) month after close of the Event unless terminated in accordance with the provisions below.

16.2. The Company may terminate the Agreement in its entirety or solely in relation to any individual element at any time before the Event Date upon written notice to TIP in the manner specified in clause 21.2. However, upon such termination Company shall be liable to pay to TIP the following cancellation charges:

- Termination more than 90 days prior to the Event Date, fifty percent (50%) of the total cost of the Exhibition Package and/or Sponsorship cancelled;
- Termination 90 days or less prior to the Event Date, one hundred percent (100%) of the total cost of the Exhibition Package and/or Sponsorship cancelled.

The Parties agree that actual damages in event of cancellation by the Company are difficult to calculate accurately and not reasonably determinable at the time of execution of the Order Form. Company agrees that the cancellation charges above constitute liquidated damages, which are a reasonable forecast of just compensation to TIP in the event of cancellation by the Company, and Company agrees that TIP has no duty to mitigate in the event of cancellation by the Company. TIP will refund any sums already paid by Company in respect of an Exhibition Package or Sponsorship which are in excess of the cancellation charges, excluding non-refundable administrative fees.

16.3. TIP may terminate the Agreement upon written notice to the Company if: (a) the Company fails to make payment in full of any of the fees due to TIP by the respective due date; (b) the Company is in breach of any other term of the Agreement; (c) the Company becomes bankrupt or insolvent; (d) the Company has a receiver appointed over any part of its assets or undertakings; or (e) a resolution is passed or a petition is presented for the winding up of the Company. Upon such termination the Company shall be liable to pay to the TIP the cancellation charges set out in clause 16.2, which remedy shall be without prejudice to any other remedy TIP may have.

16.4. TIP may terminate the Agreement for any other reason than as stated in clause 16.3 at any time before the Event Date upon written notice to the Company provided that it refunds all fees paid by the Company to TIP.

16.5. Upon the occurrence of any event in 16.3(a) to (e), without prejudice to any other rights it may have (including but not limited to the right to terminate the Agreement), TIP may: (a) occupy the Location; (b) remove and exclude the Company from the Location, the TIP Pavilion, and the Event; (c) require the Company to close their exhibit and/or withdraw all authorities for representatives of the Company to attend the Event; (d) remove, delete, or cover over any Sponsorship Materials; (e) resell advertising rights; or (f) relicense the Location and the Sponsorship as it shall think fit.

16.6. Sections 1, 10, 17, 18, 20, and 21; and Clauses 3.3; 5.6; 6.1-6.3 (insofar as any fees remain to be paid); 6.4; 14.1, 14.3, 14.4, 14.5, 14.6, 16.2-16.6, and 19.2, shall survive termination or expiration of the Agreement.

17. Indemnity

17.1. TIP shall indemnify the Company and keep the Company fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct of TIP, its employees, agents or subcontractors.

17.2. The Company shall indemnify TIP and keep TIP fully and effectively indemnified against all claims, liabilities, damages, losses, fines and expenses, including but not limited to reasonable legal costs, resulting from or in connection with any: (a) claim against TIP or its contractors alleging that TIP's or its Contractors' dealings with materials or information provided by the Company to TIP (including but not limited to Sponsorship Material) infringe any third party's proprietary or intellectual property rights; (b) loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct of the Company, its employees, agents, sub-contractors or invitees; and (c) breach of the Company's obligations under Section 20.

18. Exclusion and Limitation of Liability

18.1. TIP will use its reasonable endeavors to ensure that services provided for the Event or Sponsorship are supplied.

18.2. TIP takes no responsibility for the acts or omissions of any supplier of products or services recommended by TIP to Company or appointed by TIP as suppliers (exclusive or otherwise) to Company or for inaccurate copy instructions. TIP shall have no liability to the Company for any loss or damage it may suffer as a result of any act or omission of such suppliers.

18.3. TIP shall not in any event be liable to the Company for any loss or damage it may suffer as a result of omissions, misquotations or other errors by TIP or the Event Organizer, which may occur in any form of publication or other media.

18.4. TIP shall have no liability for any loss or damage suffered by the Company as a result of the exercise by TIP of its rights hereunder.

18.5. Nothing in the Agreement excludes or limits either TIP's or the Company's liability for any liability that may not be excluded or limited by applicable law.

18.6. Subject to clause 18.5, save in the case of any indemnities and except as expressly provided in clause 16.2, neither Party shall be liable to the other Party for any incidental, consequential, indirect or special damages of any kind or for loss of profits or revenue or loss of business whether arising from negligence, breach of the Agreement or howsoever caused, whether or not the other Party was advised of the possibility of such damage.

18.7. Subject to clause 18.5 and save in the case of any indemnities, in no event shall: (i) TIP's liability in aggregate under the Agreement exceed the amount actually paid to TIP pursuant to the Order Form (regardless of whether such monies are returned via a refund or damages payment); and (ii) Company's

liability in aggregate under the Agreement exceed an amount equivalent to the fees paid and payable under the Order Form.

18.8. Except as expressly set forth in the Agreement, neither Party makes any additional warranties, express or implied, including in particular any warranties of merchantability and fitness for a particular purpose.

18.9. Each Party acknowledges that the exclusions and limitations of liability hereunder are part of the consideration for the level of fees charged.

19. Insurance

The Company must at first instance take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity of not less than two million US dollars (\$2,000,000) or its equivalent. The Company must also take out and maintain at all times, Employers Liability or Workers Compensation insurance that is deemed to be of a good standard by the insurance market within which the Company is domiciled. TIP shall be entitled to inspect certificates of insurance upon request.

20. Privacy and Data Protection

20.1. Each Party shall comply with Applicable Data Protection Law. In no circumstances will TIP sell personal data to anyone or grant the Company any rights in respect of the same.

20.2. TIP may collect and store contact information of representatives, employees and agents of the Company in order to manage its commercial relationship and contact the Company. In this case, TIP is a controller (within the meaning of Applicable Data Protection Laws). Any such personal data as contemplated under this clause 20.2 shall be processed in accordance with the privacy notice at <https://telecominfraproject.com/legal-and-privacy-policies/>.

20.3. If at any time the Company's employees or agents would like to contact TIP with their views about TIP's privacy practices, with any enquiry relating to their personal data, or if an individual does not wish TIP to continue using their personal data as outlined above (to the extent TIP 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 to legal@telecominfraproject.com.

20.4. The Company will provide its employees and agents with the information about TIP's Privacy Policy and practices as described in this Section 20, and will obtain or has obtained the appropriate consents from its employees and agents for TIP to use the individuals' personal data as set out in these Standard Terms and Conditions for Exhibition and Sponsorship, where required.

21. General

21.1. TIP and the Company are and at all times shall be and remain independent contractors as to each other, and at no time shall either be deemed to be the agent of the other, and no joint venture, partnership, agency or other relationship shall be created or implied under the Agreement.

21.2. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out in the Order Form or such other address as the recipient may designate by notice given in accordance with the provisions of this clause 21.2. Any such notice, other

than those expressly required to be sent by way of commercial courier, shall be delivered by hand, sent by commercial courier, or sent via electronic means, e.g. e-mail, and shall be deemed to have been served when delivered if by hand, forty-eight (48) hours after dispatch, if sent by commercial courier, or twenty-four hours after sending, if sent by electronic means.

21.3. The Company shall ensure that its contractors act in accordance with the obligations of the Company hereunder and the Company shall be liable for any non-compliance by its contractors.

21.4. Each Party shall comply with all applicable laws including but not limited to health and safety regulations, applicable trade sanctions and exports laws and anti-bribery, anti-money laundering and anti-slavery legislation.

21.5. The Company shall comply with the Event rules and regulations as set forth by the Event Organizer. Event rules and regulations are available upon request.

21.6. The paragraph headings in this Agreement are solely for convenience and shall not be considered in its interpretation.

21.7. The Agreement contains the entire understanding and agreement of the Parties with respect to the matters contained herein and supersedes any prior or contemporaneous understandings, representations or agreements, whether written or oral, between the Parties with respect to such matters. Any standard terms submitted by the Company (including without limitation any terms of its purchase order) are of no effect between the Parties. The Agreement may not be modified or amended except by writing signed by an authorized representative of each of the Parties.

21.8. The failure of a Party at any time to require performance by another Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by a Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

21.9. If any term, provision, covenant or condition of the Agreement is held invalid or unenforceable for any reason, the Parties agree that such invalidity shall not affect the validity of the remaining provisions of the Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.

21.10. TIP shall not be liable to the Company for any losses, costs, damages or expenses (whether incurred under contract, tort or otherwise) suffered or incurred as a direct or indirect result of an event beyond the control of TIP, including without limitation, any act of God, disease or epidemic, strike, lock-out, industrial disturbance, failure of suppliers, act of public enemy, war, labor dispute, terrorist act, blockade, riot, civil commotion, public demonstration or governmental or local authority restraint nor shall TIP be liable to refund any fees.

21.11. The Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Delaware, US. The Parties agree to submit to the exclusive jurisdiction of the federal and courts located in Wilmington, DE, US. Notwithstanding, the Parties also agree that TIP may institute proceedings relating to any dispute or controversy with respect to the collection of the fees hereunder in any court of competent jurisdiction located in the country of the Company's address, as reflected on the Order Form. If at any time, for any reason, the Company is

unable to pay the fees hereunder when due, and in the event it becomes necessary for TIP to incur collection costs or institute suit to collect any amount due under the Agreement or any portion thereof, the Company agrees to pay such additional collection costs, charges and expenses. These costs may include reasonable attorney's fees.