

EVENT SPONSORSHIP TERMS & CONDITIONS

1 INTERPRETATION

- 1.1 Please read these terms and conditions carefully as they affect your legal rights and set out the terms and conditions on which we, DynamicsMinds d.o.o, Ljubljanska cesta 24g, 4000 Kranj, Republic of Slovenia ("us", "we", "DynamicsMinds", "Host"), will contract with a Sponsor ("you", "your", "Sponsor") for sponsorship of any DynamicsMinds event.
- 1.2 Your acceptance of the Agreement, whether in writing or by conduct, signifies agreement with, and acceptance of, these Conditions in their entirety.
- 1.3 Definitions
 - Activity or Activities: those activities and services to be performed provided by the Host according to the Quote for sponsorship.
 - Agreement: means these terms and conditions collectively.
 - Business Day: a day other than a Saturday, Sunday or public holiday in the Republic of Slovenia.
 - Commencement Date: the Commencement Date outlined in the Quote for sponsorship.
 - Confidential Information: has the meaning given in clause 11 of these Conditions.
 - Event: mean the event or events outlined in Quote for sponsorship.
 - Force Majeure event: has the meaning given in Clause 10 of these Conditions.
 - Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - Host's Mark: means the Host's logo, trademarks, and branding.
 - Sponsor's Mark: means the Sponsor's logo, trademarks, and branding.
 - Sponsorship Fee: the Fees outlined in Quote for sponsorship.
 - Term: the Term of Agreement outlined in Quote for sponsorship.

2 TERM

- 2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this Agreement, shall continue for the remainder of the Term, when it shall terminate automatically without notice.

3 SPONSORSHIP FEE

- 3.1 In consideration of the Host's obligations in connection with this Agreement, the Sponsor shall pay the Host the Sponsorship Fee.
- 3.2 The Sponsorship Fee shall be paid by the Sponsor within 30 days from the date of the invoice issued to the Sponsor by the Host.
- 3.3 The Sponsor accepts that the Host will incur costs prior to the Event and that the Host reserves the right to submit interim invoices, for a proportion of the Sponsorship Fee, to cover such costs prior to the Event.
- 3.4 In the event of late payment, the Host reserves the right (and the Sponsor agrees to pay), interest on any amount payable under this Agreement at a current legal rate. Such interest shall accrue on a daily basis.

4 OBLIGATIONS OF THE SPONSOR

- 4.1 The Sponsor shall pay the Host the Sponsorship Fee as outlined in clause 3.1.
- 4.2 The Sponsor shall provide the Host with the Sponsor's Mark to be used as outlined in Quote for sponsorship or agreed with the Host personnel.
- 4.3 The Sponsor shall provide (or procure the provision of) such assistance as is reasonably required by the Host to enable it to meet its obligations under this Agreement.
- 4.4 The Sponsor will make no representation, whether express or implied, that it is authorized or endorsed by the Host.

- 4.5 The Sponsor will comply fully with the terms of this Agreement. Sponsor will indemnify and hold harmless Host, its officers, directors, members, employees, and agents, from and against any claims, actions or demands, including, without limitation, all reasonable attorney's fees, due to or resulting from Sponsor's breach of these terms and conditions or Sponsor's (or its agent's) willful misconduct, fraud, negligence or gross negligence.

5 OBLIGATIONS OF THE HOST

- 5.1 In performing any of the Activities, its duties, or obligations in connection with this contract, the Host shall use reasonable endeavors to:
- 5.1.1 promote and raise awareness of the Sponsor;
 - 5.1.2 prominently feature the Sponsor Mark at any event or in any marketing or other activity which constitutes an Activity (as agreed between the parties from time to time);
 - 5.1.3 keep the Sponsor informed as promptly and as reasonably practicable with respect to material developments which might affect the Sponsor's participation in the Activities;
 - 5.1.4 make no representation, whether express or implied, that it is authorized or endorsed by the Sponsor, save as expressly permitted by this Agreement.
- 5.2 5.2 The Host shall discharge its obligations in connection with this Agreement (including, but not limited to, performance of the Activities) to the standard of a competent professional and always in accordance with all applicable laws and regulations.
- 5.3 5.3 The Host shall provide (or procure the provision of) such assistance as is reasonably required by the Sponsor to enable it to comply with any request or requirement of any regulatory authority, relating to this Agreement, to which the Sponsor is subject.

6 LIABILITY

- 6.1 The Parties' maximum aggregate liability to each other under this Agreement shall be limited in contract, by way of indemnity, tort (including negligence) or otherwise, however arising, to an amount equal to the Sponsorship Fee under this Agreement.
- 6.2 The Host shall under no circumstances be liable for any:-
- 6.3 A) loss of income; loss of profit; loss of customers; loss of opportunity or damage to the Sponsor's reputation; and/or
 - 6.4 B) indirect; special; incidental; or consequential loss or damage, whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, by indemnity, tort (including negligence) or otherwise.
- 6.5 Nothing in this Agreement shall exclude either party's liability for death and personal injury; fraud; and any other liability that cannot be excluded by law.
- 6.6 The Host does not make, and specifically disclaims, any representations or warranties regarding the success or failure of the sponsorship opportunity for the Sponsor.

7 TERMINATION

- 7.1 Subject to clauses 7.2 and 7.3, this Agreement shall terminate automatically on the expiry of the Term.
- 7.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement for convenience by providing the other with 30 days' prior written notice.
- 7.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 7.3.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - 7.3.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 7.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 7.3.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; and
 - 7.3.5 either party (acting reasonably) or any regulatory authority of either party believes that this arrangement is or becomes incompatible with any law or regulation.

7.4 For the purposes of clause 7.3.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

7.4.1 a substantial portion of this Agreement; or

7.4.2 any of the obligations set out in clause 3, 4 and/or 5 of this Agreement, over the Term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

8 CONSEQUENCES OF TERMINATION

8.1 On termination or expiry of this Agreement:

8.1.1 the Host shall cease to use the Sponsor Mark;

8.1.2 the Sponsor shall pay to the Host any sums that are outstanding and to be accounted for under this Agreement;

8.1.3 the following clauses shall continue in force: Clause 1 (Interpretation), Clause 6 (Liability), Clause 7 (Termination), Clause 8 (Consequences of Termination), Clause 11 (Confidentiality), Clause 12 (Data Protection) and Clause 20 (Governing Law and Jurisdiction) of this Agreement.

8.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Host and the Sponsor acknowledge as follows:

9.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor. The Host shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them; and

9.1.2 all rights in the Host's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Host. The Sponsor shall not acquire any rights in the Host's Marks, including any developments or variations of them;

9.2 All Intellectual Property Rights in and to any materials produced for the Activities, by or on behalf of the Host or jointly by the Host and the Sponsor, shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the Host and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Host on request, whenever that request is made.

9.3 The Sponsor grants the Host an irrevocable, royalty free license to use the Sponsor's Mark only for the purposes of fulfilling the Agreement. This license shall terminate automatically on termination of this Agreement.

9.4 The Host shall make reasonable endeavors to only use the Sponsor's Mark for the purposes of fulfilling the Agreement.

9.5 The Sponsor may require the Hosts to cease to use the Sponsor Mark at any time by providing written notice.

9.6 The Sponsor represents and warrants to the Host that the Sponsor has the legal right to use the logo, artwork, or other advertising and marketing material provided by it to the Host.

9.7 The Sponsor will indemnify and hold harmless the Host for any third party claims for breach of any intellectual property rights which might be made against the Host for using any Sponsor's logo, artwork, or other advertising and marketing material.

10 FORCE MAJEURE

10.1 Either party reserves the right to cancel or suspend its obligations under this Agreement which are not able to be fulfilled by virtue of an event beyond that party's reasonable control ("Force Majeure Event"). The Host shall not be liable for any loss caused by cancellation or postponement of its obligations under this Clause. In the event that the circumstances prevent either party performing its obligations under this Agreement for 30 days or more, either party may terminate this Agreement (in whole or in part) by written notice.

11 CONFIDENTIALITY

11.1 "Confidential Information" means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its "Representatives") to the other party and that party's Representatives whether before or after the date of the Agreement in connection with:

11.1.1 the existence and terms of the Agreement;

- 11.1.2 any information disclosed by one party to the other which is marked as or has been otherwise indicated to be confidential;
- 11.1.3 any information which derives value to a party for being confidential;
- 11.1.4 any information that would be regarded as confidential by a reasonable business person; and/or
- 11.1.5 any information developed by the parties in the course of carrying out the Agreement.
- 11.2 The provisions of this Clause 11 shall not apply to any Confidential Information that:
- 11.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause 11);
- 11.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- 11.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; and/or
- 11.2.4 the parties agree in writing is not confidential or may be disclosed.
- 11.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- 11.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement ("Permitted Purpose"); or
- 11.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 11 or as may be required by law, court order or any governmental or regulatory authority.

12 DATA PROTECTION

- 12.1 The following definitions apply in this Clause 12:
- Agreed Purpose: the provision of relevant marketing correspondence by the Sponsor subject to the conditions of this Clause 12.
 - Controller, processor, data subject, personal data, processing and appropriate technical and organizational measures: as set out in the Data Protection Legislation in force at the time.
 - Data Discloser: a party that discloses Shared Personal Data to the other party.
 - Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the Republic of Slovenia including the General Data Protection Regulation ((EU) 2016/679) or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.
 - Permitted Recipients: the parties to this Agreement.
 - Shared Personal Data: the personal data to be shared between the parties under this Agreement. Shared Personal Data shall be confined to personal data contained within the registration form provided to the data subject by the Host for an Event.
- 12.2 This Clause 12 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser subject to this Clause 12.
- 12.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 12.4 Each party shall:
- 12.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 12.4.2 give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- 12.4.3 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 12.4.4 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- 12.4.5 ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 12.4.6 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

A) complies with the provisions of the Data Protection Legislation; and

B) ensures that: (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Data Protection Legislation; (ii) there are appropriate safeguards in place pursuant to Data Protection Legislation; or (iii) one of the derogations for specific situations in Data Protection Legislation applies to the transfer.

12.5 The parties agree to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which either party may suffer or incur as a result of any breach by the other of any of the undertakings given in this Clause 12. This indemnity will not apply to relieve a party of any loss caused by its own actions/omissions.

13 VARIATION

13.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties.

14 ASSIGNMENT AND OTHER DEALINGS

14.1 Neither party shall assign or attempt to assign in whole or in part the benefit of this Agreement without the prior written consent of the other party.

15 WAIVER

15.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16 RIGHTS AND REMEDIES

16.1 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17 SEVERANCE

17.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 17 shall not affect the validity and enforceability of the rest of the Agreement.

18 ENTIRE AGREEMENT

18.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, contract, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

19 NOTICES

19.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be sent by e-mail to sponsor@dynamicsminds.com or to DynamicsMinds d.o.o, Ljubljanska cesta 24g, 4000 Kranj, Republic of Slovenia.

20 GOVERNING LAW AND JURISDICTION

20.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Republic of Slovenia without regard to, or giving effect to, the choice of law rules of any jurisdiction.

20.2 Each party irrevocably agrees that the courts of Republic of Slovenia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).