

TERMS AND CONDITIONS

INTRODUCTION

This is a legal agreement between the person or organisation (“Customer”, “Sponsor” or “You”) agreeing to these Terms and Conditions (“Terms”) and GDS Publishing Limited (“GDS”, “our”, “us”, or “we”). Meet the Boss (“MTB”) is a division of GDS, any references to MTB or GDS shall be interchangeable. By signing an Order Form (“Order” or “SOW”) or using Services provided by GDS, you represent that you are of legal age and have the authority to bind the Customer to the Order and these Terms (collectively the “Agreement”).

The terms and conditions listed below cover the full range of GDS’ product and service offering. Please refer to the specific terms which are applicable to the type of product or service you have chosen according to your Order.

Common terms are relevant for all sponsor clients.

1. SUMMITS

1.1. Our commitment to you

- 1.1.1. GDS will arrange a predetermined number of meetings (as detailed on your Order Form) with Senior Executives over the duration of the Summit. GDS will provide a proposed list of meetings based on attendee project intelligence matched against your solution provider profile (“SPP”) prior to the event. You may then review, prioritize, and confirm your meeting selections on the summit client portal. Selections must be completed within 5 working days, or at least 5 days before the summit. A final itinerary will be provided to you prior to your attendance. Please note that whilst every effort is made to maintain the pre-arranged itinerary, delegate attendees and meeting schedules may be altered where necessary. If one or more of the meetings is cancelled for any reason, GDS will provide substitute meetings to equal the total number of agreed meetings.
- 1.1.2. GDS reserves the right to determine the theme, scope, and content of the summit. Whilst every reasonable effort will be made to adhere to a standard format, GDS reserves the right to change summit attendees, location, dates, timings, and summit features.
- 1.1.3. If GDS permanently cancels the summit for any reason whatsoever, including but not limited to “force majeure”, and provided that the summit is not postponed to a later date, the client shall receive a refund for the amount the client has paid to GDS.

1.2. Your commitment to us

- 1.2.1. Only named and pre-registered sponsor delegates may attend a GDS event. No persons other than those officially registered with GDS may attend any part of the event.
- 1.2.2. You must complete a solution provider profile within 2 weeks of receiving the link to do so from your GDS representative, or within 14 days before the event.
- 1.2.3. No private functions may be organized involving any delegates during the Summit, other than those agreed in advance with GDS.

1.3. Travel & Accommodation (where applicable)

- 1.3.1. Client or Client Delegate(s) will make their own travel and accommodation arrangements

2. MTB ROUNDTABLES

2.1. Our commitment to you

- 2.1.1. MTB will offer support to help you shape the content of your digital roundtables (“RTs”) as per the SOW (your “Campaign”), to ensure you gain maximum benefit from the broadcast and engagement with the delegates provided by MTB.
- 2.1.2. MTB will brand your organisation as an official MTB sponsor for the duration of your campaign.
- 2.1.3. MTB will work with you to create your Client Set-up Document (“CSD”), which we will use to build a target list for attendee acquisition aligned to your solution. There is a limited number of regions, topics, and data-builds that MTB will provide, depending on pairs of RTs, for each campaign. This will be agreed with you during the CSD creation.
- 2.1.4. A confirmed and agreed CSD must be provided at least 4 weeks prior to your first RT date.
- 2.1.5. MTB will provide an average of 5 qualified decision makers per RT across the campaign. A confirmed list of attendees will be provided to you at least 24hrs prior to the RT.
- 2.1.6. Total delegate delivery as defined in a SOW will be measured across the duration of the order delivery, not across individual topics/regions/campaigns/RTs.
- 2.1.7. MTB reserves the right to change the RT times and/or dates and will provide written notice to the client of any scheduled changes at least 5 days in advance.
- 2.1.8. Moderation of all RTs is provided in English. Local language options can be made available and will be charged for separately if required.

2.1.9. MTB will arrange follow up 1-to-1 meetings with RT attendees after the event has been delivered.

2.2. Your commitment to us

- 2.2.1. If your Campaign dates have not been confirmed in the signed Order, you agree to confirm and schedule your campaign dates within 48hrs of your campaign onboarding call. The campaign onboarding call will be scheduled by MTB within 7 days of your booking date.
- 2.2.2. All campaign set up materials need to be submitted against requested timelines as defined by MTB to progress into an active campaign. Once your CSD is submitted you will have 24 hours to make any final amendments to your CSD. Once the CSD is formally accepted you will have no further opportunity to make additional changes and any executives booked using this CSD as a guide will count towards your contracted delegate number.
- 2.2.3. You agree to obtain MTB permission before rebroadcast of any material provided by MTB.

3. MTB SHOWCASE

3.1. Our commitment to you

- 3.1.1. MTB will offer support to help you shape the content of your virtual showcase, to ensure you gain maximum benefit from the broadcast.
- 3.1.2. MTB will brand your organisation as an official MTB sponsor for the duration of the campaign.
- 3.1.3. MTB will provide the agreed number of decision makers for each virtual showcase session who will be selected from the MTB audience as those most closely aligned to your chosen solution, as defined in your CSD.
- 3.1.4. MTB reserves the right to change the broadcast times/dates and/or virtual showcase times/dates and will provide written notice to the client of any scheduled changes at least 7 days in advance.
- 3.1.5. Moderation of all virtual showcases is provided in English. Local language options can be made available and will be charged for separately.

3.2. Your commitment to us

- 3.2.1. If your Campaign dates have not been confirmed in the signed Order, you agree to confirm and schedule your campaign dates within 48hrs of your campaign onboarding call. The campaign onboarding call will be scheduled within 7 days of your booking date.
- 3.2.2. All campaign set up materials need to be submitted against requested timelines as defined by MTB, to progress into an active campaign. Once your CSD is submitted you will have 24 hours to make any further amendments to your brief, once this is formally accepted you will have no further opportunity to make changes and any executives booked against this will count towards your contracted delegate number.
- 3.2.3. You agree to obtain MTB permission before rebroadcast of any material provided by MTB.

4. MTB LIVE

4.1. Our commitment to you

- 4.1.1. At the event, MTB will arrange a predetermined number of delegate attendees (as detailed on the Order) with Senior Executives. MTB will provide you with an attendee list prior to the event, provided payment has been received. Please note that whilst every effort is made to maintain the pre-arranged delegate attendees and target corporate participation, alteration may be necessary.
- 4.1.2. If MTB permanently cancels the event for any reason except for force majeure or frustration and provided that the event is not postponed to a later date, the client shall receive a refund for the amount the client has paid. If for any reason due to force majeure or circumstances beyond the control of MTB the event must be cancelled, the parties shall use reasonable efforts to agree to amend the Agreement as may be necessary; provided, however, that the parties cannot reach mutual agreement, the Agreement shall terminate without fault of either Seller or Purchaser and no refund will be provided.
- 4.1.3. MTB will provide a minimum of 2 venue options that are pre-selected for the available budget and compliance with standards and suitability. Other venues outside of the pre-selected options may be requested and may be provided at a premium that would be billed in addition. Any request to alter the agreed location that MTB agree to accept will result in any incurred costs being payable by the client within 5 days of an alternative venue being agreed.

4.2. Your commitment to us

- 4.2.1. You agree to supply MTB in writing with names and details of the delegate/s who have been elected to attend the event at least one month prior to the event. Only names and pre-registered delegates may attend event. Non-appearance of any of the delegates will not affect your obligation to pay for the delegate place or places booked. No persons other than those officially registered with MTB may attend any part of the event.
- 4.2.2. Any client representatives that attend which exceed the agreed contractual amount will incur a charge of £500.00 GBP / \$625.00 USD.
- 4.2.3. All campaign set up materials need to be submitted against requested timelines as defined by MTB, to progress into an active campaign. Once your CSD is submitted you will have 24 hours to make any further amendments to your brief, once this is formally accepted you will have no further opportunity to make changes and any executives booked against this will count towards your contracted delegate number.

- 4.2.4. Any supplied target accounts must reside within the agreed location and/or within a two-hour drive radius.
- 4.2.5. Delegates are responsible for their own insurance (including, but not limited to travel insurance, personal effects, and personal insurance), vaccinations and visas (where applicable).
- 4.2.6. No private functions may be organized involving any delegates in advance or during the event, other than those agreed in advance with MTB.
- 4.2.7. Client or Client Delegate(s) will make their own travel arrangements to the event.

5. COMMON

5.1. General

- 5.1.1. By confirming as a sponsor, GDS maintains the right to associate your name and organisation with GDS and use any material created for and during the event through our customer-facing promotional material.

5.2. Payment

- 5.2.1. You are required to pay the total amount due as per the terms stated on the Order. Should payment not be made according to the agreed schedule, GDS reserves the right to withhold the supply of information, access to portals or attendance at events, as agreed in the "Our Commitment to you" section of the applicable GDS product/service as described in your Order, until such a time that the outstanding balance of the contract has been satisfied.
- 5.2.2. The client portal will be made available to clients approximately 3 weeks prior to the event. It is a requirement that payment has been received for you to gain access to this portal.
- 5.2.3. Payments by credit card will be subject to a 5% transaction fee.
- 5.2.4. Amounts not paid when due shall be subject to interest. Interest will be calculated at 2% above the base rate of the Bank of England.
- 5.2.5. Any additional costs incurred by GDS in the collection of payment shall be borne by the Customer.
- 5.2.6. All prices quoted are Net of any applicable taxes.

5.3. Cancellation

- 5.3.1. Cancellations may be accepted by GDS provided written notice of the cancellation is received by GDS no more than 14 days after the signing of the agreement. Written notice must be provided to accounts@gdsgroup.com. In such case, 50% of the package fee will be due immediately and retained by GDS as liquidated damages.
- 5.3.2. If any cancellation is received after 14 days from the signing of the agreement, or not directly to the mailbox: accounts@gdsgroup.com, the cancellation request will not be considered and you shall be obliged to pay the full contracted amount.
- 5.3.3. Cancellations will not be considered for any agreements if received within 30 days of the event start date.

5.4. Postponements / Transfers

- 5.4.1. Any request by the undersigned to postpone or transfer the agreement must be received in writing at least 30 days prior to the event start date, and, if accepted by GDS, will be subject to a 10% administration fee, payable within 7 days.
- 5.4.2. No postponements or transfers will be considered for any agreements within 30 days of the event start date.

5.5. Governing law.

- 5.5.1. This agreement shall be governed in accordance with the laws of England without regard to conflicts of law provisions of such a country. The undersigned, by signing this form, hereby agrees and submits him/herself/itself to the exclusive personal and subject matter jurisdiction of the laws of England and in courts located in or having jurisdiction over English Law. The undersigned hereby states that he, she, or it will accept service of process by certified mail addressed to the undersigned at his/her/its place of business or by any manner permitted by English law.
- 5.5.2. If undersigns fails to pay GDS according to this agreement, the undersigned promises to pay reasonable expenses, including legal fees, that GDS incurs in commencing or maintaining any claim arising out of this agreement.

5.6. Privacy

- 5.6.1. We are committed to keep your data secure and uphold your rights under the Data Protection Act 2018 and in line with the Privacy and Electronic Communications Regulation. For, further information, please see a copy of our Privacy Policy at <https://gdsgroup.com/privacy-policy/>