MASTER SPONSORSHIP AGREEMENT

This Master Sponsorship Agreement ("Agreement"), dated as of 14-Apr-2025 (the "Effective Date"), is made by and between CONNECTED INTELLIGENCE LIMITED, an Irish limited company with company number 539413 whose registered office is at Tramway House, 32 Dartry Road, Dartry, Dublin 6, and AGÊNCIA DE ATRAÇÃO DE INVESTIMENTOS ESTRATÉGICOS DO PIAUÍ S/A - INVESTE PIAUÍ (referred to hereinafter as the "Partner" as set out in the Order Form (as described below)). Connected Intelligence Limited and the Company, or any of their respective Affiliates, may conduct Events during the term of this Agreement. The Partner wishes to acquire, and Connected Intelligence Limited wishes to grant to the Partner, a sponsorship package for the Event on the terms and conditions set out in this Agreement and further specified in the Order Form.

The parties hereby agree as follows:

1. Definitions and Interpretation

Defined terms used in this Agreement with initial letters capitalised have the meanings given below, or as set out elsewhere in this Agreement:

- 1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with that party;
- 1.2 "Approval" means approval, at its discretion, by the Organiser signified by: (i) email from an Organiser Manager; or (ii) oral approval given by Organiser Manager, provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed in writing within two working days;
- 1.3 "Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), in any format including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located, which concerns the Disclosing Party's business, products, affairs, finances, media and strategic partners, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how which shall have come to the attention of the Receiving Party's personnel during the

course of this Agreement, whether or not such information (if in anything other than oral form) is marked confidential;

- 1.4 "Event" means the event (or where multiple events listed in the Order Form, events) run by the Organiser as set out in the Order Form;
- 1.5 "Event Country" means the country the Event is held in;
- 1.6 "Fees" means the sum set out and payable by the Partner for the Package as set out in the Order Form;
- 1.7 "Force Majeure Event" means any event arising that is beyond the reasonable control of the Organiser (including speaker or participant cancellation or withdrawal, contractor or supplier failure, venue damage or cancellation, outbreaks of communicable diseases, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war);
- 1.8 "Intellectual Property Rights" means patents, right to inventions, trademarks, trade names, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, design rights, copyrights, database rights, rights to use and protect the confidentiality of confidentiality (including rights in know-how), trade secrets, confidential information and all other intellectual property rights or analogous 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 anywhere in the world;
- 1.9 "Manual" means the manual (if any) provided to the Partner by the Organiser in respect of the Event as updated by the Organiser from time to time;
- 1.10 "**Order Form**": means an agreement substantially in the form attached to this Agreement as Exhibit A;
- 1.11 "**Organiser**" means the company organising the Event identified as the Organiser in the Order Form;
- 1.12 "Organiser Manager" means person(s) set out in the Order Form authorised to make changes to the Package and give Organiser Approval on behalf of the Organiser or Organiser's employees nominated by them;

- 1.13 "**Outboard**" the creation of a concurrent event that is related to the Event but that is not sanctioned by the Organiser and which seeks to benefit from Event Attendees the audience the Event attracts;
- 1.14 "Package" means the Space and/or Sponsorship package in relation to the Event as set out in the Package in the Order Form, if multiple Events and Event years, each year shall be a Package;
- 1.16 "**Representatives**" means the employees, agents, sub-contractors and other representatives of a party;
- 1.17 "Shell Scheme" means a stand (or part of a stand) constructed by the Organiser as set out in Package in the Order Form;
- 1.18 "**Space**" means the exhibition space allocated to the Partner by the Organiser (together with the ancillary services provided to the Partner in connection with such exhibition space) as set out in the Package in the Order Form;
- 1.19 "**Sponsorship**" means the sponsorship element of the Package as set out in the Package in the Order From;
- 1.20 "**Venue**" means the premises where the Event is to take place, as set out in the Event Details of the Order Form;
- 1.21 "**Venue Owners**" means the owners and/or management of the Venue; and
- 1.22 "**VAT**" means value added tax or harmonized sales tax as applicable and indicated on the Order Form.
- 1.23 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.24 The Schedules and Exhibits form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.25 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.26 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. Moreover, any such reference shall include all



subordinate legislation made under that statute or statutory provision.

1.27 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application for the Package

- 2.1 From time to time, either party or its Affiliate may agree to enter into an Order Form for the provision of a Package for an Event (or Events) produced by the Organiser or its Affiliate. Each Order Form executed by both parties to it: (i) creates an agreement between the relevant Partner and Organiser in relation to the Event (or Events) described in the Order Form; and (ii) incorporates the terms of this Agreement, except to the extent stated otherwise in the Order Form.
- 2.2 By executing this Agreement, neither party nor their Affiliates are obliged to enter into any Order Form. The Organiser reserves the right to reject any Order Form.

3. Price and Payment

- 3.1 In consideration of the Sponsorship Package granted, the Partner shall pay the Fees together with any Taxes/VAT applicable thereon in accordance with the payment terms stated in the Order Form. The Partner shall pay the Fees together with any Taxes/VAT within 14 days of the receipt of invoice ("Due Date"). Furthermore, the Partner accepts that the Fees together with any Taxes/VAT applicable thereon shall be paid fully within 7 days of the Event commencing. Time shall be of the essence in respect of the payment of Fees.
- 3.2 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay any Fees on the Due Date for payment, the Organiser shall be entitled to: (i) refuse access for the Partner and its Representatives to the Event and/or (ii) refuse to provide any element of the Package and/or (iii) terminate this Agreement upon which the provisions of clause 12.5 shall apply.
- 3.3. The payment shall be the sole responsibility of the Partner. All amounts due under this **Agreement** shall be paid by the Partner to the Organiser in full without any set-off,

counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. Taxes

- 4.1 It is the intent of the parties that the Organiser will receive the Fees net of all applicable taxes, including sales, VAT, service or withholding taxes ("Taxes"), all of which shall be paid solely by the Partner. In some cases, VAT may be applicable under reverse charge rules. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).
- 4.2 Fees quoted by the Organiser are, unless otherwise expressly agreed in writing, exclusive of VAT or any other applicable tax and the Partner shall, in addition, pay to the Organiser any applicable VAT (or other tax) chargeable thereon at the then applicable rate.

5. Partner's General Obligations

- 5.1 The Partner shall comply strictly in accordance with the terms of this Agreement together with all laws, regulations and/or guidelines of any competent authority and any terms, conditions, reasonable instructions or directions issued by the Organiser or the Venue Owners (including in relation to health and safety or security requirements and the provisions of the Manual).
- 5.2 The Partner warrants that it has the right, title and authority (including that it has the necessary licences) to enter into this Agreement and perform its obligations under it and that the person signing this Agreement on behalf of the Partner has the requisite authority to do so.
- 5.3 The Partner and its Representatives must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Venue Owner, the Organiser or any visitors/delegates to the Event.
- 5.4 The Partner is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the Event Country. If the Partner cannot attend the Event, the Fees shall remain payable in full.

- 5.5 The Partner consents to its details (including its name, logo or any other material or information supplied to the Organiser by the Partner) being published in the Event catalogue, show guide and on other promotional materials published by the Organiser (including the Event website). While the Organiser shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.
- 5.6 The Partner shall not (and shall procure that its Representatives shall not) do or permit anything to be done which might adversely affect the reputation or brand of Organiser, the Venue Owners or the Event or make any statement that is defamatory, disparaging or derogatory to Organiser, the Venue Owners or the Event.
- 5.7 The Partner shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Partner.
- 5.8 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Partner consents to the filming, sound recording and photography of the Event, which may include the Partner's Representatives, and the Partner consents to the use by the Organiser of any such filming, sound recording or photography anywhere in the world for promotional, marketing and other purposes. For the avoidance of doubt, all Intellectual Property Rights generated at the Event is the property of the Organiser.

6. Specific Terms relating to Space

THIS CLAUSE 6 SHALL ONLY APPLY TO A PARTNER WHO WILL EXHIBIT SPACE AT THE EVENT.

6.1 The Organiser permits the Partner, subject to the terms of this Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event. Such use shall not constitute a tenancy or lease of the Space and the Partner acknowledges that it shall have no other rights to or interest in the Space. The Partner is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of the



Organiser. Over the counter sales (i.e., cash, check and/or credit card transactions) from the Space are not permitted.

- 6.2 The Partner shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Event opening times failing which the Organiser reserves the right without liability to arrange for this to be done at the Partner's expense.
- 6.3 The Partner undertakes to occupy the Space in time for the opening of the Event and not to close its stand prior to the end of the Event. In the event that the Partner fails to do so, the Organiser shall be entitled to terminate this Agreement and the provisions of clause 12.2 shall apply.
- 6.4 The Partner shall not permit the display of any materials or information that do not exclusively relate to the Partner's commercial activities. The Organiser reserves the right to remove from the stand or the Venue at the risk and expense of the Partner any exhibit or other item which the Organiser considers in its reasonable opinion (i) contravenes applicable laws, regulations, policies or procedures of the Organiser or of the Venue Owners; (ii) infringes the Intellectual Property Rights of the Organiser or a third party; or (iii) is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with this Agreement.
- 6.5 The Organiser will be responsible for setting up a Shell Scheme for the Partner's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Package. The Partner is solely responsible for all aspects of dressing and branding the Space including the stand.
- 6.6 Unless the provisions of clause 6.5 apply, the Partner is solely responsible for all aspects of the set up of the Space, including Shell Scheme and stand construction, branding and dressing. Furthermore, the Partner shall be liable to the Organiser or any third parties (as the case may be) for any claims relating to the set up of the Space including construction of any exhibition stand or any breach of clause 6.5.
- 6.7 The Partner may not sublet the Space without the express prior written consent of the Organiser. If and to the extent that the Partner is permitted to sublet the Space, the Partner shall remain responsible for the Space and shall be

liable for any breach of the terms of this Agreement by any party to whom the Space is sublet.

- 6.8 If the Partner is in breach of this Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and/or visitors, the Organiser reserves the right to close the Partner's stand and remove the Partner's Representatives from the Event without liability to the Organiser.
- 6.9 If the Partner wishes to engage in joint promotions with any third party in relation to the Event or share the Space with any entity that is not a company within the Partner's group of companies, it must obtain the prior written consent of the Organiser. The Organiser reserves the right to charge the Partner additional Fees as a condition to granting any such consent.
- 6.10 The Partner is required to be adequately insured to participate in the event. The Partner shall itself take out and maintain at all times both public liability and employee liability insurance, at its sole cost, against personal injury, death and damage to or loss of property for not less than US\$2,000,000 (or equivalent amount in local currency) per occurrence or claim. The Organiser shall be entitled to inspect the Partner's insurance policy on request.
- 6.11 The Organiser confirms that it will take out a comprehensive insurance policy for the Event.
- 7. Specific Terms relating to Sponsorship
- 7.1 The Partner shall provide the Organiser with all promotional material and information which associate the Partner or the Partner's products with the Event including, but not limited to, logos, artwork and advertising material, partner-generated content for other elements set out in the Package which shall include any trademarks, service marks. trade names and logos ("Material") which the Organiser requires for the Sponsorship within deadlines specified by the Organiser. The Partner shall comply with the Organiser's reasonable requirements and directions in relation to the Materials. If the Partner fails to provide the Materials by the deadline and to the specifications required by the Organiser, the Organiser reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.

- 7.2 The Partner shall ensure that all Materials are accurate, correct, print-ready and complete, and do not contain any information which may cause offence to any person or which is defamatory to any person. The Partner shall ensure that the content of all Materials complies with all applicable laws
- 7.3 The Partner warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 7.4 While the Organiser will take all reasonable care in relation to the production of material and information incorporating the Material, the Organiser shall not in any event be responsible to the Partner for any omissions, misquotations or other errors which may occur.
- 7.5 All Materials are subject to Approval by the Organiser. Where Approval cannot be obtained, the Parties agree the element of the Package requiring the Approval shall not be delivered and the Organiser shall not be required to refund any Fees which shall remain payable in full. The Organiser will use its reasonable endeavours to provide the Sponsorship the size, position and manner as specified in the Package. However, the Organiser shall not be liable to the Partner where reasonable modifications or changes to the Sponsorship (including to the size, position, section or issue of or date of publication) are made by the Organiser.
- 7.6 The Partner hereby grants to the Organiser (and the Organiser accepts) a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Materials in connection with the Event and the Sponsorship in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.
- 7.7 The Partner acknowledges that the Organiser may continue to use the Materials or other information provided by the Partner after the Event in connection with materials or information created or relating to the Event. The Partner also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where this Agreement is terminated, the Organiser may at its discretion continue to use the name, logo or any other Material or information provided by the



Partner after termination of this Agreement, where the time and cost does not allow the Organiser to remove, delete or cover over such name, logo or other material or information.

7.8 If the Partner is in breach of this Agreement, the Organiser reserves the right to refuse to use any Material in relation to the Event or the Sponsorship or may remove or delete such Material without liability to the Organiser.

7.9 All rights not expressly granted to the Partner under this Agreement are reserved to the Organiser.

8. Delegate Passes/Tickets

Where delegate passes and/or Tickets are issued as part of the Package, they are issued subject to the Organiser's terms and conditions applicable to delegates and ticket holders available on the Event Website. Only delegate passes and tickets issued by the Organiser shall be valid for entry to the Event. The Partner shall not resell or distribute the delegate passes or tickets to any third party.

9. Limitation of Rights Granted

9.1 The Partner's rights in relation to the Event are strictly limited to those set out in the Package. The Partner is not permitted to: (i) exploit any rights of a commercial nature in connection with the Event; (ii) establish a website relating to the Event; or (iii) other than in accordance with clause 9.2, otherwise promote or advertise its association with the Event or the Organiser or undertake any promotional activity in connection with the Event or the Organiser in any way otherwise than as set out in the Package or with the prior written consent of Organiser. The Package is granted on a non-exclusive basis and the Organiser is free to have multiple sponsors or partners for any particular activity or product.

9.2 Nothing in clause 9.1 shall prevent the Partner from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event's website together with any Event logo. The Organiser may reasonably and lawfully request that the Partner removes any such promotional material from its website specifically relating to its attendance and participation in the Event. The Partner hereby agrees to comply with this removal request as soon as possible. Nothing in this Agreement shall be construed as granting to the Partner any right, permission or

licence to: (i) use or exploit Organiser's or any member of the Organiser's Intellectual Property Rights; or (ii) otherwise exploit any connection with the Organiser or any event run by the Organiser in any way.

9.3 The Partner agrees not to engage in any activity of any kind (whether marketing, advertising, programming or otherwise) which, in the discretion of the Organiser, competes with, or otherwise detracts from, any Event programming.

9.4 The Partner shall not (i) Sponsor or Partner with another Technology event; or (ii) host or organise an unauthorised event; and/or (iii) Outboard; in the Event Country for a period of seven (7) days prior to the Event and three days (3) after the Event. Furthermore, given the pre-eminence of the Event, the Partner acknowledges that this restriction is reasonable.

10. Changes to the Event and Cancellation

10.1 The Organiser reserves the right at any time and for any reason including without limitation, by reason of a Force Majeure Event) to change the format, content, venue, location and timings of the Event (including any installation and dismantling periods) without liability. If the change is material to the Package, the Organiser will inform the Partner of such change as soon as reasonably practicable.

10.2 Without prejudice to clause 16.1, the Organiser reserves the right to change the date of the Event or cancel the Event at any time and for any reason and, thereafter, clauses 10.3 and 10.4 (as applicable) shall apply. Should the Company be contracting for the purposes of a multi-event deal, the cancellation fees shall only be applicable to the first event of the deal.

10.3 In the event that the date of the Event is changed or where the Event is cancelled for the current year but is reasonably expected to be held within fourteen (14) calendar months of the original Event date, this Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date (or the Event in the following year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this clause 10.3 shall excuse the Partner from payment of the

Fees under this Agreement in accordance with the payment schedule set out in the Package.

10.4 Subject to clause 10.3, where the Event is cancelled and is not reasonably expected by the Organiser to be held within 14 calendar months of the original Event date, the Organiser may terminate this Agreement without liability provided that, at the Partner's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Partner will be released from paying any further proportion of the Fees.

10.5 To the fullest extent permitted by law, the Organiser shall not be liable to the Partner for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Partner acknowledges that provisions of this clause 10 set out the Partner's sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by the Organiser and all other liability of the Organiser is hereby expressly excluded.

11. Cancellation by the Partner

11.1 Except where the Organiser has the right to terminate this Agreement under clause 12.4, the Partner may cancel the Order Form on written notice to the Organiser ("Cancellation Notice") provided that:

- (i) if the Organiser receives the Cancellation Notice at any time after acceptance by the Organiser and more than sixty (60) days prior to the original date scheduled for the first day of the Event then the Partner shall pay to the Organiser a cancellation fee equal to fifty percent (50%) of the Fees;
- (ii) if the Organiser receives the Cancellation Notice between thirty (30) and sixty (60) days prior to the original date scheduled for first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to eighty percent (80%) of the Fees; and
- (iii) if the Organiser receives the Cancellation Notice less than thirty (30) days prior to the original date scheduled for the first day of the Event the Partner shall pay to the Organiser a cancellation fee equal to one hundred percent (100%) of the Fees.



- 11.2 For the avoidance of doubt, for the purposes of this clause 11 the relevant dates shall be fixed by reference to the original date scheduled for the first day of the Event outlined in the Order Form and not any new date scheduled for the first day of the Event which has been changed pursuant to clause 10.2.
- 11.3 The parties agree that actual damages in the event of cancellation by the Partner are difficult to quantify and not reasonably determinable at the time of entering this Agreement. Therefore, the Partner agrees that the cancellation charges above constitute liquidated damages, which are a reasonable forecast of just compensation to the Organiser in the event of cancellation by the Partner. In addition, the Partner agrees that the Organiser has no duty to mitigate in the event of cancellation by the Partner.
- 11.4 The Organiser shall be liable to refund any sums already paid by the Partner in respect of such Package, which are in excess of such cancellation charges.

12. Term and Termination

- 12.1 This Agreement begins on the Effective Date and, unless terminated earlier in accordance with its terms, continues for a period of one (1) year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for further terms of one (1) year until terminated in accordance with its terms. The Initial Term together with any renewal periods thereafter are collectively referred to as the "Term".
- 12.2 Each Order Form begins on the effective date specified in the Order Form and, unless terminated earlier pursuant to this Agreement, continues until all obligations under the Order Form have been performed.
- 12.3 Either party to this Agreement may terminate this Agreement for any or no reason upon sixty (60) days' prior notice to the other party. Upon expiration or termination of this Agreement, the parties (or their Affiliates) will not be able to enter into further Order Forms pursuant to this Agreement, provided however that expiration or termination of this Agreement will not affect any existing Order Form.
- 12.4 The Organiser may terminate the Agreement immediately at any time by written notice to the Partner: (i) if the Partner has committed a material breach of any of its obligations under the Agreement and has not remedied

- such breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) the Partner goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator, examiner or receiver is appointed over the whole or any part of the Partner's assets or if the Partner enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 12.5 Without prejudice to any other right or remedy it may have, in the event that the Organiser terminates the Agreement under the provisions of clauses 3.2, 6.3 or 12.4 the Organiser shall not be required to refund any Fees received from the Partner and the Organiser shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. The Organiser shall not be liable to the Partner for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Partner.
- 12.6 The Organiser may terminate the Agreement without liability immediately at any time by written notice to the Partner if the Organiser determines in its discretion that the provision of the Package to the Partner is not in the best interests of the Event. In the event that the Organiser terminates this Agreement pursuant to this clause 12.6 any proportion of the Fees already paid will be refunded and the Partner will be released from paying any further proportion of the Fees. The Partner acknowledges that the refund of Fees paid is its sole remedy in the event of termination by the Organiser under this clause 12.6 and all other liability of the Organiser is hereby expressly excluded.
- 12.7 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, the Organiser may cover over any Partner sponsorship or advertising Materials, close any exhibition stand, terminate the provision of any utilities to any exhibition stand, prohibit access of the Partner or its Representatives to the Event and/or the Space, and, if necessary, remove and despatch the exhibits and any property of the Partner to the Partner's

address and at the Partner's risk and expense and the Organiser shall be free to re-licence the Space and/or resell the sponsorship elements of the Package as it shall think fit.

12.8 Clauses 7.6 and 9 to 15 (inclusive) shall survive termination of this Agreement.

13. Liability and Indemnity

- 13.1 The Organiser does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Partner may achieve as a result of attending or sponsoring the Event. Except as set out in this Agreement, to the fullest extent permitted by law, the Organiser excludes all conditions, terms, representations and warranties including any warranties of merchantability and fitness for a particular purpose, relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 13.2 The Organiser shall not be liable to the Partner for any theft, loss or damage suffered or incurred by the Partner in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and or exhibition materials to the Venue, work undertaken by third party contractors (whether or not the Organiser sub-contractors) and services provided by the Venue Owners. The Partner acknowledges that services provided by the Organiser official or recommended contractors to the Partner are the subject of a separate agreement between the Partner and the contractor. Although the Organiser shall use reasonable care in selecting official or recommended contractors, the Organiser shall not be liable for any loss or damage suffered or incurred by the Partner in connection with the provision of services to the Partner by such contractors.
- 13.3 Valuable and easily movable goods should be removed from the exhibition stand or meeting room outside of the hours of opening (particularly overnight) and stored at the Partner's own risk



13.4 From time to time, the Organiser, the Venue Owner and each of their Representatives may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, the Organiser, the Venue Owner and each of their Representatives shall not be liable for any damage, loss or inconvenience, howsoever arising, and suffered by the Partner and/or its Representatives by reason of any act or omission relating to the Works.

13.5 Subject to clause 13.8: (i) the Organiser shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Partner including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) the Organiser shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Partner or its Representatives; and (iii) ORGANISER'S MAXIMUM AGGREGATE LIABILITY TO THE PARTNER UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE EVENT AND/OR THE PACKAGE SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEES.

13.6 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Partner, its Representatives or its invitees.

13.7 The Partner shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against all losses, claims, damages and expenses (including reasonable legal fees) incurred by the Organiser as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Partner at the Event; or (ii) Organiser's receipt or use of the Material constitutes an infringement of the Intellectual Property Rights of any third party.

13.8 Nothing in this Agreement shall exclude or limit liability, which cannot be excluded by applicable laws.

14. Confidential information

14.1 For the avoidance of doubt, the fact of the Partner's participation in the Event shall not be deemed to be Confidential Information.

14.2 The Receiving Party shall not (except in the proper performance of its obligations under this Agreement) during the continuance of this Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party.

14.3 This restriction does not apply to: (i) any information in the public domain other than in breach of this Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one Party independently of the other.

15. Privacy and Data Protection

15.1 The following definitions apply in this clause 15:

Data Controller, Data Processor, Data Subject, Personal Data, Processing, and Appropriate Technical and Organisational Measures ("TOMs"): means as set out in the applicable data protection legislation, including but not limited to the General Data Protection Regulation ("GDPR") in the European Union (EU); the Brazilian Data Protection Law n. 13.709/2018 ("LGPD") in Brazil; the Personal Information Protection and Electronic Documents Act ("PIPEDA") in Canada; and the Personal Data Privacy Protection Law ("PDPPL") in Qatar.

Data Discloser: means a Party that discloses Shared Personal Data to the other Party.

Data Protection Legislation: means all applicable Data Protection and Privacy Legislation including but not limited to the GDPR in the EU; the LGPD in Brazil; the PIPEDA in Canada: and the PDPPL in Qatar.

Permitted Recipients: means the Parties to this Agreement, the employees of each Party, any third Parties engaged to perform obligations in connection with this Agreement.

Shared Personal Data: means the Personal Data to be

shared between the Parties under this Agreement.

Restricted Transfers: means transfers to countries that do not provide an adequate level of protection to Personal Data in view of applicable legislation and relevant Data Protection Authorities.

15.2 The Parties recognise that they are independent Data Controllers and undertake to comply with all applicable Data Protection Legislation. Additionally, the Partner undertakes to comply with the Organiser's <u>Terms and Conditions</u> and Privacy Policy.

15.3 The Parties agree that when they perform Restricted Transfers, they shall be subject to appropriate measures, in view of applicable Data Protection Legislation, to safeguard the Personal Data. Namely:

15.3.1 In relation to Personal Data that is protected by the GDPR, the Standard Contractual Clauses ("**SCCs**") will apply completed as follows:

- a) Module One will apply;
- b) In Clause 7, the optional docking clause may <u>not</u> apply;
- c) In Clause 11, the optional clause will <u>not</u> apply;
- d) In Clause 17, Option 1 will apply, and the SCCs will be governed by Irish law;
- e) In Clause 18(b), disputes shall be resolved before the courts of Ireland; and
- f) Annexes I and II of the SCCs, which are hereby incorporated (below), shall be completed by the Parties and will form a legally binding contract between the Parties.

15.3.2 Where the Parties are lawfully permitted to rely on the 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 SCCs, completed as set out in this MSA shall also apply to transfers of such Personal Data, subject to item "b" below;



- b) The UK Addendum shall be deemed executed between the Parties, and the SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data;
- c) Annexes I and II of the SCCs, which are hereby incorporated (below), <u>shall be completed by the</u> <u>Parties</u> and will form a legally binding contract between the Parties.
- 15.3.3 Where the International Data Transfer Agreement ("IDTA") must be applicable by law, it shall be deemed applicable and executed between the Parties.
- 15.3.4 If sub-clauses 15.3.2 and 15.3.3 above do not apply, then the Parties shall cooperate to implement appropriate safeguards for transfers of such Personal Data as required or permitted by the UK GDPR without undue delay.
- 15.3.5 In relation to Personal Data that is protected by the LGPD:
 - a. the Parties shall comply with the regulatory requirements established by article 33, LGPD;
 - Restricted Transfers must comply with Art. 33, II,

 (a), LGPD. If permitted by law and by the National Data Protection Authority ("ANPD"), the SCCs, as specified, shall be used as a contractual template and shall be deemed amended as specified by the ANPD and applicable local legislation in respect of the transfer of such Personal Data;
 - (iii) If the ANPD recognises the equivalence and validity of the SCCs, Restricted Transfers shall comply with Art. 33, II, (b), LGPD, and the SCCs shall be deemed executed between the Parties as specified herein. The SCCs shall be deemed amended as specified by the ANPD and applicable local legislation in respect of the transfer of such Personal Data.

15.3.6 In relation to Personal Data that is protected by the PIPEDA, the Parties shall comply with the regulatory requirements established by the referred law and shall celebrate a contract determining roles and responsibilities,

as well as TOMs to safeguard the Personal Data, before any data is shared.

15.3.7 In relation to Personal Data that is protected by the PDPPL, the Parties shall comply with the regulatory requirements established by the referred law to safeguard the Personal Data, before any transfer is made.

15.3.8 The Parties shall not participate in any other International and/or Restricted Transfers of Personal Data, unless it is made in full compliance with Applicable Data Protection Legislation.

16. General

16.1 Without prejudice to clause 10 (Changes to the Event and Cancellation), if, by reason of any Force Majeure Event, the Organiser is delayed in or prevented from performing any or all of its obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by the Partner by reason thereof. The corresponding obligations of the Partner will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Organiser. For the avoidance of doubt, nothing in this clause 15.1 shall excuse the Partner from the payment of the Fees under this Agreement.

16.2 The Organiser reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

16.3 The Organiser will be permitted to continue to display the Partner's logo on the Organiser's websites and marketing material, solely in connection with describing the Partner's prior participation in the Event unless otherwise directed by the Partner.

16.4 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgement, objectivity or

loyalty to the business activities and assignments under this Agreement.

16.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties except as expressly provided for in this Agreement. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.6 Any notice given under this Agreement will be in writing and will be sent to the intended recipient by registered letter or received commercial courier at the address(es) set forth on the signature page of this Agreement. Notice to the Organiser shall also be sent to: FAO the Legal Department, Legal@websummit.com. Either party may change its address for notices by delivery of written notice in accordance with this Section.

16.7 If and to the extent that there is any conflict between this Agreement and the Order Form, the terms of the Order Form shall prevail.

16.8 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. By entering this Agreement, each party acknowledges that it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation (or misstatement) based on any statement in this Agreement.

16.9 No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement (or their authorised representative). No modification of this Agreement is binding unless it is in writing and signed by the parties to this Agreement.

16.10 This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Each party agrees that electronic signature is an agreeable form of execution and that this method of signature is as conclusive of each party's



intention to be bound by this Agreement as if signed by manuscript signature.

16.11 No rights under this Agreement may be assigned by the Partner without the prior written consent of the Organiser. The Partner may not subcontract or delegate in any manner any of its obligations under this Agreement to any third party or agent without the prior written consent of the Organiser.

16.12 A person who is not a party to this Agreement shall have no rights under or in connection with it.

16.13 No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of the same.

16.14 If any provision of this Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

16.15 This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it, its formation, performance, termination or subject matter shall be governed by, construed and determined in accordance with the law of the Republic of Ireland. Notwithstanding, the parties also agree that the Organiser may take proceedings against the Partner in respect of the collection of the Fees in any other court of competent jurisdiction, The taking of such proceedings in any one or more jurisdictions does not preclude the taking of proceedings by the Organiser in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

16.16 This Agreement is drafted in English. If such document is translated into any other language, the English version shall prevail unless prohibited under the applicable law.

The parties have executed this Agreement as of the Effective Date

For and on behalf of

CONNECTED INTELLIGENCE LIMITED

Authorised signatory:		
Conor Buggle		
Name in Print: Conor Buggle		
Position: Head of Partner Success		
For and on behalf of		
AGÊNCIA DE ATRAÇÃO DE INVESTIMENTOS ESTRATÉGICOS DO PIAUÍ S/A - INVESTE PIAUÍ		
Authorised signatory:		
Victor Hugo Saraina de Almeida		
Name in Print: Victor Hugo Saraiva de Almeida		
Position: Ceo Investe Piauí		



EXHIBIT A

ORDER FORM

This Order Form is entered into between the Organiser and the Partner described below, in accordance with the Master Sponsorship Agreement between **CONNECTED INTELLIGENCE LIMITED** and **[PARTNER NAME]**. with an effective date of ______ ("Master Sponsorship Agreement"). Except as provided in this Order Form, all of the terms of the Master Sponsorship Agreement are incorporated into this Order Form and a reference to "this Agreement" in the Master Sponsorship Agreement is deemed a reference to this Order Form. All capitalised terms not defined in this Order Form have the respective meanings set forth in the Master Sponsorship Agreement. To the extent that the terms of this Order Form conflict with any of the terms of the Master Sponsorship Agreement, this Order Form supersedes the Master Sponsorship Agreement only if this Order Form explicitly states that it intends to modify the conflicting terms.

	Organiser	Partner
Name	[ORGANISER COMPANY]	[PARTNER NAME]
Company Number	[ADDRESS]	[.]
	[ADDRESS]	[Registered Address]
Registered		
Address	("Organiser")	("Partner")
	(each a " Party " and together, the " Parties "
	Services provided by the Organiser:	
Package	ger rices provided by the organiser:	
	as further specified in Schedule 1	
Quote Valid	[DATE]	
Through:		
Event(s)	[EVENT NAME]	
LVCII(3)		
Event(s) Details	[EVENT DETAILS]	
Eveni(s) Details	[EVENT DETAILS]	
_	CURRENCY[.]([.]) - 2024	
Fees	as further detailed in Schedule 1	
Order Form		
Effective Date:		
Organicar	Kristina Naligan and for Canar Dugala and for	
Organiser Kristina Neligan and/or Conor Buggle and/or Manager		

This Agreement serves as a commitment between Partner and the Organiser to reserve the Package for the Event. Partner agrees that upon acceptance and signature of this Agreement, with or without appropriate payment, this Agreement holds the Package for Partner and will become legally enforceable against the Partner in accordance with its terms.



For and on behalf of [ORGANISER COMPANY]. ("Organiser")	For and on behalf of [PARTNER NAME] ("Partner")
Authorised signatory:	Authorised signatory:
,	
Name in Print:	Name in Print:
Name in Philit.	
	Title:
Title:	

SCHEDULE ONE PACKAGE SUMMARY

ITEM NAME	Detailed Description	Sale Price
Exhibition Space		
Marketing & Benefits		
Tickets		
Total		\$



ORDER FORM

	Organiser		Partner
Name:	CONNECTED INTELLIGENCE LTD		AGÊNCIA DE ATRAÇÃO DE INVESTIMENTOS ESTRATÉGICOS DO PIAUÍ S/A - INVESTE PIAUÍ
Company Number:	539413		44.660.105/0001-42
Tax Number	IE 3240796QH		
Address	Tramway House, 32 6, D06 XT86	Dartry Road, Dublin	Avenida João XXIII, 2715; Bairro São Cristóvão; CEP 64051-005; Teresina, Piauí - Brasil.
	("Organiser")		("Partner")
	each a " Party " and to	ogether, the " Parties "	
Event(s)	Web Summit 2025		
Package	Package provided by the Organiser for the Event:		
	ITEM NAME Detailed Description		
	12m x 12m Space Web Summit	The Organiser grants the Partner a (12m x 12m) (40ft x 40ft) Exhibition Area. The Partner will be afforded 1 x ethernet cable to use at the Event. This cable must not be connected to a modem. The Location of the Exhibition Area will be at the sole discretion of the Organiser. The stand design must be submitted 8 weeks pre event and all activations are subject Exhibition guidelines and sign off from the Organiser.	



	Diamond 2 Web Summit The Partner's logo, company description & a link to the Partner's website will be included on the Event website and in the Event apps until one month after the conclusion of the Event. The Partner's logo will appear on the Registration Banner at the Event. The Partner will be afforded the opportunity to participate in 'Attendee Perks' subject to Attendee Perks guidelines. The Partner will be afforded the opportunity to participate on the Event 'Jobs' Board' subject to Jobs' Board guidelines. The Partner will be afforded a 20% discount code off additional tickets. Discount applies to general attendee tickets only and the price of the ticket at the time of purchase.	
	The Partner will be afforded 150 Partner tickets to the Event. Tickets subject to Ticket Terms and Conditions. Reselling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not gain access to the Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect. The Partner will be afforded 2 Executive Tickets. The Partner will be afforded 2 Chairperson Tickets.	
Quote Valid	April 14th, 2025	
Through: Payment	10% Paid by April 16th, 2025	
Terms	90% Paid by June 17th, 2025	



Partner Contact	Name: Victor Hugo Saraiva de Almeida Email: presidencia@investepiaui.com
Event(s) Details	November 10, 2025 - November 13, 2025 Feira Internacional de Lisboa, Lisbon, Portugal, websummit.com
Fees	EUR€ 250,000.00 (excluding VAT)
Organiser Manager	Kristina Neligan and/or Conor Buggle and/or Allison Reilly
Order Form Effective Date:	14-Apr-2025

This Agreement serves as a commitment between Partner and the Organiser to reserve the Package for the Event. Partner agrees that upon acceptance and signature of this Agreement, with or without appropriate payment, this Agreement holds the Package for Partner and will become legally enforceable against the Partner in accordance with its terms.

For and on behalf of CONNECTED INTELLIGENCE LTD ("Organiser")	For and on behalf of AGÊNCIA DE ATRAÇÃO DE INVESTIMENTOS ESTRATÉGICOS DO PIAUÍ S/A - INVESTE PIAUÍ (" Partner ")
Authorised signatory:	Authorised signatory:
·····Cowor Buggle	Victor trugo Saraina de Almeida
Name in Print: Conor Buggle	Name in Print:
Title	Victor Hugo Saraiva de Almeida
Title: Head of Partner Success	Title:
	Ceo Investe Piauí

