



ID Number: 50689

Revision Number: 1

Issued on: 29/10/19

Contract

Between

The Convention Centre Dublin

and

Open Web Application Security Project (OWASP)

1. Definitions	3
2. Licence	5
3. Services and Utilities	5
4. Customer's Representative	5
5. Scope of Licence	5
6. The Event	6
7. Scope of Services, Catering Services and Additional Services	6
9. Catering Services	7
10. Signs and Notices	8
11. Property	9
12. Health and Safety	9
13. Rules and Laws	10
14. Copyright Works and Trade Marks	10
15. Suspension and Control	11
16. Insurance	11
17. End of Event	12
18. Loss or Damage to The Convention Centre Dublin	13
19. Consents, Approvals, Inspections etc	14
20. Acknowledgements	14
21. Payment	15
22. Cancellation	16
23. Termination	17
24. Liability	18
25. Debts to The CCD	18
26. Confidentiality	19
27. Sub-contractors	19
28. Force Majeure	19
29. Change in Events	20
30. Dispute Resolution	20
31. Miscellaneous	21
Schedule One – The Rules	22
Schedule Two – Scope of Services	26
Schedule Three – The Venue	28
Schedule Four – Common Areas	29
Schedule Five – Delegates Form	31
Schedule Six - Commercial Terms	32

THIS AGREEMENT IS MADE ON 29/10/19.

BETWEEN:

1. **Spencer Dock Convention Centre Dublin DAC**, a company registered in Ireland with registered number 376279 and trading as "The Convention Centre Dublin" (from now on called "**The CCD**" which expression includes its successors and assigns);

AND

2. **OWASP** an organisation or person with its principal residence or place of business, as the case may be, at **OWASP, 1200 C Agora Drive, Ste. 232, Bel Air, MD 21014-6849**, (from now on called the "**Customer**" which expression includes its successors, heirs and permitted assigns).
(collectively called the "**Parties**" and individually called a "**Party**").

NOW EACH PARTY HEREBY AGREES AS FOLLOWS:

1. Definitions

- 1.1 In this Agreement, the following capitalised terms mean the following:

"**Additional Services**" mean any services such as, without limitation, cleaning, waste removal, additional stewards, facilities, signage, technical equipment, additional technicians, floral, graphics and/or any Utilities other than these set out in Schedule 2 (and excluding the Catering Services).

"**Additional Services Fee**" means the fees payable for Additional Services referred to in clauses 8.1.1 and 8.1.2.

"**Agreement**" means the terms and conditions set forth in this Agreement, the Schedules of this Agreement and, subject to clause 9, any Catering Order Confirmation.

"**Business Days**" means any days of the week except Saturdays, Sundays and bank and public holidays in Ireland.

"**Catering Manager**" means the person appointed by The CCD as the catering manager for the Event.

"**Catering Order Confirmation**" means the latest version of the Catering Order Confirmation more particularly described in clause 9 which, subject to and in accordance with clause 9, forms part of this Agreement.

"**Catering Services**" means the catering services, facilities and refreshments, if any, being provided by The CCD to the Customer in connection with the Event as confirmed in the Catering Order Confirmation and/or agreed in accordance with clause 9.7.2.

"**Catering Services Fee**" has the meaning given to it in Schedule 6.

"**Catering Start Time**" has the meaning given to it in clause 9.2.

"**Common Areas**" mean the toilets, cloakrooms and other facilities within The Convention Centre Dublin which The CCD makes available to the Customer in connection with the Event (including designated rights of access and egress) as more particularly delineated in red on the map enclosed in Schedule 4 and excluding all other common areas and facilities.

"**Customer's Representative**" has the meaning given to it in clause 4.1 and includes any substitute from time to time.

"**Delegates**" mean the persons who pay, or are permitted free of charge by, the Customer to attend the Event or enter the Venue including any guests.

"**Damage Deposit**" has the meaning given to it in Schedule 6.

“Event” means the event more particularly described in Schedule 6 which will be held by the Customer at the Venue under the name set out in Schedule 6, or such other name as the Customer may decide with The CCD’s prior agreement (and, as the context admits or requires, any events, stands and/or exhibits forming part of the Event).

“Exhibitors” mean the persons who are permitted by the Customer to exhibit at the Event.

“Fees” means the Service Fee, Rental Fee, Catering Services Fee and Additional Services Fee and, as the context admits or requires, any one or more of them.

“Final Catering Details” has the meaning given to it in clause 9.2.

“Final Catering Numbers” has the meaning given to it in clause 9.3.

“Laws” mean all applicable laws, legislation, statutory instruments, regulations, orders, by-laws, statutes, directives, statutory codes, common law including, in particular, health and safety laws, data protection laws, employment laws, planning laws, occupier’s legislation, licensing laws and environmental laws.

“Licence” means the licence granted by The CCD to the Customer pursuant to clause 2 of this Agreement subject to, and in accordance with, the terms and conditions of this Agreement and the Rules and, in particular, clause 5.

“Licence Period” means, as the context admits or requires, the period of time beginning on the date and at the time and ending on the date and at the time set out in Schedule 6 and which includes time allocated by The CCD for the Customer to set up and vacate The Convention Centre Dublin before and after the Event or, where varying periods exist in respect of particular Rooms, the periods of time stated alongside those particular Rooms in Schedule Three.

“Losses” include any and all costs, claims, demands, damages, losses, liabilities, expenses, awards and/or fines whatever including all reasonable legal and other costs and expenses (together with value added and other similar taxes on them, if applicable).

“Minimum Catering Services Fee” has the meaning given to it in Schedule 6.

“Payment Plan” means the payment plan in accordance with which the Customer will, subject to and in accordance with clause 21, pay into The CCD’s designated bank account the Fees and other sums due, and which is set out in Schedule 6.

“Projected Catering Services Fee” has the meaning given to it in clause 9.5.

“Projected Catering Numbers” mean the projected number of Delegates whom, at the time of execution of this Agreement, it is anticipated will require Catering Services and which is set out in Schedule 6.

“Rental Fee” has the meaning given to it in Schedule 6.

“Room” means any room listed and identified in the table in Part 1 of Schedule Three (and includes, as the context admits or requires, any part of any such room).

“Rules” mean the rules set out in Schedule One, The CCD’s standard rules and regulations which are accessible by request or via The CCD Website and any other instructions, guidelines, directions, rules, regulations, policies, procedures and/or codes communicated or notified by The CCD to the Customer from time to time.

“Services Fee” has the meaning given to it in Schedule 6.

“Services” mean the services and Utilities more particularly described in Schedule Two.

"Sub-contractors" means any contractors, sub-contractors, agents, and/or representatives of the Customer.

"The Convention Centre Dublin" means the buildings, plant and surrounding area known as The Convention Centre Dublin, including the Venue and Common Areas, and which is located at Spencer Dock, Dublin, Ireland (and includes any part or parts of it).

"Utilities" mean utilities including power, electricity, gas, water, air conditioning, lighting and compressed air.

"Venue" means those Rooms within The Convention Centre Dublin which are listed and identified in the table in Part 1 of Schedule Three (and includes, as the context admits or requires, any or all of them or any stands, exhibits or structures forming part of the Venue).

2. Licence

2.1 The CCD hereby grants the Customer a licence to use and occupy, and the Customer will only use and occupy, the Venue and the Common Areas during only the Licence Period for only the Event subject to, and in accordance with, the terms and conditions of this Agreement.

2.2 The Customer acknowledges that any breach by it of any terms whatever of this Agreement may cause loss, damage or harm to The CCD not only directly but by liability to others (under contract and otherwise), and the Customer acknowledges and agrees that it will be liable for such loss, damage or harm.

3. Services and Utilities

3.1 The Customer hereby appoints The CCD as the exclusive provider of Services, Additional Services, Catering Services and Utilities to the Customer in connection with the Event subject to, and in accordance with, the terms and conditions of this Agreement. The CCD may exercise this right itself or engage or grant permission to third parties to provide them.

3.2 The Customer will not self-supply or engage or permit any other person other than The CCD (or its nominee) to supply at, within or in the vicinity of The Convention Centre Dublin and/or the Venue any Services, Additional Services, Catering Services, Utilities and/or any matters similar or identical to any of them except where, and to the extent, otherwise agreed by The CCD in writing.

4. Customer's Representative

4.1 The Customer agrees to nominate a person who has authority to act on its behalf and who is the nominated signatory of the Customer ("**Customer's Representative**") for the purposes of this Agreement in accordance with Schedule 1 and, in particular, for the purposes of clauses 7.1.2, 9.6 and/or 9.7.

4.2 The CCD accepts no responsibility whatever for communications that come from persons other than the Customer Representative and is not bound to act on such persons' instructions (although it may do so where The CCD consider this appropriate).

5. Scope of Licence

5.1 The Customer's personnel, Sub-contractors' personnel, Exhibitors and Delegates may, subject to and in accordance with this Agreement, the Rules and the Laws, on foot access to and exit from the Venue, Common Areas and The Convention Centre Dublin for the Event. The Customer may not grant access to The Convention Centre Dublin, Venue and/or Common Areas to any other persons without The CCD's prior written consent.

5.2 All rights granted to the Customer by The CCD under this Agreement are granted for the Licence Period only and only for purposes connected with the Event.

5.3 Despite any other provision of this Agreement, The CCD (and its personnel, representatives, agents, nominees and sub-contractors) may access any and all parts of The Convention Centre Dublin and/or

the Venue at all times for any reason whatever without payment subject, when accessing the Venue, to possession of an appropriate accreditation issued by The CCD and provided The CCD causes as little disruption as reasonably possible to the Customer.

- 5.4 The Licence is a licence only and does not, and will not be deemed to, give any landlord and tenant rights to the Customer or any right to exclusive possession of the Venue. The keys (and any electronic cards or similar) to The Convention Centre Dublin and the Venue will at all times be retained by The CCD. The Customer has no right to occupy the Venue for any period other than the Licence Period.

6. The Event

- 6.1 The Customer warrants and represents that it has clearly and accurately identified to The CCD the purpose, nature and size of the Event and the prospective Delegates and Exhibitors and that it has not misled, and will not mislead, in any way The CCD in connection with any aspect of the Event whatever. The Customer may only change the purpose, nature and size of the Event by agreement in writing with The CCD.
- 6.2 The Customer acknowledges and agrees that the size, nature and scope of the Venue and Common Areas is based upon the information provided to it by the Customer in relation to the purpose, nature and size of the Event.
- 6.3 The Customer will undertake the Event in a good, proper and organised manner with all skill, care and diligence, will keep the Venue and Common Areas clean, tidy and clear of rubbish, will only use goods, equipment and materials which are fit for purpose and will keep and maintain the Venue and Common Areas and their fixtures and fittings, as well as any equipment and facilities to which it is given access or use of, in the same condition and state of repair as in which they were provided (fair wear and tear excepted).
- 6.4 The Customer will supply such number of skilled, competent and trained personnel and Sub-contractors as may reasonably be required for the Customer to organise, run and implement the Event in a manner compliant with this Agreement, the Rules and the Laws.
- 6.5 The Customer will, and will procure that all Sub-contractors, Exhibitors and Delegates will, act in good faith and fully co-operate with and assist The CCD in relation to the Event and the Customer's, and The CCD's, rights and obligations under this Agreement.
- 6.6 The Customer is solely responsible for ensuring that no person gains access to the Venue and/or Common Areas unless they are a Delegate, Exhibitor or Sub-contractor and, in such case, only to the extent to which they are entitled to such access. The CCD is not responsible for the provision of security for the Event or the conduct of any persons whom gain access to the Venue, Common Areas or other parts of The Convention Centre Dublin.
- 6.7 The Customer acknowledges and agrees that it is responsible for all access to, and usage of, the Internet and The CCD's IT systems by the Customer, Sub-contractors, Delegates and Exhibitors and its, and their, compliance with The CCD's acceptable usage policy where they access such through any account or connection allocated to the Customer.
- 6.8 The Customer will, despite any other term of this Agreement, fully and effectively indemnify, hold harmless and keep so indemnified The CCD from and against any Losses including, without limitation, diminution in reputation, goodwill or standing suffered or incurred by The CCD arising out of and/or in connection with any failure by the Customer to clearly and accurately identify to The CCD the purpose, nature and size of the Event and the prospective Exhibitors and Delegates in accordance with clauses 6.1. This clause survives the expiration or termination (for whatever reason) of this Agreement.

7. Scope of Services, Catering Services and Additional Services

- 7.1 The CCD is required, in connection with the Event, to provide:

7.1.1 Services only to the extent, if at all, set out in Schedule Two;

7.1.2 Additional Services only where, and to the extent that, The CCD has offered such Additional Services in writing and the Customer, by return, has confirmed in writing or by e-mail or fax, as the case may be, its order for such Additional Services in the manner required by The CCD; and

7.1.3 any Catering Services only to the extent, if at all, set out in the Catering Order Confirmation.

The CCD, acting reasonably, will finally determine whether a service or matter required by the Customer falls within the scope set out in Schedule Two, the Catering Order Confirmation and/or any order confirmed in accordance with clause 7.1.2, as the case may be.

8. Additional and Third Party Services

8.1 The Customer, despite any other term of this Agreement, is required to pay The CCD for all Additional Services (other than those Utilities normally available at The Convention Centre Dublin without additional charge) provided or made available by The CCD (or its nominee) at the Event:

8.1.1 at the request of the Customer's Representative and/or the Customer (or any person purporting to represent the Customer who has ostensible authority to do so);

8.1.2 which, although The CCD has no duty (but equally has the right) to provide, The CCD provides for the safe, proper and/or organised running of the Event provided that The CCD will endeavour to give the Customer prior notice of the latter unless this is not practicable or in the case of emergency or urgency; and/or

8.1.3 at the request of any third party where such third party does not pay for them by the due date for payment, despite the fact that such Additional Services are not provided for or to the Customer.

8.2 The fees payable in accordance with clause 8.1 will be based upon (i) the standard amounts which The CCD charges for the provision of such Additional Services and Utilities; and (ii) any outgoings incurred by The CCD in the manner contemplated by clause 8.1. The CCD will endeavour to give prior notice of such fees where practicable upon request.

8.3 The Customer acknowledges and agrees that, subject to the Customer's obligation to pay for them where they are not otherwise paid for; any third party Additional Services referred to in clause 8.1.3 fall outside the scope of this Agreement and are not subject to its terms.

9. Catering Services

9.1 The CCD will, at least one (1) month before the start of Licence Period, provide the Customer with an estimate of the anticipated Catering Services Fee based upon the information available to The CCD at that stage in relation to the anticipated Catering Services.

9.2 The CCD and the Customer will work together to agree, in good time prior to the start of the Licence Period, upon the following information which, together with the Final Catering Numbers, collectively comprise the "Final Catering Details" for the Event:

9.2.1 the menu choice and beverage requirements (including any special dietary requirements);

9.2.2 the times at which the Catering Services are to commence ("Catering Start Time") it being agreed that if the Customer unreasonably delays the Catering Services beyond the Catering Start Time recorded in the Catering Order Confirmation The CCD may, at its absolute discretion, require the Customer to pay to The CCD as a debt in accordance with clause 21 all consequential costs and expenditure suffered or incurred by The CCD (including, without limitation, in respect of wasted food and/or staff overtime); and

9.2.3 details of any support catering to be provided by The CCD.

- 9.3 The Customer is required to provide to the Catering Manager in writing, at least ten (10) Business Days prior to the start of the Licence Period, the final number of persons for whom Catering Services are required ("**Final Catering Numbers**"). If the number of Delegates who actually attend the Event are less than 85% of the Final Catering Numbers The CCD may, at its absolute discretion, require the Customer to pay to The CCD as a debt in accordance with clause 21 all unrecovered consequential costs and expenditure suffered or incurred by The CCD (including, without limitation, in respect of staff wages and beverage stocks).
- 9.4 The Customer has exclusive responsibility for ensuring that the Final Catering Details are accurate and complete and suitable for the Event.
- 9.5 Prior to the Event and once the Final Catering Details have been agreed:
- 9.5.1 the Final Catering Details; and
 - 9.5.2 The CCD's standard rates at the time the Catering Services are to be provided; and
 - 9.5.3 the Projected Catering Services Fee based upon such rates and the Final Catering Numbers,
- will be set out in a Catering Order Confirmation by The CCD and provided to the Customer for signature. The Customer acknowledges and agrees that the actual Catering Services Fee may be higher than the Projected Catering Services Fee.
- 9.6 The Catering Order Confirmation:
- 9.6.1 once signed by both or on behalf of each Party; or
 - 9.6.2 if the Customer is provided with the Catering Order Confirmation, but does not return a signed copy of the report (or object in writing to the terms of the Catering Order Confirmation) at least five (5) Business Days before the start of the Licence Period, will (unless The CCD notifies the Customer otherwise) be deemed to have been accepted by the Customer and,
- will form part of this Agreement.
- 9.7 If the Customer wants different or increased Catering Services beyond those set out in the Catering Order Confirmation:
- 9.7.1 the Customer must request such changes in writing and The CCD will then provide the Customer with an updated version of the Catering Order Confirmation for signature and clause 9.6 will apply. The updated Catering Order Confirmation, subject to clause 9.6, will replace the previous version of the Catering Order Confirmation; or, as the case may be,
 - 9.7.2 if the change is requested during the Event, the Customer must confirm any such order in writing as may be required by The CCD and which order will then be binding on the Customer.
- 9.8 The Customer will promptly pay, at cost and as a debt, to The CCD in accordance with clause 21 the full cost of replacing all stolen stock (including, without limitation, cutlery, crockery, glassware, linen, beverages, condiments and food) and all unreasonable breakages (except any breakages caused by The CCD).
- 9.9 The Customer will not bring (or permit or suffer to be brought) into The Convention Centre Dublin any food and/or beverages which have not been authorised by The CCD in writing.
- 10. Signs and Notices**
- 10.1 Any signs and notices provided by the Customer in relation to the Event will be in keeping with the overall appearance of the building and will not be affixed to any walls.
- 10.2 The Customer acknowledges and agrees that signs, advertisements and notices relating to other events may be present at or in The Convention Centre Dublin during the Licence Period. The CCD will

endeavour to place such signs, advertisements and notice in a manner which limits inconvenience to the Customer and will permit the Customer Representative to make representations to The CCD in this regard.

11. Property

11.1 All persons, including the Customer, Delegates, Exhibitors, Sub-contractors and their personnel, who bring property, equipment and/or goods into or onto The Convention Centre Dublin and/or the Venue do so at their sole risk and expense and The CCD does not accept them into its charge or responsibility.

11.2 The CCD is not responsible or liable for:

11.2.1 any theft, loss, deterioration or other damage in respect of any goods, property or equipment brought into or onto The Convention Centre Dublin and/or the Venue; and/or

11.2.2 the safekeeping of any property in or on The Convention Centre Dublin and/or the Venue whether or not the property is deposited with The CCD,

except if, and only to the extent, caused by the wilful breach of this Agreement by The CCD.

11.3 The Customer will take sufficient action to adequately bring the terms of clauses 11.1 and 11.2 to the notice of all Sub-contractors, Exhibitors and/or Delegates.

11.4 The Customer acknowledges and agrees that the Customer is liable to The CCD, despite any other term of this Agreement, for all Losses whatever suffered and/or incurred by The CCD or any other party arising out of or in connection with any claims made by any person against The CCD which relate to or are connected with any matters described or referred to in clauses 11.1 and/or 11.2 as a debt. This clause survives the expiration or termination (for whatever reason) of this Agreement.

12. Health and Safety

12.1 The Customer is solely and entirely responsible for ensuring, and will ensure, that at all times during the Licence Period and at its sole cost and expense, that:

12.1.1 the Event is run, organised and supervised by the Customer in a manner compliant with all Laws and Rules and, in particular, all health and safety legislation and which does not present any potential hazards or dangers to any persons; and

12.1.2 all equipment, exhibits, stands, displays, hoardings, billboards, advertisements, performances, temporary structures and other similar matters or things inside the Venue and Common Areas (or elsewhere) which are erected or placed by or on behalf of the Customer, Sub-contractors, Exhibitors and/or any Delegates are compliant with all Laws and Rules and, in particular, all health and safety legislation and do not present any potential hazards or dangers to any persons.

The Customer, in particular, will fully comply with its obligations under the Safety, Health and Welfare at Work Act 2005 and all statutory instruments and regulations made under it and its obligations as an occupier and otherwise under the Occupier's Liability Act 1995.

12.2 The CCD, subject to compliance by the Customer with its obligations under clause 12.1, will ensure that at all times during the Licence Period and at its own cost and expense that the fabric and structure of the Venue and Common Areas are compliant with health and safety legislation and do not present any potential hazards or dangers to any persons. The CCD in this regard will fully comply with its obligations under the Safety, Health and Welfare at Work Act 2005 and all statutory instruments and regulations made under it and its obligations as an occupier and otherwise under the Occupier's Liability Act 1995.

12.3 The Customer will, at the Customer's sole cost and expense, immediately take such steps to comply with any reasonable directions, instructions, guidelines and/or stipulations communicated by The CCD to the Customer in relation to the Event for purposes related to health and safety, protecting the fabric and structure of The Convention Centre Dublin and/or procuring compliance by the Customer with

clause 12.1. This does not in any way diminish the Customer's obligations under clause 12.1 or, except as provided by clause 12.2, pass any responsibility or liability to The CCD in respect of health and safety at the Event.

12.4 The CCD may close down or suspend or control the Event (in whole or in part) if the Customer does not immediately and fully comply with clause 12.3.

12.5 The Customer will promptly pay as a debt to The CCD all costs and expenses incurred by The CCD in complying with any health and safety legislation, or any directions of any fire, health and safety or other regulatory authority, and/or in minimising any perceived health and safety risks or hazards which are in consequence of any particular features of the Event such as, by way of non-exhaustive example, the use of lasers or the existence of unusual fire hazards provided, except in the case of an emergency or extreme urgency:

12.5.1 The CCD advised the Customer Representative that it anticipated incurring costs and expenses in this regard insofar as such features of the Event were brought to the attention of The CCD by the Customer; and

12.5.2 The CCD gave the Customer a reasonable opportunity (in light of the particular circumstances) to mitigate any such costs and expenses before they were incurred.

12.6 The Customer will, despite any other term of this Agreement, fully and effectively indemnify, hold harmless and keep so indemnified The CCD from and against any Losses whatever suffered and/or incurred by The CCD arising out of or in connection with any injury to, illness of or death of any person caused or contributed to by the Customer, Exhibitors, Delegates, Sub-contractors and/or their personnel or arising out of matters for which they are responsible.

13. Rules and Laws

13.1 The Customer will ensure that its personnel and all Sub-contractors and their personnel are fully familiar with, and fully comply with, the Rules and any relevant aspect of any Laws which are relevant to their role and/or responsibilities.

13.2 The Customer will ensure that the Event is undertaken at all times in full compliance with, will itself fully comply with, and will procure that all Exhibitors, Delegates and Sub-contractors fully comply with, all the Rules and all Laws.

13.3 The Customer acknowledges and agrees that the Customer is liable to The CCD, despite any other term of this Agreement, as a debt for all Losses whatever suffered and/or incurred by The CCD arising out of or in connection with any breach of, and/or non-compliance with, any Laws whatever by the Customer, its Sub-Contractors, Exhibitors and their personnel and any Delegates. This clause survives the expiration or termination (for whatever reason) of this Agreement.

13.4 The Customer is not relieved of any of its obligations under this Agreement, in whole or in part, even if it is prevented from performing them by any act or regulation made by any Governmental, regulatory or other competent authority or by the failure by the Customer to obtain or comply with any, or the revocation of any, necessary licence, permission, approval or other similar matter.

14. Copyright Works and Trade Marks

14.1 The Customer is solely responsible for, and will ensure, that all sums and royalties payable in connection with the performance, broadcasting, playing and/or reproduction of any copyright works at the Event are paid to the relevant body (including, without prejudice to the generality of the foregoing, the Irish Music Rights Organisation, the Phonographic Performance (Ireland) Limited and/or the Recorded Artists and Performers Limited) within fourteen (14) days of the end of the Licence Period.

14.2 The Customer agrees, despite any other term of this Agreement, to fully and effectively indemnify, hold harmless and keep so indemnified The CCD from and against all Losses whatever suffered or incurred by The CCD arising out of or in connection with or related to any breach of clause 14.1 by the Customer.

This clause survives the expiration or termination (for whatever reason) of this Agreement and/or the Licence Period.

- 14.3 The Customer may, with The CCD's prior written consent (but only to the extent of such consent), use the trade marks of The CCD in connection with the promotion of the Event provided that the Customer does so only in a manner consistent with the reputation, standing and goodwill of The CCD and does not cause any loss or damage to, or diminution in value of, The CCD's trade marks.

15. Suspension and Control

- 15.1 The CCD may, at any time and from time to time, do (or require the Customer to do) any acts, matters or things in respect of the Event, The Convention Centre Dublin, the Venue, the Customer, the Sub-contractors, the Delegates, the Exhibitors and/or any related matters (including, without limitation, suspending, closing down or controlling them in such manner and to such degree as it may consider necessary) which The CCD reasonably considers necessary:

15.1.1 to prevent, control or remedy a material breach of this Agreement (including, without limitation, any breach whatever of clause 6.1 and/or 12.1) by the Customer provided (except in the case of a breach for which time is of the essence) the Customer has been notified of the breach and given a reasonable opportunity to remedy it before The CCD takes any steps; and/or

15.1.2 to prevent or control an actual or potential danger, hazard or risk to public safety or to urgently protect or maintain the fabric or structure of The Convention Centre Dublin, Common Areas and/or Venue,

without becoming liable to the Customer, Sub-contractors, Exhibitors and/or Delegates for any loss which they may in consequence sustain except in so far as, and only to the extent, The CCD caused the situation or event.

- 15.2 Despite any other provision of this Agreement, The CCD may, or may require the Customer to:

15.2.1 remove from The Convention Centre Dublin and/or the Venue (including any exhibits and/or stands) any person (including Exhibitors, Delegates and/or Sub-contractors), equipment, property, advertising, stand, exhibit, advertisement, hoarding, structure or other matter whatever;

15.2.2 procure the cessation of any activity;

15.2.3 confiscate from any person (including Exhibitors, Delegates and/or Sub-contractors) unauthorised food and/or beverages; and/or

15.2.4 deny access to any person whatever (including Exhibitors, Delegates and/or Sub-contractors),

which (or who, as the case may be), in The CCD's reasonable opinion, is undesirable, inappropriate, harmful, offensive, unduly intoxicated, obscene, illegal, unsafe or in breach of the Agreement, Rules or Laws or detrimental to The CCD's commercial interests, reputation or goodwill.

- 15.3 The CCD will endeavour to consult with the Customer before taking any steps under this clause 15 except in the case of urgency, emergency or where it is not practicable in the circumstances.

16. Insurance

- 16.1 The Customer will ensure that it has in effect Public Liability Insurance covering the Event and its obligations under the Agreement up to a minimum of ten million euro (€10,000,000.00) for each and every claim with a reputable firm for the duration of the Licence Period and such period as may reasonably be required after that. The Customer will ensure that it has in effect Employers Liability Insurance covering the Event and its obligations under the Agreement up to a minimum of thirteen million and five hundred thousand euro (€13,500,000.00) for each and every claim with a reputable

firm for the duration of the Licence Period and such period as may reasonably be required after that. The Customer will promptly provide The CCD or its brokers, with a copy of any such insurance, together with confirmation that it is fully paid up.

- 16.2 The CCD will take out and maintain Public Liability Insurance with regard to its obligations under this Agreement up to ten million euro (€10,000,000.00) for each and every claim with a reputable insurance firm for the duration of the Licence Period and such period as may reasonably be required after that. The CCD will take out and maintain Employers Liability Insurance with regard to its obligations under this Agreement up to thirteen million and five hundred thousand euro (€13,500,000.00) for each and every claim with a reputable insurance firm for the duration of the Licence Period and such period as may reasonably be required after that. The CCD will provide the Customer or its brokers, upon request, with confirmation of such cover, together with confirmation that it is fully paid up.
- 16.3 The Customer will:
- 16.3.1 not do anything or omit to do anything which could cause any insurance policy held by The CCD and/or the Customer to become wholly or partly void or voidable or the insurance premium to be increased;
 - 16.3.2 comply with all requirements and recommendations of The CCD's insurers which are notified to the Customer by The CCD and/or its insurers and all requirements and recommendations of the Customer's insurers;
 - 16.3.3 give immediate notice to The CCD of any event that might affect any insurance policy of The CCD and/or the Customer (including any claims made under it) insofar as it is aware of same; and
 - 16.3.4 pay promptly to The CCD as a debt any increased insurance premium payable by The CCD during or after the Licence Period or whilst the Customer is in occupation of the Venue which results from the nature of the Event and/or the negligence, recklessness, acts, errors, omissions of the Customer or any breach of this Agreement by the Customer, Sub-contractors, Exhibitors and/or Delegates during or after the Licence Period
- 16.4 The CCD is not responsible if the Customer does not take out and/or maintain any insurance whatever which the Customer is required to, or ought prudently, take out and/or maintain, for its own benefit or for the benefit of any third party, by Laws or pursuant to any contract, licence or other form of agreement or which the Customer ought, in its own interest, to have taken out and maintained.
- 16.5 The Customer agrees, despite any other term of this Agreement, to fully and effectively indemnify, hold harmless and keep so indemnified The CCD from and against all Losses whatever suffered or incurred by The CCD arising out of or in connection with or related to any breach of clause 16.1 and/or 16.3 by the Customer. This clause survives the expiration or termination (for whatever reason) of this Agreement and/or the Licence Period.
- 16.6 If the Customer does not take out and maintain any insurance which it is required to take out and maintain in accordance with this clause 16, The CCD may (but has not duty to) take out the relevant insurance and recover the full cost from the Customer as a debt.
- 17. End of Event**
- 17.1 The Customer will (except to the extent falling with the Services and/or Additional Services) at the end of the Licence Period:
- 17.1.1 leave and deliver up vacant possession of The Convention Centre Dublin, Common Areas and the Venue (including their fixtures and fittings) and return all equipment in the same condition as it was initially provided to the Customer (fair wear and tear excepted); and
 - 17.1.2 leave the space used for, or in connection with, the Event tidy, free from rubbish and in good and clean order (fair wear and tear excepted) and, in particular, free from all hazardous waste.

- The Customer acknowledges and agrees that this is required in order that The CCD may prepare The Convention Centre Dublin and/or Venue for rental or viewing by other customers or potential customers.
- 17.2 The CCD, upon request by the Customer Representative, will do a single brief walk through the Venue and the Common Areas with the Customer Representative prior to the end of the Licence Period with a view to identifying any evident and visible waste, property, equipment, temporary structures, goods, items, matters or other things which the Customer is required to remove from the Venue and The Convention Centre Dublin. This clause 17.2 is without prejudice to the Customer's obligations under this clause 17 and otherwise.
- 17.3 The CCD, without prejudice to any other of its right or remedies, may remove, destroy, keep, dispose of, sell or do any other thing to any waste, property, equipment, temporary structures, goods, items, matters or things whatever which remain in the Venue and/or The Convention Centre Dublin (regardless of to whom they belong) at the end of the Licence Period without notice to the Customer or any other person.
- 17.4 The Customer will, despite any other term of this Agreement, fully and effectively indemnify, hold harmless and keep so indemnified The CCD from and against any Losses whatever suffered or incurred by The CCD arising out of or in connection with the failure by the Customer to leave and deliver up The Convention Centre Dublin and the Venue in accordance with clause 17.1. This clause survives the expiration or termination (for whatever reason) of this Agreement.
- 17.5 The Customer does not have a right to occupy any Room beyond the end of the Licence Period. The Customer will immediately pay in full to The CCD, for each day (or part of a day) that any Room (or part of any Room) in the Venue:
- 17.5.1 is not left and delivered up in accordance with clause 17.1 at the end of the Licence Period; and/or
- 17.5.2 is used or occupied by the Customer after the end of the Licence Period,
- the *pro rata* daily rate for the Room in question, as determined in accordance with clause 17.6, as payment for the occupation of the relevant Room beyond the end of the Licence Period. This clause 17.5 is without prejudice to any other rights and remedies of The CCD.
- 17.6 The *pro rata* daily rate payable for occupation of each individual Room beyond the end of the Licence Period is determined in accordance with Part 2 of Schedule Three. The Customer acknowledges and agrees that the daily rate payable for the occupation of each Room after the end of the Licence Period is greater than that payable during the Licence Period and that this is fair and reasonable in the circumstances and, in particular, in light of the fact that the occupation of any part of the Venue after the end of the Licence Period was not scheduled or agreed between the Parties at the time of execution of this Agreement.
- 18. Loss or Damage to The Convention Centre Dublin**
- 18.1 The Customer will pay to The CCD in accordance with the Payment Plan the Damage Deposit, if there is one specified in Schedule 6, to cover any loss and/or damage to The Convention Centre Dublin or any equipment and the balance of which Damage Deposit will, subject to this clause 18, be repayable to the Customer by The CCD upon payment all of outstanding sums to The CCD in accordance with this Agreement.
- 18.2 The CCD will, upon request by the Customer Representative, carry out a dilapidations assessment in respect of The Convention Centre Dublin and/or the Venue with the Customer Representative prior to the commencement of, and/or immediately after the end of, the Licence Period. The Customer may take photographs as evidence if it wishes during any dilapidations assessment.
- 18.3 The CCD will, where practicable, endeavour to notify the Customer Representative of any material and apparent loss or damage to The Convention Centre Dublin, the Venue and/or equipment which arise

out of or in connection with or are consequent upon their use by the Customer, Sub-contractors, Exhibitors and/or Delegates during the Licence Period which comes to the attention of The CCD's project manager for the Event.

- 18.4 The CCD will provide the Customer with an invoice and breakdown of the charges for remedying any loss or damage to The Convention Centre Dublin, the Venue and/or equipment which arise out of or in connection with or are consequent upon their use by the Customer, Sub-contractors, Exhibitors and/or Delegates (but excluding any fair wear and tear and damage by The CCD) which will be payable by the Customer.
- 18.5 The CCD may deduct from the Damage Deposit any charges notified by The CCD to the Customer in accordance with clause 18.4 by way of payment by the Customer of such charges.
- 18.6 The Customer will promptly pay to The CCD as a debt any charges notified by The CCD to the Customer in accordance with clause 18.3 promptly after the end of the Licence Period to the extent that such charges have not been recovered by The CCD in accordance with clause 18.5.

19. Consents, Approvals, Inspections etc.

- 19.1 Subject to The CCD's obligations under this Agreement, the supervision, undertaking and/or control by The CCD of, and/or the grant of any approval or consent by The CCD in respect of, any plans, layouts, persons, structures, equipment or any other matters, activities or things whatever in any way connected with the Event:

- 19.1.1 does not pass any liability or responsibility to The CCD (or its sub-contractors) in connection with same;
- 19.1.2 does not imply or suggest compliance with any Laws; and
- 19.1.3 does not in any way diminish the responsibility and liability of the Customer in connection with same.

- 19.2 Any consent or approval granted by The CCD (or its sub-contractors) in accordance with this Agreement and/or the Rules:

- 19.2.1 may be subject to such conditions as The CCD thinks fit including, without limitation, a requirement that the Customer engage The CCD to carry out the work or services; and/or
- 19.2.2 will, if the Customer is permitted to do the work itself, in all cases be granted on condition that the Customer will be solely and entirely responsible, despite any other term of this Agreement, for all Losses thereby caused including damage to the decorative condition of The Convention Centre Dublin and/or the Venue.

- 19.3 The CCD's response or failure to respond to any communication from the Customer does not constitute or imply any review or verification by The CCD, or relieve the Customer from any responsibility or liability.

20. Acknowledgements

- 20.1 The Customer acknowledges and agrees that:

- 20.1.1 works (including construction, demolition, repair, maintenance and/or replacement) and other activities may be carried out, subject to clause 20.2, at or in the vicinity of The Convention Centre Dublin by The CCD or other third parties from time to time with consequent loss of light and/or inconvenience to persons;
- 20.1.2 the car parks adjoining The Convention Centre Dublin will be operated by the owner or manager of them in such manner as the owner or manager thinks fit;

- 20.1.3 there is no guarantee, and no representation or assurance is given as to, the availability of the Venue or The Convention Centre Dublin for future events which the Customer may wish to carry out; and/or
- 20.1.4 no representation or assurance is given in respect of the past, present or future uses to which the Venue or The Convention Centre Dublin will be put, and as to the type of events which will be carried out there, by The CCD and/or its customers.

20.2 The CCD will not, without the Customer's consent, carry out any works (including construction, demolition, repair, maintenance and/or replacement) and other activities at, on, under, over or within the Venue and/or the Common Areas which cause more than minimal interference or inconvenience to Delegates and/or Exhibitors, except works which:

- 20.2.1 are agreed between The CCD and the Customer or requested by the Customer; and/or
- 20.2.2 The CCD considers are required as a matter of urgency or emergency to prevent perceived risks or dangers to health and safety; to protect or maintain the fabric or structure of The Convention Centre Dublin, Common Areas and/or the Venue; and/or to comply with Laws.

The CCD will endeavour to minimise any consequent disruption to the Event arising out of any such works to the extent that it is reasonable and within The CCD's normal and reasonable power and control.

21. Payment

- 21.1 The Customer, subject to receipt of an invoice from The CCD, will pay in full in euro all sums due to The CCD under this Agreement (without set-off, counterclaim, deduction, abatement or withholding of any kind) in cleared funds on the date they first fall due for payment under this Agreement and/or the Payment Plan. Dates for payment are of the essence.
- 21.2 If The CCD supplies any Additional Services at the request of any third party where such third party does not pay for them by the due date for payment, the Customer will on demand pay all sums payable in respect of such Additional Services to the extent that The CCD is not otherwise paid all sums due by the due date for payment.
- 21.3 The Customer will pay the Damage Deposit, Rental Fee, Service Fee, Catering Services Fee and Additional Services Fee to The CCD subject to, and in accordance with, the Payment Plan.
- 21.4 If the Customer orders any Additional Services or additional Catering Services during the Event, the Customer must pay for such in advance upon ordering them or, at The CCD's absolute discretion, secure payment for them by credit card, except if The CCD has agreed in writing in advance that such may be paid for by invoice in which case they are payable within thirty (30) days of issue of the relevant invoice.
- 21.5 All Fees and other sums are exclusive of value added tax which is payable, if chargeable, by the Customer at the rate and in the manner prescribed by applicable Laws from time to time. Payments by credit card are only accepted in accordance with our Terms and Conditions, full details of which are available on request.
- 21.6 The CCD may at any time suspend or cancel the Licence or the provision of the Services, Catering Services, Additional Services and/or Utilities, or require payment in advance, if the Customer has not paid in full and on time to The CCD any sums payable under this Agreement.
- 21.7 The CCD may at any time:
 - 21.7.1 take possession of any property, goods, equipment or structures of the Customer if any sums due from the Customer to The CCD under this Agreement are unpaid until payment of that sum is made; and
 - 21.7.2 sell any such property and use the monies obtained (after deduction of the costs of taking possession, storage and sale) to make such payment if payment in full is not received by

The CCD within fourteen (14) days of the date it first took possession of the property in accordance with clause 21.6.1.

Any money or property remaining after such payment has been made and costs met will be returned to the Customer who will have no claim whatever against The CCD whether in respect of the taking possession of the property or of the manner and conduct of the storage or of the sale. If the sums received are not adequate to meet such payment and costs the Customer will remain liable for any outstanding balance.

- 21.8 Interest accrues daily (both before and after judgment) on late payments by the Customer to The CCD of any sums due pursuant to this Agreement subject to, and in accordance with, the European Communities (Late Payments in Commercial Contracts) Regulations 2002 at a rate of five (5%) percent above the European Central Bank's main financing rate from time to time.

22. Cancellation

- 22.1 The Customer may not reduce the scope of the Venue to be rented.

- 22.2 The Customer may cancel the rental of the Venue, the Services, Catering Services and the Event by notice in writing to The CCD subject to, and in accordance with, this clause 22.

- 22.3 The Customer will be deemed to have exercised its right of cancellation under clause 22.2 in any case whatever where the Customer purports to terminate this Agreement and/or cancel the rental of the Venue, the Services, Catering Services and/or Event (in whole or in part) other than in accordance with the express terms of this Agreement.

- 22.4 If the Customer exercises (or is deemed to have exercised) its right of cancellation under clause 22.2, the Customer will immediately pay to The CCD the following amounts:

- 22.4.1 any Additional Services Fee or Service Fee payable in respect of Additional Services or Services rendered or commenced (e.g. in respect of signs or notices) or outgoings suffered or incurred before cancellation;

- 22.4.2 together with, as the case may be:

- (a) one hundred percent (100%) of both the Rental Fee and the Catering Services Fee if cancellation occurs seven (7) days or less before the start of the Licence Period;
- (b) one hundred percent (100%) of the Rental Fee and fifty percent (50%) of the Catering Services Fee if cancellation occurs eight (8) to twenty nine (29) days, inclusive, before the start of the Licence Period; or
- (c) eight five percent (85%) of the Rental Fee and fifty percent (50%) of the Catering Services Fee if cancellation occurs thirty (30) days or more before the start of the Licence Period,

(less any part of the Rental Fee, Catering Services Fee and/or relevant Additional Services Fee and/or Service Fees already paid by the Customer to The CCD in accordance with this Agreement).

- 22.5 If The CCD licences the Venue to a different customer ("**Replacement Customer**") for some or all of the Licence Period, the sums payable by the Customer to The CCD in respect of the Rental Fee in accordance with clause 22 will, upon reasonable request by the Customer but subject to clause 22.7, be reduced (or reimbursed) *pro rata* by reference to the Rental Fee paid by the Replacement Customer to The CCD in respect of the Rooms within the Venue rented by the Replacement Customer during the Licence Period.

- 22.6 If The CCD sells any food, refreshments and/or beverages which were intended for the Customer and which the Customer paid for in accordance with clause 22.4 to alternative customers within seven (7) days of the end of the Licence Period, the sums payable by the Customer in respect of the Catering Services in accordance with clause 22.4 will, upon reasonable request by the Customer, be reduced (or

reimbursed) *pro rata* to the extent that The CCD was paid by the alternate customer for such food, refreshments and/or beverages.

22.7 The sums payable by the Customer to The CCD in accordance with clause 22.4 will not in any case be reduced (or reimbursed) to less than fifteen percent (15%) of the Rental Fee in any case whatever which, the Parties agree, reflects, in particular, a portion of the time, effort and money incurred by The CCD in attracting and securing the Customer in the first place and administering the relationship with the Customer in preparation for the Event.

22.8 The Customer acknowledges and agrees that the sums payable by it pursuant to this clause 22 as payment for the exercise of the right of cancellation are reasonable in the circumstances and are a reasonable and genuine pre-estimate by the Parties of some of the irrecoverable losses, costs and expenses which The CCD will suffer and/or incur in the event of a cancellation.

22.9 The CCD will endeavour to rent the Venue to another customer if the Customer cancels the rental of the Venue in accordance with this clause 22. However, the Customer acknowledges and agrees that The CCD may give priority to renting space within The Convention Centre Dublin other than the Venue which is not rented at that time.

23. Termination

23.1 This Agreement commences upon its execution by each Party and expires six (6) months after the expiration of the Licence Period, unless terminated earlier in accordance with the terms of this Agreement.

23.2 Either Party may terminate this Agreement immediately by notice in writing and without liability if the other Party is bankrupt, has a petition presented for its winding up, has a liquidator appointed to it or has a receiver or an examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation), is unable to pay its debts as they fall due within the meaning of clause 214 of the Companies Act 1963 or any event similar to the foregoing occurs in any other jurisdiction.

23.3 The CCD may terminate this Agreement immediately by notice in writing and without liability to the Customer or any other party if, in breach of the conditions of this Agreement:

23.3.1 the Customer breaches any material term of this Agreement (whether repudiatory or not);

23.3.2 the Customer consistently breaches this Agreement with material detriment to The CCD; and/or

23.3.3 the Customer fails to pay any sums due whatever in full within ten (10) days of the issue of a notice from The CCD requiring payment in accordance with this Agreement and/or the Payment Plan.

23.4 The CCD may terminate this Agreement immediately by notice in writing and without liability to the Customer or any other party (except the obligation of The CCD to reimburse the Customer in respect of Fees paid by the Customer to The CCD in advance) if urgent or essential maintenance or repairs are required to any part of the Venue, Common Areas and/or The Convention Centre Dublin for reasons of health and safety or the maintenance of structural integrity and fabric of The Convention Centre Dublin and which The CCD, acting reasonably, believes justifies and necessitates terminating the Agreement.

23.5 Either Party may terminate this Agreement if the other Party breaches a material condition of this Agreement which, if capable of remedy, is not remedied within the reasonable period specified in the notice of the breach.

23.6 The Licence automatically terminates on the termination (for whatever reason) or expiration of this Agreement or the Licence Period, whichever is sooner.

23.7 Any expiration or termination (for any reason) of this Agreement or the Licence Period does not affect any accrued rights or liabilities of either Party under this Agreement nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into, or continue, in force on or after such expiration or termination.

24. Liability

24.1 The CCD undertakes to provide the Services with reasonable skill and care and confirms that the Venue will be capable of hosting an event similar in size to the Event described and agreed in accordance with clause 6.1. Except as expressly set out in this Agreement, to the fullest extent permitted by applicable Laws, The CCD excludes any terms, conditions and warranties including, without limitation, any terms, conditions and warranties implied by statute, common laws, Law, equity or otherwise (including, without limitation, any terms, conditions and warranties implied pursuant to sections 13, 14 and 15 (but not section 12) of the Sale of Goods Act 1893 and any implied pursuant to section 39 of the Sale of Goods and Supply of Services Act 1980) and the Customer agrees that this is fair and reasonable.

24.2 To the fullest extent permitted by applicable Laws, The CCD has no liability to the Customer (except under any indemnities contained in this Agreement or as otherwise provided under this Agreement), under or in relation to this Agreement and/or the Event (whether for breach of contract, negligence, breach of statutory duty or for any other reason) for any of the following even if advised of the possibility of them in advance:

24.2.1 loss of profits and/or revenue;

24.2.2 loss of or reduction in goodwill or reputation;

24.2.3 liability under any other contracts;

24.2.4 indirect, consequential or incidental damages and/or losses; and/or

24.2.5 any loss or damage to the extent that the loss or damage concerned could have been avoided by the Customer if it had taken reasonable steps open to it to mitigate its loss.

24.3 The CCD's liability under or in relation to this Agreement and/or the Event (and whether such liability arises due to breach of contract, negligence, breach of statutory duty, under equity or for any other reason) is limited as follows:

24.3.1 for or in relation to any given event or series of connected events, to two hundred thousand euro (€200,000); and

24.3.2 in relation to all losses and liabilities whatsoever in aggregate under the Agreement and/or in respect of the Event, to four hundred thousand euro (€400,000), and under no circumstances will The CCD's total aggregate liability under or in relation to this Agreement and/or the Event, and in relation to anything it (and/or its sub-contractors) may have done or not done in connection with this Agreement and/or the Event, exceed this amount.

24.4 The Customer agrees that this clause 24 is fair and reasonable in the circumstances and has been reflected in the Fees and that the Customer is not dealing as a consumer.

25. Debts to The CCD

25.1 The CCD may recover any money due from the Customer under or for breach of this Agreement:

25.1.1 as a simple contract debt due and recoverable in any Court of competent jurisdiction; and/or

25.1.2 by deducting the money from any other money due or to become due to the Customer under this Agreement or any other contract between the Parties.

26. Confidentiality

- 26.1 Each Party will keep in confidence any information of a confidential or commercially sensitive nature obtained under this Agreement or during the course of the Parties' business relationship (including, without limitation, this Agreement and the Fees) and will not disclose that information to any person (other than on a need to know basis) and will not use it except for purposes connected with this Agreement, without the prior written consent of the other Party.
- 26.2 This obligation does not apply to information to the extent that (i) has been published other than through a breach of this Agreement; (ii) is lawfully in the possession of the recipient before such disclosure took place; and/or (iii) is obtained from a third party who is free to disclose it.
- 26.3 This clause 26 survives the expiry or termination of the Licence Period and this Agreement for any reason whatever.

27. Sub-contractors

- 27.1 The Customer must provide a schedule naming all Sub-contractors at least ten (10) days before the start of the Licence Period. The CCD, acting reasonably, may object to any Sub-contractors or their personnel in which case the Customer will not use them in connection with the Event. The Customer is responsible for its sub-contractors acts or omissions and, as the context admits or requires, any reference to the Customer includes its sub-contractors. Despite the use of any Sub-contractor, the Customer remains solely liable to The CCD for the performance or non-performance of this Agreement.

28. Force Majeure

- 28.1 A Force Majeure Event that directly affects a Party's ability to carry out its undertakings according to this Agreement, or has a direct effect on the ability to hold the Event as planned, shall release such Party, or - if applicable to both Parties - the Parties from performance of such contractual obligations under this Agreement as are prevented by any Force Majeure Event during the continuance of such events. Force Majeure Event means any acts, events, omissions or accidents beyond the reasonable control of the affected Party, including act of God, war, terrorism, vandalism, occupation, civil commotion, strikes or other industrial disputes, fire, flood, storm, complete collapse or failure of supply of public utilities or fuel or power, breakdown of plant or machinery, act of Government or regulatory authorities, significant interruption of air traffic (excepting ordinary delays, but including air interruptions) by which The CCD, the Customer and the participants in the Event or personnel involved in carrying out a Party's obligation hereunder (such as employees, subcontractors, etc.) are materially affected. A Venue FM Event shall be a Force Majeure Event which directly affects the Centre (including the Venue) only and has the effect of making the Venue unavailable for the purposes of staging the Event in circumstances where the Customer remains ready, willing and able to stage the Event.
- 28.2 If by reason of any Venue FM Event, whether occurring before or during the Licence Period, the Event cannot proceed, then, The CCD shall, if practicable, use its reasonable endeavours to substitute an alternative venue or alternative dates for the Event with the agreement of the Customer and if no alternative venue or dates (as the case may be) are made available or if the Customer acting in good faith, reasonably determines that the alternative venue or dates (as the case may be) are wholly unsuitable, The CCD shall be entitled by notice in writing to the Customer to cancel the Event. In the event of a cancellation of the Event pursuant to this Clause The CCD shall refund to the Customer, the Licence Fees received by The CCD at the date of such cancellation, refund to the Customer, the Additional Service Charges and Catering Fees received by The CCD from the Customer to the extent that the Additional Services and Catering Services have not been provided to the Customer and The CCD shall have no further liability to the Customer in respect of such cancellation.

- 28.3 If by reason of any Force Majeure Event (other than a Venue FM Event, in which case the provisions above shall apply) whether occurring before or during the Licence Period, the Customer is unable to stage the Event, then The CCD shall be entitled to retain all monies paid to The CCD in respect of the Fees prior to the date of any such cancellation and to seek immediate payment of all monies remaining due to The CCD by the Customer in respect of the Fees.
- 28.4 Both parties undertake to prevent or reduce the consequences of not fulfilling the Agreement due to an event of Force Majeure, to the extent practical and economical. If either Party is affected by a Force Majeure Event, it shall notify the other of the nature and extent and the Parties subject to the provisions above will enter into discussions in good faith with a view to alleviating its effects and to agreeing such alternative arrangements as may be fair, reasonable and practicable. The party willing to invoke an event of Force Majeure shall immediately notify the other party of the Force Majeure Event and should state the beginning and the end of such event.
- 28.5 The Customer has no rights or remedies whatever, whether pursuant to clause this 28 or otherwise under this Agreement and/or against The CCD if The CCD is prevented from fulfilling any of its obligations under the Agreement by any circumstances beyond its reasonable control which are due to the acts, errors, omissions, recklessness and/or negligence of the Customer or its Exhibitors, Delegates and/or Sub-contractors and/or to matters which fall within the responsibility of the Customer.
- 29. Change in Events**
- 29.1 The CCD will notify the Customer if The CCD, despite its reasonable endeavours, is no longer able to make the Venue available to the Customer as a result of a material change in events (including circumstances related to The CCD and its rights relating to this Agreement) or Laws ("Change in Events").
- 29.2 The Parties will consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of any Change in Events and facilitate the continued performance of the Agreement. If no such terms are agreed within one (1) month of the start of the Licence Period, and the Change in Events is continuing or its consequence remains such that The CCD is unable to make the Venue available to the Customer, then, despite any other term of this Agreement, either Party may without liability forthwith terminate the Agreement by serving notice in writing on the other Party, in which case The CCD will reimburse the Customer in respect of any Fees paid in advance by the Customer.
- 30. Dispute Resolution**
- 30.1 Any dispute arising between the Parties in any way connected with this Agreement will be referred initially to, in the case of Customer, the Customer's Representative and, in the case of The CCD, The CCD's operational director for the purposes of this Agreement and they will try in good faith to resolve the dispute as quickly as possible. If they fail to resolve the dispute within fourteen (14) calendar days of the dispute having being referred to them, they will then promptly refer the dispute to the chief executive (or equivalent) of the Customer and the chief executive of The CCD and they will try in good faith to resolve the dispute as quickly as possible. This clause survives the expiration or termination (for whatever reason) of this Agreement.

31. Miscellaneous

- 31.1 The Customer may not assign, novate, transfer and/or (except to Exhibitors, Delegates and Sub-contractors in the manner contemplated by this Agreement) sub-licence any of its rights and obligations under this Agreement, in whole or in part, to any third party without The CCD's prior written consent.
- 31.2 The CCD may assign, novate and/or transfer its rights and obligations (or any part of them) under this Agreement to (i) any company within the group of companies to which The CCD belongs from time to time; and/or (ii) any third party purchaser of same and/or The CCD and/or of their assets; (iii) and/or any third party purchaser of The Convention Centre Dublin. The Customer, at The CCD's reasonable expense, agrees to do all things and acts necessary to affirm same. The CCD may sub-contract the Services and/or Additional Services to any third party. If the context requires and permits, references to The CCD in this Agreement also include any of The CCD's sub-contractors.
- 31.3 If any provisions of the Agreement are held by any court of competent jurisdiction or other competent authority to be unenforceable, illegal or void in whole or in part, then such part may be severed by the relevant court or competent authority from the remainder of the Agreement which will remain in full force and effect to the fullest extent permitted by applicable Laws.
- 31.4 All notices must be in writing and served by personal delivery or registered post to the other Party at the address first set out in this Agreement (or any other address notified for this purpose in accordance with this Agreement) and is deemed to have been received at the time of delivery.
- 31.5 The masculine gender includes the feminine and neuter and the singular number include the plural and vice versa and words importing persons include firms or companies. The section headings to the clauses in this Agreement are inserted for convenience of reference only and are not a part of and/or do not affect the construction or interpretation of this Agreement. Any reference to any provision of any legislation includes any modification, amendment, re-enactment or extension of the legislation together with any secondary legislation made under it for the time being in force.
- 31.6 Amendments to or modifications or variations or explanations of this Agreement may be made only by mutual agreement of both the Customer and The CCD in writing.
- 31.7 The provisions of this Agreement may only be waived by a Party in writing by express reference to this sub-clause. A waiver by a Party of any breach by any other Party of any of the provisions of this Agreement does not constitute a general waiver of such provision or of any subsequent act contrary thereto. The failure or neglect by a Party to enforce any provision of this Agreement is not (and will not be deemed to be) a waiver of that Party's rights under this Agreement and does not prejudice that Party's right to take subsequent action in respect of such provision. The exercise by The CCD of any of its rights under this Agreement is without prejudice to any other rights and remedies of The CCD.
- 31.8 This Agreement does not in itself constitute any Party, the legal representative, employee, employer, joint venturer, partner or agent of the other Party nor does any Party or any successor of any Party have the right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against or in the name of or on behalf of any other Party.
- 31.9 This Agreement is effective only upon the same being executed and delivered by or on behalf of each Party.
- 31.10 This Agreement represents the entire of the understanding of the Parties concerning the subject matter of this Agreement and overrides and supersedes, in particular, all prior and contemporaneous oral and written promises, representations, understandings, marketing materials, brochures, arrangements, agreements and letters of intent concerning the same which are hereby revoked by mutual consent of the Parties. The Customer confirms that it has not relied on, and has no remedies in respect of, any representations, conditions and terms except those expressly set out in the Agreement and that the Parties have not entered into any collateral contract. Nothing in this Agreement excludes any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

- 31.11 The Schedules form an integral part of this Agreement and are legally binding on the Parties. References to a clause or a Schedule refer to a clause or Schedule of this Agreement. References to a section, refer to a section of a Schedule of this Agreement. The main body of the Agreement prevails in the event of a conflict with any of the Schedules.
- 31.12 The Customer will, upon request by The CCD, promptly provide The CCD with details of the number of Delegates and international Delegates attending the Event and related supporting information by completing the delegates form enclosed in Schedule 5. This information is simply required to facilitate the collation of information regarding the number of international Delegates attending at The Convention Centre Dublin. No personal data relating to Delegates will be collected by The CCD in this way.
- 31.13 This Agreement and any matter related to or in any way connected with or arising out of this Agreement (including as to its existence) is governed by and construed in accordance with Irish Laws and, subject to clause 30, is subject to the exclusive jurisdiction of the Irish Courts. However, nothing in this Agreement prevents The CCD from obtaining protective or provisional relief in, or enforcing a judgment in, any jurisdiction other than Ireland.

Schedule One – The Rules

The Customer will at all times fully comply with, and procure full compliance by, Delegates, Exhibitors and Sub-contractors, with, and will not suffer or permit anything to be done in breach of, the following rules:

1. Customer Representatives

- 1.1 The Customer will, three (3) months prior to the start of the Licence Period, appoint a project manager or managers who is/are fluent in English (and who is to be approved by The CCD), one of which will be nominated by the Customer to act as the Customer's Representative and who will act as The CCD's primary point of contact in relation to the Event and this Agreement and will ensure that the Event is undertaken in accordance with this Agreement, the Rules and the Laws.

2. Signs and Notices

- 2.1 The Customer will at all times display and maintain any signs or notices inside or outside The Convention Centre Dublin and/or the Venue which The CCD reasonably requests the Customer to display and maintain from time to time and in the manner required by The CCD.

3. Stands, Exhibits and Structures

- 3.1 The Customer may safely erect stands, exhibits and other temporary structures, which relate exclusively to the Event (but not otherwise), inside the Venue.

4. Advertisements

- 4.1 The Customer, subject to section 4.2, may place advertisements, which relate exclusively to the Event:

4.1.1 inside the Venue which The CCD, acting reasonably, does not object to; and/or

4.1.2 inside or outside The Convention Centre Dublin only with The CCD's prior written consent.

- 4.2 The Customer will:

4.2.1 ensure that all posters, advertisements, programmes or other publicity materials relating to the Event and/or The Convention Centre Dublin ("**Advertising Materials**") comply with all

Laws and, in particular, all consumer, advertising and pricing legislation and the codes of the Advertising Standards Authority of Ireland;

4.2.2 not include in any Advertising Materials a reference to any other activity, event or Event taking place at The Convention Centre Dublin whether at the same time as the Event or at any other time without The CCD's prior written consent; and/or

4.2.3 not place Advertising Materials inside or outside The Convention Centre Dublin which do not comply in all respects with all Laws including, in particular, all planning legislation and regulations.

5. Use of and Access to The Convention Centre Dublin

5.1 The Customer will ensure that The Convention Centre Dublin and/or the Venue:

5.1.1 is used and accessed only in connection with the Event; and/or

5.1.2 is used and accessed only subject to, and in accordance with, the Rules, any Laws and this Agreement;

5.1.3 is not used for any illegal or immoral purpose, for betting, gaming or lotteries or in any way which might diminish the goodwill, standing or reputation of The Convention Centre Dublin and/or The CCD or The CCD's other customers;

by the Customer, Sub-contractors, Exhibitors and/or Delegates.

5.2 The Customer will ensure that:

5.2.1 no animals (except dogs for the disabled);

5.2.2 no substance or article which is, in The CCD's reasonable opinion, of a dangerous, explosive, hazardous or objectionable nature; and/or

5.2.3 no naked flame,

will be brought inside, outside or in the vicinity of The Convention Centre Dublin and/or the Venue by the Customer, Sub-contractors, Exhibitors and/or Delegates without The CCD's prior written consent and subject to any conditions of such consent.

5.3 The Customer will ensure that no act or thing is done inside, outside or in the vicinity of The Convention Centre Dublin and/or the Venue by the Customer, Sub-contractors, Exhibitors and/or Delegates which may, in The CCD's reasonable opinion, be or become a nuisance to The CCD or its customers, Delegates, Exhibitors or any occupiers of, or visitors to, The Convention Centre Dublin or any premises or buildings in its vicinity.

5.4 If the Customer is not sure, or has doubts, with respect to whether any thing or matter falls within the ambit of this section 5, it must seek the opinion of The CCD whose opinion in this respect will be final and binding.

5.5 The Customer is solely responsible for ensuring that no person gains access to the Venue unless they are a Delegate, Exhibitors or Sub-contractor and, in such case, only to the extent to which they are entitled to such access.

6. Works

6.1 The Customer will not, by whatever means:

6.1.1 erect any stands, exhibits, displays, structures, advertisements, signs, notices, billboards, hoarding or other similar matters or things in The Convention Centre Dublin, Common Areas and/or the Venue;

- 6.1.2 fix any items to the walls, floor or other temporary or permanent structures of The Convention Centre Dublin, Common Areas and/or the Venue;
- 6.1.3 suspend any items from the ceilings or any other part of the temporary or permanent structure of The Convention Centre Dublin, Common Areas and/or the Venue;
- 6.1.4 make any alterations to any part of The Convention Centre Dublin, Common Areas and/or the Venue;
- 6.1.5 place any unusual loads on any beam, pillar or other temporary or permanent part of the structure of The Convention Centre Dublin, Common Areas and/or the Venue;
- 6.1.6 alter any of the existing electrical or other installations in or at The Convention Centre Dublin, Common Areas and/or the Venue;
- 6.1.7 use or install any equipment, materials or utensils of whatever nature in connection with the Event (or otherwise); and/or
- 6.1.8 use or install any supplementary plant for the generation or supply of electricity or any other service or utility,

without, in any case, The CCD's prior written consent and subject to any conditions of such consent, such consent not to be unreasonably withheld or delayed. The Customer acknowledges that, if consent is given, the Customer (and not The CCD) is the client or employer (or similar) for the purposes of any Laws (including the Safety, Health and Welfare at Work (Construction) Regulations 2006) or otherwise and will assume and perform all duties, responsibilities and obligations whatever under any Laws in such respect.

7. Health and Safety

- 7.1 The Customer will regularly inspect the Venue during the Licence Period and while in occupation by the Customer for the purposes of ensuring compliance with clause 12 of the Agreement.
- 7.2 The Customer will:
 - 7.2.1 ensure that all its employees and Sub-contractors and their personnel are made aware of the Rules and health and safety issues in accordance with best industry practice.
 - 7.2.2 explain to its employees, Sub-contractors, Exhibitors and Delegates the authorised means of access to, and exit from, The Convention Centre Dublin and/or the Venue and, in particular, the fire units and fire procedures referred to by The CCD;
 - 7.2.3 ensure that all its employees, Sub-contractors, Exhibitors and Delegates and their personnel only use the entrances and exits to The Convention Centre Dublin and/or the Venue designated by The CCD;
 - 7.2.4 itself, and will procure that all Sub-contractors, Exhibitors, Delegates and their personnel immediately comply with any requirements or directions made or given by The CCD relating in any way to the safety of the Event or of Sub-contractors, Exhibitors and/or Delegates.

8. Obstructions

- 8.1 The Customer will ensure that the Customer, Sub-contractors, Exhibitors and Delegates do not park or otherwise obstruct access to, or egress from, any part of The Convention Centre Dublin, Common Areas, Venue and/or any buildings or premises in the vicinity.

9. Sound Levels

- 9.1 The Customer, without prejudice to any other provision of this Agreement, will ensure that it at all times procures adherence to the lower limits of sound levels required by The CCD and the Rules and that it will, for such purpose, provide, operate and maintain in good working order, in the Venue during the Licence Period, suitable sound monitoring equipment which will be open at all times to inspection and test by The CCD and/or any regulatory or local authority.

10. Property

- 10.1 The Customer will ensure that it is entitled to use for the purposes of the Event all structures, goods, equipment and materials brought onto The Convention Centre Dublin by it or on its behalf.

11. Sale of Merchandise, Refreshments etc.

- 11.1 The Customer may only with, and to the extent of, The CCD's prior written consent, sell or distribute at, inside or outside The Convention Centre Dublin and/or the Venue any tobacco, alcoholic and non-alcoholic drinks, food, ice-cream, sweets, confectionary and other refreshments of whatever nature and subject to any terms and conditions (including financial terms) agreed upon with The CCD. However, the Customer's Exhibitors may provide free samples of their products to Delegates to the extent permitted by The CCD from time to time.

11.2 The Customer:

- 11.2.1 may sell goods or merchandise inside the Venue, to the extent only that those goods or merchandise were approved by The CCD prior to the Licence Period, provided that they are not offensive, illegal, immoral, harmful, undesirable and/or detrimental to the reputation, goodwill and/or commercial interests of The CCD and provided such sales are made in accordance with all Laws; and

- 11.2.2 will immediately stop, and will ensure that all Exhibitors and Sub-contractors stop, selling goods or merchandise upon demand by The CCD.

12. Removal

- 12.1 The Customer, immediately upon request by The CCD and at the Customer's sole cost and expense, will safely:

- 12.1.1 remove or close (as the case may be) any equipment, property, advertising, stand, exhibit, advertisement, hoarding, structure or other matter; and/or

- 12.1.2 procure the cessation of any activity; and/or

- 12.1.3 deny access to any person (including any Sub-contractors, Exhibitors and/or Delegates),

which (or who, as the case may be), in The CCD's reasonable opinion, is undesirable, inappropriate, harmful, offensive, obscene, illegal or in breach of the Rules or Laws or detrimental to The CCD's commercial interests, reputation or goodwill.

13. End of Event

- 13.1 The Customer will, prior to the end of the Licence Period, remove all structures, equipment, goods, advertising material, waste and other items (except waste which The CCD is responsible for removing in accordance with the Services) generated or brought onto the Venue and/or The Convention Centre Dublin.

Schedule Two – Scope of Services

The scope of Services is exhaustively set out in this Schedule Two.

1. Cleaning

1.1 The provision of a permanent overall cleaning operation of The Convention Centre Dublin, including the foyers, general delegate circulation and reception areas, toilets, ancillary and public areas, including;

1.1.1. the cleaning of the Venue throughout the Licence Period including floors and seating areas;

1.1.2 a janitorial cleaning service tailored to the programme of the Event;

1.1.3 a cleaning service for the Common Areas.

1.2 The cost of the following is not included:

1.2.1 the cleaning of exhibits (if any);

1.2.2 the collection and removal of waste materials produced by working demonstrations of exhibits forming part of the exhibition;

1.2.3 the removal and disposal of packing cases and stand fitting materials associated with an exhibition;

1.2.4 the removal of any waste that requires special handling to ensure its safe disposal.

2. Furniture

2.1 The provision of a comprehensive package of furniture in the flat floored halls for both conference and catering use. Details of the furniture covered by the Services and of the standard layouts will be made available by The CCD upon request.

3. Stewards

3.1 The provision of a low profile stewarding operation involving the assignment to the Event of a number of trained stewards as determined by The CCD according to the nature and programme of the Event and the facilities used. This does not constitute the provision of security for the Event.

3.2 The provision of traffic management within designated entrance areas including the delivery and collection area.

4. Fire Protection System

4.1 The provision at The Convention Centre Dublin of fire prevention and detection systems including smoke detection, sprinkler systems, hose reels, portable extinguishers and hydrants monitored 24 hours a day.

4.2 This system is connected via an automatic link to the public address system on an area by area basis.

5. General Services

5.1 The provision of the following general services:

5.1.1 air conditioning to all principal areas and heating and ventilation to all other areas throughout the Licence Period. Climatic conditions throughout The Convention Centre Dublin are centrally controlled by a computerised building management system;

5.1.2 general lighting and domestic power to all halls and rooms throughout the Licence Period;

NB: Domestic power may not be used for any exhibition or display purpose.

5.1.3 operation of The Convention Centre Dublin's telephone switchboard.

Calls made internally in The Convention Centre Dublin will be covered by the Service Fee but the Customer will be charged with the cost of all outgoing calls.

6. Technical Services

- 6.1 The facilities provided in each of the halls are listed in the individual facilities sheets for each hall, available on request. The facilities will regularly be updated to improve the standard of service.

7. Cloakroom

- 7.1 The provision of cloakroom facilities [suited to the programme of the Event as made known by the Customer to The CCD and agreed by The CCD].
- 7.2 The cost relating to the operation of the cloakroom is not included in the Service Fee and will be an additional charge which will be agreed between the Customer and The CCD and incorporated in the Additional Services Fee for the Additional Services.

8. Signing

- 8.1 The provision of generic building signage using the 'Permanent in House' system.

9. Building Services

- 9.1 The cost of general maintenance of The Convention Centre Dublin and of operating and maintaining the fire and domestic water supply pumps and storm and foul sewerage systems.

Schedule Three – he Venue
Part 1

Area	Price per Day	No of Days	Total Cost (Ex Vat)	Tenancy
Liffey Boardroom 2	602.00	6	3,612.00	14/06/2020 - 19/06/2020
Liffey Hall 1	7,467.00	5	37,335.00	15/06/2020 - 19/06/2020
Liffey Hall 2	9,413.00	5	47,065.00	15/06/2020 - 19/06/2020
Liffey Meeting Room 1	3,010.00	3	9,030.00	15/06/2020 - 17/06/2020
Liffey Meeting Room 2	5,020.00	3	15,060.00	17/06/2020 - 19/06/2020
Liffey Meeting Room 3	3,765.00	3	11,295.00	17/06/2020 - 19/06/2020
The Auditorium	26,935.00	3	80,805.00	17/06/2020 - 19/06/2020
The Liffey	15,059.00	3	45,177.00	17/06/2020 - 19/06/2020
Wicklow Hall 1	0.00	2	0.00	15/06/2020 - 16/06/2020
Wicklow Hall 1	7,907.00	3	23,721.00	17/06/2020 - 19/06/2020
Wicklow Hall 2A	7,907.00	4	31,628.00	16/06/2020 - 19/06/2020
Wicklow Hall 2B	7,467.00	4	29,868.00	16/06/2020 - 19/06/2020
		Total net rental	334,596.00	
		Total discount	184,596.00	
		Net total	150,000.02	

The CCD agrees to pay a commission to Experient of 8% of the Net total for room rental (ex VAT) actually paid by the Customer to The CCD, subject to the Event proceeding. This shall be payable within 30 days of the end of the Event on production of a valid invoice. No commission shall be payable to Experient on Catering Services or Additional Services or any other Services contracted by the Customer.

Part 2

The *pro rata* daily rate (excluding VAT) for each individual Room is determined as follows for the purposes of clauses 17.5 and 17.6:

$$[(A + B) \div D] \times [(A \div C) \div 100]$$

Where:

A = Rental Fee

B = Service Fee and Catering Services Fee

C = Rate for relevant room as set out in Part 1 of Schedule Three

D = Number of days included in Licence Period

For example:

A = €90,000

B = €10,000

C = €10,000

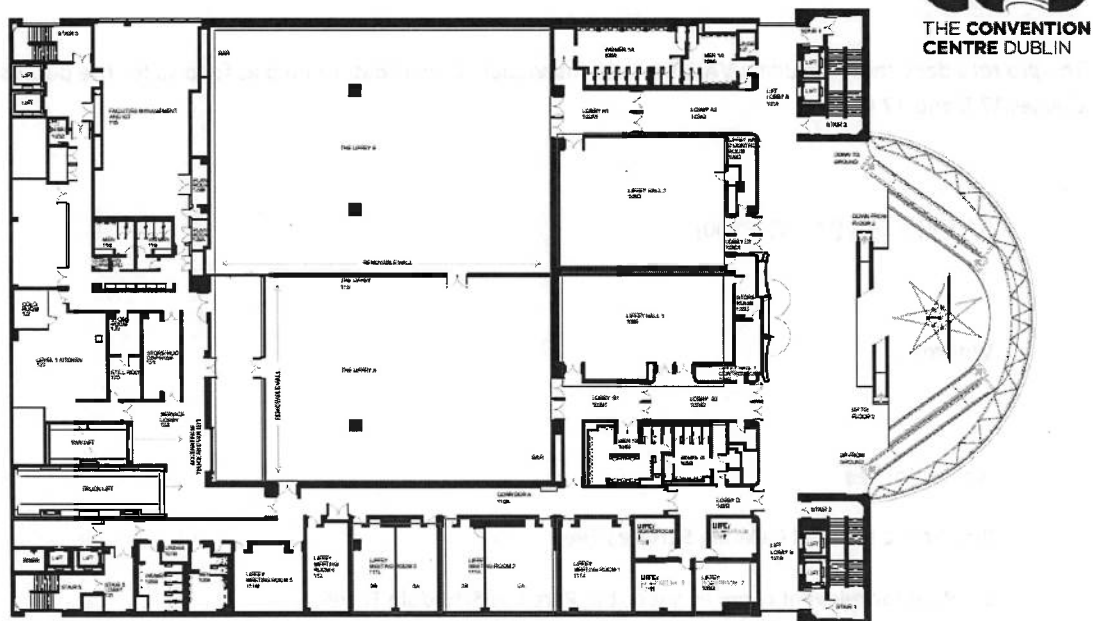
D = 5 days

$$[(90,000 + 10,000) \div 5] \times [(90,000 \div 10,000) \div 100] =$$

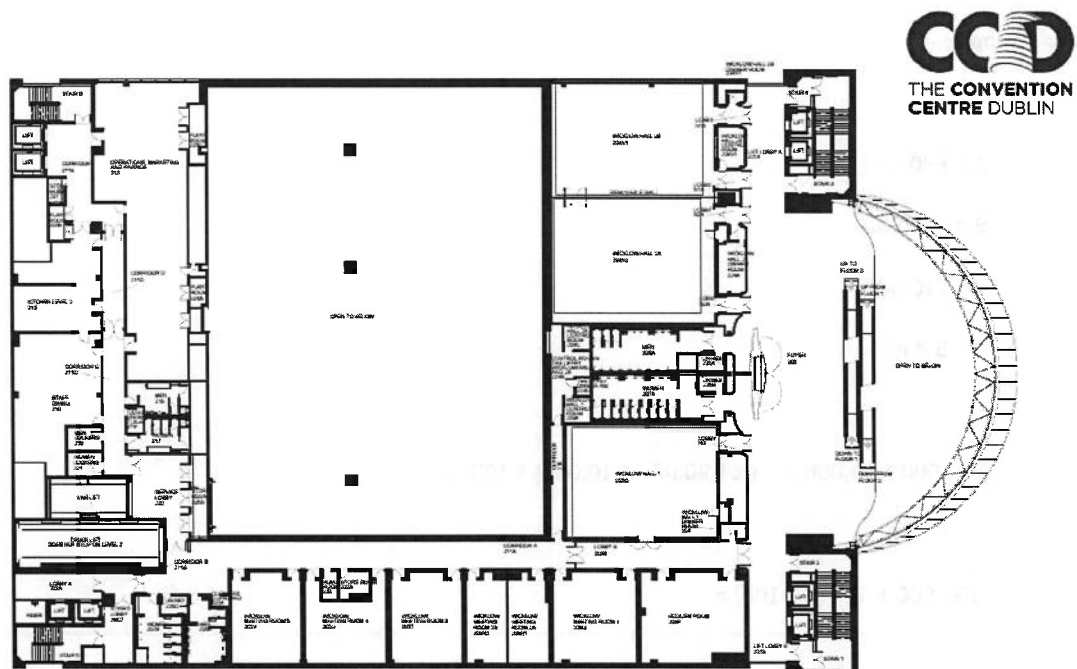
$$(100,000 \div 5) \times (9 \div 100) =$$

$$20,000 \times 0.09 = €1,800$$

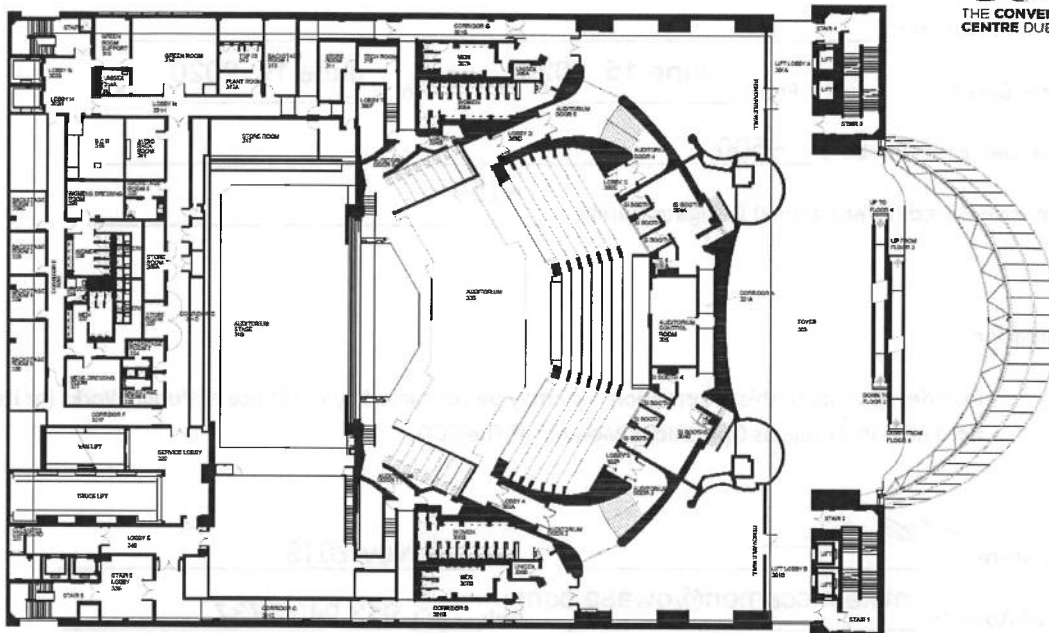
Schedule Four – Common Areas



Level 1
The Convention Centre Dublin



Level 2
The Convention Centre Dublin



Level 3
The Convention Centre Dublin

Schedule Five – Delegates Form

Conference Information Declaration

A key Objective of The CCD is to develop the Business Tourism market in Ireland. We compile data to help fulfil our public remit for our conventions to contribute to the overall economy.

Thank you for your help.

Client Details

Name: Mike McCamon Position: Executive Director
Company: OWASP Foundation

Event Details

Event Title: Global AppSec Dublin

Event ID Number: _____

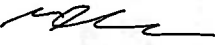
Event Dates: From: June 15, 2020 To: June 19, 2020

Total Delegate Numbers: ~500

Non-Irish-Based (International) Delegate Numbers: ~150

Validation

In order to validate this information, you may be contacted by the Office of Public Works (or its nominee) in its role as Operations Monitor of The CCD.

Signature:  Date: 6-Nov-2019
Email Address: mike.mccamon@owasp.com Tel: +1.913.940.2737

Schedule Six - Commercial Terms

"Event Description"	OWASP Global AppSec Europe
"Licence Period"	Start Time: 14/06/20 at 06:00 End Time: 19/06/20 at 23:59
"Catering Services Fee"	The estimated Catering Service Fee, based upon one hundred percent (100%) of the Projected Catering Numbers being provided with the Catering Services and the proposed menu choice and beverage requirements at the time of signing, is €30,000.00 (excluding VAT) ("Estimated Catering Service Fee").

	<p>However, the above estimate is not binding and the actual Catering Services Fee payable by the Customer to The CCD in respect of the Catering Services (except those ordered in accordance with clause 4.7(b)) is the higher of:</p> <p>(a) the Minimum Catering Services Fee; and</p> <p>(b) the fee (based upon The CCD's standard rates at the time the Catering Services are provided) payable based upon the number of Delegates for whom Catering Services were provided and based upon food and beverages consumed for which it was agreed the Customer would pay.</p>
"Minimum Catering Services Fee"	<p>The Minimum Catering Services Fee is based upon The CCD's standard rates at the time the Catering Services are provided and is determined by reference to whichever of the following gives rise to the greatest Minimum Catering Services Fee:</p> <p>(a) eighty five percent (85%) of the Projected Catering Numbers or, if the Customer did not notify The CCD of the Final Catering Details in accordance with clause 9, one hundred percent (100%) of the Projected Catering Numbers being provided with Catering Services; and</p> <p>(b) ninety percent (90%) of the Final Catering Numbers being provided with Catering Services.</p>
"Rental Fee"	<p>means €135,000.02 (excluding VAT), being ninety percent (90%) of the total rent.</p>
"Services Fee"	<p>means €15,000.00 (excluding VAT), being ten percent (10%) of the total rent.</p>
"Payment Plan"	<p>All services are due in full prior to the event. This includes:</p>

	<ul style="list-style-type: none"> • Rental Fee • Catering Costs • Technical Services • All Additional Services <p>Rental Fee:</p> <p>10% on or before 02/12/2019</p> <p>45% on or before 06/01/2020</p> <p>45% on or before 15/05/2020</p> <p><i>Please note that the fees at each stage of the payment plan consist of 10% applicable to the service fee and 90% applicable to the rental fee.</i></p> <p>Catering Services Fee:</p> <p>10% on or before 02/12/2019</p> <p>This is based upon the estimated Catering Services Fee, as estimated by The CCD at date of signature.</p> <p>45% on or before 16/03/2020</p> <p>45% on or before 15/05/2020</p> <p>100% of estimated Catering Services Fee must be paid 3 business days before the start of the event.</p> <p>This is based upon the estimated Catering Services Fee, as estimated by The CCD in accordance with clause 9.1, less any element of Catering Service Fee already paid on date of signing.</p>
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	<p>Balance, if applicable, within 30 days of issue of relevant invoice</p> <p>Additional Services Fee (and any other sums due):</p> <p>100% within 30 days of issue of relevant invoice</p> <p>Catering Services / Additional Services ordered during Event:</p> <p>Catering Services and/or Additional Services ordered during the Event must be paid for in advance at the time ordered subject to clause 21.4.</p>
“Projected Catering Numbers”	means 500 Delegates.

In Witness whereof, each Party has entered into this Agreement the day and year written below.

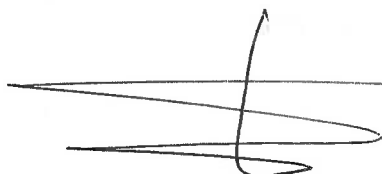
Signed for and on behalf of

The CCD:

PM Gunn

PAUL CAENEN

Witness:




DANIEL PLA

Date:

12/11/17

Signed for and on behalf of

the Customer:



Mike McCamon, Executive Director, OWASP
6-Nov-2019

Witness:

Emily Berman

Emily Berman, Events Director,
OWASP
6 Nov 2019

Date: