



Madrid, Spain, March 26th, 27th 28th 2020

Sponsor Application and Agreement

The undersigned applicant agrees to be a Sponsor (as defined below) of Greach Conference 2020. To secure a sponsorship, an applicant must (a) submit a completed and signed copy of this Application and Sponsorship Agreement (the “**Agreement**”) and (b) pay the Sponsorship Fees set forth below.

Sponsors of Greach Conference 2020 will be entitled to the Sponsorship Opportunities described in **Exhibit A**.

Greach Conference 2020 will be held on March 26th, 27th 28th 2020 at Madrid Google Campus, Spain.

APPLICANT CONTACT INFORMATION

Sponsor (Published Company name):

Marketing Contact Name:

Address:

Email:

Phone:

SPONSORSHIP INFORMATION*

Sponsorship Package:

Additional Marketing Opportunities:

Sponsorship Spend**:

Additional Marketing Spend**:

Sponsorship Fees**:

**Capitalized terms referenced in this Sponsorship Information section but not defined shall have the meaning set forth on Exhibit A.*

***Amount does not include VAT. If applicable VAT will be included in the sponsorship invoice.*

By signing below and returning this Agreement to Madrid JVM Conf, SL (“GreachConf”), the undersigned signatory agrees that (1) he/she has the legal authority to execute this Agreement and bind the Sponsor, and (2) the Sponsor will be bound by the Terms and Conditions and **Exhibit A** attached hereto, and pay the Sponsorship Fees as described above.

Sponsor Signature:

Date:

Print Name:

Title:

GreachConf Acceptance:

Signature:

Date:

Print Name:

Title:

Sponsor Application and Agreement

This Agreement is made between Madrid JVM Conf, SL. ("GreachConf"), and the sponsor identified on the cover page to this Agreement ("Sponsor") and shall be effective on the date this Agreement is signed by Sponsor and countersigned by GreachConf (the "Effective Date"). This Agreement sets forth the terms and conditions under which Sponsor will participate as a sponsor of the Conference (as defined below). In consideration of the mutual promises contained herein, GreachConf and Sponsor agree as follows:

1. Conference Sponsorship, Location and Date. Sponsor agrees to participate as a sponsor at Greach Conference 2020 (the "**Conference**"), which will be held on March 26th 27th 28th, 2020 at Google Campus Madrid, Spain (the "**Venue**"). For the purposes of this Agreement March 26, 2020 shall be the Conference start date (the "**Conference Start Date**"). GreachConf reserves the right, in its sole discretion, to change the site, hours, or dates of the Conference. GreachConf will attempt to notify Sponsor of any such changes as far in advance as possible. In connection with the Conference, GreachConf agrees to provide Sponsor with the Sponsorship Opportunities that Sponsor has selected on **Exhibit A** and Sponsor agrees to pay the Sponsorship Fees as indicated on the Sponsor Application and Agreement.

2. Conference Rights. Sponsor acknowledges that (i) all profiles, speaker nominations, presenter nominations, guest passes, gifts/giveaways, and other matters pertaining to the Conference shall be within the sole judgment, discretion and control of GreachConf; (ii) Sponsor shall have no right in or to the Conference or any revenue derived by GreachConf or its agents therefrom; (iii) Sponsor shall have no right in or to, and no interest in, any logo, trade name, trademark, service mark, copyright or other intellectual property relating to GreachConf or arising from the Conference. All sponsorship opportunities are predicated upon GreachConf's receipt of required copy, logos, signage etc. ("**Materials**") on or before the deadline dates specified by GreachConf. Sponsor shall not display or present any Materials that are not approved by GreachConf. GreachConf in its sole discretion may edit or reject any Materials proposed by Sponsor for presentation at any time after receipt. Sponsor will ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. Sponsor will ensure that the content of all Materials complies with all applicable laws. Sponsor warrants that the Materials do not infringe the intellectual property rights of any third party and that it is the owner or duly authorized licensee of the Materials. Sponsor hereby grants to GreachConf a non-exclusive, royalty free license to use the Materials in connection with the Conference. While GreachConf will take all reasonable care in relation to the production of material and information incorporating the Material, GreachConf will not in any event be responsible to Sponsor for any omissions, misquotations or other errors which may occur. GreachConf reserves the right to refuse to use any Material in relation to the Conference and may remove or delete such Material without liability to GreachConf.

3. Limitation of Liability. NEITHER GREACHCONF NOR THE VENUE SHALL BE HELD LIABLE FOR ANY DAMAGE, INJURY OR LOSS TO SPONSOR'S PROPERTIES OR REPRESENTATIVES PARTICIPATING IN THE CONFERENCE WHERE SUCH DAMAGE, INJURY OR LOSS DOES NOT ARISE SOLELY FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GREACHCONF. IN NO EVENT AND UNDER NO LEGAL THEORY SHALL GREACHCONF OR ITS SUPPLIERS BE LIABLE TO SPONSOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL GREACHCONF'S TOTAL LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE SPONSORSHIP FEES PAID BY SPONSOR.

4. Indemnification. Sponsor agrees to indemnify and hold harmless GreachConf, as well as its officers, directors, employees, agents and consultants from any and all claims, losses, damages, liabilities, judgments, or settlements, including attorney's fees, costs and other expenses in connection with the Conference that are related to (i) the Sponsor's negligent acts or omissions or (ii) a breach of this Agreement.

5. Waiver. Sponsor expressly (i) waives all rights, if any, to assert any claims against GreachConf, the Venue and their parents, subsidiaries, affiliates, members, successors, employees, representatives and (ii) releases such parties from all liability for (a) property damage of any kind and for any reason and (b) any personal injury, including death or other loss, for any reason, provided, however, such damage or injury is not due to the gross negligence or willful misconduct of GreachConf, the Venue or any of their parents, subsidiaries, affiliates, members or employees. Sponsor accepts all responsibility for any injury or public liability incurred as a direct result of or relating to the Conference, except to the extent caused by the gross negligence or willful misconduct of GreachConf or the Venue.

6. Insurance. Sponsor acknowledges that neither GreachConf, the Venue nor their respective owners and operators, maintain insurance covering Sponsor's property and that it is the sole responsibility of Sponsor to obtain business interruption and property damage insurance covering any losses by Sponsor.

7. Independent Contractors. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

8. Termination; Cancellation.

a. GreachConf reserves the right to cancel the Conference or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation of the Conference or termination of the Agreement by GreachConf, GreachConf's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of any Sponsorship Fees actually paid by Sponsor under this Agreement.

b. Sponsor may cancel this Agreement at any time upon written notice to GreachConf, subject to the following cancellation charges: If cancellation notice is received by GreachConf in writing on or before the date which is the 30th day prior to the Conference Start Date, GreachConf is entitled to retain if already paid (or Sponsor is required to pay if no payment has been made) as a cancellation charge an amount equal to fifty percent (50%) of the Sponsorship Fees, and if such notice is received by GreachConf less than thirty (30) days prior to the Conference Start Date, GreachConf is entitled to retain (if already paid) or Sponsor is required to pay (if full payment has not been made) a cancellation charge equal to the entire Sponsorship Fee (or the balance of the Sponsorship Fees if a partial payment was already paid). Cancellations by Sponsor must be received in writing and sent to Sergio del Amo Caballero, Calle Maestro José Simón 1 3G 19004, Guadalajara, Spain

9. Completed Agreement. All completed Agreements should be sent to delamos@greachconf.com for processing. An authorized representative for GreachConf will return a countersigned copy to the Sponsor upon GreachConf's acceptance of the Agreement. GreachConf reserves the right, in its sole discretion, to decline to accept any Application.

10. Force Majeure. Neither GreachConf nor the Venue shall have any liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war or any other cause of any kind whatsoever not within Greach's reasonable control.

11. Miscellaneous. GreachConf reserves the right to refuse any person entry to the Conference or to remove any person from the Conference at any time. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations concerning the subject matter hereof. This

Agreement shall be governed by the laws of Spain without regard to conflicts of laws provisions thereof. Sponsor may not assign or transfer this Agreement. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement can only be modified in a written document signed by GreachConf and Sponsor. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same. Sections 3 through 11 hereof and any accrued rights to payment and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of the Conference or the expiration or termination of this Agreement.

Exhibit A

Greach Conference 2020 Sponsor Opportunities, Fees and Payment

Sponsorship Opportunities: means the benefits offered to Sponsors at each Sponsorship Package level or Additional Marketing Opportunity level, as further described at <https://greachconf.com/Greach2020SponsorshipProspectus.pdf>, as may be updated from time to time.

Sponsorship Package Spend: means the value of the applicable Sponsorship Package, available at <https://greachconf.com/Greach2020SponsorshipProspectus.pdf>, as may be updated from time to time. Additional Sponsorship Packages may be added at GreachConf's discretion.

Additional Marketing Opportunity ("AMO") Spend: means the value of the applicable Additional Marketing Opportunity, available at <https://greachconf.com/Greach2020SponsorshipProspectus.pdf>, as may be updated from time to time. Additional AMOs may be added at GreachConf's discretion.

Payment Terms: All Sponsorship Fees are due and payable thirty (30) days after the GreachConf invoice date. All Sponsorship Fees should be settled and sent in EURs. If Sponsor transfers payment in currency other than EURs, Sponsor will be responsible for any shortage of funds received, as calculated using the spot rate on the date that funds are received in addition to any additional bank fees charged. If such payment is not received within thirty (30) days prior to the Conference Start Date, GreachConf (i) may withhold any and all sponsorship and marketing benefits, (ii) shall be relieved of its obligations under this Agreement and/or (iii) may terminate this Agreement pursuant to Section 8. If this Agreement is terminated pursuant to this paragraph, Sponsor shall not be entitled to any refunds from GreachConf for any payments made under this Agreement.

Sponsor may purchase additional sponsorship and/or marketing benefits upon written approval by GreachConf and payment therefor by Sponsor. Such purchase of additional sponsorship benefits shall be governed by the terms of this Agreement. Additional Packages & AMOs may be added at GreachConf's discretion. Sponsors must obtain the Venue's prior approval before selling or offering gratis food or drink at its booths or in AMOs during the Conference. Sponsor is responsible for payment or all taxes.