KOTLINCONF GLOBAL

FINANCIAL CONTRIBUTION ACKNOWLEDGEMENT

Thank you for your support of the Kotlin community.

As you know, **JetBrains Expo B.V.**, with its registered address at Huidekoperstraat 26, 1017 ZM Amsterdam, the Netherlands, registered with the Commercial Register of the Chamber of Commerce in the Netherlands under number 74098896 (**"JetBrains"**, **"Our"**) is the organizer of KotlinConf 2023, the official conference devoted to the 'Kotlin programming language' (**"Kotlin"**).

You, **Inacio Sacataria** with address Av. Malhangalene nr 67, Maputo, Mozambique (**"You"** or **"Representative"**), are participating in and supporting the Kotlin User Group identified as **Moz Android Community** (**"User Group"**) in relation to the Promotional Activity (defined below).

This is an important legal agreement; please read it carefully. By signing this document, you agree and consent to be bound by all its terms and conditions.

About You and other Organizers

1. If any other person assists You in organizing User Group activities to promote Kotlin (any such activity, **"Promotional Activity"** and any such person, **"Organizer"**), You agree to be bound by this agreement on behalf of Yourself and each Organizer.

Your Support of Kotlin

2. You and any Organizer will support the User Group in undertaking the Promotional Activity.

3. You and any Organizer will support the User Group in order to complete the Promotional Activity within the timeframe set by JetBrains (specified below), in a careful and respectful manner, to a standard accepted by the community and in accordance with any KotlinConf rules or requirements.

4. You and any Organizer are responsible for: (a) all interactions with third parties; (b) obtaining permissions needed; and (c) all the costs of the Promotional Activity.

5. You and/or any Organizer must not, and You must ensure the User Group does not, represent yourself/yourselves as authorized JetBrains employees, contractors, partners or developers, Kotlin team members, or sellers or resellers of JetBrains products. You can refer to Yourself and/or the User Group as a 'supporter of the Kotlin community'.

Our Financial Support

6. JetBrains will pay You the Contribution (specified below) into a bank account specified by You via electronic funds transfer upon the signature of this agreement, and once the Promotional Activity is complete.

7. You are solely responsible for the payment of all taxes and any other proper governmental withholding or other payments, required in connection with any Contribution paid under this agreement.

8. You must use the Contribution solely for the purposes of the Promotional Activity and JetBrains can request proof of its use. The Contribution is the entire amount payable to You, any Organizer and the User Group in connection with the Promotional Activity.

Confirming your activities

9. JetBrains can ask You to provide confirmation of the Promotional Activities and You must provide this confirmation as soon as possible.

Intellectual Property

10. You agree to use Kotlin logos, designs and trademarks in accordance with the Kotlin Brand Usage Guidelines (set out here https://kotlinlang.org/foundation/guidelines.html), and any KotlinConf guidelines and use the assets in the form as provided to You by JetBrains.

11. If the Promotional Activity will use, in whole or in part, another person or company's logos, slogans, designs, patents, copyright, trademarks or other intellectual property, You must obtain the owner's written permission. JetBrains can ask You to provide confirmation of such permission.

Confidentiality

12. You acknowledge that You may receive information which is confidential and proprietary to JetBrains. If You receive any information which a reasonable person would understand to be (JetBrains') confidential information, You agree that You or an Organizer will: (a) not use such information, except in connection with, and to the extent necessary for, the Promotional Activity; (b) not disclose such information to the User Group or any third parties; and (c) maintain the confidentiality of JetBrains' confidential information.

13. If requested by JetBrains, You will immediately return (or, at JetBrains' option, destroy, with certification of such destruction) all copies of any of JetBrains' confidential information that was disclosed to You.

14. Nothing in this agreement is intended to limit the protection of trade secrets under applicable law. Notwithstanding the termination of this Agreement

or its expiry, all obligations relating to information constituting trade secrets survive until such information enters the public domain.

Warranties

15. You agree that the following statements are accurate: (a) the Organizers and/or User Group has the time and resources to undertake the Promotional Activity; (b) the information You have provided in connection with this agreement and the Promotional Activity is true, accurate and complete; (c) the Promotional Activity does not violate any third party's copyrights, trademarks, patents or intellectual property rights; and (d) You are over 18 years of age. If not, You have received valid consent from a parent or legal guardian to sign this agreement and are over the age of 13.

16. You must let us know of any facts or circumstances that would make any of the above statements inaccurate.

17. You confirm ('represent and warrant') that you are not a(n) person/entity, nor are owned, controlled or otherwise related to a person or entity, or are acting on behalf of any person or entity that is targeted by export restrictive, economic sanctions or trade embargoes laws. You also confirm to comply with applicable sanctions and export control laws in connection with the Promotional Activity.

Liability

18. To the maximum extent permitted by the applicable law, JetBrains will not be liable to You, an Organizer or the User Group for any direct, indirect, incidental, special, consequential or exemplary damages, including those for loss of profit, goodwill or data. In any event, to the extent permitted by law, JetBrains aggregate liability arising out of or in relation to this agreement will be limited to one hundred euros.

Suspending or Ending our Support

19. This agreement will begin on the date the last person signs and will end two years after that date, unless it is terminated earlier.

20. JetBrains can, without reason, immediately cease providing You, any Organizer or the User Group with support under this agreement. If requested, You, any Organizer or the User must immediately cease any association with JetBrains.

21. If requested, You must repay any unused portion of the Contribution.

22. Either You or JetBrains can terminate this agreement by giving the other 10 days' written notice. If the User Group breaches any obligations arising under this agreement, JetBrains can immediately terminate this agreement.

General provisions

23. This agreement shall be governed by the laws of the Netherlands. All disputes arising herefrom and not settled by means of negotiations shall be subject to the jurisdiction of a competent court in Amsterdam.

24. This agreement is a complete statement of the agreement between the Parties. It supersedes all prior communications and agreements relating to its subject matter.

25. Any modification of this agreement must be in writing and signed by each Party.

26. You cannot assign this agreement without JetBrains' prior written consent. JetBrains shall be entitled to assign, transfer or delegate any of its rights and/or obligations under this agreement without notice to or consent from You.

27. This agreement may be executed in two or more counterparts, each of which when so executed will be deemed an original, and all of which together will constitute one and the same instrument.

28. Signatures transmitted by electronic means shall be valid and binding in the same manner as an original signature.

Details

Promotional Activity: activities sharing knowledge, information, experiences and news of KotlinConf Global
Timeframe: 15/04/2023
Contribution: $200 (USD)
Bank Details - Bank: Millennium BIM, Bank Address: 2HQM+C44, 1568 Av., Account Name: Inacio Sacataria; Account Number: 362625383, NIB: 0001000000036262538357

The Parties execute this acknowledgement on the date of the last signature below:

JetBrains

By: _____

Name: S.S. Baatenburg de Jong - Karabanova

Title: Managing director

Date: _____

User Group Representative
on behalf of each member of the User Group

By: *Inácio Sacataria*

Name: Inacio Sacataria

Title: *Organizer*

Date: *March 13, 2023*