



Expo Partner Agreement

Name of the Expo Partner:
Address:
Invoice email address:
Contact Person for the event organisation:

1. Scope

Gaia-X is organising the **Market-X Conference & Expo 2023** (hereinafter the “Event”) on **14 and 15 March 2023 in Vienna, Austria**. The Event content, especially the topics, program sequence, date, time, place and registration, can be found on Gaia-X’s Event Website: <https://gaia-x.eu/event/market-x/> (hereinafter the “Event Website”).

1.1 To participate in the Event, the Expo Partner can choose between 4 different packages:

- ☐ (i) The “Platinum” package: for the cost of fifteen thousand (15,000) EUR.
- ☐ (ii) The “Gold” package: for the cost of eight thousand (8,000) EUR.
- ☐ (iii) The “Silver” package: for the cost of three thousand five hundred (3,500) EUR.
- ☐ (iv) The “Bronze” package: for the cost of two thousand (2,000) EUR.

Please select the requested Expo Booth for the Market-X Event on 14-15 March 2023 in Vienna, Austria.

The table below shows the benefits included in the expo booth cost:

	Event-website & Info screens	Expo Space m wide	Video Product	Executive Meeting	Social Media	Guided Tour	Booth Demo	Article Gaia-X Magazine	Main Stage	Podcast	BoD Dinner 13.3.
Platinum	Yes	3m	6 Min & cut off	30 Min	2+2	Yes	Yes	1 page	15 min	Yes	Yes
Gold	Yes	3m	5 Min	15 Min	1+1	Yes	Yes	½ page	-	-	-
Silver	Yes	2m	4 Min	-	1	-	-	-	-	-	-
Bronze	Yes	1m	2 Min	-	-	-	-	-	-	-	-

- 1.2 The set-up of the booth in the defined category is included in the costs listed above. The booth will be ready to use on the morning of 14 March 2023. Gaia-X will provide a layout design template to the Expo Partner based on the type of package selected (Platinum, Gold, Silver, Bronze) by 3 February 2023. The Expo Partner is responsible for implementing their Logo and Information within five working days from the signage of the Expo Partner Agreement. Suppose the Expo Partner has no capacity to insert their Logo and Information on their own; they need to provide Gaia-X with the Logo and Information to be implemented on the booth layout within two working days from the signage of the Agreement. The Platinum Expo Partners will benefit from a monitor in the booth installation. The final approval/clearance of the booth layout is the responsibility of the Expo Partner.
- 1.3 For all Expo Partners, their logo will be part of the Event Website, in the “Partners” section, and on Info Screens at the venue.
- 1.4 The Video Production benefit includes a professional Video recorded at the venue. The video will have a net speaking time according to the table above. There will be a Gaia-X Event intro and Expo Partners’ contact information at the end. The Videos can be published on the Gaia-X website and social media channels. The Videos will be delivered to the Expo Partner 2 weeks after the Event.
- 1.5 Platinum, Gold, and Silver Expo Partners will be part of the social media Campaign of the Event. The Expo Partner shall provide a statement, logo and picture for the post. The posts need to reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other’s work; The Social Media campaign will start from the signage of the Expo Partner Agreement and will end on 31 March 2023.
- 1.6 Platinum and Gold partners have the opportunity to set up an online Meeting with one of the Gaia-X CxOs to discuss Business opportunities, Technical topics, Operational challenges and chances. Based on the topic, the name of the CxO will be decided. This benefit can be requested from the signage of the Expo Partner Agreement and will end on 15 April 2023. The online Meeting will be scheduled according to the parties’ availability.
- 1.7 At the Event there will be Guided Tours in German and English. The guided tours will be held according to a schedule mentioned on the Gaia-X Event Website. After a short general information there will be a tour to the Expo booth where Platinum and Gold Expo partners will have the opportunity to present their service, project, etc.
- 1.8 Special Demos, Lectures, and Presentations will be part of the Agenda for Platinum and Gold Expo Partners.
- 1.9 The Platinum Expo Partners have a 15 Minute presentation at the Plenum (Main Stage); presentation slides have to be in the Event look and style.
- 1.10 Platinum and Gold Expo Partners are featured in the Gaia-X Magazine, April 2023 Edition. The Platinum Expo Partners will be able to publish a 1-page article; Gold Partners will be represented on a half-page article. The submission of the articles can happen from the signage of the Expo Partner Agreement and will end on 20 March 2023.
- 1.11 All Platinum Expo Partners will be guests on the Gaia-X podcast as part of an online round table. The podcast recording will be scheduled based on all parties’ availabilities no later than 15 April 2021.
- 1.12 Platinum Expo Partners are invited to send one person to Dinner with the Gaia-X Board of Directors on 13 March in Vienna, Austria.

2. Terms of Payment

- 2.1 The Expo Partner has to pay the invoice/payment request by the due date indicated in the payment request and, in any case, no later than the 28/02/2023, on the bank account indicated in the form and always mentioning the payment reference.

By signing the payment request, the Expo Partner acknowledges and accepts the present General Conditions. In case of a late (after the 28/02/2023) or missing payment, Gaia-X reserves the right to charge an interest rate.

3. Term and termination

3.1 These General Conditions enter into force at the date of the payment request signature.

3.2 Gaia-X reserves the right to cancel the whole Event or any part of it due to a small number of participants up to two (2) weeks before the Event begins. Gaia-X also reserves the right to cancel the whole Event or any part of it for compelling reasons, including the sickness of one or more speakers.

3.4 If only one or some parts of the Event is or are cancelled, the General Conditions shall remain in force, and the Expo Partner is not entitled to a partial refund of its booth cost.

4. Force Majeure

4.1 If the Event is cancelled or indefinitely postponed due to a case of force majeure, including but without being limited to war, civil riots, secession, fire, flood, earthquakes, governmental restrictions on foreign travel or circumstances related to the Covid-19 epidemic, the General Conditions shall be terminated with immediate effect and Gaia-X shall refund the cost.

5. Independence and conflict of interest

5.1 The General Conditions do not create any relationship of agency or employment, or joint ventures between the Parties. Gaia-X's relationship with the Expo Partner under these General Conditions is limited to the scope indicated in art. 1.

5.2 The Parties confirm that the General Conditions enter into force independently from any business transactions and decisions in relation to the supply or purchase of goods or other services related to the Expo Partner.

6. Transparency

6.1 Gaia-X shall ensure transparency of the Expo Partners in accordance with the applicable local and international laws, regulations and codes of conduct. This may involve communicating to third parties the payments made under these General Conditions.

7. Confidentiality

7.1 All non-public and business-related information, including but without being limited to any materials and documentation relating to the Event provided by or on behalf of Gaia-X, any commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, draft Event plans or concepts, written or oral, disclosed or made available to either Party, directly or indirectly, by or on behalf of one Party or its affiliates through any means of communication or observation, shall be deemed as Confidential Information ("Confidential Information"). The Parties undertake and agree to keep secret and confidential all Confidential Information.

7.2 Disclosure of Confidential Information to third parties requires prior written consent of the disclosing Party.

7.3 The obligations and limitations set forth herein regarding the Confidential Information shall not apply to information which is:

- (i) in the public domain other than by a breach of the General Conditions on the part of the receiving Party; or
- (ii) rightfully received from a third party which has the right and transmits it to the receiving Party without breaching any obligation of confidentiality; or

(iii) rightfully known to the receiving Party without breaching any limitation on use or disclosure prior to receipt of the same from the disclosing Party, as shown by the records of the receiving Party; or

iv) generally made available to third parties by the disclosing Party without any restriction concerning use or disclosure; or

(v) required to be disclosed by law or by a court of competent jurisdiction or by the rules or regulations of an applicable governmental or taxation or regulatory body or authority to whose jurisdiction the receiving Party is subject.

7.4 After the completion of the Event, the termination of these General Conditions or whenever the disclosing Party requires it, the receiving Party may be asked to return and/or delete the Confidential Information. The receiving Party may be permitted to retain copies if required to demonstrate compliance with the General Conditions or with legal proceedings.

8. Intellectual property

8.1 The Expo Partner grants Gaia-X, for the duration of these General Conditions and in the context of their performance only, a non-exclusive, non-transferable, royalty-free, worldwide licence to use the Expo Partner's trademarks or any other intellectual property relating to any distinctive sign of the Expo Partner or its products or services, such as but without being limited to names, symbols, logos, etc.

8.2 The Expo Partner declares and warrants that it holds all the necessary rights to use and to grant a license on this intellectual property.

9. Data protection

9.1 In the context of the Event, either Party may be processing the contact details of its employees or representatives. The Parties acknowledge that, in relation to the processing of such personal data, each Party shall be free to determine the lawful purpose and the means of such processing and, therefore, shall act as separate data controller. In no event shall these General Conditions lead to a situation where the Parties can be considered joint controllers.

9.2 Each Party agrees to comply with its obligations under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any other applicable data protection laws. In particular, each Party shall:

(i) process either Party's personal data for the purpose of (a) managing the contractual relationship; (b) complying with a legal obligation; and (c) responding to requests from a competent supervisory authority or individuals;

(ii) implement and maintain appropriate technical, organisational and security measures that are necessary to protect personal data processed under these General Conditions from any accidental, unauthorised or unlawful use, destruction, loss or damage, as well as from alteration, access or processing personal data.

10. Liability

10.1 The liability of Gaia-X in relation to the performance of the present General Conditions shall be limited to damages caused by gross negligence or wilful misconduct. In addition, Gaia-X shall in no circumstance be liable for any indirect or consequential loss or damage incurred by the Expo Partner (including but without being limited to loss of profit, damage to the reputation, etc.).

10.2 In any event, Gaia-X's liability cannot exceed the amount of the Expo Partnership.

11. Miscellaneous

11.1 If any provision in the General Conditions is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of these General Conditions, and the legality, validity or enforceability of the remainder of the General Conditions shall not be affected. The Parties shall immediately replace the provision with a valid provision having a similar effect.

11.2 The General Conditions constitute the Agreement between the Parties, and supersede and replace any prior or contemporaneous communication, representation or agreement between the Parties, whether express or implied, oral or written, including all previous agreements with regard to the subject matter of the General Conditions, as well as all negotiations, conversations and discussions between the Parties. The Parties will, therefore, not be able to derive any rights from prior agreements.

11.3 Any adaptation or amendment of these General Conditions shall only bind the Parties to the extent that this adaptation or amendment has been made in writing and has been explicitly agreed by each of the Parties.

12. Disputes

12.1 The present General Conditions shall be governed by and construed in accordance with the laws of Belgium.

12.2 Any dispute relating to the interpretation, performance or termination of the General Conditions shall be submitted to the exclusive jurisdiction of the Belgian courts. Without prejudice of prior negotiation, the Parties shall, in first instance, submit any dispute relating to the interpretation, implementation or termination of the General Conditions to mediation. The Parties shall appoint a mediator from among the mediators approved by the Federal Mediation Commission.

The mediation shall start no later than 15 days after the request for mediation is notified by one Party to the other Party, and the duration of the mediation shall not exceed 30 days, unless the Parties expressly agree. If, at the end of the aforementioned period, no mediation agreement is reached, only the Belgian courts shall have jurisdiction to hear their dispute

By signing the Expo Partner Agreement, you agree to deliver the listed items according to the timeline abovementioned to ensure the production of your Expo Booth and utilise your benefits.

By signing the Expo Partner Agreement, you agree to register all Market-X Event attendees affiliated with your organisation on the event website.

The Expo Partner Agreement is valid only upon return signature from the Gaia-X Association.

Date
Signature Expo Partner

Date
Signature Gaia-X Association