

## USA SPECIFIC PROVISIONS SCHEDULE (EVENTS)

For clients located in the United States, the following US-specific provisions below will replace or supplement the equivalent provisions in the agreement entered into between With Intelligence Limited and the Client ("**Agreement**") as noted::

### 1. Section 1 (Interpretation)

**Applicable Data Protection Laws:** means any and all applicable laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer (including cross-border) of personal information, including but not limited to the Federal Trade Commission Act, California Consumer Privacy Act (CCPA), Gramm-Leach-Bliley Act (GLBA), General Data Protection Regulation 2016/679/EU (GDPR), and any and all applicable laws relating to breach notification or marketing in connection with personal information.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the United States are open for business.

2. Add new clause 2.8. EXCEPT AS OTHERWISE LISTED IN THIS AGREEMENT, WITH INTELLIGENCE MAKES NO WARRANTIES, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

### 3. Section 4 (g) (Insurance)

If the Event is a physical event, it has in place and shall maintain in force for an adequate period after the Event public liability insurance with a limit of at least \$10,000,000 (or such alternative limit as is expressly agreed by With Intelligence in writing) per claim, covering the Event and the Event Venue, and to cover any loss, damage or claim arising directly or indirectly by the public's use of the specific product or services being promoted by the Client at the Event and the Client shall, on request by With Intelligence, provide to With Intelligence a copy of such insurance policies and a receipt for payment of the current premium.

### 4. Section 4.7 (Cancellation Charges)

The Client may cancel the Sponsorship Package provided that the Client pays the following fees in respect of such cancellation, being:

- a) 50% of the Price (including applicable taxes) where With Intelligence receives notice of the cancellation more than 12 weeks prior to the start date of the Event;
- b) 80% of the Price (including applicable taxes) where With Intelligence receives notice of the cancellation between eight and 12 weeks prior to the start date of the Event; and
- c) 100% of the Price (including applicable taxes) where With Intelligence receives notice of the cancellation less than eight weeks prior to the start date of the Event.

### 5. Section 9.4 (Taxes).

All prices (including the Price) quoted by With Intelligence in respect of this agreement are exclusive of applicable taxes. With Intelligence will charge, and the Client will pay, all applicable taxes in connection with the Services, including but not limited to, sales, use, excise, business, goods and services, consumption, withholding, and other similar taxes and duties, as well as penalties and interest, if any, which shall be added to With Intelligence's invoices at the appropriate rate.

## 6. Section 12 (Limitation of Liability)

13.1 In no event will a party be liable to the other party for any: (i) indirect, special, punitive, exemplary, incidental or consequential damages; or (ii) direct or indirect damages arising from loss of business, data, profits, or goodwill, in each case, whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Agreement, whether or not such party knew or should have known of the possibility of any such damages.

13.2 Subject to clauses 13.1 and 13.3, under no circumstances will With Intelligence's aggregate liability to the Client for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Agreement, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise exceed the Price paid by the Client for the relevant Package under the Agreement.

13.3 Notwithstanding anything else to the contrary, in respect of a defaulting party, nothing in the Agreement limits or excludes liability for: (i) personal injury or death caused by the defaulting party's negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. Nothing herein limits the Client's fees payment obligations under the Agreement.

7. Section 16.5 of the Agreement is hereby deleted.

## 8. Section 17 (Governing Law & Jurisdiction).

17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by the laws of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction will be disregarded), and each party irrevocably agrees to submit to the exclusive jurisdiction of the federal courts of the State of New York and agree not to plead or claim that any such action has been brought in an inconvenient forum.