

QS Quacquarelli Symonds Limited
1 Tranley Mews
Fleet Road
London NW3 2DG
United Kingdom
VAT Number: 314801629



Fundación para el conocimiento Madri+D
C/ Maestro Ángel Llorca, 6
piso 3
Madrid 28003
Spain

Sales Order:SO59414

SALES ORDER CONFIRMATION

Qty	Item	Total
1	TopUniversities : Display advertising <ul style="list-style-type: none">• Branding and visibility to a targeted audience• Impressions goal:• Targeting (contextual targeting, geo-targeting):• Monitoring and optimisation of performance by the QS team• Reporting provided	€9 575,00
1	TopUniversities : Bespoke Bespoke city guide + landing page	€10 000,00
1	TopUniversities : Spon. Content Article: Diamond <ul style="list-style-type: none">o In-depth featureo Complex topic, longer word counto Reporting provided	€4 025,00
1	TopUniversities : Email Campaign Email <ul style="list-style-type: none">• Number of contacts:• Targeting:• Use of own template or a choice of QS-designed template• Support with template setup and email optimization• Reporting provided	€10 000,00
1	QS Higher Ed Summit: Americas 2023 Physical Exhibition Booth	€6 400,00
Total		€40 000,00

Plus VAT where applicable

BOOKING DETAILS

- Name of your institution for signage at the events: Fundación Madri+d
- Name of your institution for QS websites: Fundación Madri+d
- Name of your institution for Event floorplans (40 characters max): Fundación Madri+d
- Our recommended shipping company is OCS, they will be in touch directly

CONTACT DETAILS

- Logistics – all logistics information will be sent to:
- Outreach – all candidate data and login information will be sent to:
- Advertising - all advertising information will be sent to:
- Invoicing - all invoicing will be sent to: Federico Morán fmoran@madrimasd.org

Please provide a Purchase Order number if this is required to enable payment to be made:

If any of the details above are incorrect, please email your Account Manager or customerservice@qs.com

Combined Online and Events Terms and Conditions

These Combined Terms governing Online and Events Products ("Terms") are entered into by and between QS Quacquarelli Symonds Ltd having its office at 1 Tranley Mews, Fleet Road, London, NW3 2DG, United Kingdom ("QS"), and the customer signing these Terms or any document that references these Terms or any 3rd party that is acting on and/or accepts these Terms on behalf of the customer ("Customer").

Definitions

1.1 In these Terms the following terms have the meaning ascribed to them:

"Agreement"	Means these Terms, Appendix 1 and Appendix 2, any Schedules annexed hereto, and any applicable IO, the communication guidelines explaining how the Exhibitor can use the Candidate Data and, if applicable, the Standard Contractual Clauses entered into between the QS and the Customer.
"Renewal Date"	Means the day on which when the Initial Term finishes and each subsequent period (each such period being equal in length of time to the Initial Term) thereafter.
"Campaign"	A Traffic Generation Campaign and/or a Lead Generation Campaign (as defined within the Online terms)
"Candidate Data"	Means information relating to individuals who interact with an advertisement or material relating to the Services and/or who registered to attend an event at which the Customer is an exhibitor, as the case may be
"Event"	any event set up by the QS which the Customer has booked to attend.
"Initial Term"	The time period for which the Services are initially booked to run – usually either 6 months or 12 months.
"Intellectual Property Rights"	Means patents, trademarks, copyright, design rights, database rights, domain names, (in each case whether registered or not), and anything related thereto or similar from time to time.
"IO"	Means insertion orders/release orders or service agreements executed between the Parties .
"Season"	Spring (January to June each year) or Fall (July to December each year) as applicable.
"Services"	means the services, products or deliverables provided by QS to the Customer as agreed between the Parties and set out in this Agreement.
"Specification"	means the document(s) provided by QS to the Customer which give further detail on the product purchased .

1.2 Within these Terms:

- (a) QS and Customer shall be collectively referred to as the "Parties" and each individually as the "Party".
- (b) Reference to a "Schedule" or "Appendix" shall be a schedule or appendix to this Agreement.
- (c) Where the context so admits, words importing the one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- (d) A reference to a statute, statutory provision or other legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.

QS and the Customer hereby agree and acknowledge:

2.1 These Terms govern the relationship between QS and Customer for the Services.

2.2 Appendix 1 and Appendix 2 shall be applicable according to which services are being provided by QS.

Execution of the Agreement

3. These Terms and the Agreement may be executed in separate counterparts that will together form a binding contract and can be executed by the exchange of emails giving approval where these approvers are authorised signatories of each one of QS and the Customer. The email approval will be held with an electronic copy of the entire Agreement.

Supply of Services:

4.1 QS shall supply the Services to the Customer in accordance with the Specification in all material respects.

4.2 QS shall use all reasonable endeavours to meet any performance dates specified in Appendix 1 and 2, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 QS reserves the right to amend the Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and QS shall notify the Customer in any such event.

4.4 QS warrants to the Customer that the Services will be provided using reasonable care and skill.

QS Obligations:

5.1 QS shall use reasonable endeavours to manage, complete or supply the Services (as the case may be) in accordance with this agreement in all material respects.

5.2 QS shall use reasonable endeavours to meet any agreed performance dates but any such dates shall be estimates only and time for performance by QS shall not be of the essence of this agreement.

Customer Obligations:

6.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with QS in all matters relating to the Services;
- (c) provide QS with such information and materials as QS may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) prepare the Customer's premises for the supply of the Services;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) comply with all applicable laws, including health and safety laws;

6.2 If QS's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) without limiting or affecting any other right or remedy available to it, QS shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays QS's performance of any of its obligations;
- (b) QS shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from QS's failure or delay to perform any of its obligations where such failure or delay is due to Customer Default; and
- (c) the Customer shall indemnify QS on written demand for any costs or losses sustained or incurred by QS arising directly or indirectly from the Customer Default.

Charges and Payment:

7.1 Customer shall be responsible for all fees and charges, and shall pay all charges in the designated currency or in such other currency as agreed to in writing by the parties.

7.2 All fees shall be paid within 30 days of date of the invoice to which it relates. VAT and any other taxes, withholding taxes, duties or levies shall be paid in addition by the Customer at the then prevailing rate.

7.3 Any early bird booking discount is applicable for any booking received prior to the early bird deadline and only if payment is received within 30 days of the invoice date

7.4 The Customer understands that where the term of any Service automatically renews in accordance with clause 9.1 then QS may change the fees for that Service with effect from the start of each Renewal Date by giving the Customer at least 60 days' prior written notice.

7.5 If the payment is not received by QS as per the payment terms, then, in addition to any other rights and remedies available to QS, the Customer may be refused participation in an Event, and/or the Campaign may be terminated at the sole discretion of QS and QS reserves its right not to display the Campaign on any QS Site.

7.6 Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes.

7.7 Customer is responsible for paying:

- (a) all taxes, government charges; and
- (b) reasonable expenses and attorney fees QS incurs collecting late amounts.

7.8 To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge.

7.9 Nothing in the Agreement obligates QS to extend credit to any party.

Liability and Indemnity:

8.1 Nothing in this Agreement shall limit or exclude QS's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; and
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause (a) to (c) above, QS shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of revenue or profit, loss of business, loss of opportunity, damage to reputation or wasted management time (in each case whether direct or indirect), or any indirect or consequential loss arising under or in connection with the Agreement

8.3 QS and its authorized representatives/associates shall not be liable to the Customer for any loss and/or damages (including, but not limited to: direct or indirect, special, incidental and/or consequential damages) of any nature howsoever arising in connection with any Site or any linked website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure - even if QS or representatives thereof, are advised of the possibility of such damages, losses or expenses.

8.4 Further, the parties also agree that QS will not be liable for any delays/interruptions due to any electronic or mechanical equipment failures, scheduled or unscheduled maintenance, problems/defects with hardware and/or software including incidental devices,

8.5 Parties unequivocally agree that QS shall not be mandated/required to make any alternative arrangements for access to any QS Site in such scenarios.

8.6 In all other instances total liability of QS shall be limited to 100% of the total amount paid by the Customer in relation to the specific part of the Services which gave rise to the claim.

8.7 Customer shall indemnify and keep indemnified QS against all losses, damages, costs, charges and expenses whatsoever arising from or in consequence of:

(a) any breach by Customer of any part of the Agreement; and

(b) any loss suffered by QS as a result of default or negligence of Customer or any of its agents, sub-contractors, invitees or employees; or

(c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of Customer) arising from the default or negligence of Customer or from any breach by Customer of any part of the Agreement.

8.8 Customer is responsible for and will indemnify and keep indemnified QS against all injury, loss or damage arising in connection with the erection, use and dismantling of its stand and exhibits and anything done on or from the Customer space caused directly or indirectly by Customer or any contractor, sub-contractor, agent or invitee of Customer or visitor to the Customer space or by any exhibit, machinery or other item belonging to or introduced by any such person.

Term and Termination:

9.1 The Agreement will commence on the date of signature of these Terms. Each individual Services will commence on the date agreed between the Parties and the Services will terminate dependent on the type of Service being purchased, as follows:

(a) for in-person and/or virtual events – Where participation at individual events has not yet been agreed, the Customer will inform QS of the events that it wishes to attend during each Season of the Initial Term and the Service will expire at the end of the last Season purchased.

(b) for advanced profiles - This Agreement shall continue for the Initial Term and thereafter will automatically renew on an annual basis at each Renewal Date unless terminated in accordance with this clause. The Customer or QS are able to terminate the agreement at the conclusion of the Initial Term or at each Renewal Date thereafter by giving the other party written notice of termination no later than 30 days prior to the end of the Initial Term or subsequent Renewal Date as applicable. Such notice of termination will then take effect upon the completion of the Initial Term or at the Renewal Date as applicable.

(c) for all other Services not specifically listed above the obligations in relation to that Service will terminate once that individual Service has been completed.

9.2 The Agreement will terminate when all Services provided under the Agreement are completed or the Agreement has been terminated in accordance with 9.3 below.

9.3 Without prejudice to any other rights it may have QS may terminate the Agreement by notice in writing:

(a) if the whole or any part of the amounts due from Customer to QS are not paid within fourteen days of the due dates (whether formally demanded or not); or

(b) if Customer fails to observe or fulfil its obligations under the Agreement; or

(c) if an order is made or a resolution is passed for the winding up of Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of Customer, or an order is made for the appointment of an administrator to manage the affairs, business and property of Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Customer, or notice of intention to appoint an administrator is given by Customer or its directors or a receiver or administrative receiver is appointed of any of Customer's assets or undertakings, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of Customer, or if any other person takes possession of or sells Customer's assets, or Customer makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way or, being an individual, a bankruptcy order is made against Customer, or it enters into any compromise or arrangement with its creditors, or any event occurs in a foreign jurisdiction analogous to, or comparable with, any of the above.

9.4 Upon termination Customer shall remain liable to pay QS the amounts due from it under the contract to exhibit booking form prior to such termination.

Consequences of Termination:

10.1 On termination of the Agreement the Customer shall immediately pay to QS all of QS's outstanding unpaid invoices and interest.

10.2 For the avoidance of doubt any and all charges due under clause 7 will remain due and payable up to and including the date of termination and, in respect of charges for which no invoice has yet been submitted, QS shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.3 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

Intellectual Property Rights:

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by QS.

11.2 The Customer grants QS a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to QS for the term of the Agreement for the purpose of providing the Services to the Customer.

Data Protection:

12.1 QS and the Customer both agree to comply with any applicable privacy and data protection laws (the "Privacy Laws").

12.2 Each party must:

- (a) provide to the other party all assistance as is reasonably required to assist the other party in complying with its obligations under any Privacy Laws; and
- (b) notify the other party if it becomes aware of any breach or alleged breach of its obligations under this clause; and
- (c) take all reasonable steps to ensure that any personal data held by it is protected against misuse and loss, or unauthorised access, modification or disclosure, including without limitation undertaking any staff training as may be required.

Confidentiality:

13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Force Majeure:

14.1 Neither Party shall be liable to the other for any delay, or loss arising therefrom, caused by unforeseen events beyond the reasonable control of the Party including but not limited to epidemics, pandemics, natural disasters, strikes, walkouts, riots, lockouts, war, civil disturbance, fire, unforeseeable accidents, armed conflict or terrorist attack, damage caused by aerial object or aircraft, including satellites or space debris, any law or any action taken by a government or public authority, and the non-performance by suppliers or subcontractors.

Candidate Data:

15.1 QS may make available Candidate Data to the Customer.

15.2 Customer's use of the Candidate Data is governed by these additional terms:

(a) Candidate Data provided to the Customer by the QS must only be used to promote the Customer's programs, scholarships and other activities ("Business Purpose"). Use of the Candidate Data for any other purpose shall be a material breach of the Agreement.

(b) Candidate Data is likely to contain personal data (as defined in the UK Data Protection Act 2018). QS, as data controller (as defined in the UK Data Protection Act 2018), agrees to make the Candidate Data available to the Customer. Subject to the terms and conditions contained in the Agreement, the Customer will be acting as data controller in common with QS in relation to the Candidate Data.

(c) The Customer agrees to comply with all applicable data protection laws, which includes the EU Data Protection Directive (Directive 95/46/EC), the UK Data Protection Act 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any other data protection or privacy laws and regulations, orders and the equivalent applicable, as amended and in force from time to time.

(d) If required by QS, the Customer agrees that it will complete all details for and enter into the standard contractual clauses for the transfer of personal data from the European Union to controllers established in third countries that do not ensure an adequate level of protection (controller-to-controller transfers), as set out in the Annex to Commission Decision (EU) 2021/914 ("Standard Contractual Clauses"). The parties will co-operate to register the Standard Contractual Clauses with any supervisory authority in any member state of the European Economic Area or to procure approval from any such supervisory authority (as the case may be).

(e) The Customer agrees to not share the Candidate Data with any third parties. The Customer shall only make copies of the Candidate Data to the extent necessary for fulfilling the Business Purpose and not do anything that may materially damage the reputation of QS.

(f) Additionally, the Customer agrees to have in place appropriate technical and organisational security measures so that the Candidate Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. This includes taking reasonable steps to ensure the reliability of its employees with access to the Candidate Data.

(g) If a security breach occurs (meaning if there is any unauthorised or unlawful processing, or any unauthorised or accidental loss of, damage to, alteration of, destruction of, or disclosure of any Candidate Data), Customer shall:

- (i) immediately notify QS of the security breach;
- (ii) give QS full co-operation and assistance in dealing with the breach;
- (iii) implement and comply with any reasonable steps and actions QS requires to minimise or stop the breach and/or to prevent a similar breach reoccurring;
- (iv) not respond to any third parties or their advisors until QS and the Customer have jointly determined a communication and response strategy in relation to the breach.

(h) On termination of this Agreement, the Customer will cease to be able to use the Candidate Data and will return all copies of the Candidate Data in its possession.

(i) Customer shall fully indemnify and hold harmless QS as a result of any breach of this clause 17.

Applicable Law and Jurisdiction:

16.1 This Services, events and websites are created and controlled by QS in London, United Kingdom; as such the laws of England shall apply and the Agreement shall be governed and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute arising therefrom.

16.2 QS reserves its right to make changes to the site and the terms, conditions and disclaimers.

General Terms:

17.1 The Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number/sales invoice) or oral discussions are void.

17.2 QS may modify these Terms at any time without liability, upon giving written notice to the Customer and Customer's future booking of a Campaign or non-cancellation of any currently active or pre-booked Campaign after these Terms have changed constitutes Customer's acceptance of the new Terms.

17.3 Customer may grant approvals, permissions, extensions and consents by email, but any modifications by Customer to the Agreement must be made in writing and executed by both parties.

17.4 Customer may not assign any of its rights hereunder without the prior written approval of QS.

17.5 Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership between QS and Customer. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

17.6 Notice to QS must be sent to No.1 Tranley Mews, Fleet Road, London NW3 2DG via Registered post or overnight courier, and are deemed given upon receipt.

17.7 Notice to Customer may be effected by sending an email to the email address specified by the Customer (by email or otherwise).

17.8 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

17.9 A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.10 A person who is not a party to the Agreement shall not have any rights to enforce its Terms other than as specified in clause 15.1.

17.11 The Customer agrees not to offer or give to any person employed by or on behalf of QS any gift or consideration of any kind as an inducement or reward for any act in relation to the performance by QS of the Services. Any breach of this condition by the Customer (or by anyone employed by or acting on their behalf) will entitle QS to terminate this agreement with immediate effect.

17.12 If there is any inconsistency or conflict between these Terms and any appendices, schedules or addendums which form part of this Agreement then these Terms shall take precedence unless it is clearly intended otherwise.

17.13 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes and replaces in its entirety any other previous agreement or understanding relating to the Services detailed herein

17.14 Except as set out in this Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the parties.

Appendix 1: Events Terms

Defined Terms

“Venue” shall mean the venue where the Event shall take place (if any).

Promotion

1. The Customer agrees to promote its presence at all Events it attends. This includes, but is not limited to, listing the Events on events calendars (both school websites and third party sites), newsletter announcements, and two dedicated emails to local lead databases.

Allocation of Space

2. QS shall allocate the space at the Event to the Customer as it deems fit. QS reserves the right to change the space allocated to Customers at any time prior to the commencement of the Event should circumstances demand and, to alter the space, to transfer or close entrances and exits to the Event facilities and to undertake other alterations as may be necessary.

Use of Exhibition Space

3.1 Customers are only entitled to exhibit the announced products/services detailed on the Participation Form.

3.2 Customers are not allowed to sub-let or assign their stands to other parties either wholly or in part without the prior written consent of QS.

3.3 Customer may not permit non-exhibiting companies' representatives to conduct business on its space

Cancellation and/or reduction

4.1 Spring/Summer Events: Cancellation within 30 days of booking and before 1st January will require 50% of total cost to be payable. Cancellation on or after 1st January will require 100% of total cost to be payable. Fall Events: Cancellation within 30 days of booking and before 1st July will require 50% of total cost to be payable. Cancellation on or after 1st July will require 100% of total cost to be payable.

4.2 In the event of cancellation, the Customer shall be liable for all sums which have already fallen due for payment, this will include the non-refundable deposit.

Fire Risks and Safety

5.1. Customers will adhere to all fire and safety regulations which affect the Event. Aisles and fire exits must be kept clear of exhibits. All materials used for the interiors of stands must be thoroughly fire-proofed to the satisfaction of the Venue's fire advisor and failure to do so may result in the removal of all offending fittings. Plastics should not be used in the construction of stands without special permission of QS.

5.2 The Customer shall, and shall procure that their staff, contractors or workers, on discovering an outbreak of fire, however slight, follow the Venue's fire procedures.

5.3 Customer will notify QS if he/she, or any person proposes, in connection with the Event, to bring into the Venue any substance or article which might potentially be hazardous, and will ensure that any requirements which QS may impose in relation to dealing with that substance or article are complied with. In this condition, “hazardous” means, in relation to any substance that in the opinion of QS may create a risk of fire, explosion or the release of noxious gases, or which may soil or cause damage to the Venue or its contents, or which may cause any risk to the health or safety of occupants of the Venue.

Changes in venue and/or duration of Events

6. QS reserves the right to change the venue, delivery method (ie from a physical event to a virtual online event) and duration of the Event. In the event of a change of venue, delivery method and/or duration, this Agreement shall remain in force so long as the Customer is informed at least one month prior to the Event date.

Press/Publicity

7.1 Photographs, film footage, video and radio recordings may be taken during the Event. These photographs, films, videos and radio recordings may be used by the QS for marketing and promotional purposes. The Customer procures that it will notify its representatives and personnel attending the Event of this fact. Should the Customer's personnel and representatives not wish to be a part of any promotional activity, the Customer must advise the QS event manager of this fact upon arrival at each Event.

7.2 Intellectual Property Rights in all press and publicity material is retained by the QS..

Removal of Exhibits

8. All exhibits must remain fully intact until the Event has officially ended. Exhibits must be removed from the Event by the time specified in the Customer's service manual or by such time as may be indicated by a representative of QS. If Customer fails to remove an exhibit in the allotted time, QS reserves the right, at Customer's expense, to ship the exhibit using a carrier of QS's choosing or to place the exhibit in a storage warehouse, each without any liability to QS.

Anti harassment

9. QS is committed to having a work environment where everyone is treated with dignity and respect. QS does not tolerate bullying, harassment and/or victimisation and expects everyone working with QS (including Customers, visitors and guests) to behave respectfully towards others. The Customer shall, and shall procure that its personnel also shall, act in accordance with this clause 11 whilst engaged at the Event..

Security

10. General security will be provided by the Venue during the period of installation, show and dismantling, but neither the Venue nor QS will be responsible for Customers' equipment/material if lost or damaged. Customer agrees that the provision of such general security by the Venue constitutes adequate discharge any obligations of QS to supervise and protect Customer's property in connection with an Event. Customer may furnish additional security at its own expense through the official security provider.

Events Affected by Covid

11.1 If, in the sole opinion of QS, acting reasonably, the venue chosen for an Event is or is likely to be negatively impacted by either Covid or the Covid related rules and guidelines in place within the territory where the Event is scheduled to take place then QS reserves the right at any time to:

a) change the format of an Event from a physical event to a virtual online event. The Customer's booking will automatically transfer to the corresponding virtual event. If there is a price difference between the physical and the virtual event then the customer will be given credit to the value of the price difference. This must be used for booking events hosted by QS.

11.2 If the Customer is unable to attend any Event for a Covid related reason then the cancellation rules specified at clause 4 of this Appendix 1 shall apply.

11.3 Both Parties agree to follow all relevant rules, measures and guidelines relating to Covid prevention, both generally in the territory where the Event is taking place and specifically in the Venue where the Event is taking place.

Appendix 2: Online Terms:

Defined Terms:

"Advertisement" means all advertising content, advertising information, and advertising URLs which form part of the Services under the Agreement.

"Customer Webpages" means all websites, services and landing pages to which Campaigns link or direct viewers to.

"HQL" stands for high quality lead which means a person who has shown explicit interest in Customer or a Customer program or Lead Generation Campaign and has completed a form and agreed to be contacted by the Customer and/or QS counsellor

"Lead Generation Campaign" means all advertising content, advertising information and other promotion of the Advertisement or Material which runs on QS websites to raise awareness of the Customer and programs and to encourage traffic to landing pages where candidates will fill in an enquiry form to opt in to be contacted by a Customer representative QS counsellor and/or Customer to receive more information.

"Material" means any school or course description and application dates relating to the Customer's business.

"Modification Period" stands for the period of 7 days after receipt by QS of the Advertisement and/or Material.

"Partner" means subsidiary, parent company or other subsidiary of a parent company

"Policies" means QS privacy policy, QS trademark guidelines and QS ad specification requirements.

"Sites" means the websites registered to and operated by QS

"Target" means all advertising targeting options and keywords as agreed between the Parties.

"Traffic Generation Campaign" means all advertising content, advertising information and other promotion of the Advertisement or Material which runs on QS websites to raise awareness of the Customer and its programs and to encourage traffic to the Customer's website, service or landing page.

Policies

1. Campaigns are subject to all applicable QS Policies. Policies may be modified at any time. QS may at its own discretion and without notice modify Advertisements, Material or Campaigns to comply with Policies.

Traffic Generation Campaigns

2.1 Customer is solely responsible for:

- (a) Targets and Advertisements, whether generated by or for Customer; and
- (b) providing QS with all relevant Advertisements by the due date set forth in the Schedule annexed hereto or as otherwise communicated by QS; and
- (c) all Customer Webpages and the advertised products and services that the Customer Webpages relate to.

2.2 Customer further agrees and acknowledges that all Campaigns must start within 30 days of the agreed Schedule.

Lead Generation Campaigns

3.1 QS will run Lead Generation Campaigns during the term agreed with the aim of providing the number of HQLs specified in the quotation.

3.2 HQL will have confirmed email, name, surname, nationality, country of residence, interest in the Customer school or specific Customer program and any other data fields as agreed in writing by the Parties. HQL will have opted-in to being contacted by both the Customer and QS therefore can be contacted by both Parties separately.

3.3 Customer has the right to reject any HQL supplied by QS, if Customer can demonstrate that the HQL has already started an application to Customer prior to the date on which QS shared the HQL's contact details. Such application must involve a successful phone call or email exchange between Customer and HQL and be less than 12 months old.

3.4 Customer is responsible for providing QS with all relevant logos and school descriptions and up to date Materials by the due date set forth in the Schedule annexed hereto or as otherwise communicated by QS.

Campaign Advertisements and Materials

4. Customer agrees and acknowledges that:

- (a) if QS receives any Advertisement or Material after the required due date, QS reserves the right to publish the updated Advertisement or Material at a time of its choosing; and
- (b) the Advertisement or Material (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects upon completion of the Modification Period) and QS reserves the right to refuse to accept any change to any Advertisement or Material supplied after the Modification Period; and
- (c) the Advertisement or Material may be placed on any Site ; and
- (d) QS may modify any Campaign at any time without liability; and
- (e) QS or Partners may reject or remove any Advertisement, Material or Target at their sole discretion.
- (f) QS reserves the right at its sole discretion and without notice to the Customer to decline to publish, or omit, alter, suspend or change the position of any Campaign or the Customers participation in any Campaign, otherwise accepted for insertion, or publication.

Campaign Amendments

5.1 Customer may amend the start date of a Campaign with prior written notice to QS, such notice to be received by QS at least 14 days before the originally agreed Campaign start date as set forth in advance by QS. Where no start date or commitment date is specified then the Campaign will start 30 days from booking confirmation.

5.2 Campaigns may be published on the originally agreed start date if amendment of the start date of those Campaigns occurs within 14 days of the start date specified in 5.1 above. In such cases Customer will be liable for all payment obligations for such Campaigns.

5.3 If Customer fails to provide the Material by the required date, the Campaign will be deemed live on the start date specified in 5.1 above and the Customer will be liable for all payment obligations for such Campaigns.

5.4 Booked Campaigns must be used within 12 months of the booking date.

Prohibited Uses; License Grant; Representations and Warranties:

6.1 Customer represents and warrants that it holds and hereby grants QS all rights (including without limitation any Intellectual Property Rights) in Campaigns and Customer Webpages needed for QS to operate Campaigns (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Campaigns in connection with this Agreement ("Use").

6.2 Customer further represents and warrants that:

- (a) all Customer information is complete, correct and current; and
- (b) any Use hereunder and Customer's Materials, Campaigns, and Customer Webpages will not violate or encourage violation of any applicable laws, regulations, code of conduct, third party contract or third-party rights (including without limitation intellectual property rights); and
- (c) Customer has obtained the authority of any applicable living person to make use of his or her name, identity, image, representation and/or copy where the name or picture of such person, or any part of such person, or material by which that living person may be identified, is contained in a Campaign; and
- (d) the Material complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) and applicable laws for the time being in force or applicable to the United Kingdom; and
- (e) all material submitted to QS are legal, decent, honest and truthful, and comply with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority; and
- (f) in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), Customer is, or its content have been approved by, an authorised person within the meaning of the Act or the Campaign is otherwise permitted under the Act, under the Financial Promotion Order 2001 or under any other legislation subordinate to the Act; and
- (g) the Customer has the right and/or authority to enter into the Agreement; and
- (h) the Customer is/are a business, not a consumer; and
- (i) all Materials, files, tags or other electronic information is free of viruses and/or other computer programming routines that may damage, interfere with, or expropriate any system data or information of QS.

6.3 Customer shall not, and shall not authorize any party to:

- (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; or
- (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect QS advertising related information from any Campaign website or Site except as expressly permitted by QS; or
- (c) advertise anything illegal or engage in any illegal or fraudulent business practice.

6.4 Violation of the foregoing may result in immediate termination of this Agreement or Customer's account without notice and may subject Customer to legal penalties and consequences.

Indemnification:

7.1 Customer shall indemnify and defend QS, its Partners, agents, affiliates, and licensors from any third party claim or liability (collectively, "Liabilities"), arising out of Use, Customer's Campaign use, Materials and Services and breach of the Agreement. Partners shall be deemed third party beneficiaries of the above Partner indemnity.

Disclaimer:

8.1 QS makes no guarantee to Customer regarding positioning, levels, or timing of Campaigns referred to herein and/or as more particularly described in any Schedule or IO annexed hereto.

8.2 QS will use reasonable endeavours to comply with the reasonable instructions of the Customer but QS does not warrant the date of any publication or insertion, the wording or the quality of the reproduction of the Campaign and will have no liability whatsoever in that regard.

8.3 QS shall not be responsible to Customer or liable for:

- (a) checking the correctness of the Material in the form it is received from the Customer; and
- (b) any error in the Material in the form it is received from the Customer; and
- (c) the wording, representation, placement or quality of colour or mono reproduction of the Material; and
- (d) the actual positioning or prominence of the Material on the Site; and
- (e) the audience/circulation of the Site or distribution of the Site in a specific geographical area; and
- (f) any failure of the Material to meet or generate any target response levels or page impressions; and
- (g) any loss whatsoever caused by delay or failure by QS to issue or make the Site available on the due date (or such other date of release, display or publication, as the case may be), or QS's decision to suspend the Site or cease the Site altogether; and
- (h) any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Campaign being submitted by the Customer in electronic form that is in breach of the warranty at Condition 6.2 (b) above.

8.4 For the avoidance of doubt and notwithstanding the above, to the fullest extent permitted by law, QS disclaims all warranties, express or implied, for non-infringement, satisfactory quality, merchantability and fitness for any purpose.