

CONFERENCE SPONSORSHIP TERMS AND CONDITIONS

Conference title: “New Generation Photovoltaics for Space”

Conference acronym: PVSPACE-23

Conference holding place and date: 5 to 7 July 2023, Rome, Italy.

Conference Organization Host: Iritaly Trading Company Srl, Via Volturmo, N.58, 00185 Roma, Italy.

Terms and Conditions:

1. Sponsorship Materials must be provided no later than the deadline specified by Host and meet technical specifications required;
2. Sponsor represents and warrants to Host that any landing page and/or destination site linked to or referred to from Sponsorship materials (“ Sponsor’s Site ”), or any collateral materials, promotional materials, publicity or information materials produced by Sponsor relative to the Conference will (a) be decent, honest and truthful, (b) comply with the provisions of any applicable law, regulation or code of practice, (c) not be libelous or obscene, (d) not infringe the rights of any person (including any person's intellectual property rights); (e) not be prejudicial to the image or reputation of Host or the Conference; (f) be free from viruses, adware, malware, and/or bit torrents, (g) not cause an adverse effect on the operation of the Conference Website, and (h) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice;
3. Host reserves the right to request Sponsor to amend any conference and/or sponsorship materials including online content, collateral materials, signage, handouts, giveaways and/or booth activities if not in the best interest of the conference. If, after notice to Sponsor and consultation with Sponsor, any of the above materials are still determined in Host’s sole discretion to be outside the best interest of the event, Host has the right to veto materials;
4. Host and Sponsor hereby grants the other permission to use its trademarks solely in the performance of the conference sponsorship terms and conditions. Any inclusion of the trademarks for use in creative materials, graphics, artwork, copy or press releases not specifically defined herein, must be pre-approved in writing by the owner of the trademark. Host and Sponsor acknowledge and agree that such trademarks are and shall remain exclusive property of the owner, and this conference sponsorship terms and conditions does not confer any right or interest in such trademarks, except as specifically provided herein;
5. Host will make every good faith effort to timely receive and process Sponsor materials. Sponsor is responsible for delivery of all conference materials to Host including but not limited to reference materials, digital materials, display materials and collateral to Host and/or Host’s designated conference delivery receipt site or address. Host accepts no responsibility for any interruption or delays the Sponsor experiences in delivering any Sponsorship materials to Host nor any loss or damage to any Sponsorship materials. The Sponsor accepts full responsibility for retaining sufficient quality and quantity of all materials supplied to Host as well as any protection for damage or loss of said materials;
6. Host will make all reasonable best-practice efforts to assure continuous, uninterrupted access to Sponsorship materials on the Conference Website, but due to the number of



technological factors outside control of Host, Host does not guarantee continuous, uninterrupted access by users. In addition, Host will not be responsible for any failure or delay affecting production, publication or the transmission of the Conference Website and any Sponsorship materials contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond reasonable control of Host;

7. Host shall make all good faith efforts to position Sponsorship components to Sponsor's satisfaction but cannot guarantee the time, dates and/or position of Sponsorship components, and all such decisions will be at the sole discretion of Host. However, Host will use reasonable efforts to comply with the wishes of the Sponsor. When and if Sponsor requests last-minute changes, Host will still use reasonable best efforts to implement said changes but cannot guarantee results and Sponsor accepts that results are not guaranteed;
8. Host shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated savings, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Sponsor or any loss which could not be contemplated by Host and the Sponsor;
9. The Sponsor shall fully reimburse Host for all losses or expenses arising as a result of any breach or failure of Sponsor to perform on any of the terms of this conference sponsorship terms and conditions;
10. Host owns the copyright in all Conference Website materials written or designed by it or on its behalf, and the content, layout and format of the Website will be subject to variation at Host's sole discretion;
11. The Sponsor grants Host (free of charge), in any and all media or form of communication whether now existing or hereafter developed, for the purpose of promoting Host conference events: (1) the non-exclusive worldwide right to use, transcribe, publish, reproduce, distribute, or display Sponsor's presentation(s), as presented in the Conference, alone or in conjunction with other materials; (2) the non-exclusive right to use the name, likeness and biography of Sponsor-provided speakers in connection with the advertising, publicity and promotion of Sponsor's presentation(s), the Conference, and/or Host and its events;
12. Host shall not be liable for any delays in performance, cancellations, or losses hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver;
13. A person who is not a party to these terms has no right to rely upon or enforce any of the terms. If Host fails or delays in exercising its rights or remedies provided by these terms, it shall not be deemed to have waived any right or remedy under these terms. Nothing in these terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, nor neither party shall hold itself out as having authority to do the same. These terms (and any noncontractual obligations arising in connection with them) shall be governed by Italy law and the courts sitting in Rome will have exclusive jurisdiction in relation to these terms (and any noncontractual obligations arising in connection with them);
14. Anything in the conference sponsorship terms and conditions to the contrary notwithstanding, Sponsor shall not assign the terms to any other entity, including an entity which affiliates or merges with or acquires it, except when such assignment is approved in advance by the Host in writing, which approval may in its sole discretion grant or deny;
15. Sponsor shall ensure that its subcontractors performing hereunder also adhere to the applicable provisions of this conference sponsorship terms and conditions;



16. The Sponsor hereby represents and warrants to Host: (a) that the Sponsor or its agent has the full right, power, and authority to approve this the conference sponsorship terms and conditions and to grant the rights herein granted; (b) that any materials supplied by the Sponsor for use in connection with the Conference do not and will not contain anything that is libelous, that infringes or violates any copyright, trademark, right of privacy, or other right of any kind of any person or entity or the publication of which will otherwise give rise to legal cause of action; (c) that neither the Sponsor nor any of the Sponsor's representatives has given or will give the Host any material that the Sponsor and/or the Sponsor's representative knows or should know is false or materially misleading; (d) the Sponsorship will not be prejudicial to the image or reputation of Host or the Conference Website, and will not contain anything that Host in good faith considers to be offensive or otherwise inappropriate; (e) all Sponsorship materials submitted for publication online will be free of any viruses, adware, malware, bit torrents, and will not cause an adverse effect on the operation of the Conference Website;
17. Sponsor and Host mutually waive all claims against each other for any injuries, damages, losses or claims, whether known and unknown, which arise during or resulting from its participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of the other party. Sponsor and Host releases and forever discharge each other from all such claims. Sponsor and Host agrees to mutually indemnify and hold harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by themselves as a result of any claims or suits that the other party (or anyone claiming by, under or through that party) may bring to recover any losses, liabilities, costs, damages or expenses which arise during or resulting from participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of the other party.