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DATED: 16<sup>TH</sup> OF JANUARY 2023

GO VILNIUS

and

CONFERLI B.V.

between

PARTNERSHIP AGREEMENT



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This agreement is entered into as of February 2023 (the "2nd of February") by and between CONFERLI B.V., Prinses Maximalaan 39, 3708 ZT Zeist, The Netherlands, Chamber of Commerce 76730212 ("CONFERLI") and GOVILINUS, Gynepju 14, LT-01109 Vilnius, Lithuania, collectively "the Parties";

WHEREAS, the Parties desire to enter into an agreement to collaborate; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope.** With this agreement, the Parties intend for GOVILINUS to become a partner in business to CONFERLI, where both parties can support each other in reaching their business development goals under the following conditions:

a) Partnership is 5.500€, GOVILINUS gets full access to their advanced membership profile.

b) CONFERLI will actively search for associations in order to make as many matches as possible.

c) CONFERLI will actively promote VILINUS in their marketing outings which will include 2 times a year a LinkedIn Takeover day, Spotlight campaign, coverage in podcast series, featuring in quarterly newsletters and extra exposure in market studies.

d) GOVILINUS will receive a quarterly report mentioning the number of matches that are done, the number of visitors and the Marketing & Sales actions of CONFERLI.

e) The partnership is set up for 1 year, valid after payment is done.

f) CONFERLI general Terms and Conditions apply.

2. **Objectives.** The Parties agree as follows:

a) The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the agreement.

b) It is not the intent of this agreement to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

3. **Term.** This Agreement shall commence upon the 2<sup>nd</sup> of February 2023, as stated above, and will continue until 1<sup>st</sup> of February 2024.

4. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

5. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

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THUS AGREED BETWEEN,  
 CONFERLI B.V.  
 \_\_\_\_\_  
 Govilnius  
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The Parties agree to the Terms and Conditions set forth above as demonstrated by their signatures as follows:

6. **Limitation of Liability.** Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.
7. **Severability.** In the event, any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
8. **Waiver.** The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
9. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
10. **Legal and Binding Agreement.** This Agreement is set up as an agreement, both Parties agree to do their utmost to fulfill the agreement as stated above. The Parties each represent that they have the authority to enter into this Agreement.
11. **Governing Law and Jurisdiction.** This Agreement and any and all agreements between CONFERLI and Govilnius are governed by and construed in accordance with the laws of the Netherlands.
12. **Disputes.** Any and all disputes between Parties shall be exclusively submitted to the competent court in Utrecht, the Netherlands.
13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

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| No. | Criteria  | Expression, explanation   |
|-----|---|---|
| 1.  | Number of signed up associations & overall number of associations in Conferli database                  | <input checked="" type="checkbox"/>   |
| 2.  | Number of destinations with advanced & basic profiles   | <input checked="" type="checkbox"/>   |
| 3.  | Number of Conferli platform visitors  | <input checked="" type="checkbox"/>   |
| 4.  | Number of Vilnius profile visitors  | <input checked="" type="checkbox"/>   |
| 5.  | Number of matches   | <input checked="" type="checkbox"/>   |
| 6.  | Number of shortlisting's  | <input checked="" type="checkbox"/>   |
| 7.  | Number of total RFP   | <input checked="" type="checkbox"/>   |
| 8.  | Industry share of signed up associations  | <input checked="" type="checkbox"/>   |
| 9.  | Comparison to other cities  | <input checked="" type="checkbox"/>   |
| 10. | Number of the followers in social media   | (1) Number of all Conferli followers. <input checked="" type="checkbox"/><br>(2) How many of all followers are associations? <input checked="" type="checkbox"/>  |
| 11. | Vilnius social media campaign exposure – LinkedIn Takeover campaigns (if there are any in that quarter) | (1) CTR <input checked="" type="checkbox"/><br>(2) Impressions, reactions <input checked="" type="checkbox"/><br>(3) How many destinations participated? <input checked="" type="checkbox"/>  |
| 12. | Newsletter report (if there are any in that quarter)  | (1) Number of subscribers <input checked="" type="checkbox"/><br>(2) Opening rate <input checked="" type="checkbox"/><br>(3) Vilnius info opening rate (if there are links to open) <input checked="" type="checkbox"/><br>(4) Top 3 most popular topics/messages provided by all destinations – measured only if there is a link in the message - ok <input checked="" type="checkbox"/><br>(1) How much auditorium reached? This can only be measured with the content we sent out ourselves – ok. Do you have a monitoring system? yes <input checked="" type="checkbox"/><br>(2) What type of auditorium reached? <input checked="" type="checkbox"/><br>(3) How much of auditorium are associations? If possible to identify. His can only be measured with the content we sent out ourselves – ok. Do you have a monitoring system? yes <input checked="" type="checkbox"/> |
| 13. | Press Release report (if there are any in that quarter)   |   |

ANNEX  
 Conferli-Go Vilnius agreement 2023  
 Report table as Annex to the Agreement  
 Reports:  
 Suggestion: every 3 months  
 R1: January-March (up to 14 April)  
 R2: April-June (up to 14 July)  
 R3: July-September (up to 13 October)  
 R4: October-December (up to 12 January 2024)  
 R5: (1) January – December 2023

Marketing planning 2023

| communication                               | input  | target group                         | participation  | deadline input  | date to publish |
|---|--|--------------------------------------|--|-----------------|-----------------|
| Blog  | How a destination can help with the current struggles of associations  | associations / destinations          |  | 30-dec          | 10-1-2023       |
| Blog  | How SDG's can contribute to legacy / impact building in a destination  | associations / destinations          | Advanced partners/ associations  | 6-2-2023        | 14-2-2023       |
| Podcasts                                    | Series with advanced partners about destinations as the driving force of a conference  | associations / destinations          | advanced partners  | finish 31/01    | weekly from feb |
| Q2 (apr-mei-jun) RFP                        |  |                                      |  |                 |                 |
| Blog  | Why are topics like Sustainability / Legacy not part of the current RFP  | associations                         | Associations and city partners with best practices   | 30-mrt          | 18-4-2023       |
| Blog  | Recap from podcasts  |                                      | Extra input from advanced partners   | 14-apr          | 16-5-2023       |
| Q3 (jul-aug-sept) RFP                       |  |                                      |  |                 |                 |
| LinkedIn                                    | Summer Challenge partners  | associations                         | all partners   | 1-6-2023        | 10-7-2023       |
| Podcasts                                    | What needs to be in a RFP, RFP from destinations perspective, RFP from venue perspective, RFP from associations perspective, 10 things that go wrong in an RFP   | associations, partners, destinations | association, venue, advanced destination and expert  | 5-jul           | 29-8-2023       |
| newsletter                                  | RFP's, content, challenges, examples, funny mistakes from destination and venue perspective  | associations                         | all partners   | 12-9-2023       | 26-9-2023       |
| Q4 (okt-nov-dec) Younger Generation (Gen Z) |  |                                      |  |                 |                 |
| Mailing                                     | Partner in the spotlight - pitch what city has to offer to associations  | associations                         | advanced partners  | 28-9-2023       | 9-okt           |
| Podcasts                                    | Discussion with Gen Z professionals to find out what they find is important nowadays?  | associations                         | destinations that do have best practices on GenZ engagement during conferences.                            | 22-sep          | 24-10-2023      |
| Market Study                                | How to engage Gen Z into the association, how to make sure they attend your conference, how to get them in the board to participate, how to deal with their wishes, like no travelling by plane, local stay instead of in a hotel etc. How can an event help you associations to attract the younger generation? | associations                         | input from all partners for questions. Extra feature possibility for advanced members in the market study. | Questions - 9-8 | 19-12-2023      |
| LinkedIn                                    | Festive Season take over, 3 post a day per destination during the festive season   | associations                         | advanced partners  | 1-12-2023       | 18-12-2023      |

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