



**PARTNERSHIP AGREEMENT**

**between**

**CONFERLI B.V.**

**and**

**GO VILNIUS**

**DATED: 15<sup>TH</sup> OF DECEMBER 2023**

This **agreement is entered** into as of February 2024 (the “1st of February”) by and between CONFERLI B.V., Prinses Maximalaan 39, 3708 ZT Zeist, The Netherlands, Chamber of Commerce 76730212 (“CONFERLI”) and Public Institution Go Vilnius, Gynėjų Str. 16, 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 Go Vilnius 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€, Go Vilnius gets full access to their advanced membership profile.
  - b) As an addition the Open Tender subscription will be added to the membership with no extra cost (worth 1.000€)
  - c) Conferli will actively search for associations in order to make as many matches as possible.
  - d) Conferli will actively promote Vilnius in their marketing outings which will include all the opportunities as listed in the Annex Marketing Opportunities.
  - e) Go Vilnius will receive a quarterly report mentioning the number of matches that are done, the number of visitors and the Marketing & Sales actions of Conferli.
  - f) The partnership is set up for 1 year, valid after payment is done.
  - g) 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 1<sup>st</sup> of February 2024, as stated above, and will continue until 1<sup>st</sup> of February 2025.
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.

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 Go Vilnius 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.

The Parties agree to the Terms and Conditions set forth above as demonstrated by their signatures as follows:

THUS AGREED BETWEEN.

**CONFERLI B.V.**

**Go Vilnius**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ANNEX 1**

**Conferli-Go Vilnius Agreement 2024**

Report Table as Annex to the Agreement

**Reports: every 3 months**

R1: January-March (up to 15 April)

R2: April-June (up to 14 July)

R3: July-September (up to 14 October)

R4: October-December (up to 13 January 2025)

R5 (1): January-December 2024

No.	Criteria	Expression, explanation
1.	Number of signed up associations & overall number of associations in Conferli database	
2.	Number of destinations with advanced & basic profiles	
3.	Number of Conferli platform visitors	In total
4.	Number of Vilnius profile visitors	
5.	Number of matches	
6.	Number of shortlisting's	
7.	Number of total RFP	only in the 2023 report
8.	Industry share of signed up associations	only in the 2023 report
9.	Comparison to other cities	(1) Top 5 compared cities (2) Vilnius comparison on the basis of the average rate
10.	Number of the followers in social media	(1) Number of all Conferli followers (2) Number of associations out of all followers
11.	Vilnius social media campaign exposure – LinkedIn Takeover campaigns (if there are any in that quarter)	(1) CTR (2) Impressions, reactions (3) Number of destinations participated
12.	Newsletter report (if there are any in that quarter)	(1) Number of subscribers (2) Opening rate (3) Vilnius info opening rate (if there are links to open) (4) Top 3 most popular topics/messages provided by all destinations (measured only if there is a link in the message)
13.	Press Release report (if there are any in that quarter)	(1) Number of auditorium reached (only measured with the content that Conferli sent out themselves) (2) Type of auditorium reached (3) Number of associations out of all auditorium (only measured with the content that Conferli sent out themselves)

**ANNEX 2**

**Conferli-Go Vilnius Agreement 2024**

Marketing Plan as Annex to the Agreement

**Marketing Planning 2024**

Action	What	Target Group	Deadline	Publication Date
Open Tender	You can view all bids from associations that haven't chosen a city yet. See if there's one that matches your destination!	Associations		Year round
Podcast Participation	A podcast recording around the topic ' <i>Preparing Associations for the conference of the future</i> '.	Associations	TBD	TBD
March Participation Knowledge Article	Technology/AI/ Data driven decision making.	Associations	20-feb	21-mar
April IMEX Mailing	Short presentation per destination covering the topic ' <i>Preparing Associations for the conference of the future</i> '.	Associations	18-mar	16-apr
June Participation Knowledge Article	Sustainability. Reflect on sustainability in all stages of event planning.	Associations	18-may	13-jun
July/ Aug LinkedIn Summer Challenge	3 posts on 1 day about the destination on the LinkedIn company page of Conferli.	Associations	7-jun	8jul – 13 aug
August Participation Knowledge Article	Article - Virtual and Hybrid. Discuss VR, Hybrid Event Strategies, Interactive Exhibitions etc.	Associations	28-jun	15-aug
September Participation in Research Paper	Full market Study - <i>Preparing Associations for the conference of the future</i> . Input included Advertisement paid (€ 600)	Associations	Input 6th of May Advertisement 26-aug	12-sep
October IBTM Mailing	Short presentation per destination covering the topic ' <i>Preparing Associations for the conference of the future</i> '.	Associations	17-sep	15-okt
December Participation Knowledge Article	DEI and belonging. Diversity, Equity, Inclusion and belonging	Associations	8-nov	10-dec
December Participation LinkedIn Festive Season Celebrations	3 posts on 1 day about the destination on the LinkedIn company page of Conferli.	Associations	14-nov	20-30 dec