

2019-09-13 W V-93



**LendIt Fintech Europe 2018**

**26-27 September 2019**

**Business Design Centre – London**

**Client: Agency of Science, Innovation and Technology Lithuania**

**Package details: Bronze sponsor**

- Company logo and description on the event website, app and onsite branding
- 3m x 2m exhibition booth #715
- x4 all-access passes
- 15% discount code for partners, clients and investors

Investment: 10,000 GBP (VAT not included in the rate)

Payment terms: Payment to be on receipt of invoice.

**Important deadlines & required materials:**

- Agency of Science, Innovation and Technology Lithuania to provide LendIt Fintech will high-resolution logo & brief company description (200 words or less) ASAP

**LendIt Fintech Contacts**

Sumit Pal Business Development sumit@lendit.com +44 7590 621844 +1 323 743 8400	Matt Murnane Operations matt@lendit.com	Aaron Lua, Manager, Delegate Affairs aaron@lendit.com
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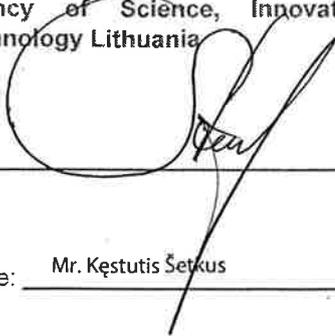
**Sponsor Contacts** (to be completed by the sponsor, please include email, phone, address)

Accounts Payable	Primary contact	Secondary contact	Other
Erikas Jankauskas Agency for Science, Innovation and Technology A. Goštauto 12, Vilnius Lithuania erikas.jankauskas@mita.lt +370 675 40337	Rūta Mecelicaitė-Panavė Invest Lithuania Upės g. 23, 3rd floor, Vilnius Lithuania ruta.panave@investlithuania.com +370 5 264 9070		

This Proposal is governed by the attached Sponsorship and Exhibition Terms and Conditions (the "Terms"). By signing below, Lendlt's representative agrees to the terms and conditions of this Proposal and the Terms on behalf of Lendlt Conference, LLC. By signing below, you agree to the Terms and Conditions of this Proposal and the Terms on behalf of the client stated below, and you represent and warrant that you have the power, authority and right to bind, and hereby bind, the client to this Proposal and the Terms.

AGREED:

Agency of Science, Innovation and Technology Lithuania and Lendlt Conference, LLC

By:  \_\_\_\_\_

Name: Mr. Kęstutis Šetkus

Title: Director

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Sumit Pal

Title: Business Development

Date: \_\_\_\_\_

## SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

These Sponsorship and Exhibition Terms and Conditions (these "Terms") are effective as of the date of the last signature on the Proposal (the "Effective Date") by and between Lendlt Conference, LLC ("Lendlt") and the client whose name appears in the signature block of the Proposal ("Client"). These Terms incorporate and include the Proposal; together, these Terms and the Proposal comprise the "Agreement". "Proposal" means Lendlt's proposal for sponsorship of or exhibition at Lendlt's lending and fintech conference described in the Proposal (the "Conference").

In consideration of the covenants in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Sponsorship.** If the Proposal describes Client's sponsorship of the Conference, Lendlt grants Client the right to sponsor the Conference on the terms and conditions of the Proposal.

2. **Exhibition.** If the Proposal describes Client's exhibition at the Conference, Lendlt grants Client the right to exhibit at the Conference on the terms and conditions stated in the Proposal. Unless otherwise stated in the Proposal, Client is solely responsible for access to power and Internet, for furniture and other equipment and materials, and for the shipment, storage, exportation and importation of the equipment and materials. Client may not change its exhibit location assignment without Lendlt's written consent. Client agrees to clean its exhibit space and dispose of its trash promptly after the Conference.

3. **Attendance.** Client must pay for its attendees at the Conference in excess of the quantity of persons who may attend the Conference at no charge stated in the Proposal. If the Proposal does not state the quantity of persons who may attend the Conference at no charge, Client must pay for each person who attends the Conference. Client is solely responsible for travel, lodging, and other expenses incurred in sponsoring, exhibiting and attending the Conference.

4. **Rules.** Client is responsible for reviewing and adhering to the Sponsor and

Exhibitor Manual for the Conference (the "Manual"). Client agrees that the Manual may not be available until after the Effective Date Client must provide all materials by the deadlines in the Manual and in this Proposal or Lendlt will have no obligation to use or include the materials. Additionally, Client must provide final artwork for onsite branding to Lendlt at least 30 days prior to the start of the Conference, or late fees may apply. All materials must be provided in the format required in the Manual or Lendlt will have no obligation to use or include the materials. Client will comply with all requirements and rules of the Conference venue. Lendlt reserves the right to dismiss Client from the Conference if Client violates Lendlt's or the venue's requirements or rules, violates an applicable law, endangers the safety of any person or disrupts the operation of the Conference.

5. **Exclusivity.** All of Client's sponsorship and exhibition rights are non-exclusive unless stated otherwise in the Proposal.

6. **Fees and Payment.** Client agrees to pay the fees for the sponsorship and right to exhibit set forth in the Proposal. Unless stated otherwise in the Proposal, (a) Lendlt has the right to bill Client for all fees on or after the Effective Date, (b) all fees are due within 15 days of receipt of invoice, (c) all fees are payable in U.S. Dollars, and (d) Client must pay by wire transfer, credit card or check. Lendlt may engage a third party payment processor, and Client agrees to comply with Lendlt's instructions regarding the use of such processor. All prices in the

itself as a participant (sponsor, exhibitor or both) at the Conference. LendIt reserves all rights not expressly granted in this Agreement.

**10. Representations and Warranties; Disclaimer.**

a. By LendIt. LendIt represents and warrants that: (i) it has the requisite powers, authority and rights necessary to enter into and to perform its obligations under this Agreement, and to grant and assign the rights granted and assigned to Client under this Agreement, (ii) it is not a party to and will not become a party to any agreement or obligation that is inconsistent with this Agreement or that limits or impairs Client's rights or LendIt's obligations under this Agreement, and (iii) it will comply with all applicable laws in performing under this Agreement.

b. By Client. Client represents and warrants that: (i) it has the requisite powers, authority and rights necessary to enter into and to perform its obligations under this Agreement, and to grant and assign the rights granted and assigned to LendIt under this Agreement, (ii) it is not a party to and will not become a party to any agreement or obligation that is inconsistent with this Agreement or that limits or impairs LendIt's rights or Client's obligations under this Agreement, (iii) LendIt's use of the Client Marks and Client Materials will not infringe, misappropriate or violate the intellectual property, personality, privacy or other rights of any third party, and (iv) it will comply with all applicable laws in performing under this Agreement.

c. DISCLAIMER. EXCEPT AS STATED IN SECTION 10(a), LENDIT DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES RELATING TO ITS PRODUCTS AND SERVICES, EXPRESS AND IMPLIED. LENDIT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO THE RESULTS OF CLIENT'S SPONSORSHIP OF, EXHIBITION AT OR ATTENDANCE AT THE CONFERENCE. LENDIT IS NOT LIABLE FOR (A) THEFT

OF, LOSS OF OR DAMAGE TO CLIENT'S EQUIPMENT OR MATERIALS UNLESS DUE TO LENDIT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) ACTS OR OMISSIONS OF THE CONFERENCE VENUE OR ANY OTHER THIRD PARTY, (C) YOUR PRODUCTS OR SERVICES, OR (D) ANY THIRD PARTY'S PRODUCTS OR SERVICES. CLIENT IS RESPONSIBLE FOR THE PROTECTION AND SAFETY OF ITS EQUIPMENT AND MATERIALS.

11. **Submissions.** LendIt will not have any obligation to hold in confidence any ideas, questions, reviews, comments, suggestions or feedback (collectively, "Submissions") that Client provides to LendIt. Client grants LendIt a royalty-free, perpetual, irrevocable, worldwide, sublicensable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, broadcast, adapt, translate, modify, reverse-engineer, disassemble and create derivative works from such Submissions in any media throughout the universe for any purposes.

12. **Blog Posts, White Papers, and Dedicated Emails.** If the Proposal allows the Client to submit a blog post or white paper (a "Post") for publication on the LendIt website, Client represents and warrants that it owns or otherwise controls all necessary rights to the content of the Post and that LendIt's publication of the Post on the LendIt website will not infringe, misappropriate or violate the rights of any third party. If the Proposal includes a dedicated email, an email sent to LendIt contacts on behalf of a Client, the Client is required to approve the copy prior to the email design. Once the email is designed, the Client will have the opportunity to review the first test email, in which only minor edits may be provided prior to email deployment.

13. **Indemnification and Insurance.** Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its owners, directors, officers, employees and agents (collectively, the "Indemnified Party") from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses")

and any waiver will be enforceable only if made in a signed writing by the party waiving the right or remedy. All rights and remedies hereunder will be cumulative, may be exercised singularly or concurrently and will not be deemed exclusive. In the event that any term of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the term will be modified to be enforceable to the maximum extent permitted by law (or severed if that is impermissible), and the remainder of this Agreement will remain valid and enforceable. Neither party will assign its rights or delegate its obligations in this Agreement without the other party's written consent, except to its corporate affiliate or in connection with a merger, acquisition or the like. No rule of construction against the drafter of this Agreement will apply. Lists following "including" and "include(s)" in this Agreement are illustrative and not exhaustive. Each party has received independent legal advice with respect to, and neither has relied upon the other (or its advisors) in, entering into this Agreement. Sections 4, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 17 will survive the termination of this Agreement. The parties are independent contractors and neither is an employee, agent, joint venture or partner of the other. This Agreement binds each party and its successors and assigns. Any notice or similar communication under this Agreement will be given in writing and sent to the address stated in the Proposal, if any, and will be effective upon delivery or refusal thereof. This Agreement may be executed in counterparts. A signed copy of this Agreement delivered by e-mail will have the same legal effect as delivery of an original signed copy of this Agreement.