

WEBINARS

TERMS AND CONDITIONS

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1. Definitions

(a) The words and phrases in the left-hand column and defined in bold on the Term Sheet will bear those meanings when they are used in these Terms and Conditions.

(b) "Intellectual Property Rights" means all patents, inventions, copyrights and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual and industrial property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

(c) "Term" means the period of time commencing on the date this Agreement is signed and which expires sixty days after completion of all Webinars or payment of all Fees pursuant to this Agreement, whichever is the later.

(d) "Users" means online users who register to access, view and participate in a Webinar.

2. Wiley's responsibilities

(a) Wiley will deliver the Webinar(s) for Users to attend, view and participate in virtually.

(b) Wiley shall provide to the Sponsor the Wiley Services, the Sponsor Benefits and any incidental services in relation to the Webinar(s) during the Term.

(c) Wiley shall use reasonable endeavours to market and advertise the Webinar(s) as set out in the Webinar Marketing Plan, as may be amended by agreement between the parties. Additional marketing services requested may be subject to an additional fee.

(d) Wiley shall use reasonable endeavours to ensure that the Webinar(s) are launched by the Webinar Event Dates. Wiley shall not be liable for any delays in meeting or failure to meet the Event Date and shall be entitled to an extension of time proportionate to the period of delay where such delay or failure is caused, in whole or in part, by (i) a change request initiated by the Sponsor, (ii) the acts or omissions of the Sponsor or its employees or agents, or (iii) the occurrence of an event of Force Majeure as set out in Section 13 (c).

(e) The Webinar shall be subject to Wiley's or its platform provider's standard terms and conditions.

(f) For Users who opt-in to receive Sponsor marketing, Wiley will pass the Users' contact data to the Sponsor in a password-protected document via OneDrive.

3. Sponsor's responsibilities

(a) The Sponsor shall provide to Wiley the Sponsor Content (including Sponsor logos, branding guidelines, advertisement copy or banner advertisements) and shall have responsibility for providing the relevant aspects of the Webinar allocated to the Sponsor as set out in the Term Sheet by the relevant due dates.

(b) Users will be required to opt-in to receive Sponsor marketing to view the Webinar and agree to the Sponsor's privacy policy, which will be included in the registration page. The Sponsor must manage the User's data preferences, opt outs and any other requirements of applicable privacy laws separately.

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4. Intellectual Property Rights

(a) Each party grants the other the right to use its name, logo(s), trademarks and trade name(s) in connection with the publication, licensing, marketing and promotion of the Webinar(s) and recognizes that it has no right in such name, trademark(s) or logo(s) of the other party except as provided by this Agreement. Wiley will request the Sponsor approve all content, branding and placement by a specific date in advance of the Webinar Event Date as agreed by the parties. Delays in approval may lead to delays in the Webinar Event Date.

(b) Wiley or its licensors shall own or retain all Intellectual Property Rights in and to any content, images, video, text, software, source code and developer tools and processes used in the development of the Webinar(s) and in the outcomes of the Webinar (other than Sponsor Content) and the Sponsor makes no claim thereto.

(c) The Sponsor shall retain all Intellectual Property Rights to any Sponsor Content pursuant to the terms of this Agreement and grants to Wiley a non-exclusive license to display and communicate such Sponsor Content to the public as contemplated by the terms of this Agreement.

5. Designated Contacts

Both parties have agreed to appoint the Designated Contacts who will be primarily responsible for communications and liaison between the parties in a prompt fashion and who will have the necessary authority to make day to day decisions. Alternative contacts will be provided by both Wiley and the Sponsor, should the main contacts be on leave to avoid any delays in the production process.

6. Financial Arrangements

(a) In consideration for the Sponsor Benefits, the Sponsor shall pay to Wiley the Fees.

(b) All charges are exclusive of any VAT, sales or turnover tax in any applicable jurisdiction. Fees shall be free from and clear of any other taxes imposed by any tax authority and if, for some reason, the Fee is subject to any withholding tax, then Sponsor is liable to pay such tax and Wiley will receive the full Fee as defined in this Agreement.

(c) Wiley shall issue an invoice in respect of the Fees and all invoices shall be payable by the Sponsor within 30 days of the date of the invoice unless otherwise agreed.

(d) If the Sponsor fails to make any payment due to Wiley under this Agreement by the due date of payment, then, without limiting Wiley's remedies, the Sponsor shall pay interest on the overdue amount at a rate which shall be the lesser of: (i) 0.5% per month, such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; or (ii) any relevant maximum statutory rate allowable in the jurisdiction where the Wiley entity is located, such interest to accrue in accordance with the relevant statutory provisions. The Sponsor shall pay the interest together with the overdue amount.

(e) In addition to any other remedies under this Agreement, Wiley shall be entitled to suspend the provision of the Webinar in the event that the Sponsor does not make payment of any outstanding invoices within 14 days' notice in writing that payment is overdue.

7. Data Protection

Both Wiley and the Sponsor agree that all existing customer lists provided to the other party (subject to applicable data protection laws) as part of conducting this Webinar shall remain owned by that party and no rights shall extend to use such data for the parties' own purposes outside of the Webinar unless the User has consented to such use. Users will be required to submit personal data, including names and email addresses, in order to participate in the Webinar ("User Personal Data"). When Wiley passes the User Personal Data to the Sponsor, the Sponsor will be a controller of such User Personal Data. The Sponsor shall manage the User Personal Data in accordance with the Sponsor's privacy policy (which will be provided to the User on the registration form). Subsequent opt-outs by Users from Sponsor marketing will be handled by the Sponsor, as will be detailed on the registration form. The terms "personal data" and "controller" are as defined in the EU General Data Protection Regulation.

8. Confidentiality

(a) Any and all information disclosed by a party to the other party in connection with this Agreement that is marked "confidential," "proprietary" or some other manner to indicate its confidential nature and any and all information that is clearly confidential by its nature is "Confidential Information". The terms and conditions of this Agreement shall also be deemed to be Confidential Information.

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(b) Confidential Information will only be used for the purposes contemplated under this Agreement by such parties' employees, subcontractors and consultants to the extent required to comply with this Agreement. The receiving party will use the same degree of care to avoid disclosure that they would use to maintain the confidentiality of their own information and in no case use less than a reasonable degree of care. Neither party will disclose, use, reproduce, duplicate, modify or disseminate any Confidential Information provided herein, other than as expressly permitted by this Agreement. A party's obligation to maintain the confidentiality of the Confidential Information under this Section will survive any termination or expiration of the Agreement and will extend for 5 years from the date of disclosure.

(c) Neither party will have any obligation to maintain the confidentiality of Confidential Information that (i) is known to or is rightfully received from a third party prior to its receipt from disclosing party without breach of any confidence by that third party, (ii) is or has been publicly disclosed without any obligation to maintain such information in confidence; or (iii) is Confidential Information that is required to be provided by governmental or judicial order, provided that, where permitted, the receiving party gives the disclosing party prompt notice of such order, gives disclosing party reasonable opportunity to contest or modify such order at disclosing party's sole expense, and complies with any protective order (or equivalent) imposed on such disclosure.

9. Term and Termination

(a) Subject to the provisions of this section, this Agreement shall commence on the Effective Date and shall continue in force for the Term.

(b) Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; (ii) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (iii) the other party is unable to pay its debts as they fall due; or an application, resolution or petition is made in respect of the winding up of the other party other than in connection with a solvent reconstruction or amalgamation of that party; or an administrator, receiver liquidator or other person is appointed over the assets of the other party or a creditor or other person is entitled to make such an appointment; or any other event occurs or proceeding is taken with respect to the other party in any jurisdiction which has an effect equivalent or similar to any of the events mentioned in this section.

(c) If the Sponsor is responsible for a delay of more than 60 days in completing an assigned task as set out in this Agreement or in an agreed project plan, Wiley shall be entitled to issue a notice to the Sponsor in writing notifying the Sponsor of its intent to immediately stop work on the Webinar until further notified by the Sponsor, unless the Sponsor completes the specified task in relation to the Webinar within (7) seven-days. If the Sponsor does not complete this task within this time period, Wiley shall have the option to cancel the Agreement on giving the Sponsor an additional (7) seven-days' notice in writing, or to suspend work on the Webinar for a period of time, in Wiley's discretion. If notified in future that the Sponsor wishes to resume the Webinar then Wiley shall be entitled to revise its Fee and other costings to complete the remainder of the Webinar in its reasonable discretion to reflect current costs and rates as a condition of recommencing work on the project. Should Wiley cancel the project because of the aforementioned Sponsor delays, Wiley shall be entitled to retain all Fees that the Sponsor has paid up to the cancellation date.

(d) If the Sponsor wishes to cancel this Agreement or the delivery of any particular Webinar during the Term, the Sponsor shall give Wiley at least 48 hours' notice in writing and the date of Wiley receiving such notice of cancellation shall be the "Sponsor Effective Cancellation Date".

(e) For each Webinar, if the Sponsor Effective Cancellation Date is more than four weeks prior to the scheduled Webinar Event Date, a cancellation fee shall be payable by the Sponsor which is equal to (i) 100% of any fees allocated to any print or online advertising which has been placed, plus (ii) 40% of the specific fee applicable to the particular cancelled Webinar(s).

(f) If the Sponsor Effective Cancellation Date is less than four weeks prior to the scheduled Webinar Event Date, a cancellation fee shall be payable by the Sponsor which is equal to 100% of the total cost of any fees allocated to any print or online advertising which has been placed and the specific fee applicable to the particular cancelled Webinar(s).

(g) Following the termination or expiration of this Agreement, Wiley shall be entitled to continue the provision of the Webinar, including use of the Sponsor's logo (at Wiley's sole discretion) in connection with the provision of the Webinar. All other licenses granted by Wiley or the Sponsor to the other party pursuant to this Agreement shall terminate. Each party shall return to the other any Confidential Information and content received for the purpose of this Agreement.

(h) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall continue in full force and effect. Termination or expiry of this 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. Warranties and Indemnities

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- (a) Each party warrants and represents that it has the right and authority to enter into and perform this Agreement.
- (b) Wiley warrants that it has the right and authority to make the Webinar available to the public pursuant to this Agreement.
- (c) Except for the warranties set out in this Section 10, or where required by law, the Webinar is provided on an "as is" basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, or implied warranties of merchantability or fitness for a particular purpose. Although Wiley will use commercially reasonable endeavours to ensure that access is available to the Webinar, the parties acknowledge that access to the Webinar may be interrupted; and that the Webinar may not be error free. The Webinar may provide or direct Users with links to third-party websites or embed third-party material on the Webinar. Where such links or embedded content exists, Wiley disclaims all responsibility and liability for the content of such third-party websites and content in accordance with the Webinar's standard terms and conditions of use. Whilst Wiley shall use reasonable efforts to ensure the suitability of the speakers for the Webinar, brief the speakers on the relevant issues and topics and use reasonable efforts to moderate the Webinar, Wiley shall not be responsible for the content of the Webinar, and shall in no way be liable for the actions of the speaker or any Users throughout the Webinar, including but not limited to any offensive, defamatory or inappropriate content.
- (d) The Sponsor warrants and represents that (i) the Sponsor Content (excluding any User Generated Content) shall not infringe upon or violate any Intellectual Property Rights, any obligation of confidentiality, any right of privacy or other proprietary right of any third party or contain any libellous matter and that all releases and permissions have been obtained for any third party content included;(ii) the inclusion of the Sponsor Content including the placement of such Sponsor Content in relation to the Webinar as directed by the Sponsor, shall comply with all statutes, statutory instruments, regulations, binding codes, rules and orders made under any statute or directive which affects the Webinar, the content of the Webinar or the use of the Webinar (insofar as it is Sponsor Content) (including but not limited to marketing, promotion and advertising of the Sponsor's products and services) in relation to the country or countries where the Webinar's intended audience is based. The Sponsor acknowledges that it will be responsible for obtaining any required regulatory approvals or licenses; (iii) where any existing customer data is provided by the Sponsor to Wiley, that all necessary consents have been obtained in accordance with applicable privacy and data protection laws to enable this disclosure and planned use by Wiley.
- (e) The Sponsor shall indemnify and hold Wiley harmless from and against any damages, costs and fees (including attorney's fees) resulting from any breach or alleged breach of the Sponsor's warranties or representations under this Agreement.

11. Limitation of Liability

- (a) Neither party excludes or limits liability to the other party for fraud or fraudulent misrepresentation, death or personal injury caused by its negligence or any matter for which it would be unlawful for the parties to exclude liability.
- (b) Aside from the indemnification obligations of the Sponsor, neither party shall be liable for any loss of profit (whether direct or indirect), anticipated profits (whether direct or indirect), anticipated savings (whether direct or indirect), indirect, incidental, special, consequential or punitive damages arising out of the Sponsors' or any end users use of or inability to use the Webinar.
- (c) Subject to Section 11(a) and the indemnification obligations as set out in this Agreement, the parties agree that Wiley's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the greater of: the total Fees actually paid by the Sponsor pursuant to this Agreement or US\$50,000.

12. Notices

All notices and requests in connection with this Agreement shall be made in writing and shall be treated as given when (i) personally delivered, (ii) sent by facsimile (provided a confirmatory hard copy is sent by courier or first class post on the date of transmission); (iii) by email (with delivery receipt requested) at the time of receipt of the delivery receipt message, (iv) sent by internationally recognized overnight courier service, with written verification of receipt, or (v) mailed, postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, to the Designated Contacts.

13. General

- (a) Neither this Agreement nor any terms and conditions contained in this Agreement, will be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.
- (b) If any provision of this Agreement will be held by court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and such illegal, invalid or unenforceable provision will be replaced with a provision that is legal, valid and enforceable and most closely reflects the intent of the parties. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

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provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

(c) Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to Force Majeure will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances, and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused. "Force Majeure" means circumstances beyond the control of either Party (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergencies; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing).

(d) Wiley may assign this Agreement to its successors, subsidiaries or assigns and may subcontract and sub-license its rights and responsibilities under this Agreement. This Agreement may not be assigned by the Sponsor except with the prior written consent of Wiley.

(e) This Agreement (including the Term Sheet and these Terms and Conditions) constitute the entire agreement between the parties with respect to this subject matter and supersede all prior and contemporaneous agreements or communications. Neither the Term Sheet or these Terms and Conditions may be modified except by written agreement dated subsequent to the date of this Agreement and signed by the parties' respective duly authorized representatives. The parties agree that if there is any conflict between the terms and conditions of this Agreement and any subsequent amendment signed by the parties, the terms of the Agreement shall govern unless such amendments clearly indicate that they are intended to supersede the Agreement.

(f) The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claims, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them. Nothing in this Section 13 will exclude any liability in respect of misrepresentations made fraudulently.

(g) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the Agreement. The Parties also consent to execution and delivery of the Agreement electronically and the Parties agree that an electronic signature will be given the same legal force as a handwritten signature.

(h) The laws of the country set forth below shall apply to this Agreement according to the Wiley Contracting Entity which enters into the Term Sheet and this Agreement with the Sponsor, without regard to conflict of law rules. The corresponding jurisdiction shall be the forum for adjudication of all disputes arising in connection with this Agreement:

Wiley Contracting Entity	Applicable Law	Agreed Jurisdiction
John Wiley & Sons Inc	State of New York	New York, NY
John Wiley & Sons, Ltd	England and Wales	England and Wales
Wiley-VCH GmbH	German	Weinheim, Germany
John Wiley & Sons Australia, Ltd	State of Victoria	Melbourne
Wiley India Pvt Ltd	State of Delhi, India	New Delhi, India.
Wiley Publishing Japan KK	Japan	Arbitration in Tokyo under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgement in any country.