

## **TÉRMINOS DE REFERENCIA**

### **SERVICIO DE ALQUILER DE STAND PARA LA FERIA HOSPITALAR 2024**

#### **1. DEPENDENCIA QUE REQUIERE EL SERVICIO**

Departamento de Manufacturas Diversas de la Subdirección de Promoción Comercial - DX.

#### **2. OBJETO DE LA CONTRATACIÓN**

Servicio de alquiler de stand en la feria HOSPITALAR, a realizarse en Sao Paulo – Brasil, del 21 al 24 de mayo, a favor de la empresa R&G SEGURIDAD E HIGIENE INDUSTRIAL S.A.C., identificada con RUC 20523717759; a través del Servicio 14 de la Carta de Servicios: Participación en ferias internacionales de exportaciones que no forman parte del calendario de actividades de PROMPERÚ.

#### **3. FINALIDAD PÚBLICA**

La presente contratación tiene por finalidad brindar un espacio adecuado, a empresas peruanas con oferta exportable calificada en ferias internacionales de exportaciones que no forman parte del Calendario de actividades de PROMPERÚ, promoviendo la oferta exportable del sector manufacturas, particularmente de la línea de salud para el mercado brasileño; brindando oportunidades a las Pymes peruanas de este sector identificando potenciales clientes y socios comerciales, y posicionando a la línea de material médico como alternativa en este importante mercado.

#### **4. VINCULACIÓN CON EL PLAN OPERATIVO INSTITUCIONAL:**

**Centro de Costo:** Departamento de Manufacturas Diversas de la Subdirección de Promoción Comercial  
**Apex:** 0255.2024 SERVICIO DE ALQUILER DE STAND PARA LA FERIA HOSPITALAR

#### **5. ANTECEDENTES**

La Feria HOSPITALAR 2024, a realizarse en Sao Paulo – Brasil, del 21 al 24 de mayo, es considerada una de las principales ferias del sector de la salud en América Latina, con más de 30 años de historia.

La feria HOSPITALAR reúne usualmente más de 1200 expositores de al menos 36 países y 150 mil visitantes en 100 mil metros cuadrados es la interfaz de conexión entre las diversas comunidades de salud, proporcionando oportunidades únicas de negocios, networking e intercambio de conocimiento a lo largo de los 4 días en que se realiza el evento.

HOSPITALAR sirve de escenario para que los fabricantes de dispositivos médicos puedan introducir su producto al mercado; es una forma de que los proveedores mantengan una relación directa con compañías de Brasil y Latinoamérica.

Asimismo, HOSPITALAR promueve diversos productos y líneas de negocio durante dicho evento tales como: equipamientos y dispositivos médicos, equipamientos y dispositivos quirúrgicos, mobiliario médico, infraestructura de salud, uniformes y vestimenta de trabajo, servicios de emergencia, clínica y farmacéutica, entre otros relacionados.

Cabe señalar que Perú tiene una oferta destacada de material y equipamiento para la línea médica. Pese a ello, la feria HOSPITALAR 2024 no pudo ser priorizada en el POI 2024 de manufacturas diversas por temas de disponibilidad presupuestal.

## 6. OBJETIVO DE LA CONTRATACIÓN.

Se requiere la contratación del servicio de alquiler de 1 stand de 9 mt2 en el recinto ferial de HOSPITALAR 2024, a realizarse en Sao Paulo – Brasil, del 21 al 24 de mayo, a favor de la empresa R&G SEGURIDAD E HIGIENE INDUSTRIAL S.A.C., identificada con RUC 20523717759; a través del Servicio 14: Participación en ferias internacionales de exportaciones que no forman parte del calendario de actividades de PROMPERÚ.

Se busca la exhibición y reuniones en el que los compradores puedan concretar citas con representante calificado de la oferta de indumentaria médica, promoviendo de esta forma la oferta de la línea médica.

## 7. ALCANCE Y DESCRIPCIÓN DE LOS SERVICIOS A CONTRATAR

### 7.1 ACTIVIDADES

De acuerdo a las condiciones establecidas en el Anexo N° 1 – Contrato de Adhesión:

Ítem	Descripción	Cantidad
01	SERVICIO DE ALQUILER DE STAND PARA LA FERIA HOSPITALAR 2024	01

#### Datos del Evento:

- Evento: Feria HOSPITALAR 2024
- Ámbito: Internacional
- Fecha: 21 al 24 de mayo del 2024
- Frecuencia: Anual
- Lugar: Sao Paulo, Brasil
- Stand: 9 mt2

### 7.2 LUGAR Y PLAZO DE PRESTACIÓN DEL SERVICIO

El servicio se realizará en la ciudad de Sao Paulo – Brasil.

El plazo del servicio será del 21 al 24 de mayo del 2024, previo perfeccionamiento del contrato

### 7.3 FORMA DE PAGO

El pago podrá realizarse 100% por anticipado siempre que sea condición del proveedor para la realización del servicio en el extranjero, mediante una transferencia bancaria en moneda extranjera (dólares americanos), a la cuenta del proveedor, en observancia del numeral 6.7.4.3 de la Directiva N° 001-2022-PROMPERÚ/GG/OAD, adjuntando para ello el Anexo N° 11 de la citada directiva, debidamente suscrito por la Subdirección de Promoción Comercial y el Departamento de Manufacturas Diversas.

El proveedor enviará su comprobante de pago a la dirección de correo electrónico [comprobantepago@promperu.gob.pe](mailto:comprobantepago@promperu.gob.pe) indicando en el asunto el número de la Orden de Servicio conteniendo los siguientes datos:

- Nombre: PROMPERÚ
- RUC: 20307167442
- Dirección: Calle Uno Oeste N° 050, Edificio MINCETUR, Piso 14, Urb. Córpac, San Isidro, Lima
- N° de orden de servicio: (según corresponda)



En caso cuente con su comprobante de pago Electrónico debe de enviar el documento a la dirección de correo electrónico [comprobantepago@promperu.gob.pe](mailto:comprobantepago@promperu.gob.pe) y [jperalta@promperu.gob.pe](mailto:jperalta@promperu.gob.pe) indicando en el asunto el número de la orden de servicio.

#### **7.4 CONFORMIDAD DEL SERVICIO**

El Departamento de Manufacturas Diversas y la Subdirección de Promoción Comercial deberán haber emitido la conformidad del servicio.

#### **8. OTRAS DISPOSICIONES**

Se establece que los términos de referencia se elaboraron en congruencia con el contrato de adhesión. Se adjunta Anexo:

**Anexo N° 1**

## SERVICES AGREEMENT

This Agreement is entered by Informa Markets Ltda., a company duly organized and validly existing pursuant to the laws of Brazil, enrolled with the National Corporate Taxpayers' Register of the Ministry of Finance under CNPJ n.º 01.914.765/0001-08, with head offices at Condomínio Birmann 21, Av. Dra. Ruth Cardoso, 7.221 - 22º andar, Pinheiros, ZIP Code 05.425-902, São Paulo - SP, , Brasil hereinafter referred to INFORMA, and the Company described below, hereinafter referred to CLIENT:

Sales representative		MAYRA BAZZO TOME		Contract #		Q-181010-1	
<b>CLIENT Detail (for invoice and billing purpose)</b>							
Company Name		Promperu.					
Trade / Display Name		RYG					
Billing Address		Calle Uno Oeste 50					
Country	Peru	State		City	San Isidro	ZIP	150131
Phone	511 980843786	Fax		Home Page			
<b>CLIENT Contacts Responsible for:</b>							
Dept	Name	Telephone	Mobile	Email			
Agreement	Elmer Lava Quispe	511 980843786		elava@promperu.gob.pe			
Operations	Elmer Lava Quispe	511 980843786		elava@promperu.gob.pe			
Marketing	Elmer Lava Quispe	511 980843786		elava@promperu.gob.pe			
Billing & Invoice	Elmer Lava Quispe	+51-980843786		comprobantepago@promperu.gob.pe			

The parties hereto agree to establish the terms and conditions for the CLIENT participation at the trade fair according to the sections stipulated herein:

### I. Summary Table

<b>A) Trade Fair</b>		
Show Name	Venue	Date
Hospitalar 2024	São Paulo Expo	21/05/2024 till 24/05/2024

  

<b>B) Products</b>					
Qty	UOM	Booth No.	Product Name	Unit Price	Amount

9	UN		Mandatory Operational Services	\$ 46.00	\$ 414.00
9	UN		Assembly Business Station Space	\$ 160.00	\$ 1,440.00
1	UN		Digital Package Access	\$ 825.00	\$ 825.00
1	UN		Leadster - Lead retrieval	\$ 625.00	\$ 625.00
1	UN	D-250	Booth Package	\$ 0.00	\$ 0.00
9	M2	D-250	Standard Space [D-250-Inline]	\$ 623.00	\$ 5,607.00
<b>Total 1:</b>					<b>\$ 8,911.00</b>

#### C) Mandatory Services Fees

Qty	UOM	Booth No.	Product Name	Unit Price	Amount
1	KVA	D-250	Energy KVA	\$ 0.00	\$ 0.00
1	UN	D-250	Fire Extinguisher	\$ 50.00	\$ 50.00
1	UN	D-250	City Hall Fee	\$ 0.00	\$ 0.00
9	UN	D-250	Assembly Cleaning	\$ 0.00	\$ 0.00
9	UN	D-250	Electricity Air Conditioning	\$ 0.00	\$ 0.00
1	UN	D-250	Assembly Energy	\$ 0.00	\$ 0.00
<b>Total 2:</b>					<b>\$ 50.00</b>

#### D) Total Contract Amount The CLIENT shall pay to INFORMA an amount of:

<b>Total 1 + Total 2</b>	\$8,961.00
<b>Purchase Order</b>	

#### E) Payments

Payment Conditions	
<b>Installments</b>	1 Payment
<b>First Installment</b>	
<b>Next Installment</b>	

#### F) SPECIAL CONDITIONS

--

The parties enter into this Services Agreement ('Agreement') in accordance with the following conditions:

## I – SCOPE

1.1. The scope of this Agreement is (i) the rendering of services relating to the physical event organized and promoted by Informa ('Physical Event'), and/or (ii) the rendering of online advertising services on a digital platform and/or offline printed material, and/or the provision of content for visualization and/or digital downloading, and/or making digital events (e.g., seminars (*webinars*) on the network) and/or sending emails to third parties as a result of a promotional campaign, and preparation of reports, amongst others ('Digital Services'), all as identified in the Summary Table.

1.2. By entering into this Agreement, the Customer expressly accepts (i) the Customer Portal available on the Informa website with access through personal and non-transferable login and password, and (ii) the General Terms and Conditions applicable to digital services available at: [https://www.informamarkets.com/content/dam/markets/generic/informa-markets/general\\_terms.pdf](https://www.informamarkets.com/content/dam/markets/generic/informa-markets/general_terms.pdf). The Customer Portal, and all content inserted therein (presently or in the future), including, but not limited to the Exhibitor's Manual, as well as the General Terms and Conditions, are an integral part of this Agreement for all legal effects.

1.2.1. Informa reserves the right to define all the technical conditions applicable to the making of the Physical Event and the provision of the Digital Services, taking into account that the events and services include the participation of a multiplicity of customers and partners. This Agreement is entered into on a non-exclusive basis, and Informa may promote, supply and contract equal or similar services with other customers which do business in the same industry as the Customer.

1.3. If the Customer wishes to increase the size of the area (for Physical Event) or request the contracting of additional services (for Physical Event or Digital Services), he/she must request a quotation for Informa to verify the availability and possible increase of the Price, according to the table in force on the date of the request.

1.4. If the Customer intends to reduce the size of the area (for the Physical Event) or request the cancellation of any services contracted hereunder (for Physical Event or Digital Services), it shall communicate to Informa for it to verify the possibility, without prejudice to the Customer's obligation to assume the payment of the penalties applicable due to the partial termination in accordance with this Agreement.

1.5. The Customer declares and acknowledges that its participation in the Physical Event and/or the contracting of the Digital Services has the purposes of displaying its products and/or services and the commercial trademarks that distinguish them, being prohibited the advertisement and promotion, directly or indirectly, of products and/or services of not-participating third parties or that are not of the market segment to which the Physical Event and/or Digital Services.

1.6. The Customer may share the booth area with the trademarks of its commercial representatives, distributors, importers or exporters, provided that it jointly: (i) evidences the official bond between the Customer and such third party; (ii) the display of the third party's commercial trademarks is necessary to complement the Customer's products and/or services; (iii) is previously and in writing authorized by Informa at least thirty (30) days prior to the commencement of the Physical Event and/or the provision of the Digital Services; (iv) the minimum limit (in sqm) for each third party company is observed; and (v) Informa is paid for the additional services accrued. In case of violation of this section by Customer, Informa shall have the right to collect the non-conforming products and materials and request from the Customer payment of all contractual remuneration in double, in addition to any other fines and penalties provided for in the Agreement.

1.7. The Customer is expressly forbidden from releasing balloons, with or without fireworks, and/or the operation of balloons, airships or not, during the Physical Event, either on the perimeter of the place where the Physical Event occurs or in its neighborhoods, under penalty of: (i) fine in the amount corresponding to the Price added of a 10% (ten percent); (ii) prohibition of participation in the upcoming events of Informa; (iii) without prejudice to the civil and criminal liability applicable to the Customer for the damages caused to Informa and third parties.

## II – PRICE AND PAYMENT

2.1. The Customer shall pay Informa for the total amount contracted in the form and conditions set forth in the Summary Table ('Price'). The Price already includes taxes levied on the services as they will be identified at the time of invoicing according to current tax legislation.



2.2. The Customer will only be able to participate in the Physical Event if it has made the full payment of the Price. With regard to Digital Services, specific conditions may be contracted between the parties.

2.3. Informa shall issue the Electronic Service Invoice (NF-e) in the month of the provision of the services according to current municipal legislation and shall send by e-mail to the Customer. If the provision of the Digital Services occurs in a period different from the one of the Physical Event, separate invoices may be issued for each of the services rendered by Informa.

2.4. Customer's failure to pay at maturity date will trigger payment of the positive variation of the IPCA/IBGE index and interest in arrears of 1% (one percent) per month or pro rata on the amount not paid from the maturity date until actual date of payment, in addition to a ten percent (10%) fine calculated on the accrued amount.

2.5. If the non-payment continues until the start date of the assembling of the Physical Event, Informa will be released from the provision of the services, and the Customer will lose the right to set up its booth, exhibit its products/services and participate in the Physical Event. The defaulting Customer must pay all the amounts charged by Informa so that the area allocated to its participation in the Physical Event is released. In the case of Digital Services, the Customer will not be added until it makes the payment, or it will be excluded if it does not pay any installment, as applicable.

2.6. The Customer undertakes to confirm and pay each bank slip with attention and care, taking care not to be a victim of fraud or scam, and Informa shall be exempt from liability for improper payments and / or fraudulent slips. Payment will only be considered made upon financial availability of resources in Informa's bank account.

### III - TERMINATION OF AGREEMENT AND PENALTIES

3.1. The Agreement may be terminated by the parties under the following conditions:

3.1.1. By the innocent party, for cause, if the other party:

(a) has breached or failed to comply with any provision or obligation of this Agreement or other document between the parties (including but not limited to the payment obligation), provided that the default is incurable or, if curable, the defaulting party has not cured it within seven (7) days of receipt of written communication requiring correction, unless a shorter term has been required or granted by the applicable public authority, or

(b) has requested or ordered its bankruptcy or approval of judicial or extrajudicial recovery, or

(c) is convicted of any crime or, otherwise, acts to cause discredit of itself or to the other party.

3.2. In the events (a), (b) and (c) above, if the Customer is the defaulting party that has caused the termination of the Agreement, or if the Customer intends to withdraw from participating in the Physical Event, the Customer shall be liable to pay an indemnity fine proportional to the remaining period for the starting of the assembly of the event, which will be calculated over the Price as follows: (a) if termination occurs between the agreement signing date and 180 (one hundred and eighty) days prior to the start date of the assembling of the Physical Event, the Customer shall be liable to pay a fine of 50% (fifty percent) of the Price and (b) if termination occurs in less than 180 (one hundred and eighty) days prior to the start date of the assembly of the Physical Event, the Customer shall be liable to pay 100% (one hundred percent) of the Price.

3.2.1. The Customer declares that it understands that the charging of the fine of 50% or 100% as the case may be, is due to the fact that events of this nature require scheduling well in advance and the entering into firm and binding commitments by Informa with third parties, including but not limited to, reservation and lease of space, security, sounding and lightening, ambulance, infrastructure, etc. The withdrawal by the Customer does not diminish Informa's obligation to honor and pay for the commitments undertaken with such third parties and in view of the nature of the event in general it is not possible to obtain another customer in the remaining timeframe, so that the Customer confirms that the fine results from equitable and good faith negotiation with the exercise of the autonomy of its will.

3.2.2. Partial termination of the Agreement with respect to the Physical Event shall not affect the contracting of the Digital Services. However, if the Customer desists to continue with the Digital Services, the Customer will remain responsible to pay the Price of the services that have already been actually rendered, in addition to paying an indemnity fine equivalent to 50% (fifty percent) of the Price.

3.3. In case of abandonment of the area, the Customer shall pay the full Price to Informa in addition to reimbursing it for the extraordinary expenses that it will have to incur for the relocation of the space and areas of the Physical Event, without prejudice to the collection of the fine referred to in Section 3.2 above and evidenced losses and damages. It will be considered abandonment of the area when the Customer has not occupied it at least 48 (forty-eight) hours before the opening of the Physical Event.

3.4. In the event of termination of the Agreement, for any reason, Informa shall be free to offer the area in the Physical Event to any other exhibitors and/or customers, as well as to resell any aspects of the Digital Services at its election, without prejudice to any other right or remedy it may have.

3.5. Informa may terminate the Agreement for convenience, at any time, upon written notification to the Customer, in which case any Price already paid that there has been no service in exchange shall be reimbursed to the Customer. The Customer agrees that the foregoing contemplates its sole remedy in the event of termination of the Agreement for the convenience by Informa, and all additional liabilities to Informa are expressly excluded.

3.6. For all other non-compliances of a party which do not have a specific penalty under this Agreement, the defaulting party shall have the opportunity to cure within 7 (seven) days or in a shorter term when applicable, under penalty of a fine equivalent to 10% (ten percent) of the Price, and indemnification for evidenced losses and damages, subject to contractual limitation.

3.7. The basis for calculating the fines established in the above clauses will be corrected according to the positive variation of the IPCA/IBGE from the date of signing of the Contract until the date of its effective payment, being authorized, when it falls, the compensation of the amount of the fine with the amounts received by Informa as Price.

3.8. Termination of this Agreement shall not affect any right, resource, obligation or responsibility of any of the parties which has originated up to the date of termination. The rights and obligations that shall survive pursuant to their nature will survive termination of this Agreement

**3.9. Customer declares that it has read, understood and agreed with the content of Sections II to V, which reflect the fundamental conditions for the pricing and feasibility of rendering of services and execution of the contracted scope.**

#### IV - CANCELLATION AND MODIFICATION

4.1. In any of the following events, Informa may suspend, cancel or modify the dates of the Physical Event and/ or the Digital Services: (i) for reason out of the control of Informa as for instance act of God or force majeure (including, but not limited to, severe weather condition, fire or explosion; war, invasion, turmoil, strike or other civil disturbance; governmental laws, orders, restrictions, acts, embargoes or blockades; national or regional emergency; rationing or lack of fuel, energy, material or resources of adequate resources; acts of terrorism; or general public health condition declared as pandemic or epidemics), or (ii) if there is a reasonable reason that makes the event, at Informa's discretion, inadvisable or unfeasible.

4.1.1. It shall be considered force majeure event the situation in which the Customer is prevented from participating in the Physical Event as a direct result of travel restriction or quarantine imposed by a government authority, upon prohibiting the general public from traveling between the Customer's head offices and the venue of the Physical Event. This clause may not be invoked for the benefit of the Customer if the restriction applies in isolation to an individual.

4.2. The occurrence of one of the events of Section 4.1 above, will imply in Informa's exemption from any and all liability related to the non-execution of the event or rendition of the service on the date previously expected, being preserved the Customer's obligation to continue to pay, subject to the following conditions:

4.2.1. If the Physical Event (i) has the date changed to new dates that are within twelve (12) months of the date on which it should have happened or (ii) is cancelled, but Informa has the reasonable expectation to make it in the next calendar year (or, for biennial events, within the next 02 (two) years), this Agreement shall continue in full force and effect, and all provisions originally agreed shall apply to the Physical Event's new reprogrammed date. For the avoidance of doubt, nothing in this section shall be construed as a waiver for Customer to participate in the Physical Event or of the obligations assumed by the Customer in accordance with the Price payment conditions as provided in the Summary Table.



4.2.2. If the Physical Event is cancelled and Informa does not have reasonable expectation of making it in the next calendar year (or, in the case of a biennial event, within the next 02 (two) years), this Agreement will be deemed terminated in relation to the Physical Event and there won't be any liability to Informa for losses and damages arising from the cancellation. In this case the Customer shall elect to (i) keep the amount paid with Informa as a credit to contract other products or services offered by Informa, or (ii) be reimbursed for the amount paid as Price. The credit or refund to the Customer shall be proportional to the Price of the Physical Event services, not applying to this situation the Price of the Digital Services already rendered.

4.2.3. If the Customer has opted for credit, the use of the credit will depend on the execution of the respective agreement for the contracted service when then said credit will be used to fully or partially offset the effective amount of the price of the new agreement. Non-use of the credit in the manner set out in this section at the new physical event or new digital services will result in the loss of credit.

4.2.4. The parties acknowledge that the right to credit or reimbursement in accordance with Section 4.2.2 above does not apply to monies paid to contractors or suppliers of products/services related to the event (e.g., design and construction contractors, freight forwarders, catering, hotels/housing partners and airlines), even if those contractors or suppliers have been proposed by Informa. The Customer acknowledges that it holds a legal and commercial relationship with such contractors and suppliers independent of Informa, even if such relationship refers to the event.

4.2.5. Section 4.2.2 applies only to monies paid by the Customer to Informa in relation to the services rendered directly by Informa for the Physical Event. Amounts paid for the Digital Services will continue to be due by the Customer.

4.3. Customer acknowledges and agrees that the provisions of this Section IV set forth its sole remedy for the event of modification of date or cancellation of the Physical Event as a result of the above events, and the non-making of the event in this situation does not trigger Informa's contractual default, not being Informa subject to any liability, damages or penalties arising from such non-making other than the change in date, rescheduling for the next calendar year (or 24 months in case of a biennial event) or granting of credit or reimbursement, as the case may be.

4.4. The happening of economic hardship in relation to the hiring and execution of the event does not subject Informa to any liability for eventual damages, indemnities or damages resulting from the cancellation, postponement, change of date, renaming or relocation of the Physical Event or the provision of the Digital Services. Such events also exempt the Informa from the requirement of any contractual fine.

**4.5. Customer declares that it has read, understood and agreed with the content of this section, which reflect the fundamental conditions for the pricing and feasibility of rendering of services and execution of the contracted scope.**

## **V – RESPONSIBILITIES**

### A - Responsibility for the Customer's employees and contractors

5.1. Customer is liable for its employees, representatives, contractors, subcontractors and guests during the preparation, execution and completion of the Physical Event and Digital Services, being liable for any and all acts, including willful misconduct and negligence, material and moral damages, damages and indemnities caused to Informa or third parties, arising from its acts and the actions and omissions of its representatives, employees, contractors and guests, being always liable to Informa on a primary and joint basis along with such third parties. Customer's liability covers any and all measure to indemnify, reimburse and hold Informa free and clear of any damages or costs of any nature, including, but not limited to, fines, attorneys' fees, procedural costs, indemnities, expenses and costs arising from legal and/or administrative claims incurred by Informa.

5.2. Customer is the sole responsible for the selection and hiring of its employees and contractors, including, but not limited to, booth assemblers, electricians, promoters, receptionists and suppliers, in such a way that Customer undertakes to observe and comply with, and make all of its representatives, employees, contractors and/or subcontractors also have unequivocal knowledge and comply with all labor, social security and occupational safety and medicine regulations during the assembly, execution and disassembly of the Physical Event, with the purpose of preventing accidents and damage to workers' health, including Ruling nº 35 of the MIE, which regulates work at height, assuming all responsibilities arising from actions and omissions of such third parties.

5.2.1. Customer declares, herein, that (i) it undertakes to engage reputable companies with specialized professionals for the execution of the assembly and disassembly services of its booth and other services related to the Physical Event and (ii) is aware that non-compliance with occupational safety and medicine standards and the obligation to deliver the documents required in the Exhibitor's Manual may entail stoppage of services until remediation of the measure informed by the occupational safety and medicine team contracted by Informa ('SMT Team').

5.2.2. The mandatory documents relating to the standards of medicine and occupational safety are detailed in the Exhibitor's Manual and shall be submitted electronically in readable files readable by e-mail or own platform. Exceptionally and upon prior and express consent of the SMT Team the documents may be delivered in physical format within the designated term for start of the assembly. Documents submitted outside the deadline stated in the Exhibitor's Manual or in a different format/medium not approved by the SMT Team will be considered as undeliverable.

5.2.3. Service providers and assemblers hired by the Customer which do not present any mandatory document pursuant to the Exhibitor's Manual within the indicated term, shall have access to the Physical Event location denied, until the requirement indicated by the SMT Team is met.

5.2.4. Customer acknowledges that the non-correction of the measure indicated by the SMT Team during the event assembly period may result in the impossibility of completion of the booth's assembly before the opening and execution of the Physical Event, and this will be considered as withdrawal of Customer's participation and the penalties fixed in this Agreement shall apply. Likely, Customer acknowledges that non-curing of the measure indicated by the SMT Team during disassembly of the event may result in the stoppage of the activity, without prejudice to Informa's taking the necessary measures to complete the disassembly and disposal of materials.

5.2.5. Failure to comply with the rules of safety and health at work (in the assembly, execution and/or disassembly of the event) will result to the Customer the collection of the non-compensatory contractual fine of 10% (ten percent) of the Price for each breach identified, without prejudice to Informa's right to terminate the Agreement with immediate effects and Customer's prevention to participate in the Physical Event and subsequent editions. In addition to fines and contractual implications, Customer will be liable for the penalties and sanctions that are imposed by the Labor Public Prosecutor's Office, the State Public Prosecutor's Office, the Judiciary and/or any other competent authority, which must be fully assumed by the Customer and reimbursed to Informa. In the event of the issuance of a Labor Assessment for non-compliance with Regulatory Standard 35 ('NR35') of the Ministry of Labor and Social Security (Ordinance SIT No. 313 of 03/23/2012) which provides for safety standards at work at height, by an assembler or service provider contracted by Customer, Customer shall pay a fine of R\$ 3,000.00 (three thousand reais) per worker and an per item not fulfilled of the NR35. Customer acknowledges that such fine will be imposed by the Public Ministry of Labor to Informa for violation of referred NR35, and then Customer shall make the relevant payment and reimbursement.

#### B - Responsibility for Materials supplied by Customer

5.3. Customer's liability also includes damages and costs relating to third party claims involving: (i) the receipt and/or use of any Materials (defined in Section 6.1) and information (including, without limitation, Customer's name, profile, product and/or services descriptions, logos, copies, texts, photographs, audios, videos, artwork and/or content session data) provided by Customer, or complaint that any Material supplied by Customer constitutes a violation of the Intellectual Property rights (as defined below) of any third party, (ii) any breach, by Customer, of any advertisement regulations, and (iii) when Customer receives a Data List (as defined in Section 8.6), any failure by Customer to comply with this Agreement.

#### C - Labor responsibility

5.4. This Agreement does not create any employment relationship between Informa and the personnel employed by the Customer, even if such personnel are dedicated to the execution of the Physical Event and/or the Digital Services. Also, no employment relationship is created between Customer and the personnel that Informa employs for the rendering of the services subject to this Agreement. In the event of a claim received by a party brought by employees and/or contractors of the other party, on the grounds of joint or subsidiary liability, the other party shall present itself in court or competent authority as responsible for the respective claim assuming the defense, and it shall take all necessary measures to keep the other party harmless and safe from any liabilities and payments, including but not limited any amounts ordered and expenses incurred.



#### D - Indemnification and reimbursement by Customer

5.5. If Informa is obliged to indemnify, pay any amount or incur cost or expense for actions or omissions of Customer, its representatives, employees, contractors or guests that have caused damage or violated Informa or third party's right, the Customer shall reimburse Informa for any and all amounts, expenses, costs and attorneys' fees within five (5) days as of evidence of the amounts incurred by Informa. In any event and at any time, Informa holds the right of redress.

#### E - Informa's Responsibility

5.6. Informa is responsible for the employees and/or service providers it employs and/or hires for any purposes related to the Physical Event and Digital Services, and all expenses with these personnel, including the charges arising from current legislation, whether labor, social security, security or any other., shall be on Informa's account.

5.7. If Informa is held liable for damages and/or losses demonstrably suffered by the Customer and which arise from Informa's act or omission and/or its representatives or employees, it is agreed that the amount of indemnification payable by Informa shall not exceed the amount actually received by Informa as Price. Informa's liability does not achieve indirect damages, loss of customers and/or revenue, for which the Customer expressly acknowledges that Informa and/or its representatives and/or employees assume no responsibility. The parties acknowledge that the above limitation of liability is an essential and fundamental element of this Agreement and of the negotiated conditions inclusively for purposes of maintaining the economic and financial balance of the relationship between Informa and Customer, and that if it did not exist the Price would be substantially higher. For this reason, Customer agrees that the limitation of liability was fixed by common agreement between the parties and expressly agreed in good faith and is reasonable in all respects.

5.8. The execution of this Agreement and the Customer's participation in the Physical Event or the provision of the Digital Services does not imply a guarantee of financial return or any form of profitability to Customer, and there will not be any obligation of Informa to tailor the Physical Event or the Digital Services to a particular business, purpose or interest of Customer.

5.9. It shall not be considered a breach by Informa and Informa shall not be liable for delay or failure to perform any of its obligations under this Agreement if such delay or failure results from any delay, failure or error on the part of Customer in providing cooperation, performance and/or approvals, consents and/or Materials. For the avoidance of doubt, nothing in this Section V shall exempt the Customer from paying the Price due under this Agreement.

5.10. Informa makes no warranty as to the Digital Services in general, including, without limitation, as to the benefit or outcome (commercial or otherwise) that Customer expects to get or the type/level of audience it expects to achieve from the Digital Services. Without limiting the foregoing: (i) if the Summary Table contains any statement as to the number of potential customers (leads), attendants, participants, clicks, impressions, visibility or any other similar subject matter, such language shall be considered only to the reasonable commercial efforts to be employed by Informa to achieve such metric, but if the metric is not achieved such fact does not represent any infringement or non-compliance by Informa, because the parties acknowledge that people accessing the Digital Services may restrict the use of their data because of Personal Data Privacy Laws.

#### F - Responsibility for Infrastructure

5.11. The parties declare and acknowledge that for the execution of the Physical Event Informa contracts the lease or assignment for temporary use of a certain site adapted for corporate events, and the owner of the site shall be fully and exclusively liable for providing the basic infrastructure (water, power, toilets, internet, etc) to meet the Physical Event's needs. Based on this fact, Customer releases Informa from any and all liability for interruptions and/or overload in the delivery of such supplies by third parties.

### **VI - CUSTOMER COMMITMENT IN CONNECTION WITH MATERIALS**

6.1. In relation to Digital Services, Customer shall: (i) supply any and all content, material and information (including, without limitation, advertising material, brand layout, logos) ('**Materials**') to Informa within the terms specified by Informa and (ii) comply with all Informa's specifications and technical requirements for the Materials. If Customer does not do so, Informa reserves the right to refuse to *print or publish online* or, otherwise, to use the Materials, and this shall not represent any right to reduce or deduct from the Price.

6.2. Customer acknowledges and warrants that the Materials (i) are accurate and complete, (ii) are the original work of the Customer in which the Customer is the copyright owner or the Customer has obtained all the releases, consents, approvals, licenses or permissions from the legitimate copyright owner and from any regulatory authorities to be used pursuant to the Agreement, without restrictions, (iii) do not violate or infringe the Intellectual Property rights of any third party and are not and will not be subject to any claims, requests, encumbrances, liens, that harm or interfere with the use of the Materials by Informa, (iv) have no defamatory, offensive, slanderous, obscene, intimidating, threatening, abusive or fraudulent content, (v) are not illegal and do not violate any law or incite or encourage infringement of any law, and (vi) if provided in digital format, are free from any computer viruses (*malware*) or corrupting elements of any kind, and therefore will not cause any adverse effect on the operations of any system, publication, website, platform, media or other assets of Informa and/or any users of any item from the above.

6.3. Customer hereby grants to Informa a free and non-exclusive license for Informa to use, copy and disclose the Materials, with the purpose of allowing the provision of the Digital Services.

6.4. The parties acknowledge that Informa is the owner and shall retain ownership of all Intellectual Property rights related to the Digital Services (excluding the Materials) and Informa shall grant the Customer a free, temporary license for the duration of the provision of the Digital Services, not exclusive and restricted to Brazil for use of deliverables provided by Informa (excluding the Materials), in connection with the provision of the Digital Services.

6.5. Informa will take full care in the production of deliverables that use or incorporate the Materials, but within the maximum extent permitted by applicable law, its liability for any error, omission or incorrect citation that may occur, is limited to the use of best efforts to correct. Informa cannot guarantee the accuracy of the colors used in the incorporation of the Materials which are for graphical purposes and text guide only.

6.6. The Materials are subject to prior approval by Informa. Customer shall have sole responsibility over the Materials, even if they have been approved by Informa. Informa reserves the right to reject any Materials, at any time, if Informa reasonably understands that the Materials violate the applicable laws, not being applied any right to deduct or refund the Price. Informa shall employ reasonable efforts to provide the deliverables in the size, position and shape specified in the Summary Table, but it shall have no liability when reasonable modifications are made so that the deliverables may be delivered.

6.7. Failure to comply with the above conditions by Customer shall give Informa the right to suspend or discontinue the use of any non-conforming Materials and to interrupt the provision of the Digital Services to Customer.

## VII - ANTI-CORRUPTION AND ANTI-BRIBERY

7.1. Each party undertakes, directly or indirectly, not to pay, offer, promise to pay or authorize the payment of any amount or financial advantage or granting of benefit that violates anti-corruption laws and/or anti-bribery prohibitions contemplated (i) in the US Foreign Corrupt Practices Act of 1977; (ii) in the UK Bribery Act 2010; and (iii) in Law 12.846/2013, as well as any decrees, state and municipal laws that regulate the matter, as provided in the Informa's Code of Conduct of Business Partners available at: [https://www.informamarkets.com/content/dam/markets/generic/informa-markets/partner\\_code\\_conduct.pdf](https://www.informamarkets.com/content/dam/markets/generic/informa-markets/partner_code_conduct.pdf) ('Conduct Policy'), which is an integral part of this Agreement.

7.2. Customer agrees to keep complete and correct books and records of all payments made in connection with any transaction or business made in connection with this Agreement and, in the event of suspected bribery or corruption by Customer, the Customer shall make such records available to Informa for compliance verification.

7.3. Violation of this Clause VII by one party grants to the other the right to terminate this Agreement immediately, upon express notice to the defaulting party which shall indemnify for the claims, lawsuits, investigations, fines and penalties of any nature suffered by the innocent party, when duly assessed and proven.

## VIII - DATA PROTECTION

8.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data relating to this Agreement and, as applicable, each party acts as an independent data controller for the purposes of the Data Protection General Law (Law No. 13709/2018).



8.2. Each party shall, when applicable: (i) only process personal data in accordance with all data protection and privacy laws applicable to the territory in which Informa or the Customer, by itself or by third parties, processes personal data, including, but not limited to, the Data Protection General Regulation (EU) 2016/679 ('**Regulation**'), whenever applicable, the Federal Constitution, the Consumer Protection Code (Law No. 8,078/1990), the Civil Code (Law No. 10,406/2002), the Internet Civil Framework (Law No. 12,965/14) and its regulatory decree (Decree No. 8,771/16), the Data Protection General Law (Law No. 13,709/18) and the other sectoral rules or Brazilian or foreign rules on the subject (collectively, the '**Data Protection Laws**'), and (ii) act reasonably in providing such information and assistance that the other party reasonably requests so as to allow the other party to comply with its obligations under the Data Protection Laws.

8.3. If a party learns of a security incident ('**Reportable Breach**') regarding the processing of personal data in accordance with this Agreement, it shall: (i) provide the other party with reasonable details of such Reportable Breach without delay, and (ii) act reasonably, cooperating with the other party with respect to any communications or notices to be issued to data owner and/or supervisory authorities regarding the Reportable Breach.

8.4. If a party receives any communication from a supervisory authority regarding the processing of personal data in accordance with this Agreement, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in cooperation with the other party in response to the communication.

8.5. Informa collects, uses and protects personal data in accordance with its Privacy Policy, available at: <https://www.informa.com/privacy-policy/> ('**Privacy Policy**').

8.6. Customer acknowledges and agrees that if it receives from Informa any list containing personal data as part of the services ('**Data List**'), Customer shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) use the Data List only for the purposes agreed in writing with Informa (iii) to safely delete or remove from use the Data List at the time it is reasonably requested in writing by Informa or as required by the Data Protection Laws, whichever occurs first, (iv) provide Informa with reasonable details of the investigation, denunciation, notification or other communication it receives from the supervisory authority or from the respective data owner regarding the use of the Data List by the Customer, and to act reasonably to cooperate with Informa in connection with Customer's response to the items above. Customer acknowledges and agrees that Informa will only be required to provide Customer with all or part of the Data List to the extent this is legally permitted. Informa will not be liable to the Customer if the volume of personal data provided by Informa is less than expected by it due to the compliance by Informa with the Data Protection Laws.

## IX - INTELLECTUAL PROPERTY

9.1. For the purposes of this Agreement, '**Intellectual Property**' means trademarks, trade names, domain names, logos, design rights, copyrights, database rights, moral rights, goodwill, *trust rights*, know-how and trade secrets, and all other intellectual property rights or comparable rights, registered or not, that exist now or in the future anywhere in the world.

9.2. Customer declares and warrants that all Materials that Customer provides for the purposes of Section VI that contain Intellectual Property do not offend and do not infringe the rights of third parties and that it will obtain all necessary licenses and authorizations for disclosure of any third party's Intellectual Property, exempting Informa from any liability.

9.3. Customer authorizes the use of its trademarks and logos by Informa in any promotional material solely for the purposes of this Agreement and in connection with the Physical Event and the Digital Services and such fact cannot be construed as assignment or transfer of any Intellectual Property from the Customer to Informa.

9.4. Nothing in this Agreement shall be construed as granting to Customer any right, permission or license to use or exploit any Intellectual Property owned by Informa and Informa's affiliates.

## X - INSURANCE

10.1. Customer shall be duly insured in connection with the activities carried out under this Agreement, including, without limitation, Customer participation in the Physical Event. Without limitation to the above in this section, Customer shall contract and maintain effective, with an reputable and recognized insurer, comprehensive civil liability insurance and liability insurance for employees against material and personal injury, death, loss of property, for a coverage amount of at least 5 (five) times the value of the Price, per occurrence or claim. Customer shall ensure that any third parties hired by it for participation (assembly, execution and/or disassembly) in the Physical Event shall keep an insurance, at a minimum, under the above conditions. Informa

shall have the right to verify the insurance policies and proof of payment of insurance premiums held by the Customer and its contractors, upon request.

10.2. To the extent that the Customer is permitted by Informa to share the booth area with third parties pursuant to Section 1.6, the provisions of Section 10.1 above shall apply to such third parties.

#### XI - GENERAL PROVISIONS

11.1. The parties agree that the release of any portion of the Price by the Customer shall, automatically and for all legal purposes, imply acceptance and adhesion by Customer to this Agreement, being the parties obliged to comply with all of its conditions, extending such obligation to authorized successors and assigns.

11.2. Customer shall not transfer or assign, in whole or in part, any right or obligation under this Agreement, nor sublet or assign, in whole or in part, his area in the Physical Event or the deliverables related to the Digital Services, without the express and unequivocal Informa's prior written consent.

11.3. The execution of the Agreement by Customer characterizes full acceptance of all of its terms and conditions, as well as of all other contracts and documents linked to it, including, but not limited to, the Customer Portal, General Terms and Conditions, the Conduct Policy and the Privacy Policy, which are an integral and inseparable part of this Agreement as if they were transcribed herein. Any reference to this Agreement shall be construed as a reference to all such documents.

11.4. Customer declares and warrants that it has read the entire Agreement, having understood its content and discussed its terms and conditions freely with Informa until it is comfortable enough to sign it, without any vice, error, ignorance or coercion.

11.5. Customer authorizes Informa to share the Customer's name and contact information with other companies from Informa's Group, suppliers, sponsors and business partners for sending information about products and services.

11.6. The parties acknowledge that this Agreement is an extrajudicial enforcement title (*título executivo extrajudicial*) in the form of applicable legislation.

11.7. The venue of the Capital of the State of São Paulo is elected, excluding any other, however privileged it may be, to resolve the doubts and disputes arising from this Agreement.

And because they are so agreed, the parties sign this instrument in two (2) originals of equal form and content, in the presence of two (2) undersigned witnesses.

The Parties expressly declare to consent, authorize and acknowledge that this instrument may, alternatively, be signed electronically by their legal representatives, pursuant to Articles 219 and 220 of the Civil Code, and art. 10, paragraphs 1 and 2 of Provisional Measure No. 2,200 of August 24, 2001. To this end, the Parties acknowledge the veracity, authenticity, completeness, validity and effectiveness of this Agreement and all its terms, for all purposes of law.

São Paulo - SP, 2024

\_\_\_\_\_  
Promperu.

\_\_\_\_\_  
Informa Markets Ltda.

#### Witnesses:

1. \_\_\_\_\_  
Name:  
CPF:

2. \_\_\_\_\_  
Name:  
CPF: