

**CONTRACT FOR SERVICES****COMMERCIAL TERMS**

**Client:** PROMPERU, Peru

**Services:** Routes' World 2023 ASM Event Preparation Services & Delegate Places

**Deliverables:** As per the Annexed proposal of services (ANNEX 1)

**Term:** Date of Executed Contract – 17<sup>th</sup> November 2023

**Effective Date:** Date of Executed Contract

**Payment Schedule:** A fixed fee to be paid prior to Routes' World 2023

**Fees:** **£23,730GBP**

**Special Terms:** The Contract between the parties comprises and incorporates these Commercial Terms together with the Trading Terms set out overleaf.

This Contract has been entered into on the Effective Date.

**INFORMA MARKETS (UK) LIMITED****PROMPERU, PERU**

Signature:

Signature:

Name: MR. DAVID STROUD

Name:

Title: MANAGING DIRECTOR, ASM

Title:

Date:

Date:

## TRADING TERMS

### 1. DEFINITIONS

1.1 In these Trading Terms the following words shall have the following meanings:

1.1.1 **"Affiliate"**: Informa's holding company and ultimate holding company and each of its subsidiary companies and its holding company's and ultimate holding company's subsidiary companies from time to time, "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006;

1.1.2 **"Client"**: the business or organization set out in the Commercial Terms;

1.1.3 **"Commercial Terms"**: the commercial terms set out overleaf;

1.1.4 **"Confidential Information"**: any information relating to, but not limited to, the business affairs, prospective business, trade secrets, current and future products, services, technology, customers, market opportunities, IP or finances of Informa or its Affiliates, including without limitation price lists, lists of customers and suppliers which Informa regards, or could reasonably be expected to regard, as confidential information;

1.1.5 **"Contract"**: this agreement which comprises the Commercial Terms and these Trading Terms;

1.1.6 **"Deliverables"**: the deliverables set out in the Commercial Terms which shall be provided in English;

1.1.7 **"Effective Date"**: the date set out in the Commercial Terms;

1.1.8 **"Fees"**: the fees set out in the Commercial Terms (which includes the Initial Fee and the Success Fee) and payable in accordance with these Trading Terms;

1.1.9 **"Initial Fee"**: the fee (if any) set out in the Commercial Terms and payable in accordance with clause 5.5;

1.1.10 **"Initial Term"**: the initial term of the Contract as set out in the Commercial Terms;

1.1.11 **"IP"**: the intellectual property rights in inventions (and for the avoidance of doubt the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect any such inventions), patents, know-how, trade marks (registered or unregistered), service marks, designs (whether or not capable of registration), databases, topography, copyright (including rights in computer software), any and all other intellectual property rights, all such rights having equivalent or similar effect as the foregoing anywhere in the world and the right to claim damages and any other relief for past infringements of the same;

1.1.12 **"Payment Schedule"**: the payment schedule detailing the Fees payable under the Contract as set out in the Commercial Terms;

1.1.13 **"Proposal"**: any proposal provided by Informa to the Client detailing the proposed Services and the proposed Fees;

1.1.14 **"Services"**: the services which Informa is to supply to the Client as set out in the Commercial Terms;

1.1.15 **"Special Terms"**: the special terms set out in the Commercial Terms;

1.1.16 **"Success Fee"**: the success fee (if any) set out in the Commercial Terms and payable in accordance with clause 5.6;

1.1.17 **"Success Fee Criteria"**: the criteria (if any) set out in the Commercial Terms;

1.1.18 **"Term"**: the duration of the Contract as defined in clause 2.6; and

1.1.19 **"Informa"**: Informa Markets (UK) Limited (company number 0370721) whose registered office is at 5 Howick Place, London, SW1P 1WG, United Kingdom

### 2. AGREEMENT AND DURATION

2.1 The Contract will be on these Trading Terms and the Commercial Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 Should any Special Terms contradict any clause of these Trading Terms, the Special Terms shall take precedence over these Trading Terms with the exception of clauses 2.1, 5.12, 6, 7, 9, 12 to 13 (inclusive), 15 and 16 of these Trading Terms, which shall prevail.

2.3 Each order for Services from the Client to Informa shall be deemed to be an offer by the Client to purchase Services subject to this Contract.

2.4 No order placed by the Client shall be deemed to be accepted by Informa until the Contract has been signed by both parties and any Initial Fee has been paid, or, (if earlier) Informa commences performance of the Services.

2.5 Any Proposal is valid for a period of 30 days only from its date, provided that Informa has not previously withdrawn it.

2.6 The Contract shall commence on the Effective Date and, unless terminated in accordance with the terms of this Contract, shall continue for the Initial Term. The Contract shall continue after expiry of the Initial Term unless and until terminated in accordance with clause 10.

### 3. COMPANY'S OBLIGATIONS

3.1 Informa will perform the Services with reasonable care, skill and diligence.

3.2 Informa warrants that the consultants used or employed to provide the Services will be properly experienced and qualified.

3.3 Informa shall employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal and/or the Commercial Terms but may vary these at its discretion to achieve the Deliverables.

3.4 Informa will take all reasonable steps to ensure that its consultants are able to travel wherever is necessary for the performance of the Services. If, however, the UK Foreign and Commonwealth Office (or equivalent national body) issues advice against travel to a specified country or region Informa reserves the right to make alternative arrangements to perform the Services without travel to that country or region. Informa shall not be in breach of this Contract for so doing. If performance of the Services is rendered wholly or substantially impossible for the reasons set out in this clause 3.4, clause 13 of the Contract shall apply.

### 4. CLIENT'S OBLIGATIONS

4.1 The Client will, at its own expense take all steps including without limitation, providing the facilities, materials, software, equipment, information and other resources to enable Informa to:

4.1.1 commence performance of the Services no later than 30 days after the signing of the Contract; and

4.1.2 perform its obligations under the Contract.

4.2 The Client will co-operate in good faith with Informa throughout the provision of the Services including without limitation making personnel available to assist Informa when reasonably requested and procuring that any other contractors or third parties engaged by the Client co-operate with Informa at all relevant times.

4.3 During the performance of the Services the Client will promptly provide all reasonable assistance required by Informa to perform the Services.

4.4 In the event of the Client being in breach of its obligations under clauses 4.1, 4.2 or 4.3 the Client shall grant Informa such extension of time as is reasonable and pay to Informa reasonable costs in respect of such breach.

4.5 In the event the Client requests the Services be suspended for a period of 30 days or more the Client shall pay the Fees and expenses for the Services already carried out and any materials purchased in connection with the provision of such Services.

4.6 Any third party appointments and meetings which are required as part of the Services will be arranged, attended and undertaken at the sole discretion of Informa.

4.7 The Client shall indemnify and keep indemnified Informa, its servants and agents against all claims, actions losses, damages, costs and expenses which may be brought against or incurred or suffered by Informa in connection with the carrying out of the Services pursuant to this Contract which arise as a result of or due to the Client's breach of this Contract, or the negligence or willful misconduct of the Client, its servants or agents.

## 5. PAYMENT

5.1 In consideration of the provision of the Services, the Client will pay to Informa the Fees and expenses in full and cleared funds, without deduction or set off in accordance with this clause 5. Unless otherwise stated in the Commercial Terms, Fees shall accrue on a daily basis.

5.2 Unless otherwise stated in the Commercial Terms, Fees are exclusive of VAT, withholding or service tax which may be applied and charged in addition to the Fees.

5.3 For Services which are provided on a retainer basis, invoices will be submitted monthly in advance and payable by the Client within 30 days of the date of invoice.

5.4 For Services which are provided on a project basis, invoices will be submitted in accordance with the Payment Schedule and payable by the Client within 30 days of the date of invoice.

5.5 Any Initial Fee is payable by the Client on receipt of Informa's invoice. Informa is not obliged to perform any of the Services until such time as the Initial Fee has been paid by the Client.

5.6 Any Success Fee is payable by the Client on receipt of Informa's invoice provided that the Success Fee Criteria have been met to the reasonable satisfaction of Informa either (i) during the Term or (ii) for a period of 24 months immediately following the expiration or termination of the Contract.

5.7 The Client will be responsible for booking and paying all travel and accommodation expenses of Informa in advance. In the event that the Client does not comply with the provisions of this clause 5.7, Informa shall book and pay for all travel and accommodation expenses and will incur an administration fee of not less than 10% of the total cost of

such travel and accommodation. Informa shall invoice the Client for these expenses and the administration fee and the Client shall pay such invoices on receipt.

5.8 The Client will be responsible for all other out-of-pocket expenses incurred by Informa in the performance of the Services. Where the Services and/or the Deliverables require Informa (whether expressly or impliedly) to attend any trade or similar events then the Client will be required to pay a contribution to the travel costs of Informa on receipt of Informa's invoice as follows:

5.8.1 where the event is held in Europe - £395;

5.8.2 where the event is held outside of Europe - £495, and such contributions rates are reviewed on an annual basis and any increase notified to the Client from time to time.

5.9 Where any expense is paid by Informa in a currency other than Pounds Sterling ("GBP") it shall, unless otherwise agreed between the parties, be reimbursed in GBP calculated at the rate of exchange prevailing at the date when the expenses were incurred by Informa.

5.10 The Client will pay interest on all Fees, costs, expenses and charges that remain unpaid after the respective due dates set out in this clause 5.

5.11 All payments shall be made without any deduction or withholding, whether by way of set-off, counterclaim, abatement or otherwise.

5.12 Without prejudice to any other right or remedy it may have, if the Client fails to pay Informa within 30 days of the respective due date, Informa may suspend and/or terminate the performance of all Services under this Contract until all outstanding payments owing to Informa have been made in full.

## 6. CONFIDENTIALITY

6.1 The Client agrees not to copy, publish (in whole or in part) or disseminate the Deliverables or any report, survey or other documents produced or commissioned by Informa, on behalf of the Client, in the performance of the Services to any third party without the prior written consent of Informa, such consent not to be unreasonably withheld.

6.2 The Client agrees to maintain secret and confidential all Deliverables and any reports, surveys and other documents produced or commissioned by Informa, on behalf of the Client, in the performance of the Services.

6.3 The Client shall use solely for the purpose of this Contract and keep confidential and not disclose to any third party (except in the proper performance of this agreement) any Confidential Information obtained in connection with this Contract.

6.4 Clause 6.3 shall not apply to information that is in or comes into the public domain (other than as a result of the breach of clause 6.3) or that the Client is required to disclose by law (but then only for the purpose and to the extent required by law).

## 7. INTELLECTUAL PROPERTY

7.1 IP and rights to IP owned by either party at the date of the Contract ("**Background IP**") shall remain the property of that party.

7.2 The Client grants Informa a royalty free, nonexclusive, non-transferable licence to use the Client's Background IP as required to allow Informa to perform the Services.

7.3 IP created or developed by Informa in the course of providing the Services ("**Foreground IP**") will be owned by Informa.

7.4 Upon completion of the Services and on receipt of payment in full of all sums due by the Client, Informa will grant the Client a non-exclusive, royalty free, non-transferable licence to use any Foreground IP and Informa's Background IP as required to allow the Client to use the Deliverables produced by Informa for the purposes set out in the Proposal.

7.5 The licence granted in clause 7.4 will be terminable in the event that the Client uses Foreground IP or Informa's Background IP for any purpose other than set out in the Proposal.

7.6 The Client will fully indemnify and hold Informa harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, legal expenses) suffered or incurred by or awarded against Informa as a result of or in connection with any claim that the Client's Background IP infringes the IP or other rights of any third party.

## **8. DATA PRODUCTS**

8.1 All IP in any data products supplied by Informa will remain with Informa or its third party licensors.

8.2 Neither Informa nor its third party licensors warrant that any data will be accurate, complete, error free, current or uninterrupted or that any errors can or will be corrected.

8.3 In the event of any interruption to the availability of data products supplied by Informa for any reason, Informa will use reasonable endeavours to procure assistance from the third party licensor to mitigate such unavailability in a timely fashion. If the interruption continues for more than 7 days Informa may seek to provide an alternative solution from the third party licensor and this shall be the Client's sole and exclusive remedy.

8.4 Informa expressly disclaims any and all liability to any persons or entities including, without limitation, the Client for any loss or damage caused by errors or omissions in data or delay or interruption in the provision of or access thereof, whether such errors, omissions, delays or interruptions result from negligence, accident or any other cause.

8.5 Informa is to assure that data products do not contain personal data in application of the EU General Data Protection Regulation (GDPR) and holds the Client harmless of any claims made in this regard by an identified or identifiable natural person.

## **9. LIMITATION AND EXCLUSIONS OF LIABILITY**

9.1 Nothing in these Trading Terms shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by their negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

9.2 Subject to clause 9.1 Informa shall not be liable for any:

- 9.2.1 loss of actual or anticipated income;
- 9.2.2 loss of actual or anticipated profits;
- 9.2.3 loss of business;
- 9.2.4 loss of contracts;
- 9.2.5 loss of data; or
- 9.2.6 special, indirect or consequential loss or damage,

of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known;

9.3 Subject to clause 9.1, Informa's maximum aggregate liability to the Client under or in connection with the Contract whether such claim arises in contract or in tort (including negligence), or otherwise shall in no circumstances exceed the greater of (i) the amounts paid or payable to Informa as set out in the Commercial Terms and (ii) £50,000;

9.4 Informa shall not be liable for any delay or failure to perform its obligations under the Contract as a result of inaccurate or incomplete information provided by the Client.

9.5 No action, regardless of form, arising out of the transactions under this Contract may be brought by the Client more than 2 years after the cause of action has accrued.

9.6 These Trading Terms state the full extent of Informa's obligations and liabilities in respect of the performance of the Services. The parties agree that any condition, warranty, representation or other term concerning the performance of the Services and the obligations under this Contract which might otherwise be implied into or incorporated in this Contract, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

## **10. TERMINATION**

10.1 Either party may terminate the Contract at any time on giving 60 days' written notice to the other party.

10.2 Either party may terminate the Contract immediately by written notice in the event that the other party commits a material breach of the Contract and has failed to remedy that breach within 30 days of the other party identifying the breach to that party.

10.3 Either party may terminate the Contract immediately by written notice in the event that the other party becomes insolvent or commits an act of bankruptcy, or enters into any arrangement with his creditors or goes, or is put into liquidation (other than solely for purposes of reconstruction whilst solvent), or if a receiver is appointed over any part of its business.

10.4 Informa may terminate the Contract immediately upon the change of Control of the Client (and in the event there is a change of Control of the Client, the Client shall in any event immediately provide Informa with a written notice of such change of Control). For the purposes of this clause 10.4, "Control" will be determined by reference to the provisions of the Companies Act 2006.

10.5 Upon termination of the Contract for any reason the Client shall immediately pay all Fees and expenses then owing to Informa (including all the expenses of, caused by, or arising out of such termination).

10.6 The termination of this Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

10.7 Clauses 6, 7.4, 7.5, 9, 10.5 to 10.7 (inclusive), 11 and 16 shall survive termination of the Contract.

## **11. PERSONNEL**

11.1 During the Term and for 6 months after termination or expiration of the Contract, the Client shall not, without the written consent of Informa, solicit or entice (either directly or

indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by Informa or its Affiliates or has been employed by Informa or its Affiliates during the preceding 6 months, and who has been involved with the Services under this Contract, to terminate their employment with Informa or its Affiliates.

11.2 If Informa consents to a member of its or its Affiliate's staff joining the Client pursuant to clause 11.1, Informa may charge a fee in consideration for such consent. Such fee shall be equivalent to 50% of the annual salary that shall be paid by the Client to that employee and shall be payable immediately upon presentation of an invoice by Informa.

#### **12. ASSIGNMENT AND SUBCONTRACTING**

12.1 The Client shall not assign, novate or otherwise transfer this Contract or any or all of its rights under this Contract without the prior written agreement of Informa.

12.2 Informa shall be entitled to assign, novate or otherwise transfer this Contract in whole or in part to any Affiliate or to a party that is not an Affiliate where such assignment, novation or transfer is in connection with the disposal in whole or in part of Informa's business, and in each case the Client will enter into such documents as are reasonably necessary for this purpose.

12.3 Informa may sub-contract any of its rights or duties under the Contract. The selection of sub-contractors shall be at Informa's sole discretion.

#### **13. FORCE MAJEURE**

13.1 Informa shall not be liable for any failure or delay in performing its obligations under the Contract which is beyond its reasonable control, provided it has given written notice of such delay to the Client.

13.2 Where possible in the conditions prevailing at the time, within a period of 1 month from the date of such notice Informa and the Client shall meet to agree steps to alleviate any failure or delay in performance.

13.3 After 1 month from the date of such notice Informa may terminate the Contract and the Client shall pay all Fees and expenses then owing to Informa.

#### **14. DISPUTE RESOLUTION**

14.1 The parties will deal with disputes arising under or in connection with this Contract in accordance with this clause.

14.2 Nothing in this clause will prevent either party from seeking injunctive or similar relief.

14.3 Each party shall nominate a representative who will be authorised to deal with the management, negotiation and settlement of disputes arising under or in connection with this Contract. Each party may change the identity of its representative at any time during the Term and each representative may appoint a suitable deputy or alternate to perform some or all of the representative's functions in his absence.

14.4 Each party will refer any dispute that arises under or in connection with this Contract to its nominated representative appointed in accordance with clause 14.3 who shall be responsible for the escalation of the dispute within that party's organisation. Representatives of the parties will meet at a mutually agreed time and place within 10 days of such referral to try to seek resolution or decide upon a course of action for resolution of the dispute.

14.5 If any dispute has not been settled or a course of

action for its settlement agreed within 20 days of its reference to the parties' representatives, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be appointed by CEDR. To initiate the mediation a party must give written notice to the other party/parties to the dispute requesting mediation (the "**ADR Notice**"). A copy of the ADR Notice should also be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR Notice.

#### **15. ANTI-BRIBERY AND CORRUPTION**

15.1 The Client shall comply with all applicable laws and regulations as well as strictly comply with both spirit and letter of the OECD Convention on Combating Bribery of Foreign Public Officials, The United Nations Convention against transnational organized crime and protocols thereof (resolution 55/25), the Criminal Law Convention on Corruption (Strasbourg 27.1.1999 Treaty n°173), the Civil Law Convention on Corruption (Strasbourg 4.11.1999 Treaty n°174 ), and any other anti-corruption laws applicable to England and Wales.

15.2 Breach of this clause 15 shall be treated as a material breach of the Contract for the purposes of clause 10.2.

#### **16. GENERAL**

16.1 Any delay by Informa in exercising any of its rights under this Contract will not constitute a waiver of such rights.

16.2 If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from them.

16.3 The Contract contains the entire agreement between the parties with respect to the Services and neither the Contract, the Services, the Deliverables nor the Fees may be modified or varied except by an instrument in writing signed by the duly authorised representatives of the parties.

16.4 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have the authority to act as agent for, or to bind, the other party in any way.

16.5 Any notice or written communication required or permitted to be served on or given to either party under this Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out in this Contract or to such other address which it has been previously notified to the sending party and shall be deemed to have been given 2 days after the day of delivery. In the case of Informa a copy shall be sent to the Senior Vice President at the address set out above.

16.6 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that act.

16.7 This Contract will be governed by and interpreted in accordance with the laws of England and Wales.

16.8 The parties to this Contract submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim, dispute or matter arising out of or relating to them.

**ANNEX 1 PROPOSAL OF SERVICES**

**Client:** COMISION DE PROMOCION DEL PERU PARA LA EXPORTACION Y EL TURISMO – PROMPERU (“PROMPERU”)

**Address:** Calle Uno Oeste 50, Edificio MINCETUR, Pisos 13 y 14, San Isidro – Lima, Perú

**Project:** PROMPERU World Routes 2023 Delegates and ASM Services Contract

**Brief:** Routes and ASM (part of “Informa UK Limited”) shall provide PROMPERU, Peru with the following Air Service Development Services:

**World Routes 2023 (15-17 October 2023, Istanbul, Türkiye) Participation:**

2 x Tourism Authority Delegates with 10 meetings included (to be held at airline table) @ £3,115GBP = £6,230GBP  
ASM Expert Air Service Development Consultancy Services @ £17,500GBP to include the following services:

**World Routes 2023 preparation work shall include the following services:**

- Refresh relevant market data
- Select most viable airline/route targets and coordinate PROMPERU’s airline meeting diary
- Provide appropriate relevant airline presentation business case presentations for up to nine face to face airline meetings + 1 generic presentation
- Hold calls/meeting with PROMPERU prior to the event

**During World Routes 2023 event:**

- Expert ASM assistance at up to nine face to face airline meetings

**Post World Routes 2023 event:**

- Provide write up/summary of meetings held and provide a list of suggested actions to help take opportunities forward
- Follow up on immediate actions that require additional support, data and/or information for up to one month after the forum

ASM Consultant Travel contribution included in the project fee.

**Agreement:**

**Initial Term:** Project to commence on date of executed contract and shall end on 17th November 2023.  
**Payment Schedule:** One-off fee which needs to be paid in advance of World Routes 2023  
**Fee:** **£23,730GBP**

The Contract between the parties (PROMPERU & INFORMA (UK) LIMITED) comprises and incorporates these Commercial Terms together with the ASM Trading Terms and Routes Exhibition Terms and Conditions set out overleaf. This Contract has been entered into on the Effective Date.