

APPLYBOARD TRW26

SPONSOR TERMS AND CONDITIONS

ApplyBoard Inc. (“**ApplyBoard**” or “we”, “us” or “our”) is excited to host our TRW26 event (the “**Event**”) located at the Andaz Delhi, Aerocity, New Delhi, India, on March 13-15, 2026 (the “**Event Date**”). By submitting the sponsorship form provided to you, by paying the amount invoiced to you with regard to your sponsorship of the Event or by attending the Event, you are hereby entering into an Agreement with ApplyBoard under which you will be bound by the terms and conditions herein (the “**Terms and Conditions**”). Each of the Sponsor (as defined herein) and ApplyBoard may be referred to throughout these Terms and Conditions individually as a “**Party**” and collectively as the “**Parties**”.

1. Sponsorship. ApplyBoard hereby engages you and/or the institution you represent (the “**Sponsor**” or “you”), and the Sponsor hereby accepts such engagement, each subject to the terms and conditions set forth herein, to sponsor the Event. Such sponsorship shall be at the category/level agreed to by the Parties and as determined in accordance with ApplyBoard’s Event sponsorship package (the “**Sponsorship Category**”). ApplyBoard shall provide Sponsor with the benefits associated with the applicable Sponsorship Category (the “**Sponsorship Benefits**”) and in consideration of such benefits the Sponsor shall pay to ApplyBoard the sponsorship fee associated with the applicable Sponsorship Category, or as otherwise agreed to by the Parties in writing (the “**Sponsorship Fee**”).

2. Payment Terms. ApplyBoard shall deliver an invoice to Sponsor for the Sponsorship Fees and such Sponsorship Fees are due net-30 days from the invoice date. Sponsor is responsible for providing complete and accurate billing and contact information to ApplyBoard and notifying ApplyBoard of any changes to such information.

3. Cancellation by Sponsor. In the event that a Sponsor cancels their sponsorship with ApplyBoard sixty (60) days prior to the Event Date, ApplyBoard shall provide the Sponsor with a full credit of the Sponsorship Fee. Said credit may only be used for other marketing initiatives with ApplyBoard. In the event that a Sponsor cancels their sponsorship with ApplyBoard thirty (30) days prior to the Event Date, ApplyBoard shall provide the Sponsor with a fifty percent (50%) credit of the Sponsorship Fee. Said credit may only be used for other marketing initiatives with ApplyBoard. In the event that a Sponsor cancels their sponsorship with ApplyBoard twenty-nine (29) days prior to the Event Date, the Sponsor shall not receive any refund or credit of the Sponsorship Fee.

4. License Grants. Sponsor hereby grants ApplyBoard a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor’s Marks to provide the Sponsorship Benefits from the date these Terms and Conditions are deemed to be agreed to until and including the Event Date (the “**Term**”). ApplyBoard shall use Sponsor’s Marks in good faith and any goodwill arising from the use of Sponsor’s Marks will accrue to the benefit of the Sponsor. On written request, ApplyBoard shall modify or remove the use of the Sponsor’s Marks. Nothing in these Terms and Conditions shall affect either Party’s ownership of and rights to its respective Marks and intellectual property. “**Marks**”, as used herein, means any trademark,

trade name, service mark, dress mark, design, industrial design, logo, domain name, or other indicator of the source or origin of any product or service.

5. Assignment of Space. Where space is to be provided to Sponsor as a Sponsorship Benefit, we, in our sole discretion, reserve the right to move, add, alter, or delete from the Sponsor’s space, provided the space meets the requirements of the Sponsorship Benefits to be provided to the Sponsor in the applicable Sponsorship Category. Should circumstances make it necessary, in our sole discretion, we may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, carry through any structural alterations or make any other changes we deem appropriate.

6. Postponement. You acknowledge that should we, in our sole discretion, elect or be required to postpone the Event to a new date or change the format of the Event, including, but not limited to, a change from an in-person event to a virtual event, your sponsorship and corresponding registration will roll over to the new date/platform.

7. Event Cancellation. Should we be required to cancel the Event, you will be issued a credit to attend TRW27.

8. Changes to these Terms and Conditions and Event. You acknowledge that we may, in our sole discretion, elect to change or modify these Terms and Conditions, and any aspect of the Event, including, but not limited to, the format of the event (including, without limitation, from an in-person Event to a virtual Event and vice versa), speakers, participants, content, venue location, program or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event (as defined below), in each case without liability.

9. Compliance with Public Health Requirements. While at the Event, you and your attendees agree to comply with all health and safety screenings, laws and regulations with regard to current public health guidelines.

10. Event Credentials. ApplyBoard-issued credentials are our sole property and must be surrendered upon demand to our representatives. ApplyBoard-issued credentials must be prominently displayed while at the Event. False certification of an individual as an attendee, misuse of your credentials, or any other method or device used to assist unauthorized personnel to gain admittance to the Event will be just cause for expelling you and your representative(s) from the Event and/or banning you from future ApplyBoard events. You and your respective employees and agents, and anyone claiming to be at the Event through you, waives any rights or claims for damages arising out of the enforcement of this rule.

11. Websites and Links. The Event and associated ApplyBoard websites may link to other websites and networking tools provided for your convenience. The contents of these websites are maintained by their owners, for which we take no responsibility. We shall have

no responsibility or liability for the contents of or use of information contained in any such website or link.

12. Permission to Use Photos and Videos for Promotional Purposes. Please be aware that we will be taking photographs, video and audio recordings in public areas of the Event. You and/or your attendees' image and the sound of you and/or your attendees' voice may be recorded. If you and/or your attendees are identified during the recording, that information may be included in our materials. You warrant that you have the authority to bind your attendees. As such, you and your attendees: (a) hereby grant us, and our successors and assigns, including, but not limited to, our and their respective employees, agents and contractors the right and permission to take photographs, audio and video of you and/or your attendees (the "**Content**") and publish, post, broadcast, reproduce and otherwise use such Content, without restriction as to changes or alterations that may be made by us, worldwide in any medium (including print and electronic media) and through any channel or platform, including but not limited to our website and social channels (including, without limitation, Instagram, TikTok and Facebook) for publicity, promotional and advertising purposes. You understand that we may edit, alter or annotate the Content without restriction and undertake the activities described in this paragraph with respect to edited, altered or annotated Content. You and your attendees waive any right to review or approve any edited, altered or annotated Content. You and your attendees understand that we have no obligation to use the photographs or videos; (b) understand that the Content may be used with or without identifying you or your attendees by name, affiliation or social media handle. You and your attendees consent to our collection and use of the Content; (c) acknowledge that we are the exclusive owner of all right, title and interest in and to the Content and derivative works therefrom, including all intellectual property rights therein; (d) understand and agree that neither you nor your attendees will receive any royalty, payment or compensation in connection with the Content and our use thereof.

13. Release. To the fullest extent permitted by law, you and your attendees irrevocably waive all rights relating to any and all claims and actions arising in connection with the Event, these Terms and Conditions, or our use of the Content, including, for certainty, claims relating to invasion of privacy or use of altered or edited Content. You and your attendees covenant not to bring any such claim or action against us, our affiliates, or our/their respective directors, officers, employees, agents and contractors (the "**ApplyBoard Releasees**") and forever release and discharge the ApplyBoard Releasees from liability for any such claim or action.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE EVENT, THE SPONSORSHIP OR THESE TERMS AND CONDITIONS. TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR

UNDER THESE TERMS AND CONDITIONS, OR YOUR SPONSORSHIP OR ATTENDANCE AT THE EVENT, EXCEED CAD \$100.00. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS AND CONDITIONS WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

15. Force Majeure. We will not be liable for anything caused by any event beyond our reasonable control, including, for example, an act of government, pandemic, epidemic, flood, fire, earthquake, pandemic, epidemic, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay or denial of service attack. In any such event, we may postpone, reschedule or cancel the Event without liability. If the Event cannot be held or is postponed pursuant to this section, we shall not be liable to you for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses.

16. No Representations or Warranties; Rules and Regulations; Entire Agreement. We make no representations, conditions, or warranties, express or implied, regarding the number, quality or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by these Terms and Conditions are subject to our sole discretion. We may adopt, amend, or revoke any established rules and regulations, from time to time, on reasonable notice to Sponsor. Any such rules or regulations, as well as applicable laws, including but not limited to any communication from ApplyBoard to Sponsor are hereby incorporated into these Terms and Conditions and have the same effect as if set forth herein. These Terms and Conditions, including but not limited to any additional rules or regulations adopted by us, states the entire agreement between the parties and may not be amended without our written consent.

17. Severability. If any term or provision of these Terms and Conditions are deemed to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Applicable Laws. These Terms and Conditions will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. Contact. If you have any questions regarding these Terms and Conditions, please direct them to us at: trw@applyboard.com; Or ApplyBoard Inc., 101 Frederick Street, Suite 600 Kitchener, ON, Canada N2H 6R3, P: +1 519 900 6001.