

EXHIBIT A Conditions, Rules, and Regulations Governing Sponsorship Marketing Services Agreement

The below terms and conditions apply to the marketing services described in the Sponsorship Marketing Services Contract (hereinafter the "Agreement") made between Diversified Communications doing business as indicated above ("Diversified" or "Publisher") and the described sponsor ("Advertiser" or "Company"). In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Advertising. Publisher shall use reasonably diligent efforts to provide the marketing services described above including the Internet-related or print advertising outlined within this Agreement. Any advertising content, graphics, materials or digital assets submitted by Advertiser must be in form and substance acceptable to Publisher and must be in compliance with commonly accepted industry standards including but not limited to the standards set forth in Publisher's Terms of Use set forth at www.divcom.com/images/TermsOfUse.pdf and fully incorporated herein by reference (hereinafter said standards are "Publisher's Standards"). Additionally all of the rights and obligations of parties using Diversified websites, which are described in the above referenced Terms of Use, as the same may be updated and amended from time to time, shall also bind Advertiser even if its ads are only contained in Diversified's printed publications.

2. Refusal. Publisher reserves the right to refuse to publish advertising for Advertiser or for any party whose product, service, or proposed advertisement is not in keeping with the character of the relevant Diversified publication or whose advertising materials do not comply with Publisher's Standards.

3. Payment. Advertiser shall pay the advertising fees to the Publisher on the dates set forth in this Agreement.

4. Campaign Dates. Publisher requires all advertising content, graphics, and other materials be submitted by Advertiser as requested in writing by Diversified's representative. Failure to comply with Publisher's Standards or due dates may result in the delay of the delivery of the marketing services. Further Publisher reserves the right not to run Advertiser's campaign at all and still hold Advertiser liable for all fees associated with the creation, development and design of advertising deliverables associated with this Agreement if the campaign is delayed or cancelled due to Advertiser's failure to comply with Publisher's standards or due dates.

5. Indemnity. Advertiser shall at all times defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of Advertiser's advertisements served by Publisher pursuant to this Agreement and/or any materials to which any Diversified website users can link through from those advertisements.

6. Limitation of Liability.

(a) Under no circumstances shall Publisher be liable to Advertiser or any third party for indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), arising from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source.

(b) Publisher disclaims any and all representations and warranties, including any regarding merchantability, fitness for particular purposes, suitability, compliance with laws, quality or otherwise with respect to any Diversified website or Diversified printed publications and makes no guarantees that the Advertiser will experience increased business or sales from its advertising.

(c) In no event shall Publisher be liable in any way for an amount greater than the payment owed to Publisher set forth in this Agreement

(d) Publisher would not have entered into the Agreement but for the limitations contained within this section.

7. Intellectual Property Rights. Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Advertiser's logo, trade name and trademark on any advertising from Advertiser and to otherwise use such items in connection with the purposes of this Agreement. To the extent that the advertisement includes any white paper or research report, Diversified retains all ownership rights in the report and the data set forth therein. Advertiser's rights are limited to a non-exclusive license having usage terms as defined more specifically herein.

8. Force Majeure. Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including but not limited to acts of war, acts of God, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

9. Right of First Refusal. Publisher does not guarantee a Right of First Refusal to Advertiser for any previously selected or contracted advertising with any Diversified websites or Diversified printed publications.

10. Miscellaneous. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both of the parties hereto. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. This Agreement will be deemed entered into in Maine and will be governed by and interpreted in accordance with the laws of the State of Maine, excluding that body of law known as conflicts of law. The terms of this Agreement are the confidential information of Publisher. This Agreement has been negotiated and drafted by both parties, with counsel from both parties reviewing the document. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.

11. Refund Policy. Publisher has a no refund policy and as such, all fees associated with this Agreement are non-refundable once paid, except as may be otherwise set forth in its cancellation policy.



2018 Sponsorship Marketing Services Contract

19-21 June 2018

Hotel Arts Barcelona

Barcelona, Spain

12. Compliance with Tax and Other Laws. It is the sole responsibility of the Advertiser to report and self-regulate all applicable VAT and other taxes from their country of origin. Advertiser also represents and warrants that it will comply with all applicable laws and its engagement of Diversified will not violate any regulations administered and enforced by the U.S. Department of Treasury Office of Foreign Assets Control's (OFAC) Sanctions Program or other applicable international laws. Further if its country of incorporation is subject to further review as required by Diversified Communications sanctions compliance internal procedure, it will provide all information requested in the Questionnaire Addendum provided to it by Diversified and agree to all terms and conditions contained therein.

13. Cancellation Policy. Diversified must receive all cancellations in writing. Written notice of cancellation may be provided by mail or e-mail to Diversified Communications, PO Box 7437, 121 Free Street, Portland, ME 04112-7437. Cancellations received prior to the Campaign Start Date shall be subject to a cancellation fee equal to the total cost of the fees associated with work done and resources deployed by Diversified up to that point, as determined at its discretion unless a specific fee is articulated herein. If the advertising reduced, the net reduction will be treated as a cancellation of that advertising package(s). Cancellations received after the Campaign Start Date shall be subject to a fee of 100% of the total cost of the advertising package. The Advertiser acknowledges and agrees that Diversified shall be entitled to retain the payments described above with respect to any cancellation and if there are outstanding cancellation fees owed at that time, they shall be payable immediately.