

MEMORANDUM OF UNDERSTANDING
PARTICIPATION TO PWC CYBERSECURITY & PRIVACY DAYS

This Memorandum of Understanding (“**MOU**”) is made effective as of ----- (Date) 2021

BETWEEN:

- (1) **PricewaterhouseCoopers, Société coopérative**, a company incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B.65477 (“**PwC**”),

AND

- (2) ----- (Name of the Applying Company), a company incorporated under the laws of ----- (Country), having its registered office at ----- (Address), registered with ----- (Name of the Register) under number ----- (Registration number) (the “**Applying Company**”),

PwC and the Applying Company are together referred to as the “**Parties**” or individually as a “**Party**”.

WHEREAS:

- (A) PwC is the organizer of the PwC Cybersecurity & Privacy Days, an event gathering stakeholders in the field of cybersecurity and privacy to be held on 28 October 2021 in Luxembourg (the “**Event**”), as further detailed at the following webpage: <http://www.pwc.lu/cybersecuritydays> ;
- (B) The Applying Company is one of the five (5) finalists selected to pitch at the Event;
- (C) During the Event, the Applying Company will present its cybersecurity or privacy solution (the “**Product**”) in front of a panel of participants and a jury and compete to win the Cybersecurity Solution of the year Award;
- (D) This MOU aims at defining the mutual understanding of the Parties in respect of their relationship in the context of and following the Event.

NOW, IT IS HEREBY AGREED AS FOLLOWS:

1. Mutual Understanding Principles

- 1.1. PwC shall reserve a presentation slot of 8 minutes + 2 minutes Q&A to the Applying Company during the Cybersecurity & Privacy Days so that the Applying Company can present its Product. The Applying Company undertakes to attend the Event and deliver a pitch of 8 minutes + 2 minutes Q&A on its Product. The Applying Company will bear the travel expenses and accommodation cost incurred by itself to attend the Event.
- 1.2. The Applying Company acknowledges and agrees that PwC acts in respect of the Event as organizer. PwC may provide professional coaching and guidelines to the Applying Company in relation to the pitch to be held by one or two representatives of the Applying Company during the Event.
- 1.3. The Applying Company will make its best efforts to comply with the guidelines laid down by PwC in relation to the organization, timing and presentation of the Product. The Applying Company will provide PwC with the presentation support and any other necessary material reasonably in advance to facilitate the organization of the Event by PwC and ensure the success of the Event.

- 1.4. The selection, coaching, participation and/or the possible granting of the Cybersecurity Solution of the year Award to the Applying Company in relation to the Event shall under no circumstances be presented by the Applying Company towards third parties nor considered by the Applying Company, in any form whatsoever, as a recommendation or other form of validation granted by PwC in respect of the Applying Company, its Product and/or services. The Applying Company warrants that it and its employees and agents will comply with this clause.
- 1.5. The Applying Company is not entitled to use the name and logo of PwC without the prior written permission (including by e-mail) from PwC Communication department for each specific use of PwC's name and/or logo. PwC may withdraw such authorization at any time (including by e-mail). The Applying Company may however communicate to the public on its participation to the Event and, as the case may be, on the Cybersecurity Solution of the year Award it may have been awarded, through its marketing channel.
- 1.6. The Applying Company commits not to make any private or public statement, orally or in writing, which would be detrimental, disrespectful or may otherwise negatively affect the image and/or good repute of PwC or of the Event. This clause shall survive this MOU during five (5) years following the termination of this Agreement.
- 1.7. The participation to the Event is free of charge and PwC receives no remuneration for the organization of the Event or its coaching of the Applying Company.

2. Relationship Management Principles

- 2.1. For a period of one year as from the date of the Event, the Parties will exchange, at least on a quarterly basis, on overall progress and foreseeable outcomes of the Applying Company following its participation to the Event. This could be a telephone conversation, teleconference or any other mean of telecommunication.
- 2.2. The contact persons for the purpose of the preceding clause have been assigned by the respective Parties as follows:
 - By and for PwC: Koen Maris
 - By and for the Applying Company: ----- (Name).
- 2.3. Each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

3. Confidentiality

- 3.1. Each Party shall keep confidential all information of or relating to the other, as is marked or designated to show expressly or by necessary implication that it can reasonably be considered to be, confidential to the disclosing party ("**Confidential Information**").
- 3.2. The obligations of confidentiality above shall not apply to any portion of Confidential Information which (i) is or has become publicly known through no breach by the receiving Party of this MOU, including through the presentation of the Product by the Applying Company in the context of the Event or (ii) was lawfully received by the receiving Party without any restriction and without any obligation of confidentiality or (iii) was lawfully and independently developed by the receiving Party.
- 3.3. The obligation of confidentiality shall survive this MOU during five (5) years following the termination of this Agreement.

Intellectual Property

- 3.4. The Applying Company warrants and represents to PwC that it is the owner of the Product and has all necessary rights (including, without limitation, ownership rights, license and copyrights) in relation to the presentation of the Product during the Event, as well as in respect of any related presentation support, document or material which it intends to use during the Event and its preparation.
- 3.5. In the event that all or part of said Product, documents or material or their use would infringe upon any third party's intellectual property right, including copyrights, the Applying Company commits to holding PwC harmless against any proceedings, damages and costs that PwC may suffer as a result of such infringement.
- 3.6. Nothing contained in this MOU nor the participation to the Event by the Applying Company shall be construed as granting to or conferring on either Party any rights by license or otherwise, expressly or impliedly, for any other Party's assets, concepts, methodologies, ideas, invention, discovery or improvement made, conceived or acquired prior to or after the date of this MOU, save, where necessary, for the rights granted by the Applying Company to PwC to use, copy, amend, adapt, translate, broadcast, distribute and publish during the Event the presentation and supporting documents communicated to that end by the Applying Company. All materials containing Confidential Information furnished by or obtained from the disclosing Party shall be and remain the property of that disclosing Party.

4. Data Protection

- 4.1. PwC will necessarily process information relating to identified or identifiable natural persons (the "**Data Subjects**") that is provided directly or indirectly by the Applying Company and/or its employees and/or agents. The conditions and modalities regarding this data processing, including the rights of the Data Subjects, can be found on the following website: www.pwc.lu/dataprotection-notice.
- 4.2. Should the Applying Company be a recipient of personal data within the meaning of the EU General Data Protection Regulation, it undertakes to comply with the minimum commitments set in the data protection statement available on the following website address: www.pwc.lu/dataprotection-statement.

5. Force majeure

- 5.1. Neither Party is liable to the other Party under this MOU in circumstances where, because of an event of force majeure, it is prevented from performing its obligations under this MOU due to circumstances beyond its control.
- 5.2. In an event of force majeure, or where the circumstances so require, PwC reserves the right, without indemnity to the Applying Company, at its sole discretion, to cancel, postpone or relocate the Event and will inform the Applying Company accordingly, for confirmation of its participation in case of postponement or relocation.

6. Compliance with applicable laws

The Applying Company certifies that it is and undertakes to remain in compliance with regard to all laws and regulations in force applicable to its participation to the Event and agrees to comply with the key terms of the PwC Code of Conduct available on the following website address: www.pwc.lu/3rd-party-code-of-conduct.

7. Duration and termination

- 7.1. This Agreement is entered for a period ending one (1) year after the date of the Event. Provisions of this MOU expressed to or which by their nature shall last for a longer period, shall survive the termination of the Agreement.

- 7.2. PwC may immediately terminate this MOU and cancel the participation of the Applying Company to the Event without indemnity for the Applying Company in the following cases:
- (i) where the Applying Company is in breach of its representation and/or fails to fulfil its obligations under this MOU;
 - (ii) if this MOU or the participation of the Applying Company infringes or may infringe the auditor independence rules, laws, regulations or professional standards to which PwC is subject; or
 - (iii) in the case of commencement of proceedings for declaration of insolvency, recovery, liquidation or judicial arrangement against the Applying Company.
- 7.3. The Applying Company may immediately terminate this MOU and cancel its participation to the Event without indemnity for PwC in the following cases:
- (i) where PwC fails to fulfil its obligations under this MOU; or
 - (ii) in the case of commencement of proceedings for declaration of insolvency, recovery, liquidation or judicial arrangement against PwC.

8. Liability

- 9.1 The Applying Company commits to hold PwC harmless from any and all damages, including third party claims, resulting from a breach attributable to the Applying Company of its representations and obligations under this MOU.
- 9.2 Except in case of gross negligence or wilful misconduct and to the fullest extent permissible under applicable laws, PwC's liability towards the Applying Company in case of breach attributable to PwC of its obligations under this MOU shall be limited to the lower of (i) EUR 5,000 (five thousand euros) and (ii) the duly demonstrated travel expenses and accommodation costs directly incurred by the Applying Company in relation to its participation to the Event. PwC accepts no liability for any damage whatsoever that the Applying Company may suffer, directly or indirectly, in connection with the organization of the Event or the coaching the Applying Company received free of charge for the preparation of its pitch.
- 9.3 Neither Party will be liable for indirect, incidental, punitive, or consequential loss, cost or expense whatsoever for loss of business, loss of profit, loss of management or operation time, loss of revenue or profits or of contracts, loss of goodwill or reputation, whether caused directly or indirectly, or to give an account of profits to the other Party and other like losses arising from this MOU.

9. Physical and logical access to PwC premises

Where the participation of the Applying Company to the Event involves access to PwC premises or logistical access, the Applying Company and any of its employees, representatives or agents shall comply with PwC internal procedures of PwC of which the Applying Company acknowledges it has been fully informed. Any access not expressly authorized by PwC is prohibited.

10. General Business Terms

- 10.1. This MOU shall not be used as evidence concerning the effect, meaning or interpretation of any previous or subsequent contract between the Parties. The execution of this Agreement does not relieve the Applying Company from any of its obligation under any separate agreement, including the terms and conditions in relation to the Event which have been previously accepted by the Applying Company, a copy of which will remain attached hereto as appendix.
- 10.2. Each Party shall bear all their own costs and expenses incurred in connection with the entering into this MOU. No fee, remuneration or expenses shall be due by PwC to the Applying Company in relation to the venue and participation of the Applying Company to the Event.

10.3. Neither Party is entitled to assign or subcontract part or all of its rights and obligations under this MOU.

11. Miscellaneous

11.1. No amendment or modification of this Agreement shall be valid unless made by the mutual written agreement of the Parties.

11.2. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable. Upon such modification, the rights and obligations of the Parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

12. Governing Law and competent jurisdiction

This MOU shall be exclusively governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg. Upon failure of any amicable settlement within 15 days a dispute has been escalated to the respective Party's management, such dispute shall be exclusively submitted to a court of competent jurisdiction of Luxembourg-Ville.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorised representatives in two (2) originals, each party declaring to have received one and acknowledging to understand and speak English.

PricewaterhouseCoopers, société coopérative
represented by

Name: Koen Maris
Title: Cybersecurity Leader
Date: XX
Place: Luxembourg

[Name of the Applying Company]
represented by

Name:
Title:
Date:
Place:

Appendix

Terms and conditions of the Event

- Applications are free of charge and must be submitted by 9 July 2021.
- Submissions will only be accepted in the form of the official online application form. The form must be completed by the applicant. Incomplete applications may be excluded from the final selection process.
- PwC and the independent judging panel reserve the right to make changes at any time throughout the process.
- All applications must relate to business activities realised during the organisation's most recent financial year.
- Information that companies or individuals do not want to be made public should be clearly marked as private and confidential.
- The top five finalists must be able to dedicate time to the coaching for the pitch.
- The top five finalists must provide information about their solution for the PwC Cybersecurity & Privacy Days brochure in a specific format, which will be communicated to them after the first selection.
- The PwC Cybersecurity & Privacy Days will be held in Luxembourg on 28 October 2021. The award ceremony will take place during the gala dinner on the same day. (if the sanitary measures allow you to travel)
- The top five finalists must be prepared to accept their award in person at the award ceremony and agree that their names and images can be used for publicity purposes. (if the sanitary measures allow you to travel)
- The top five finalists may be filmed during the event.
- The winner of the award agrees to share the news on their own marketing channels.
- The top five finalists will be in charge of their own travel arrangements to attend the PwC Cybersecurity & Privacy Days in Luxembourg on 28 October, and the rehearsals on 27 October in the morning. (if the sanitary measures allow you to travel)
- Participation of the top five finalists to the PwC Cybersecurity & Privacy Days will only be effective if each finalist agrees to sign a Memorandum of Understanding aiming at defining the mutual understanding of the Parties (Applying company and PwC Luxembourg) in respect of their relationship in the context of and following the event.