



AGREEMENT

between, on the one hand,

**Ministerio de Industria, Turismo y Comercio
del Reino de Espana**

&

Generalitat de Catalunya

&

Ayuntamiento de Barcelona

&

Fira Internacional de Barcelona

&

Turisme de Barcelona

(collectively: the "Host City Parties")

and, on the other hand,

GSMA Ltd.

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PREAMBLE

GSMA Ltd. is the fully owned subsidiary of GSM Association which is the entity representing the interests of the worldwide mobile communications industry. Spanning 219 countries, GSM Association unites nearly 800 of the world's mobile operators, as well as more than 200 companies in the broader mobile ecosystem, including handset makers, software companies, equipment providers, Internet companies, among others. GSM Association is focused on innovating, incubating and creating new opportunities for its membership, all with the end goal of driving the growth of the mobile communications industry.

As part of these activities, GSMA owns and produces the world's leading mobile industry events, including its flagship event, the GSMA Mobile World Congress. With leadership conferences and exhibitions featuring cutting-edge technologies and products, the Mobile World Congress draws executives from the world's largest and most influential companies across the mobile industry and adjacent sectors, as well as government delegations.

The Mobile World Congress was first organised in 1987. Since 2006, it moved to Barcelona and will be organised there until and including 2012.

In 2011, the Mobile World Congress attracted over 60'000 visitors including 3'000 CEOs.

The organisation of the Mobile World Congress has a major positive impact on the host city. The overall financial impact of the Mobile World Congress for the local economy is estimated to be over 275 million Euros for the 2011 Congress.

Looking to 2013 onwards, GSMA intends to develop the co-operation with the city/region/country which hosts the Mobile World Congress into a broader long term strategic co-operation which will at the same time allow the city/region/country to capitalise on its connection with mobile communications activities beyond and above the congress and contribute to the enhanced promotion of these activities at large.

On this basis, the host city/region/country is thus to become more than host city/region/country to the Mobile World Congress but to become a true "Mobile World Capital", bear and use that status designation and develop innovative mobile communications initiatives in keeping with such status. The entire project can be described as the Mobile World Capital Project.

The Mobile World Congress will be and remain the pivotal activity of the Mobile World Capital Project. However, such will encompass a broader range of activities which will establish and justify the specific outstanding position of the host city/region/country in connection with mobile communications and the corresponding status of "Mobile World Capital".

Such will include the establishment of a permanent "Mobile World Centre" in a key city area and the staging of an annual "Mobile World Festival", which will constitute the public entertainment promotional element.

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The Mobile World Capital is also expected to develop innovative infrastructural or usage-linked initiatives in the field of mobile communications which will be supported by GSMA and which will form a legacy for the Mobile World Capital city, respectively the region and country.

Four cities, including Barcelona, have been shortlisted for the final choice of the one in which the Mobile World Capital Project will be implemented from 2013.

The present document reflects the terms and conditions, which the parties agree will apply if Barcelona is selected.

It is clarified that in the specific case of selection of Barcelona, the Mobile World Capital Project would be implemented beginning in 2012 and therefore the terms and conditions below will become effective accordingly. This notwithstanding, the 2012 Mobile World Congress will continue to be governed by the existing agreements already in place.

Finally, in the context of the candidature of Barcelona, the Ministerio de Industria, Turismo y Comercio del Reino de España, the Generalitat de Catalunya and the Ayuntamiento de Barcelona executed a protocol on June, 15th 2011 (the "Protocol") whereby the executing parties agreed to take all necessary steps with the competent bodies of each administration to ensure the allocation of financial resources in cash during the period from 2012 to 2018, in order to perform the obligations towards GSMA, should Barcelona be appointed as Mobile World Capital. The parties to the Protocol have also agreed to set up a foundation that will promote the Mobile World Capital during the period 2012 and 2018 and they have also agreed to promote sponsorship activities in relation thereto. This agreement with GSMA is developing the goals and objectives set forth in the Protocol.

NOW THEREFORE, the parties agree as follows:

CHAPTER I: OBJECT

The object of this agreement is the co-operation between GSMA and the Host City Parties to implement the Mobile World Capital Project in Barcelona.

Subject to the condition precedent set forth in art. 39 below, Barcelona is to become the Mobile World Capital and the Mobile World Capital Project will be developed in this city.

The Mobile World Capital Project covers the following components:

- Organisation in the Host City of the Mobile World Congress (hereafter "Congress")
- Establishment and management of the Mobile World Centre (hereafter "Centre")
- Organisation of the Mobile World Festival (hereafter "Festival")
- Development of legacy activities

CHAPTER II: PARTIES ACTING ON BEHALF OF THE HOST CITY & THEIR RESPECTIVE ROLES - GSMA

1. The Host City Parties acting jointly and severally

The implementation of the Mobile World Capital Project implies that GSMA will interact with all the parties forming collectively the Host City Parties. Such parties include different entities, which will be GSMA's counterparts in respect of this agreement.

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These parties include public entities, namely the Ayuntamiento de Barcelona (City of Barcelona), the Generalitat de Catalunya (the Catalan region) and the Ministerio de Industria, Turismo y Comercio del Reino de España.

Further, other existing entities concerned with more specific aspects of the implementation, namely Fira Internacional de Barcelona ("FIRA") and Turisme de Barcelona will also be parties to this agreement.

Finally, one specific entity, a foundation under Spanish law, will be established pursuant to the terms of this agreement and, once founded, will become one of the Host City Parties and be in charge of certain aspects of its implementation.

The Host City Parties are acting jointly and severally and are jointly and severally liable towards GSMA for the performance of all the obligations pursuant to this agreement. This applies in all circumstances including without limitation when this agreement refers expressly or even only to a party or parties among the Host City Parties more specifically in charge of elements addressed in specific provisions of this agreement.

Without prejudice to the fact that the parties are always acting jointly and severally, the respective roles of the Host City Parties in relation with this agreement and its implementation, which are more specific to each of them is described below.

2. Ayuntamiento de Barcelona, Generalitat de Catalunya and Ministerio de Industria, Turismo y Comercio del Reino de España

The Ayuntamiento de Barcelona (represented by the Mayor of Barcelona), the Generalitat de Catalunya (represented by the Counselor d'Empresa y Ocupacio) and the Ministerio de Industria, Turismo y Comercio del Reino de España intervene as public entities counterparts to GSMA. They assume jointly and severally a general and global obligation towards GSMA to either perform any obligation or undertaking which are under their respective direct responsibility and/or to procure the performance of obligations or undertakings which are specific to other Host City Parties (including FIRA, the Turisme de Barcelona and the BM Foundation to be established as per art. 5 below) or any other party, not a party to this agreement, but which may be entrusted with an aspect of the implementation of this agreement to be performed by the Host City Parties.

3. FIRA

FIRA is more specifically in charge of and responsible for the aspects of implementation which are linked with the organisation of the Congress at the Venue.

4. Turisme de Barcelona

Turisme de Barcelona is more specifically in charge of and mainly responsible for the aspects of implementation which concern all issues linked with the reception of visitors and the provision of touristic services (notably provision of touristic services to GSMA, Exhibitors and Attendees to the Congress and/or procurement to the same of enhanced services or services at preferential rate from the concerned providers of services (e.g., hotels, restaurants, taxis, etc.), respectively from their associations) and of promotion of the Mobile World Capital. Turisme de Barcelona is in particular in charge of securing the hotel room allotment in co-operation with Gremi d'Hotels de Barcelona.

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5. BM Foundation**5.1. Establishment**

Prior to January 15, 2012, the Host City Parties shall establish a foundation under Spanish law, which shall be named the "Barcelona Mobile Foundation" ("BM Foundation", tentative title).

The general purpose of the BM Foundation shall be to implement, respectively support the implementation of the Mobile World Capital Project and all of its elements, including the support and development of legacy projects and other projects of similar content fostering the development of mobile technologies.

The BM Foundation shall notably, as more specifically provided in this agreement, have the following objectives:

- Support the Congress
- Organise or procure the establishment and management of the Centre
- Organise or procure the organisation of the Festival
- Support the development of legacy projects

As long as the BM Foundation has not been established and is not properly funded as provided below, any and all obligations of the BM Foundation in this agreement shall be deemed direct, joint and several obligations of the Host City Parties. The Host City Parties remain in any event jointly and severally liable for the performance of all the obligations performed through the BM Foundation.

5.2. Financing

The BM Foundation, upon its establishment and at all times during the term of this agreement, shall be provided with sufficient financial means to duly ensure that it can carry out all its activities and duly perform all of its obligations, financial or otherwise.

It is understood that the BM Foundation may obtain financial resources from private sources and also generate resources from its own activities (notably sponsorship revenues).

In any event however, the Host City Parties, jointly and severally, undertake to, at all times during the term of this agreement, provide the necessary financial means or procure that the same are provided, allowing the BM Foundation to, in any event, fully and timely perform any and all of its obligations set forth in this agreement, including the performance of any obligation towards GSMA and/or any obligation related to the establishment and management of the Centre and the organisation of the Festival.

5.3. Adherence

Immediately upon its creation, the Host City Parties shall procure that the BM Foundation shall execute a declaration of adherence whereby it accepts to become a party to this agreement (and thus one additional Host City Party) and be bound by all its terms and conditions in the same manner as all the parties which are the original signatory parties (see art. 1 above).

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6. GSMA

GSMA means GSMA Ltd., the fully owned subsidiary of GSM Association and is the contractual party to this agreement. Unless otherwise mentioned, any reference made to GSMA in the clauses of this agreement shall be a reference to GSMA Ltd. only.

CHAPTER III: HUMAN RESOURCES AND GOVERNANCE**7. Human resources**

To ensure an effective implementation of the Mobile World Capital Project and of each of its components, each party shall dedicate the necessary and competent personal resources.

In particular and without limitation, each party shall designate high level representatives which shall have the responsibility for the operations of each component of the Mobile World Capital Project and be the main persons of contact on behalf of each party for their respective areas of responsibility.

The Host City Parties have proposed a management team structure as set forth in Schedule 1.

The Host City Parties shall maintain a management team throughout the terms of this agreement. Provided all essential functions remain covered throughout the term of this agreement, the management team structure may be changed subject to approval by GSMA, which shall not unreasonably withhold such agreement.

GSMA will designate and maintain throughout the term of this agreement corresponding representatives.

It is understood and agreed that engagement on both sides of top management members having experience with the project is of paramount importance to ensure a proper implementation. The parties agree to actively engage and maintain in the management and operation of the of the Mobile World Capital project, key managers including, on the Host City parties' side, FIRA's CEO and the Director Business Expansion and, on GSMA's side, GSMA's CEO and the General Manager of Events.

8. Operations Committees

The parties shall form Operations Committees ("Ops Committees") composed of representatives of the parties.

At minimum, a general Ops Committee will be formed in respect of the implementation of the overall Mobile World Capital Project. Sub-committees with specific scope(s) of activity will be formed as necessary (e.g., build-up, maintenance, transport, security, etc.).

The representatives mentioned above under art. 7 shall be part of the respective Ops Committees (in their respective areas of expertise). Other representatives will be designated as committee, sub-committee members, respectively, and invited to meetings as adequate. It is essential that the designated representatives be either directly in charge of the concerned operations or have a

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direct access to the individuals and/or services in charge of said operations and with an effective power to obtain the necessary implementation.

The purpose of the Ops Committees is to ensure sharing information and coordination between the concerned parties in respect of the operational implementation of the Mobile World Capital Project.

The Ops Committees shall deal with issues, which may arise from time to time in connection with operational implementation and attempt to develop solutions to allow the implementation to proceed.

The Ops Committees shall hold meetings regularly on an as needed basis.

9. Strategic Board

The parties shall form a Strategic Board composed of the most senior representatives of the parties.

Host City Parties' representatives shall at least include the Mayor, the head of the regional executive body, a State representative at the ministerial level, the CEO of FIRA, the CEO of Turisme de Barcelona and the CEO of the BM Foundation.

GSMA representatives shall include GSMA's CEO and at least two other senior representatives of GSMA.

The purpose of the Strategic Board is to serve as a forum to exchange information between the parties at a strategic level and validate strategic options.

The Strategic Board is also to be called in case major issues arise and cannot be resolved otherwise between the parties. The Strategic Board shall attempt to find solutions before such are submitted to the formal dispute resolution process provided for in this agreement.

The Strategic Board shall meet at least once a year to conduct an overall review and additionally on an as needed basis.

GSMA and the Host City Parties may each call for a meeting of the Strategic Board. In case of urgency and specifically in case of major issues potentially jeopardising the effective implementation of this agreement, a meeting can be called by each party at very short notice (e.g., within a few hours if the situation justifies) and the parties' representatives shall attend such meeting.

In the event designated members of the Strategic Board cannot attend a meeting for valid serious reasons, they can designate and send to the meeting a substitute representative, provided that such representative shall be empowered with an equivalent decision-making power and shall effectively exercise it.

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CHAPTER IV: CONTENT OF COOPERATION**10. Mobile World Capital**

"Mobile World Capital" is the designation covering and incorporating the overall project to be developed by the parties. It also expresses and materialises the benefits for the Host City of the cooperation with GSMA.

These benefits include the economic impact of the Congress for the Host City and the massive media interest and exposure linked therewith.

As a permanent infrastructure, the Centre will constitute the representative anchor point of the Mobile World Capital incorporating and promoting towards the residents and the visitors the particular status of the Host City in relation with mobile communication initiatives.

The Festival, which shall be organised each year, will have the same function through a festive theme-related event.

Finally, the cooperation with GSMA provides the opportunity to boost developments of projects in the Host City in relation with mobile communication. The Mobile World Capital has a unique opportunity to build up a privileged network with the key players of the mobile communication industry and its status will act as political catalyst facilitating the development of projects, which GSMA will support in the context of the legacy activities.

10.1. Designation and logo**10.1.1. Mobile World Capital logo and branding**

GSMA has established a Mobile World Capital Logo. The specifications of such logo will be set forth in a brand manual to be prepared and issued by GSMA (the "Mobile World Capital Brand Manual").

The Mobile World Capital Brand Manual will include specifications and usage rules and approval process for the Mobile World Capital Logo, respectively the logos for each component of the Mobile World Capital Project (e.g., Mobile World Congress logo, Mobile World Centre logo, Mobile World Festival logo). The content of the document shall be subject to the Host City Parties' approval not to be unreasonably withheld or delayed. It is understood that the last decision on the logo(s) remains with GSMA.

Unless ready upon signature of this agreement, the Mobile World Capital Brand Manual shall be finalised within 90 days from Selection. The corresponding document shall be annexed to this agreement as Schedule 2.

The Mobile World Capital logo, and respectively the logos for each component of the Mobile World Capital Project shall always be used strictly in accordance with the specifications set forth in the Mobile World Capital Brand Manual.

An outline of the Mobile World Capital Brand Manual showing the logo is attached hereto as Schedule 2.

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The Mobile World Capital logo and name have been registered as trademarks, respectively registration applications are presently pending, in the countries and classes specified in Schedule 3. GSMA will maintain such registrations, respectively will actively pursue the registration procedures. GSMA will extend the application to other major countries including specifically the US and China. GSMA may at its discretion extend the registrations to other countries and classes. GSMA shall use its best efforts to obtain and maintain registrations to establish formal trademark registrations rights in representative major markets and countries. However, no warranties are provided with regard to the obtention and validity of specific registrations.

The above notwithstanding, if the Community Trademark Application nº 9188707 is not granted by the OHIM or is successfully challenged by any third party and this results in a situation which materially affects the ability of the Host City Parties to exploit the Mobile World Capital and/or name and/or logo, the parties shall in good faith establish modifications to the Mobile World Capital logo and/or name necessary to validly register a modified name and/or logo permitting a proper exploitation of the Mobile World Capital project. GSMA shall bear all of the costs of such process and shall further indemnify the Host City Parties from the costs and damages that may be incurred by the Host City Parties as a consequence of such situation and modification, including without limitation costs resulting from legitimate and successful claims of third parties.

During the term of this agreement, GSMA shall keep full control of the trademarks registrations and shall not transfer, assign or encumber them.

During the same, GSMA shall defend the trademarks against infringements by third parties. For this purpose, GSMA will take any measure it will deem appropriate in its reasonable discretion against infringements thereof. If GSMA decides in its reasonable discretion not to take measures or further measures against a deemed infringement, then if so requested by the Host City Parties, GSMA shall take the necessary measures to empower the Host City Parties to act against such deemed infringement at their own risks and costs.

10.1.2. Right to use the designation and logo by the Host City

The Host City Parties shall be entitled on an exclusive basis to use at no charge and world-wide the designation Mobile World Capital and the Mobile World Capital Logo, always in association with the Host City name for the purpose of advertising and promoting the Host City. Such use will be subject to the Mobile World Capital Brand Manual (Schedule 2). No license fee shall apply.

The Host City Parties may sublicense/subcontract the exploitation of the above designation and logo, always in association with the Host City name, to sponsors and licensees for sponsorship and licensing/merchandising operations. Such sub-licence/subcontract shall be in accordance with the Mobile World Capital Sponsorship and Licensing Programme (see below art. 10.4).

GSMA shall not license the designation or logo to any third party with effect during the term of this agreement. It is clarified that GSMA remains entitled to use and authorise the use of the designation and logo as provided in art. 10.1.3 below and also, without the designation of the Host City, in the context of a new selection process, which may be conducted by GSMA before the end of the term of this agreement in regard of the time after expiry of such term.

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10.1.3. Use of the designation/logo by GSMA

GSMA shall use the designation Mobile World Capital and/or composite logo, including the name of the Host City, whenever appropriate to promote the Mobile World Capital Project.

GSMA shall use its best efforts to maximise the use of the designation Mobile World Capital and/or the logo including the name of the Host City whenever referring to the Mobile World Capital Project and shall use its best efforts to maximise the use of the same by third parties, including the media.

10.2. Promotion and advertising

The Host City Parties shall promote the Mobile World Capital, and its respective components, the Congress, Centre and Festival.

To this effect, they shall notably use advertising spaces located in key areas in the Host City including without limitation main airport(s) and railway station(s).

The Host City Parties shall propose and commit to a minimum activation programme.

Advertising spaces used for the purpose of this programme, as well as their respective periods of use for the promotion of Mobile World Capital in general, as well as for the specific promotion of the respective components of the Mobile World Capital (i.e., Congress, Centre, and Festival) are set forth in Schedule 4.

The promotion of the Mobile World Capital may include identification of sponsors (as provided in the Mobile World Capital Sponsorship and Licensing Programme, see art. 10.4 below).

The Host City Parties will actively refer to the Host City status as Mobile World Capital, whenever appropriate in specific documentations and also in the general promotional documentation of the Host City (and/or region and/or country as appropriate), on any adequate support, printed or in electronic form, notably on websites and promotional/presentation brochures and the like. To the extent adequate and reasonable, this shall also be implemented in the documentation of other entities active in Host City promotion (for example: Chamber of Commerce, etc.).

10.3. Promotion of the Mobile World Capital by GSMA

GSMA shall promote the Mobile World Capital Project and its respective components (i.e., Congress, Centre, and Festival).

The corresponding elements of promotion are set forth in Schedule 5.

10.4. Mobile World Capital Sponsorship and Licensing Programme

The Host City Parties will be entitled to implement a Mobile World Capital Sponsorship and Licensing Programme associating third party companies to the Mobile World Capital Project and its components (i.e., Congress, Centre and Festival), respectively granting them corresponding sponsorship and/or licensing rights.

The BM Foundation will be more specifically in charge of implementing the Mobile World Capital Sponsorship and Licensing Programme, either directly or through a subcontractor.

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The content of the Mobile World Capital Sponsorship and Licensing Programme shall include the sponsorship structure, the sponsorship and licensing rights and the content of the rights granted to the different categories of sponsors and to licensees.

It shall also define exclusions or restrictions in relation with certain categories of potential sponsors.

It will include a priority option system in favour of parties designated by GSMA (e.g., Exhibitors and/or other partners of GSMA). Such option will provide for priority contacts and offers to such designated partners.

Unless ready upon signature of this agreement, the Mobile World Capital Sponsorship and Licensing Programme shall be finalised on or before November 30, 2011. The corresponding document shall be annexed to this agreement as Schedule 6.

The content of the Mobile World Capital Sponsorship and Licensing Programme shall be agreed with and be subject to the approval of GSMA which shall not be unreasonably withheld. It can be reviewed and adapted from time to time through the same procedure.

Sponsorship and licensing rights offered to potential sponsors and licensees shall be granted strictly in accordance with the agreed approved Mobile World Capital Sponsorship and Licensing Programme and the observance of the corresponding terms and conditions shall be set forth in corresponding provisions of the agreements with sponsors and licensees.

GSMA shall be kept regularly informed of any prospective sponsor(s) or licensee(s) and of the rights intended to be granted.

A formal written approval of GSMA shall be obtained prior to the execution of any sponsorship or licensing agreement (or prior to entering into any binding commitment towards the potential sponsor or licensee). GSMA shall be informed of the identity of the concerned sponsor or licensee and of the content of the rights to be granted. GSMA shall not unreasonably refuse or withhold its approval.

From 2013, the rights covered by the Mobile World Capital Sponsorship and Licensing Programme will specifically include the advertising and sponsorship rights linked with the Congress. These rights include notably use of the Venue advertising inventory (see art. 11.2.5 and Schedule 24) during the Congress. GSMA retains however certain specific advertising and sponsorship rights in relation with the Congress ("Reserved Congress Rights") and as part thereof the use of certain elements of the Venue advertising inventory. The Reserved Congress Rights are set forth in Schedule 7.

For the avoidance of doubt, in 2012, the advertising and sponsorship rights linked with the Congress will be marketed by GSMA in accordance with the agreements currently in place (see last paragraph of art. 11.1.1).

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11. Congress**11.1. Organisation of the Congress in the Host City****11.1.1. Congress Dates**

GSMA will organise the Congress in the Host City in 2012 through and including 2018.

The provisional dates are the following:

- 2012*: February 27 – March 1
- 2013: February 25 – 28
- 2014: February 24– 27
- 2015: February 23 – 26 or, at GSMA's option, March 2 – March 5
- 2016: February 22 – 25
- 2017: February 27 – March 2
- 2018: February 26 – March 1 or, at GSMA's option, March 5 – March 8.

The choice of dates for 2015 and 2018 shall be communicated by GSMA at the latest 18 months in advance of the concerned edition. Within the same dead-line of 18 months in advance of any edition, GSMA may ask for a modification of the dates of the edition to come and/or of further editions. The new dates are subject to agreement by the Host City Parties, which shall not withhold such agreement unless there is a valid reason (including notably non availability of the Venue).

* With regard to 2012, it is clarified that whilst the Mobile World Capital Project will start to be implemented already in 2012, the terms and conditions applicable to the 2012 Congress will remain specifically the ones set forth in the agreements already in place in this respect. Accordingly, all the substantial provisions of this art. 11.1 do not apply to the 2012 Congress unless specifically agreed in writing between the parties.

11.1.2. Congress Programme

The Congress includes the exhibition activities and significant related events (hereafter "Related Events"). The following Related Events have been included in previous editions of the Congress:

- Leadership Summit
- Congress Awards Celebration
- Ministerial programme
- App Planet
- Embedded Mobile
- Ad Hoc Summits
- Networking activities

The program of the Related Events may change at GSMA's discretion.

The exhibition activities and part of the Related Events take place at the Venue (see art. 11.2 below). Some Related Events may take place in locations in the city which the Host City will put at GSMA's disposal for this purpose.

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11.2. Organisation of the Congress within the Fair Ground

GSMA shall dispose of space adequate to accommodate the Congress, including potential extensions until 2018 as per art. 11.2.1 below.

GSMA shall also have access to and benefit from all the services, which are necessary and adequate for a proper organisation of the Congress at the Fair Ground as per art. 11.2.2 below.

11.2.1. Disposal of Venue**a. In general**

The Venue includes the space and infrastructure needed for the organisation of the Congress at the Fair Ground (hereafter the "Venue").

The Venue includes the entire Fair Ground and all corresponding spaces effectively used for the Congress for each edition thereof. The Venue includes notably registration and exhibition areas, conference and meeting rooms, hospitality and ancillary areas (e.g., offices, storage, etc.) as well as outdoor areas which are dedicated to the Congress and which can be used for exhibition and hospitality as well as access areas.

The Venue is described in Schedule 8.

To the extent parking areas are not included in the Venue (and as such reserved for the exclusive use of the Congress) access to other adequate parking facilities in or around the Fair Ground area shall be provided as set forth in Schedule 8.

It is understood that the space and infrastructure effectively used may change from one edition of the Congress to the other subject to GSMA's requirements.

b. Build-up of additional elements

To meet the operational needs of the Congress, GSMA shall be entitled to perform build-up in the Venue. GSMA may ask FIRA to perform such build-up.

A review of the build-up will be conducted for each edition, as needed.

c. Exclusive disposal during Congress Period – additional access

The Venue shall be put at the exclusive disposal of GSMA for the duration of the Congress, including 12 days prior to the Congress for build-up, 4 Congress days and 5 days thereafter for dismantling (the "Congress Period").

Notwithstanding the Congress Period as defined, FIRA shall provide specific solutions allowing access before and/or after the Congress Period to GSMA or Exhibitors building major exhibition stands and requiring additional build-up time prior to and/or additional dismantling time after the Congress Period. Based on the needs, the build-up time may be extended to around 30 days in total. The costs of additional access (over regular build-up) can be charged by FIRA to the concerned Exhibitors. The applicable charge shall not be a rental charge but is related to the costs linked to such additional access (i.e., utilities, security, cleaning, etc.). The costs

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charged will be between €1'000.— and 15'000.— per day depending on the hall(s), the services required and the number of Exhibitors concerned. The amounts charged to Exhibitors for additional access are subject to commissions payable to GSMA as per art. 11.2.6.c.

The disposal of the Venue shall be fully exclusive during the Congress Period. No other event (including build-up and dismantling thereof) can take place within the entire Fair Ground (not limited to the Venue) during the Congress Period.

The Reserve Fair Ground is also covered by the exclusivity provisions contained herein, subject to what is set forth below. It may be used as follows:

- As a back-up Venue in the unlikely event the Venue would become unavailable in a case of force majeure.
- To develop Related Events (e.g. project of an evening entertainment and corporate events location as proposed by the Host City Parties) and/or to serve for Exhibitors' events (such use is always subject to GSMA's express approval. If applicable, the modalities of the organisation at the Reserve Fair Ground as entertainment and/or corporate event is subject to prior agreement on detailed terms and conditions with GSMA).
- As storage for GSMA (in such case, no rental charge will apply to GSMA).

To the extent the halls are not used for the Congress or events in relation thereto, the Reserve Fair Ground may be used for other purposes, provided however such usage shall have neither relation to the Congress nor any impact on the Congress organisation, notably affecting the hotel capacity, etc. The function as a back-up Venue shall always be maintained, respectively reserved and shall prevail over any other use in the event the main Venue becomes unavailable for major unexpected reasons.

In the event the Reserve Fair Ground is rented to Exhibitors or other parties connected with the Congress, a commission will be due to GSMA on the applicable rental fees invoiced to such parties.

d. Venue opening hours

The opening hours during the Congress Period are set forth in Schedule 9.

e. Venue Maintenance

FIRA shall, at least one year in advance of the first edition (2013), conduct a review together with GSMA. Based on such review, a Venue Maintenance Plan will be established setting forth a list of elements needing repair/maintenance/updating.

Such plan shall be implemented by FIRA at its expense in accordance with an agreed schedule in advance of the first edition of the Congress.

After each edition, an updated Venue Maintenance Plan shall be established in agreement with GSMA and implemented for the next edition of the Congress.

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At the latest 30 days in advance of each edition of the Congress, a common inspection shall be conducted to verify the implementation of the agreed Venue Maintenance Plan.

f. Green Policy

FIRA shall have in place and effectively implement during the term of this agreement a policy minimizing the environmental impact of the Fair Ground exploitation including notably:

- Efficient waste recycling services available to GSMA Exhibitors and their subcontractors.
- Eco points (waste separation) available in adequate locations in the Venue for waste disposal by Attendees.
- Environmental best practices to be followed in connection with stand construction (e.g., preference given to re-usable elements).
- Policy of efficient energy use.
- Policy of reduced use of printed materials.
- Offer of "green options" in products offers, whenever available.
- Policy of active encouragement toward FIRA suppliers to apply green principles (e.g., recycling, efficient energy use, use of sustainable energy sources, responsible use of water, etc.).

FIRA and GSMA shall work towards developing initiatives making the Congress progress towards a carbon neutral event. A specific Ops Committee will be formed in this respect.

11.2.2. Operational requirements

FIRA shall be responsible to provide services to GSMA necessary to allow the proper organisation of the Congress at the Venue.

a. Planning services-plans

In close cooperation with GSMA, FIRA shall provide assistance in the planning of the Congress operations and provide plans.

FIRA will notably and without limitation provide to GSMA the following plans and technical specifications in an adequate electronic format:

- Plans:
 - Technical plans
 - Signage plan
- General planning:
 - Catering plan
 - Cleaning plan
 - Traffic management plan
 - Waste management plan

The list and specifications of the plans and planning to be provided, as well as dead-lines for provision of the respective plans and planning are set forth in Schedule 10.

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b. General services

FIRA shall provide/arrange provision of the following general services, directly or through its subcontractors:

(i) Utilities

Provision of electricity, water, HVAC, and compressed air as per specifications set forth in Schedule 11.

FIRA shall organise and manage the corresponding technical teams throughout the Congress Period.

(ii) Technical Services

Provision of:

- Wi-Fi services
- Fixed internet
- Technical equipment supply (e.g., cables, routers, etc.)

Specifications for technical services and the corresponding service support requirements are set forth in Schedule 12.

(iii) Venue dressing

Implementation of Venue dressing (e.g., Venue refreshment, cover of elements to be hidden, provision of furnishing and decorative elements, etc.) in accordance with GSMA's reasonable requirements.

(iv) Management of logistics for GSMA and Exhibitors

Establishment of a plan to manage the logistics of the build-up, operation and dismantling of GSMA's and Exhibitors' stands and facilities.

FIRA shall notably establish a programme for arrival, unloading and onsite handling, respectively reloading during dismantling. As part thereof FIRA shall establish a programme for vehicle access of the Venue by GSMA, Exhibitors and their respective contractors.

FIRA shall implement the plan and supervise the assembly and dismantling process and manage access of contractors during build-up and dismantling as per specifications set forth in Schedule 13.

(v) Signage

Upon GSMA's request, implementation of the signage plan (e.g., signage specifications, production and installation, including operation of electronic and/or digital signage) within the Venue and the surrounding areas within FIRA's control.

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(vi) Customer services

Provision of customer support and services to GSMA, Exhibitors and other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, Attendees, etc.).

Without limitation, the following services (including adequate staffing) shall be provided:

- Within the Venue:
 - Information desks
 - Exhibitors' assistance desk
 - Tourism services desk
 - Public address system
 - Business centre
 - Cloakrooms
 - Lost & Found
- Call centre
- Offering of Exhibitors' services through an effective e-commerce platform

Specifications for the customer services including call centre and service of Exhibitors' services are set forth in Schedule 14.

As part of the customer services, Attendees will be provided with caps and umbrellas on rainy days bearing the Mobile World Capital logo together with the Host City name. The Host City Parties and GSMA will share the costs of these courtesy items.

(vii) Catering

Provision of catering services for Attendees.

The catering capacities and diversity needed are specified in Schedule 15.

(viii) Cleaning and waste management

Cleaning services shall be ensured as specified in Schedule 16.

Waste management shall be ensured as per regulations and in an environmentally friendly manner as specified in Schedule 17.

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(ix) Perimeter control

Provision of safe fencing around the Venue perimeter. If existing fencing is not sufficient to prevent intruders, reinforced fencing will be installed.

(x) Health & safety, medical and emergency services – emergency plan

Strict implementation of health & safety requirements based on local regulations or higher standards, as required by GSMA.

Availability of medical and emergency services as required by local regulations and GSMA.

Provision of an emergency plan to be shared with GSMA setting forth the emergency procedures applicable during Congress days as well as build-up and dismantling periods. The plan shall be established at the latest eight months in advance of the Congress (for inclusion of relevant elements in the Exhibitors' manual).

(xi) Customs

Provision and management of a custom bonded area within the Venue.

Assistance to GSMA and to Exhibitors and/or their respective contractors in respect of custom clearance procedures.

(xii) Support in respect of visas, work permits, licences, authorisations and other administrative matters

As part of the customer service, and in close cooperation with the concerned authorities, assistance and support to GSMA and the Exhibitors, and their respective contractors, in processing of visas, permits, authorisations and/or licences, which may be required in connection with their respective activities at the Congress. To the extent possible, such assistance shall be organised based on the one stop shop principle and be also accessible by phone and/or email, notably outside the Congress Period.

(xiii) Protocol

Assistance to GSMA in implementing protocol for reception of official guests.

Provision of corresponding protocol rooms within the Venue.

Specifications regarding support in connection with protocol are set forth in Schedule 18.

(xiv) Crisis management – business continuity

Establishment in co-operation with GSMA of a crisis management and contingency plan aiming at ensuring business continuity throughout the Congress Period and minimising disruptions to the extent possible. The Host City Parties shall provide, respectively maintain throughout the resources

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necessary for the effective implementation of the plan. The plan shall be established at the latest one month in advance of the Congress.

(xv) Reporting

Provision to GSMA of reports on all major aspects of the Congress (pre-event, on site and post event reports).

Reports to be provided are set forth in Schedule 19.

After each edition of the Congress, an improvement plan will be established based on the reports.

(xvi) Handover - Transition

At the end of the last edition of the Congress, provision of a final report including in particular copies in electronic format of all data and records related to the Congress in FIRA's possession.

Provision of assistance to GSMA to facilitate the transition to the new Congress location. In particular, designation of a person of contact in charge of providing information which may be needed by GSMA during at least four months after the end of the Congress.

11.2.3. Type of services

The services needed for the operation of the Congress fall into different categories as follows:

a. Mandatory services

Mandatory Services are services to GSMA and/or Exhibitors, or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors, etc.), which have to be sourced from FIRA and which are required to organise the Congress.

Mandatory services are listed in Schedule 20.

Service requirements will be specified and Service Level Agreements will be established wherever appropriate.

Pricing is addressed in art. 11.2.6 b below.

b. Optional Services (with mandatory suppliers)

Optional Services are services to GSMA and/or Exhibitors, or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors, etc.), which have to be sourced from FIRA and which are not necessarily required to organise the Congress.

Optional Services are listed in Schedule 21.

Service requirements will be specified and Service Level Agreements will be established wherever appropriate. Pricing is addressed in art. 11.2.6 b below.

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c. Open Supplier Services

Open Supplier Services are services to GSMA and/or Exhibitors or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors, etc.) and which can be sourced from other suppliers outside FIRA.

A non-exhaustive list of Open Supplier Services is set forth in Schedule 22.

11.2.4. FIRA as General Contractor for services at the Venue

FIRA shall act as general contractor on behalf of GSMA in connection with services and as such shall manage the relationships with the third party suppliers. It is clarified that GSMA may retain direct management of specific services and exclude them from the scope of the general contractor's management.

The terms and conditions applicable to the general contractor services are set forth in Schedule 23.

11.2.5. Advertising and sponsorship

a. Venue advertising inventory

The full advertising inventory within the Fair Ground is set forth in Schedule 24.

The inventory shall include usage of digital equipment for advertising, notably on digital screens.

Any new advertising opportunity developed during the term of this agreement shall automatically be included in the inventory.

The advertising inventory shall be marketed as provided in paragraph b below.

Subject thereto, the Venue shall be free of any other commercial or third party advertising during the Congress Period.

b. Marketing and sales

Subject to elements included in the Reserved Congress Rights and as such reserved to GSMA, the elements of the Venue advertising inventory are to be included in the sponsors packages defined in the Mobile World Capital Sponsorship and Licensing Programme.

They shall accordingly be marketed by the Host City Parties strictly in accordance with the Mobile World Capital Sponsorship and Licensing Programme (Schedule 6). For the avoidance of doubt, no elements of the Venue advertising inventory can be marketed by the Host City Parties as independent element(s) outside of the packages defined in the Mobile World Capital Sponsorship and Licensing Programme (Schedule 6).

The elements of the Venue advertising inventory retained by GSMA to be part of the Reserved Congress Rights are identified as such and listed in Schedule 7.

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The Reserved Congress Rights shall be marketed and sold only by GSMA. It is clarified that, in addition to anything provided in this agreement, the Ministerio de Industria, Turismo y Comercio del Reino de España and the Generalitat de Catalunya will continue to acquire from GSMA in 2013 and thereafter exhibition space and sponsorship rights (being part of the Reserved Congress Rights) at least at the same level as in 2011. A discount of 30 % applies on the list price for exhibition space.

GSMA shall forward to the Host City Parties sponsorship enquiries, which do not relate to Reserved Congress Rights.

c. Production and installation (Reserved Congress Rights)

Based on specifications to be provided by GSMA, the production, installation and dismantling of advertising material for the implementation of the Reserved Congress Rights is performed by the concerned exclusive supplier.

The applicable costs are set forth in Schedule 24.

11.2.6. Financial terms

a. Space Rental

In consideration for the disposal of the Venue during the Congress Period, GSMA shall pay to FIRA the following annual rental fees:

- € 2'500'000.— (two million and five hundred thousand euros).

The rental fees are fixed and do not depend on the sqm used or not used (up to entire Fair Ground). They are inclusive of the elements of the Venue advertising inventory retained by GSMA for signage purposes or to implement the Reserved Congress Rights.

The rental fees do not cover any service nor utilities provisions.

The above amount is the price in 2013. From 2014 (inclusive), the fee shall be adapted annually to inflation in accordance with the variation of the official Spanish Consumer Price Index during the preceding calendar year (for 2014, the variation in 2013). The annual variation shall however be capped at a maximum of 5%.

The applicable annual fee shall be paid according to the following schedule:

- 50 % on September 1 preceding the concerned Congress (1st time on September 1, 2012 for the Congress 2013), and
- Balance including any adjustment on January 15 preceding the concerned Congress (1st time on January 15, 2013)

Notwithstanding the above dates, GSMA shall pay within 60 days from receipt of a corresponding invoice.

In the event of cancellation of the Congress for any other reason than a breach by GSMA of its obligations pursuant to this agreement;

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- If the cancellation occurs not later than 90 days prior to the Congress or at any time in case of Force Majeure, no rental fee shall be due and any payment of rental fees already made by GSMA shall be reimbursed to GSMA. However, FIRA shall be entitled to deduct from such reimbursement the effective and documented costs it may have incurred specifically in the preparation of the Venue for the Congress, if any.
- If the cancellation occurs within less than 90 days prior to the Congress and not as a consequence of Force Majeure, 25% of the applicable rental fees or an amount corresponding to the effective and documented costs FIRA may have incurred specifically in the preparation of the Venue for the Congress, whichever is higher, shall remain due. FIRA shall reimburse any payment of rental fees already made shall be reimbursed to GSMA. However, FIRA shall be entitled to deduct from such reimbursement the effective and documented costs it may have incurred in the preparation of the Venue, if any.

b. Services

In consideration for its intervention as general contractor and global service partner in connection with the operations at the Congress, GSMA shall pay to FIRA:

- A lump sum global service fee (the "Global Service Fee") in the amount of € 1'550'000.— (one million and five hundred fifty thousand euros), and
- Payment of the price of the services provided as set forth below, including the agreed mark-up, when applicable.

The Global Service Fee covers notably:

- The staff dedicated to the implementation of this agreement in relation with the Congress (benchmark is current level for 2011 but, in any event, the staff adequate for proper performance of this contract), including an exclusively dedicated project manager
- Management of Congress logistics
- The overall management of services provided at the Congress
- Operation of call centre for Exhibitors and Attendees' support during the whole year

For the avoidance of doubt, registration services do not fall within the scope of this agreement and are therefore not covered the Global Service Fee.

The amount of the Global Service Fee shown above is the amount for 2013. From 2014 (inclusive), the fee shall be adapted annually to inflation in accordance with the variation of the official Spanish Consumer Price Index during the preceding calendar year (for 2014, the variation in 2013). The annual variation shall however be capped at a maximum of 5%.

The price lists for Services applicable to GSMA and to Exhibitors are set forth in Schedule 25.

The price lists set forth in Schedule 25 are the services applicable in 2011 and serve as reference. Prices are renegotiated each year and FIRA shall seek the best possible

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quotes. GSMA shall be kept informed and shall be consulted before accepting price increases. Cost increases shall be justified.

It is clarified that the prices applicable to all services provided to GSMA, whether or not on the lists, are in any event the cost/acquisition price + the agreed mark up of 14.5%. GSMA may at all times control the cost/acquisition price and request the corresponding justification. In any event, the price applicable to GSMA as per the above calculation, including the mark-up shall not exceed the price applied to Exhibitors for the same products or services.

No mark-up applies in connection with catering and production and installation of signage and advertising. These services are provided at market prices with the level applied in 2011 serving as reference. An increase shall be justified as for any other service prices.

FIRA shall further guarantee that it, and respectively its subcontractors, will procure the services to GSMA and/or the Exhibitors on terms that are at least as favourable as the best terms granted by FIRA or the subcontractors to any previous or current lessee/Exhibitor(s) of the Venue. Should FIRA, respectively the concerned subcontractors, apply terms more favourable in respect of services than those provided to GSMA and/or the Exhibitors, then FIRA shall notify GSMA promptly of the existence of such more favourable terms and GSMA, respectively the Exhibitors, shall have the right to receive the more favourable terms immediately. If requested in writing by GSMA, FIRA shall amend the corresponding contractual arrangements to reflect the more favourable terms and conditions.

The consideration due in connection with services shall be due as follows:

Global Service Fee:

The Global Service Fee shall be paid according to the following schedule:

- 50 % on September 1 preceding the concerned Congress (1st time on September 1, 2012 for the Congress 2013), and
- Balance including any adjustment on January 15 preceding the concerned Congress (1st time on January 15, 2013)

Notwithstanding the above dates, GSMA shall pay within 60 days from receipt of a corresponding invoice.

Price of services:

FIRA shall establish an estimate of the consideration due in respect of services provided to GSMA in relation of an edition of the Congress at the latest 90 days prior to each Congress and establish an invoice corresponding to 90% of the estimated consideration.

90 % of the amount of the estimate shall be due by GSMA 30 days prior to Congress.

Notwithstanding the above term, GSMA shall pay within 45 days from receipt of the corresponding invoice.

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It is understood that in cases of specific services (e.g., agreement on advance payment to obtain better terms from suppliers), a different payment solution can be agreed upon between the parties.

An estimate of the balance of all the services provided in connection with an edition of the Congress, which have not been previously invoiced ("Estimate at Completion") shall be established by FIRA no later than March 31 following the concerned edition of the Congress Period. The invoices corresponding to services for which an estimate has thus been provided shall be issued within a maximum 90 days from the same date, failing which GSMA will be released from its payment obligations in regard of services provided in connection with the edition of the Congress at stake which have not been invoiced in accordance with this paragraph.

GSMA shall pay within 45 days from receipt of the corresponding invoice(s).

GSMA shall benefit each year of a credit amount on services of €200'000.—(two hundred thousand euros). Such credit amount can be applied at GSMA's discretion on any amount due by GSMA in respect of services (including build-up), which are directly provided by FIRA (i.e. excluding services provided by third party suppliers). GSMA shall specify the services at the latest when it receives the estimate to be provided 90 days before the Congress and will make the corresponding deduction in the payment due on this basis.

In case of cancellation of the Congress, the following shall apply:

Global Service Fee:

Cancellation for any reason, including Force Majeure, other than a breach by GSMA or the Host City Parties:

- If the cancellation occurs not later than 90 days prior to the Congress or at any time in case of Force Majeure, no Global Service Fee shall be due and any payment of the Global Service Fee already made by GSMA shall be reimbursed to GSMA. However, FIRA shall be entitled to deduct from such reimbursement the effective and documented costs it may have incurred specifically in relation with the preparation for the concerned Congress, if any.
- If the cancellation occurs within less than 90 days prior to the Congress and not as a consequence of Force Majeure, 50% of the applicable Global Service Fee. FIRA shall reimburse any payment of the Global Service Fee already made shall be reimbursed to GSMA.

Cancellation based on a breach by GSMA:

- the full amount of the Global Service Fee in connection with the coming Congress shall remain due.

Cancellation based on a breach by the Host City Parties:

- no Global Service Fee shall be due.

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Payment/reimbursement shall be accordingly due/made between the parties.

Service Price:

Cancellation for any reason, including Force Majeure, other than a breach by GSMA or the Host City Parties:

- the price for the services shall remain due to the extent the services have been provided and/or to the extent FIRA, respectively the service supplier has incurred costs linked with services not or not completely provided.

Cancellation based on a breach by GSMA:

- the full price of the services shall remain due subject to deduction of savings resulting from non effective provision.

Cancellation based on a breach by the Host City Parties:

- no consideration for services shall be due.

Payment/reimbursement shall be accordingly due/made between the parties.

c. Commissions to GSMA

GSMA shall be entitled to commissions on the value invoiced and collected of all services provided by FIRA, directly or through its Affiliates and/or subcontractors to Exhibitors and other third parties (including but not limited to Attendees and subcontractors of GSMA and of the Exhibitors) in connection with the Congress. The commissioned services include provision to Exhibitors of additional build-up and/or dismantling time outside of the Congress Period as per art. 11.2.1 c above.

The list of commissioned services and the rates of commission applicable is set forth in Schedule 26.

Within 30 days of the end of the Congress Period, FIRA shall provide a reconciled schedule of all commissionable payments invoiced and collected showing the total amounts due as commission. The commission amount shall be payable within 60 days from the provision of the schedule.

11.3. Support to Congress outside and beyond the Venue

11.3.1. Provision of additional locations outside the Venue

a. For Related Events

The Host City Parties will put at the GSMA's disposal free of rental and standard utilities charges locations for the organisation of Related Events taking place outside the Venue during each edition of the Congress.

At the latest 11 months before each Congress, at least 3 possibilities shall be proposed to GSMA based on the specifications provided by it. GSMA shall notify its choice of location(s) 6 months before each Congress.

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The chosen location(s) shall be at disposal of GSMA for the day(s) of the Related Event(s) as well as for the time necessary for setting up and dismantling.

During the Congress and three days before, the Host City Parties shall not place one of the chosen locations at the disposal of third parties for functions organised by or on behalf of third parties having any relation with the mobile communication industry without the prior express approval of GSMA.

The location(s) may change from year to year.

b. Registrations counters

The Host City Parties will put at GSMA's disposal free of charge adequate locations for the installation of registration counters outside the Venue (notably at main airport(s) and main railway station(s)).

11.3.2. Mobile coverage

The Host City Parties shall ensure the availability of sufficient mobile communication capacity, inclusive of the latest generations, in the Venue area to cover the needs of Exhibitors and Attendees of the Congress and to ensure quality of service during the Congress (i.e., for a minimum of 35'000 concurrent users).

The Host City Parties shall implement the adequate reinforcement measures.

11.3.3. DTT Frequency

The Host City Parties shall make available free of charge to GSMA a DTT (digital terrestrial television) frequency from one week before until one day after the Congress. Such frequency will be used to broadcast the Congress TV (i.e., Mobile World Live).

11.3.4. Radio Frequencies

The Host City Parties shall procure and manage free of charge to GSMA allocations to end users, monitoring and enforcement of correct use of radio frequencies by/through the respective government agencies or concerned rights holders.

This applies in particular to LTE frequencies.

GSMA will specify the needs for the concerned frequencies in advance of each edition of the Congress, given the then existing state of technology.

11.3.5. Transportation/traffic management

The Host City Parties will establish and implement a traffic management plan in close co-ordination with GSMA and FIRA. The plan shall be established no later than 8 months in advance of each edition of the Congress.

The plan will include measures to secure adequate transport for the Congress such as, but not limited to:

- Adequate level of taxi and limousine service and managed taxi ranks.
- Adequate public transport services to and from the Venue (from main airport(s), main railway station(s) and main hotel area(s)).

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- Free shuttle service to and from the Venue (pick up points at main airport(s) and railway station(s) and main hotel area(s)).
- Reinforced traffic management around the Venue.
- Organisation of adequate drop-off and pick-up points, including VIP points.
- Access to airport protocol services for VIPs.

11.3.6. Public Transport and Travel incentives

The Host City Parties will provide discounts on public transport for Attendees.

The Host City Parties will procure airline discount programmes for Attendees.

Such programmes are described in Schedule 27.

11.3.7. Security

The Host City Parties will establish and implement a security plan (including security at and around the Venue) in close co-ordination with GSMA.

The plan will address the main security issues including personal and assets protection, protection against demonstration, operation of a mobile police station at the Venue during the Congress Period, etc. Security on the public domain and by the police forces is implemented at no charge to GSMA.

The plan shall be established no later than 4 months in advance of each edition of the Congress.

11.3.8. Accommodation

The Host City Parties shall guarantee that GSMA shall obtain an allotment of minimum 25'000 hotels rooms within the various hotel categories specified by GSMA to cover the needs of GSMA, the Exhibitors and Attendees.

The specifications of the relevant periods, the corresponding number of rooms to be under option under each hotel category and the conditions applicable to booking and pricing are set forth in Schedule 28.

The above figure shall be adapted in accordance with potential extensions of the Congress over the term of this agreement.

The Host City Parties shall obtain the allotment of all meeting rooms with a capacity of 50 persons (theatre-style seating) and above within hotels situated within 500 m from the Venue.

It is understood and agreed that the management of the hotel rooms and meeting rooms allotment will be handled through BBP, a company contracted by GSMA (or another agent designated by GSMA), which will enter into corresponding agreements with hotels and/or their representative association (Gremi d'Hotels de Barcelona).

This notwithstanding, the Host City Parties are and remain responsible for the allotment of hotel rooms. They shall support BBP or the other agent designated by GSMA in securing the above mentioned agreements with the hotels at the conditions set forth in Schedule 28 throughout the term of this agreement. Securing the allotment through BBP, respectively another agent

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designated by GSMA, or otherwise is a material obligation of the Host City Parties pursuant to this agreement.

11.3.9. Promotion and advertising

As part of the activation programme set forth in art. 10.2, the Host City Parties shall during the month before and until the end of the Congress use advertising spaces or other promotional supports (e.g., flags) in the Host City to promote the Congress.

The promotional material which shall specifically refer to the Congress will include identifications of sponsors in application of the Mobile World Capital Sponsorship and Licensing Programme.

GSMA shall provide such promotional materials to the Host City Parties for installation and removal thereof at no charge to GSMA.

The inventory to be used for that purpose is specified in Schedule 4.

11.3.10. Option on public advertising

The Host City Parties shall procure that the companies holding concessions on the existing public advertising in the area immediately around the Venue as well as in main airport(s) and railway station(s) grant GSMA a transferable option to acquire at normal market conditions significant elements of public advertising in such area.

11.3.11. Anti-ambush measures

The Host City Parties shall prepare in cooperation with GSMA and implement an anti-ambush plan to prevent third parties to unduly associate themselves or take advantage in particular of the Congress and the Festival.

A first plan shall be established before December 31, 2011. It shall be updated as needed.

The anti-ambush measures shall include without limitation the following:

- No permission for additional advertising surfaces (on buildings, fencing or other infrastructures, screens etc., to the extent visible from the Venue and/or around the main access roads and/or in the main airport(s) and railway stations (to the extent controlled by the Host City Parties) for 30 days before and until the end of the Congress, subject to express approval of GSMA.
- No access granted to locations under the control of the Host City Parties allowing the organisation of private exhibitions or functions for 100 or more participants to third parties for the duration of the Congress as well as three days before, subject to express approval of GSMA which shall not be unreasonably withheld.
- No authorisation (subject to approval by GSMA not to be unreasonably withheld) for, respectively, when such are not subject to authorisation, best efforts to prevent, the organisation of private exhibitions or promotional/commercial events having a relation to Congress (e.g., alternative exhibition or reception for Congress

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Attendees) from being held during the four Congress days and one week before within a perimeter of 500 meters around the Venue.

In the event that the Host City Parties become aware of any activities prohibited by this art. 11.3.11, the Host City Parties shall use their best efforts to assist GSMA to effectively enforce the anti-ambush measures. Enforcement is subject to applicable Spanish laws and regulations. This may include seeking immediate enforcement or protection measures.

11.3.12. General assistance to GSMA

The Host City Parties shall assist GSMA and Exhibitors or Congress sponsors in respect of administrative matters (see art. 11.2.2(xii) above) and other aspects linked with the Congress, including but not limited to the organisation of events in the Host City in the context of the Congress (e.g., in the search of appropriate locations, obtaining of authorisations, etc.).

11.4. Transition

In the perspective of the first edition (2013) of the Congress in the Venue, the Host City Parties shall implement transition measures, which have the purpose of facilitating to GSMA, Exhibitors and Attendees the transition to a new environment.

These measures will be established in cooperation with GSMA and formalised in a transition plan. Without limitation, they shall include the following:

- Starting at the latest on September 30, 2011, organisation of an information and support service accessible via telephone and/or email (operated at least in English).
- Organisation of site visits for GSMA and Exhibitors, including VIP level reception for key customers
- Provision of accommodation for GSMA transition staff.
- Creation of a "transition information package".

A dedicated Ops Committee will be formed.

11.5. Promotion of the Mobile World Capital in relation with the Congress

11.5.1. Host of the Welcome Function

The Mobile World Capital will be the host of the welcome function on the first evening of the Congress and the Host City Parties shall bear the related costs.

The welcome function will be held either within the Venue or at another appropriate location in the Host City proposed to GSMA by the Host City Parties. The total attendance at the Venue is estimated at between 6'000 to 8'000 attendees with simultaneous capacity of around 2'500 attendees. The expected attendance is half the mentioned figures if the welcome function is held in a location outside and distant from the Venue.

11.5.2. Promotion by GSMA

GSMA will promote the Mobile World Capital in relation with the Congress as set forth in Schedule 5.

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12. Centre**12.1. Location – set up & design of premises**

The Host City Parties shall establish the Centre in one of the two premises described in Schedule 29.

The choice of the premises owned by an operator is subject to the establishment of a satisfactory regulation, to be established between the parties, of the delineation between the Centre operations and the activities of the concerned operator.

The premises shall be fitted/renovated to the reasonable satisfaction of GSMA.

They shall be set up to include the following elements:

- Exhibition area, including historical and future technologies presentations, as well as a temporary exhibition
- Food & beverage points
- Retail areas
- GSMA offices and meeting rooms

Other elements may be added in agreement between the parties.

The Host City Parties shall submit a proposal regarding the set up and design of the Centre in keeping with its role of establishing a representative flagship location of the Mobile World Capital, which shall be attractive to visitors and Host City residents.

The Centre shall allow the proper conduct of the Centre activities (see art. 12.2 below). GSMA shall be closely associated with the design and layout of the premises. The final drawings and design decisions (e.g., furnishings, equipment, and decoration) shall be subject to GSMA's prior approval, which shall not be unreasonably withheld.

The area provided to GSMA as offices and meeting rooms shall be provided equipped. No rental charge shall apply.

12.2. Activities**12.2.1. Programme**

The activities to be developed at the Centre shall be decided in agreement between GSMA and the Host City Parties, respectively the BM Foundation which shall be more specifically in charge of managing the Centre.

GSMA will assist in the development of the activity programme and in obtaining elements for the presentations and exhibitions, including the temporary activities.

The Host City Parties will establish periodically and implement during the term of this agreement a programme of temporary activities at the Centre.

Such programme shall be established in close cooperation with GSMA and be subject to its prior approval not to be unreasonably withheld at least 90 days in advance of its planned launch.

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12.2.2. GSMA's association

GSMA shall be associated with and receive invitations to activities and functions held at the Centre.

GSMA and GSMA's activities shall be adequately presented in an appropriate public area within the Centre to be agreed between the parties.

GSMA's activities at the Centre will be in accordance with the agreed programme.

12.2.3. Promotion by GSMA

GSMA will promote the Centre and its activities as set forth in Schedule 5.

12.3. Operations

The Centre will be operated by the Host City Parties, more specifically by the BM Foundation. The operation may be subcontracted in whole or in part with the prior written consent of GSMA, such consent not to be unreasonably withheld. The Host City Parties shall however at all times remain directly responsible for strict observance of all terms and conditions set forth in this agreement. Accordingly, the observance of such terms and conditions shall be provided in all agreements with subcontractors.

The Centre shall be opened at appropriate business hours. This is without prejudice to GSMA's permanent access to its offices and meeting rooms (24/24 hours & 7/7).

The objective is to open the Centre for operations on in October 2012 or earlier if possible. The renovation and set up works shall be planned and performed accordingly.

Subject to an extension of this agreement, the operation of the Centre shall end at the latest on September 30, 2018. GSMA shall have 30 days to vacate the offices and to remove any equipment, items, and/or exhibition elements it provided.

After expiry or termination of this agreement for any reason, the use of the designation Mobile World Capital Centre (or of a designation substantially similar) shall be discontinued. The premises of the Centre shall not continue to be used for the same or similar activities (in combination). However, it is understood that such restriction cannot impact on or restrict commercial activities of private parties, which are beyond the control of the Host City Parties.

12.4. Logo and branding

The logo and branding used in any communication regarding the Mobile World Centre shall be the logo and branding as set forth in the Mobile World Capital Brand Manual (Schedule 2).

12.5. Sponsorship and licensing

Sponsorship and licensing rights in relation with or at the Centre shall be marketed and sold by the Host City Parties, respectively the BM Foundation in accordance and strict compliance with the Mobile World Capital Sponsorship and Licensing Programme.

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12.6. Financing

The Host City Parties shall be responsible for the costs of setting up and establishing the Centre. They commit to cover the corresponding financing.

The Host City Parties are in charge and responsible for the profit and loss (i.e. shall take the benefit of any profit and bear any loss) of the operation of the Centre which shall be maintained at a normal operation level during the full term of the agreement.

Based on the budget established in view of the activities planned and agreed with GSMA, the Host City Parties agree to a minimum annual budget level of € 2'000'000.— (two million euros). This number sets a reference for the level and scope of the Centre operations. Provided a corresponding level of operations at the Centre is preserved, GSMA shall consider and not unreasonably refuse solutions, which do not require spending actual costs at such level.

13. Festival**13.1. Annual celebration**

Each year during the term of this agreement, the Host City Parties shall organise a festival directed at the general public and mixing culture and the use and celebration of mobile technologies. It is understood that the aim is to organise the Festival from 2012 and that the Host City Parties will use their best efforts to start the Festival in that year already. However, this is subject to confirmation once the Festival project will have been defined. The Festival will start from 2013 at the latest.

The Festival shall take place over three to five days in an attractive adequate location in the Host City combining indoor and outdoor areas. The location, which may change during the term of the agreement, shall be proposed to GSMA and subject to its approval not to be unreasonably withheld.

The Festival shall not be contemporaneous with the Congress and shall take place at a time to be agreed with GSMA between May and September.

13.2. Programme

The Host City Parties shall propose a programme for the Festival to GSMA at least 6 months in advance of each annual edition.

GSMA shall provide support in the development of the Festival programme, notably the aspects linked more specifically with mobile initiatives.

The final Festival programme shall be subject to GSMA's prior approval, which shall not be unreasonably withheld.

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13.3. GSMA's association – promotion by GSMA**13.3.1. GSMA's association**

GSMA shall be associated with and receive invitations to Festival activities and functions. GSMA shall have an opportunity to use an adequate display/exhibition area for presentation of GSMA's activities in a manner keeping with the spirit of the Festival.

13.3.2. Promotion by GSMA

GSMA will promote the Festival and its activities as set forth in Schedule 5.

13.4. Operations

The Festival will be operated by the Host City Parties, more specifically by the BM Foundation. The operations will be subcontracted to FIRA. The Host City Parties shall however at all times remain directly responsible for strict observance of all terms and conditions set forth in this agreement. Accordingly, the observance of such terms and conditions shall be provided in all agreements with subcontractors.

After expiry or termination of this agreement for any reason, the name Mobile World Festival shall no longer be used and, if the event is continued, it shall bear a name, which is substantially different therefrom.

13.5. Logo and branding

The logo and branding used in any communication regarding the Mobile World Festival shall be the logo and branding as set forth in the Mobile World Capital Brand Manual (Schedule 2).

13.6. Sponsorship and licensing

The Host City may grant sponsorship and licensing rights in relation with the Festival in accordance and strict compliance with the Mobile World Capital Sponsorship and Licensing Programme.

13.7. Financing

The Host City Parties are in charge and responsible for the profit and loss (i.e. shall take the benefit of any profit and bear any loss) of the operation of the Festival which shall be organised at the agreed level during the full term of the agreement.

The Host City Parties agree to a minimum annual budget level of € 3'000'000.—(three million euros). This number sets a reference for the level and scope of the Festival. Provided a corresponding level of the Festival is preserved, GSMA shall consider and not unreasonably refuse solutions, which do not require spending actual costs at such level.

14. Legacy activities

The legacy activities are an opportunity of development for the Host City. The Mobile World Capital Project shall act as a catalyst and federator for the implementation of ideas and initiatives the mobile communications field (e.g., R+D, industrial initiatives, pilot application projects, etc.).

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GSMA will provide advisory support and use its network to encourage their development and implementation. The initiatives to be supported by GSMA shall be in line with GSMA's position as global representative of the mobile industry and shall notably not create situations of competition between industry members.

In order to support the legacy activities, GSMA will designate amongst the representatives acting on its behalf as part of the implementation team (see art. 7 above) a liaison officer in charge of legacy activities who will be notably in charge of:

- Finding the right contact within GSMA resources to support legacy projects conceived/developed in the Mobile World Capital.
- Identifying and, when appropriate, propose ideas, initiatives for development in the Mobile World Capital,
- Favoring contacts/networking with industry members, when appropriate.

From 2013, GSMA, in consultation with the Host City Parties, will provide a contribution in cash and/or kind (services) in a total value equivalent to €500'000.— per year to support particular legacy projects.

CHAPTER V: CONTRIBUTION OF THE HOST CITY TO THE MOBILE WORLD CAPITAL PROJECT

15. Annual contribution

In 2012, in consideration for the choice of the Host City as the Mobile World Capital and the implementation in the Host City of the Mobile World Capital Project (except for the Congress) and from 2013 to 2018 in consideration for the choice of the Host City and the implementation in the Host City of all the elements of the Mobile World Capital Project including GSMA's commitment to organise the Congress in the Host City, the Host City Parties Host City Parties, following the terms of the Protocol executed on June, 15th 2011, will take steps toward to arrange payments in terms of an annual guaranteed contribution as follows:

- 2012: 5'000'000.— (five million euros).
- 2013 -2018: 9'500'000.— (nine million and five hundred thousand euros)

Notwithstanding any internal arrangements of the Host City Parties, the amount of the annual contribution shown above must be unconditionally transferred to GSMA without any deduction of tax, duties or any withholdings in accordance with the following schedule:

2012 contribution:

- On March 31, 2012: € 2 million
- On March 31, 2013: balance

2013-2018 contributions:

- On March 31 of the corresponding year (1st year 2013): € 5 million
- On September 30 of the corresponding year (1st year 2013): € 1.5 million – except on 2018: full balance

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- On March 31 of the following year (1st year 2014): balance (except in 2018)

From 2013, in addition to the above mentioned fixed contributions, the Host City Parties shall pay to GSMA each year a variable amount corresponding to 25 % of the gross revenues they collect in the corresponding year through the Mobile World Capital Sponsorship and Licensing Programme, which are in excess of € 9'000'000.-- (nine million euros). From 2014, the applicable rate will be increased by the inflation in accordance with the variation of the official Spanish Consumer Price Index during the preceding calendar year but minimum 1% per year. The Host City Parties shall provide a documented statement of the revenues on or before December 31 of each year (except in 2018: on October 1, 2018). The Host City Parties shall keep accurate records accessible to GSMA as per art. 24 below.

The variable amount due (if any) shall be due and payable on January 31 of the following year except in 2018 when it shall be due and payable on October 31, 2018.

No contribution shall be due in respect of any year during which the Congress is not held for any reason other than a consequence of a violation of its obligations by the Host City Parties in which case the contribution(s) remain due in full.

16. Adjustment

The above annual contribution has been agreed upon in view of the tax regulations existing at the time of execution of this agreement and their effective impact on GSMA's commercial activities, respectively the applicable tax burden (or absence thereof) based on their current application.

Schedule 30 reflects what is understood to be the tax status applicable to GSMA, respectively the tax treatment of GSMA's activities as of the execution date of this agreement.

The Host City Parties acknowledge that the above tax status and tax treatment and the resulting tax burden for GSMA has been taken into account in the determination of the amount of the contribution agreed as per art. 15 above and that the agreement reached by the parties and reflected in this agreement is based on the assumption that these will remain unchanged throughout the term of this agreement.

Accordingly, should the confirmed tax status and treatment not apply or should a change detrimental to GSMA nevertheless occur in the tax rules and/or in their application, then the amount of the contribution as per art. 15 above shall be modified in manner which will result in GSMA's post tax position being equivalent to the one which would have resulted if such confirmed status and treatment had applied or no such detrimental change had occurred, as the case maybe.

It is clarified that no adaptation shall be applicable if and to the extent to which a detrimental change occurs as a consequence of an assignment by GSMA, or any modification effected by GSMA in its legal structure or business dealings.

It is also clarified and confirmed that no adjustment shall be applicable in relation to any change in GSMA's tax position, which is the result of changes in rules and regulations, which are not issued under Spanish jurisdiction, respectively of administrative or judicial decisions by non Spanish authorities or judicial bodies applying such rules or regulations.

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In the event a case of potential detrimental change occurs, GSMA shall without delay and in event preserving the time to evaluate and act within an applicable challenge dead-line, notify the Host City Parties and discuss the opportunity of challenging the decisions from which the detrimental change results (to the extent possible and appropriate). The Host City Parties may request GSMA to file the corresponding proceedings and to use for this purpose the legal counsels provided for to this effect by the Host City Parties. The costs of challenge will be borne by the Host City Parties.

CHAPTER VI: EXCLUSIVITY

17. Exclusivity

During the term of this agreement, the Host City Parties shall not become directly or indirectly involved, including through the providing of services, provision of location or sponsoring or subsidising in any form, in any event or project that directly or indirectly competes with the Mobile World Capital and/or any component thereof. This includes notably but is not limited to the organisation of a substantial congress/exhibition in the Host City addressed to the global mobile communication industry and/or to the mobile network operator community. It also includes the management in the Host City of a representative multi-activity centre dedicated to mobile communication and/or finally, the organisation in the Host City of a significant public festival event having a similar theme/content linked with mobile communication as the Festival as held during the term of this agreement.

The purpose of the above exclusivity is to protect the unique character of the Mobile World Capital Project. This includes at the core a protection of the Congress but also of the other components, respectively the effect of the combination thereof. It is clarified that, subject to ambush activities during or in a period close to the Congress days, this protection is in no way meant to limit initiatives of individual mobile industry members in the Mobile World Capital. Such initiatives shall on the contrary be encouraged by GSMA. In case of doubt in regard to a particular initiative, the Host City Parties may apply for approval of a particular activity and GSMA shall not unreasonably withhold such approval.

Upon termination of the agreement, the Host City Parties shall cease to use all designations, URLs, etc. making reference to the Mobile World Capital, or any of its components (Congress, Centre, Festival) or of any designation similar thereto.

Further, for a period of 2 years after the end of this agreement, the Host City Parties shall refrain from being directly involved in the following activities:

- organisation of a substantial congress/exhibition in the Host City addressed to the global mobile communication industry and/or to the mobile network operator community
- management of a multi-activity centre bearing a name suggesting an association of the Host City with global mobile communication and offering a combination of activities similar to the ones conducted at the Centre (notably exhibitions on mobile communication) or otherwise suggesting a continuity therewith (it is clarified that retail activities as such will not be deemed as establishing such continuity).
- organisation of a public event of similar theme and scope as the Festival and bearing a title associated with mobile communication (i.e., suggesting a continuity with the Festival)

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During the term of this agreement, GSMA shall for its part refrain from organising in another city in Europe another congress involving the global mobile network operators and/or communication industry at a level similar to the Congress, and/or to establish in another city in Europe or elsewhere in the world projects similar to the Centre and/or the Festival, subject to a project in partnership with the Host City.

Subject thereto, it is expressly clarified that GSMA, as global representative of the mobile communication industry has to, is and will continue to be and to become involved in events and mobile initiatives in other cities or regions as its sole discretion. Whilst GSMA will, whenever appropriate, consider the possible organisation of other events in the Mobile World Capital, nothing in this agreement shall imply that GSMA events (e.g. without limitation, conferences, seminars, summits, etc.) other than the Congress have to be organised in Mobile World Capital.

Provided such agreement(s) will be effective only after termination of this agreement, GSMA shall be free to enter an agreement or agreements of same or similar content, (i.e. notably providing for the organisation of the Congress and/or the establishment of a centre conducting activities of the type conducted at the Centre, and/or the organisation of a festival including same or activities to the ones included in the Festival programme) in another host city to which the same or similar rights would be granted.

CHAPTER VII: TERM

18. Term

Subject to the condition precedent set forth in art. 39 below, this agreement and any Related Agreement shall become effective upon its/their execution. The contractual term extends through seven calendar years from 2012 through to 2018 and covers seven editions of the Congress. In 2012, the Congress remains however regulated by existing agreements as set forth in art. 11.1.1 above.

Unless earlier terminated in accordance with its terms, this agreement and any Related Agreement (subject in this case to earlier specific expiration date(s)) shall expire on October 1, 2018. This agreement (and the Related Agreement(s)) shall not automatically renew.

CHAPTER VIII: GENERAL CONTRACTUAL CLAUSES

19. Termination

This agreement, and respectively the Related Agreement(s), may be terminated as follows:

- a. Either party may terminate for a material breach, which, provided the breach can be remedied, remains uncured after a deadline to remedy has been given in writing to the party in breach. The deadline shall be adequate in view of the circumstances and the reasonable time needed to remedy the breach.
- b. Either party may terminate immediately upon written notice if the other party files a petition in bankruptcy, becomes insolvent, goes into receivership or dissolves.
- c. Upon mutual agreement of the parties.

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- d. By GSMA immediately upon written notice in case of effective termination of the Related Agreement(s), including but not limited to termination of a Related Agreement entered into with FIRA in connection with the organisation of the Congress at the Venue (in this case, termination of this agreement), or, in case of effective termination of this agreement (in this case, termination of Related Agreement[s]).
- e. Upon the occurrence of a case of Force Majeure in the circumstances set forth in art. 21 below (Force Majeure with durable effects).

20. Alternative remedies/ right of redress

Without prejudice to any other remedy provided for in this agreement or existing by law, in the event of default under this agreement bearing on the fact that a needed service or supply is not performed or not properly performed and the default is not cured (including, if applicable and adequate, through change of the concerned subcontractors) after proper notice has been given to the party in default to cure such within a reasonable dead-line, then the other party may remedy the default itself or procure such remedy through a third party appointed to that effect.

In such a case, all the additional costs incurred to remedy the default and obtain the service and/or supply shall be reimbursed by the party in default.

21. Force Majeure

For the purpose of this agreement and/or of the Related Agreement(s), a case of "Force Majeure" shall be deemed as having occurred in the event that, before or during any edition of the Congress and/or of the Festival, the country or region is in a state of war, major civil disorder, terrorist attacks or strikes affecting services essential to the organisation of the Congress and/or the Festival and which cannot be substituted, boycott, embargo decreed by the international community, epidemic or pandemic, natural catastrophe, or, if there exists serious and objective threats on the safety of the Attendees, of the medias, sponsors and/or, in connection with the Festival of the general public, or if there are other major serious and objective causes affecting the situation in the country or at international level resulting in the organisation of the Congress and/or the Festival being made impossible, objectively endangered, or being made completely inappropriate in view of objective major circumstances, in all cases to such extent that the Congress and/or the Festival cannot be reasonably expected to take place.

In the event that either party considers in its reasonable discretion that a case of Force Majeure has occurred, it shall immediately notify the other and call for a consultation meeting, such meeting to be held in view of the degree of urgency of the circumstances.

If no alternative solution (including postponement to the extent adequate, reasonable and possible and/or move to the Reserve Fair Ground) can be found to the parties' satisfaction and a case of Force Majeure as defined above has effectively occurred, then the party which is the organiser of the concerned component (i.e., GSMA for the Congress and the Host City for the Festival) may then decide to cancel the holding of the concerned Congress and/or Festival based on the occurrence of a case of Force Majeure.

In case of Force Majeure, each party shall be released from any obligation in respect to the concerned cancelled Congress and/or Festival. In particular, in case of Force Majeure affecting an

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edition of the Congress, GSMA shall be released from any obligation to pay the rental fees and the Global Service Fees, respectively shall be entitled to reimbursement of any part of such fees already paid. The same applies to the price of services, subject however that the price for the services shall remain due to the extent the services have been already provided and/or to the extent FIRA, respectively the service supplier has incurred costs linked with services not or not completely provided the concerned services have not already been provided.

If the Force Majeure event is of such nature that it may have durable effects beyond one edition of the Congress, and this affects in a foreseeable manner, preparation in due time of the next edition of the Congress, then GSMA shall be entitled to cancel this agreement, respectively any existing Related Agreement. It is clarified that in case of cancellation based on Force Majeure GSMA shall then have the right to move the World Mobile Capital Project to another host city at its full discretion. The exclusivity clause is applicable.

22. Intellectual Property

Each party shall retain all right, title and interest in and to its existing Intellectual Property as of the effective date of this agreement. Subject to licenses expressly granted hereunder, no licenses will be deemed to be granted by either party to any of its pre-existing Intellectual Property.

23. Data Protection

The Host City Parties, respectively the parties to the Related Agreement(s), as applicable, and GSMA shall not use the personal data any other party (including, with respect to GSMA, personal data of members of the GSM Association, Exhibitors or Attendees) for any purpose other than the purpose set forth in these agreements. No party shall have any rights whatsoever over any personal data of such other party.

In collecting and updating personal data from Exhibitors and other parties, the Host City Parties shall be responsible for securing the consent of said parties in accordance with applicable regulations to use and store such information and data. Specifically, the Host City Parties shall ensure that such information and data can be passed on to GSMA if and when requested.

Any use of data by the parties is subject to applicable law and in particular Spanish law.

24. Records and Audits

The Host City Parties, respectively the parties to the Related Agreement(s), as applicable, shall maintain complete and accurate records of and reasonable supporting documentation for all activities that relate to the computation of the payments due and payable to GSMA. All audits shall be conducted by an independent organization chosen by GSMA and shall occur no more than once per twelve (12) month period.

25. Insurance

The Host City Parties, respectively the parties to the Related Agreement(s), as applicable, shall take out and maintain through the term of this agreement, with reputable insurers, such policies of insurance as may be necessary and customary to insure against all manner of risks that might arise hereunder as specified in Schedule 31.

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Such insurance policies shall name GSMA as an additional insured and/or shall list GSMA as a third-party.

GSMA shall take out and maintain through the term of this agreement and the Related Agreement(s), as applicable, with reputable insurers, appropriate insurance policies and coverage, and for claim limits and conditions adequate to the event being organized by GSMA. Each such policy shall name the Host City Parties, or the respective parties to the Related Agreements, as applicable, as additional insured and/or shall list such party as a third-party.

26. Confidentiality

Parties to this agreement, and/or parties to the Related Agreement(s), as applicable, acknowledge that they will receive confidential information from the other party(ies) in connection with the negotiation of this agreement. Each Party shall keep in confidence and trust all such confidential information. Each party shall disclose the other party's confidential information only to its officers, employees, contractors, consultants with a need to know and who have entered into confidentiality agreements sufficient to prohibit further unauthorized use or disclosure by such persons of the confidential information. Each party shall use the same measures to protect the other party's Confidential Information as it uses to protect its own most sensitive information but this shall be no less than the use of reasonable care.

The parties further acknowledge that they will have no rights whatsoever to use the confidential information of other parties following termination of this agreement. When requested to do so each party shall stop using the confidential information and shall provide the requesting party with any and all copies of the confidential information in its possession, whether hard or soft copies, and the delivering party shall not be entitled to store and/or retain any part thereof in electronic, paper or any other form.

The confidentiality obligations set out under this article do not apply if the disclosing party is obliged to disclose the confidential information due to a judicial order, the order of a governmental agency, parliamentary or local council request or by operation of law and insofar as the disclosing party needs to disclose confidential information in order to defend its rights in judicial or governmental proceedings. However, in any such case, the disclosing party shall notify the respective other party in due time before the disclosure and insofar as legally permitted, so that the other party can prevent the disclosure by legal means.

For the avoidance of doubt, the Host City Parties, respectively the parties to the Related Agreement(s), as applicable, shall make no public announcement or disclosure shall be made with respect to the subject matter of or the existence of this agreement and/or the related Agreement(s), negotiations between the parties, without GSMA's prior written consent or in accordance with a pre-agreed communication policy.

27. Limitation of Liability

No party to this agreement and to the Related Agreement(s), as applicable, shall be liable for incidental, indirect, special or consequential losses and damages.

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Subject to the following paragraph, the total aggregate liability of each party for all claims arising in a contract year from the breach or default by another party, whether arising from negligence, breach of contract, tort or under any indemnity shall not exceed the higher of (i) 11'000'000.— euros (eleven million euros) or (ii) an amount equal to a party's insurance coverage for an incident.

28. Indemnification

The Host City Parties, and/or parties to the Related Agreement(s), as applicable, shall indemnify GSMA on an after tax basis in respect of any and all claims, liabilities, damages, losses and expenses, including but not limited to legal costs, arising out of or in any way connected with the material failures of the Host City Parties, and/or of parties to the Related Agreement(s), as applicable, in respect of performance of their respective obligations under this agreement or the Related Agreements, as applicable, including, without limitation: (a) any claim based on the gross negligence or wilful misconduct of the Host City Parties, and/or of parties to the Related Agreement(s), as applicable, or their respective employees, authorized representatives, subcontractors or other agents and (b) violation or potential violation of any applicable laws, regulations, guidance or codes of practice (including data privacy laws and regulations).

GSMA shall indemnify the Host City Parties, and/or parties to the Related Agreement(s), as applicable, on an after tax basis in respect of any and all claims, liabilities, damages, losses and expenses, including but not limited to legal costs, arising out of or in any way connected with GSMA's material failures in respect of performance of its obligations under this agreement or the Related Agreement(s), as applicable, including, without limitation: (a) any claim based on the gross negligence or wilful misconduct of the GSMA or its employees, authorized representatives, subcontractors or other agents and (b) violation or potential violation of any applicable laws, regulations, guidance or codes of practice (including data privacy laws and regulations).

29. Assignment

The Host City Parties, and/or parties to the Related Agreement(s), as applicable, shall be prohibited from assigning the respective agreements, including de facto through a change of control, without the prior written consent of GSMA.

GSMA shall be entitled to assign this agreement or the Related Agreement(s), as applicable to (i) a GSMA affiliate or (ii) an entity created by the GSMA for the purpose of assuming the agreement or the Related Agreement(s), as applicable and managing the Mobile World Capital Project or any part thereof, and shall provide prompt written notification to the Host City, and/or parties to the Related Agreement(s), as applicable, of any such assignment. GSMA will remain in any event jointly and severally liable in all aspects concerning this agreement and/or the Related Agreements.

30. Adaptation

The parties to this agreement, respectively to the Related Agreement(s) pursue the common objective of creating an efficient and qualitative contractual framework for the successful implementation of the Mobile World Capital Project and of its components.

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The content of this agreement, respectively of the Related Agreement(s) will be negotiated and established in view of achieving this objective. Given the duration of relationships and the complexity of the subject matter, if at any time during the term, the need for certain amendments or complements which the parties did not anticipate at the time of execution and which are of material importance to reach the mentioned objective, becomes apparent, then the parties agree to accept in good faith that corresponding proposed amendments or additions proposed shall, as far as they are reasonable and objectively justified, become part of the concerned agreement(s), provided however that, to the extent such amendments or additions have a material adverse financial effect on a party (supplementary financial burden), the parties shall then negotiate with a view to address such adverse financial effect in a mutually satisfactory manner.

Any amendments shall be made in accordance with art. 33 below.

In the event the parties fail to reach an agreement within sixty days in respect of a needed amendment or complement despite good faith attempts by the party(ies) seeking the amendment or complement, the matter can be submitted to the Dispute Adjudication Board pursuant to art. 41.2 below. The 60 days dead-line may be shortened as reasonably needed if the matter requires urgent resolution. If a submission is made based on this article, the Dispute Adjudication Board may either decide that an amendment or complement is not required, or if it decides that an amendment or complement is required, establish a solution after having given due consideration to the parties' proposals and observations. The decision of the DAB becomes immediately enforceable but is subject to referral to arbitration as per art. 41.2 and 41.3.

31. No Waiver

No delay or failure by either party to exercise any of its rights or remedies under this agreement shall operate as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights or remedies deems fit.

32. Invalidity

In the event any provision of this agreement or of the Related Agreement(s), as applicable, or any part thereof, shall be declared invalid, void or unenforceable, it shall not affect the validity of the remainder of the concerned agreements which will be binding on the parties hereto and be construed as if the invalid provision or the part thereof had been deleted from this agreement or the Related Agreement(s). If necessary, this agreement or the Related Agreement(s) shall be amended and/or completed in order to be as close as possible to the original and common intent of the parties as expressed herein. Notwithstanding the above, if the original and common intent of the parties cannot be substantially implemented through valid agreements, then all the agreements shall become null and void and the parties shall be henceforth released from their respective obligations.

33. Amendments

Any modification of this agreement or of the Related Agreement(s), as applicable, shall be in writing, signed by authorised representatives of the concerned parties and expressly stated as such.

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34. Entire agreement

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes any and all other prior discussions, representations, undertakings and agreements in connection therewith.

This is however subject to the agreements in place between GSMA and certain of the Host City Parties to the extent they apply to the organisation of the Congress in 2012. To such extent, such existing agreements shall remain in full force and effect.

35. Notices

All notices to be served under this agreement or the Related Agreement(s), as applicable, shall be in writing and shall be served either by registered delivery or personal delivery to the addresses, which each party will notify to that effect in writing.

36. Governing language

This agreement and the Related Agreement(s), as applicable will be executed in the English language only, and the English language shall be controlling in all respects. Translations into any other language, which may be established for convenience shall be of no force and effect in their interpretation or in a determination of the intent of either party.

37. Representations and Warranties

GSMA represents and warrants that:

- it has the full authority and power to validly enter into this Agreement and to be bound by any and all of its terms and conditions, and
- it has all necessary powers, licenses and authorities to grant the rights set forth hereunder in connection with the Mobile World Capital Project and that it is effectively in a position to perform or comply in due time with any and all its obligations and undertakings set forth herein, respectively to procure the same, and
- the designation Mobile World Capital and the Mobile World Capital logo as registered (Schedule 3) are free and clear from any charges, encumbrances and rights in favour of third parties and GSMA has not granted any license or rights to third parties in connection with the same, and
- to the best of GSMA's knowledge, the designation Mobile World Capital and the Mobile World Capital logo do not infringe on any third parties' rights and are not subject to any actual litigation, whether threatened or actual by any third party.

Each of the Host City Parties represents and warrants that:

- it has the full authority and power to validly enter into this agreement and to be bound by any and all of its terms and conditions,
- it is effectively in a position to perform or comply in due time with, respectively to procure performance or compliance in due time with any and all its obligations and undertakings set forth herein,
- there exists in particular no commitment, direct or indirect towards other congress/event organisers or otherwise regarding the use of the location of the Venue which would be in conflict with the timely performance, compliance with any and all of the Host City Parties'

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undertakings and obligations in connection with the organisation of the Congress throughout the term of this agreement,

- whenever the performance of obligations or undertakings set forth herein lies within the jurisdiction or power of another/other entity/ies, whether public or private, or is in any way depending thereon for its validity or effective performance, the Host City Parties have obtained or will obtain in due time the power to procure the performance thereof and have secured, to the extent legally possible in a binding way, the full commitment of the concerned entity/ies to perform all such obligations and/or to give all such undertakings, and
- whenever expressly required or at any time when requested by GSMA, it will provide in due time written warranties or undertakings validly issued by the concerned entities confirming their commitments to perform the obligations set forth herein.

Both parties and the signatories themselves represent and warrant that the signatories who will execute this agreement and any Related Agreement(s), as applicable on the respective behalf of the parties are or will have been duly and properly authorised to execute it.

The Related Agreement(s) will contain similar representations and warranties, as applicable.

CHAPTER IX: RELATED AGREEMENTS

38. Related Agreements

In order to address in more detailed terms, certain aspects of the implementation of the Mobile World Capital Project, certain specific agreements may be entered between on the one hand GSMA and on the other hand one or more of the Host City Parties and/or third parties to which the latter entrust the performance of certain of their obligations pursuant to this agreement (the "Related Agreements").

Subject to express and written provision to the contrary between the parties to these Related Agreements, all the provisions referring to Related Agreements in this agreement shall be deemed as incorporated in the Related Agreements and be applicable as if expressly written therein.

The execution of any Related Agreement between specific parties covering elements of this agreement shall not and in no way limit the responsibility and liability of all the parties to this agreement in relation of the due performance of their obligations in respect of such elements based on this agreement.

CHAPTER X: CONDITION PRECEDENT

39. Condition Precedent

This agreement and any Related Agreement(s), as applicable will be subject to the condition precedent that GSMA selects Barcelona to become the Mobile World Capital from 2012 to 2018.

In the event GSMA selects Barcelona, then this agreement and the Related Agreement(s), as applicable shall enter in full force and effect for their full term upon the notification in writing by GSMA of its choice to the Host City Parties (the "Selection").

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In the event Barcelona is not selected, then this agreement and any executed Related Agreement shall never come into effect and shall be deemed as null and void, except that the following paragraphs of this article and the provisions of art. 22, 23, 26, 27, 35, 36, 37, 40, 41.1, 41.3, and 41.4 shall become effective from signature of this agreement and remain in full force and effect despite non-selection.

Each of the Host City Parties expressly acknowledges and agrees and shall procure that any other party, including but not limited to parties to Related Agreement(s) as applicable, which have been involved in the process of candidature acknowledge that GSMA is entitled to exercise full and complete discretion in selecting the host city and that it/they participated to the selection process in full knowledge thereof.

In the event that Barcelona is not selected, the Host City Parties and/or any other entity or person engaged in the conduct or support of the Host City candidature shall have no claim arising out or connected in any way with the bidding process and the non-selection of Barcelona for any damage, indemnity or cost compensation of any kind whatsoever, including claim for cost reimbursement, loss of prospective profits and benefits and consequential damages, indemnity or compensation of any kind whatsoever against GSMA, its directors, officers, employees and auxiliaries.

The Host City Parties shall indemnify and hold harmless GSMA and its Affiliates, and each of their directors, officers, employees, auxiliaries and contractors, from any claims or legal actions by any third party having been engaged in the conduct or support of the candidature, including but not limited to parties to Related Agreements as applicable, in any case where such claims or legal actions arise or are in connection with the bidding process and/or the non-selection of Barcelona. It shall be the Host City Parties' responsibility to have reserved towards any third party engaged in the process on its side, the possible non-selection as a consequence of the decision to be made by GSMA at its entire discretion.

It is clarified that in the event of non-selection, all the agreements already in place with regard to the organisation of the Congress in 2012 in Barcelona shall remain in full force and effect.

CHAPTER XI: APPLICABLE LAW & DISPUTE RESOLUTION

40. Applicable Law

This agreement and/or any Related Agreement, and/or any issue in connection with their validity, execution, performance and interpretation shall be subject to English Law.

41. Dispute Resolution

41.1. Amicable settlement

The parties shall use their best efforts to attempt to find amicable solutions for any dispute arising out or in connection with this agreement and/or of the Related Agreement(s). Without limitation, reference is made to the possibility to address issues at the Strategic Board level.

In the event, no amicable solution can be found any dispute shall be solved in application of the following clauses.

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41.2. Submission to Dispute Adjudication Board

The parties agree to establish a Dispute Adjudication Board ("DAB") in accordance with the Dispute Board Rules of the ICC (the "DAB Rules").

The DAB shall have three members. One member shall be appointed by the Host City Parties and one by GSMA. The two appointed members shall then propose a chairman which shall be approved by both parties.

Any dispute arising out or in connection with this and/or the Related Agreement(s) during the term of this agreement and which directly or indirectly impacts on its effective implementation or failure to reach an agreement affecting the same (see art. 41.1 above) will be submitted, in the first instance, to the DAB in accordance with the DAB Rules. For any given dispute or failure to reach an agreement, the DAB shall issue a decision in accordance with the DAB Rules.

If a party fails to comply with the DAB decision when required to do so pursuant to the DAB Rules, the other party may refer the failure itself to arbitration pursuant to art. 41.3 below.

If any party sends a written notice to the other party(ies) and the DAB expressing its dissatisfaction with a DAB decision, or if the DAB does not issue the decision within the time-limit provided for in the DAB Rules, or if the DAB is disbanded pursuant to the DAB Rules, the dispute or failure to reach an agreement shall be finally settled by arbitration pursuant to art. 41.3 below.

41.3. Arbitration

Subject to the above provisions, any dispute arising out or in connection with this agreement and/or any Related Agreement will be exclusively and finally resolved by arbitration in accordance with the provisions of ICC Rules of Arbitration. The panel shall be composed of three arbitrators. One arbitrator shall be appointed jointly by the Host City Parties and one by GSMA. The arbitrators so appointed shall choose the chairman of the panel. The language of the arbitration shall be English. The seat of the arbitration will be London.

41.4. Waiver of immunity

The parties executing this agreement and/or any Related Agreement with GSMA will expressly waive any claim of immunity from arbitration, including in connection with provisional remedies, enforcement, or any other possible legal proceedings. Such waiver shall also cover any immunity in connection with commitments given by regional or local authorities or any other public bodies.

Immunity (whether claimed by Host City Parties or whether claimed by a party the performance of which the Host City Parties have to procure) will in no event constitute a valid defence under this agreement and/or any Related Agreement, whether procedurally or materially.

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CHAPTER XII: DEFINITIONS

- D1. **"Adjacent Grounds"** means the common spaces, including but not limited to roads, gardens and other open-air sites at the Fair Ground adjacent to the Venue.
- D2. **"Affiliate(s)"** means (i) any subsidiary or holding company of a party, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which a party has the majority of the voting rights or economic interest, and (ii) any person or entity that controls, is controlled by, or is under common control with a party, but only as long as such control exists. For these purposes, "control" means ownership of fifty per cent (50%) or more of the outstanding voting stock or other equity interest in a person or entity, or the power to otherwise direct the affairs of a person or entity.
- D3. **"Attendees"** means all delegates, exhibitors, staff, spouses/partners, contractors and other related registered participants of the Congress.
- D4. **"BM Foundation"** means the Barcelona Mobile Foundation to be established by the Host City Parties.
- D5. **"Centre"** means the Mobile World Centre to be established in the Host City.
- D6. **"Congress"** means the Mobile World Congress or each edition thereof.
- D7. **"Congress Period"** means the dates of each annual edition of the Congress, including days for build-up and dismantling.
- D8. **"Confidential Information"** means all information of a party, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data of any such entity, which is disclosed by one party directly or indirectly to the other party hereunder whether in writing (physically or electronically), visually or orally and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential.
- D9. **"DAB"** means the Dispute Adjudication Board described in art. 41.2 hereof
- D10. **"DAB Rules"** means the Dispute Adjudication Board Rules of the International Chamber of Commerce.
- D11. **"Estimate at Completion"** means the estimate to be provided on or before March 31 and listing all the services to be invoiced in respect of each edition of the Congress.
- D12. **"Exhibitor(s)"** means companies or other entities exhibiting at, sponsoring or partnering with the Congress.
- D13. **"Fair Ground"** means the entire area serving fairs, exhibitions etc. under the control of FIRA. Until and including 2012, the Monjuic fair ground will be used. From 2013, the Grand Via fair ground will be used. The other fair ground will serve as reserve fair ground and will be accordingly referred to as **"Reserve Fair Ground"**.
- D14. **"Festival"** means the Mobile World Festival or each edition thereof.
- D15. **"FIRA"** means Fira Internacional de Barcelona, the company in charge of the management of the Fair Ground for aspects linked with the implementation of the Congress at the Fair Ground.

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- D16. **"Global Service Fee"** means the lump sum amount paid to FIRA in consideration for its services as general contractor and operations and service partner in connection with the Congress.
- D17. **"GSMA"** means GSMA Ltd.
- D18. **"Host City"** means the city of Barcelona in a wide meaning, i.e. not only the city in its strict boundaries under the jurisdiction of the Ayuntamiento de Barcelona but also, beyond them the wider city environment and the whole region to the extent it is concerned by the legacy activities. Host City means thus the geographical area perceived from a public/image perspective as being the named host of the Mobile World Capital project and benefiting therefrom.
- D19. **"Host City Parties"** means the parties listed acting as counterparts to GSMA Ltd in this agreement including, after it will have adhered to this agreement, the BM Foundation.
- D20. **"Intellectual Property"** means any and all algorithms, application programming interfaces, fabrication processes and engineering materials, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- D21. **"Mandatory Services"** means services to GSMA and/or Exhibitors, or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors, etc.), which have to be sourced from FIRA and which are required to organise the Congress.
- D22. **"Mobile World Capital Brand Manual"** means the brand manual to be prepared and issued by GSMA which will establish and govern the usage of the Mobile World Capital logo and designations (including logos and designations of components).
- D23. **"Mobile World Capital Project"** means the overall project to be developed by the parties.
- D24. **"Open Supplier Services"** means services to GSMA and/or Exhibitors or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors etc.) and which can be sourced from other suppliers outside FIRA.
- D25. **"Ops Committees"** means Operations Committees composed of representatives of the parties.
- D26. **"Optional Services"** means services to GSMA and/or Exhibitors, or to other partners of GSMA or of Exhibitors (e.g., without limitation parties purchasing advertising or sponsoring rights, GSMA's and Exhibitors' contractors, suppliers, service providers, visitors, etc.), which have to be sourced from FIRA and which are not necessarily required to organise the Congress.
- D27. **"Protocol"** means the protocol executed on June 15' 2011 by the Ministerio de Industria, Turismo y Comercio del Reino de España, the Generalitat de Catalunya and the Ayuntamiento de Barcelona notably in relation with the financial support to be provided in the event of Selection.

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- D28. "Related Agreement(s)" means agreement(s) in addition to this agreement which may be established in parallel covering the implementation of particular elements of the Mobile World Capital Project.
- D29. "Related Events" means, but is not limited to, the following events which take place contemporaneously with the Congress: Leadership Conference, Leadership Summit, Congress Award Celebration, Ministerial Programme, App Planet, Embedded Mobile, Ad Hoc Summits, and Networking activities.
- D30. "Reserved Congress Rights" means the advertising and sponsorship rights retained by GSMA in connection with the Congress
- D31. "Selection" means the written notification by GSMA of its choice of the city in which the Mobile World Capital Project will be implemented.
- D32. "Venue" means the space and infrastructure effectively used by GSMA within the Fair Ground for each edition of the Congress.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives in six (6) copies.

Date: 14 July 11

Ministerio de Industria, Turismo y Comercio del Reino de España

By: Ricard Sebastian
Title: Ministro

By:
Title:

Generalitat de Catalunya

By: F. XAVIER MENA
Title: CONSELLER D'EMPRESA
i OCUPACIO

By:
Title:

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Ayuntamiento de Barcelona

By: Xavier Trias
Title: Alcalde

By:
Title:

Fira Internacional de Barcelona

By: AGUSTIN CARBON
Title: CEO FIRA BARCELONA

By:
Title:

Turisme de Barcelona

By: PAUL BURKE
Title: GENERAL MANAGER

By:
Title:

GSMA Ltd.

By: CEO

By:
Title:

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