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SCHOLARSHIP AND MARKETING COOPERATION AGREEMENT

This Agreement is made commenced on 7 October 2025 between:

(1) LONDONIST DMC LTD (Company No. 08392889), incorporated in England and Wales with its registered office at 5 Great James Street, London, England, WC1N 3DB ("Londonist"); and

(2) ISTITUTO MARANGONI LIMITED (Company No. 04551096) incorporated in England and Wales with its registered office at 30 Fashion Street, London, E1 6PX ("IM").

Each a "Party" and together the "Parties".

1. Purpose

Londonist agrees to provide two complimentary accommodation scholarships at Drapery Place in London, and IM agrees to deliver the marketing, branding, and referral commitments described in this Agreement. The Parties intend this Agreement to promote cooperation and student engagement.

2. Scholarships

2.1. Londonist shall provide IM with two complimentary student rooms for six (6) months commencing on 27 September 2025.

2.2. Rooms are subject to availability. Londonist will not guarantee any specific room type, although students will typically be placed in Drapery Ensuite rooms.

2.3. Utilities are included on a fair use basis. IM shall ensure scholarship students comply with Londonist's accommodation rules, including liability for damages and misconduct.

3. IM Deliverables

IM shall deliver, at its own cost, at least the following during the Term:

(a) **Dedicated Partner Page** – A branded partner page on IM's website, highlighting Londonist as exclusive accommodation partner, live for a minimum of 12 months.

(b) **Student Communications** – At least four (4) dedicated student newsletters, plus inclusion of Londonist in welcome communications at each intake.

(c) **Lead Referrals** – Direct referral of accommodation leads to Londonist, with monthly reporting. Leads must be tagged via Londonist's designated CRM tracking URLs.

(d) **Social Media** – A minimum of four (4) Instagram reels during the scholarship period featuring Londonist branding, including interviews with both scholarship students; and two (2) LinkedIn posts co-branded with Londonist.

(e) **Events and Visibility** – Featuring Londonist branding at IM's open days and student

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events, including a stall, banners, speaking opportunities, and the right to distribute branded flyers.

4. Student Selection

IM has selected the two scholarship students. Future scholarships (if extended) shall be subject to written agreement on eligibility criteria and selection process.

5. Term and Termination

This Agreement shall commence on the date hereof and continue for one (1) year.

6. Costs

All costs of delivering the IM deliverables (marketing, promotion, content creation, event participation, etc.) shall be borne by IM.

7. Data Processing

7.1 Each Party shall comply with applicable data protection laws.

7.2 IM shall process and transfer personal data of students and leads to Londonist lawfully, with appropriate notices to data subjects.

7.3 Londonist may process such personal data for the purpose of providing accommodation services, marketing, and relationship management.

7.4 IM grants Londonist the right to transfer, store, and process such data worldwide, including via third-party service providers, subject to appropriate safeguards.

8. Liability and Indemnity

8.1 Londonist's liability under this Agreement (whether in contract, tort, or otherwise) shall be limited to the aggregate amount invoiced to IM by Londonist in the six (6) months immediately preceding the claim.

8.2 IM shall indemnify and hold harmless Londonist, its officers, and employees against all losses, costs, damages, claims, and expenses arising out of or in connection with:
(a) IM's breach of this Agreement;
(b) any failure of IM or the scholarship students to comply with Londonist's accommodation rules; and
(c) any claims by third parties (including students) arising from IM's deliverables or conduct.

9. Branding and Approvals

9.1 Each Party shall use the other's branding strictly in accordance with guidelines agreed in writing.

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9.2 Creative materials shall be subject to prior written approval by Londonist, not to be unreasonably withheld.

10. Confidentiality

The Parties shall keep confidential all non-public information disclosed in connection with this Agreement, save as required by law or regulatory authority.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings relating to its subject matter.

DocuSigned by:
Umang Gandecha
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Signed for and on behalf of Londonist DMC Ltd
Name: Umang Gandecha
Title: Director
Date: 10/14/2025

Signed for and on behalf of Istituto Marangoni Limited
Name: Fabio Rubino
Title: School Director
Date:27th September 2025

Signed by:
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