

SPONSORSHIP AGREEMENT STANDARD TERMS

These terms and conditions (the “Standard Terms”), together with the Contract Details, constitute the agreement between the Company and the Sponsor specified in the Contract Details for the sponsorship of the Event(s) by the Sponsor.

- 1 Content**
 - 1.1 The Sponsor must obtain the prior written approval of the Company for all content and other advertising or promotional materials associating the Sponsor and/or its products with the Event(s),
 - 1.2 If the Company has not received the Fee attributable to an Event in full before the Event and according to the terms of the invoice or branding deadline dates advised by the Company, the Company shall not be obliged to publish the Sponsor’s content or provide the Sponsor with any branding for such Event: either onsite, in the Event guide or online.
 - 1.3 Content provided to the Company by the Sponsor shall be in accordance with any instructions, technical requirements or other specifications issued by the Company from time to time.
 - 1.4 The Company may, in its sole discretion, make amendments or changes to the relevant Event programme including, without limitation, switching elements of the Event from a physical to an online format and vice versa, changes to content, agenda, running order and to the scheduling of sponsored speaking slots.
 - 1.5 The Sponsor shall not do, or omit to do, anything which may damage or be otherwise prejudicial to the image and/or reputation of the Event(s) or the Company.
 - 2 Intellectual Property Rights**
 - 2.1 The Company grants a worldwide, non-exclusive, royalty-free, non-transferable licence to the Sponsor to use the event marks solely to promote the Sponsor’s sponsorship of the Event(s) on the terms of this Agreement.
 - 2.2 The Sponsor grants to the Company a worldwide, non-exclusive, royalty-free, non-transferable licence:
 - a) of the Sponsor’s intellectual property rights in any content that it supplies to the Company to the extent required by the Company to enable it to provide the sponsorship benefits subject to the terms and conditions of this Agreement; and
 - b) to use the Sponsor marks (i) during the Term to promote and exploit the Event(s); and (ii) for a period of 12 months following each Event in reports produced about such Event and in any promotional materials for similar Company events.
 - 2.3 Neither Party shall use the other Party’s intellectual property rights for any purposes not specified in this Agreement without the prior written consent of the owning Party.
 - 3 Invoicing and Payments**
 - 3.1 Unless otherwise stated in the Contract Details, the Sponsor shall pay each invoice submitted by the Company within 30 days of the date of the invoice, if the Event date is less than 30 days from the date of signature of the Agreement then the payment is due immediately on receipt of the invoice.
 - 3.2 Unless otherwise stated in the Contract Details, the Fee is exclusive of VAT. If VAT is chargeable, the Sponsor shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the sponsorship benefits at the same time as payment is due for the supply of the sponsorship benefits.
 - 3.3 If the Sponsor fails to make a payment due to the Company under this Agreement by the due date, then, without limiting the Company’s other legal remedies, the Sponsor shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 4% per year above the Bank of England’s base rate from time to time.
 - 3.4 All amounts payable by the Sponsor shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
 - 4 Sponsor’s Obligations**
 - 4.1 The Sponsor shall comply with and shall be responsible for ensuring that its participants comply with, the terms and conditions set out in this Agreement in relation to any online elements of an Event.
 - 4.2 The Sponsor shall:
 - a) at least two Business Days before the start of the Event (or an earlier date if so advised) provide to the Company the registration details of all participants for whom the Sponsor requires passes and/or access/log-in details to be issued for an Event and acknowledges that no participants shall be admitted to an Event unless issued with a pass and/or access/log-in details in their name by the Company;
 - b) procure that all individuals who attend/access the Event(s) as participants on behalf of the Sponsor shall be made aware of the [Company’s participant terms and conditions](#) and Event Code of Conduct which can be accessed on the Event website.
 - 4.3 The Company reserves the right to exclude or remove from any Event any person whose presence or behaviour (including any online presence or behaviour) it reasonably considers to be undesirable and/or potentially unlawful, harmful, disrespectful and/or disruptive.
 - 4.4 The Sponsor accepts that in the event participant details are not submitted accurately or sufficiently in advance of the Event that participants will be required to undergo full registration (which may include trade sanctions screenings and identity checks) on arrival at the Event and may be refused entry at the discretion of the Company.
 - 4.5 All merchandise, trade fixtures, equipment and property of any kind which may be brought to the relevant Event venue by the Sponsor shall be at the Sponsor’s sole risk and the Sponsor shall bear all responsibility for insuring any such property and any damage that such property may cause. Neither the Company nor its officers, agents or employees shall be liable to the Sponsor for damage to or loss of any such property.
 - 4.6** The Sponsor shall comply with the hours, dates and instructions reasonably specified by the Company for installing, occupying and dismantling exhibits. The Company shall be entitled to remove the Sponsor’s exhibits in the event that the Company reasonably objects to, without limitation, any persons, things, conduct, printed matter, display items or other items. In the event of such a removal, the Company shall not be liable for refunding any costs incurred by the Sponsor including, without limitation, rental fees. The Company reserves the right to adopt any additional rule or regulation, move an exhibit, or take any further action as, in its reasonable opinion, is necessary for the benefit of the Event(s).
 - 4.7** From time to time photographs, motion pictures and/or video recordings may be made at the Event(s), of which recordings may include images of the Sponsor and its participants. The Sponsor will use its best endeavours to make sure that its participants consent to let the Company take photographs or recordings.
 - 4.8** The Sponsor shall not engage in joint promotions with any third party in relation to any Event without the Company’s prior written consent.
 - 4.9** The Sponsor shall ensure it has in force a valid policy of insurance for public liability cover to the value of at least US\$1,000,000 to cover claims arising from the activities of the Sponsor and/ or its participants relating to the Event(s).
- 5 Data Processing**

Each Party, acting as separate and distinct, independent Data Controllers, shall comply with all obligations imposed upon it under any applicable data protection legislation and as set out in the [data processing attachment](#).
- 6 Cancellation or Postponement by the Company**
 - 6.1 Upon signing the Sponsor may not cancel or transfer the Agreement. In the unlikely event that the Company must cancel or postpone the Event, Sponsor will be afforded the opportunity to roll over its commitment to (i) (if cancelled) an alternative event taking place within 12 months of the original date or (ii) (if postponed) the postponed Event.
 - 6.2 The Sponsor shall obtain, at its own expense, appropriate insurance against any risk of loss associated with the Event(s) being cancelled, postponed, rescheduled or relocated.
- 7 Force Majeure**
 - 7.1 In this clause, “**Force Majeure**” means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect the Company’s successful delivery of any Event or would make it inadvisable, impracticable, illegal, or impossible for a Party to perform its obligations as originally contracted under this Agreement, including circumstances which directly affect

- the Event attendees in their home countries resulting in a material percentage of the attendees being reasonably likely to be prevented from attending/accessing the relevant Event.
- 7.2 If, as a result of Force Majeure, the Company cancels any Event, the Company shall use its reasonable endeavours to reschedule the Event to take place within 12 months of the original Event dates.
- 7.3 If the Company is unable to reschedule any such affected Event in accordance with clause 7.2, it shall either offer the Sponsor the opportunity to roll over its credit to an alternative event or refund any part of the Fee paid by the Sponsor as soon as reasonably practicable.
- 8 Anti-Bribery & Corruption, Modern Slavery and Trade Sanctions**
- By entering this Agreement, each party undertakes to comply with the Company's [policies available on our website](#).
- 9 Indemnities**
- 9.1 The Sponsor shall indemnify the Company (for itself and on behalf of its group companies shareholders, directors, employees, and representatives) from and against all losses arising out of or in connection with:
- any claim that the use of the sponsor marks by the Company in accordance with this Agreement infringes any Intellectual Property Rights of any third party;
 - any claim that materials or content provided by the Sponsor or presented by a speaker on behalf of the Sponsor libels or infringes any Intellectual Property Rights of any third party;
 - any third party claim arising as a result of any breach by the Sponsor of its obligations under clause 5.
- 9.2 The Company shall indemnify the Sponsor (for itself and on behalf of its Group Companies, directors, employees, and representatives) from and against all Losses arising out of or in connection with a third party claim arising as a result of any breach by the Company of its obligations under clause 5.
- 9.3 Upon notice of a claim for which indemnity may be sought under clause 9, the indemnified party shall promptly notify the indemnifying party in writing. The indemnifying party shall assume and control the defense of any such litigation or proceeding at its own expense and shall not settle any claim without the written consent of the indemnified party, which shall not be unreasonably withheld. The indemnified party shall provide reasonable assistance to the indemnifying party at the indemnifying party's cost.
- 10 Limitation of liability**
- 10.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury; fraud or fraudulent misrepresentation; or breach of any other liability which cannot be limited or excluded by applicable law.
- 10.2 The Company shall have no liability for any loss or corruption of any content or materials provided by the Sponsor or damage to or destruction of equipment or property brought to the venue by the Sponsor.
- 10.3 Except for clause 10.1, neither party shall be liable for any indirect or consequential losses arising from this Agreement.
- 10.4 Subject to clauses 10.1 and 10.5, the total aggregate liability of either Party to the other, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.
- 10.5 The limitations and exclusions of liability set out in this clause 10 shall not apply in respect of:
- any liability of either Party arising under the indemnities provided in clause 9; or
 - the Sponsor's obligation to pay undisputed invoiced charges which have already become due and payable; or
 - damage to tangible property caused by the Sponsor.
- 10.6 Each Party shall comply with its common law duty to mitigate loss.
- 10.7 Except as expressly stated in this Agreement, the Company makes no express or implied warranty or representation in connection with the Event.
- 11 Termination**
- 11.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that Party being notified in writing to do so;
 - the other Party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.2 Without affecting any other right or remedy available to it, the Company may:
- terminate this Agreement with immediate effect by giving written notice to the Sponsor if the Sponsor breaches the terms of clause 1.5 or;
 - suspend the Sponsorship Benefits if the Sponsor fails to pay any amount due under this Agreement on the due date for payment.
- 12 Consequences of termination**
- 12.1 On termination of this Agreement for any reason, the Sponsor shall immediately pay to the Company all outstanding unpaid invoices issued by the Company in respect of all such Events affected by such termination and, in respect of sponsorship benefits supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Sponsor immediately on receipt.
- 12.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 13 Assignment**
- 13.1 The Company may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 13.2 The Sponsor shall not assign, subcontract, delegate or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Company unless it is to an entity that acquires all or substantially all of its assets or that is an affiliate of the assigning Party, provided that the assigning Party must provide notice to the other Party of the assignment.
- 14 Amendment**
- This Agreement may not be amended without the written agreement of both parties.
- 15 Entire Agreement**
- This Agreement states the entire agreement and understanding of the parties on the subject matter hereof, and supersedes all previous agreements, arrangements, communications, and understandings whether written or oral relating to that subject matter.
- 16 Governing Law and Jurisdiction**
- This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of New York and the Parties agree to submit to the exclusive jurisdiction of the New York courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.

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