

EVENT SPONSORSHIP

STANDARD TERMS

These terms and conditions (the “**Standard Terms**”), together with the Contract Details and Appendix A (Data Privacy and Security), constitute the agreement between Euromoney and the Sponsor for the sponsorship of the Event(s) by the Sponsor.

DEFINITIONS

In this Agreement, the following capitalised words and expressions have the meanings set out against them below. Other capitalised words used in this Agreement have the meanings given to them in the Contract Details.

Anti-Bribery Legislation: the US Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 and/or any other applicable anti-bribery legislation.

Business Day: a day, not including a Saturday or Sunday, when ordinary banks are open for their full range of normal business in London.

Confidential Information: in relation to either Party, any information, however provided, that relates to the business, financial affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of that Party, including any personal data relating to that Party’s customers or suppliers, together with any other information which ought reasonably be considered to be confidential.

Content: content in any medium, including creative material, text and code, which is either supplied by or on behalf of the Sponsor or created for the Sponsor by Euromoney for the purposes of the Event(s) and may be more particularly set out in the Contract Details.

Data Protection Laws: any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, the GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC, and; any judicial or administrative interpretation of any of the

above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.

Euromoney: the Euromoney Group Company specified in the Contract Details.

Event(s): the event or events specified in the Contract Details.

Event Date(s): the event dates specified in the Contract Details or as rescheduled in accordance with this Agreement.

Event Hosting Platform(s): the event hosting platform(s) or website(s) used by Euromoney to host the online elements of the Event.

Event Marks: the trademarks and service marks relating to the Event(s).

Event Venue: the venue at which the relevant Event is held.

Fee: the fee payable by the Sponsor in consideration for the Sponsorship Benefits, as specified in the Contract Details.

Force Majeure: has the meaning given in clause 11.1 of the Standard Terms.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Group Company: means, in relation to a Party, any company which is a subsidiary or holding company of that Party or a subsidiary of a holding company of that Party, “subsidiary” and “holding company” having the meanings

provided in section 1159 of the Companies Act 2006.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

Losses: actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees).

Modern Slavery: slavery (as defined in the United Nations 1926 Slavery Convention); servitude; forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 29 and Protocol); and human trafficking (being the arrangement or facilitation of the travel of another person with a view to that person being exploited).

Participant: an individual who attends or joins the Event in any capacity, without limitation whether as a delegate, a speaker, as a representative of or at the invitation of the Sponsor.

Party: a party to this Agreement.

Registration Details: any data required to be provided by Participants upon registering for an Event which may include the name, address, date of birth, contact details and other personal data.

Sponsorship Benefits: the benefits provided to the Sponsor in consideration for its sponsorship of the Event(s) as more particularly specified in the Contract Details, subject to the terms of this Agreement.

Sponsor Marks: the Sponsor's trademarks and service marks made available to

Euromoney for the purposes of the Event(s).

Sponsor's Designated Space: the space(s) provided to the Sponsor as part of the Sponsorship Benefits, as applicable.

Term: from the date of this Agreement until the satisfaction of any post-Event obligations, as may be extended from time to time in accordance with this Agreement.

Termination Date: the effective date of termination of this Agreement.

VAT: value added tax or any corresponding sales tax applicable in any jurisdiction.

In this Agreement, "**online**" means any online, virtual or non-physical element of an Event.

1 The Sponsorship Benefits

1.1 Euromoney shall provide the Sponsorship Benefits to the Sponsor on the terms of this Agreement. Each Event may have physical and online elements to it and the Sponsorship Benefits may be provided by Euromoney to the Sponsor in either format.

1.2 If for any reason Euromoney is unable to deliver any of the Sponsorship Benefits, it will inform the Sponsor as soon as reasonably practicable and shall use its reasonable endeavours to substitute alternative benefits in respect of the relevant Event to an equivalent value of the relevant Sponsorship Benefits.

1.3 The Sponsor shall promptly comply with all reasonable instructions and directions issued by or on behalf of Euromoney in connection with the relevant Event and its promotion. Euromoney shall not be responsible for any failure or delay in providing any of the Sponsorship Benefits to the extent that such failure occurs as a result of the Sponsor's failure or delay in complying with Euromoney's reasonable instructions or directions.

2 Content

2.1 The Sponsor must obtain the prior written approval of Euromoney for all Content and other advertising or promotional materials associating the Sponsor and/or its products with the Event(s). Such approval shall not be unreasonably withheld or delayed.

- 2.2 The Sponsor shall provide all such materials or details of activities referred to in clause 2.1 to Euromoney not later than 10 Business Days before their use or release to the public.
- 2.3 Subject to the Sponsor delivering the materials for approval in accordance with clause 2.2, Euromoney shall use its reasonable endeavours to respond (whether giving or declining approval) to any requests for approval within two Business Days of Sponsor making of such request.
- 2.4 The Sponsor shall without delay withdraw any Content or other advertising or promotional material in circulation which is not in a form which has been approved in accordance with this clause 2.
- 2.5 If Euromoney has not received the Fee attributable to an Event in full before the Content Deadline of such Event (typically two to three weeks before an event starts) Euromoney 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.
- 2.6 Content provided to Euromoney by the Sponsor shall be in accordance with any instructions, technical requirements or other specifications issued by Euromoney from time to time, including (without limitation):
- a) the manner of transmission to Euromoney, including the use of standard encryption tools; and
 - b) the deadline for delivery as specified by Euromoney.
- 2.7 Euromoney shall have no obligation to publish, display or distribute any Content which it has not received by the Content Deadline and/or in accordance with any instructions, requirements or specifications provided in accordance with clause 2.6.
- 2.8 Euromoney shall use all reasonable endeavours to incorporate any changes requested by the Sponsor to any Content prior to the Event(s) provided that if such changes are submitted too late (according to Euromoney's event deadlines), Euromoney shall use the original Content.
- 2.9 Euromoney shall be entitled to edit and amend any Content if Euromoney considers such amendments necessary in order to comply with any of Euromoney's legal or regulatory obligations or its internal codes of conduct.
- 2.10 If Euromoney is required to produce Content on behalf of the Sponsor, Euromoney shall provide drafts for the Sponsor's approval, subject to Euromoney's rights to further edit and amend Content in accordance with clause 2.9.
- 2.11 The Sponsor undertakes that all Content or other Sponsor materials provided by it (or, if Euromoney is providing or procuring Content for the Sponsor, all such Content to the extent that it is based on data and/or information provided by the Sponsor) shall:
- a) comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event(s), as applicable;
 - b) comply with any instructions or directions issued by or on behalf of Euromoney;
 - c) not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact;
 - d) not contain viruses or other harmful components or malware;
 - e) not contain any content that is unlawful, obscene or defamatory;
 - f) not breach any codes as may apply to advertising in any territories where the Content (including, without limitation, any advertisement) is to be shown and directed to residents of that territory; and
 - g) include any legal or regulatory notices as may be required by Euromoney from time to time.
- 2.12 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 Euromoney.

3 Intellectual Property Rights

- 3.1 Euromoney 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.

3.2 The Sponsor grants to Euromoney a worldwide, non-exclusive, royalty-free, non-transferable licence:

- a) of the Sponsor's Intellectual Property Rights in any Content that it supplies to Euromoney to the extent required by Euromoney 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 Euromoney events.

3.3 If the Sponsor alters the Sponsor Marks at any time during the Term, Euromoney shall not be obliged to make any consequential changes to materials that include the Sponsor Marks which have already been produced by or on our behalf of Euromoney in connection with the Event(s) (including, but not limited to, reprinting promotional literature, signage or publicity materials) unless the Sponsor agrees to meet the costs and expenses incurred by Euromoney as a result of such change.

3.4 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.

3.5 Neither Party shall use the other Party's marks in any way that, in the other Party's reasonable opinion:

- a) brings or is likely to bring the other Party or the Event(s) into disrepute;
- b) indicates that Euromoney and the Sponsor are in partnership or any trading arrangement (other than in relation to the sponsorship of the Event(s));
- c) indicates that either Party endorses any part of the other Party's business, trading name or products;
- d) may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other Party's Intellectual Property Rights; or

e) may do anything which is reasonably likely to affect any registration of the other Party's Intellectual Property Rights.

3.6 If, during the provision of the Sponsorship Benefits, either Party becomes aware of any unauthorised use or any misuse of the other's Intellectual Property Rights in relation to the Event(s), then it shall promptly notify the other in writing and shall, at the owning Party's cost, provide all reasonable co-operation in any action, claim or proceedings brought or threatened in respect of such Intellectual Property Rights.

4 Invoicing and Payments

4.1 Euromoney shall invoice the Sponsor for the Fee as specified in the Contract Details.

4.2 Unless otherwise stated in the Contract Details, the Sponsor shall pay each invoice submitted by Euromoney 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.

4.3 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 Euromoney, pay to Euromoney 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.

4.4 If the Sponsor fails to make a payment due to Euromoney under this Agreement by the due date, then, without limiting Euromoney'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.

4.5 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).

5 Euromoney's Rights and Obligations

5.1 Euromoney shall organise the Event(s) and provide the Sponsorship Benefits using reasonable skill and care.

5.2 Euromoney 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.

5.3 In relation to any physical elements of the Event(s), although measurements shown on floor plans are believed to be accurate, Euromoney makes no representations or warranties as to their accuracy. Euromoney reserves the right to make such modifications as may be reasonably necessary to meet the needs of exhibitors and other sponsors.

5.4 Euromoney 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, whether or not such person is an employee, representative or contractor of the Sponsor.

6 Sponsor's Obligations

6.1 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.

6.2 The Sponsor is responsible for ensuring that its Participants have all necessary up to date travel documentation, including but not limited to visas and other entry permits into any jurisdiction and that it complies with all health formalities and any applicable laws in the jurisdiction that the Event(s) is/are being held.

6.3 The Sponsor shall:

a) be solely responsible for all costs that it incurs relating to its and its Participants' physical and/or online attendance at the Event(s) (including, without limitation, any travel costs, costs of any additional food and beverages beyond what is included in the Participants' attendance package, costs of any temporary staff hired for the Event(s) and all costs incurred by the Sponsor (other

than the Fees) in receiving the Sponsorship Benefits);

b) at least two Business Days before the start of the Event provide to Euromoney 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 his/her name by Euromoney;

c) exhibit its promotional materials only at the Sponsor's Designated Space and may not without Euromoney's prior written permission distribute materials elsewhere in the relevant Event Venue; and

d) not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the relevant Event Venue and shall not affix any materials to the columns, walls, floors or other parts of such Event Venue without Euromoney's prior written permission.

6.4 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 on arrival at the Event and may be refused entry at the discretion of Euromoney dependent on the outcome of the checks at clause 6.5 below or if such checks are not possible at such short notice.

6.5 The Sponsor acknowledges that Euromoney shall conduct its standard pre-registration checks on Participants which might include (without limitation) trade sanctions screenings and identity checks.

6.6 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 Euromoney nor its officers, agents or employees shall be liable to the Sponsor for damage to or loss of any such property.

6.7 The Sponsor shall comply with the hours, dates and instructions reasonably specified

by Euromoney for installing, occupying and dismantling exhibits. Euromoney shall be entitled to remove the Sponsor's exhibits in the event that Euromoney reasonably objects to, without limitation, any persons, things, conduct, printed matter, display items or other items. In the event of such a removal, Euromoney shall not be liable for refunding any costs incurred by the Sponsor including, without limitation, rental fees. Euromoney 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).

6.8 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 shall use its best endeavours to procure that its Participants provide Euromoney with such consents as Euromoney requests in connection with photography and/or recordings. The Sponsor shall not obstruct or interfere in any way with such photography or recordings whether by or on behalf of Euromoney.

6.9 The Sponsor shall not do, or omit to do, (and shall procure that none of its employees, agents or contractors shall do, or omit to do) anything which may:

- a) bring the Event(s) into disrepute;
- b) disparage the Event(s) or Euromoney;
- c) damage Euromoney's goodwill associated with the Event(s); or
- d) be otherwise prejudicial to the image and/or reputation of the Event(s) or Euromoney.

6.10 The Sponsor shall not engage in joint promotions with any third party in relation to any Event without Euromoney's prior written consent.

6.11 The Sponsor ensure it has in force a valid policy of insurance for public liability cover to the value of at least £1,000,000 to cover claims arising from the activities of the Sponsor and/ or its Participants relating to the Event(s).

7 Confidentiality

7.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party (the "**Receiving Party**") shall:

- a) treat Confidential Information disclosed by the other Party (the "**Disclosing Party**") as confidential; and
- b) not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent.

7.2 Clause 7.1 shall not apply to the extent that:

- a) such information was in the possession of the Receiving Party without obligation of confidentiality, prior to its disclosure; or
- b) such information was obtained from a third party without obligation of confidentiality; or
- c) such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
- d) such information was independently developed without access to the Disclosing Party's Confidential Information.

7.3 The Receiving Party may only disclose the Disclosing Party's Confidential Information to the Receiving Party's employees and agents who are directly involved in the provision of the Sponsorship Benefits and the Receiving Party shall ensure that such employees and agents are aware of, and comply with, the confidentiality obligations set out in this clause 7.

8 Data Processing

8.1 The Sponsor shall comply with the terms and conditions of the Data and Security Addendum set out in Appendix A of this Agreement.

8.2 Each Party shall:

- a) comply with all applicable requirements of the Data Protection Laws; and
- b) process any personal data which it obtains or holds under or in relation to this Agreement only for the purposes of carrying out its obligations under this Agreement.

8.3 We shall use your personal data for the purpose of providing the Sponsorship Benefits, including, but not limited to:

communications, administration (including before, during and after the provision of the Sponsorship Benefits), invoicing and payment, post-provision of the Sponsorship Benefits feedback, quality checks, research and polling.

8.4 We may share relevant personal data with relevant third parties involved in the Event(s) including without limitation finance partners, service providers and external delivery partners.

9 Cancellation, Postponement or Change of Event Venue by Euromoney

9.1 If it becomes necessary for Euromoney to cancel, change the date of or relocate any Event, Euromoney may do so on the terms set out in this clause 9, provided that Euromoney notifies the Sponsor in writing as soon as reasonably practicable. This clause does not apply in respect of any change from a physical Event to an online Event (or where an element of the Event is held online rather in a physical format).

9.2 For the purposes of this clause 9, the following terms, in respect of an Event, shall have the meanings set out against them below:

- a) **Accept:** accept either the new Event Dates and/or the new Event Venue(s) in which case this Agreement shall remain in force in respect of the revised Event Dates and/or Event Venue(s), as the case may be;
- b) **Terminate:** terminate this Agreement with respect to such Event and, to the extent that any Sponsorship Benefits have not been received (or only part of the Sponsorship Benefits has been received) at the Termination Date, obtain a refund of such proportion of the Fee as Euromoney may reasonably calculate; and
- c) **Select an Alternative Event:** elect to apply the Fee (whether or not already paid to Euromoney) in respect of any affected Event to another Euromoney event, provided that the date of such event is less than 12 months from the date of such cancellation and that Euromoney confirms that there are appropriate sponsorship opportunities at such event for the Sponsor.

9.3 Upon receipt of notice of cancellation of any Event from Euromoney, subject to clause **Error! Reference source not found.**, the Sponsor shall be entitled to: (a) Terminate; or (b) Select an Alternative Event.

9.4 If Euromoney gives the Sponsor less than 14 days' notice that Euromoney intends to postpone any Event, the Sponsor may: (a) Accept; or (b) subject to clause 10.1, Terminate; or (c) subject to clause 10.1, Select an Alternative Event.

9.5 If Euromoney gives the Sponsor 30 days' notice or more that Euromoney intends to postpone any Event: (a) the Sponsor shall be deemed to Accept if the new Event Dates are within six months from the original Event Dates; or (b) if the new Event Dates are more than six months but less than 12 months following the original Event Dates, the Sponsor may: (i) subject to clause 10.1, Terminate; or (ii) subject to clause 10.1, Select an Alternative Event.

9.6 Euromoney may, at any time before the start of any Event, relocate any physical elements of the relevant Event from the Event Venue to a different Venue. If such relocation is to an alternative venue in a different city, the Sponsor may: (a) Accept; (b) subject to clause 10.1, Terminate; or (c) subject to clause 10.1, Select an Alternative Event.

9.7 If, in accordance with the above provisions, the Sponsor decides to Select an Alternative Event, Euromoney is under no obligation to provide identical Sponsorship Benefits but shall use all reasonable endeavours to provide similar benefits.

9.8 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.

10 Cancellation by Sponsor

10.1 If the Sponsor wishes to cancel its sponsorship of any Event, it must notify Euromoney in writing as soon as possible. If such notification is received:

- a) within 7 days of the date of this Agreement; and

- b) at least 30 days before the commencement of the relevant Event, the Sponsor shall receive a refund of any part of the Fee paid by the Sponsor to Euromoney as soon as reasonably practicable. Otherwise, the Sponsor shall be liable for the full amount of the Fee.

11 Force Majeure

- 11.1 In this clause, “**Force Majeure**” means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect Euromoney’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.
- 11.2 If, as a result of Force Majeure, Euromoney cancels any Event, Euromoney shall use its reasonable endeavours to reschedule the Event to take place within [12] months of the original Event Dates.
- 11.3 If Euromoney is unable to reschedule any such affected Event in accordance with clause 11.2, it shall refund any part of the Fee paid by the Sponsor as soon as reasonably practicable
- 11.4 If, as a direct result of Force Majeure, the Sponsor is unable to carry out its obligations to sponsor the Event(s), Euromoney shall use its reasonable endeavours to offer to the Sponsor an appropriate alternative sponsorship opportunity at an event taking place within 12 months of the original Event Dates and, if such an opportunity is offered and accepted, Euromoney shall have no liability to refund any Fees to the Sponsor.
- 11.5 If Euromoney is unable to offer an alternative event to the Sponsor (or if the Sponsor declines such an offer) in accordance with clause 11.2, Euromoney shall refund any part of the Fee paid by the Sponsor as soon as reasonably practicable.
- 11.6 Without prejudice to Euromoney’s obligation to refund any Fees to the Sponsor,

Euromoney accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is made inadvisable, impracticable, illegal or impossible by or as a result of Force Majeure.

12 Technical Support

- 12.1 The Sponsor is responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content. Euromoney is not responsible for the reliability or continued availability of the telephone or internet lines and/or equipment that the Sponsor uses to access and/or use any Event or Content.
- 12.2 The Event or elements of the Event may require on-line internet access. It is the Sponsor’s responsibility to ensure that Euromoney’s or our Event Hosting Platform’s technology is compatible with the Sponsor’s systems prior to the Event.
- 12.3 Euromoney is not liable or responsible for any technical issues which may arise as a result of the Sponsor’s failure to ensure the compatibility of Euromoney’s or our Event Hosting Platform’s technology with the Sponsor’s systems. Similarly, Euromoney is not liable or responsible for any delay, disruption or disturbance in the operation of the internet or problems caused by the Sponsor’s or its Participants’ internet service provider(s) or for any telecommunications failures which are beyond Euromoney’s control. 24-hour access to on-line Content may not be available as a result of downtime for repairs, maintenance and/or repairs to Euromoney’s or our Event Hosting Platform’s websites and systems. Euromoney is not liable for any Losses caused to the Sponsor or its Participants arising from any viruses, worms, “Trojan horses” or other similar programs, malicious software or malware transmitted by the hosting of the Event(s).
- 12.4 In order to access the Event, the Sponsor and its Participants may be given user names and passwords, as appropriate for the relevant Event.
- 12.5 Except to the extent that a user name and password is expressly intended for more

than one person as confirmed by us in writing, the Sponsor and its Participants are not permitted: (a) to share user name and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of your company); or (b) to make their user names and passwords available to multiple users on a network.

12.6 The Sponsor is responsible for all access to any Event by them, their Participants or anyone else using their user names and passwords and for preventing unauthorised use of any such user names and passwords. If the Sponsor or its Participants believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any user name, password or any payment information), the Sponsor must notify us immediately by emailing the contact stated in the Contract Details.

13 Anti-Bribery & Corruption

13.1 Each Party undertakes that it shall not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

- a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;
- b) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons,

if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

13.2 Each Party shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Legislation and will enforce them where appropriate.

13.3 The Sponsor undertakes that neither the Sponsor nor any of its directors, officers, employees or Affiliates nor, so far as the Sponsor is aware, any agents or other

persons acting on behalf of any of the foregoing, directly or indirectly, has:

- a) violated or is in violation of any applicable Anti-Bribery Legislation;
- b) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality (“**Prohibited Payments**”); or
- c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

14 Modern Slavery

14.1 Each Party shall at all times take reasonable steps to ensure there is no Modern Slavery within its business and shall make all reasonable endeavours to ensure compliance with the same by its suppliers.

14.2 Each Party shall have the right to terminate this Agreement with immediate effect should it have reason to believe that the other Party is in breach of its obligations under clause 14.1.

15 Trade Sanctions

15.1 Neither the Sponsor, nor any of its directors, officers, employees or Participants, nor, so far as the Sponsor is aware, any agents or other persons acting on behalf of any of the

foregoing or any other parties accessing the Event:

- a) is listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity;
 - b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity (collectively “**Sanctions**”);
 - c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or
 - d) is or ever has been in violation of or subject to an investigation relating to Sanctions.
- 15.2 Euromoney reserves the right to refuse to provide the Sponsorship Benefits to the Sponsor for an Event and to terminate this Agreement with immediate effect without any liability by giving written notice to the Sponsor if, in its sole discretion, it determines that the Sponsor’s sponsorship of the Event causes or will cause:
- a) Euromoney, its affiliates, the Event Venue owner or the Event Hosting Platform or the Sponsor fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under this Agreement are in breach of, or otherwise targeted by Sanctions or other laws;
 - b) Euromoney to breach any term, warranty, condition or other provision of any contract or undertaking to which Euromoney and/or any of its affiliates is or becomes a party; or

- c) a disruption at the Event, to threaten the safety of other attendees or to hinder the enjoyment of the Event by other attendees.

15.3 Without prejudice to any other rights or remedies available to Euromoney, Euromoney reserves the right to recover from the Sponsor any loss or damage incurred or suffered by Euromoney, the Event Venue, the Event Hosting Platform or any other Sponsors as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Sponsor shall not be entitled to a refund of any Fees.

16 Indemnities

16.1 The Sponsor shall indemnify Euromoney (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:

- a) any claim that the use of the Sponsor Marks by Euromoney in accordance with this Agreement infringes any Intellectual Property Rights of any third party;
- b) any claim that materials provided by the Sponsor or presented by a speaker on behalf of the Sponsor infringe any Intellectual Property Rights of any third party;
- c) any claim that the publication of the Content by Euromoney in accordance with this Agreement libels or infringes any Intellectual Property Rights of any third party; and/or
- d) any third party claim arising as a result of any breach by the Sponsor of its obligations under clause 8.

16.2 Euromoney 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 Euromoney of its obligations under clause 8.

16.3 Upon receipt by a Party entitled to indemnification under clauses 16.1 or 16.2 above (an “**Indemnified Party**”) of notice of a claim, action or proceeding in respect of which indemnity may be sought hereunder, the Indemnified Party shall promptly notify the other Party (the “**Indemnifying Party**”)

in writing. The Indemnifying Party shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought and shall not settle any claim, action or proceeding to which an Indemnified Party is a Party and in respect of which indemnity is sought without the Indemnified Party's written consent, which shall not be unreasonably withheld, and the Indemnified Party shall provide the Indemnifying Party with such assistance (at the Indemnifying Party's cost) as is reasonably required by the Indemnifying Party.

17 Limitation of liability

- 17.1 Nothing in this Agreement shall limit or exclude either Party's liability for:
- a) death or personal injury;
 - b) fraud or fraudulent misrepresentation; or
 - c) breach of any other liability which cannot be limited or excluded by applicable law.
- 17.2 Euromoney shall have no liability for any loss or corruption of any Content provided by the Sponsor.
- 17.3 Subject to clause 17.1, neither Party shall be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to this Agreement, for any indirect or consequential losses.
- 17.4 Subject to clause 17.1, Euromoney shall have no liability in relation to any damage to or destruction of equipment and property of any kind which may be brought to the relevant Event Venue by the Sponsor.
- 17.5 Subject to clauses 17.1 and 17.6, 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.
- 17.6 The limitations and exclusions of liability set out in this clause 17 shall not apply in respect of:
- a) any liability of either Party arising under the indemnities provided in clause 16; or
 - b) the Sponsor's obligation to pay undisputed invoiced charges which have already become due and payable; or
 - c) damage to tangible property caused by the Sponsor.
- 17.7 Each Party shall comply with its common law duty to mitigate loss.
- 17.8 Except as expressly stated in this Agreement, Euromoney makes no express or implied warranty or representation in connection with the Event.

18 Termination

- 18.1 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:
- a) subject to clause 18.2a), 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;
 - b) 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
 - c) 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.
- 18.2 Without affecting any other right or remedy available to it, Euromoney may:
- a) terminate this Agreement with immediate effect by giving written notice to the Sponsor if the Sponsor breaches the terms of clause 6.9; or
 - b) suspend the Sponsorship Benefits if the Sponsor fails to pay any amount due under this Agreement on the due date for payment, the Sponsor becomes subject to any of the events listed in clauses 18.1b) or 18.1c) or Euromoney reasonably believes that the Sponsor is about to become subject to any of them.
- 18.3 The expiry or earlier termination of this Agreement shall not affect any obligations

which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

19 Consequences of termination

- 19.1 This Agreement may be terminated in whole or in part, in accordance with its terms. If this Agreement is in respect of multiple Events, the parties acknowledge that in accordance with its terms, termination may take place in respect of one or more single Events, but that otherwise, unless terminated as a whole, this Agreement shall continue in full force and effect, except in relation to any such terminated Events.
- 19.2 On termination of this Agreement for any reason, the Sponsor shall immediately pay to Euromoney all outstanding unpaid invoices issued by Euromoney 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, Euromoney shall submit an invoice, which shall be payable by the Sponsor immediately on receipt.
- 19.3 If Euromoney terminates this Agreement or suspends provision of any of the Sponsorship Benefits, Euromoney may reclaim from the Sponsor any reasonable fees consequentially incurred by Euromoney in revising and reprinting any Content or other sponsorship materials in respect of any affected Event; provided that Euromoney shall not be under any obligation to make any such changes to materials which have already been produced in connection with any such Event.
- 19.4 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.

20 Assignment

- 20.1 Euromoney 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.

- 20.2 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 Euromoney 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.

21 Amendment

This Agreement may not be amended without the written agreement of both parties.

22 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.

23 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 England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.

Appendix A - DATA PRIVACY AND SECURITY

1. INTERPRETATION

1.1. In this Schedule:

“Authorised Employees” means either party’s employees with access the other party’s Data on a ‘need to know’ basis in order to perform their obligations under the Agreement;

“Commencement Date” means the date of execution of this Agreement;

“Controller”, “Processor” “Data Subject”, “Personal Data”, “Processing”, and “Special Categories of Personal Data” all have the meanings given to those terms in Data Protection Laws (and related terms such as **“Process”** and **“Processed”** shall have corresponding meanings);

“Data Protection Laws” means any applicable laws and regulations relating to the processing, privacy, and use of Personal Data, as applicable to the parties, and/or the Services; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws or regulations implementing Council Directives 95/46/EC or 2002/58/EC; the GDPR and/or any corresponding or equivalent national laws or regulations; and any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority. All including any amendments or replacements to any of the above from time to time;

“Data Subject Request” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

“Data Protection Notice” means the privacy policy on Euromoney website or any other privacy notice otherwise specified by Euromoney;

“Model Clauses” means the standard contractual clauses annex to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors

established in Countries outside the EEA without adequate data protection protections;

“Security Breach” means a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Euromoney Data;

“Services” means the services provided to Euromoney by the Sponsor and vice versa in relation to the Processing of Personal Data under the Main Agreement;

“Sub-Processor” means any other person or entity to whom or to which the Sponsor sub-contracts or outsources the processing of Euromoney data; and

“Supervisory Authority” means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

“Permitted Recipients” means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

“Shared Personal Data” means the personal data to be shared between the parties.

1.2. Reference to a statute, statutory provision, subordinate legislation, code or guideline (“legislation”) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.3. References to the Sponsor that follow this section 1, are references to the Sponsor and any other parties acting under its authority.

2. Compliance

Each Party shall comply with Data Protection Laws and its obligations under this Agreement.

3. Particular obligations relating to data sharing

Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the purposes of this Agreement;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the purposes of this Agreement;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules or Model Clauses are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

4. Mutual assistance

Each party shall assist the other in complying with all applicable requirements of the General

Data Protection Regulation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 2 and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

5. Indemnity

Each party shall indemnify the other against all direct liabilities, costs, expenses, damages and losses (including but not limited to loss of profit, loss of reputation and all interest, administrative fines, penalties, sanctions liabilities or other remedies imposed by a Supervisory Authority, compensation paid to a Data Subject, the costs of compliance with investigations by a Supervisory Authority and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses

