

## 1. Definitions

In these conditions, the following terms have the following meanings:

- 1.1 "Agreement" means the legally binding arrangements entered into between the Sponsor(s) and the Organiser and consisting of the Application and the Organiser's acceptance thereof, which agreement is subject to the Conditions (as defined below);
- 1.2 "Application" means the contract form attached duly completed or such other form of application as the Organiser may in its discretion accept;
- 1.3 "Conditions" means these standard terms and conditions;
- 1.4 "Event" means the event as named and dated in the Agreement;
- 1.5 "Event Date" means the proposed date of the first day of the Event;
- 1.6 "Exhibition Pack" means the materials furnished to the Sponsor setting out the requirements for sponsorship material, including size, installation and removal times.
- 1.7 "Organiser" means the Association for Financial Markets in Europe;
- 1.8 "Owners" means the owners and/or management of the Event venue and/or any media used for Sponsorship; and
- 1.8 "Sponsor" means any one or more organisation(s), firm(s) or person(s) who has/have together applied for, any sponsorship of, or exhibition at, as the case may be, the Event.

## 2. General

The Conditions apply to all arrangements entered into by the Sponsor and the Organiser to the exclusion of any other terms and conditions, otherwise contained in any document prepared by the Sponsor or otherwise. No amendment to or exclusion from the Conditions shall be binding upon the Organiser unless in writing and signed by a director on behalf of the Organiser. Applications for Sponsorship should be made by the Sponsor on the contract; in the event that the Organiser may at its discretion accept an Application in some other form, such Application shall in all respects be subject to the Conditions. This Agreement shall be governed and construed in accordance with the laws of England.

## 3. Regulations

The Sponsor shall not contravene:

- 3.1 Any Act of Parliament or regulation or byelaw of the local authority or other official bodies relating to the Sponsor's stand or exhibits or other property;
- 3.2 Any of the terms and conditions issued by the Owners of the appointed event venue, or the Owners of any media used for the Sponsorship or their successors, in force at the time of the event;
- 3.3 The conditions of any Licences for the sale of tobacco, wine, beer or spirits or for music, dancing, video or film projection or other licences held by the Owners or the Organiser in relation to the Event premises or Sponsorship media; and
- 3.4 Any copyright or other rights held by a third party including without limitation all intellectual property rights.

## 4. Validity

No legally binding agreement shall exist between the Sponsor and the Organiser until the Application shall have been accepted in writing on the form signed by a director or manager on behalf of the Organiser. On such acceptance, the relationship of the Organiser and the Sponsor with regard to any sponsorship or exhibition package, as the case may be (in either case, a "Sponsorship Package") allotted to the Sponsor by the Organiser shall be that of licensor and licensee.

## 5. Payments

- 5.1 The Organiser will, on acceptance of the Application, invoice the Sponsor for the total fees payable to the Organiser ("Sponsorship Fee") and such payment shall be made to the Organiser within 30 days of such invoice or, if the acceptance occurs within fewer than 30 days prior to the Event, immediately. Time shall be of the essence in respect of obligations of the Sponsor to make payments hereunder.
- 5.2 Without prejudice to any other rights the Organiser may have hereunder, should the Sponsor fail to make any payment in full by the due date, interest shall accrue thereon for the period from the due date to the date of actual payment (as well after as before judgement) at a rate equal to the base lending rate from time to time of the Barclays Bank plus 2 per cent.
- 5.3 Prices quoted by the Organiser are, unless otherwise expressly agreed, exclusive of value added tax ("VAT") or any other applicable tax and the Sponsor shall pay to the Organiser any such VAT (or any other tax) chargeable thereon at the then applicable rate.

## 6. Breach by Sponsor

If the Sponsor shall not pay any sum due or becoming due from it to the Organiser by the due date, shall breach any other Condition, shall become bankrupt or insolvent, shall suffer the appointment of a receiver to any part of its assets or undertakings or (if a company) shall suffer the appointment of an administrative receiver an administrator or a resolution shall be passed or petition presented for the winding up of the Sponsor, the Organiser may at any time thereafter by notice in writing terminate the allotment of a Sponsorship Package to the Sponsor, and terminate the agreement and remove and exclude the Sponsor, or remove from, delete, or cover over any sponsorship or promotional media and relitence the same as it shall think fit and all such rights shall be without prejudice to any other rights which the Organiser may have against the Sponsor hereunder.

## 7. cancellation

If a Sponsor cancels its booking or this Agreement shall be terminated under Condition 6, the following scale of

cancellation charges shall apply, calculated as from the date that a Notice of Cancellation Charge shall have been received by the Organiser events director by recorded delivery or the Organiser shall have terminated under Condition 6:

- 7.1 More than eight months prior to Event Date = 50% of Sponsorship Fee
- 7.2 Less than eight months prior to Event Date 100% of Sponsorship Fee
- 7.3 On cancellation, the licence referred to in Condition 4 shall be terminated and the Organiser shall be free to relitence the Sponsorship Package.

## 8. Occupation of Space

The Sponsor undertakes to occupy the space allotted to him by commencement of business on the Event Date. In the event that the Sponsor fails to do so he shall be deemed thereby to have cancelled his booking in accordance with the provisions of Condition 7 and the cancellation charges referred to at Condition 7.2 and the provisions of Condition 7.3 shall apply.

## 9. Allocation of Space

The Sponsor agrees to reasonable floor plan adjustment and necessary re-allocation of stand space as the Organiser may deem necessary to the success of the Event. The Organiser reserves the right to require the Sponsor to move to an alternative location at the Event if, at the Sponsor's discretion, the reduction in size of the stand is detrimental to the Event or other participants.

## 10. No Assignment: Agreement Personnel

10.1 The Agreement and the licence granted to the Sponsor by Condition 4 is personal to the Sponsor; the Sponsor may not assign, transfer, part with, share or grant any sub-licence in respect of the whole or part of the Sponsorship Package allocated to it or any other rights under this Agreement save with the prior written consent of the Organiser.

10.2 The Sponsor shall not permit any materials relating to firms or companies not being agents, principals, associated with, subsidiaries of or the holding organisation of the Sponsor (and in each case which shall have been duly listed on the Application) to be exhibited at or distributed from any area at the event or used or advertised as part of the Sponsorship, nor shall the Sponsor display or use or advertise as part of the Sponsorship anything other than material within the general subject matter of the Event. The Organiser reserves the right to require any Sponsor to remove any such material that it, at its discretion, deems to fall outside the general subject matter of the Event.

## 11. Holding of Event

11.1 The Sponsor acknowledges and agrees that it shall have no claim against the Organiser in respect of any loss or damage of any nature which it may suffer or incur in consequence of the Event failing for any reason to be held.

11.2 In the event that in the opinion of the Organiser, the commercial purpose of the Event (and Sponsorship) can be fulfilled by rearrangement or postponement of the Event, substitution of another venue, or substitution of another Sponsorship Package, or in any other reasonable manner, the Agreement shall remain binding upon the Sponsor and the Organiser and all such modifications shall be made in relation to the Sponsorship Package as the Organiser shall think fit.

## 12. Fire and Safety Precautions

12.1 The Sponsor shall ensure that any materials they have brought in independently of the Organiser as display material as part of the Sponsorship shall be non-flammable and will conform to the requirements of the fire regulations of the venue or Sponsorship. Sponsors shall not take or bring into the Event any explosive, inflammable, dangerous, harmful or illegal substance.

12.2 No goods shall be displayed in such a manner as, in the opinion of the Organiser, to obstruct the open spaces or gangways of the Event venue or to occasion inconvenience or hazard to the public or any other Sponsor or otherwise to affect the display of any other Sponsor.

12.3 The Sponsor undertakes to comply forthwith with any direction given by the Organiser relating to fire or other safety reasons or Condition 12.2 above.

## 13. Erection of Stands and Exhibits

13.1 The Sponsor shall, promptly upon receipt of the Exhibition Pack and, in any event, 30 days before the Event, submit to the Organiser for approval any aspect of the stand or exhibits that deviate materially from the requirements of the Event.

13.2 The Sponsor shall appoint a contractor acceptable to the Organiser (which may be the official stand contractor appointed by the Organiser for the Exhibition) to carry out interior work to the stand allotted to the Sponsor.

13.3 All stands and exhibits will be subject to the approval of the Organiser when constructed.

13.4 The Organiser may prevent work from being carried out by, or on behalf of any Sponsor who has not complied with the terms stated above.

## 14. Dilapidation

14.1 All of the Sponsor's fixtures and fittings must be removed upon termination of this Agreement, however determined.

14.2 Sponsors are responsible for the cost of making good, restoring or renewing all damage, whether caused by themselves, their agents or contractors or by any other person or persons employed or engaged on their behalf by any such agent or contractor.

#### 15. Liability

15.1 The Organiser does not assume any responsibility for the protection and safety of the Sponsor, its officials, agents or employees, for the protection of the property of the Sponsor or its representatives or of property used in connection with the Event, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after Event hours and placed in safekeeping by the Sponsor. The sponsor acknowledges that AFME does not maintain insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. Any protection exercised by the Organiser shall be deemed purely gratuitous on its part and shall in no way be construed to make the Organiser liable for any loss or inconvenience suffered by the Sponsor.

15.2 The Sponsor shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person arising from the activities of the Sponsor – other than claims directly caused by the gross negligence or wilful misconduct of the Organiser, its employees, or agents. The Sponsor further shall indemnify and defend the Organiser and the Owners and their respective employees and agents against any claim or expenses of either which are caused by or arise out of the use of the Event venue.

15.3 Notwithstanding anything else contained in this Agreement the Organiser shall not be liable to the Sponsor for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused.

15.4 The Sponsor shall take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity not less than £5,000,000 sterling (or its equivalent). The Organiser shall be entitled to inspect the Sponsor's public liability policy, which the Sponsor shall make available on request.

#### 16. Rights of the Organiser and Landlords

16.1 The Organiser, the owners and/or managers of the appointed Event venue or their successors in title and those authorised by them have the right to enter the Event at any time to execute works, repairs and alterations and for other purposes. No compensation will be payable to a Sponsor for damage, loss or inconvenience so caused.

16.2 The Organiser will use its reasonable endeavours to ensure that the services provided for the Event are supplied but as the supply of such services is not within the Organiser's control it shall not incur any liability to the Sponsor for any loss or damage if any of such services shall wholly or partially fail or cease to be available nor shall the Sponsor be entitled to any allowance in respect of sums paid or due under this contract.

16.3 The Organiser shall be free to include in any form of promotional media prepared or issued by it, the Sponsor's name, logo or any other material or information supplied to the Organiser by the Sponsor. The Sponsor shall be responsible for ensuring the accuracy of all material supplied for any sponsorship media (where the Sponsor has such right) and for ensuring that all material or information is not offensive, abusive, indecent, defamatory, obscene or menacing in any way. The Sponsor has the right to grant and hereby grants to the Organiser (and its sub-contractors) a non-exclusive, royalty free, world-wide license to use its name, logo, or any other information or material supplied to Sponsor hereunder.

16.4 Media (photographic, audio, and visual) rights in the Event are reserved to the Organiser who will appoint professionals to carry out any such work required by the Sponsor.

16.5 The Organiser reserves the right to refuse any person admission to the Event premises and the further right to cause to be removed any person from the Event premises at any time during the Organiser's occupation of the Event premises. The Sponsor will be supplied with passes for his personnel, which must be produced on request. Passes and tickets are only valid in the name of the person to whom they are issued or sold.

16.6 The Organiser reserves the right to affix the Sponsor's name and stand number, directional, and/or other signage within or to the Sponsor's stand.

16.7 If the Sponsor is in material breach of any of the provisions of the Agreement or is otherwise engaged in any activity which may jeopardise the safety of the Event, other exhibitors or those attending the Event, the Organiser may require the Sponsor to close its exhibit and/or withdraw all authorities for representatives of the Sponsor to attend the Event.

#### 17. Conduct of the Sponsor

17.1 Equipment for the display of film or video, photographic slides, amplifiers, flashing lights and neon signs may only be used with the Organiser's prior written consent.

17.2 No competitions, lotteries, draws or the like may be held without the Organiser's prior written consent.

17.3 All efforts to advertise promote sales and operate exhibits must be conducted on the Sponsor's allotted space and in such a way as will not (a) cause any disruption of, or annoyance or inconvenience to other Sponsors or visitors or (b) encourage absence of attendees from the Event during official hours. Further, the Sponsor is responsible to the Organiser for seeing that its stand is maintained in a clean and tidy state throughout the Event.

17.4 The Sponsor is not allowed to paste or otherwise to affix or exhibit or to distribute advertisements anywhere in the building except on its own stand. No advertisements or printed matter posted, exhibited, or distributed by the Sponsor shall contain or use the Organiser's, without the Organiser's written permission.

17.5 The Sponsor shall ensure that the Sponsor's stand and exhibits are open to view and staffed by competent representatives during the Event hours, failing which the Organiser may at the Sponsor's expense and in the Sponsor's name arrange for this to be done or for the stand and exhibits to be removed or closed. The Organiser shall not be liable for any resulting losses or damages of any kind.

#### 18. Notices

Unless otherwise specified, all notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Condition.

#### 19. Headings

The headings to the Conditions are for ease of reference only and shall not affect the interpretation or construction of the Agreement.

#### 20. Parties

Where a Sponsor comprises more than one company, firm or person, the liability of each of such persons to the Organiser shall be joint and several, any notice shall be properly served on all if served on any one of such persons, firms or companies and Condition 6 shall apply if any of the events listed shall occur in relation to any one of such persons, firms or companies.

#### 21. Application

The Application, the organiser's acceptance of the Application and these standard terms and conditions comprise all the terms of the Agreement and no prior representations given by either party, whether written or oral, shall be deemed to be incorporated as terms of the Agreement.

#### 22. Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.