

AGREED TERMS

Definitions and Interpretation

Definitions

In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

“Agreement” means these terms and the Confirmation of Order.

“Confirmation of Order” means the order form titled “Confirmation of Order” sent with these terms setting out the relevant details of the Partnership/Sponsorship.

“Data Controller” has the meaning set out in the GDPR (General Data Protection Regulation) 2018.

“Event” means the event detailed in the Confirmation of Order.

‘Intellectual Property’ (“IP”) means any patents, rights in designs, logos, trade marks and service marks (whether registered or unregistered) including any applications for any of the foregoing, inventions, discoveries, improvements, copyright, goodwill, database rights, rights in confidential information and know-how and all other intellectual or industrial property rights in any part of the world, including the right to sue for past infringements;

"Delegate Data" means the personal data on the delegate list prepared by IFMA/FMN;

"Partnership/Sponsorship" means the Partnership/Sponsorship as set out in the Confirmation of Order.

Interpretation

In this Agreement reference to the headings to clauses are to be ignored in construing this Agreement.

1. Appointment and grant

In consideration of and upon and subject to the terms and conditions of this Agreement IFMA/FMN agrees, during the continuance of this Agreement, to provide nonexclusive partnership/sponsorship privileges to the Partner/Sponsor for the Event as set out in the Confirmation of Order.

2. Commencement



This Agreement shall commence on the date of the Confirmation of Order (“**the Commencement Date**”) and shall continue until two months after the Event when it shall terminate automatically without notice. This clause is subject to early termination in accordance with clause 8 and nothing in this clause shall preclude early termination of the Agreement pursuant to clause 8.

3. Obligations of IFMA/FMN

IFMA/FMN or its agents shall use reasonable endeavors to provide nonexclusive partnership/sponsorship privileges for the Event as detailed in the Confirmation of Order. IFMA/FMN or its agents shall have full discretion to alter, change or cease to provide any such partnership/sponsorship privilege for reasons of health and safety or where changes are made by any of its suppliers or others through no fault of its own, with impact on the Event(s). IFMA/FMN or its agents shall make all reasonable efforts to replace such privileges with reasonable alternatives. Where the Partner/Sponsor has incurred costs, IFMA/FMN or its agents will make every effort to offer an alternative or failing that, will reimburse the Partner/Sponsor a reasonable sum.

4. Partner’s/Sponsor’s obligations

- 4.1. The Partner/Sponsor is to pay all agreed partnership/sponsorship monies and any other agreed incidental costs plus VAT where applicable in accordance with the payment terms hereunder.
- 4.2. The Partner/Sponsor shall seek approval from IFMA/FMN for all content, messages and presentations prepared by the Partner/Sponsor. No film, photographs or videotapes may be made or taken by the Sponsor without written permission by IFMA/FMN.
- 4.3. The Partner/Sponsor shall arrange a comprehensive insurance policy at its sole cost for a period which comprises the period taken up by the Event(s) and including cover for the following:
 - a) loss, theft or damage in respect of the Partner’s/Sponsor’s property used at the Event(s); and
 - b) loss, damage or claim directly or indirectly arising from the use by the public and IFMA/FMN, its employees and/or agents, of any specific products and/or goods given away or made available by the Partner/Sponsor at the Event(s).
- 4.4. The Partner/Sponsor shall comply with any instructions and/or guidelines issued by IFMA/FMN or its agents from time to time relating to the Event or the partnership/sponsorship privileges as set out on the Confirmation of Order.

5. Fees and payment

- 5.1. The Partner/Sponsor shall pay IFMA/FMN the sum set out in the Confirmation of Order (plus VAT if applicable).
- 5.2. IFMA/FMN or its agents shall produce an invoice for the partnership/sponsorship monies, plus VAT where applicable. IFMA/FMN or its agents shall render invoices for all other incidental costs controlled by IFMA/FMN, at the time the Partner/Sponsor elects to take up any such additional service(s).
- 5.3. Payment shall be due no later than 30 (thirty) days following date of invoice.
- 5.4. Late payment (30 days or more) will be subject to interest accrued on a daily basis at 2% above the base rate of the local bank.

6. Ownership in IP

- 6.1. Save as provided under this Agreement, neither party shall use any logo or trademark belonging to the other in connection with this Agreement or otherwise, including in any advertising, promotional or any other material, without the prior written approval of the other.
- 6.2. IFMA/FMN shall at all times retain ownership of its IP and in all materials created by the Sponsor in providing the Partnership/Sponsorship. The Partner/Sponsor hereby expressly acknowledges IFMA/FMN ownership of its IP and will do nothing inconsistent with such ownership and agrees not to use or permit such to be used by any person under its control without the prior written consent of IFMA/FMN. The Partner/Sponsor agrees to: (i) enter into a trademark license in respect of the use of such trademarks if requested by IFMA/FMN in such form as IFMA/FMN may reasonably require; or (ii) to take such other steps that may be required to ensure that all IP relating to the Event and Event materials are held and owned by IFMA/FMN in the event that ownership does not arise automatically.
- 6.3. Subject to clause 6.1, the Partner/Sponsor shall retain ownership of all its IP in any materials that existed prior to this Agreement which it may provide or disclose to IFMA/FMN.

7. Limitation of liability

- 7.1. Notwithstanding any other provision of this Agreement, IFMA/FMN do not exclude or limit liability for:
 - a) death or personal injury to the extent that such injury results from negligence;
 - b) any breach of undertaking as to title, quiet possession, and freedom from encumbrance implied by law, including (without limitation) any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - c) fraud or deceit;
 - d) claims arising under Part 1 of the Consumer Protection Act 1987;
 - e) any other liability that cannot be excluded by law.
- 7.2. IFMA/FMN shall not be liable to the other for (a) loss of profit or (b) indirect, incidental, special or consequential loss or damage.



7.3. Except as expressly provided in clause 7.1, the total liability of IFMA/FMN to the Partner/Sponsor under this Agreement shall not exceed the sum of €500 (five hundred euros).

8. Termination

- 8.1. IFMA/FMN reserves the right to cancel the Event for any reason (including, without limitation, by reason of a justifiable and economic business reason). IFMA/FMN shall notify the Partner/Sponsor of the cancellation as soon as possible. The parties agree that:
- IFMA/FMN shall not be in breach of this agreement by virtue of that cancellation or abandonment; and
 - on IFMA/FMN notifying the Partner/Sponsor of such cancellation this agreement shall automatically terminate and the provisions of clause 9 shall apply, save that IFMA/FMN shall also refund in full the Partner/Sponsor any partner/sponsor fee that has already been paid within 45 days of the cancellation notification.
- 8.2. This Agreement may be terminated with immediate effect by notice in writing if either the Partner/Sponsor or IFMA/FMN shall fail to observe or perform any of the obligations or conditions on its respective part to be observed and performed and fails to remedy any such breach within 14 days of receiving notice in writing from IFMA/FMN or the Partner/Sponsor (as appropriate).
- 8.3. Any termination of this Agreement pursuant to sub-clause 8.2 shall be without prejudice to any other rights or remedies to which any party may be entitled under this Agreement or at law, and shall not affect any accrued rights or liabilities of any party or the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. 8.4 IFMA/FMN has the right to terminate this Agreement where partnership/sponsorship monies are not paid in accordance with the payment terms above, without any liability whatsoever to the Partner/Sponsor for cancellation.

9. Consequences of termination

- 9.1. Upon the lawful and proper termination of this Agreement for any reason, the Partner/Sponsor shall:
- immediately cease any form of promotion to delegates or IFMA/FMN members; and
 - provide all such assistance as is reasonably requested by IFMA/FMN so as to ensure, if required and in so far as possible, an uninterrupted and seamless transfer of the provision of the Partnership/Sponsorship to another service provider nominated by IFMA/FMN.
- 9.2. Upon termination of this Agreement the Partner/Sponsor shall promptly return (without retaining any copies) all materials and documents relating to the Partnership/Sponsorship (other than any accounting documentation) in their possession to include but not be limited to, all Delegate Data, IFMA/FMN business contact details and delegate details provided by IFMA/FMN.



10. No assignment

This Agreement shall not be assignable to any person or charged by any party, nor shall any party grant sub-licenses under this Agreement.

11. Publicity

- 11.1. All media releases, public announcements and public disclosures by either party relating to this Agreement or its subject matter, including promotional or marketing material, will be on approval by IFMA/FMN only and coordinated by the IFMA/FMN prior to release.
- 11.2. The Partner/Sponsor gives IFMA/FMN a right to make reference to the agreed partnership/sponsorship of the Event(s) in trade press and/or local and/or national news press, to its members or on its website or other similar medium provided such reference(s) are not damaging to the Partner's/Sponsor's reputation and giving due acknowledgement to the Partner/Sponsor.
- 11.3. IFMA/FMN reserves the right at all times to refer to, publicize in IFMA/FMN newsletters or other publications or communications (whether to IFMA/FMN members or others), in any reporting form, including, without limitation, electronic publishing, the co-branding arrangements which are the subject of this Agreement and the Partner/Sponsor hereby authorizes IFMA/FMN to display the logo(s) of the Partner/Sponsor and any artwork where such artwork was produced jointly with IFMA/FMN or bears the IFMA/FMN name and/or logo.

12. Indemnity

The Partner/Sponsor agrees and undertakes to indemnify IFMA/FMN and keep IFMA/FMN indemnified during and after the termination of this Agreement for all reasonably foreseeable damages, losses, claims, demands and expenses (including legal and professional expenses), costs and liabilities which IFMA/FMN or its members may at any time properly and reasonably incur and which arise directly from any breach, negligence, recklessness, misconduct, unauthorized act or omission of the Partner/Sponsor or its staff in performance of this Agreement. IFMA/FMN shall use reasonable endeavors to mitigate any losses claimed by it in connection with this agreement.

13. Confidentiality

- 13.1. Each party shall treat the Agreement and any confidential information (to include Delegate Data and IFMA/FMN business contact details) it may have obtained or received in relation thereto or arising out of or in connection with the performance of



the Agreement or its negotiation or relating to the business or affairs of the other as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under clause 13.2.

13.2. Clause 13.1 shall not apply to any information which:

- a) is or subsequently comes into the public domain otherwise than by breach of this Agreement;
- b) is already in the possession of the receiving party without an accompanying obligation of confidentiality;
- c) is obtained from a third party who is free to divulge the same;
- d) is independently and lawfully developed by the recipient outside the scope of the Agreement;
- e) is required to be disclosed by law or by any governmental or competent regulatory authority or agency.

13.3. All data will be processed in accordance with the GDPR 2018 and information will not be shared with third parties or used by third parties for purposes outside this agreement without the agreement of delegates/members. For the avoidance of doubt the Partner/Sponsor is acting as data processor and will only process data in accordance with IFMA/FMN, the Data Controller for this agreement“

14. Force Majeure

14.1. If performance by any of the parties of any requirement or obligation under this Agreement is prevented, restricted or delayed by reason of any circumstances beyond its control including industrial disputes or disturbances, act of God, fire, storm, flood, lightning, vandalism, failure of sub-contractors, unavailability of supplies or utility or communication failures then that party shall be excused from the performance of such requirement or obligation and that party shall be granted an extension of time equal to the period of delay without liability to the extent of the prevention, restriction or delay.

14.2. The party claiming to be prevented or delayed in the performance of any of its obligations under clause 14.1 above shall promptly notify the other party of the reasons for the breach or delay and use all reasonable endeavors to limit the impact of any Force Majeure on the performance of this Agreement.

15. Reservation of right



All rights and licenses not specifically and expressly granted to and conferred to the Partner/Sponsor by this Agreement are for all purposes reserved to IFMA/FMN.

16. Mediation

In the event of a dispute arising between the parties, which remains unresolved for a period of 14 calendar days or more, the dispute will be escalated to the territory Managing Director (or equivalent) of FMN or IFMA, who shall endeavor to resolve the dispute with the Partner/Sponsor within a further 14 calendar day period. If the dispute continues not to have settled by the end of this timeframe the parties will resort to mediation before either party may issue litigation proceedings, turning to Center for Effective Dispute Regulation (CEDR) to appoint a mediator under the CEDR model mediation procedure, provided the cost of this recourse is not disproportionate to the value of the dispute (i.e. exceeds the value of the amount in dispute).

17. Third party rights

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

18. Severability

If a term or provision of this Agreement shall be held to be illegal, invalid or unenforceable it shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

19. Entire agreement

19.1. This Agreement:

- a) constitutes the entire agreement between the parties about the subject matter of this Agreement; and
- b) (in relation to such subject matter) supersedes all earlier discussions, understandings and agreements between any of the parties in relation to the Event and all earlier representations by any party.

19.2. The parties have not entered into this Agreement in reliance on, nor have they given, any representation, warranty or promise except as expressly set out in this Agreement.

19.3. This clause shall not exclude the liability of any party for fraudulent misrepresentation or concealment or any resulting right to rescind this Agreement.

19.4. Should there be any inconsistency between these terms and the Confirmation of Order, these terms shall prevail.



20. Notices and other communications

Where this Agreement provides for the giving of notice or the making of any other communication, such notice or communication shall not (unless otherwise expressly provided) be effective unless given or made in writing.

21. Miscellaneous

- 21.1. Each party shall bear its own costs incurred in relation to the negotiation and preparation of this Agreement and matters incidental to this Agreement.
- 21.2. Each party agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and report any suspected breach of the same to the other.
- 21.3. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 21.4. No failure or delay by IFMA/FMN in exercising any right under this Agreement shall operate as a waiver of such right nor shall any single or partial exercise of any right preclude the exercise of any other right.
- 21.5. No variation or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized director or employee of IFMA/FMN and the Partner/Sponsor.
- 21.6. Each signatory to this Agreement on behalf of one of the parties warrants that he is fully authorized by the party concerned to sign this Agreement on behalf of the said party.
- 21.7. This Agreement may consist of any number of duplicates each executed by at least one party, each of which when so executed and delivered shall be an original, but all the duplicates shall together constitute one instrument.

22. Governing Law and Jurisdiction

- 22.1. The governing law of this Agreement shall be that of The Netherlands. All disputes arising from this Agreement or from further Agreements entered into for the purpose of its execution will be settled exclusively by the competent District Court in Amsterdam.