

**TERMS AND CONDITIONS: EVENT SPONSORSHIP AGREEMENT**

These Terms and Conditions form part of the Agreement between Economist Events and Client and refer to words defined in the Event Sponsorship Agreement (or any agreement in which these terms are incorporated by reference).

**1. Payment Terms**

All fees expressed herein are exclusive of sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to Client in addition to the fees. If applicable, Client will be responsible for the payment of all withholding taxes in addition to the fees. Travel expenses are not included in the fees and, if such charges are incurred, they will also be charged to Client in addition to the fees. All fees are non-refundable (except as otherwise specified herein) and are due by the earlier of: (i) within net 30 days of the invoice date; and (ii) 14 days prior to the date of the Event. In addition, where this Agreement is signed fewer than 14 days before the Event date, Economist Events reserves the right to require immediate payment of an invoice issued in respect of the Event. Payments made after the due date may be (in Economist Events' discretion) subject to a late fee equal to the lesser of 1.5% per month or the maximum allowed by law.

**2. Licence of Trademarks**

- 2.1 Where Economist Events gives approval in writing in advance, Economist Events grants to Client a non-exclusive, non-sub-licensable licence (during the term of this Agreement) to use the "Economist Events" name and/or logo, for the purpose only of promoting and marketing the Event(s), PROVIDED THAT in each case (a) these trademarks will only be used in the exact format and specification as directed from time to time by Economist Events, (b) all advertising, promotional, marketing and other material which feature the trademarks (in any medium or media) will be subject to the prior review by and approval of Economist Events before their publication or use, and (c) Client will not modify, amend or add to the content or format of any of the licensed trademarks in any manner.
- 2.2 Other than as provided for in this clause 2 (Licence of Trademarks), nothing in this Agreement will be deemed to vest in Client any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under licence by Economist Events (or any of its affiliates) or grant to Client any right or licence to any other intellectual property rights of Economist Events or its affiliates, all of which will, at all times, remain the exclusive property of Economist Events and its affiliates.
- 2.3 During the term of this Agreement, Client grants Economist Events a non-exclusive, non-sub-licensable licence to use Client's trademarks, trade names and corporate name for the sole purpose of the Project and providing the Deliverables, Event and materials associated therewith. For the avoidance of doubt, Client review and approval will not be required in respect of uses made in conjunction with this clause.

**3. Confidentiality and Privacy**

- 3.1 The parties recognise that in the course of the Project, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorised party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain (through no fault of the recipient), or (ii) developed independently by the recipient (without reliance on the information).
- 3.2 For the avoidance of doubt, the terms of this Agreement (including the fees) will be treated as confidential by Client and will not be disclosed to any third party without the prior written agreement of Economist Events unless the forging exceptions apply.
- 3.3 The use and disclosure of lists containing information relating to any individual are regulated by privacy and data protection laws. Such information may also be subject to obligations of confidentiality. Therefore, Economist Events does not accept any obligation to supply Client with any mailing or other lists unless otherwise expressly provided for in the Agreement. Any obligation by Economist Events to supply Client with any mailing or other lists (or similar data) is subject to any restrictions imposed by applicable laws and regulations and the preferences expressed by the individuals. If, for any reason, Client obtains such information in connection with the Project, Client will treat that information as confidential and comply with all applicable laws and regulations which relate to such information. Where, for the purpose of marketing the Event, Client provides to Economist Events the information of individuals including but not limited to its clients and/or prospective clients, Client represents and warrants that: (i) it has obtained all necessary consents to use and transfer the information for the purposes outlined in this Agreement and it has complied with all applicable laws and regulations which relate to the use of such information including, without limitation, the UK's Data Protection Act 1998 (and as amended thereafter) and any other similar applicable laws in other jurisdictions; and (ii) that Economist Events' use of such information in accordance with this Agreement will not breach any applicable laws or regulations. Client agrees to indemnify and hold Economist Events and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by Economist Events and/or any of its affiliates arising out of or related to a breach of this clause 3 (Confidentiality and Privacy) and/or misuse of such information.

**4. Warranties and Limitations of Liability**

- 4.1 Each party warrants that: (i) it is the owner or licensee of all trademarks or copyrighted material it supplies hereunder or is licensed to grant the rights in any material to the other under this Agreement; (ii) to the best of its knowledge and belief, no such material is defamatory of any person; and (iii) it has full right, power, and authority to enter into and perform its obligations under this Agreement.
- 4.2 Except as provided for herein, Economist Events gives no warranties in respect of the Deliverables, Event, or any aspect of the Project, and to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Other than to the extent required as a matter of law: (i) neither party nor its affiliates will be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the use of (or failure to use) or reliance on the Deliverables or other aspect of the Project or in connection with this Agreement; and (ii) the maximum aggregate liability of either party for any claim in any way connected with therewith or this Agreement (whether in contract, tort or otherwise, including any negligent act or omission) will be limited to the amount paid by Client to Economist Events under this Agreement in the preceding twelve-month period.
- 4.3 Notwithstanding anything to the contrary contained herein, Economist Events does not accept any obligation to provide video, audio, or any other content containing a participant or attendee of the Event unless that participant/attendee has signed Economist Events' standard release form authorising Economist Events to provide such content to Client.
- 4.4 Neither Economist Events nor its affiliates can accept any responsibility or liability for reliance by Client (or any person) on the Deliverables or any information provided in relation to this Agreement, including, without limitation, the content of any speaker and/or presentation or materials published in connection with the Event.

**5. Intellectual Property**

Other than Client-provided intellectual property that may be included in the Deliverables (where applicable), all intellectual property rights in and to the Event, Deliverables and materials relating to them (including, without limitation, copyright, database rights, and rights in databases) will be owned exclusively by Economist Events (which, for purposes of this Agreement, includes its parent company, The Economist Newspaper Limited). Client will display the following disclaimer and copyright notices whenever any Deliverables (or any extract from it) are accessed or distributed:

- (i) copyright notice: "© [year of first publication] The Economist Intelligence Unit Ltd. All rights reserved."
- (ii) disclaimer: "Neither The Economist Intelligence Unit Ltd. nor its affiliates can accept any responsibility or liability for reliance by any person on this information."

## 6. Adjustments to Deliverables

6.1 Economist Events strives to provide high quality events that operate efficiently and treat sponsoring organisations as stakeholders in the event being sponsored. However, Economist Events does not provide any guarantee about the schedule of the Event, the speakers, the delegates or the number of delegates which may attend, the topics to be covered, the results arising from the Event or any other aspect of the Event, and Economist Events reserves the right to impose some conditions on the benefits offered to sponsoring organizations. Most conditions are seldom acted upon, but they are intended to ensure that the Event meets the Economist Events' high standards. Accordingly, notwithstanding anything else to contrary, Economist Events reserves the right:

- (i) to select all speakers and panellists for all sessions of the Event;
- (ii) to ensure the appropriate profile and seniority of delegates is maintained by discouraging or refusing entry to any person at their absolute discretion;
- (iii) to determine the programme for the Event, including (but not limited to) scheduling of speakers, sessions, meals and receptions;
- (iv) to determine the size and positioning of hospitality suites (or similar booths or areas) and exhibition stands;
- (v) to determine the size and positioning of the Client's name and logos on signage and other Event materials, and whether such logos appear in colour or black and white;
- (vi) to determine the position of any Client Advertisements (as defined below) and/or corporate profiles in the Event brochure or other Event materials;
- (vii) to use the Client's name instead of its logo in certain instances where space and design constraints prohibit the use of the logo;
- (viii) to determine the positioning of the Client's Advertisements at the Event and in Event materials;
- (ix) to change the name of the Event; and
- (x) to re-schedule the Event.

6.2 Changes or Cancellation:

- (i) Economist Events will not be held responsible for any loss or damage arising from any change in the Event or its programmes or the involvement of particular speakers or delegates, or from the cancellation of or any change to the date(s) or venue(s) for the Event, for whatever reason. No refunds will be made in respect of instalments paid prior to the Event once the Event has been held.
- (ii) In the event of cancellation of Client's sponsorship of the Event caused by a breach of the Agreement by Economist Events, Economist Events will refund any fees paid by Client relating to the Event.
- (iii) In the event of cancellation of Client's sponsorship of the Event caused by a breach of the Agreement by Client, no part of the fees paid by Client will be refundable.
- (iv) In the event of a cancellation of Client's sponsorship of the Event caused by events outside Economist Events' control, or in circumstances not explicitly dealt with in this clause 6.2 (Changes or Cancellation), no part of the fees paid by Client will be refundable. However, Economist Events will, in the case of such cancellation, grant Client the opportunity to apply the fees towards the sponsorship of another event hosted by Economist Events (on the same terms as set out in this Agreement).

## 7. Client Advertisements

Client is solely responsible for any liability arising out of the publication of any Client-provided advertisement or relating to any material to which users can link through any such advertisement ("Advertisement"). Client represents and warrants that any and all Advertisements and any links comply with all advertising standards, applicable laws and other regulations and do not contravene any third party's rights; that it holds the necessary rights to permit the publication and use of such Advertisements by Economist Events for the purpose of this Agreement; and that the use, reproduction, distribution or transmission of such Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity. Client agrees to indemnify Economist Events and hold it and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by Economist Events and/or any of its affiliates arising out of or related to a breach or any of these representations and warranties or otherwise incurred, directly or indirectly, as a result of the publication of any Advertisement. Publication of any Advertisement does not constitute acceptance by Economist Events that the Advertisement does conform to this clause and Economist Events has a continuing right to require the Client to change or modify any Advertisement to the extent it deems necessary to conform to such requirements. Economist Events reserves the right to withdraw any Advertisement from publication at any time without liability to the Client if it considers in its absolute discretion that such Advertisement or any material to which users can link through such Advertisement fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of The Economist Group. To the full extent permitted by law, Economist Events will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to any Advertisement or this Agreement or any error in any Advertisement or any failure of any Advertisement to appear from any cause whatsoever. Economist Events will not be liable for any error in any published Advertisement nor its failure to appear at a specified time or in any specific position or place. Client shall procure that: (i) no Advertisement will place or cause to be placed a cookie or any other tracking or monitoring code on any computer or device of a user of and Economist Group website on which it appears unless it obtains Economist Events', and that user's, explicit prior permission, and (ii) if applicable, that all Advertisements comply the EU Directive 2001/58 on Privacy and Electronic Communications as amended by Directive 2009/136. Economist Events reserves the right to withdraw any Advertisement from publication at any time without liability to Client if it considers, in its discretion, that such Advertisement or any material to which users can link through such Advertisement, fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of The Economist Group.

## 8. Miscellaneous

The parties acknowledge and agree that: (i) nothing in this Agreement will imply any partnership, agency or joint venture relationship between the parties; (ii) for the purposes of this Agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party; (iii) "Economist Intelligence Unit", "EIU", "The Economist" and "Economist Events" are registered trademarks of The

Economist Newspaper Limited, a parent company of Economist Events, and nothing in this Agreement will be deemed to vest in Client any rights in the trademarks of The Economist Newspaper Limited (or its affiliates) other than any licenses that may be granted herein (as/if applicable); (iv) the provisions of this Agreement in so far as they have not been performed will remain in full force and effect notwithstanding completion of the Project; (v) the term of this Agreement will be from execution thereof until completion of the Project and any obligations associated therewith; (vi) except as expressly set out in this Agreement, no other rights or privileges are offered or implied in connection with the Project; (vii) the parties will bear their own costs and expenses relating to the Project, except as expressly set out in this Agreement; (viii) neither time for payment nor delivery of the Project will be of the essence of the Agreement; (ix) nothing in this Agreement will prevent or restrict Economist Events (or its affiliates) from providing services to any third-party, including but not limited to services similar to those outlined in this Agreement; (x) each party will and will use all reasonable endeavours to procure that any necessary third-party will execute such documents and perform such acts or do such things as may reasonably be required for the purpose of giving full effect to this Agreement; (xi) this Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties (and any pre-printed forms or other terms provided by Client), with respect to the subject matter hereof; (xii) no modification of this Agreement will be effective unless set forth in a writing signed by both parties; (xiii) no waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion; (xiv) in the event of a conflict between this Agreement and any other terms, this Agreement will prevail (including, but not limited to any pre-printed forms or any purchase or insertion orders issued by Client after execution of this Agreement).