

Sponsorship Terms and Conditions

1. Sponsor: Individuals or organizations that financially support EBAA's activities at a conference, exhibition, seminar and/or working groups (Event) are defined as Sponsors.

1.1 EBAA shall accept or reject sponsorship applications without having to give reasons for its decisions within 14 days of receipt of application.

1.2 The Sponsorship shall be ratified through a Sponsorship Agreement, between the Sponsor and EBAA. This contract is legally binding and sets out the specificities of the Sponsorship.

1.3 The amount of the Sponsorship shall be defined in the Specific Details of the Sponsorship Agreement and shall not include taxes and any other costs which are not under EBAA's control. Once agreed, the Sponsorship amount may not be reduced without EBAA's written consent. This is because EBAA will commit to costs depending on the agreed amount. The sponsorship will only be confirmed upon receipt of the payment, and no refund will be made afterwards.

1.4 EBAA reserves the right to do any change in case of required modification of the floorplan. If for any reason, EBAA is unable to deliver any of the agreed Sponsorship Rights, EBAA will inform you as soon as reasonably practicable. EBAA may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsorship Rights without any liability to the Sponsor.

1.5 The Sponsorship Rights are personal to the Sponsor and we are not obliged to provide the Sponsorship Rights (or any part of them) to any other entity or person.

1.5 Unless specifically agreed in Specific Details of the Sponsorship Agreement, the Sponsor acknowledges and agrees that it shall be solely responsible for all costs incurred relating to the attendance to the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event).

1.6 The Sponsor shall promptly comply with all reasonable instructions and directions issued by or on behalf of EBAA in connection with the Event and its promotion (including without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). EBAA shall not be responsible for any failure or delay in providing any of the Sponsorship Rights where such a failure or delay occurs directly or indirectly as a result of the Sponsor's failure or delay in complying with any of our reasonable instructions or directions.

1.7 The Sponsor shall undertake that any Sponsor Materials will:

- comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
- comply with any instructions or directions issued by or on behalf of EBAA
- do not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and
- include any legal or good practice notices as required by EBAA from time to time.

1.8 The Sponsor and EBAA shall use all reasonable endeavours not to do and shall procure that none of their employees, agents or contractors shall do, or omit to do, anything which may:

- bring the Event or the other Party into disrepute;
- disparage the Event or the other Party;
- damage the goodwill of the Event; or
- be prejudicial to the image and/or reputation of the Event or the other Party.

1.9 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without EBAA's prior written permission.

1.10 Each Party warrants to the other Party that it will comply with all relevant laws and regulations relating to data protection and the promotion of the Event and will indemnify and keep indemnified and defend (at its own expense) the other Party against all costs, claims, damages or expenses incurred by the other party or for which EBAA may become liable due to any failure by it or its employees or agents to comply with any of its obligations under this Agreement or any applicable laws and regulations.

1.11 Payment

1.11.1 The Sponsorship amount is payable in advance of the date of the Event unless otherwise agreed in the Specific Details of the Agreement.

1.11.2 Upon agreement of the contract, EBAA shall send an invoice to the Sponsor, which shall be payable immediately. The sponsorship will only be confirmed upon receipt of the payment.

1.11.3 If the invoice is not paid within due date, the sponsorship will not be confirmed and EBAA may, without prior notice, raise interest at the rate of 1% per month on the outstanding amount and an administrative fee of EUR 100 per unpaid invoice. The interest and administration fee are levied without compromising EBAA's alternative recourse of action to recover any amount owing to it, which cost shall be borne by the Sponsor.

1.12 Term and Termination – This Agreement shall take effect on the date that the last Party signs the Agreement and shall continue until the completion of the Event, unless agreed otherwise in the Specific Details of the Sponsorship Agreement or unless terminated early in accordance with its terms.

1.12.1 Termination of this Agreement by either Party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

1.12.2 Upon termination of the Agreement by EBAA in accordance with Article 1.12, all outstanding sums owing to EBAA at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before the Sponsor has received its Sponsorship Rights, EBAA shall charge the Sponsor such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsorship Rights received by the Sponsor prior to the date of the termination.

1.12.3 Upon expiry or termination of this Agreement, the Parties agree that:

- EBAA's obligations to provide any further Sponsorship Rights shall cease;
- any licenses granted pursuant to this Agreement shall immediately cease; and
- the Sponsor shall destroy any Sponsorship Materials and remove the Event marks from any other materials in possession.

1.13 Liability - The Sponsor shall indemnify EBAA and hold it harmless from all losses or damages arising out of the negligence or breach of the Sponsorship Agreement caused by himself and his employees. To the maximum extent permitted by applicable law, the total liability of EBAA towards the Sponsor shall be limited to the price paid by the Sponsor to EBAA under the Sponsorship Agreement including in the event of serious breach.

1.13.1 Force Majeure - either Party shall be liable for any delay or failure to perform under this Collaboration Agreement if such delay or failure is due to causes beyond its reasonable control ("force majeure"), such as, but not limited to, fire, flood, strikes, labour disputes, war, blockades, riots, acts and/or threats of terrorism and the unavailability of means of transport, it being understood, however, that a delay or failure to perform following a delay or failure to perform by a third party, subcontractor or supplier of a Party shall not relieve that Party from liability for the delay or failure to perform unless the delay or failure by the third party, subcontractor or supplier is itself caused by force majeure.

1.18 Confidentiality - The Sponsor shall keep strictly confidential all information which is marked as such or which commercially valuable in nature or content (the "Confidential Information"). The Sponsor shall impose the same obligations on its employees and subcontractors. The Sponsor may disclose Confidential Information if required to do

so by law, court order, regulation or governmental authority provided (to the extent permissible by law) it has notified EBAA in advance and agreed the scope of the disclosure with EBAA.

1.19 Intellectual Property Rights (IPRs) – The Parties acknowledge as follows:

- all IPRs in the Sponsor Marks shall be solely and exclusively owned by the Sponsor, together with any goodwill therein, and EBAA shall not acquire any rights therein, including any developments or variations; and
- all IPRs in the Events Marks shall be solely and exclusively owned by EBAA, together with any goodwill therein, and the Sponsor shall not acquire any rights therein, including any developments or variations.

1.19.1 All IPRs in or arising out of or in connection with the Event (including but not limited to any rights accruing in the Event Marks) shall be owned by EBAA but always without prejudice to Article 1.19.

1.19.2 Both parties shall indemnify and keep the other party indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the other party's use of the indemnifying party's intellectual property rights in accordance with the Agreement infringes any intellectual property rights of any third party.

1.19.3 Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks or do anything which will or may affect any registration of the other party's marks.

1.19.4 The Sponsor agrees that it shall not use the Event Marks in any way that, in EBAA's reasonable opinion, connotes that the Parties are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that EBAA endorses any part of the Sponsor's business, trading name or style.

1.19.5 If during the Term, either party becomes aware of any threatened or actual unauthorized use or any misuse of the other's IPRs, then it shall promptly notify the same to the other in writing. The non-owner of the IPRs will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.

1.20 Transfer of Rights - The Sponsor shall not assign or transfer any of its rights under the Sponsorship Agreement, in whole or in part, to any third party without the prior written consent of EBAA.

2. General

2.1 The terms and conditions set out in this document shall prevail over any other terms and conditions that may be contradictory to these, which may be found on brochures, websites and other notices.

2.2 Applicable law and jurisdiction will be exclusively governed by Belgian law. The commercial courts of Brussels will have exclusive jurisdiction, without prejudice to EBAA's right to initiate proceedings under the laws and before the courts of the Sponsor's registered office in the event any sums are due by the Sponsor to EBAA.

2.3 Severability - If any provision of these Terms & Conditions is found by Belgian law to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these Terms & Conditions. It shall not affect the enforceability of the rest of the General terms & Conditions. Moreover, in such event, the Parties shall amend the invalid, illegal or unenforceable provision in such a way as to reflect, insofar as possible, the purpose of the invalid, illegal or unenforceable provision(s).

2.4 The above Articles refer to the terms and condition of the various commercial activities of EBAA, which constitutes the entire agreement between EBAA and its Sponsor with respect to the relevant subject matter, hereof, and supersedes and replaces all prior agreements and understanding, whether written or oral, with respect to the same subject matter still in force between the parties.