

SPONSORSHIP SALES CONTRACT

Bett Latin America Leadership Summit 2017 (the "Event")

Dates: 18/10/17 – 19/10/17

This is an agreement for the grant of certain sponsorship rights at the Event.

Ramin Rouhani, Bett Latin America Leadership Summit, Centro Banamex, Mexico City 2017 – Ascential Events Limited, The Studios, 2 Kingdom Street, London, W2 6JG, UK

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"SPONSORSHIP RIGHTS"

The following Sponsorship Rights will be granted to the Sponsor in relation to the Event:

- 9sqm Shell Scheme exhibition stand, complete with table, two chairs, power socket and lighting
- Up to 3 exhibition passes for your team (excl. catering)

"PLEASE TICK AS APPROPRIATE"

I seek a DIT grant, check my eligibility and confirm my contract if eligible

I do not seek a DIT grant, I am contracting immediately

"SPONSORSHIP FEE"

Qty	Unit Charge	Sponsorship Level	Net Charge
1	USD\$ 6,500	Exhibitor Package	USD\$ 6,500
TOTAL SPONSORSHIP FEE (EXCLUSIVE OF VAT)			USD\$ 6,500

Purchase Order:

"PAYMENT SCHEDULE"

Payment Description: <i>payment in installments</i>	%	Cumulative Amount (\$'s)
Full invoice – full amount payable pre show within a month of receiving invoice	100	USD\$ 6,500
Sponsorship Fee (total)		USD\$ 6,500

Please note that all payments must be paid immediately upon receipt of invoice.

PAYMENT METHODS

Customer Accounts dept: 0845 604 2895
Credit transfers to: National Westminster Bank, PO Box 12258, 1 Princes Street, London, EC2R 8PA
Sort code: 60-00-01
IBAN no: GB12NWBK60730142184703
Account no: 42184703
Swift code: NWBKGB2L

BILL-TO INFORMATION (if different)

ACCOUNT-TO INFORMATION

Sponsor Name:	Sponsor Name:
Sponsor Representative:	Sponsor Representative:
Job Title:	Job Title:
Address:	Address:
Postcode:	Postcode:
Country:	Country:
Tel No:	Tel No:
Email Address:	Email Address:
Web Address:	Web Address:

Signed on behalf of the Sponsor

I confirm that this Front Sheet together with the Terms and Conditions attached ("Terms and Conditions") constitute the entire agreement between us in respect of this sponsorship arrangement ("Agreement"). I have read and understood and am authorised to enter into this Agreement on behalf of the Sponsor.

Name:
(Block capitals please)

Signature:

Date:

Signed on behalf of Ascential Events Limited

Name:
(Block capitals please)

Signature:

Date:

Please note: this Front Sheet is not legally binding on Ascential Events Limited until it has been completed and signed on behalf of both Ascential Events Limited and the Sponsor. This Front Sheet is subject to the Terms and Conditions.

SPONSORSHIP AGREEMENT - TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1** The Event is organised and managed by Ascential Events Limited, a company registered in England and Wales with registration number 07925964 and registered office at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP, United Kingdom.
- 1.2** These terms and conditions and the Front Sheet to which they are attached (together the "**Agreement**") set out the terms on which you agree to sponsor the Event. Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Front Sheet, you agree to be bound by the terms of the Agreement.
- 1.3** References to "us", "we", "our", "you" and "your" shall be construed accordingly.

2. GRANT OF RIGHTS

2.1 We grant to you:

- 2.1.1** the Sponsorship Rights (as defined on the Front Sheet); and
- 2.1.2** a non-transferable, non-exclusive, royalty-free licence to use the Event logos and trade marks (the "**Event Marks**") provided to you in accordance with clause 3.3 solely to promote your sponsorship of the Event,

during the Term (as defined at clause 8.1) and in accordance with the terms and conditions of this Agreement.

2.2 You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trade marks (the "**Sponsor Marks**") provided to us in accordance with clause 3.3:

- 2.2.1** during the Term to promote and exploit the Event; and
- 2.2.2** for a period of six months following the Event in any report produced about the Event and in any promotional materials for similar events.

2.3 In the event that you change the Sponsor Marks at any time during the Term, you agree that we shall not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by us or on our behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

2.4 If for any reason, we are unable to deliver any of the Sponsorship Rights, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsorship Rights without any liability to you.

2.5 You acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at 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).

2.6 You shall promptly comply with all reasonable instructions and directions issued by or on behalf of us 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). We shall not be responsible for any failure or delay in providing any of the Sponsorship Rights where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.

3. YOUR OBLIGATIONS

- 3.1** You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event.
- 3.2** You undertake to exercise the Sponsorship Rights in accordance with the terms of this Agreement.
- 3.3** You shall, within seven days of signature of this Agreement by both parties, supply us with examples of the Sponsor Marks in a suitable format.
- 3.4** You shall, prior to distributing any promotional materials referencing the Event and/or using the Event Marks (the "Sponsor Materials") provide copies of the Sponsor Materials to us for our approval (not to be unreasonably withheld). You undertake that you shall not distribute any Sponsor Materials until you have received written confirmation from us that we approve the Sponsor Materials. You are solely responsible for meeting all costs relating to the Sponsor Materials, (including reprinting costs if our approval is not obtained prior to printing).
- 3.5** You undertake that any Sponsor Materials will:
- 3.5.1** comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
 - 3.5.2** comply with any instructions or directions issued by or on behalf of us;
 - 3.5.3** not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and
 - 3.5.4** include any legal or good practice notices as required by us from time to time.
- 3.6** The parties 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: (i) bring the Event or the other party into disrepute; (ii) disparage the Event or the other party; (iii) damage the goodwill of the Event; or (iv) be prejudicial to the image and/or reputation of the Event or the other party.
- 3.7** You shall not engage in joint promotions with any third party in relation to the Event without our prior written consent.
- 3.8** You agree that, unless otherwise permitted under this Agreement or agreed between us in writing: (i) the terms of this Agreement (including the Front Sheet); and (ii) all technical, financial and other information or data provided to you by or in respect of Ascential or the Event in connection with this Agreement (together the "Confidential Information"); shall be treated in the strictest confidence by you. Unless otherwise approved in writing by Ascential, you shall not share the Confidential Information with any other party. The restrictions set out in this clause 3.8 shall not apply to any Confidential Information that: (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by you; or (ii) is developed through your independent efforts without reference to the Confidential Information; or (iii) that you rightfully receive from a third party without restrictions as to its use.
- 3.9** Each party warrants to the other 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 we 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.

4. OUR OBLIGATIONS

4.1 In addition to the licence granted at clause 2.1, we shall provide the Sponsorship Rights and organise the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out on the Front Sheet) on aspects of the Event where we deem it appropriate to do so.

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

5. SPONSORSHIP FEE

5.1 In consideration of us providing the Sponsorship Rights, you shall pay to us the Sponsorship Fee (as set out on the Front Sheet) in accordance with the Payment Schedule (as set out on the Front Sheet).

5.2 If the Sponsorship Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsorship Rights. For the avoidance of doubt, you shall not be permitted entry to the Event unless full payment has been received by us.

5.3 The Sponsorship Fee is exclusive of any applicable VAT and bank charges (including without limitation any sender's fees for making international payments) which shall be paid by you at the rate from time to time in force.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The parties acknowledge as follows:

6.1.1 all intellectual property rights in the Sponsor Marks shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Sponsor Marks, including any developments or variations; and

6.1.2 all intellectual property rights in the Event Marks shall be solely and exclusively owned by us and you shall not acquire any rights in the Event Marks, including any developments or variations.

6.2 All intellectual property rights 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 us but always without prejudice to clause 6.1.1.

6.3 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.

6.4 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.

6.5 You agree that you shall not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style.

6.6 If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property rights, then it shall promptly notify the same to the other in writing. The non-owner of the intellectual property rights 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.

7. CANCELLATION, POSTPONEMENT & FORCE MAJEURE

- 7.1** We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement as a result of an event or series of connected events outside of our reasonable control and/or the reasonable control of our sub-contractors and/or suppliers as applicable (including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm).
- 7.2** It may be necessary for us to alter the advertised content, timing, date and/or location of the Event. We reserve the right to do this at any time during the Term and without liability to you, provided that the Event, as altered, is substantially similar to Event as originally advertised. We will provide you with notice of any alterations as soon as is reasonably practicable.
- 7.3** We reserve the right to cancel the Event at any time during the Term and will provide you with notice of the same as soon as is reasonably practicable.
- 7.4** In the event that we cancel the Event (pursuant to clause 7.3) or materially alter the advertised content, timing, date and/or location of the Event, you shall be entitled to either: (i) a credit for a future event held by us of your choice (up to the value of sums paid by you in respect of the Event); or (ii) terminate this Agreement with immediate effect and obtain a refund (calculated in good faith) of an amount that reflects the total sums paid by you at the date of cancellation minus the value of any Sponsorship Rights received by you prior to the date of cancellation. Any such refund shall be paid by us within 30 days of receipt of confirmation from you of your wish to terminate the Agreement.

8. TERM AND TERMINATION

- 8.1** This Agreement shall take effect on the date that the last party signs the Front Sheet and shall continue until the completion of the Event (the “**Term**”), unless terminated early in accordance with its terms.
- 8.2** Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:
- 8.2.1** has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
- 8.2.2** ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.
- 8.3** 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.
- 8.4** Upon termination of this Agreement by us in accordance with this clause 8, all outstanding sums owing to us at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before you have received all the Sponsorship Rights, we shall charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsorship Rights received by you prior to the date of termination.
- 8.5** Upon expiry or termination of this Agreement, the parties agree that:
- 8.5.1** our obligations to provide any further Sponsorship Rights shall cease;
- 8.5.2** any licences granted pursuant to this Agreement shall immediately cease; and

8.5.3 you shall destroy any Sponsor Materials and remove the Event Marks from any other materials in your possession.

9. ANTI BRIBERY AND ANTI CORRUPTION

9.1 You warrant that you shall:

9.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

9.1.2 comply with such of our anti-bribery and anti-corruption policies as are notified to it from time to time; and

9.1.3 report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Contract.

9.2 Breach of this clause 9 shall be deemed a material breach of this Contract.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 10.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with the Event, shall be limited to the Sponsorship Fee paid by you.

10.2 Subject to clause 10.4, we shall not be liable to you for: (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

10.3 You agree to indemnify us, our staff and affiliates and to hold us harmless to the fullest extent permitted by law, against all losses, costs, claims or expenses of any kind arising from any act or omission by you, your staff or affiliates in relation to the Event or the Event Marks.

10.4 Nothing in this Agreement shall limit or exclude a party's liability for:

10.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.4.2 fraud or fraudulent misrepresentation; or

10.4.3 any other liability which cannot be limited or excluded by applicable law.

11. GENERAL

11.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

11.2 You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

11.3 This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.

11.4 This Agreement and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.