

**SPONSOR CONFIRMATION****SPONSOR CONTACT DETAILS**

Company \_\_\_\_\_

Address \_\_\_\_\_

Postal Code/City \_\_\_\_\_

Country \_\_\_\_\_

General telephone \_\_\_\_\_ General fax \_\_\_\_\_

General e-mail \_\_\_\_\_ Website \_\_\_\_\_

Contact person  Dr  Mr  Mrs  Ms \_\_\_\_\_

Direct telephone \_\_\_\_\_ Direct fax \_\_\_\_\_

Direct e-mail \_\_\_\_\_

**INVOICE CONTACT DETAILS (if different)**

Company \_\_\_\_\_

Address \_\_\_\_\_

Postal Code/City \_\_\_\_\_

Country \_\_\_\_\_

Contact person  Dr  Mr  Mrs  Ms \_\_\_\_\_

Direct telephone \_\_\_\_\_ Direct fax \_\_\_\_\_

Direct e-mail \_\_\_\_\_

EU VAT Number: \_\_\_\_\_ *(Obligatory for European company)*Purchase Order Number \_\_\_\_\_ *(Please enclose a copy of your PO if applicable)***SPONSOR ITEM(S)**

\_\_\_\_\_ € \_\_\_\_\_

\_\_\_\_\_ € \_\_\_\_\_

**TOTAL (excl. VAT)** € \_\_\_\_\_

On receipt of the confirmation we will send you an invoice. The sponsoring benefits will be initiated after receipt of the full payment of the invoice.

On behalf of \_\_\_\_\_ (Company), I \_\_\_\_\_ (Name)

hereby authorise sponsoring as indicated and accept all terms and conditions mentioned overleaf

\_\_\_\_\_ (Authorised Signature), \_\_\_\_\_ (Date)

## EAGE TERMS AND CONDITIONS FOR SPONSORING

**1. APPLICABILITY**

- 1.1. These Terms and Conditions apply to all Sponsor Contract Forms and all (other) agreements, orders, offers and any other (juristic) acts between EAGE and Sponsor regarding Sponsoring in any form whatsoever.
- 1.2. The definitions used in the Sponsor Contract Form apply to the entire Agreement between EAGE and Sponsor, including - but not limited to - these Terms and Conditions.
- 1.3. Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in writing between EAGE and Sponsor and relate only to the Agreement specifically referred to.
- 1.4. In the event that one or more stipulations of the Agreement to which the Terms and Conditions apply deviate from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
- 1.5. The Terms and Conditions also apply to activities and (juristic) acts of third parties engaged by EAGE for the purpose of the Agreement.

**2. SUBJECT AND TERM OF THE AGREEMENT**

- 2.1. The Agreement shall remain into force until the end of the Event or the term mentioned in the Sponsor Contract Form. All clauses of the Agreement and of these Terms and Conditions, that are intended to survive the expiration and/or termination of the Agreement, by nature or because such has expressly been provided for in the Agreement, shall survive such expiration and/or termination. These provisions include, but are not limited to, provisions regarding Intellectual Property Rights, warranty exclusions, indemnity and limitations of liability and applicable law.
- 2.2. All payment obligations of Sponsor regarding the Agreement will remain in force after expiration and/or termination of the Agreement.
- 2.3. At the first request of EAGE, Sponsor shall provide all specifications required to execute the Sponsoring during the Event and all information required for proper invoicing, such as the company information of Sponsor (name of the company and legal form, address and contact details).
- 2.4. EAGE shall, to the best of its abilities, try to meet the specifications of Sponsor, such as the preferred use of the Sponsor Materials during the Event as much as reasonably and technically possible, but cannot guarantee compliance with said specifications.
- 2.5. If Sponsor requests a change in the specifications after the Agreement has been established, EAGE shall be entitled to charge reasonable additional costs.
- 2.6. Amendments or supplements to the Agreement are only binding if confirmed in writing by EAGE.
- 2.7. EAGE reserves the right to determine the eligibility of any sponsor. EAGE reserves sole control over admission policies. These Terms and Conditions are established for the mutual protection of EAGE and the sponsors. EAGE reserves the right to make such changes in the time schedule or in the general plan of the Event as may be deemed by EAGE to be in the best interests of sponsors and the Event generally.

**3. OTHER SPONSORS**

- 3.1. Sponsor acknowledges and accepts that EAGE may commit to other sponsor obligations for the same Event. The Sponsor cannot claim any exclusivity whatsoever regarding the Sponsoring during the Event.

**4. DELIVERY OF SPONSOR MATERIALS**

- 4.1. Sponsor shall prepare and deliver the Sponsor Materials at Sponsor's cost and expense.
- 4.2. In case of digital Sponsor Materials, Sponsor shall provide digital files free of viruses, Trojans or other possibly damaging code.
- 4.3. Deadlines mentioned in general information/brochures of EAGE are to be interpreted as guidelines and may change due to changes in Event schedules. Deadlines confirmed by EAGE in writing in connection with the Agreement are leading. Sponsor is responsible for delivering error-free Sponsor Materials within the last-mentioned deadlines.
- 4.4. If Sponsor fails to deliver Sponsor Materials within the last-mentioned deadlines or the Sponsor Materials is/are incomplete, is/are unsuitable for use during the Event, EAGE has the right to claim the agreed price and Sponsor has no right to (re)claim any costs or expenses or a refund.

**5. WARRANTIES AND INDEMNITIES**

- 5.1. Sponsor undertakes and warrants that nothing prohibits the use of the Sponsor Materials. More specifically, the Sponsor undertakes and warrants that:
  - (a) Sponsor and Sponsor Materials comply with all relevant national and international laws and regulations;
  - (b) Sponsor either owns, or is entitled to the use, all (the intellectual property) rights pertaining to the Sponsor Materials and all related materials (including, without limitation, information, documents,

- files, texts, (trade, company and personal) names, figures, images, photographs, drawings, portraits and all other (graphic) materials) which are being used in relation to the (use and/or promotion of the) Sponsor Materials;
- (c) no rights of third parties, including but not limited to intellectual property rights, are being infringed and the Sponsor Materials are not defamatory or obscene;
- 5.2. Sponsor shall fully indemnify EAGE and hold EAGE harmless for any damages (direct or indirect) of EAGE in case of any non-compliance with the warranties mentioned in clause 5.1.
- 5.3. EAGE shall have no obligation to verify the contents and legality of the Sponsor Materials or any other materials supplied by Sponsor or if publication thereof may cause damage to (third) parties. Any approval or similar notice from EAGE regarding the Sponsor or any materials supplied by Sponsor shall not be construed as an approval of the contents or confirmation of the legality.

**6. PRICES, INVOICING AND PAYMENT**

- 6.1. Sponsoring fees are in the currency mentioned in the Sponsor Contract Form, exclusive of VAT or similar taxes which will be applied on the invoice as and when applicable and other relevant taxes, and in accordance with EAGE's current price list valid on the day the Agreement is signed, unless EAGE and Sponsor agree otherwise in writing.
- 6.2. All taxes, including VAT and similar taxes, are borne by Sponsor.
- 6.3. Payments must be made within thirty (30) days after the invoice date. Discounts, setting off, suspension and debt compensation by Sponsor is not permitted. For payments by credit card a five percent (5%) surcharge is applicable.
- 6.4. Sponsor is (automatically) in default merely because of the expiry of the payment period, without any demand, notice of default or judicial intervention being necessary. EAGE shall be owed default statutory commercial interest on the outstanding amount for each day that Sponsor is in default, without prejudice to EAGE's rights to demand immediate payment of the entire outstanding amount, and without prejudice to EAGE's other rights in such situation. In case of default, Sponsor is liable for the payment of EAGE's actual collection costs (including all legal fees and court fees) and reminder fees.
- 6.5. In case of default as mentioned in clause 6.4 and notwithstanding the payment obligation of Sponsor, EAGE, without any liability towards the Sponsor, retains the right to suspend or cease and not to proceed with the Sponsoring.
- 6.6. In case the Sponsor requires a purchase order number on the invoice, the purchase order number must be received by EAGE at the latest one month after signing of the Agreement. In the event of the failure of the sponsor to provide a purchase order number in time, the absence thereof on an invoice or related documentation shall not constitute in any way a reason to delay or postpone payment. Any such omission shall not affect EAGE's rights under the Agreement.

**7. PRIORITY POINTS**

- 7.1. For every € 1,000 (one thousand euros) Sponsor has paid for Sponsoring with EAGE and/or its affiliated companies, 1 (one) priority point is issued, unless otherwise agreed in writing. EAGE's Priority Points System is set out in a separate document which will be made available to Sponsor upon request. Priority points may be used by EAGE to determine the order of sponsor activities.

**8. REFUSAL, CANCELLATION, CHANGES AND TERMINATION**

- 8.1. EAGE reserves the right to refuse or withdraw orders for Sponsoring and/or (the use and/or promotion of) Sponsor Materials or any materials delivered by Sponsor without any liability towards Sponsor, if EAGE believes this may cause EAGE or Sponsor to be liable to any (third) party due to the contents, or is not consistent with applicable law, or is otherwise inadmissible for EAGE. EAGE shall inform Sponsor of such refusal or withdrawal in writing.
- 8.2. Cancellation of the Sponsoring may only be requested by Sponsor in writing, and under the following cancellation terms:
  - (a) Sponsor pays a fee of fifty percent (50%) of the agreed price of the Sponsoring in case of a cancellation received by EAGE before or on the Cancellation Date;
  - (b) Sponsor pays a fee of one hundred percent (100%) of the price of the Sponsoring concerned in case of a cancellation received by EAGE after the Cancellation Date.
- 8.3. EAGE is entitled to terminate any Agreement or cancel any order for Sponsoring, without further notice of default and with immediate effect, without any liability towards Sponsor, if circumstances occur whereby EAGE can reasonably expect that Sponsor will not be able to fulfil its contractual and/or financial obligations, such as - without limitation - in the events that: a suspension of payments is granted vis-à-vis Sponsor, Sponsor loses the power to freely dispose of (a substantial part of) its assets, Sponsor is (to be) declared bankrupt, Sponsor takes steps to cease (an important part of) its business and/

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- or Sponsor acts in contradiction with the law or the Agreement, even after a reasonable term has been given to comply with its obligations.
- 8.4. EAGE is entitled to make changes to the planning, format and way of execution of the Event and/or other Sponsoring possibilities. Any such changes do not impact the rights and obligations of the Sponsor under this Agreement. In case such changes prevent the agreed Sponsoring to be provided as intended, EAGE shall, after consultation with Sponsor, provide Sponsoring with a similar exposure value in which case Sponsor is not entitled to any refund.

**9. CONFIDENTIALITY & PRIVACY**

- 9.1. Each of the parties (a "Receiving Party") shall keep in strict confidence the (commercial) terms of the Sponsor Contract Form, and all other information of a confidential and/or business-sensitive nature of the other party (a "Disclosing Party"), and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. A Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. A Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees, personnel, subcontractors and representatives to maintain the confidentiality thereof. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required to be disclosed pursuant to a statutory provision or a duly given order by a public body.
- 9.2. Parties shall see to it that the confidentiality obligations as intended here are complied with by its staff, agents and agencies.
- 9.3. If Sponsor processes personal data of attendees to the event (for instance: attendees leave their contact details in order to receive additional information from sponsor), Sponsor is obliged to act in compliance with the GDPR or – if the GDPR does not apply – applicable local privacy laws. Sponsor will – even if the GDPR is not applicable – make sure that at least the following measures are taken:
- Sponsor will inform data subjects about the processing of their personal data by Sponsor and their rights under the applicable privacy laws (this may be done by referring data subjects to an online privacy policy if this contains sufficient information);
  - Will not sell or distribute personal data of attendees to third parties;
  - Will take the precautions necessary to prevent personal data being compromised by third parties;
  - Will delete personal data of attendees in a timely manner.

**10. LIABILITY**

- 10.1. Sponsor must notify EAGE in writing of any claims it may have concerning the Sponsoring and/or Sponsor Materials within thirty (30) days of the Event – in the absence of which any right on Sponsor's part to claim damages from EAGE shall lapse. EAGE accepts no liability for the repetition of an error in Sponsor Materials, unless EAGE is notified in writing immediately when the error first occurs.
- 10.2. To the fullest extent permitted by law, under no circumstances shall EAGE be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike, even if parties have been advised of the possibility of such damages.
- 10.3. EAGE's total liability to Sponsor, including liability arising out of an Agreement, negligence or tort, or warranty, shall not exceed the amounts actually paid by Sponsor under an Agreement. If and in so far as EAGE's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whatsoever, and this results in EAGE being liable for any loss on Sponsor's side (which is deemed to include any indirect loss), EAGE's total liability shall be confined to the amount as paid out by the liability insurance of EAGE in the case concerned, and in case such damages are not insured or paid by the insurance company the total liability from EAGE towards Sponsor shall be confined to an amount of ten thousand euros (€ 10.000,-).
- 10.4. The limitation of liability as set out in this article shall not apply in case of damages caused by intent or conscious recklessness on the part of EAGE.

**11. FORCE MAJEURE**

- 11.1. Should any circumstances arise which prevent EAGE from organizing the Event as scheduled, EAGE may terminate the Agreement without the obligation for EAGE to refund any amounts already paid. The following circumstances may for instance occur: the premises where the Event is to be accommodated are destroyed or damaged, the Exhibition/Event fails to take place as scheduled, or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered, by reason of any strike, lockout, injunction, act of war, act of God – such as extreme weather, flooding and/or local, regional or worldwide epidemics/pandemics), emergency declared by any government agency (including health emergencies such as pandemics), or for any other reason beyond the reasonable control of EAGE. In the event of such termination, EAGE shall not be liable for any and all damages and claims for damages, without prejudice to the cancellation policy as set out in article 8. In any case the liability of EAGE shall be explicitly limited to the amounts paid by sponsor to EAGE under this agreement.
- 11.2. Should any circumstance arise which prevent parties from full or partial fulfilment of any of their respective obligations under the Agreement, such as: a non-attributable failure of third parties or suppliers engaged, temporary unavailability or inadequate availability of hardware, software and/or internet or other telecommunication connections required, strikes, war, military operations of any character or any circumstances beyond the reasonable control of parties, EAGE shall - in case such changes prevent the agreed Sponsoring to be provided as intended - after consultation with Sponsor, provide Sponsor with a similar exposure value.

**12. MISCELLANEOUS**

- 12.1. Possible deviations to the Agreement made by EAGE towards Sponsor shall be limited to the specific case concerned and shall have no influence on the rights that EAGE may invoke in other situations.
- 12.2. If any stipulation of the Agreement and/or these Terms and Conditions is invalid, the remaining stipulations of the Agreement and/or these Terms and Conditions shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.
- 11.2. Sponsor is not entitled to transfer its rights and obligations arising from the Agreement or these Terms and Conditions to a third party without the prior consent in writing of EAGE. EAGE may, without Sponsor's consent, assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this clause, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns.

**13. APPLICABLE LAW AND COMPETENT COURT**

- 13.1. The Agreement, these Terms and Conditions and any rules and regulations applicable between EAGE and Participant are solely governed by and construed in accordance with United Arab Emirates law. All documents issued by or on behalf of Participant and/or its employer (including agreements and general terms and conditions) are held inapplicable.
- 13.2. The applicability of the 'United Nations Convention on Contracts for the International Sales of Goods (the 'Vienna Convention') is excluded.
- 13.3. Disputes between the parties resulting from or otherwise connected to the Agreement and/or these Terms and Conditions, including but not limited to disputes that are only deemed to be such by one of the parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the parties can solely be brought before the competent court in Dubai, United Arab Emirates unless EAGE decides to initiate legal proceedings against the Participant before the competent court in the country of Participant.
- 13.4. As of 1st January 2018 any products or services provided by EAGE Middle East FZ-LLC within the UAE includes 5% VAT in compliance with the provisions of the VAT Law - Federal Decree Law No. 08 2017 and its Regulations.