

**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)



SPONSOR TERMS & CONDITIONS

1. TERMS

EAGE – is EAGE Events BV, a limited liability company under Dutch law and the contracting party in this agreement, and as the case may be in this contract, any of its designated employees.

EVENT – is any conference, workshop, field trip or exhibition organized by EAGE.

SPONSOR CONTRACT – the agreement between EAGE and the Sponsor, to which these Terms and Conditions are annexed.

SPONSOR – is the contracted party, as mentioned in the Sponsor Contract.

2. ENTIRE AGREEMENT

This Sponsor Contract constitutes the entire and only agreement between the Parties, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to this Sponsorship, and the subject matter of this Sponsor Contract. To the extent that anything in or associated with the Sponsorship is in conflict or inconsistent with the Sponsor Contract, the Sponsor Contract shall take precedence. Amendments to the Sponsor Contract shall only be valid when made in writing and signed by both Parties.

3. SPONSORSHIP BENEFITS

During the Term of sponsorship, Sponsor shall be entitled to the benefits as described in the Exhibition & Sponsor Guide or Sponsoring Opportunities which can be found on www.eage.org.

4. PAYMENT

- Payments must be made in Euros, according to the instructions stated on the invoice;
- For credit card payments, a 5% surcharge is applicable;
- On all invoices, VAT will be applicable at the rate of the country where the event takes place.
- When a sponsor requires a Purchase Order number on the invoice, the Purchase Order number must be indicated on the Sponsor Contract.
- In the event of the failure of the sponsor to provide a Purchase Order number on 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 this contract. The sponsor's purchase conditions shall not be applicable to this Contract.
- Sponsor shall, at its own expense, have the right to audit the relevant books and accounts of EAGE in relation to the performance of the agreement.

5. CANCELLATION

Upon providing written notice, a sponsor may cancel, subject to the following conditions and restrictions:

- Cancellations received 3 months prior to the Event: the cancellation penalty fee shall be 50% of the total Sponsor Contract;
- Cancellations received after 3 months prior to the Event: the cancellation penalty fee shall be 100% of the total Sponsor Contract;
- Cancellations must be in writing and received by EAGE before the stated deadline(s);

6. TERMINATION OF THE EVENT

If the premises where the Event is to be accommodated are destroyed or damaged, or the 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, emergency declared by any government agency or for any other reason beyond the control of EAGE, this contract may be terminated by EAGE without the obligation to the sponsor to repay any amounts paid to EAGE. In the event of such termination, the sponsor waives any and all damages and claims for damages. In any case the liability of EAGE shall be to explicitly limited to the amounts paid by sponsor to EAGE under this agreement.

7. ASSIGNMENT

EAGE may, without Sponsor's consent, assign this Agreement, including all rights and obligations hereunder, at any time of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this Section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns.

8. LIABILITY

In no event shall EAGE be liable to the Sponsor for any direct, indirect, incidental, special, consequential or punitive damages, or any damages whatsoever, resulting from the execution or non-execution of this agreement.

9. PRIORITY POINTS

For every € 1.000 spend on sponsoring, the sponsor will receive 1 point. Priority points are the property of EAGE and not the property of any sponsoring company; they are rather simply used to determine the order of space selection. Priority points cannot be transferred, sold or assigned.

10. GENERAL

EAGE reserves the right to determine the eligibility of any sponsor. EAGE reserves sole control over admission policies. These Rules and Regulations 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. All matters and questions not covered by these Rules and Regulations are at the discretion of EAGE.

11. APPLICABLE LAW

Any dispute with regard to the conclusion, interpretation or implementation of this agreement or further agreements originating from the same as well as any other dispute related to or in connection with this agreement, either legal or factual, none excluded, shall be settled by the competent court in Utrecht (the Netherlands).

Dutch law is exclusively applicable to this agreement and further agreements originating from the same.

12. ANTI-CORRUPTION UNDERTAKINGS, CODE OF CONDUCT AND HUMAN RIGHTS

12.1 Anti-Corruption Undertakings: SPONSOR has a zero-tolerance policy towards bribery and corruption. This zero tolerance policy extends to all companies and individuals who provide goods or services to SPONSOR GROUP. EAGE warrants that, in connection with this CONTRACT, EAGE GROUP (i) has complied and will comply with all anti-bribery and corruption, anti-money laundering laws, rules, and regulations (including, but not limited to, Bribery Act 2010 of the United Kingdom, Foreign TERMS & CONDITIONS

Corrupt Practices Act 1977 of the United States of America, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) applicable to EAGE GROUP or SPONSOR GROUP, and (ii) will not, directly or indirectly, make or allow FACILITATION PAYMENTS, and (iii) will not, offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation").

12.1.1 EAGE agrees it shall on an on-going basis, and subject to any applicable data privacy law and the attorney-client or work product privileges, unless expressly prohibited by law:

- immediately disclose in writing to SPONSOR details of any potential breach or alleged breach of the Anti-Corruption Obligation; and
- on reasonable request, use best endeavours to co-operate with SPONSOR to ensure and monitor compliance with the Anti-Corruption Obligation, which shall include promptly responding in reasonable detail to any notice from SPONSOR reasonably connected to the Anti-Corruption Obligation and making any relevant books, records, or personnel relating to this CONTRACT and EAGE'S compliance with the Anti-Corruption Obligation available for review by SPONSOR.
- EAGE shall also provide SPONSOR with such further assurances or certificates that SPONSOR may request from time to time during the term of the CONTRACT relating to matters covered by this Clause 15.1, and EAGE shall if requested certify to SPONSOR in writing its compliance with this Clause 15.1.

12.1.2 EAGE shall throughout the term of this CONTRACT:

- Institute and maintain policies and procedures which are reasonably expected to ensure compliance with all applicable laws and the Anti-Corruption Obligation, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls;
- maintain at its normal place of business, throughout the term of this CONTRACT and for at least six (6) years following its expiration or termination, detailed books, records and accounts which accurately and fairly reflect all transactions and payments made by EAGE in connection with this CONTRACT;
- make clear, in its dealings connected to this CONTRACT, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and
- on reasonable notice, and subject to any applicable data privacy law, legal privilege, or express legal prohibition, permit SPONSOR or its duly appointed THIRD PARTY representatives to access, review, inspect and make copies of EAGE and its AFFILIATES' books, records and accounts in order to audit EAGE and its AFFILIATES' compliance with the Anti-Corruption Obligation. The rights set out in this Clause 15.1.2 will be exercised in accordance with all applicable competition laws.

12.1.3 EAGE represents, warrants, and covenants that except as otherwise disclosed in writing to SPONSOR, as of the effective date of the CONTRACT and during the term of this CONTRACT:

- none of its directors, officers, employees, EAGEs or other service providers in connection with this CONTRACT is a PUBLIC OFFICIAL; and
- no PUBLIC OFFICIAL will have a direct or indirect interest in the CONTRACT or have any legal or beneficial interest in any payments made by SPONSOR under this CONTRACT; and
- it shall promptly notify SPONSOR in writing of any change in the foregoing.

12.1.4 EAGE represents and warrants that except as otherwise disclosed in writing to SPONSOR, neither it nor its personnel, directors, officers, or key employees in connection with this CONTRACT have in the last six (6) years:

- been convicted of any offense involving bribery, corruption or money laundering; or
- been or are the subject of a

DIGITAL SECURITY:

CONTRACTOR shall protect COMPANY'S data at all times and shall implement relevant industry best practice information security protections and controls. CONTRACTOR shall immediately notify COMPANY of any unauthorised or unlawful access to, processing, destruction, damage or disclosure of, or accidental loss of, COMPANY'S data. If an incident referred to in this Clause occurs, CONTRACTOR shall provide all necessary assistance as requested by COMPANY with notifications that may be required under applicable law.