

## 1. Definitions

1.1. The definitions and rules of interpretation in this condition apply in the Contract:

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Business Day:** a day other than a Saturday, Sunday or a public holiday in England and Wales.

**Charges:** the Sponsorship Fee and any additional costs set out in the Order.

**Confidential information:** all confidential or proprietary information (however recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, by you to us or us to you.

**Contract:** a contract between you and us in relation to sponsorship of the Event incorporating the and these Terms and Conditions under condition 2.

**Data Controller, Data Processor, Data Subject, Personal Data and Supervisory Authority** shall have the respective meanings under the Data Protection Legislation.

**Data Protection Legislation:** (i) the Data Protection Act 2018 and unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

**Event:** the event(s) to be organised by us as set out in the invoice, which may be a physical event or webinar.

**Event Marks:** the designation used singularly or collectively in association with the Event.

**Force Majeure Incident:** any incident or event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, performer's property rights, rights in computer software, database right, topography rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order or Order Form:** the order form summarising the Event(s) for which you will provide sponsorship, the Sponsorship Fee and any other agreed principal terms.

**Organiser's Marks:** the trade marks, brands and logos associated with the Event and if applicable associated publication to be used for all promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Organiser that are to be used in connection with the Event.

**Payment Schedule:** the payment schedule summarised in the Order.

**Sponsor's Marks:** your proprietary marks and logos details of which are supplied to us together with any of your accompanying artwork, design, slogan, text and other collateral marketing signs.

**Sponsorship Fee:** the sums set out in the Order.

**Sponsorship Rights:** the bundle of rights associated with the Event granted to you as set out in the Order.

**Start Date:** the date specified on the Order.

**Supplemental Payment Schedule:** a schedule detailing the costs and dates for payment for any Additional Services we agree to provide.

**Term:** the period as set out in condition 3.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2. A reference to "we", "us", "our", "Professional Paraplanner" is to Research in Finance Limited (company number 8441324) with a registered office at 80 Coleman Street, London, EC2R 5BJ, England or an Affiliate as identified in the Order. A reference to "you", "your" is a reference to the customer or another entity identified in the Order.

1.3. Condition headings shall not affect the interpretation of the Contract.

1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## **2. Conditions and Order**

2.1. These conditions shall: (i) apply to and be incorporated in the Contract; and (ii) prevail over any inconsistent terms or conditions contained in, or referred to in, the Order or specification, or implied by law, trade custom, practice or course of dealing.

2.2. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on us unless in writing and signed by our duly authorised representative.

2.3. By signing and returning the Order where indicated, or by writing to us by fax, post or e-mail, the Client confirms its acceptance of the terms and conditions contained herein.

2.4. Your standard terms and conditions (if any) attached to, enclosed with or referred to in the Order or sent under separate cover shall not govern the Contract.

2.5. To the extent there is any conflict between the Order and these conditions, the Order conditions shall take precedence.

## **3. Term**

3.1. The Contract will take effect on and from the Start Date and shall continue for a period expiring 1 (one) calendar month after the Event.

## **4. Grant of rights and reservations**

4.1. We grant and you accept (a) the Sponsorship Rights and (b) a licence to use the Event Marks during the Term, and in accordance with the terms and conditions set out in the Contract.

4.2. All rights not expressly granted to you under the Contract are reserved to us. You acknowledge and agree that we are the owner or controller of the Sponsorship Rights and of all rights in the Event Marks.

4.3. You grant and we accept a worldwide, non-exclusive, royalty free, sub-licensable licence to use the Sponsor's Marks:

4.3.1. during the Term for the delivery of the Sponsorship Rights; and

4.3.2. in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including on a website or mobile-device application).

## **5. Our Rights and obligations**

5.1. We will procure the organisation and staging of the Event at our sole cost and expense in accordance with the terms of the Contract.

5.2. We use our reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to you.

5.3. We confirm that, whenever possible, we will ensure that the Sponsor's Marks will be on display at the Event venue and that the Sponsor's Marks are incorporated into all promotional, advertising and publicity material in accordance with the Contract.

## **6. Your Rights and Obligations**

6.1. You undertake to us:

6.1.1. to submit to us for our prior written approval, not to be unreasonably withheld or delayed, pre-production samples of any advertising, promotional or other material or press release which associates you with the Event, or which incorporates the Event Marks, before their distribution, production or sale;

6.1.2. to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks shall comply in all respects with the samples approved in accordance with condition 6.1.1 and to immediately withdraw them at your sole cost from circulation at our written request if they do not;

6.1.3. to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks will be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force;

6.1.4. to provide to us, at your sole cost and expense, all suitable materials including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by us for them to be reproduced under our control for the fulfilment of the Sponsorship Rights;

6.1.5. not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trademark for any goods or services;

6.1.6. not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under the Contract;

6.1.7. not do or permit anything to be done which might adversely affect, or diminish the value of, any of the Sponsorship Rights;

6.1.8. to use all reasonable endeavours to assist us in protecting the Event Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Event Marks or our title to the Event Marks or to the image of the Event, us or the Event venue;

6.1.9. to notify us of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless we request you to;

6.1.10. to notify us of the identity of your nominated speaker and up to 2 support staff at the Event and the title of such speaker's presentation as soon as reasonably practicable and, in any event, not later than 2 weeks before the scheduled date of the Event.

6.2. You have no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without our prior written consent.

6.3. You will not engage in joint promotions with any third party in relation to the Event without our prior written consent.

## **7. Charges and Payment Terms**

7.1. In consideration of the Sponsorship Rights granted to you, you will pay us the Sponsorship Fee, payable in full 8 weeks prior to the first Event. Where a booking is placed less than 8 weeks prior payment terms will be agreed and detailed in the Order.

7.2. You must pay to us all Charges in full within 30 days of the date on the invoice.

7.3. All amounts payable to us under the Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be your sole responsibility.

7.4. You may not make any deductions from, nor set-off any sums in relation to the Charges. We may set off any sums we owe you against any sums you owe us.

7.5. You must pay VAT and/or any other applicable sales tax.

7.6. We are entitled to charge you interest on any payment which is not received by us when due. This will be calculated on a daily basis at the 3% rate per annum above the prevailing base rate of our bankers from the date upon which payment was due until the date of payment.

7.7. We reserve the right not to provide any element of the Event and to suspend the Sponsorship Rights until you have paid us sufficient funds to meet such expenses and we will not be liable for any matters arising out of any delay by you in payment.

## **8. Warranties**

8.1. Each party warrants to the other that:

8.1.1. it has full authority to enter into the Contract and is not bound by any agreement with any third party that adversely affects the Contract; and

8.1.2. it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under the Contract.

8.1.3. neither the execution nor performance of the Contract gives rise to a breach of any other agreement to which you/we respectively are a party.

8.2. We warrant to you that:

8.2.1. we own or control the Event and the Event Marks and that your use of the Event Marks and your exercise of the Sponsorship Rights in accordance with the provisions of the Contract will not infringe the rights of any third party;

8.2.2. no promotions or advertising for the Event will be offensive, obscene or derogatory in nature or defamatory of any third party;

8.2.3. we will ensure that use of the Event Marks in accordance with the provisions of the Contract and in the exercise of the Sponsorship Rights will not infringe any sponsorship or advertising rules, statutes and codes in force in relation to the Event.

8.3. You warrant that:

8.3.1. you own or are solely entitled to use the Sponsor's Marks and any other material supplied to us in relation to the Contract and we will be entitled to see evidence to this effect on request;

8.3.2. our use of the Sponsor's Marks in accordance with condition 8.2 will not infringe the rights of any third party;

8.3.3. you will procure the manufacture, packaging, distribution, advertising and sale of all materials incorporating the Event Marks in compliance with all laws, regulations, by-laws, safety standards and ethical norms relating to their manufacture, promotion, distribution and sale, including, without limitation, the highest standards of business ethics prevailing in the industry.

8.4. Save as set out in this condition 8, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## **9. Intellectual Property Rights**

9.1. You and we acknowledge as follows:

9.1.1. all rights in the Sponsor's Marks, including any goodwill associated with them, shall be your sole and exclusive property, and we will not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;

9.1.2. all rights in the Organiser's Marks, including any goodwill associated with them, shall be our sole and exclusive property and you will not acquire any rights in the Organiser's Marks, including any developments or variations of them;

9.2. All Intellectual Property Rights in and to any materials produced for the Event, excluding the Sponsor's Marks, shall remain, or be assigned to become, our sole and exclusive property.

## **10. IPR Indemnities**

10.1. You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that our use of the Sponsor's Marks in accordance with the Contract infringes any Intellectual Property Rights or moral rights of any third party.

10.2. We will indemnify and keep indemnified you from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that your use of the Event Marks in accordance with the Contract infringes any Intellectual Property Rights or moral rights of any third party.

10.3. The party seeking to rely on an indemnity at condition 10.1 and condition 10.2 ("Indemnified Party") will:

10.3.1. promptly and fully notify the other party ("Indemnifying Party") of any third-party claim in respect of which it wishes to rely on the indemnity ("IPR Claim");

10.3.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld;

10.3.3. provide the Indemnifying Party with any reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

10.3.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute.

## **11. Termination by you or us**

11.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

11.1.2. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

11.1.3. an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party;

11.1.4. the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

11.1.5. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.1.3 to 11.1.4 inclusive.

11.2. Without limiting our other rights or remedies, we may suspend the Event and/or terminate the Contract if you become subject to any of the events listed in conditions 11.1.3 to 11.1.4, or we reasonably believe that you are about to become subject to any of them.

11.3. If we cancel or make a significant change to the Event which is due to a Force Majeure Incident we will not be liable to offer you any compensation or be liable for any losses or damages.

11.4. You may cancel the Contract 12 weeks prior to the first event date detailed in the Order without penalty, if cancelled prior to the inclusion of your company's name or logo onto marketing collateral or other hard copy or electronic literature relating to the Event. Following the inclusion of your company name or logo onto marketing collateral or other hard copy or electronic literature relating to the Event, whichever is earlier, you will be liable for 50% of the Sponsorship Fee and any other Charges reasonably incurred up to 6 weeks prior to the first event and 100% of the Sponsorship Fee and any other Charges reasonably incurred up thereafter.

## **12. Consequences of Termination**

12.1. Following termination of the Contract for whatever reason:

12.1.1. you must immediately pay any sums due to us;

12.1.2. we will each return to the other (or, at the other's request, destroy) all materials and confidential information belonging to the other that the other had supplied in connection with the Contract;

12.1.3. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect including, without limitation, conditions 7 (Charges and Payment Terms), 9 (Intellectual Property Rights), 10 (IPR Indemnities), 12 (Consequences of Termination), 14 (Confidentiality), 15 (Data protection), 17 (Limitation of Liability) and 18 (Miscellaneous).

12.1.4. the Sponsorship Rights granted by us to you under the Contract will immediately terminate and revert to us and you will not exercise the Sponsorship Rights or use or exploit (directly or indirectly) your previous connection with us or the Event;

12.2. Where we terminate pursuant to condition 11.1 or 11.2, we will not refund you the Charges.

12.3. Expiry or termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

## **13. Force majeure**

13.1. Any party that is subject to a Force Majeure Incident shall not be in breach of the Contract and shall be excused from performance under the Contract while and to the extent they are unable to perform due to any Force Majeure Incident.

13.2. If the circumstance of a Force Majeure Incident continues for a period of three months or longer, the party not affected by the Force Majeure Incident shall have the right to terminate the Contract upon written notice to the other. Excuse from performance does not extend the Term of the Contract. This termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring before termination.

## **14. Confidentiality**

14.1. You and we each undertake not to at any time during the Contract, and for a period of five years after expiry or termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other or of any member of the group of companies to which the other party belongs, except as permitted by condition 14.2.

14.2. You/we may disclose the other's confidential information:

14.2.1. to your/our employees, officers, representatives or advisers who need to know such information for the purposes of exercising your/our rights or carrying out your/our obligations under or in connection with the Contract. You/we shall ensure that you/our employees, officers, representatives or advisers to whom you/we disclose the other's confidential information comply with this condition 14; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. Neither you nor we shall use the other's confidential information for any purpose other than to exercise the rights and perform the obligations under or in connection with the Contract.

## **15. Data protection**

15.1. Both you and we will comply with all applicable requirements of the Data Protection Legislation.

15.2. If we agree to supply you with a copy of the list of the attendees to the Event, we will ensure that we have the right to do so including, where necessary, appropriate consents and notices in place to enable lawful transfer of the Personal Data to you.

15.3. Once we have supplied the list to you, you acknowledge that you will become a Data Controller of such Personal Data.

15.4. If we or you handle Personal Data under this Contract not described above, it is the intention of both parties to enter into an appropriate agreement covering the same.

#### **16. Anti-Bribery**

16.1. Each party agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

16.2. Breach of this condition 16 shall be deemed a material breach under condition 11.1.2.

#### **17. Limitation of Liability**

17.1. This condition 17 sets out our and your entire financial liability (including without limitation any liability for the acts or omissions of our (or your, as applicable) employees, agents and sub-contractors) to us (or to you, as applicable) in respect of:

17.1.1. any breach of the Contract howsoever arising;

17.1.2. any use made by you of any rights we assign to you under the Contract; and

17.1.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

17.2. Nothing in these conditions excludes our or your liability for:

17.2.1. death or personal injury caused by our negligence; or

17.2.2. fraud or fraudulent misrepresentation.

17.3. Subject to condition 17.1 and condition 17.2:

17.3.1. neither we nor you shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

17.3.1.1. loss of profits; or

17.3.1.2. loss of business; or

17.3.1.3. depletion of goodwill or similar losses; or

17.3.1.4. loss of anticipated savings; or

17.3.1.5. loss of goods; or

17.3.1.6. loss of contract; or

17.3.1.7. loss of use; or

17.3.1.8. loss or corruption of data or information; or

17.3.1.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

17.3.2. each of our and your total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount paid under the Contract.

17.4. Each party to the Contract shall maintain public (general) liability insurance which shall be valid in respect of the Event.

#### **18. Miscellaneous**

18.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or, if later, at the time recorded by the delivery service; (c) if sent by email, at 9.00 am on the next Business Day after transmission. This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

18.3. The Contract may not be assigned, transferred, sub-licensed, or charged by either party without the prior written consent of the other save in respect of its Affiliates.

18.4. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

18.5. No amendment or variation to the Contract shall be effective unless in writing and signed by each party.

18.6. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

18.7. Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.8. A person who is not a party to the Contract has no right to enforce any term of the Contract.

18.9. The Contract shall be governed by and construed in accordance with the laws of England and Wales, the courts of which shall have exclusive jurisdiction in respect of any disputes arising from its terms and formation (including non-contractual disputes).