

Speakers Terms and Conditions

1. Quaynote may use the speaker's name and presentation materials for promoting delegate attendance at the conference.
2. Presentations and papers including all associated artwork and illustrations will not be returned unless specifically requested by the author. The papers must be objective and completely free of advertising and commercialism.
3. Quaynote may audio and/or video tape the speaker's session and the recording may be reproduced and sold as part of the overall conference materials. This allows delegates to purchase audio/video copies of presentations that they may have been unable to attend.
4. Quaynote may reproduce copies of the speaker's presentation (eg. PowerPoint slides or supporting handouts) on paper and/or electronically and these may be sold as part of the overall hand-out materials during the conference and after the event. Any acknowledgement regarding Copyright or support should be included at the end of the abstract/presentation, as these will be distributed to the conference delegates.
5. Speakers who do not wish to give permission for the above terms and conditions, please email alison@quaynote.com before the commencement of the conference.

Sponsors Terms and Conditions

1. INTRODUCTION
 - 1.1 The Event (as defined on the sponsorship form) is organised and managed by Quaynote Communications, a company registered in England and Wales with registration 5534493 and registered office at 30 Fairfield Road, London N8 9HG
 - 1.2 These Terms and Conditions and the Sponsorship Form (together the "Agreement") set out the terms on which you (i.e. the Sponsor) agree to sponsor the Event. Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Sponsorship Form, you agree to be bound by the terms of the Agreement.
2. GRANT OF RIGHTS
 - 2.1 We grant to you the Sponsor Benefits as defined on the Sponsorship Form
 - 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
 - 2.3 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 Sponsor Benefits, 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 Sponsor Benefits 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 and all costs incurred by you in exercising the Sponsor Benefits).

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 Sponsor Benefits 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 ensure your personnel exercise the Sponsor Benefits in accordance with the terms of this Agreement.

3.2 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.

3.3 You shall not do, or omit to do, (and you shall procure that none of your 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 us; (iii) damage our goodwill associated with the Event; or (iv) be otherwise prejudicial to the image and/or reputation of the Event or us.

3.4 For the avoidance of doubt it shall be your responsibility to take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.

3.5 You shall comply with all relevant laws and regulations which may apply in relation to your involvement in the Event and you will indemnify and keep indemnified and defend (at your own expense) us against all costs, claims, damages or expenses suffered or incurred by us or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under this Agreement or any applicable laws and regulations.

4. OUR OBLIGATIONS

4.1 We shall provide the Sponsor Benefits and organise the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out on the Sponsorship Form) on aspects of the Event where we deem it appropriate to do so. 4.2 The Sponsor Benefits are personal to you and we are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.

5. SPONSORSHIP FEE

5.1 In consideration of us providing the Sponsor Benefits, you shall pay to us the Sponsorship Fee in accordance with the Payment Schedule, and to the account specified on the Sponsorship Form.

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 Sponsor Benefits. 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 sales tax (including but not limited to, VAT) 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 (including, but not limited to, copyright, trade marks and design 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; and

6.1.2 all intellectual property rights (including, but not limited to, copyright, trade marks and design rights) in the Event Marks shall be solely and exclusively owned by us, together with any goodwill therein, and you shall not acquire any rights in the Event Marks.

6.2 All intellectual property rights (including, but not limited to, copyright, trade marks and design 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 You shall 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 a claim that our use of your intellectual property rights in accordance with the Agreement (including without limitation the Sponsor Marks) infringes any intellectual property rights (including, but not limited to, copyright, trade marks and design 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 (including, but not limited to, copyright, trade marks and design 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 Quaynote Communications Limited 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 for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the Event, may have an adverse effect on the commercial success of the Event), in its sole discretion, be entitled to cancel or postpone the Event.

Quaynote Communications Limited shall give written notice to the Sponsor of its

decision as soon as reasonably practicable, and upon receipt of such notice:

(a) in the case of cancellation of the Event the Sponsor shall be entitled to:

(i) terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as Quaynote Communications Limited may reasonably calculate; or

(ii) elect to apply the Sponsorship Fee (whether or not paid to Quaynote Communications Limited) to another Quaynote Communications Limited event, provided that the date of such event is less than 12 months from the date of such cancellation; or

(b) in the case of postponement of the Event:

(i) where the new Event date is less than 24 months away from the original Event the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to another Quaynote Communications Limited event;

(ii) where the new Event date is more than 24 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as Quaynote Communications Limited may reasonably calculate.

7.2 Quaynote Communications Limited shall not be deemed to be in breach of this Agreement or otherwise liable to the Sponsor for any failure or delay in performing its obligations under this Agreement as a result of an event or series of connected events outside the reasonable control of Quaynote Communications Limited (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness).

7.3 No refunds will be given in respect of any cancellations from you.

The Sponsor acknowledges that these charges represent a genuine pre-estimate of Quaynote Communications Limited's losses.

8. TERM AND TERMINATION

8.1 This Agreement shall take effect on the date that you sign the Sponsorship Form and shall continue until 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 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 Sponsor Benefits, we shall charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits 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 Sponsor Benefits shall cease;

8.5.2 any licences granted pursuant to this Agreement shall immediately cease;
and

9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.3, 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 this Agreement or otherwise in connection with the Event, shall be limited to the Sponsorship Fee paid by you.

9.2 Subject to clause 9.3, 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.

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

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

9.3.2 fraud or fraudulent misrepresentation; or

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

10. CONFIDENTIALITY

10.1 Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature (which shall include details of the Sponsorship Fee) and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.

10.2 Each party shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and (ii) to the extent that such confidential information is required to be disclosed by law.

11. GENERAL

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

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.