

# TMA Europe | 2018 Annual European Conference

7<sup>th</sup> & 8<sup>th</sup> June 2018 | Amsterdam Marriott Hotel, The Netherlands

## SPONSORSHIP AGREEMENT FORM

Sponsoring Company	
Company	
Address	
Town/City	
Country	
Post code/zip code	
Company website link	
Company VAT number	
Which sponsorship package are you interested in? (please refer to the online brochure for options)	
Package value	€
Contacts	
<b>Logistics contact:</b>	
Name	
Job title	
Email	
Phone	
<b>Executive contact:</b>	
Name	
Job title	
Email	
Phone	
Payment	
For invoicing purposes, if the company name and/or address is different from above, please provide who the invoice should be made out to	

### Company professional classification

Our firm is best described as a:

- Lender       Investor/Capital Provider       Investment Bank       Law firm       Turnaround Consultant
- Financial Advisor       Appraiser       Liquidator       Government       Academic
- Other – please specify

### Authorisation

It is understood that this application will become a binding contract upon acceptance by TMA Europe, and incorporate into this contract are the attached terms, conditions, rules and regulations. Please sign and return this contract in its entirety.

Signature: ..... Date: .....

Please return this form to Helen Jacobi, General Manager, TMA Europe: [hjacob@turnaround.org](mailto:hjacobi@turnaround.org)

T: +44 (0)7812 995049

## Sponsorship Agreement Form continued

### Acceptance of Application

An application for sponsorship of TMA Europe 2018 Annual European Conference (the "Event") will not be binding on the Turnaround Management Association (Europe) Ltd. until accepted in writing by an authorised TMA representative, whereupon it will be a binding contract (hereafter referred to as a "Sponsorship Agreement") between TMA and the applicant (hereafter referred to as the "Sponsor"). Applications may be accepted or rejected by TMA in its sole discretion; however, applications from acceptable applicants for particular functions or promotional opportunities will be accepted on a first-come, first-served basis.

### Space

TMA will assign space to a Sponsor in accordance with the Sponsor's selected sponsorship level, but TMA reserves the right to modify layouts to the extent necessary to meet the space requirements of the facility at which the Event is being held (the "Facility") and accommodate all Sponsors who are entitled to space. A Sponsor may not share, sell, assign or sublease any portion of its space (including to an affiliated company) without TMA's prior written consent. A Sponsor's activities must be confined within the assigned space and must be in support of products or services directly related to the Sponsor's normal business activities. A Sponsor has the sole responsibility for any loss of its personal property at its space.

### Other Activities

In the interest of ensuring the success of the Event and avoiding dilution of the benefits of sponsorship to all Sponsors, a Sponsor may not extend invitations, call meetings or otherwise encourage absence of other Sponsors or attendees from the Event or the Facility during the official hours of the Event or any function sponsored in connection with the Event by TMA or its official sponsors without prior notice to and approval by TMA.

### Licenses

As a condition to the sponsorship, a Sponsor will be deemed to have granted TMA the right to use the Sponsor's name and logo in connection with the promotion and production of the Event. A Sponsor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with such guidelines as are provided by TMA from time to time. A Sponsor may use Event attendee lists provided to it by TMA solely for the Sponsor's own business promotional activities, and may not provide the list to any other person or entity (including any affiliated company) or use the lists for any other purpose.

### Legal Compliance

A Sponsor must comply with all applicable laws, regulations and ordinances in connection with its participation in the Event, including but not limited to rules of the Event Facility. A Sponsor may not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution or posting of copyrighted or trademarked material without a license, assignment or other legally effective permission.

### Business Description

A Sponsor will be entitled to publication of a description of its business in materials relating to the Event in accordance with the Sponsor's selected level of sponsorship. The Sponsor will provide such description on or prior to a deadline established by TMA and will be responsible for the accuracy of all information included in such description, subject to TMA's right to edit copy as it determines appropriate.

### Termination of Sponsorship Agreement

A Sponsor may terminate its Sponsorship Agreement on or before 1 May 2018 by written notice to TMA, in which event the Sponsor will be entitled to a refund of its sponsorship payments, less a €500 processing fee. Sponsors who submit their Sponsorship Agreement after 1 May 2018, may terminate the Sponsorship Agreement and receive a refund of the sponsorship payments only in the case of material breach of the Sponsorship Agreement by TMA prior to occurrence of the Event, which breach is not cured within 30 days following written notice of the breach. TMA may terminate a Sponsorship Agreement only in the case of material breach of the Sponsorship Agreement by the Sponsor which is not cured within 30 days following written notice of the breach.

### Limitation of Liability

Neither TMA nor a Sponsor will be liable in any manner for failure or delay of fulfillment of all or part of such party's obligations under a Sponsorship Agreement owing to any causes or circumstances beyond its reasonable control, including, without limitation, acts of God, government orders, war, acts of terrorism, strikes, lockouts, fires and floods (each a "Force Majeure Event"). If the Event is cancelled because of a Force Majeure Event, TMA will refund to a Sponsor the sponsorship payments previously remitted to TMA to the extent that TMA has not expended such payments in connection with the planning of the Event or is able to recover such payments from the Facility and other vendors.

UNDER NO CIRCUMSTANCES WILL TMA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST INCOME OR PROFITS.

### No Warranty

TMA makes no representations or warranties of any kind, express or implied, regarding the Event, the number of persons who will attend the Event or the benefits that will accrue to a Sponsor from its sponsorship. Details of the Event are subject to change, and a Sponsor will be notified in advance of any change directly affecting the Sponsor.

### General Release and Indemnification

As a condition of its participation in the Event, each Party releases, and agrees to indemnify and hold harmless, the other Party and its officers, directors, members and agents, including its event management firm from any and all loss, damage, claim or expense (including reasonable attorneys' fees) that arise out of or relate to each Party's participation in the Event, other than claims relating to material breach by the other Party of its obligations under the Sponsorship Agreement.

### Consent

Each Sponsor acknowledges that the Event and Sponsor representatives participating in the Event may be photographed, and that proceedings of the Event, including proceedings in which Sponsor representatives participate, may be recorded. Each Sponsor authorizes TMA to display, distribute, redistribute, record, transcribe, modify, reproduce, publicly perform and transmit in any form (and for any purpose) any such photograph or recording of the Event, and agrees to execute any additional release presented by TMA in connection with such activity or to give effect to this provision.

### Governing Law and Jurisdiction

Sponsorship Agreements will be governed by, construed and enforced in accordance with the internal laws of the Netherlands, without regard to conflict of law provisions. All claims or disputes arising from or in connection with a Sponsorship Agreement, or as a result of the relationship created by it, will be adjudicated only by the courts sitting in the Netherlands.

### Miscellaneous

When accepted by TMA, a Sponsorship Agreement will constitute the entire agreement between the Sponsor and TMA concerning its subject matter, and may only be modified or waived in a writing signed by the parties. If any term of the Sponsorship Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. A Sponsor may not assign its Sponsorship Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without TMA's prior written consent.