

TERMS AND CONDITIONS: TRAINING COURSE AGREEMENT

These Terms and Conditions form part of the Agreement between EuroFinance and Client and refer to words defined in the preceding pages.

1. Payment Terms

All fees expressed herein are exclusive of sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to Client in addition to the fees. In addition to the fees, Client will be responsible for the payment of any withholding taxes that may be payable. Travel and expenses are not included in the fee(s) and, if such charges are incurred, they will also be charged to Client in addition to the fees. All fees are non-refundable (except as otherwise specified herein) and are due by the earlier of (i) within net 14 days of the invoice date; and (ii) 14 days prior to the Training Course date. In addition, where this Agreement is signed fewer than 14 days before the Training Course date, EuroFinance reserves the right to require immediate payment of any invoice issued in respect of that Training Course. Payments made after the due date may be (in EuroFinance's discretion) subject to a late fee equal to the lesser of 1.5% per month or the maximum allowed by law.

2. Licence of Trademarks

- 2.1 Where EuroFinance gives approval in writing in advance, EuroFinance grants to Client a non-exclusive, non-sub-licensable and non-transferable licence to use the "EuroFinance" name and/or logo, as specified herein or as provided in the Training Course, for the purpose only of attributing the Training Course to EuroFinance in accordance with this Agreement, PROVIDED THAT in each case: (a) these trademarks will only be used in the exact format and specification as directed from time to time by EuroFinance, (b) all advertising, promotional, marketing and other material which feature these trade marks (in any medium or media) will be subject to the prior review by and approval of EuroFinance before their publication or use, and (c) Client will not modify, amend or add to the content or format of any of the licensed trade marks in any manner.
- 2.2 Other than as provided for in this clause 2 (Licence of Trademarks), nothing in this Agreement will be deemed to vest in Client any legal or beneficial right in or to any trade marks or other intellectual property rights owned or used under licence by EuroFinance (or any of its affiliates) or grant to Client any right or licence to any other intellectual property rights of EuroFinance or its affiliates, all of which will, at all times, remain the exclusive property of EuroFinance and its affiliates.
- 2.3 During the term of this Agreement, Client grants EuroFinance a non-exclusive, non-sub-licensable licence to use Client's trademarks, trade names and corporate name for the sole purpose of the Project and providing the Deliverables (and materials associated therewith).

3. Confidentiality and Privacy

- 3.1 The parties recognize that in the course of the Project, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorized party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain (through no fault of the recipient), or (ii) developed independently by the recipient (without reliance on the information).
- 3.2 For the avoidance of doubt, the terms of this Agreement (including the fees) will be treated as confidential by Client and will not be disclosed to any third party without the prior written agreement of EuroFinance unless the foregoing exceptions apply.
- 3.3 The use and disclosure of lists containing information relating to any individual are regulated by privacy and data protection laws. Such information may also be subject to obligations of confidentiality. Therefore, EuroFinance does not accept any obligation to supply Client with any mailing or other lists unless otherwise expressly provided for in the Agreement. Any obligation by EuroFinance to supply Client with any mailing or other lists (or similar data) is subject to any restrictions imposed by applicable laws and regulations and the preferences expressed by the individuals. If, for any reason, Client obtains such information in connection with the Project, Client will treat that information as confidential and comply with all applicable laws and regulations which relate to such information. Where, for the purpose of marketing the Training Course, Client provides to EuroFinance the information of individuals including but not limited to its clients and/or prospective clients, Client represents and warrants that: (i) it has obtained all necessary consents to use and transfer the information for the purposes outlined in this Agreement and it has complied with all applicable laws and regulations which relate to the use of such information; and (ii) that EuroFinance' use of such information in accordance with this Agreement will not breach any applicable laws or regulations. Client agrees to indemnify and hold EuroFinance and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by EuroFinance and/or any of its affiliates arising out of or related to a breach of this clause 3 (Confidentiality and Privacy) and/or misuse of such information.

4. Warranties and Limitations of Liability

- 4.1 Each party warrants that: (i) it is the owner or licensee of all intellectual property rights in any material it supplies to the other hereunder and that it is legally entitled so to provide it and to grant any rights in any material it purports to grant the other under this Agreement; (ii) to the best of its knowledge and belief, no such material is defamatory of any person; and (iii) it has full right, power and authority to enter into and perform its obligations under this Agreement.
- 4.2 EuroFinance gives no warranties in respect of the Training Course, or any aspect of the Project, and to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Other than to the extent required as a matter of law: (i) neither party nor its affiliates will be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the use of (or failure to use) or reliance on the Training Course or other aspect of the Project or in connection with this Agreement; and (ii) the maximum aggregate liability of either party for any claim in any way connected therewith or this Agreement whether in contract, tort or otherwise (including any negligent act or omission) will be limited to the amount paid by Client to EuroFinance under this Agreement in the preceding twelve-month period.
- 4.3 Neither EuroFinance nor its affiliates can accept any responsibility or liability for reliance by Client or any person on the Training Course and/or any information provided under this Agreement.

5. Intellectual Property

Other than Client provided intellectual property that may be included in the Deliverables (where applicable), all intellectual property rights in and to the Deliverables, the Training Course and materials relating to them (including without limitation copyright, database rights and any rights in any databases) will be owned exclusively by EuroFinance (which, for purposes of this Agreement, includes its parent company, The Economist Newspaper Limited). Client will display the following disclaimer and copyright notices whenever any Training Course (or any extract from them) are distributed:

- (i) **copyright notice:** "© [year of first publication] EuroFinance Conference Ltd. All rights reserved."; and
- (ii) **disclaimer:** "Neither EuroFinance Conference Ltd. nor its affiliates can accept any responsibility or liability for reliance by any person on this information."

6. **Changes or Cancellation**

If EuroFinance determines that the Training Course cannot be performed as anticipated, EuroFinance may terminate this Agreement and provide to Client a refund, in such event EuroFinance will have no further liability or obligation relating to this Agreement. In the event of a cancellation of the Training Course caused by events outside EuroFinance's reasonable control, or in circumstances not explicitly dealt with in this Section 6 (Changes or Cancellation), no part of the fee paid by the Client will be refundable for any reason. However, EuroFinance may, in the case of such cancellation, grant the Client the opportunity to apply the fee towards another training engagement by EuroFinance on the same terms as set out in this Agreement.

7. **Miscellaneous**

The parties acknowledge and agree that: (i) nothing in this Agreement will imply any partnership, agency or joint venture relationship between the parties; (ii) for the purposes of this Agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party; (iii) "EuroFinance" and "The Economist" are registered trademarks of The Economist Newspaper Limited, a parent company of EuroFinance, and nothing in this Agreement will be deemed to vest in Client any rights in the trademarks of The Economist Newspaper Limited (or its affiliates) other than any licenses that may be granted herein (as/if applicable); (iv) the provisions of this Agreement in so far as they have not been performed will remain in full force and effect notwithstanding completion of the Project; (v) the term of this Agreement will be from execution thereof until completion of the Project and any obligations associated therewith; (vi) except as expressly set out in this Agreement, no other rights or privileges are offered or implied in connection with the Project; (vii) the parties will bear their own costs and expenses relating to the Project, except as expressly set out in this Agreement; (viii) neither time for payment nor delivery of the Project will be of the essence of the Agreement; (ix) nothing in this Agreement will prevent or restrict EuroFinance (or its affiliates) from providing services to any third party, including but not limited to services similar to those outlined in this Agreement; (x) each party will and will use all reasonable endeavours to procure that any necessary third party will execute such documents and perform such acts or do such things as may reasonably be required for the purpose of giving full effect to this Agreement; (xi) this Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties (and any pre-printed forms or other terms provided by Client), with respect to the subject matter hereof; (xii) no modification of this Agreement will be effective unless set forth in writing signed by both parties; (xiii) no waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion; (xiv) in the event of a conflict between this Agreement and any other terms, this Agreement will prevail (including, but not limited to any pre-printed forms or any purchase or insertion orders issued by Client after execution of this Agreement).

8. **General Data Protection Regulation (GDPR)**

- 8.1 The parties acknowledge that each will be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require.
- 8.2 Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.
- 8.3 The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 8.1 and 8.2 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:
- (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
 - (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
 - (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;
 - (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
 - (v) it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
 - (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
 - (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
 - (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;
 - (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.