

Terms and Conditions

- In the event that the Sponsor is also participating in the event as an Exhibitor and/or will present products, materials and services and/or place equipment anywhere in the Congress premises, then by signing this Agreement the Sponsor agrees to abide by the terms and conditions listed in the Sponsorship and Exhibition Prospectus provided by Organizer to Sponsor, the exhibitor technical manual and all other electronic or printed guidelines published by Kenes International.
- Sponsor acknowledges that Organizer may have additional sponsors and supporters at the same or other congresses at fees which are equal to or less than the Sponsorship Amount that Sponsor will pay hereunder, and that the sponsorship mention and the services provided to Sponsor shall be commensurate with the fees paid by all sponsors.
- Kenes reserves the right to change the venue, time and date of any activities of the Congress as specified in the above Agreement without being liable to Sponsor for any damages or loss resulting therefrom. Sponsor will be notified in writing as soon as a change is made.
- Kenes shall not be liable to Sponsor or shall not be deemed to be in default of its obligations hereunder, (a) if such default or damage is the result of war, hostiles, revolution, civil commotion, strike, epidemic, accident, fire, natural disasters, terrorist activity, governmental or other obstacles for the freedom of travel, union actions, riots, wind, flood or because of any act of God or other cause beyond the reasonable control of Kenes; and (b) if the sponsored event is not performed due to an obstacle or hindrance outside its control, which could not have been foreseen when signing this Agreement and which they could not have avoided at a reasonable effort or cost, including, without limitation, the reasons specified in subsection (a) above. If Kenes International cancels the Congress for any reason, including those listed above, all monies paid by the Sponsor will be repaid in full after the deduction of the value of the services which the Sponsor has already received.
- Promotion of Sponsor's activities is only permitted from a company exhibition stand, from an assigned lecture hall in which the Sponsor's activities are taking place or otherwise with prior written permission from Kenes. Any other promotional activity by Sponsor or by anyone on its behalf, such as (without limitation) distribution of leaflets or materials to delegates in the Congress premises, is not allowed.
- Please note that it is the Sponsor's responsibility to comply with the local authority's regulations, EFPIA (European Federation of Pharmaceuticals Industries & Associations) www.efpia.org, Eucomed (represents Medical Technology industry) <http://archive.eucomed.org> and IFPMA (International Federation of Pharmaceutical Manufacturers & Associations) www.ifpma.org code of practice on the promotion of medicines.
- Hanging of all signs for symposia by Sponsor or by anyone on its behalf should be coordinated and approved in advance by Kenes.
- Sponsor grants Kenes a non-exclusive, non-transferable, royalty-free license to use, without the right to sublicense, Sponsor's trade name, logo and trademarks in connection with the sponsorship activities referenced in this Agreement. Kenes grants Sponsor a non-exclusive, non-transferable, royalty-free, revocable, license to use, without the right to sublicense, the Congress name, title, trade name, logos and trademarks in connection with its sponsorship hereunder, and solely during the term of this Agreement.
- Kenes adheres to the guidelines of the IPCAA. Therefore, all sponsoring companies, including the Sponsor, should adhere to these common sets of practice and regulations.
- To Kenes' knowledge, all congress material supplied by Kenes in relation to the Congress is accurate. Any inaccuracy, mistake or omission shall not entitle the Sponsor to cancel its sponsorship.
- The parties to this Agreement hereby agree that, all communications among them, including this Agreement, and including, without limitation, all information, whether oral, written or otherwise, that is supplied by a party hereto to the other, in the course or as a result of the performance of this agreement ("**Confidential Information**"), (a) shall be held in strict confidence and are protected from disclosure by each of them, and (b) shall be treated as confidential for a period of five years following September 28, 2017 or, in the event of earlier termination of this Agreement, for a period of five years following such termination, unless the receiving party can demonstrate that the information was (i) rightfully in its possession or known by it prior to receipt from the disclosing party, or (ii) was rightfully disclosed to it by another person without restriction or breach of confidentiality obligation, or (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who had no access to such information, or (iv) is or becomes (through no improper action or inaction by the receiving party or any agent, consultant or employee thereof) generally available to the public. The receiving party undertakes not to use the information for any purpose, other than for performing the provisions of this Agreement, without obtaining the written Agreement of the disclosing party. For the avoidance of doubt, all information and materials which are distributed to the public during the Congress shall not be considered Confidential Information.

- This Agreement may be terminated by Organizer at any time by providing a 7-day prior notice to the Supporter if Organizer determines, at its sole discretion, that Supporter's participation in the Congress is not in line with the Congress' objectives, or may be detrimental to the Organizer and/or to the Congress.
- The Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- This Agreement may be amended or modified only with the written consent of both parties.
- The parties acknowledge that no joint venture, association, partnership or agency relationship is created under this Agreement.
- This Agreement constitutes the entire Agreement between the parties, and shall supersede all prior Agreements and understandings, oral or written, between the parties relating to the subject matter hereof.
- This Agreement is governed by and construed in accordance with the laws of Switzerland without regards to conflict of laws rules. Any disputes, misunderstanding arising from the performance of this Agreement shall be settled by the competent courts of Zurich.