

Purchase Form

BLACK TIE DINNER TABLE

Black Tie Dinner Table: £2,500 + VAT

We would like to reserve _____ # of tables for the EHYA Black Tie Dinner on Thursday, 20 November 2008

Table positioning special requests*

*Tables will be allocated on a first come first serve basis. We will do our best to accommodate all requests. Reserve your table early to ensure you receive preferred positioning.

CONTACT

Name _____ Title _____

Company _____

Address _____

City _____ County/State/Province _____

Post Code/Zip _____ Country _____

Phone _____ Fax _____

Email _____

PAYMENT

Enclosed is a cheque payable to the **Securities Industry and Financial Markets Association** in the amount of £ _____

VISA MasterCard American Express

Card Number _____ Exp. Date _____

Signature _____ Date _____

Bank transfer (**please quote – EHYA Black Tie Dinner 2008**)

Barclays Bank
Securities Industry and Financial Markets Association
99 Hatton Garden, 1st Floor
London EC1N 8DN
United Kingdom

Account No: 90723479

Sort Code: 20-47-35

Swift Code: BARCG22

IBAN No: GB28 BARC 2047 3590 7234 79

SUBMIT AGREEMENT TO

Gosia Kulczycka

EHYA, St Michael's House, 1 George Yard, London, EC3V 9DH

Phone: +44 (0) 20 7743 9345

Fax: +44 (0) 20 7743 9301

Email: mkulczycka@sifma.org

Securities Industry and Financial Markets Association Terms & Conditions

1. **Applications & Eligibility.** Application for sponsorship must be made by the Sponsor on the form provided by Securities Industry and Financial Markets Association (SIFMA) and be executed by an individual who has authority to act for the Sponsor. SIFMA reserves the right to accept or reject applications on the basis of whether, in SIFMA's sole judgment, the applicant's sponsorship is appropriate or would enhance the Event as defined in the Application for Sponsors which is incorporated in its entirety as if fully set forth herein. (collectively, the Agreement.) A full refund of the sponsorship fee paid will be made if an application is rejected.
2. **Agreement to Conditions.** Each Sponsor, for itself, employees and agents, agrees to abide by the conditions set forth in this Sponsorship Agreement, as well as to any conditions set forth in any SIFMA information update that may be sent by SIFMA to the Sponsor from time to time. It is further understood and agreed that the sole control of the Event facilities rests with SIFMA, [in accordance with any agreement SIFMA may have with the facility.]
3. **Payment of Sponsorship.** Full payment of the Sponsorship Fee must be received by SIFMA no later than 10 business days upon notification to the Sponsor of SIFMA's acceptance of the Sponsor's application. Failure to make timely payment will result in automatic cancellation of this Agreement. SIFMA acceptance of the Sponsor is limited to the Event only and does not imply that same or similar sponsorship will be granted in the future.
4. **Insurance.** In all cases, any Sponsor wishing to insure its goods must do so at its own expense. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.
5. **Exhibits.** To the extent a Sponsor displays any material, no part of the display shall obstruct or interfere with other Sponsors displays or exhibit space designated to others. SIFMA reserves the right and has sole discretion to restrict, on a reasonable level, sound systems, lights, noise and other distractions.
6. **Care of the Sponsor's Space.** The Sponsor must, at its expense, maintain and keep in good order the Sponsor's area at the Event.
7. **Protection of the Facility.** Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the Facilities without permission of SIFMA and the proper Facilities authority. Packing, unpacking and assembly of material shall be done only in designated areas and in conformity with directions of the Event Manager, the Facilities manager or their assistants.
8. **Installation & Dismantling.** The specific requirements as to the time for installation and dismantling of sponsorship material, if any, shall be supplied to each Sponsor for the Event. Such requirements shall be binding upon the Sponsor as though fully set forth in this Agreement. All displays must be in place and set up one hour prior to the official opening of the Event.
9. **Default Occupancy.** Sponsor's failure to appear or participate at the Event shall not relieve the Sponsor of its obligation to make full payment to SIFMA and SIFMA shall have the right to seek other sponsors at its discretion.
10. **Personnel.** Sponsor personnel shall: (i) confine their activities within the Sponsor's designated space; (ii) dress in appropriate business attire which is not sexually suggestive, provocative or otherwise offensive to any race, culture, religion, lifestyle or gender; and (iii) display, promote or sell their products in a manner consonant with the high standards of the Event and SIFMA. SIFMA reserves the right to monitor the activities of the Sponsor, its agents, and employees during the course of the Event and, upon determining that a Sponsor or its personnel has violated this provision, SIFMA may immediately exclude the offending Sponsor from the Event. Such determination shall be in the sole discretion of SIFMA.
11. **Use of Space and Co-Sponsorship.** Sponsor shall display its material only in the area designated by SIFMA ("Exhibit Space"). The Sponsor shall not be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment or services, in any other location (including, but not limited to, private suites or rooms) during the Event absent SIFMA's prior written approval. No Sponsor shall permit any other corporation or firm or its representatives to use the Exhibit Space allotted to it, nor shall Sponsor display articles not manufactured or sold normally by it. If a non-Sponsor article is required for the operation or display of a Sponsor's wares or services, identification of such article shall be limited to the usual and regular nameplates, imprinting or trademarks under which the article is sold in the regular course of business. Co-participation by any other firm or its agents, or employees must be by prior written permission of SIFMA.
12. **Distribution of Printed Matter.** Sponsors shall not distribute any material, samples, souvenirs and the like, except in the Exhibit Space. Sponsors must obtain the prior written approval of SIFMA for any solicitation, or for the distribution of material elsewhere. Permission to distribute printed matters whether the Exhibit Space or otherwise, does not constitute an endorsement of any publication or its content by SIFMA and does not authorize Sponsor to imply or state in any written or oral communication that such printed matter is so endorsed or sponsored. Under no circumstances may such printed matter use SIFMA's copyrighted logo for any purpose, absent prior written permission by SIFMA.
13. **Conflicts/Disruptions.** In the interest of the success of the Event, the Sponsor agrees not to (a) extend invitations, call meetings, host any event (social or business) or otherwise encourage absence of attendees from the Event during its official hours, or (b) disrupt the exhibits or activities of other sponsors, Exhibitors or their respective agents or employees at the Event.
14. **Cancellation or Relocation of the Event.** Should there be a cancellation or relocation of the Event, due to circumstances within SIFMA's direct control, the liability of SIFMA shall be limited to a refund of Sponsorship Fee paid to SIFMA by the Sponsor. Should SIFMA have no control over the cancellation or relocation of the Event, SIFMA shall have no liability of any kind but may in its sole discretion refund or any position there of paid by the Sponsor.
15. **Cancellation by Sponsor.** If Sponsor wishes to cancel this Agreement, it must notify SIFMA in writing (via certified mail, registered mail, courier or facsimile) at least 120 calendar days prior to the set-up of the Event. Upon such timely notice of cancellation, SIFMA will refund 75% of the Sponsorship Fee. If sponsorship has not yet been paid to SIFMA, Sponsor remains obligated to pay SIFMA 25% of the Sponsorship Fee. No refund of the Sponsorship. Fee will be made by SIFMA if SIFMA receives the Sponsor notice of cancellation less than 120 calendar days prior to the set up of the Event. In such case, the Sponsor is liable for 100% of the Sponsorship Fee, even if Sponsor enters this agreement less than 120 days prior to the Event set up.
16. **SIFMA's Right to Remove the Sponsor's Property.** SIFMA reserves the right to remove from the Facilities any or all of the property of the Sponsor should the Event be canceled or relocated or should the Sponsor violates this Agreement. This right may be exercised without prior notice and hearing.
17. **Violations of the Agreement.** Any of the following actions by a Sponsor shall constitute a violation of the conditions of this Agreement:
 - a. Violation of any municipal, state or federal laws, rules or regulations, including safety codes.
 - b. Failure to follow the terms or procedures prescribed in sections 1 through 16 of this Agreement.
 - c. Failure to remove its property from the Facilities upon notice of cancellation or relocation of Event from SIFMA.
18. **Liability.**
 - a. SIFMA does not assume any responsibility for the protection and safety of the Sponsor, its officials, agents or employees, for the protection of the property of the Sponsor or its representatives or of property used in connection with the Event, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after Event hours and placed in safekeeping by the Sponsor. Any protection exercised by SIFMA shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Sponsor.
 - b. The Sponsor agrees to indemnify and hold SIFMA and its agents and employees harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Sponsor or any of its agents or employees or from the display or use of property of the Sponsor – other than those claims and liabilities which are caused by or arise directly out of the gross negligence or willful misconduct of SIFMA, its agents or employees. Sponsor further assumes responsibility and agrees to indemnify and defend SIFMA and the Facilities and their respective employees and agents against any claims or expenses of either SIFMA or the Facilities which are caused by or arise out of the use of the Facilities. The Sponsor understands and acknowledges that neither SIFMA nor the Facilities maintains insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. SIFMA shall not be liable for any failure to deliver Exhibit Space to a Sponsor or for the loss of Exhibit Space of any Sponsor, this Agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the Facilities by fire or act of God; acts of a public enemy, including terrorism; labor strikes; the authority of the law; or any other cause beyond its reasonable control. In the event SIFMA is not able to hold an Event for any of the above-named causes, SIFMA will reimburse Sponsors on a pro-rata basis on any fee paid, less any and all legitimate and reasonable expenses incurred by SIFMA for advertising, administration and similar and related costs. SIFMA shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies (such as in a Sponsor's name, address, phone number or e-mail address) which may ultimately appear in any SIFMA poster, slide or other Event material, unless such inaccuracies are caused by the gross negligence or willful misconduct of SIFMA its agents or employees. In no event shall Sponsor be liable to SIFMA for consequential, lost profits or punitive damages relating to the breach by SIFMA of any of the terms of this Agreement.
19. **Remedies. General.** In the event the Sponsor violates any of this Agreement, SIFMA reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:
 - (1) SIFMA may order the Sponsor to remove its material, agents and employees or have them removed under the provisions of section 16. In these circumstances, no part of the Sponsorship Fee will be returned.
 - (2) SIFMA may cancel, or otherwise refuse thereafter to enter into, any agreement with the same or related signatory/Sponsor in connection with any SIFMA event. This shall include, but not be limited to, any Sponsorship Agreement, Exhibitor Agreement or any registration or agreement to attend or participate in any SIFMA event.
20. **Arbitration.** Any controversy or claim between the parties hereto arising out of or related to the provisions of the Agreement or the breach thereof, shall be settled by arbitration by one Arbitrator in New York, New York, in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
21. **Jurisdiction.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New York, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect.
22. **Force Majeure.** Should events beyond the reasonable control of the exhibiting firm or SIFMA including, but not limited to, acts of God, war, strikes, government regulation, civil disturbance, terrorism, disaster, fire, earthquakes, cessation of transportation, public health outbreaks, unreasonable extreme inclement weather or any other comparable conditions occur, making it illegal or impossible to fully perform under this agreement as the parties originally contracted, the affected party may terminate this agreement, without liability, upon written notice to the other party.

* Please notify us of any special dietary requirements no later than one week prior to the event

I have read and understood the terms and conditions

Signature

SIFMA/EHYA Signature