

**Sponsorship Terms and Conditions “STC” of Purchase Order**

Applicable under FRENCH, GERMAN, ENGLISH or SPANISH LAW (v. 01/2019)

**1 - Definitions:**

The titles of the articles herein are inserted for convenience of reference only and shall not affect the interpretation of these Conditions. Unless otherwise defined, capitalised terms, singular or plural, used in these conditions shall have the meaning set out below:

“**Agreement**” means the order placed by Airbus with its Specific Conditions and this STC, by which Airbus accepts to support with in-kind transfer, cash or services the Organizer for the performance of the sponsored Project.

“**Airbus**” means (i) Airbus SAS (ii) Airbus SAS acting on behalf of any company of the group Airbus, including direct or subsequent successors thereto (iii) Any Airbus SE’ subsidiary or affiliate (iv) and generally the relevant individual Airbus company which places the order and is identified on the front of the order (“**Airbus Company**”)

“**Brand**” means any trade mark, business name, domain name or any other distinctive sign provided by each Party.

“**Commercial Rights**” means any and all rights of a commercial nature connected with the Project, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

“**Due Date**” means the due date of occurrence and/or performance of the Project at the place as specified in the order.

“**Intellectual Property Rights**” or “**IP Rights**” means Brands, copyright and related rights, goodwill, design rights, patent rights, rights to inventions, database rights, know-how, and all other intellectual property rights, whether registered or not, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

“**Project**” means any event, product, material, work, item or service identified in the Specific Conditions of the order, for which the Agreement is granted.

“**Organizer**” means the sponsored party, association, company, person or entity upon whom the order is placed and which is identified on the front of the order; notably the organizer of the event if any, and the beneficiary of the sponsoring support, Agreement or the donation, whether in the form of cash, in-kind contribution, goods, services or other property.

“**Parties**” means Airbus and the Organizer. “**Party**” shall be construed accordingly.

“**Public Official**” means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; any official, employee or agent of any public international organization; and any spouse or close family member related thereto.

“**Specific Conditions**” means the conditions, notably the Sponsorship Rights, whatever their nature, technical, commercial or administrative, which are required from the Organizer, negotiated and agreed between Airbus and the Organizer, incorporated into and appearing on the front of the order including any attachments, which are incorporated by reference, and any amendments to the foregoing documents.

“**Sponsorship Rights**” or “**Benefits**” means the bundle of rights granted to Airbus as set out on the front of the order or by default as set out within the STC, notably in the article “Sponsorship Rights”, which includes the licences related to the Project granted by the Agreement.

“**Sponsorship Terms and Conditions**” or “**STC**” means the terms and conditions set out in this document, attached in at the back of the Specific Conditions, which forms a part of the Agreement.

**2 - Scope and purpose of the Agreement:**

**2.1** The Parties agree that these STC together with the Specific Conditions are the only terms and conditions applicable to the Agreement. The Organizer will be provided, upon request, with any document related to the Agreement and referred to herein.

**2.2** Save otherwise stated in the order, the Organizer is arranging a Project on/from the date specified in, and in which location and for the purpose stated in the Specific Conditions.

The Organizer understands that Airbus undertakes this Agreement to positively improve the Airbus Brand image and agrees to support Airbus herein at best, with the best visibility granted, within the scope of this Agreement, and wishes to market and license certain Commercial Rights and/or IP Rights as sponsorship packages during the term and for the scope of the Project.

Airbus shall support the Organizer in the Project and agrees to receive the Sponsorship Rights as defined in the related article of the Specific Conditions. Therefore, Airbus shall pay, as stated in the Specific Conditions, a fixed and firm fee (the “Fee”) and/or provide any other kind of support (the “Support”) to the Organizer.

**3 - Order and order acceptance:**

**3.1** Within fourteen (14) calendar days of a submitted order, the Organizer undertakes to notify Airbus of acceptance or refusal of the said order by e-mail or by mail.

**3.2** The order shall be deemed to be accepted without reservation by the Organizer after fourteen (14) calendar days of receipt by the Organizer, unless the Organizer notifies Airbus in writing of its refusal to accept the order.

**3.3** In the event of any conflict between the following documents forming part of the order, they shall be interpreted in accordance with the following order of precedence (i) the Specific Conditions on the front of the order; (ii) the STC on the back of the order; (iii) any other documents attached and/or referenced.

**4 - Effective date and duration:**

Except otherwise stated in the Specific Conditions, this Agreement will commence with effect from the specific date stated in the order or by default the issue date of the order (the “Effective Date”) and shall continue until thirty (30) days following the last day of the occurrence of the last Project, unless terminated earlier in accordance with the article 11 (“Termination”), or prevented for reasons of force majeure.

**5 - Project occurrence and acceptance:**

Occurrence of the Project shall be made in accordance with the requirements set out in the order, in particular with the requirements of the Specific Conditions, location and time shall be of the essence in relation to the date of the occurrence set out in the order.

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No change and no alternative solution to the occurrence shall be made by the Organizer without Airbus to be previously informed. Airbus may decide to accept the changes without modification or with modification of the Fees/Support and/or refuse the changes by terminating the Agreement under the conditions specified in article 11 (“Termination”), in this case with immediate effect.

**6 - Compliance:**

**6.1 General compliance:** The Organizer shall ensure its compliance and the compliance of all Projects with all applicable laws and/or regulations local or international if applicable, as amended from time to time, including, but not limited to those in connection with:

(a) Export control, environment, health, safety, packaging and labelling; (b) Tax requirements for deductions or exemptions; (c) Labour, employment, data protection and prohibition of corrupt practices, and any other local obligations applicable such as for French and Spanish suppliers’ tax payments and secondment of employees to foreign companies not located in the country of the Project. The Organizer commits to provide Airbus and/or his agent with all the documents, certificates, permits legally required. The Organizer shall report immediately to Airbus any violation of applicable laws and regulations with respect to the execution and/or the performance of the Agreement by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the Agreement.

Should the Organizer fail to comply with such laws and/or regulations, the Organizer shall indemnify and hold harmless Airbus from and against all consequences of such failure.

**6.2 Specific anti-corruption compliance requirements:**

The Organizer shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all applicable local and international anti-corruption laws, applicable to the performance of its obligations and activities under this Agreement.

The Organizer shall use the Fees for legitimate purposes and shall not offer, promise, arrange for or give, either directly or indirectly, anything of value (including but not limited to monies, gifts, entertainment and special favours) to any individual including but not limited to any Public Official, for the purpose of obtaining or retaining business or securing any improper advantage.

The Organizer shall immediately disclose to Airbus in the event a Public Official holds a position or ownership within its organization, wherein Airbus shall decide at its sole discretion whether to proceed with or cancel the Agreement.

The Organizer warrants that the bank accounts provided to Airbus are owned solely by the Organizer and that no person other than the Organizer or its bank has any ownership of or interest in such account.

In the event of a third party claim or investigation relating to the performance of this clause, Airbus shall have the right to audit the Organizer’s books and records, during normal business hours in order to evaluate the Organizer’s compliance with this article 6.2. The Organizer shall provide its full cooperation to Airbus and/or its representatives to facilitate such audit.

**7 - Commitments and warranties:**

Without prejudice to any other warranties, the Organizer commits and warrants to Airbus that:

- It owns the Organizer’s Brand;
- It will provide the Project with all reasonable skill and professional care and to a standard that is benefiting of Airbus’ reputation and the purposes stated in the Agreement;
- It shall not, and shall procure that its employees and agents shall not, make any defamatory, disparaging or derogatory statements about Airbus or its affiliates or do any act or thing which is or might be derogatory or otherwise detrimental to the reputation of the Airbus Company;
- It will not enter into any Agreement with any Airbus competitor during the term, unless necessary due to the nature of the event;
- It will keep Airbus informed as promptly as reasonably practicable with respect to material developments or changes to the Organizer which might affect Airbus’ usage of the Sponsorship Rights.

In case the Organizer fails to comply with these warranties or in case the Project is not performed by the Organizer as scheduled, save as otherwise stated in the Specific Conditions, and as a result of any act or omission by the Organizer, Airbus reasonably considers that its image or its reputation has been, or is likely to be, (if such breach were repeated), materially adversely affected, Airbus shall be entitled to and may claim at least the reimbursement of the Fee paid under this Agreement.

**8 - Fees and payment:**

**8.1 Fees:** Unless otherwise specified in the Specific Conditions, Fees are fixed and firm and shall be based on the occurrence of the Project, to the place and date specified in the Specific Conditions. No additional charge shall be made by the Organizer for management, insurance or delivery unless otherwise agreed by the Parties and set out in the Specific Conditions and any such charge shall be separately identified in the Organizer’s invoices.

**8.2 Taxes:** Fees are exclusive of value added tax, which shall be paid if any by Airbus upon presentation of a valid tax invoice and inclusive of, and the Organizer shall be liable for and pay, all other relevant taxes, levies and duties in connection with the Project, if any.

**8.3 Invoices:** For payment purposes, the Organizer shall issue an invoice and send it for the attention of Airbus’ accounting department as specified in the Specific Conditions as well as with the documents accompanying the Project when delivered to Airbus. Without prejudice to any mandatory requirements imposed by law, each invoice shall include all the compulsory markings required by Law, and any specific terms or conditions and reference to a discount, if any. The Organizer shall, if requested by Airbus, issue its invoices in an electronic format, as specified by Airbus.

**8.4 Payment:** Payments shall be made by electronic bank transfer to the Organizer’s nominated bank account, provided that the invoice received from the Organizer is valid, accurate and due. Airbus will make payments only for those Projects which have occurred in accordance with the terms of the Agreement. In the event of a dispute between the Parties, Airbus shall be entitled to withhold payment of any disputed element of the invoice until resolution of such dispute. Payments with respect to Projects shall be made thirty (30) days from the end of the month (“EOM”) in which the invoice is issued, paid the tenth (10<sup>th</sup>) day of the next calendar month. Should the payment day be a Saturday, Sunday or a bank holiday then the payment shall be made the following business day.

Should the payment be made in advance with written Airbus’ agreement, prior to the occurrence of any Project to being performed, and if the Project did not occur at the Due Date, the Organizer shall return the Fees to Airbus within thirty (30) days from the last day on which the occurrence of the Project has been scheduled by the Organizer in accordance to the Agreement.

**8.5 Interest of late payment:** Excluding the case of any agreed payment in advance, if any amount due to the Organizer remains unpaid after the date on which it is payable (the “Due Date”), the Organizer shall be entitled to charge interest on such sum from the day following the Due Date until the actual date of payment of such a sum, both before and after any judgment, to the country of the Airbus Company placing the order and at a rate as follows:

**France:** three (3) times the legal interest rate (“*taux d’intérêt légal*”) in effect on the Due Date. Interest of late payment shall begin to accrue on the first day immediately following the Due Date.

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**Germany:** the legal interest rate in effect on the Due Date.

**England and Wales:** four percent (4%) per annum above the base rate for the time being of the Bank of England.

**Spain:** the legal late payment interest according to law 3/2004 approving the measures against late payment in commercial operations.

**9 - Liability:**

**9.1** The Organizer is liable to Airbus for all costs, losses, damages and liabilities, including without limitation, costs and expenses incidental thereto, which may be incurred by Airbus as a consequence of the failure by the Organizer to comply with any of its obligations under the Agreement. Airbus agrees to provide the Organizer with a breakdown of the said damages.

**9.2** Notwithstanding the aforesaid, it is agreed that the Organizer shall be responsible for the organization and the occurrence of the Project in accordance with the terms of this Agreement as well as with any applicable law or regulation.

**9.3** Each Party shall be liable for, indemnify and hold harmless the other Party, its officers, directors, employees and/or insurers from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs (including legal fees) or the like in any way connected with the death of or injury to any person whomsoever, or loss of or damage to any property of any person, entity or company (including the other Party) when arising out of, or having its origin in, the acts or omissions of the indemnifying Party in connection with the performance of the Agreement.

**10 - Insurance:**

The Organizer declares holding an insurance policy with a well-known solvent insurance company guaranteeing all its activities and obligations under this Agreement, and to provide Airbus, promptly upon request, with evidence of such policy.

**11 - Termination:**

**11.1 General conditions:** In the event of a breach by either Party of any provision of this Agreement, the non-breaching Party may terminate this Agreement prior to the expiration of the above term after prior written notice to the breaching Party, if such breach has not been cured within a period reasonable with respect to the Project.

Notwithstanding the above, if the Organizer violates article 6 (“Compliance”) Airbus has the right to suspend payment and terminate this Agreement with immediate effect by sending a written notice to the Organizer specifying the reason for the termination and without any liability on the part of Airbus. The Organizer will reimburse the Fees paid by Airbus, if any, promptly upon request from Airbus.

Either Party may terminate this Agreement on written notice to the other Party if the other Party enters into receivership of winding-up proceedings or any other insolvency proceedings, subject however to the sending of a formal notice to the appointed receiver or representative remaining unanswered for one (1) month or other legal term, if any.

**11.2 Termination procedures:**

As of the effective date of termination, the Organizer renounces any rights related to the terminated order and the use of Airbus’ IP Rights (unless otherwise instructed by Airbus). The Organizer shall return or destroy, at Airbus’ discretion, all material relating to the Airbus’ IP Rights or Confidential Information disclosed by one Party to the other in relation to the scope of article 13 “Confidential Information”.

Any termination of the order by Airbus for whatever reason shall be without prejudice to any rights or remedies which may have accrued to Airbus prior to termination and Airbus shall use its reasonable endeavours to mitigate its loss on any termination.

All articles in the order and these STC which by their nature should survive expiry or termination of the order shall remain in full force and effect after such expiry or termination.

**12 - Intellectual Property Rights:**

**12.1 License of Airbus’ IP Rights:** Airbus grants to the Organizer during the term of this Agreement, without the right to sub-license, a worldwide, royalty-free, non-exclusive, revocable and non-assignable license to use, including to represent, reproduce, distribute and translate the Brand, its copyrighted works or other IP Rights (“**Licensed IP Rights**”) as specified by Airbus and in line with article 12.2 “Use of Airbus Licensed IP Rights” and as further specified in the Specific Conditions for the purpose of the Project only.

All Licensed IP Rights of Airbus shall remain the sole, absolute and exclusive property of Airbus. Nothing in this Agreement shall convey, assign or transfer any further right, title or interest in or to the Licensed IP Rights of Airbus or the goodwill related thereto to Organizer except those which are specifically set out in the Specific Conditions. Any goodwill derived from the use of the licensed Airbus’ IP Rights by the Organizer shall inure to the benefit of Airbus.

The Organizer shall promptly notify Airbus of any potential infringement of Airbus’ IP Rights and support Airbus, if Airbus takes respective steps at its own discretion. Airbus shall have the full conduct of such claim.

**12.2 Use of Airbus’ Licensed IP Rights:**

The Organizer agrees to comply with and to use the Airbus Licensed IP Rights in the sole manner as represented in the Airbus Design Principles or other specific requirements as specified in the Specific Conditions or otherwise communicated by Airbus to the Organizer. Each type of use of the Airbus Licensed IP Rights on whatever kind of material by the Organizer, which displays the Airbus Licensed IP Rights, requires the prior written consent of Airbus.

**12.3. License of the Creations:**

In case that new material or new content, on whatever kind of support or media, will be created in connection with the Project (“**Creations**”), each Party remains the full and sole owner of its own respective IP Rights. Each Party grants a worldwide, royalty-free, sub-licensable, non-revocable and non-assignable license to use the other Party’s IP rights.

The organizer shall also provide Airbus the materials or tools on appropriate support and in an appropriate format to Airbus for their free usage.

**12.3.2** This license includes the right for the other Party to use, including to represent, reproduce, distribute, exploit and translate the Creation, with the exception of the right to alter or modify such Creations, and any kind of media for any purpose or destination including for commercial purposes, and without that specific approvals by the licensing Party are required, for the time period of legal duration of the respective IP Rights.

Each Party remains responsible for of its own IP Rights. The licensing Party warrants to the other Party that according to its best knowledge that it holds all necessary authorizations from third parties regarding these licensed IP Rights and that latter do not infringe any third parties’ rights, so that the other Party can freely use said Creations under this Agreement. The licensing Party indemnifies and holds harmless the other Party against any and all third party action or claim in relation to the IP rights, property and/or use of the Creations assigned to Airbus and shall indemnify and hold harmless Airbus for any damage suffered as a result of such action or claim. In this respect, each Party will bear all costs, amounts, attorney’s fees and expenses that could be incurred in relation with the own IP Rights.

Save for the sole purposes of the Project, the Organizer shall not use, on any ground whatsoever, all or part of the Creations without prior written consent of Airbus.

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**13 - Confidentiality and publicity:**

**13.1** Any and all information relating to the Agreement and communicated by Airbus to the Organizer, or to which the Organizer may have access in connection with the Agreement, and/or any information in any form, on any media, which is declared as being confidential or which can reasonably be regarded as confidential because it is by its nature, commercially sensitive or is manifestly of a confidential nature shall be referred to as “Confidential Information”.

**13.2** The Organizer shall use Confidential Information exclusively for the purpose of the Agreement. Disclosure of Confidential Information to the Organizer’s personnel shall be for the purpose of performance of this Agreement only and shall be on a strictly need-to-know basis. The Organizer shall not disclose any Confidential Information to any third party without Airbus’ prior written consent.

**13.3** The Organizer shall be under no obligation of confidentiality if it can prove that the Confidential Information was (i) already publicly known when the Organizer gained access to it or (ii) that it became publicly known through no fault of the Organizer after it gained access to it or (iii) that the Organizer was able to lawfully gain access to the Confidential Information.

**13.4** The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any Agreement and continue for a period of five (5) years after the expiry or termination of the Agreement.

**13.5** Neither Party shall make any news release or public announcement referring to the Agreement or to the other Party’s Brand, whenever they are regarded as confidential, without the prior written consent by the other Party.

**14 - Applicable Law and Settlement of Disputes:**

**14.1 Applicable Law:** This Agreement shall be governed by and construed and shall take effect in accordance with the laws of the country as stated in the Specific Conditions and by default, the Law of the country of the entity of Airbus Company placing the order, and notably with those applying to the sponsorship and donation agreements.

This Agreement is placed under the sponsorship regime. In case of unappropriated use of this Agreement, Airbus will be entitled and may decide to reclassify it in donation if it complies with the conditions stated by tax authorities and regulations.

**14.2 Amicable Resolution and jurisdictions:** In the event of a dispute, controversy or claim (“Dispute”), arising out or in connection with the Agreement, the Parties shall first endeavour to resolve such Dispute amicably within one (1) month after the date of notification by one Party of such dispute to the other Party. Should the Parties fail to do so, then such Dispute shall be exclusively and finally determined and settled by, to respect the respective applicable Law as stated above, the Courts of Paris for France, the Courts of Hamburg for Germany, the Courts of London for England and Wales, the Courts of Madrid for Spain. The foregoing shall not limit either Party’s right to obtain any equitable remedy to protect its confidential information, intellectual property or other proprietary interests.

**15 - Independent Contractors:** The relationship of the Parties under these Conditions shall be that of independent contractors. Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other Party.

**16 - Language:** These Conditions have been drawn up in English and only this language version shall be deemed authentic. Any translation of this Agreement into a language other than English shall be for information purposes only.