

**For Internal RSA® Conference Use Only:**

Confirmed Station No.:

Authorisation:

Date:

# RSA® CONFERENCE EUROPE 2009

20-22 OCTOBER | HILTON LONDON METROPOLE | U.K.

## SPONSORSHIP CONTRACT

Please complete, sign and fax all pages of this Contract to 001-617-848-8773

RSA® Conference Europe 2009 will take place at the Hilton London Metropole Hotel, United Kingdom. "Contract" is made by and between RSA® Security UK Ltd. ("RSA Conference Organiser") and the company (hereinafter "Company" or "Sponsor") set forth below and is subject to the terms and conditions set forth herein. Upon complete execution of this Contract, Company agrees to pay the Sponsorship Fee checked below in full subject to Section 9 (Payment Terms) and Section 10 (Cancellation) set forth in the Terms & Conditions attached hereto and incorporated herein by reference.

**Company:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address 2:** \_\_\_\_\_

**City:** \_\_\_\_\_

**County/Province/State:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Postal/Zip Code:** \_\_\_\_\_

**Phone and Extension (inc. country code):** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website URL:** \_\_\_\_\_

### SPONSORSHIP PACKAGE\*

Diamond £60,000 Station No.: \_\_\_\_\_

Platinum £45,000 Station No.: \_\_\_\_\_

Gold £27,000 Station No.: \_\_\_\_\_

Silver £12,000 Station No.: \_\_\_\_\_

Bronze £5,250 Station No.: \_\_\_\_\_

\* All Fees Exclude the Standard Rate Value Added Tax (VAT) for the UK and any applicable Electronic Funds Transfer (EFT) /Bank Fees.

Company shall specify no more than three Demonstration Station locations in order of preference. RSA® Conference Organiser shall make reasonable efforts to assign space as requested, but RSA Conference Organiser shall not be responsible for any liability if Company does not obtain its preferences. Before or after assignment of spaces, RSA Conference Organiser reserves the right to reallocate space in its sole discretion.

### DEMONSTRATION STATION LOCATION PREFERENCE

**1st Choice:** Station No.: \_\_\_\_\_ Price: £ \_\_\_\_\_

**2nd Choice:** Station No.: \_\_\_\_\_ Price: £ \_\_\_\_\_

**3rd Choice:** Station No.: \_\_\_\_\_ Price: £ \_\_\_\_\_

### EVENT MARKETING\* OPPORTUNITIES

**Marketing Opportunity:** \_\_\_\_\_  
Price: £ \_\_\_\_\_

**Marketing Opportunity:** \_\_\_\_\_  
Price: £ \_\_\_\_\_

### PAYMENT METHOD

Cheque  Visa  MC  PO No.

Full payment due within 30 days of invoice date

**Card No:**

□□□□ □□□□ □□□□ □□□□

**Exp. Date:** □□ / □□

**Name on Card:** \_\_\_\_\_

**Authorised Signature:** \_\_\_\_\_

**Billing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* All Fees Exclude the Standard Rate Value Added Tax (VAT) for the UK and any applicable EFT/Bank Fees.

IN WITNESS WHEREOF, this Contract (including the Terms & Conditions set forth on page 2) has been duly executed by the parties as of the latest date set forth below.

### SPONSOR

**Authorised Signature:** \_\_\_\_\_

**Name and Title (please print):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### RSASECURITY UK LIMITED

**Authorised Signature:** \_\_\_\_\_

**Name and Title (please print):** \_\_\_\_\_

**Company Name:** RSA Security UK Ltd.

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# TERMS & CONDITIONS

RSA® Conference Organiser and Company agree to the following terms and conditions:

**1. Sponsorship Rules:** Company hereby agrees to participate as a Sponsor of RSA® Conference Europe pursuant to the Sponsor Kit Guidelines, which are incorporated herein by reference, and terms and conditions of this Contract. In the event of a conflict between the Sponsor Kit Guidelines and this Contract, the terms of this Contract shall take precedence. RSA Conference Organiser reserves the right to make changes to RSA® Conference Europe 2009 including dates, times and location. RSA Conference Organiser shall: (a) make commercially reasonable efforts to inform Company of any changes within a reasonable timeframe; and (b) not be liable for damages arising from such changes.

**2. Assignment:** Company shall not assign, share or sublet all or any portion of the allocated demonstration station space nor assign or transfer any of its rights or obligations under this Agreement without prior written permission from RSA Conference Organiser, which permission shall be in the reasonable discretion of RSA Conference Organiser. Company shall submit any request for assigning, sharing or subletting demonstration station space in writing to RSA Conference Organiser no later than 1 September, 2009, which request shall set forth the name of the company(ies) or organisation(s) and a summary of the arrangements. Company acknowledges and agrees that, for failing to obtain permission as set forth in this Section 2, RSA Conference Organiser reserves the right to impose liquidated damages, and not as a penalty, in an amount equal to the number of additional non-approved companies in Company's space multiplied by the Stand Fee. Company agrees to pay such liquidated damages within thirty (30) days of written notice from RSA Conference Organiser.

**3. Disturbance:** Upon request from RSA Conference Organiser, Company shall remove any demonstration station (or element thereof) that, in RSA Conference's sole discretion, is deemed objectionable, unsafe or detracts from the Conference because of noise, method of operation, or any other reason. Company agrees not to display nor offer for sale at the Conference any products, services, or promotional materials that (a) infringe the intellectual property or other rights of RSA Conference Organiser or other third parties; or (b) disparage or depict RSA Conference Organiser or any other sponsor or exhibitor in an objectionable manner as determined by RSA Conference Organiser in its sole discretion. RSA Conference Organiser reserves the right to remove any such demonstration stations (or element thereof) in its sole discretion. In any case, RSA Conference Organiser shall not be liable for any refund or other expenses incurred by Company.

**4. RSA Conference Organiser Contractors:** RSA Conference Organiser has designated official third-party contractors (collectively, "RSA Conference Organiser Contractors") to provide certain products and/or services for sponsors at the Conference (as set forth in the Sponsor Kit Guidelines) at then prevailing rates of such RSA Conference Organiser Contractors, including, without limitation, drayage, machine moving, garbage, machinery erection, furniture, stand and floor decorations, signs, photos, telephone and Internet services, computer and audio/visual equipment, electricians, and guard services. Company authorises RSA Conference Organiser to provide contact information (including, without limitation, contact name, telephone number, fax number and email address) to such RSA Conference Organiser Contractors for purposes of soliciting such products or services. Company may engage contractors and vendors other than RSA Conference Organiser Contractors to provide products and/or services only with the prior written approval of RSA Conference Organiser, which approval shall not be unreasonably withheld. RSA Conference Organiser assumes no responsibility or liability for any of the products and/or services delivered by RSA Conference Organiser Contractors or non-RSA Conference Organiser Contractors.

**5. Website Posting:** During the months of August 2009, September 2009, and October 2009 Company agrees to display the "RSA Conference Europe 2009" logo on Company's home page on the Internet, with a link to the RSA Conference Web site. RSA Conference Organiser shall provide such RSA Conference Europe 2009 logo and usage guidelines to Company upon execution of the contract.

**6. Compliance:** Company agrees to comply with all applicable international, and local laws and regulations ("Applicable Laws") as well as all union contracts in effect among RSA Conference Organiser, RSA Conference Organiser Contractors, Hilton London Metropole Hotel and various labour organisations.

**7. Insurance:** Company agrees to acquire and maintain insurance coverage as set forth in the Exhibitor/Sponsor Kit Guidelines. Company acknowledges and agrees that RSA Conference Organiser does not maintain insurance covering Company's property and it is the sole responsibility of Company to obtain such insurance.

**8. Competing Events:** During the period from 20-22 October, 2009 Company shall not independently reserve space or otherwise sponsor or host an information security event within five kilometers of the Conference for the purpose of holding a hospitality suite, seminar or any other promotional or educational activity without the prior written consent of RSA Conference. Company acknowledges and agrees that events that conflict with previously scheduled RSA Conference Organiser activities shall be one reason RSA Conference Organiser will withhold such consent.

**9. Payment Terms:** Upon execution of this Contract, Company agrees to pay the sponsorship fee checked above subject to Section 10 (Cancellation) below. Company's fee is due in full 30 days from receipt of invoice. Prices and or Fees are exclusive of all taxes (including VAT) now in force or enacted in the future, all of which shall be paid by the Company, except for taxes imposed on RSA's Conference Organiser's income. Notwithstanding the foregoing, in no event shall Company be permitted to move in, set up or participate in the Exhibition unless this Stand Fee is paid in full by 1st October, 2009 without the prior written consent of the RSA Conference Organiser.

**10. Cancellation:** If Company executes and delivers this Contract, RSA Conference Organiser will countersign it and it will become binding on the parties. Up to November 21, 2008, Company may cancel this Contract without cause and without penalty by providing written notice to RSA Conference Organiser. Following November 21, 2008, Company may cancel the Contract without cause by written notice subject to a Cancellation Fee (as set forth below). The parties acknowledge that it is difficult to quantify damages if Company cancels the Contract (other than for a force majeure reason set forth in Section 11 below) after November 21, 2008 and have agreed that RSA Conference Organiser shall assess a cancellation fee, (the "Cancellation Fee") against Company as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Fees (as defined below) in accordance with the following scale:

Period	Percentage
November 21, 2008 to March 13, 2009	30%
March 16, 2009 to June 19, 2009	60%
After June 22, 2009	100%

Lost Fees is defined as the sum total of fees paid by Company to RSA Conference Organiser under this Contract. RSA Conference Organiser shall refund Company of remaining fees paid less the Cancellation Fee, if any, within 30 days of receipt of the cancellation notice.

**11. Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics or acute outbreaks of communicable disease, the availability of the Hilton London Metropole Hotel or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors. In such an instance, RSA Conference Organiser will review the repayment of Company's Fee on a case-by-case basis.

**12. Limitation of Liability:** RSA Conference Organiser shall not be liable to Company for any damage, loss, harm or injury to Company or its property or business resulting from fire, accident, insufficient participation or any other reason in connection with the Exhibition. RSA CONFERENCE ORGANISER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY COMPANY, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF RSA CONFERENCE ORGANISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RSA CONFERENCE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED TWO TIMES THE AMOUNT OF FEES PAID BY COMPANY UNDER THIS CONTRACT. Nothing in this clause shall operate to exclude or restrict RSA Conference Organiser's liability for (a) death or personal injury resulting from negligence; (b) gross negligence or willful misconduct or (c) fraud.

**13. Indemnification:** Company agrees to indemnify, defend and hold RSA Conference Organiser and their respective directors, officers, employees and agents harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of or caused by (a) Company's installation, removal, maintenance, occupancy or use of the Company's exhibit at the Exhibition (b) the gross negligence and willful misconduct of Company and its employees, agents or representatives or (c) the failure of Company to comply with Applicable Laws.

**14. Governing Law:** The validity, construction, and interpretation of this Agreement and the obligations of the parties hereto shall be governed by and construed in accordance with the laws of England, without regard to its choice of law principles.

**15. Miscellaneous:** This Contract constitutes the entire understanding between RSA Conference Organiser and the Company with respect to the subject matter hereof Terms and conditions set forth in any purchase order or other document provided by the Company to RSA Conference Organiser that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between RSA Conference Organiser and the Company unless specifically accepted by RSA Conference Organiser in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.