

EHA SPONSOR TERMS AND CONDITIONS 2024-2025

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Article 1 'Scope'

- 1.1. These terms and conditions are applicable to any Application Form, Sponsor Prospectus, Sponsor Agreement, or any other agreement relating to sponsoring of the EHA, including any additional agreement, addendum, or amendment.
- 1.2. Any reference or application of other (general) terms and conditions is hereby expressly excluded and explicitly rejected by EHA.

Article 2 'Definitions'

Application Form(s)	Any Application Form available on the website of EHA: including but not limited to: <ul style="list-style-type: none"> the EHA Corporate Sponsor Program Application Form, the Sponsored session Application Form, the Exhibition, Business Lounges & Meeting Rooms Application Form, the Advertising and Other sponsorship opportunities Application Forms, the Meeting Sponsors Application Form, the (online) EHA Educational Program Application Form (i.e., EHA Campus, EHA Library, EHA Masterclass, Podcasts etc.), the Research Application Form (i.e., CRTH, TRTH, CBTH, Guidelines App etc.), The EHA Lighting the Flame Program, EHA Clinical Preceptorships, The EHA Congress Report, and The EHA Research Grants.
Sponsor Agreement	Any agreement between EHA and Sponsor(s) regarding sponsoring EHA, including but not limited to: <ul style="list-style-type: none"> Congress Sponsorship Agreement, Meeting Sponsor Agreement, Corporate Sponsor Agreement, EHA Educational Program Sponsor Agreement, <i>and</i> EHA Research Sponsor Agreement.
Confirmation Letter	The letter sent by EHA (or the EHA Congress Secretariat) to a Sponsor to confirm the Congress Sponsorship Agreement and one or more Sponsor Item(s).
Congress	The annual hybrid Congress of the European Hematology Association (EHA).
Congress Center	The venue selected by EHA for the live Annual Congress.
EHA Platform	The virtual EHA Platform for the Annual Congress or Meeting.
EHA Campus	The EHA virtual learning platform with the online EHA Medical Education Program.
EHA Educational Program	The (online) EHA Educational Program consists of educational courses, content, and materials in, for example, the EHA Campus, EHA Library and an EHA Masterclass.
Congress Secretariat	INTERPLAN Congress, Meeting & Event Management AG, Landsberger Straße 155, 80687 Munich, Germany, Email: eha-industry@interplan.de.
EHA	The association with full legal capacity under Dutch law European Hematology Association, registered with the Dutch Chamber of Commerce under number 24332797.
Sponsor	The natural or legal person on behalf of which an Application Form has been submitted to EHA, on behalf of which a contribution has been made to EHA and/or the supplier of an IT-Solution.
Meeting	A physical, hybrid and/or virtual Meeting (including events and/or masterclasses) organized by EHA with the support of the Sponsor.
Sponsor Item(s)	The hybrid or virtual sponsored sessions (example: exhibition stand space, the satellite symposium slot, the additional sponsor opportunity, or participation in the EHA Corporate Sponsor Program), as set out in the applicable Application Form(s), and/or any other sponsor prospectus or (online) document by EHA.
Sponsor Prospectus	The document provided by EHA which contains sponsor information about any type of sponsorship package (for example, but not limited to, the Congress, Meetings, Mentoring Programs, EHA Campus) and which includes these EHA Terms and Conditions and the Application Form(s).

Sponsor Regulations	The document provided by EHA, which stipulates minimum set of standards for all Sponsor Item(s) and other sponsor activities.
Technical Supplier(s)	The company(-ies) contracted by EHA to coordinate the sponsored sessions and other structures or platforms.

Article 3 'Application procedure and formation of agreement'

- 3.1. The Application Form, submitted by the Sponsor, constitutes an irrevocable offer from the Sponsor to enter a binding agreement with EHA for the Sponsor Item(s) indicated on the Application Form.
- 3.2. The Sponsor agrees, as from the date of submitting the Application Form, that Sponsor is bound by the cancellation conditions as set out in article 12, in the event of cancellation of one or more Sponsor Item(s).
- 3.3. EHA has the right to reject an Application Form from a Sponsor without explanation.
- 3.4. If a Sponsor Item for which the Sponsor submitted an Application Form is not available for the Sponsor, EHA may propose one or more reasonable alternative(s) to the Sponsor, which can be accepted by the Sponsor in writing within 10 days from the date of the proposal.
- 3.5. EHA is not obliged to offer a reasonable alternative Sponsor Item.
- 3.6. In the absence of a timely acceptance within 10 days, the proposal of EHA will lapse and EHA has the right to offer and/or allocate the same reasonable alternative(s) to another party.
- 3.7. EHA and the Sponsor shall have entered a binding agreement, as soon as EHA has sent a (draft) Sponsor Agreement or a Confirmation Letter to the Sponsor.
- 3.8. If one or more Sponsor Item(s) are unavailable, the confirmation of the other available Sponsor Item(s) is not affected.

Article 4 'Obligations of the Sponsor and EHA'

- 4.1. The Sponsor abides by all relevant European and national industry standards and regulations including any applicable EU, national or local laws, regulations, Pharma Code of Practice, and other applicable guidelines. Regular cancellation fees apply when a Sponsor needs to cancel its participation due to the restrictions of one of the above (or similar) standards and regulations.
- 4.2. The Sponsor will act in accordance with the EBAH Code of Conduct, the (EHA) Sponsor Regulations and the EHA Sponsor Prospectus.
- 4.3. EHA is responsible for the control of content, the planning, implementation, and selection of presenters, moderators, researchers, and authors for all EHA's projects and activities.
- 4.4. EHA will ensure that the data will be objectively selected and presented, that both favorable and unfavorable information about any product will be fairly presented, and that there will be a balanced discussion of the prevailing body of scientific product information and alternative treatment options.
- 4.5. The Sponsor will not require EHA to accept advice concerning authors or other education matters, including content, as conditions of receiving a financial contribution.
- 4.6. The Sponsor agrees not to provide any funds directly to the presenters or authors selected for EHA's Events, projects, and activities.
- 4.7. The Sponsor will not, in any way, control the planning, content, speaker selection, selection of educational materials or execution of any activity that is funded pursuant to the Sponsor Agreement, unless the Sponsor Agreement states otherwise.
- 4.8. The Sponsor and EHA recognize that every appearance by or on behalf of them in public should exact the high standard of representativeness. Both parties abstain from behavior resulting in damage of the good reputation or interests of the other party.
- 4.9. The Sponsor is responsible for ensuring that their promotion during the Congress, Meeting or any other EHA project or activity is legally and ethically acceptable in the jurisdiction where the Congress or Meeting takes place, and any other jurisdiction directed by the promotion of the Sponsor.
- 4.10. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed.
- 4.11. The Sponsor will indemnify and keep indemnified EHA for any liability, damages and costs arising out or in connection with any claim relating to their promotions by third parties. In that respect Sponsor will

intervene in litigation against EHA at first request from EHA, to support EHA and hold EHA harmless from any third-party action.

Article 5 'Financial conditions'

The Sponsor agrees to support EHA by making a financial contribution for the Sponsor Item(s) and/or an unrestricted educational grant (funding) for the EHA Educational Programs set out in the Application Form, Confirmation Letter or Sponsor Agreement.

- 5.1. An invoice for the full amount concerned will be sent to the Sponsor by EHA or the Congress Secretariat.
- 5.2. Unless stated otherwise in the Sponsor Agreement, payment of the invoice is due within 30 days of the invoice date.
- 5.3. The Sponsor will pay the invoices received from EHA by bank transfer in Euros (€).
- 5.4. The relevant bank account details for invoices related to the (EHA) Corporate Sponsor Agreement, Meeting Sponsor Agreement, EHA Educational Program Sponsor Agreement and EHA Research Sponsor Agreement are as follows:

Bank: ABN AMRO Bank NV, The Hague, The Netherlands

Account number: 59.92.54.351

SWIFT CODE: ABNANL2A

IBAN number: NL37 ABNA 0599 2543 51

Account name: European Hematology Association

- 5.5. The relevant bank account details for invoices related to the (EHA) Congress Sponsorship Agreement are as follows:

Bank: ABN AMRO Bank NV, Amsterdam, The Netherlands

IBAN number: NL29 ABNA 0511 3567 81

SWIFT Code: ABNANL2A

Account name: European Hematology Association

- 5.6. Unless it is explicitly provided otherwise, all prices provided by EHA are exclusive of Value Added Tax (VAT).
- 5.7. Invoices will be paid within 30 days after the invoice date. In case the payment term of 30 days is exceeded, EHA will send a written reminder to the Sponsor and provide a reasonable term to solve the late payment. If the Sponsor does not meet the terms set in the reminder, EHA can charge a late payment fee of maximum 1.5% of the overdue amount and for all costs incurred by EHA in connection with the collection of the amounts due.
- 5.8. Sponsor will ensure to make all relevant publications pursuant to the Dutch Rules of Conduct for the Disclosure of Financial Relationships (*Gedragsregels openbaarmaking financiële relaties*).

Article 6 'Transparency and Conflict of Interest'

- 6.1 EHA is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws to:
 - (i) win or retain business for Sponsor,
 - (ii) improperly influence an act or decision that will benefit Sponsor; *and*
 - (iii) gain an improper advantage for Sponsor.
- 6.2 EHA ensures to keep accurate and transparent records to reflect transactions and payments. Should EHA breach or have any reason to believe that it might have breached this section, it shall inform Sponsor immediately, in writing, and cooperate with Sponsor to investigate and document the facts.
- 6.3 EHA and Sponsor especially point out that Sponsor has no interest whatsoever to exercise illegal influence on EHA, members of EHA or on healthcare professionals who may participate in EHA's activities, like the Congress or a Meeting.
- 6.4 The sum paid under the Sponsor Agreement will only be used for scientific-professional and educational purposes, and not for social events.
- 6.5 Possible profits generated from EHA's activities are invested in other activities that serve the hematology community.

- 6.6 The Board and Committee members of EHA contribute on a voluntary basis to the association's work. Expenses can be reimbursed.
- 6.7 At the request of EHA, the Sponsor shall provide EHA with information regarding the description of the Sponsor Item(s) to be included in EHA's annual accounts, annual report or any other document that shall be disclosed to third parties before the aforementioned information shall be disclosed by the Sponsor.

Article 7 'Confidentiality'

- 7.1. The Sponsor is exclusively responsible for managing confidential information of the Sponsor or confidential information that the Sponsor possesses.
- 7.2. Neither EHA nor any third party used by it is responsible and liable for the disclosure of confidential information of the Sponsor or confidential information that the Sponsor possesses.
- 7.3. EHA has made and may make available to the Sponsor proprietary and confidential information belonging to EHA including and without limitation business, technical, strategic- and economic information, and samples and information derived from any of the foregoing ('**Confidential Information**') as EHA, in its sole discretion, determines appropriate in connection with the transactions contemplated by these Terms and Conditions.
- 7.4. During the term of the Sponsor Agreement and thereafter, the Sponsor agrees:
- to maintain the Confidential Information in confidence,
 - to limit access to the Confidential Information to only those of its personnel who reasonably require access to the Confidential Information,
 - not to disclose the Confidential Information to any third party without the express, prior written consent of EHA,
 - not to use the Confidential Information in any way other than for the fulfilment of this Agreement;
and
 - upon EHA's written request, to promptly return or destroy the Confidential Information, including all copies of and materials incorporating the Confidential Information.

Article 8 'Data Protection'

- 8.1. The Parties will comply with the applicable legislation on privacy and data protection, including but not limited to the General Data Protection Regulation 2016/679 (GDPR) as well as any and all other European and national regulations governing the protection of personal data applicable at any point in time with regard to every processing of personal data (any information relating to an identified or identifiable living natural person) in the performance of the Agreement.
- 8.2. Parties will each qualify as an independent data controller in the meaning of the applicable legislation on privacy and data protection regarding the processing of personal data in the performance of the Agreement. Each Party shall be responsible for its own processing of personal data in accordance with the GDPR.
- 8.3. Parties will treat all personal data processed under this Agreement between Parties as confidential.
- 8.4. Any transfer of personal data to countries that are not recognized as providing adequate protection measures for personal data processing outside the EU or the EEA will only be allowed if Parties have agreed on adequate safeguards.
- 8.5. Both Parties shall implement appropriate technical and organizational measures to meet the requirements of the GDPR
- 8.6. In case of a personal data breach under this Agreement which involves personal data received from the other Party, the Party where the personal data breach occurs or the Party that becomes aware of the personal data breach will notify the other Party as soon as possible and Parties will provide each other with assistance insofar as this is reasonably possible. A personal data breach refers to: a personal data breach as defined in article 4 paragraph 12 GDPR and further determined by articles 33 and 34 of the GDPR.
- 8.7. Within 30 days after termination of this agreement, Parties shall destroy any received personal data in their possession or control
- 8.8. If at any time this Agreement needs to be modified or supplemented in order to comply with the applicable legislation on privacy and data protection, any guidelines of the European Data Protection Board or guidelines, binding instructions or orders of any relevant data protection supervisory authority,

especially in respect of the roles of Parties under the applicable legislation on privacy and data protection, the Parties will cooperate and negotiate in good faith with a view to agreeing such modifications and/or additional arrangements or agreements as soon as possible.

Article 9 'Intellectual Property Rights'

- 9.1. The Sponsor agrees it shall not use any trademarks, logos, service marks or trade names under any circumstances belonging to EHA or third parties (including, but not limited to, publicity releases, websites, marketing materials and customer lists), without the prior written approval of EHA.
- 9.2. EHA shall be the sole and exclusive owner of the EHA Platform and all content and associated Intellectual Property rights.
- 9.3. The Sponsor agrees to and hereby does assign to EHA a use of right for the materials used by the Sponsor in relation to the EHA Congress or Meeting(s).
- 9.4. The Sponsor guarantees that all Services (and all associated IP Rights) are free of any employees', subcontractors' or other third-party rights to the fullest extent permitted by law, including but not limited to, inventor's rights of remuneration and any other ancillary rights.

Article 10 'Liability, Indemnity and Insurance'

- 10.1. EHA is not responsible or liable for expenses, losses and damages of any kind incurred or sustained by the Sponsor or other Contractual party, or any harm or injury to any person(s) connected thereto, irrespective of where, when, and how these expenses, losses, damages, harm, or injury may have occurred, and irrespective of who caused such damage, except such as may arise from EHA's willful misconduct or gross negligence.
- 10.2. Notwithstanding the above, the liability of EHA is in any event limited to the total amount paid by the Sponsor or other Contractual party to EHA under the Sponsor Agreement or any other agreement concluded by EHA, in the first year that the damage was sustained.
- 10.3. EHA is in any event not responsible or liable for (virtual) work performed for it by third parties.
- 10.4. EHA is not responsible or liable for the correct operation of any or part of the technical installations at the Congress or Meeting and cannot be held liable for damages of any kind incurred by the Sponsor, caused by insufficient or incorrect operation of these technical installations or parts thereof, except such as may arise from EHA's willful misconduct or gross negligence.
- 10.5. Under no circumstances shall EHA be liable for indirect, incidental- or consequential damage arising as a result of the use of the (online) Sponsor Item(s), EHA Platform or additional services, including but not limited to the unavailability of the (online) Sponsor Item(s) and/or the EHA Platform.
- 10.6. To the extent permitted under the applicable law, EHA shall not be liable for any loss, damage or fines imposed by regulatory bodies as a result of or relating to the (online) Sponsor Items and/or EHA Platform, including but not limited to loss of data, income, profit, or other economic advantages.
- 10.7. The Sponsor accepts full responsibility and liability for the repair of any damage directly or indirectly caused by the Sponsor to the property of the EHA Platform, Congress Center, Meeting venue or third parties.
- 10.8. The Sponsor will hold harmless and undertakes to indemnify EHA in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages, or liabilities, including bodily injury, harm, or death, arising from or in connection with the construction, decoration, operation, activity or dismantling by the Sponsor or its subcontractors, of the Sponsor Item(s) (in particular of the stand space and/or booth) during the exhibition.
- 10.9. The Sponsor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by EHA as a result of the Sponsor not complying with the Agreement, as far as the appropriate Dutch Court does not decide otherwise.
- 10.10. The Sponsor shall adequately insure all their property, personnel and instructed third parties for all damages to their property or personnel, and all damages to the Congress Center's property or other third parties caused by their properties, themselves, or their personnel.

Article 11 'Assignment'

- 11.1. EHA is entitled to engage third parties for the performance of her obligations under the Sponsor Agreement.
- 11.2. The Sponsor Agreement and the rights and obligations of the Sponsor thereunder may not be assigned, transferred, or delegated by the Sponsor to third parties.
- 11.3. The Sponsor shall ensure that these Terms and Conditions and the EHA Sponsor Regulations shall also apply to the assigned third parties.

- 11.4. The Sponsor may only assign the Sponsor Agreement, with prior written consent of EHA, to:
- (i) any of its affiliates,
 - (ii) its successor (including the survivor company of any consolidation or merger), or
 - (iii) its assignee of all or substantially all its business ("the New Sponsor").
- 11.5. If EHA has agreed to such an assignment and the New Sponsor does not fulfill its obligations under the Sponsor Agreement, the Sponsor and the New Sponsor shall be jointly and severally liable for the damage resulting there from.

Article 12 'Cancellation & conversion policy'

- 12.1. Notification of the Sponsor to cancel or convert one or more Sponsor Item(s) must be submitted to EHA in writing (Koninginnegracht 12b, 2514 AA The Hague, The Netherlands, email address: sponsorship@ehaweb.org).
- 12.2. The effective date of cancellation or conversion of a Sponsor Item will be the date on which EHA receives the written notification from the Sponsor.
- 12.3. **Congress Sponsorship Agreement:** In case of cancellation of one or more Sponsor Item(s) under the Congress Sponsorship Agreement by the Sponsor:
- (i) on or before January 19, 2025, 40% of the price for the cancelled Sponsor Item(s) is payable by the Sponsor;
 - (ii) after January 19, 2025, 75% of the price for the cancelled Sponsor Item(s) is payable by the Sponsor;
 - (iii) after March 15, 2025, 100% of the price for the cancelled Sponsor Item(s) is payable by the Sponsor.
- 12.4. **Meeting Sponsor Agreement:** In case of cancellation of one or more Sponsor Item(s) under the Meeting Sponsor Agreement:
- (i) As of signing the agreement until three months before the event, 40% of the total sponsor amount will be retained by EHA.
 - (ii) As of three months before the event, 75% of the total sponsor amount will be retained by EHA.
 - (iii) As of six weeks before the event no refunds will be made.
- 12.5. **EHA Educational Program Sponsor Agreement** or **EHA Research Sponsor Agreement:** In case of cancellation of one or more Meeting under the EHA Educational Program Sponsor Agreement or EHA Research Sponsor Agreement:
- (i) As of signing the agreement until three months before the event, 40% of the total sponsor amount will be retained by EHA.
 - (ii) As of three months before the event, 75% of the total sponsor amount will be retained by EHA.
 - (iii) As of six weeks before the event no refunds will be made.
- 12.6. EHA may at its own discretion decide to release the Sponsor from its obligation to pay the cancellation fee as referred to in article 12.3 and 12.4.
- 12.7. EHA reserves the right to advance, postpone, and/or change the location, size, and/or the layout of the Sponsor Item. EHA is not liable for any of the consequences of such and the Sponsor has no right to a refund of the amount paid.
- 12.8. EHA may at its own discretion decide to change the format of the Congress or Meeting in order to have a full virtual Congress or Meeting, without any liability or paying any refund to the Sponsor.
- 12.9. EHA reserves the right to convert the Sponsor Item(s) from hybrid to virtual Sponsor Item(s). The Sponsor can be offered a (partial) refund of the sponsorship amount paid under the Sponsor Agreement.
- 12.10. Should a Sponsor Item be cancelled by EHA and not converted into a virtual Sponsor Item, EHA will refund the sponsorship amount as agreed upon by parties in the Sponsor Agreement.
- 12.11. Should the Congress or Meeting not be held or cancelled due to reasons within the sphere of EHA or other reasons, EHA will at its own discretion:
- offer participation in a new event within two years from the date cancelled at no extra costs; or
 - offer a refund of the amount paid under the Sponsor Agreement, such a refund shall never exceed the maximum amount as agreed upon by parties in the Sponsor Agreement.

Article 13 'Violation EHA Policy'

13.1. In case of violation to adhere to these Terms & conditions, the EHA Sponsor Regulations, the Sponsor Agreement or the EBAH Code of Conduct, EHA reserves the right to the following penalties which include, but are not limited to:

- Reduce the violating Sponsor's priority points,
- Prevent participation in future satellite symposia and/or exhibitions,
- Prevent access to ancillary meeting space in future years
- Prevent the Sponsor from participating as a Sponsor in future years,
- Keep possession of the goods of the Sponsor, present in the Congress Center, or have them stored at the expense and risk of the Sponsor in order to promote those obligations under the Agreement will be met without any previous intervention of a Court; *and/or*
- Place the collection of the amounts due by the Sponsor in the hands of a third party and charge to the Sponsor all costs both in and out of court attendant upon the collection of the amounts due, whether or not increased with the legal rate of interest applicable, as from the date the amounts are due.

Article 14 'Force Majeure'

14.1 Each Party shall promptly notify the other Party upon becoming aware that a *Force Majeure* Event has occurred or is likely to occur and shall use its reasonable best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

14.2 Neither Party shall be liable for any delay resulting from a *Force Majeure* Event and relevant performance dates shall be extended to the extent of any such delay.

14.3 For purposes of this Agreement, "*Force Majeure Event*" means, with respect to either Party, any strike or other labor dispute, riot, war, act of terrorism, any natural disaster, fire, explosion, epidemic, act of government or governmental agency or instrumentality, consequences of Covid-19 crisis or other contingency beyond the reasonable control of either party, which in any such case interferes with, or prevents, the fulfillment by such party of its obligations hereunder.

Article 15 'Termination'

15.1. Parties only have the right to terminate the Sponsor Agreement immediately, without being liable in any way, if the other party:

- (i) applies for a letter of license, is adjudged bankrupt, or goes into liquidation; or
- (ii) fails to perform its obligations under the Corporate Sponsor Agreement, the EHA Terms and Conditions, the EHA Sponsor Regulations and/or the EBAH Code of Conduct,
- (iii) or does not perform them properly or in time,
- (iv) and - if performance of the obligation(s) concerned is still possible - this failure is not remedied within 14 days after called upon by the party claiming performance.

15.2. **Corporate Sponsor Agreement:** In the event of an intermediate termination of the Corporate Sponsor Agreement by the Sponsor for a reason as set forth in article 14.1, the Sponsor is only entitled to a pro-rata part repayment of the sum paid under the Corporate Sponsor Agreement, in accordance with the calculations of EHA, if the reason for termination is caused by willful misconduct or gross negligence on the part of EHA. The Sponsor is not entitled to a repayment in the event of an intermediate termination of the Agreement by EHA.

15.3. **Research Sponsor Agreement:** In the event of an intermediate termination of the Research Sponsor Agreement by the Sponsor for a reason as set forth in article 14.1, the Sponsor is only entitled to a pro-rata part repayment of the sum paid under the Research Sponsor Agreement, in accordance with the calculations of EHA, if the reason for termination is caused by willful misconduct or gross negligence on the part of EHA. The Sponsor is not entitled to a repayment in the event of an intermediate termination of the Agreement by EHA.

15.4. **Congress Sponsorship Agreement:** Whenever the Sponsor fails to meet his/its obligations under the Congress Sponsorship Agreement, EHA has the right, without prior notice or prior proof of default, to

immediately terminate the Congress Sponsorship Agreement without liability for any damages, direct or indirect, incurred by the Sponsor as a result of such termination. In the event of termination, all sums paid by the Sponsor under the Congress Sponsorship Agreement shall be forfeited.

- 15.5. **EHA Educational Program Sponsor Agreement** and **EHA Research Sponsor Agreement**: Whenever the Sponsor fails to meet his/its obligations under EHA Educational Program Sponsor Agreement or EHA Research Sponsor Agreement, EHA has the right, without prior notice or prior proof of default, to immediately terminate the EHA Educational Program Sponsor Agreement EHA Research Sponsor Agreement without liability for any damages, direct or indirect, incurred by the Sponsor as a result of such termination. In the event of termination, all sums paid by the Sponsor under the EHA Educational Program Sponsor Agreement or EHA Research Sponsor Agreement shall be forfeited.

Article 16 'Miscellaneous'

- 16.1. **Amendment**. An amendment, modification, or supplement of any provision of the Application Form, Sponsor Prospectus, Sponsor Agreement, or any other agreement with EHA shall only be possible and valid insofar as all parties have given their consent in writing or electronically. EHA is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Sponsor.
- 16.2. **Notice**. Any notice required under the Sponsor Agreement shall be given in writing by means of a letter or e-mail directed to the EHA Sponsorship Department, Koninginnegracht 12b, 2514 AA, The Hague, the Netherlands, or sponsorship@ehaweb.org.
- 16.3. **Conflict**. In the event of any conflict between the Sponsor Agreement, Sponsor Prospectus, Sponsor Regulations and the EHA Terms and Conditions, the EHA Terms and Conditions will prevail.
- 16.4. **Waiver**. Failure to exercise any right granted pursuant to the Sponsor Agreement shall in no event be deemed to constitute a waiver of any right by EHA.
- 16.5. **Entire agreement**. These EHA Terms and Conditions, the Application Form, the Sponsor Prospectus, the Sponsor Agreement, EHA Sponsor Regulations and/or any other any other agreement form the entire agreement between EHA and the other party.

Article 17 'Applicable law & court'

- 17.1. These EHA Terms and Conditions, the Application Form, the Sponsor Agreement and any other any other agreement with the EHA are governed by, and construed in accordance with, the laws of the Netherlands.
- 17.2. Any dispute or claim arising from or in connection with these EHA Terms and Conditions, the Application Form, the Sponsor Agreement and any other any other agreement with the EHA shall be exclusively submitted to the District Court of The Hague, The Netherlands.
