TERMS AND CONDITIONS

1 / Introduction ● These Terms and conditions and the Order form to which they are attached (together the "Agreement") set out the terms on which you (i.e. the Sponsor) agree to sponsor the International Conference on High-Entropy Materials (the "Event") held from 27 June to 1st July 2027 (the "Term"). Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the order form, you agree to be bound by the terms of the Agreement.

Defined terms in this Agreement shall have the meaning given to them on the Order form or else within these Terms and Conditions. References to "we", "us" and "our" shall be references to SFV. In light of the meaning given above to "you", references to "your" shall be construed accordingly.

2 / Grant of rights ● We grant to you:

- the Sponsor Benefits (as defined on the Brochure); and
- a non-transferable, non-exclusive, royalty-free license to use the Event logos provided to you in accordance with clause 4 solely to promote your sponsorship of the Event.

You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable license to use your logos provided to us in accordance with clause 3:

- until the end of the Term to promote and exploit the Event; and
- for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

In the event that you change the Sponsor logo at any time during the Term, you agree that we shall not be obliged to make any consequential changes to materials that include the Sponsor logo produced by us or on our behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

If for any reason, we are unable to deliver any of the Sponsor benefits, we will inform you as soon as reasonably practicable. We may substitute alter-native benefits in respect of the same Event to an equivalent value of the relevant Sponsor benefits without any liability to you.

You acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Sponsor Benefits).

3 / Your obligations ● You commit to:

- support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event.
- ensure your personnel exercise the Sponsor benefits in accordance with the terms of this Agreement.

You shall, within seven days of signature of this Agreement by both parties, supply us with examples of the Sponsor logo in a suitable format.

You undertake that any Client literature will:

- comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
- comply with any instructions or directions issued by or on behalf of us;
- not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and
- include any legal or good practice notices as required by us from time to time.

You shall not do, or omit to do, (and you shall procure that none of your employees, agents or contractors shall do, or omit to do) anything which may:

- bring the Event or the other party into disrepute;
- disparage the Event or us;
- damage our goodwill associated with the Event; or
- be otherwise prejudicial to the image and/or reputation of the Event or us.

You shall not engage in joint promotions with any third party in relation to the Event without our prior written consent.

4 / Our obligations ● We shall provide the Sponsor benefits and organize the Event using reasonable skill and care and will consult with the Sponsor representative (as set out on the Order form) on aspects of the Event where we deem it appropriate to do so.

The Sponsor Benefits are personal to you and we are not obliged to provide the Sponsor benefits (or any part of them) to any other entity or person.

We shall, within seven days of signature of this Agreement by both parties, supply you with examples of the Event Marks in a suitable format.

5 / Sponsorship fee ● In consideration of us providing the Sponsor benefits, you shall pay to us the Sponsorship fee in accordance with the Payment schedule, and to the account specified on the Order form.

If the Sponsorship fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsor benefits. For the avoidance of doubt, you shall not be permitted entry to the Event unless full payment has been received by us.

Unless otherwise agreed between the parties, where the Sponsorship fee is payable in one instalment such payment shall be due and payable immediately on signature of the Order form.

Without prejudice to any other rights and remedies available to us if payment is not made in accordance with clauses above, interest on the overdue balances (including any period after the date of any judgement or decree against the Customer), and late payment fees, fall due and payable.

The Sponsorship fee is exclusive of any applicable sales tax (including but not limited to, VAT) which shall be paid by you at the rate from time to time in force.

6 / Intellectual property rights ● The parties acknowledge as follows:

- all intellectual property rights (including, but not limited to, copyright, trademarks and design rights) in the Sponsor logo shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Sponsor logo; and
- all intellectual property rights in the Event Marks shall be solely and exclusively owned by us, together with any goodwill therein, and you shall not acquire any rights in the Event Marks.

All intellectual property rights in or arising out of or in connection with the Event (including but not limited to any rights accruing in the Event Marks) shall be owned by us but always without prejudice to this clause.

You shall indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of your intellectual property rights in accordance with the Agreement (including without limitation the Sponsor logo) infringes any intellectual property rights of any third party.

7 / Cancellation, postponement & force majeure ● SFV shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the Event, may have an adverse effect on the commercial success of the Event), in its sole discretion, be entitled to cancel or postpone the Event. SFV shall give written notice to the Sponsor of its decision as soon as reasonably practicable, and upon receipt of such notice:

- in the case of cancellation of the Event the Sponsor shall be entitled to terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as SFV may reasonably calculate; or
- in the case of postponement of the Event: (i) where the new Event date is less than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship fee to another SFV event; or (ii) where the new Event date is more than 2 months, but less than 12 months away from the original Event Date: elect to apply the Sponsorship fee (whether or not paid to SFV) to another SFV event, provided that the date of such event is not greater than 12 months from the date of cancellation; or terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as SFV may reasonably calculate; or (iii) where the new Event date is more than 12 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as SFV may reasonably calculate.

For the avoidance of doubt, where the Sponsor elects to apply the Sponsorship fee to another SFV event, SFV is under no obligation to provide the same Sponsor benefits for the same Sponsorship Fee.

SFV shall not be deemed to be in breach of this Agreement or otherwise liable to the Sponsor for any failure or delay in performing its obligations under this Agreement as a result of an event or series of connected events outside the reasonable control of SFV (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness).

No refunds will be given in respect of any cancelations. The Sponsor acknowledges that these charges represent a genuine pre-estimate of SFV's losses.

8 / Term and termination ● This Agreement shall take effect on the date that you sign the Order form and shall continue until completion of the Event (the "Term"), unless terminated early in accordance with its terms.

Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:

- has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within 14 days of being required to do so by written notice; or
- ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

9 / Limitation of liability ● Our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Event, shall be limited to the Sponsorship fee paid by you.

We shall not be liable to you for: (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

10 / Confidentiality ● Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature (which shall include details of the Sponsorship fee) and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.

11 / General ● This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

You may not assign, sub license or otherwise transfer any of your rights or obligations under this Agreement without our prior written Agreement.