6th Mergers and Acquisitions in the Technology Sector Conference
23 – 24 March 2023, Berlin, Germany
## Sponsorship opportunities

**Non-law firms only**

**ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE**


<table>
<thead>
<tr>
<th>Benefits</th>
<th>Headline conference sponsorship £6,000</th>
<th>Associate conference sponsorship £4,000</th>
<th>Exhibitor display table £1,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complimentary sponsor delegate passes. Sponsor delegate passes, given away as part of a sponsorship agreement, cannot be used by speakers, moderators, panellists, Chairs or Co-Chairs, press, adjudicators or anyone listed in the programme. Complimentary delegate passes can only be used by a representative of the sponsoring company in their capacity as a delegate. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.</td>
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<td>Sponsor logos to appear on all conference promotional materials from date of booking. (Logo to be supplied in EPS Vector format)</td>
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<tr>
<td>Sponsor logo on the cover of the online and final programmes</td>
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<td>Sponsor logo to appear on general conference signage</td>
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<td>Sponsor/exhibitor logo and link on the conference website</td>
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<td>Sponsors acknowledged via IBA Linkedin accounts</td>
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IBA sponsorship packages do not include speaking opportunities. Speaking opportunities cannot be linked to sponsorship discussions or financial arrangements. Neither officers, nor representatives of the Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship or financial agreement. Please notify Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org if you are asked to sponsor a conference or event as a condition of an invitation to speak at the conference.

Should you wish to be considered for a speaking position at an IBA Conference, please email conferences@int-bar.org stating the conference of interest and ask to be put in touch with the relevant Conference Chair.

For further information on sponsorship please contact Andrew Webster-Dunn on andrew.webster-dunn@int-bar.org or telephone on +44 (0) 207 842 0090
## Sponsorship opportunities

**Available to all**

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Assignment of sponsorships
All sponsorships are non-exclusive and non-negotiable.

Interpretation and definitions
In this agreement, unless the context otherwise requires, the following definitions apply:
1. ‘sponsorship’ includes Headline Conference sponsor, Associate Conference sponsor, Headline social event sponsor, Exhibitor display table or any other category named by the IBA.
2. ‘sponsor’ means an organisation that is named as one of the Headline Conference sponsors, Headline social event sponsors, Exhibitor display or any other category named by the IBA.
4. ‘GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended or replaced from time to time.
5. ‘Data Protection Law’ means the GDPR and all other national, international or other laws related to data protection and privacy that are applicable to any territory where IBA or Sponsor processes personal data or is established.

Application/cancellation of sponsorship
Applications to sponsor a social event or exhibit at an IBA specialist conference must be made by clicking on the appropriate link in this pack and completing the relevant online booking form.

Exhibitor/sponsorship packages, including benefits and costs cannot be shared between firms or companies. No discount or refund will be given for non-use of benefits by the sponsor associated with a sponsorship package.

Should the sponsor wish to withdraw from being a sponsor of the chosen IBA specialist conference after placing an order, the sponsor will be liable to pay the following amounts:

• Cancellation after Sponsor logo is placed on the relevant IBA specialist conference page: 50 per cent of the agreed value of invoice.
• Cancellation 30 days prior to the conference commencement date as shown on the relevant conference webpage, 100 per cent of the agreed value of invoice.

Cancellation of sponsorship must be directed in writing to:
Andrew Webster-Dunn, Head of Sponsorship, International Bar Association,
5 Chancery Lane, London, WC2A 1LG

Invoicing
We are now issuing pro-forma invoices rather than final invoices as we recognise income on a cash receipts basis, as such we cannot issue an invoice until the pro-forma invoice is paid. This is a recognised practice by HMRC as per guidelines published in 1976 (see below) and allows us to comply with the VAT regulations imposed on us by the UK authorities. Pro-forma invoices will be sent within 48 hours of the booking being placed. The invoice and receipt will be issued as soon as payment is received, the pro-forma invoice contains all the details that would be included on an invoice, including the VAT rate charged it just has the words pro-forma instead of invoice.

HMRC Published Guidelines (since 1970)
If you need to issue a sales document for goods or services you have not supplied yet, you can use a pro-forma invoice. A pro-forma invoice is a valid invoice requiring your payment. A pro-forma invoice IS NOT a VAT invoice (you will receive one of those automatically on payment)

All invoices must be paid within 30 days of the date on the invoice or no later than 30 days prior to the conference start date. Invoices remaining unpaid at the commencement of the conference must be paid in full at the conference before delegate and or exhibitor passes are released. For the avoidance of doubt, you shall not be permitted entry to the Conference unless full payment has been received by us.

No deductions or withholdings
All fees payable to us by you in accordance with the terms contained in this information section shall be paid free and clear of all deductions or withholdings whatsoever. If any deductions or withholdings are required by law to be made from any fees payable to us by you under the terms contained in this ‘Information’ section you shall remit such sums as shall thereby be payable to us with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

If we obtain the benefit of any tax credit or other relief by reference to any such deductions or withholdings, then we shall repay to you such amount as, after such repayment has been made by us, will leave us in no worse position than we would have been had no such deductions or withholdings been required.

Contract acceptance
The acceptance of the booking shall be at the discretion of the IBA, and upon acceptance, becomes a contract. By completing the online booking form, the sponsor agrees to comply with all of the terms and conditions contained in this document. The IBA reserves the right to refuse or deny sponsorships to prospective companies, with no explanation.

Mailing lists
The IBA does not provide mailing list for any of its conferences.

Sponsorship and speaking at an IBA conference
Under IBA Policy, speaking opportunities at an IBA conference or event CANNOT be linked to exhibiting or sponsorship discussions. Neither Officers, nor representatives of the IBA Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship agreement. If you are invited to speak at an IBA conference; and told that a condition of this invitation is that you MUST also pay to exhibit or be a sponsor at the conference, please email Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org sending proof of the agreement. If it is proven in writing that being exhibitor or sponsor is a condition of your speaking invitation, the necessary steps will be taken to reimburse your sponsorship funds and provide you with the sponsorship benefits.

Conference Chair and Co-Chairs
Conference Chair and Co-Chairs are not authorised to agree sponsorship programmes, costs or benefits. Any sponsorship arrangements made by a Conference Chair and Co-Chairs of the said conference will be subject to agreement to comply with the provisions of this ‘Information’ section.

Complimentary sponsor delegate badges
Sponsor delegate badges, given as part of a sponsorship agreement, cannot be assigned to speakers, panelists, moderators, Conference Chair or Co-Chairs, press, adjudicators or anyone listed in the programme as speaking in any capacity. A sponsor delegate badge can only be used by a representative of the sponsoring company in their capacity as a delegate. Sponsor delegate badges cannot be used by consultancy companies linked to a law firm. Delegate badges cannot be shared by multiple people. Delegate badges must be worn and visible at all times and cannot be altered. Sponsor delegate badges entitle the delegate to the same benefits as a paying delegate. Sponsor delegate badge holders may attend all non-ticketed social events, sessions and purchase tickets to any other IBA ticketed social events. The delegate badge is valid for the duration of the conference, for the named delegate. A Sponsor delegate online registration form must be completed by the sponsor in order to obtain the Sponsor delegate badge. Notification of changes to delegate details must be sent via email to andrew.webster-dunn@int-bar.org no later than five working days prior to the commencement of the conference. No amendments will be made at the event, only the people on the registration form may attend. Any failure to attend a ticketed social event will render invalid the badge. No discount or refund will be given for non-use of complimentary delegate passes.

IBA best practices policy for attendees, exhibitors and sponsors
IBA provides opportunities for sponsors to have direct exposure to conference attendees during the sponsored conference defined in this document. All conference sponsors are expected to abide by the following policy: (1) conference sponsors will not contact any other company’s investment by competing with the sponsored event, e.g., the hosting of an event at the same time as an IBA sponsored event; (2) conference sponsors will not interfere with another sponsor’s or exhibitor’s communication with an attendee communication, either directly or indirectly, e.g., the distribution of brochures or other collateral outside of a designated area/exhibit booth. These and other similar actions will be considered unacceptable, and will be prohibited except with the explicit written permission of IBA. All attendees, regardless of whether they sponsor, exhibit or network at an event, are subject to the guidelines of this policy. Attendance at the conference signifies agreement to this policy and subsequent consequences if violated.

Exhibitors and the exhibition hall
Law firms cannot exhibit or distribute literature promoting their firm at an IBA specialist conference. Exhibitors are not permitted to sublet, promote or distribute books, magazines, journals or printed literature promoting products or services which are not owned, produced or published by the paying exhibitor. Exhibiting companies are not permitted to distribute promotional material of other law firms or law firm associations. Exhibitors found to be in breach of the above clauses will be instructed to stop or risk expulsion from the exhibition hall.

Exhibitor attendance and badges
The maximum number of exhibitor passes allocated per booth is two, no exceptions will be given. Exhibitor badge holders may not use a pro-forma invoice as a VAT invoice and require your payment. A pro-forma invoice IS NOT a VAT invoice (you will receive one of those automatically on payment).

Exhibitor badge holders must be employed by the exhibiting company. Each exhibitor must wear an official IBA conference badge. Exhibitor badges cannot be transferred to another person at the conference. Only those registered prior to the conference may attend the event. Any other non-registered attendees will be asked to leave. Exhibitor passes must not be altered or covered. The exhibitor pass is valid for the duration of the conference. With the exception of the first or only conference registration, exhibitors are not permitted to enter any other conference social events. Lunches and refreshment breaks are not provided as part of an exhibition or sponsorship package, therefore, exhibitor personnel are not permitted to attend lunches or refreshment breaks; those who do will be asked to leave. Exhibitors are not permitted to invite guests to the conference or exhibition. Notification of changes to exhibition staff must be sent via email to andrew.webster-dunn@int-bar.org no later than five working days prior to the commencement of the conference. No additional badges will be issued at the event.

Exhibitor use of space/promotional materials
When exhibiting all solicitation, demonstration or other promotional materials must be confirmed to the limits of the area assigned. No sponsor can distribute promotional materials in a break out room or session. Literature on display shall be limited to reasonable quantities. A company’s promotional materials should not interfere with another company’s sponsorship or exhibit. A sponsor is prohibited from distributing copyrighted materials. Law firms and organisations that provide legal advice as part of their day-to-day business cannot distribute promotional materials regarding their firm, partners, employees or exhibit at an IBA conference. Any space not claimed and occupied for which no special arrangements have been made by noon on the day of the conference, may be removed by IBA to eliminate space allocated to an exhibit hall. The IBA will not refund any part of the booth rental and exhibitors will be liable for the full rental amount.

Scheduled exhibition dates and hours
Scheduled exhibition times are from 08:00hrs through to the end of the last working session specified in the programme for each day.
Exhibitors must have display materials unpacked and ready for display, with all packaging cleared away before 08:00hrs on the commencement date of the conference. No work will be permitted once the conference registration desk has opened and the first delegate has arrived. Installation can be completed once delegates have begun the first session.

Booth construction and arrangement
IBA arranges for the erection of necessary draped tables of uniform style. All exhibits must be confined to the special limits of the booth as indicated on the floor plan or by the IBA conference organisers. The exhibition booth rental fee includes a table measuring approximately 6' x 2' and two side chairs. No part of the display, except equipment therein, is permitted in excess of 8’ in height without prior permission granted by the IBA. Booths shall not present an objectionable side appearance when viewed from adjoining booth areas. All exhibitor displays must stay within the parameters of the space allocated.

Care of exhibition space and building
The exhibitor shall care for and keep occupied space in good order. Special cleaning and dusting of the booth and display equipment and materials will be the exhibitor’s responsibility. Exhibitors may not place anything in the exhibition space common areas. Exhibitors, or their agents, must not injure or deface the walls or floors of the building. When such damage appears, the exhibitor is liable to the owner of the property so damaged. Electrical wiring must conform to the health and safety regulations of the country in which the event is held. Combustible materials or explosives are not permitted in the exhibition area. All exhibits shall serve the interests of the members of IBA and be operated in a way that does not detract from other exhibits or the conference. Conference management determines the acceptability of persons, things, conduct, sound equipment and/or printed material and reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of IBA. In the event of such restriction or eviction, IBA is not liable for any refund of exhibition fees or any other exhibition-related expenses.

Exhibition freight
Exhibitors are responsible for the delivery and removal of their freight to and from the conference venue. The IBA is unable to assist in the shipment of materials to and from the conference. All freight shall be labelled by the exhibitor and not by the IBA. The IBA will not be held responsible for the loss of any freight materials, especially those incorrectly labelled. Information on shipping can be obtained by contacting Andrew Webster-Dunn at andrew.webster-dunn@int-bar.org and +44 (0)20 7842 0090.

Removal of exhibits
No exhibit shall commence dismantling or packing product before the end of the final coffee break on the last day of the conference. It is the responsibility of each exhibitor to arrange with the conference venue for the storage of materials until collection by the exhibitor or carrier. The exhibitor will not act on behalf of the IBA for the collection of any freight. All materials remaining after the conference closes or at a time specified by an IBA representative, will be removed and destroyed by the conference venue staff, if arrangements have not been made for storage or collection. The IBA will not be held responsible for any items left behind.

Sales, samples and souvenirs
No goods are to be sold for delivery on the floor. Orders may be taken for future delivery. Free samples or souvenirs may be given away at your designated booth only. The placing of unauthorised promotional literature or gifts at an IBA conference or associated event, is strictly prohibited. All unauthorised gifts will be removed and in the first instance returned to the representative of the relevant company. All subsequent; items will be removed and disposed of without notification.

Insurance
All exhibitors MUST obtain insurance coverage against damage or loss and public liability insurance against injury to the person or property of others. Exhibitor materials should be covered from the time they are shipped, through move-in, exhibit dates, move-out and until all materials have been received at the point of origin. The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor’s display, equipment and other property brought upon the premises of the venue and shall indemnify and hold harmless the IBA from any and all such damages, damages and claims.

Liability
Exhibiting companies assume entire responsibility and hereby agree to protect, indemnify, defend and hold the IBA and its employees and agents harmless against all claims, losses and damages to persons or property, government charges or fines and attorney fees arising from or caused by the exhibitor installation, removal, maintenance, occupancy or use of conference premises or a part thereof, excluding any such liability caused by the sole negligence of the venue, its employees and agents.

Compliance
The exhibitor agrees to abide by and comply with all the Terms & Conditions, including any amendments that conference management may make from time to time. In addition to this document, the exhibitor further assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorised local, state and federal governing bodies concerning fire, health and safety, as well as the national regulations of the operators of and/or owners of the property where the conference is held.

Social event sponsors
Sponsors of IBA social events are NOT permitted to erect or display signage, or distribute gifts or promotional literature of any kind. No speeches by sponsors are permitted during the sponsored event. The collection of delegate data at an IBA social event is strictly prohibited.

Conference signage/banners logo placements
The logo of a social event sponsor will appear on signage at the relevant sponsored event. Headline Conference, Associate Conference, and Headline social event sponsor logos will appear on a separate SIGN/BANNER to the individual social event sponsors. The number of banners and signs at a conference will be determined by the IBA.

Artwork
The IBA will not make amendments to materials supplied for advertisement, where the materials do not conform to IBA’s published requirements. Please note that logos will be sized to fit into a box 150 (w) x 60 (h) pixels, when used on the IBA website. All artwork will be used as supplied. Any amendments may incur additional charges.

Programme logo placements
Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear inside the conference programme along the bottom of the conference page in the following category order: Headline social event, Associate conference, Conference dinner, Conference reception, Conference lunch, Conference refreshment breaks and Conference breakfast. Logos within a sponsorship category will be listed in alphabetical order from left to right. Only logos for co-sponsors and Headline Conference sponsors are permitted to appear on the front cover of a specialist conference programme. These will be placed in alphabetical order from left to right. All artwork will be used as supplied. Any amendments may incur additional charges.

Programme – advert placements
Adverts attributed to organisations supporting and/or sponsoring a specialist conference will appear at the back of the online and final conference programme. Adverts will appear in category order as follows: Headline Conference, Headline Social Event Sponsor, Associate Conference Sponsor and Conference dinner sponsor. Within each category of sponsorship, adverts will appear in alphabetical order. All adverts within the conference final programme will be in black and white, adverts appearing in the online programme will be in colour.

Website logo placements
Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear on the conference website within the following category order Headline Conference, Headline social event, Associate conference, Conference dinner, Conference reception, Conference lunch, Conference refreshment breaks, Conference breaks, exhibitor, supporters and tannays. Logos within a sponsorship category will be listed in alphabetical order, from top to bottom. All artwork will be used as supplied. Any amendments may incur additional charges.

Promotion video
Maximum duration of promotional video is to be two minutes. Only content relevant to the sponsoring company will be shown. Video to be played as delegates enter meeting room prior to each session commencing. Video content will appear in category order as follows: Headline Conference and Headline Social Event Sponsor. Within each category of sponsorship, video content will appear in alphabetical order.

Function space
It is understood that no rooms, suites or other space in the conference hotel are to be used for exhibition purposes, workshops or other exhibitor sales-related use. Hosting invitation only cocktail parties, open houses and similar exhibitor-sponsored affairs, should be checked with the IBA conference management so as not to conflict with any of the programmed events.

Conference postponement or cancellations
IBA at its discretion shall have the right to postpone or cancel the conference and shall be liable in no way to the sponsor for losses resulting from such delay or cancellation. IBA will not be liable for fulfilment of this contract as to the delivery of exhibition space if non-performance is due to any of the following causes including, but not limited to: damage caused by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or for any cause beyond IBA’s control. It will however, in the event of it not being able to hold a conference for any of the above named reasons reimburse the sponsor for the amount already paid for the sponsorship.

Data Protection
For the purposes of this agreement and either party’s processing of personal data in connection with this agreement, the parties agree that each party acts as an independent data controller. Each party shall only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, (ii) only process the other party’s personal data as reasonably necessary to perform its obligations and exercise its rights under this agreement; (iii) ensure that it has obtained all necessary rights, permission and/or consents required for the disclosure of personal data to the other party as specified in the agreement, and (iv) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law.

For the purposes of this agreement, the terms personal data, controller, processor, processing, data subject and supervisory authority shall have the meanings ascribed to them under the GDPR. IBA Privacy Policy https://www.ibanet.org/web-privacy-policy.aspx

Amendments
Any and all matters and questions not specifically covered by the preceding regulations shall be subject to the decision of the IBA. Sponsors shall be notified in writing of any amendments to these regulations.

Questions
Contact Andrew Webster-Dunn, Head of Sponsorship, International Bar Association, at +44 (0)20 7842 0090 or e-mail at andrew.webster-dunn@int-bar.org

Governing law and jurisdiction
This Agreement shall be exclusively governed and construed in accordance with the laws of England and Wales without regard to Headlines of conflicts of law.