



the global voice of
the legal profession®

Sponsorship opportunities



Global Challenges and Opportunities for the Asset Management Industry

(Formerly Annual Conference on the Globalisation of Investment Funds)

9–11 June 2024, Boston, Massachusetts

Sponsorship opportunities

Non-law firms only

ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE

Privacy policy – www.ibanet.org/web-privacy-policy.aspx

Benefits	Headline conference sponsorship £7,000	Associate conference sponsorship £5,000	Exhibitor display table £1,800
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 or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private practitioner of a law firm. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.	Three	Two	
Complimentary attendance to all social events including ticketed dinners for named sponsor delegates	Yes	Yes	
Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format.	•		
Sponsor logos to appear on all conference promotional materials from date of booking. (Logo to be supplied in EPS Vector format)	•		
Sponsor logo on the cover of the online and final programmes	•		
Sponsor logo to appear inside online and final programmes	•	•	•
Sponsor logo to appear on the conference holding slide in main session room	•	•	
Sponsor logo to appear on general conference signage	•		
Sponsor logo on signage at conference dinner	•		
Sponsor logo on signage at conference reception	•		
Sponsor logo on signage at conference refreshment breaks	•		
Sponsor logo on signage at conference luncheon	•		
Sponsor/exhibitor logo and link on the conference website	•	•	•
Exhibitor display table	•	•	•
Two exhibitor passes (Exhibitor passes given away as part of an exhibitor sponsorship package, cannot be assigned to a lawyer, even if they are no longer practicing or retired. In addition, the passes cannot be assigned to speakers, panellists, Chairs or Co-Chairs, members of the press or adjudicators. Exhibitor pass holders cannot attend working sessions or social events other than the opening reception, if held. Registration of exhibitor passes must be completed no later than 14 days prior to the conference commencement date).	•	•	•
Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•	•	
Full page colour advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•		
Sponsors acknowledged via IBA LinkedIn accounts	•	•	•

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

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, Sponsorship Director, 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.

If you have any questions regarding sponsorship of this conference, please email jenny.roote@int-bar.org.

Sponsorship opportunities

Available to all

ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE

Privacy policy – www.ibanet.org/web-privacy-policy.aspx

Benefits	Headline social event sponsorship £6,000	Conference dinner sponsorship £4,500	Conference reception sponsorship £3,500	Conference refreshment break sponsorship £3,500	Conference luncheon sponsorship £3,500
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 or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private practitioner of a law firm. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.	Three	Two	One	One	One
Complimentary attendance to all social events including ticketed dinners for named sponsor delegates	Yes	Yes			
Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format.	•				
Sponsor logo to appear inside online and final programmes. (Logo to be supplied in EPS Vector format)	•	•	•	•	•
Sponsor logo to appear on the conference holding slide in main session room	•	•	•	•	•
Sponsor logo to appear on general conference signage	•				
Sponsor logo on signage at conference dinner	•	•			
Sponsor logo on signage at conference reception	•		•		
Sponsor logo on signage at conference refreshment breaks	•			•	
Sponsor logo on signage at conference luncheon	•				•
Sponsor logo and link on the conference website	•	•	•	•	•
Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•	•			
Full page colour advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•				
Sponsors acknowledged via IBA LinkedIn accounts	•	•	•	•	•

CLICK HERE
TO BOOK

CLICK HERE
TO BOOK

CLICK HERE
TO BOOK

CLICK HERE
TO BOOK

CLICK HERE
TO BOOK

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, Sponsorship Director, 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.

If you have any questions regarding sponsorship of this conference, please email jenny.roote@int-bar.org.

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 shall apply:

1. 'sponsorship' includes Headline Conference, Associate Conference, exhibitor, Headline social event, Conference dinner, Conference reception, Conference refreshment break, Conference lunches or any other category named by the IBA.
2. 'sponsor' means an organisation that is named as one of the above listed sponsorship categories or any other category named by the IBA.
3. 'IBA' means International Bar Association
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 webpage, up to 60 days prior to the conference commencement date, 50 per cent of agreed value of invoice.
- Cancellation 60 days prior to the conference commencement date as shown on the relevant conference webpage, 90 per cent of the agreed value of invoice
- Cancellation 30 days or less 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, Sponsorship Director, International Bar Association, Chancery House, 53-64 Chancery Lane, London, WC2A 1QS United Kingdom or andrew.webster-dunn@int-bar.org

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 1970 (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 issue 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 pay such sum as will, after the deduction or withholding has been made, leave 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, 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, and be subject to, the terms and conditions contained in this document. The IBA reserves the right to refuse or deny sponsorships to prospective companies, with no explanation.

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, Sponsorship Director, 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 speaker invitation, the necessary steps will be taken to reimburse your sponsorship funds and provide you with the sponsorship benefits in full.

Complimentary sponsor delegate badges

Sponsor delegate badges, given as part of a sponsorship agreement, cannot be assigned to *speakers, panellists, 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 or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private practitioner of another law firm. Sponsor delegate badges cannot be used by consultancy companies linked to a law firm. Delegate badges cannot be exchanged, swapped, reassigned or given to another person at any time during the conference. Anyone found to be in the possession of a sponsor delegate badge that is assigned to someone else will be asked to leave immediately. Delegate badges must be always worn and visible 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 to obtain the Sponsor delegate badge. Notification of changes to free delegate passes must be sent via e-mail, to the appropriate member of the IBA Sponsorship team 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 the conference. 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 detract from 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 literature on behalf of 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 named exhibitor passes allocated per exhibitor table for an IBA specialist conference is TWO, no exceptions will be given. No additional badges will be issued at the event, even if a badge has been lost. Exhibitor badges cannot be exchanged, swapped, reassigned or given to another person at any time during the conference. Anyone found to be in the possession of an exhibitor badge that is assigned to someone else will be asked to leave and their exhibitor table will be closed immediately, with no refund or future bookings accepted for any IBA conference. Only those registered prior to the conference may attend the event. No additional team members from exhibiting companies will be given access to the conference venue area at any point. Each exhibitor must wear an official IBA conference badge. Exhibitor passes must not be altered or covered. The exhibitor pass is valid for the duration of the conference. Exhibitor badges cannot be used by lawyers of any description. Exhibitor badge holders must be employed by the exhibiting company. Except for the first or only conference reception, exhibitors are not permitted to attend any other conference social functions. 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.

Exhibitor use of space/promotional materials

When exhibiting all solicitation, demonstration or other promotional activities must be confined to the limits of the area assigned. No sponsor can distribute promotional materials in a breakout room or session. Literature on display shall be limited to reasonable quantities. A company's promotional materials should not interfere with any other company's sponsorship or exhibition. 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 the IBA to eliminate empty spaces in the 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.

Installation of exhibits

SPECIALIST CONFERENCE – EXHIBITION AND SPONSORSHIP TERMS & CONDITIONS 2024

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 approximately 6' wide x 2' deep and two side chairs. No part of the display except equipment therein, is permitted more than 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 material 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 wall 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 must be labelled exactly as specified 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 or +44 (0)20 7842 0090.

Removal of exhibits

No exhibitor 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; collected by courier or Shipping Company. The IBA will not act on behalf of an exhibitor 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 and souvenirs may be given away at your designated booth only. The placing of unauthorised promotional literature or gifts at an IBA conference or social event; is strictly forbidden. All unauthorised items 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. Exhibition 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 all such abuses, 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's 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, set out in 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 rules and 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, 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 artworks 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 luncheon, Conference refreshment breaks and Conference breakfast. Logos within a sponsorship category will be listed in alphabetical order from left to right. Only logos for Headline Conference sponsors and co-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 artworks 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 in the following category order Headline conference, Headline social event, Associate conference, Conference dinner, Conference reception, Conference luncheon, Conference refreshment breaks, Conference breakfast, exhibitor and supporters. Logos within a sponsorship category will be listed in alphabetical order, from top to bottom. All artworks 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 invitational 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-delivery 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 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 (i) 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, Sponsorship Director, 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.