

Funds Europe Media Limited a company registered in England and Wales under company number 14473385, and with its registered office at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF and VAT number GB443484486;

TERMS & CONDITIONS – AWARDS LOGO SYNDICATION

Funds Europe and its trademark is a company owned and operated by Funds Europe Media Limited (FEM) a subsidiary of Definite Article Media Limited

This Syndication Agreement is a legal agreement between you and FEM.

This Agreement is used to set the terms and conditions of services we provide to you. These services include making available to you catalogue materials licensed by FEM for distribution and use by you in accordance with this Agreement.

"Brands" means trademarks, service marks, logos and other distinctive brand features; "we" and "us" refers to FEM and (as the context requires) any of its third party suppliers; and "you" refers to the person or company utilising the Product.

"License". Subject to the constraints below, upon receipt by you of an authorisation notice or similar communication from us, we grant you a personal, non-transferable and non-exclusive right and license to use the Brands as follows:

- 1. Place and Manner of Use.** You may use and display the Brands on your intranet/internet/extranet website or in printed material, including catalogs, marketing literature and brochures.
- 2. Distribution.** You may distribute the Brands to your customers (which for this purpose may not include resellers or distributors). Further distribution of Brands by you or your customers or others is prohibited. "Distribution" includes posting and uploading of Brands.
- 3. Copying.** You may copy the Brands solely to the extent necessary to accomplish the above permitted distribution or for archiving and backup (non-production) purposes.
- 4. Modification.** In connection with the use authorised above, you may resize, and reformat the Brands in order to meet the size and technical limitations of the place and manner of use you make of the Brands, and in connection therewith may present the full Brands or subsets of the Brands as you require, but you may not otherwise modify the Brands. You may not post or otherwise display any statement, image or material which misleads or deceives customers or the public or is detrimental to the good name, trademarks, goodwill or reputation of FEM or products.
- 5. Updates.** In order to maintain high-quality and current Brands for end users, you must update the Brands displayed and distributed by you hereunder to accurately reflect any changes provided to you by us within two weeks of receipt of such updates.
- 6. Brands.** You may display the Brands of a Supplier in connection with your authorised use of the Supplier's Brands which contains or relates to the Brand. All use, reproduction and/or display of Brands are in accordance with reasonable trademark guidelines and restrictions specified by us (or the Supplier of such Brands) from time to time.

7. Disclaimer; Limitation of Liability. We make no warranty as to the results to be obtained from your use of the Brands. The Brands is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. You assume full responsibility and risk for use of the Brands.

8. To the maximum extent permitted by law, under no circumstances and under no legal theory, tort, contract, or otherwise, FEM shall we be liable to you or any other person for any money damages, whether direct, indirect, special, incidental, cover, reliance or consequential damages, even if we shall have been informed of the possibility of such damages, or for any claim by any other party. If notwithstanding the foregoing, we are found liable to you for damages from any cause whatsoever, and regardless of the form of the action (whether in contract, tort (including negligence), product liability or otherwise), our liability to you will be limited to the greater of £1,000 or the amount you paid for the Brands. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

9. Indemnity. You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your violation of the terms of this Agreement; or your use of the Brands, except solely when such liability occurs principally because of our negligence or willful misconduct.

10. Amendment and Termination. We may immediately terminate your use of the Brands if you violate this Agreement. We may do with or without prior notice. We will not be liable to you or any third-party for any of these actions.

11. General Information. The Agreement is the entire agreement between you and us and controls your use of the Brands, superseding any prior agreements between you and us (including, but not limited to, any prior versions of this Agreement) relating to the use of the Brands by you; provided, this Agreement does not supersede any executed agreement between you and us which (whether executed before or after acceptance of this Agreement) specifically designates this Agreement as being overridden by such executed agreement. The Agreement and the relationship between you and us are governed by the laws of England and Wales.