FIA COMMODITIES CONFERENCE 2026

SEPTEMBER 28-30 | HOUSTON, TX

SPONSOR & EXHIBITOR GENERAL TERMS AND CONDITIONS

[Commodities Conference 2026] (the "Event")

PLEASE NOTE: FIA IS NOT ABLE TO NEGOTIATE THIS AGREEMENT

The Futures Industry Association, Inc. ("FIA") appreciates your support of the Event as a Sponsor and/or Exhibitor, as applicable. Whether you are a Sponsor and/or Exhibitor at the Event, you will be referred to herein as "Sponsor/Exhibitor." Please carefully review these General Terms and Conditions ("T&Cs") as well as the information set forth in the Sponsorship Application and/or Exhibitor Agreement, as applicable. The Sponsorship Application and Exhibitor Agreement, as applicable, and T&Cs collectively form the "Agreement" between you and FIA. Compliance with the Agreement is required in all respects and will help to ensure your and FIA's success at the Event. Thank you for your cooperation and understanding.

ELIGIBILITY OF SPONSOR/EXHIBITOR

FIA has sole discretion to determine the eligibility of Sponsor/Exhibitor. FIA also reserves the right, in its reasonable discretion, to determine the form, manner, and content of Sponsor's/Exhibitor's marketing and advertising efforts at the Event.

SPONSORSHIP/EXHIBITORSHIP RECOGNITION

FIA shall provide sponsorship and/or exhibitorship recognition, as applicable, at the Event to Sponsor/Exhibitor based on the status selected by Sponsor/Exhibitor, subject to availability and any limitations of the third party providing the venue or Event space ("Venue"). FIA reserves the right to modify or re-assign recognition locations at any time as necessary in its reasonable discretion.

PAYMENT

Full payment of the amount specified in the applicable application or other documentation is due thirty (30) days upon receipt of invoice by Sponsor/Exhibitor from FIA, or ninety (90) days before the Event, whichever comes first. Payment is non-refundable, except as otherwise provided for in these T&Cs.

GENERAL RULES GOVERNING SPONSOR/EXHIBITOR

1. ***Sponsor/Exhibitor Conduct.*** Sponsor/Exhibitor shall conduct and operate its sponsorship and/or exhibitorship, as applicable, so as not to annoy, endanger, or otherwise interfere with the rights of other sponsors, exhibitors, or attendees at the Event. FIA may prohibit any conduct or action that in its sole discretion interferes with the rights of others or exposes them to annoyance or danger.
2. ***Space Assignments.*** Assignment of Sponsor/Exhibitor space, as applicable, is final and will be made by FIA to Sponsor/Exhibitor only after receipt of the T&Cs and receipt of payment of all applicable fees by Sponsor/Exhibitor. FIA shall use reasonable efforts to locate the assigned space in one of the locations preferred by Sponsor/Exhibitor. After assignment, space location may not be changed, transferred, or canceled by Sponsor/Exhibitor, except upon approval by FIA. Notwithstanding the above, FIA reserves the right to change Sponsor's/Exhibitor's location assignments at any time, in its sole discretion, as FIA deems necessary or appropriate, including, but not limited to, to accommodate conflicts regarding space requests or conditions.

3. ***Display Items.*** FIA shall use reasonable discretion and authority over the placement, arrangement, and appearance of all items displayed by Sponsor/Exhibitor and may require the rearrangement, replacement, or removal of any item.
4. ***Noise.*** All efforts to advertise, demonstrate, and operate an exhibit, as applicable, shall be conducted so as not to trespass on the rights of any other sponsors, exhibitors, or Event attendees. Attention-arousing devices, such as noisemakers, flashing lights, movies, music broadcasting, television, and drawings, must be approved by FIA. Sideshow tactics are inappropriate and not permitted under any circumstances. FIA reserves the right to ban conduct that could potentially disrupt the use or enjoyment of the Event by other sponsors, exhibitors, or Event attendees.
5. ***Advertising/Distribution.*** Sponsor/Exhibitor and your representatives must remain in your assigned space when conducting sponsorship or exhibitorship activities, as applicable, including, but not limited to, holding demonstrations and passing out literature. All materials that Sponsor/Exhibitor distributes to attendees must be approved by FIA in advance, such approval not to be unreasonably withheld, conditioned, or delayed.
6. ***Models.*** The use of professional models is permitted provided that they are properly attired in business or business casual dress. This dress code must be adhered to at all times, unless otherwise authorized by FIA. FIA reserves the right to remove persons from the Event premises who are found not to be properly attired in business or business casual dress.
7. ***No Smoking.*** Smoking, including, but not limited to, electronic equivalents, is not permitted in the Event area, except in designated areas made available by the Venue.
8. ***Samples.*** Sponsor/Exhibitor may distribute samples directly related to your products, but must obtain prior approval from FIA to distribute food, beverages, or any other item for consumption.
9. ***Selling or Discarding.*** In the event that Sponsor/Exhibitor chooses to sell or discard its exhibit, samples, supplies or machines, or any part thereof, rather than ship them back to your office, warehouse, or other similar location, Sponsor/Exhibitor agrees it is your responsibility to ensure that the goods are consigned to the purchaser or discarded and removed from the Event premises during the time allocated for move out.
10. ***Speaker Sponsor/Exhibitor.***
    a. FIA offers two types of speaker sponsorship opportunities: (1) Sponsor-contracted speaker, where the Sponsor/Exhibitor enters into a contract with the speaker or speaker's representative, pays the speaker or speaker's representative directly, and separately pays FIA the applicable sponsorship fee ("Sponsor-Contracted Speaker"); and (2) FIA-contracted speaker, where FIA enters into a contract with the speaker or speaker's representative and pays the speaker or speaker's representative directly and Sponsor/Exhibitor pays FIA the cost of such speaker, in addition to the applicable sponsorship fee ("FIA-Contracted Speaker").
    b. For both Sponsor-Contracted Speaker and FIA-Contracted Speaker, FIA and Sponsor/Exhibitor shall work together to identify speaker candidates. FIA retains ultimate, sole discretion over the speaker chosen for the Event and must pre-approve all speakers.
    c. After the collaborative period where FIA and Sponsor/Exhibitor identify potential speaker candidates, Sponsor/Exhibitor will notify FIA of its preferred choice no later than 90 days prior to the Event and, if it's a Sponsor-Contracted Speaker, before the Sponsor/Exhibitor has contracted with such candidate. FIA will respond to Sponsor/Exhibitor within 10 business days of receipt of its preferred speaker choice noting whether or not FIA approves of such choice.
    d. In the event that FIA does not approve Sponsor's/Exhibitor's preferred speaker choice, the parties will work together in good faith to identify an alternative speaker or agree on an alternative sponsorship and/or exhibitorship opportunity for Sponsor/Exhibitor at the Event or a future FIA event.
    e. For a Sponsor-Contracted Speaker, it is Sponsor's/Exhibitor's exclusive responsibility to:
       (1) contract with the speaker (or speaker's representative);

(2) pay all applicable fees related to the speaker, including, but not limited to, the speaker's fee and the speaker's accommodation, travel, and food and beverage costs for the Event;
(3) notify speaker of all terms of the Agreement;
(4) share all logistical, technical, and administrative details regarding the Event with speaker, as requested by FIA; and
(5) share with FIA all personal, administrative, technical, or other requests made by the speaker, provided, however, that FIA does not guarantee that all such requests can be accommodated.

11. ***Photography and Videography.*** Any use of photographers and/or videographers by Sponsor/Exhibitor must be approved in advance by FIA, such approval not to be unreasonably withheld, conditioned, or delayed.
12. ***Social Media.*** FIA encourages Sponsor/Exhibitor to use social media to promote your participation in the Event and engage with attendees. Sponsor/Exhibitor agrees to remove any social media or online posts relating to the Event that in FIA's reasonable discretion do not conform to the purpose or character of the Event or that disparage, misrepresent, or otherwise harm FIA.
13. ***Alcoholic Beverages.*** Alcoholic beverages are not permitted in the Event space without prior authorization from FIA and the Venue. Any infraction of this rule may cause FIA to remove Sponsor/Exhibitor from the Event space and close Sponsor's/Exhibitor's exhibit for the remainder of the Event.
14. ***Animals.*** Any use of live animals by Sponsor/Exhibitor must be approved in advance by FIA, except assistance or service animals.
15. ***Security.*** Sponsor/Exhibitor should take steps to secure your possessions, including, but not limited to, exhibit materials. Any displays, exhibits, equipment, or products used, displayed, or stored are done so at Sponsor's/Exhibitor's own risk. FIA disclaims any responsibility or liability for damage to or loss of any of Sponsor's/Exhibitor's equipment or products for any reason.
16. ***Program Conflicts.*** Sponsor/Exhibitor agrees not to sponsor, schedule, host, or conduct group functions, such as group meetings, tours, demonstrations, speeches, or other activities, during Event hours or at a time which would conflict with any officially programmed event.
17. ***Use of FIA Brand.*** The use of the FIA name or likeness or other FIA marks without FIA's prior consent is strictly prohibited, except as provided for herein. Logos and website banners that FIA provides to Sponsor/Exhibitor are to be used only for promotion and marketing of the Event.
18. ***Use of Sponsor/Exhibitor Brand.***
    a. Sponsor/Exhibitor hereby grants to FIA a royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license to use Sponsor's/Exhibitor's logos, trademarks, copyrights, and brand, including, but not limited to, its name and likeness ("Sponsor's/Exhibitor's Marks"), in connection with your sponsorship and/or exhibitorship, as applicable, of the Event, including, but not limited to, use of Sponsor's/Exhibitor's Marks in materials related to the Event such as Event signage, advertising materials, promotional materials, and other creative works in any media. Sponsor/Exhibitor retains all rights in Sponsor's/Exhibitor's Marks not explicitly granted herein.
    b. Nothing in the Agreement shall be construed as an assignment of any right, title, or interest to Sponsor's/Exhibitor's Marks to FIA.
    c. For the avoidance of doubt, FIA is permitted to use third-party vendors in connection with production, display, printing, and other use of Sponsor's/Exhibitor's Marks in connection with your sponsorship and/or exhibitorship, as applicable, of the Event and as otherwise contemplated in the Agreement.
    d. FIA agrees that it will not, without the prior written consent of Sponsor/Exhibitor, (i) use Sponsor's/Exhibitor's Marks in advertising, publicity, marketing, or other promotional materials or activities unrelated to the Event, unless otherwise contemplated herein; or (ii) represent, directly or indirectly, that any product or service provided by FIA has been approved or endorsed by Sponsor/Exhibitor.

e. Notwithstanding any other provision herein, FIA may use Sponsor's/Exhibitor's Marks as they appear on legacy promotional materials for the Event or in pictures from the Event to promote the Event, other FIA events or activities globally, or such other business-related uses in the sole discretion of FIA.
f. All rights in Sponsor's/Exhibitor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of Sponsor/Exhibitor, and FIA shall not acquire any rights in Sponsor's/Exhibitor's Marks, nor in any developments or variations of them.
g. Sponsor/Exhibitor retains the right and sole discretion to use the Sponsor's/Exhibitor's Marks in connection with other similar events sponsored or hosted by third parties.
h. All intellectual property rights in and to any materials produced for the Event, specifically excluding Sponsor's/Exhibitor's Marks, shall remain, or be assigned to become, the sole and exclusive property of FIA.
i. FIA shall not adopt, register, or attempt to register any trademark, service mark, trade name, or domain name that incorporates, in whole or in part, Sponsor's/Exhibitor's Marks.
j. FIA uses Sponsor's/Exhibitor's Marks in the form and manner provided to FIA. FIA cannot honor collateral material proofing requests due to the time-sensitive nature of the Event printing schedule.

USE OF CONTRACTORS

FIA may require Sponsor/Exhibitor to use a specific tradeshow services contractor or similar party for transportation, display, assembly, tear-down, and similar services related to exhibit and/or sponsorship materials. Such contractor may have its own fees and contractual requirements. Sponsor/Exhibitor must engage with such contractor separately.

Any Sponsor/Exhibitor who wishes to use its own appointed contractor must receive prior approval from FIA, such approval to be in FIA's sole discretion. Any Sponsor/Exhibitor using an appointed contractor following such approval agrees to advise such contractor of all applicable rules and regulations, including, but not limited to the Agreement. FIA may prohibit such a contractor from working in the Venue if the contractor does not fully comply with all applicable rules and regulations.

ASSUMPTION OF RISK

Sponsor/Exhibitor assumes the risk of loss, theft, or damage to Sponsor's/Exhibitor's merchandise, fixtures, displays, and any other property located in the Event space or any other area at the Venue. Furthermore, Sponsor/Exhibitor acknowledges that FIA makes no representation regarding the adequacy of security measures in the Event space or at the Venue.

LIMITATION OF LIABILITY

Neither FIA or Sponsor/Exhibitor ("Referenced Party"), nor a Referenced Party's affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants or representatives shall be liable to the other party or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants or representatives for any injury, loss, or damage to property or person sustained by reason of either party's participation in or presence at the Event, unless such loss, damage, or injury is caused by an act or omission of a Referenced Party or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, or representatives which is negligent, willful, wanton, or reckless.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, CONSULTANTS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY OR SUCH OTHER PARTY'S OR THIRD PARTY'S AFFILIATES OR ITS OR THEIR SHAREHOLDERS , OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, CONSULTANTS, OR REPRESENTATIVES FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATING TO THE AGREEMENT.

INDEMNIFICATION

FIA and Sponsor/Exhibitor ("Indemnitor") agree to indemnify, hold harmless, and defend the other party and its respective affiliates and its and their shareholders, officers, directors, employees, agents, contractors, consultants, and representatives ("Indemnitees") from and against any and all third-party claims, liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including, but not limited to, reasonable court costs, interest, or attorney's fees) which the Indemnitees may incur, suffer, be party to, or be required to pay, arising from:

(i) any intentional or negligent act or omission in connection with the Event by Indemnitor or any of its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, Sponsor-Contracted Speakers, or representatives whether acting within or without the scope of their authority,

(ii) violation of any applicable ordinance, statute, or law in connection with the Event by Indemnitor or any of its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, Sponsor-Contracted Speakers, or representatives whether acting within or without the scope of their authority,

(iii) material breach of any term set forth in the Agreement by Indemnitor or any of its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, Sponsor-Contracted Speakers, or representatives whether acting within or without the scope of their authority; or

(iv) where the sponsorship is of a Sponsor-Contracted Speaker, the content of such speaker's public presentation, speech, or commentary at the official event for which such speaker was chosen, as designated in the program.

Notwithstanding any other provision herein, in the event FIA or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, or representatives shall be found liable to Sponsor/Exhibitor or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, or representatives, or responsible to Sponsor/Exhibitor or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, or representatives for indemnification under this Agreement, the amount of such liability and/or responsibility shall in no event exceed the amount paid to FIA by Sponsor/Exhibitor to participate in the Event.

INSURANCE

If Sponsor/Exhibitor will be exhibiting, hosting a private function, or engaging in similar activities on or around the Event dates, Sponsor/Exhibitor agrees to obtain Commercial General Liability and Property insurance to be in effect during the dates of the Event, including, but not limited to, move-in and move-out days, and shall furnish a certificate of insurance to FIA with Sponsor's/Exhibitor's payment. Said limits of insurance shall be in an amount not less than USD $1 million per occurrence and USD $2 million in the aggregate (or such equivalent coverage amount under applicable exchange rates in the local currency where the Event is held). Sponsor's/Exhibitor's insurance shall list FIA and the Venue as additional co-insured during the dates of the Event.

FORCE MAJEURE

FIA shall not be liable to Sponsor/Exhibitor for a cancellation, postponement and/or relocation of the Event either before or during the Event due to causes or factors beyond FIA's control that render holding the Event impossible or commercially impracticable ("Force Majeure Event"), including, without limitation, acts of God, fires, strikes, civic unrest, pandemics, quarantines or public health crises, acts of war, terrorism, governmental regulation or action, intervention by any government authority, or other similar causes. Notwithstanding the above, if cancellation, postponement, and/or relocation of the Event occurs due to a Force Majeure Event and the Event cannot be rescheduled and/or relocated, all amounts paid by Sponsor/Exhibitor to FIA for the Event will be returned to Sponsor/Exhibitor. If the Event can be rescheduled and/or relocated, Sponsor/Exhibitor shall be entitled to sponsorship or exhibitorship recognition, as

applicable, on the terms previously agreed at the rescheduled and/or relocated Event, and FIA reserves the right to retain all amounts paid to FIA by Sponsor/Exhibitor for the Event and invoice Sponsor/Exhibitor for any outstanding balance related thereto. FIA will make reasonable efforts to assign Sponsor/Exhibitor comparable space at the rescheduled and/or relocated Event, as applicable, the use of which shall remain subject to the Agreement.

CANCELLATION, POSTPONEMENT, AND/OR RELOCATION OF EVENT

If cancellation, postponement, and/or relocation of the Event occurs for any reason other than a Force Majeure Event, all amounts paid by Sponsor/Exhibitor to FIA for the Event will be returned, unless FIA and Sponsor/Exhibitor can agree on a new date, time, and/or location, in which case Sponsor/Exhibitor shall be entitled to sponsorship and/or exhibitorship recognition, as applicable, on the terms previously agreed herein, and FIA will make reasonable efforts to assign Sponsor/Exhibitor comparable space, as applicable, the use of which shall be subject to the Agreement.

TERMINATION

The Agreement shall terminate following final departure from the Event of Sponsor/Exhibitor and its affiliates and its and their shareholders, officers, directors, employees, agents, contractors, consultants, representatives and all of its and their property. The provisions of this Agreement intended to have effect after any termination in order to fulfill their own purpose, shall survive any termination.

PHOTOGRAPHY AND AUDIO RIGHTS

FIA or its agents may take pictures or record audio or video of Event activities, participants, speakers (including, but not limited to, Sponsor-Contracted Speakers) and attendees, including, but not limited to, Sponsor/Exhibitor and its exhibit, as applicable. FIA reserves the right to capture and use all such pictures and recordings of the Event, including, but not limited to, following termination of this Agreement, for publication and promotion of the Event, other FIA events or activities globally, or such other business-related uses in the sole discretion of FIA. Sponsor/Exhibitor acknowledges that FIA shall own all intellectual property rights, if any, to such pictures and/or recordings (regardless of whether they contain the name, logo, products, or other protected materials of Sponsor/Exhibitor) and further acknowledges that neither it nor its affiliates nor its or their shareholders, officers, directors, employees, agents, contractors, consultants, speakers (including, but not limited to, Sponsor-Contracted Speakers) or representatives shall receive or be entitled to any compensation from FIA for any such usage. It is Sponsor's/Exhibitor's obligation to notify Sponsor-Contracted Speakers of this "Photography and Audio Rights" section and receive their consent hereto.

PLAYING, REPRODUCTION, OR DISPLAY OF PROTECTED WORKS

Sponsor/Exhibitor shall be solely responsible for securing any and all necessary licenses and paying any fees for:

(1) any performances, displays, or other uses of copyrighted works, patented inventions, or other commercially protected property of a third party by the Sponsor/Exhibitor or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, speakers (including, but not limited to, Sponsor-Contracted Speakers), or representatives, whether acting within or without the scope of their authority; and
(2) any use of any name, likeness, signature, voice, other impression, trademarks or service marks, or other intellectual property owned by a third party that is used, directly or indirectly, by the Sponsor/Exhibitor or its affiliate or its or their shareholders, officers, directors, employees, agents, contractors, consultants, speakers (including, but not limited to, Sponsor-Contracted Speakers) or representatives, whether acting within or without the scope of their authority.

DISPUTE RESOLUTION

In the event of any claim or dispute arising under the Agreement, the parties shall first attempt in good faith to resolve the matter over a period of at least thirty-one (31) days before resorting to arbitration or litigation, which shall only be commenced after the giving of at least five (5) days' written notice of intent to file for arbitration or to bring suit. Should either party resort to arbitration or litigation, the parties agree that the venue shall be in Washington, D.C.

APPLICABLE LAW AND JURISDICTION

The parties agree that the laws of the District of Columbia, without regard to conflict of law provisions, shall control construction and enforceability of the Agreement and hereby submit to the jurisdiction of State and federal courts in Washington, D.C. with respect to any right of action arising under the Agreement.

ENFORCEMENT

1. FIA reserves full authority to enforce the Agreement. In particular, and without exclusion of other remedies, FIA reserves the right, in its reasonable discretion, to end sponsorship and/or exhibitorship recognition, as applicable, of Sponsor/Exhibitor and/or remove or refuse entrance to Sponsor/Exhibitor if Sponsor/Exhibitor fails to comply in any respect with the Agreement or the general purpose or character of the Event, or as necessary for the safety or comfort of other persons or attendees at the Event. If Sponsor/Exhibitor is asked to leave the Event under this provision, Sponsor/Exhibitor will not be entitled to a refund.
2. The failure of either party at any time to require performance, enforce any provision, or resort to any remedy provided under the Agreement shall in no way affect the right of such party to require performance, enforce any provision, or resort to a remedy at any time thereafter, nor shall the waiver by a party of a breach be deemed to be a waiver of any subsequent breach.

SEVERABILITY

If any term(s) in the Agreement is to any extent invalid, illegal, or incapable of being enforced, such term(s) shall be excluded to the extent of such invalidity, illegality, or unenforceability, and all other terms shall remain in full force and effect.

NOTICES

All notices required herein to be given to FIA shall be mailed to:

FIA – Office of the General Counsel
2001 K Street NW
Suite 725, North Tower
Washington, D.C. 20006

NO PARTNERSHIP, JOINT VENTURE, OR AGENCY RELATIONSHIP

The Agreement shall not constitute or be considered a partnership, joint venture, or agency relationship between FIA, Sponsor/Exhibitor, and/or Venue. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

FIRE CODE COMPLIANCE

All applicable fire regulations must be complied with. If unusual or potentially hazardous equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used by Sponsor/Exhibitor or its affiliates or its or their shareholders, officers, directors, employees, agents, contractors, consultants, or representatives, Sponsor/Exhibitor agrees to contact FIA for information concerning facilities or regulations. Use of potentially hazardous materials, such as open flame or liquid propane gas, must be approved by FIA and the Venue.

DISABILITY LAW COMPLIANCE

Sponsor/Exhibitor represents and warrants that any exhibit or sponsorship activities will be accessible to those with disabilities and will comply with the Americans with Disabilities Act and regulations implemented thereunder (and such other disability laws, as may be applicable).

DATA PRIVACY

"Data Protection Legislation" means all laws and regulations as are applied to the processing of personal data, including, but not limited to, the laws of the European Union, the European Economic Area, their member states, and the United Kingdom, including, where applicable, the General Data Protection Regulation (GDPR), the laws of Australia, including the Australian Privacy Protection Act (APP), the laws of Canada, including the Federal Personal Information Protection and Electronic Documents Act (PIPEDA), and the data protection or privacy laws of any other country, including, without limitation, Switzerland and the Russian Federation, and any laws substantially amending, replacing, or superseding any of the foregoing.

Each party shall comply with all applicable requirements of applicable Data Protection Legislation. FIA and Sponsor/Exhibitor acknowledge that for the purposes of applicable Data Protection Legislation both parties are Data Controllers (as such term is defined thereby).

FIA's Privacy Statement for members and the public is available at https://www.fia.org/fia-and-ifm-privacy-statement.

WARRANTIES

FIA and Sponsor/Exhibitor each represent and warrant that:

(i) it has the full right and legal authority to enter into and fully perform the Agreement in accordance with its terms;

(ii) it has all government licenses, permits, and other authorizations necessary to participate in the Event as contemplated by the Agreement;

(iii) it will comply with all laws, rules, and regulations applicable to its activities related to the Event; and

(iv) the performance of its obligations hereunder will not infringe any copyright, patent, trademark or service mark, or otherwise violate or wrongfully appropriate the trade secrets or other intellectual property rights of any party.

ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between FIA and Sponsor/Exhibitor, and merges all prior and contemporaneous communications with respect to the matters contemplated by the Agreement. The Agreement may not be modified except in a writing signed by both parties. In the event of any inconsistency between these T&Cs, the Sponsorship Application, and the Exhibitor Agreement, as applicable, the order of priority shall be: (1) the T&Cs; (2) the Exhibitor Agreement; and (3) the Sponsorship Application.