



SUNGARD

LONDON CITY DAY ORDER FORM 2009

EXHIBITOR PACKAGE ORDER FORM 2009

Fax/scan back to: Tuyen Bui, Events Executive SunGard Financial Systems
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STANDARD EXHIBITOR PACKAGE _____ **GPB 4,800 - EX. VAT**

- Single booth: (3m x 2m = 6sqm space)
- 1 table, 3 chairs
- 1 Literature rack, 1 wastepaper bin
- 1 Internet connection, power supply
- Your company listed on the London City Day website
- Your company listed in the exhibition program
- Press kit displayed on the SunGard press booth

PREMIUM EXHIBITOR PACKAGE _____ **GPB 9,500 - EX. VAT**

- Double booth: (6m x 2m = 12sqm space)
- 2 tables, 6 chairs
- 2 Literature rack, 1 wastepaper bin
- 1 Internet connection, power supply
- Your company listed on the London City Day website
- Your company listed in the exhibition program
- Press kit displayed on the SunGard press booth

Upon receipt of your Order Form, an invoice will be sent to you. The total amount has to be fully paid 30 days after issuance of the invoice. Exhibitor spaces will be allocated on a first-come, first-serve basis.

Company Name: _____
(for the event administration)

Contact Name: _____

Invoicing Address: _____

VAT Number: _____

Phone number: _____

Fax number: _____

E-mail: _____

Authorised signature: _____

Date: _____

Please print name and title: _____



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TERMS & CONDITIONS

The London City Day Terms and Conditions are an integral part of the Agreement entered between SunGard and the Exhibitor/Sponsor, as stated on the Order Form, for the purpose of ordering Exhibitor Package and/or Sponsor Package for the London City Day.

SunGard and Exhibitor/Sponsor shall be hereinafter referred to collectively as "the Parties".

Definitions

Agreement means the London City Day Terms and Conditions, any associated Exhibitor/Sponsor Package Order Form and the London City Day Handbook.

Exhibitor means the entity which has signed an Exhibitor Package Order Form.

Exhibitor Package means one of the following Packages: Standard Exhibitor Package or Premium Exhibitor Package.

Exhibitor/Sponsor Package Order Form means the specific written form between Exhibitor/Sponsor and SunGard detailing the Exhibitor/Sponsor Package ordered by Exhibitor/Sponsor.

Fees mean the fees payable for a Package ordered by Exhibitor/Sponsor in an Exhibitor/Sponsor Package Order Form.

London City Day means the London City Day 2009 event organised by SunGard at The Brewery, Chiswell Street, London on Sept, 24th 2009.

London City Day Exhibitor Handbook means the document containing the London City Day rules and regulations and which is an integral part of the Agreement, to the extent that the

Exhibitor Package Order Form is signed.

Sponsor means the entity which has signed a Sponsor Package Order Form.

Sponsor Package means one the following packages: Silver Sponsor Package, Gold Sponsor Package, Platinum Sponsor Package, Coffee Break Sponsor Package or Other Sponsorship.

Object

SunGard shall provide Exhibitor/Sponsor with the Exhibitor Package and/or Sponsor Package subscribed in any Exhibitor/Sponsor Package Order Form according to the provisions contained in the Agreement.

Acceptance of an Exhibitor/Sponsor Package Order Form: An Exhibitor Package Order Form shall not be binding on SunGard until accepted by SunGard. An Exhibitor Package Order Form shall be considered accepted by SunGard by sending the relevant invoice.

A Sponsor Package Order Form will not be binding on SunGard until full payment is received. All promotional copy, communications and/or logos must be submitted to SunGard for prior approval. SunGard reserves the right to modify the sponsorship deliverables.

Fees

In consideration of the Exhibitor Package and/or Sponsor Package, Exhibitor/Sponsor shall pay SunGard the Fees set out in the relevant Exhibitor/Sponsor Package Order Form. The Fees shall be invoiced in full upon receipt of the Exhibitor/Sponsor Package Order Form. The invoice shall be fully paid thirty (30) calendar days after their date of issuance. All Fees must be paid in full before Exhibitor/Sponsor will be permitted to access the London City Day.

Company Name: _____

Company Initials: _____



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Cancellation

Requests for cancellations shall be sent by Exhibitor/Sponsor to SunGard in writing and/or by registered mail. If Exhibitor/Sponsor cancels an Exhibitor/Sponsor Package Order Form, SunGard may grant Exhibitor/Sponsor a refund subject to the following provisions. The Parties agree that the retained portion of the Fees constitutes a reasonable estimate of SunGard's actual prejudice due to the cancellation, in the form of liquidated damages and not as a penalty.

The refund shall be calculated according to the following schedule:

- 50% of the Fees for cancellations received prior to July 1st 2009.
- 25% of the Fees for cancellations received between July 1st and September 1st 2009.
- 0% of the Fees for cancellations received after September 1st 2009.

Notwithstanding the foregoing, a Sponsor Package Order Form is non-cancellable and Fees paid by Sponsor are non-refundable after cut off date of June 30th 2009.

SunGard reserves the right to cancel the London City Day at any time without any liability. If the London City Day is cancelled by SunGard according to the foregoing, the Fees will be refunded to Exhibitor/Sponsor.

Compliance with London City Day Handbook

Exhibitor/Sponsor will comply with the provisions contained in the London City Day Handbook detailing the rules and regulations applicable to Exhibitor/Sponsor during the London City Day.

Insurance

Exhibitor/Sponsor shall at its own expense carry for all the necessary insurance policies in order to cover any claims arising from its activities during the London City Day. Exhibitor/Sponsor shall provide SunGard with a certificate of insurance at least thirty (30) days prior to the London City Day. In addition, Exhibitor/Sponsor shall at its own expense insure any materials, goods or wares (hereinafter "Property") it brought at the London City Day. To the maximum extent permitted by law, SunGard waives any liability for any loss or damage to property belonging to Exhibitor/Sponsor, including any material provided to Exhibitor/Sponsor in the Exhibitor/Sponsor Package.

Indemnification

Exhibitor/Sponsor will indemnify, defend, and hold harmless SunGard against all claims, actions, demands or liability of whatsoever kind and nature arising out of Exhibitor/Sponsor's breach of the Agreement, excluding liability caused by the sole negligence or wilful misconduct of SunGard.

Liability

To the maximum extent permitted by law, the liability of SunGard to Exhibitor/Sponsor arising out of or in connection with the Agreement, in respect of any breach of contract, negligence or otherwise whatsoever arising shall be strictly limited to the Fees paid by Exhibitor/Sponsor.

Company Name: _____

Company Initials: _____

Share Booth

In case of the Exhibitor wish to share a booth with another entity (Sharing Exhibitor), the Exhibitor shall undertake to perform the London City Day Terms and Conditions and be bound by its terms in every way in its own name and for and on behalf of the Sharing Exhibitor.

London City Day 2009 Invitation/ Brochure and Attendance

SunGard will not be liable for any errors or omissions in SunGard' invitation or brochures or in any promotional materials which may notably include Exhibitor listing, attendee lists, websites. SunGard makes no representations or warranties with respect to the number of London City Day attendees or the business interest of the attendees.

Licensing and Use of Copyright

Exhibitor/Sponsor shall be responsible for obtaining all necessary licenses for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by third Party for the purpose of this Agreement. Exhibitor/Sponsor agrees to indemnify, defend and hold harmless SunGard from and against any claim for failure or alleged failure to obtain these licenses or for infringements of copyright, patent or the unauthorised use of a registered trademark or service mark or other violations of third party rights.

Photographs, Publicity Material, Radio, Television and Print Media

SunGard reserves the sole right to use any photographs, recordings, electronic images obtained by SunGard in the course of the London City Day, for whatever use deemed proper by SunGard. SunGard has the exclusive right to include photographic, video and other visual portrayals of attendees, Exhibitors/Sponsor and their booth including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to Exhibitor/Sponsor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be SunGard' sole property, free of any claims of Exhibitor/Sponsor or any persons deriving any rights or interest from the Exhibitor/Sponsor.

Law

The Agreement shall be governed by the English law and the Parties agree herewith that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

Company Name: _____ Company Initials: _____

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