



Europäische Sponsoring-Börse

<http://www.esb-online.com>

## ■ Licence Application

**Yes**, we would like to apply for the ESB-Partner membership. As an ESB-Partner we receive the following performances

- Title »Partner of ESB«.
- Free admission to the online sponsorship-market to upload projects/requests
- comprehensive help- and information-service (e.g. literature, address and information research).
- Participation in all ESB-Congresses. The free participation of the ESB-Partner is limited to five full tickets for employees at each event. All further employees take part for half price.
- Participation in all ESB-Seminars.
- Participation in all ESB-Partner-Meetings including catering.
- Continuous agency-news received by »ESB-aktuell«, the email-service of the ESB, publication of press releases by the ESB press-service.
- online-presentation of your company-portrait on the ESB-website with continual revision.
- free distribution of prospects during ESB-Congresses and fairs.
- Other congress-participations and accomodation in hotels to ESB-conditions by arrangement.

The annual fee excl. VAT

Euro 3'300.-  
SFr. 5'000.-

Desired method of payment:

- annual  
Euro 3'300 / SFr. 5'000
- semiannual  
Euro 3'366 / SFr. 5'100
- quarterly  
Euro 3'432 / SFr. 5'200

*Attention:*

Please attach the profile of your company and your references for the licencing:

The company-profile presents in a short way the enterprise. Frames like foundation, structure of the company, number of employees and key activities are the minimum of information the profile should include.

The list of references gives an overview about activities in the company. Please make a summary of abstracts of your projects, involving sponsors and co-organisators.

company: \_\_\_\_\_

contact person/function: \_\_\_\_\_

further person: \_\_\_\_\_

function: \_\_\_\_\_

street: \_\_\_\_\_

country/zip code/city: \_\_\_\_\_

fon/fax: \_\_\_\_\_

e-mail/website: \_\_\_\_\_

commercial register-nr. (if available): \_\_\_\_\_

start of the first licence-period: \_\_\_\_\_

end of the first licence-period: \_\_\_\_\_

signature/date: \_\_\_\_\_

### 1. Topic

The topic of the agreement is the cooperation (licence-agreement) between a professional agency or a service-company and the ESB Europäische Sponsoring-Börse. The ESB serves for a better medium and intervention of sponsorship-packages and other marketing-cooperations. The membership consists of the right to use the title „Partner of ESB“ and the services defined in the agreement.

### 2. Definition

The ESB Marketing Consult AG, subsequent called as licensor, confers the professional agency, subsequent called as licensee

a. the right to use the title „Partner of ESB“ worldwide as a company addition during the contract period.

b. the right to use the ancillary services of ESB. The aim of these ancillary services is the boost of functionality of ESB and the interest of the ESB-members. Basically it is to distinguish between the common and individuell ancillary services. The common ancillary services consist of information acquisition like help-fax, participation in ESB-congresses and seminars. Also the allocation of advertising- and documentation material by the ESB and the accomplishment of the „ESB-Partners“ ranks among the ancillary service. The ancillary services are listed and specified in the application form.

c. Individuell ancillary services, for example consultation of the licensor to the licensee, are basically not part of the agreement.

### 3. Start and duration of the membership

The membership starts with the date, fixed in the agreement (beginning of the licence-period). The licence agreement is concluded for the duration, which is fixed in the licence agreement. At the end of the duration the contract always renews for one more year, if a contractual partner did not received an abrogation in writing three month ago.

In case of an important matter the parties are allowed to terminate the license without notice. So, if one of either party infrings again and again upon the contract or enddamages the prestige of ESB or their members despite warning.

### 4. Licence fee

For the membership the licensee pays an annual fee according to the appropriate price list. These licence fees have to be payed at the date (beginning of the licence period) every year of the membership. All payments are netto. If the licensee does not pay the fee within 30 days, a request in writing will be sent to pay the fees within 14 days, after sending the admonition. If the admonition is bootless, the liability of the licensor goes from ending of the period of admonition till the completely payment of the fees and consequential charges.

### 5. Treatment of admittance

The statement of intention to the membership to ESB happens by transmission of an application, which contains a profile of the company and references according to terms of admission. After checking the application, the licensor allows to be a ESB-member.

With the consignment of the licence contract by the licensor, the contract get closed. If the content of the contract differs from the content of the application, according to the requirement of the licence contract the contract comes out. Otherwise the applicant has to contradict within 14 days.

### 6. Rights and duties of members

All members have the same rights and duties. The priority, e.g. the enumeration of the members on prospects or the allocation of ancillary services, is defined by the length of continuous membership. If sponsor petitions of a third party get published in the market by intermediation or in the name of a member, the licensee is responsible for the observation of the privacy. Especially the accordance of the concerned person about the announcement and the effect of the dispersion must be given.

In case of disaccordance the licensors opinion counts. The licensor has the right to cancel the contract with immediate effect, because of a non-accaptable decisions by the licensor and also because of a damage of the members interest and/or a third party. The disciplined member has no right for refunding the annual fee.

### 7. Determining of the membership

By determining the membership, the licensee isn't allowed to use the title „member of ESB“ any longer. Does the former licensee break the rule, it's her duty of indemnification observe licensor. Is the ancient licensee in breach of it, she has to pay. Sponsor-petitions, which got published by the licensor till the point of agreement, still remain in the market till expiration based on the project.

### 8. Provisions

The licensor reserves the right to adapt the licence application during the licence period, if it is needed. Substantial amendments have to be confirmed by the licensee changings.

### 9. Accountability and claim for compensation

The licensor does not assume liability or guarantee somehow or other.

### 10. Final clause

All requirements in conjunction with this agreement have to be enforced in writing. Differing and additional arrangements have to be written down. Only the swiss law is authoritative.

### 11. Jurisdiction

Place of execution and jurisdiction is St. Gallen. It's up to ESB Marketing Consult AG to claim at the court, where the contradicting party has it's seat.