



EUROPEAN SHAREWARE CONFERENCE

Dec 08 - 09, 2003 Cologne, Germany

____ **Standard Sponsor Euro 220** ____ **Supporting Sponsor Euro 550** ____ **Premiere Sponsor Euro 1.100**

____ Enclosed is our check for Euro _____ made payable to Rainer Maeder (ESWC e.V.)

____ We have paid online Euro _____ on _____ 2003.

INSTRUCTIONS:

1. Please read both sides of this contract carefully and print or type all information requested.

2. Complete and sign original copy and remit total to:

ESWC e.V. c/o Rainer Maeder
Hauptstr. 184
50226 Frechen
Germany (Fax 49-2234-271827)

Make Checks payable to Rainer Maeder (ESWC e.V)

3. Company Liaison Name of person in charge of sponsorship to whom communication will be made concerning Sponsor items. (Include email address and telephone number if different than below):

Enclosed is the full payment for the total sponsorship. The undersigned agrees to the following provisions: If Sponsor cancels its participation in the conference, such cancellation shall be considered a default on its part and any monies paid hereunder shall be retained by the ESWC e.V. as liquidated damages. **SPONSOR AND THE ESWC e.V. SHALL BE BOUND BY THE TERMS AND CONDITIONS for Sponsorship which has been received and considered as part of this agreement.**

COMPANY/ORGANIZATION: _____

MAILING ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____

POSTCODE: _____ COUNTRY _____

TELEPHONE: _____ FAX _____ EMAIL: _____

BY: _____ DATE: _____

NAME: _____ TITLE: _____

PLEASE READ REVERSE SIDE OF THIS CONTRACT FOR TERMS AND CONDITIONS

1. PURPOSE OF CONFERENCE

The ESWC e.V. is organized to provide a gateway to facilitate sharing information between shareware developers. As such, they sponsor conferences such as the European Shareware Conference as one means of providing a springboard for dialogue. The main purpose of this conference is educational. Sponsor accepts full responsibility and liability for compliance to all laws and regulations.

2. INDEMNITY AND LIMITATION OF LIABILITY

The Sponsor or the officers, agents, or other representatives shall not be held liable for any damage, loss, harm or injury to the person or property of the ESWC E.V. or any of its visitors, officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The Sponsor shall indemnify, defend and protect the ESWC E.V. and save the ESWC E.V. harmless from any and all claims, demands, suits, liability, damages, loss, costs, Attorneys fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Sponsor or its officers, agents, employees or other representatives. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.

3. OBSERVANCE OF LAWS

Sponsor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the conference venue.

4. CANCELLATION OR TERMINATION OF SPONSORSHIP

If because of war, fire, strike, Conference facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy or other cause beyond the control of the ESWC E.V., the Conference or any part thereof is prevented from being held, or is canceled by the ESWC E.V., the ESWC E.V. in its sole discretion shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by the ESWC E.V.. In no case shall the amount of refund by Sponsor exceed the amount of the sponsor fee paid.

5. AGREEMENT TO TERMS, CONDITIONS AND RULES

Sponsor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by the ESWC E.V. from time to time for the efficient or safe operation of the Conference, including but not limited to those contained in the contract. In addition to the ESWC E.V.'s right to withdraw its acceptance of this Application/Contract, the ESWC E.V. in its sole judgment, may refuse to consider for participation in future conferences Sponsors who violate or fail to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Sponsor and the ESWC E.V. except as set forth in this document. The rights of the ESWC E.V. under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the ESWC E.V..