RITA EUROPE 2014

SPONSORS PROSPECTUS



Rencontres Interventionnelles Trans Radial Approach

19th & 20th JUNE 2014

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Dear RITA friends,

The forthcoming RITA EUROPE 2014 will take place in BRUSSELS, BELGIUM on 19th & 20th June 2014.

The very strong bonds forged during the past years of RITA workshops, and previously during the Trans Radial Workshop in Massy, were mainly due to its informal aspect, which we still value and encourage.

Our main activity is to promote the radial approach in Europe.

We think that the meeting's activity has motivated the realization of studies of a new generation. We were very pleased to have had successful workshops on the Trans Radial approach on a European wide scale in recent years and we are very happy to announce our extended European committee. We are hope that the RITA EUROPE meeting becomes the foremost EUROPEAN RADIAL meeting.

Objectives & Preliminary Agenda

- To establish the RITA EUROPE meeting as a referred EUROPEAN think-tank in the radial approach
- To explain the basics of radial approach
- To help beginners to introduce radial technique in their institution
- To demonstrate the feasibility of the technique
- To share expert experience
- To interact with the medical industry in the development of new concepts, new processes and devices and confer scientific credibility upon new clinical and technological projects

Please note that we are open to any suggestions should you want to get involved in the programme or suggest the use of your companies devices for the live cases.

We significantly need your support to ensure we are able to build a successful meeting.

Should you have any further questions, please do not hesitate to contact us.

Many thanks for all your help and support and we are looking forward to hearing from you shortly.

Kind Regards,

The RITA EUROPE 2014 Committee:

Dr. Hakim Benamer, Dr. Bernard Chevalier, Dr. Benjamin Faurie,
Dr. Doug Fraser, Dr. Yves Louvard, Pr. Jacques Monségu, Dr. Jim Nolan
& Pr. Jean-Luc Vandenbossche

Welcome to BRUSSELS, a city with a rich heritage.

The objective of the RITA EUROPE 2014 is to share European experience in the difficult field of the Trans Radial Approach with the help of very experienced European and International Doctors.

The RITA EUROPE 2014 Committee is looking to receive support from pharmaceutical and medical device companies, which develop and market products in the field of the Trans Radial Approach. Your contribution is crucial to the success of the RITA EUROPE 2014 and the ultimate aim is to ensure that requirements of both parties are fulfilled in the most efficient and effective manner possible.

A set of sponsorship and advertising opportunities has been compiled, where you can choose between **FOUR** levels of support: **PLATINUM, GOLD, SIVER or BRONZE.** Each one has been designed to offer you a set of benefits best suited to your budget as well as ease your workload.

PLATINUM LEVEL PARTNERSHIP PACKAGE:

15 MD delegates can be invited on behalf of your company:

- 10 of them will receive travel (up to €300 per person) as well as one night's accommodation.
- 5 will be non-resident. (No accommodation or travel allowance)

5 x Industry meeting registrations:

(Excludes accommodation, flights and transfers).

All registrants will all have access to all presentations, lectures and live sessions as well as coffee breaks, and all meals. Medi8events will liaise directly with the delegates, and book all necessary accommodation and travel. (Excludes airport transfers)

- Exclusive networking opportunity with one member of the **RITA EUROPE 2014 committee** for an hour, **ONE TO ONE**, meeting, prior to the start of the RITA EUROPE 2014. (As a PLATINUM sponsor you may submit a wish list for meeting any specific doctor).
- •The largest company logo on all meeting materials. (Includes: The RITA EUROPE 2014 meeting webpage with a link to your company, as well as all brochures, banners and sponsor wall).
- •A prime location for your exhibition table, with room for a pull-up banner
- •2 complimentary inserts to the congress bag

Cost: €22,750 (+VAT*)

GOLD LEVEL PARTNERSHIP PACKAGE:

8 MD delegates can be invited on behalf of your company:

- •5 of them will receive travel (up to €300 per person) as well as one night's accommodation.
- 3 will be non-resident. (No accommodation or travel allowance)

3 x Industry meeting registrations:

(Excludes Accommodation, flights and transfers).

All registrants will all have access to all presentations, lectures and live sessions as well as coffee breaks, and all meals. Medi8events will liaise directly with the delegates, and book all necessary accommodation and travel. (Excludes airport transfers)

- A large company logo on all meeting materials. (Includes: The RITA EUROPE 2014 meeting webpage with a link to your company, brochure, banners and sponsor wall).
- · A good location for your exhibition table, with room for a pull-up banner
- 1 complimentary insert to the congress bag

Cost: € 14,775 (+VAT*)

SILVER LEVEL PARTNER PACKAGE:

5 MD delegates can be invited on behalf of your company.

- 3 of them will receive travel (up to €300 per person) as well as one nights accommodation.
- 2 will be a non-resident. (No accommodation or travel allowance)

2 x Industry meeting registrations:

Excludes accommodation, flights and transfers).

All registrants will all have access to all presentations, lectures and live sessions as well as coffee breaks, and all meals. Medi8events will liaise directly with the delegates, and book all necessary accommodation and travel. (Excludes airport transfers)

- A medium size company logo on all meeting materials. (Includes: The RITA EUROPE 2014 meeting webpage, brochure, banners and sponsor wall).
- A location for your exhibition table, with room for a pull-up banner

Cost: € 9,925 (+VAT*)

BRONZE LEVEL PARTNER PACKAGE:

2 MD delegates can be invited on behalf of your company.

- 1 of them will receive travel (up to €300 per person) as well as one night accommodation.
- 1 will be a non-resident. (No accommodation or travel allowance.

1 x Industry meeting registrations:

(Excludes Accommodation, flights and transfers).

All registrants will all have access to all presentations, lectures and live sessions as well as coffee breaks, and all meals. Medi8events will liaise directly with the delegates, and book all necessary accommodation and travel. (Excludes airport transfers)

- A small company logo on all meeting materials. (Includes: The RITA EUROPE 2014 meeting webpage, brochure, banners and sponsor wall).
- Use of a <u>shared table</u> for your brochures in the exhibition area.

Please note that should you wish to create a tailor-made package that includes more or less delegates than we have listed above, and then we will be more than happy to liaise with you directly to ensure that there is a perfect solution to your sponsorship requirements.

<u>PLEASE NOTE</u> – Individual industry registrations are <u>ONLY</u> available to companies that have purchased a sponsorship package.

Individual DELEGATE RITA Workshop Registration

Each delegate will benefit from the following:

- Registration to all lectures and live sessions
- All meals, including coffee breaks, the welcome dinner as well as lunches
- Access to all exhibition areas

Cost: € 5,575 (+VAT*)

- Personal networking opportunities
 - 650 € + VAT Non-resident
 - 870 € + VAT Including 1 night of accommodation

Medi8 Events can organize the transportation for those registrants who do not have it included in their package and they will liaise directly with the delegate. The cost will be then invoiced to your company with an additional admin fee (45€ flight + 21% VAT) added per reservation made over and above the inclusion in the sponsorship packages.

* VAT WILL BE REVERSE CHARGED FOR ALL INTRACOMMUNITY REGISTERED COMPANIES

Additional SPONSORSHIP / ADVERTISING opportunities

CONGRESS BAGS – Distributed to all meeting attendees

Cost: €5,000 + VAT - Purchase, shipping and printing will be organized and sourced by the meeting secretariat and is included in the price.

N.B. The RITA committee has final approval over the appearance of the sponsoring company's logo and any other visual elements on the bag.

Approximately 200 bags will be required.

PENS – Distributed to all meeting attendees

Cost: €1,000 + VAT - Purchase, shipping and printing at the sponsor's own cost. This sponsorship allows you to publicize your company to all the delegates. Approximately 200 pens will be required.

CONGRESS NECKLACES – Distributed to all meeting attendees

Cost: €1,000 + VAT - Purchase, shipping and printing at the sponsor's own cost. All participants must wear congress badges for the duration of the congress. N.B. The RITA committee has final approval over the appearance of both the RITA logo and sponsoring company's logo and any other visual elements on the necklaces.

Approximately 200 necklaces will be required

N.B.

You will need to ship all your items to arrive by the 18th June 2014

SECRETARIAT POSTAL ADDRESS:

Alexandra Le Crouerour Medi8 Events Solution slu, Rambla Poblenou, 68, 4° 2^{nda} 08005 Barcelona - Spain

Mob: +34 663 930 604

Email: alexandra@medi8events.com

1 - APPLICATION TO SPONSOR & ADVERTISE

Please ensure that only one application is submitted on behalf of your company.
Contact Person:
Company Name:
Invoice Address:
Telephone:
E-mail Address:
Title / Position:
V.A.T N°:
P.O. N°:
SPONSORSHIP COSTS
PLATINUM - 22,750 € (+VAT*) GOLD - 14,775 € (+VAT*) SILVER - 9,925 € (+VAT*) BRONZE - 5,575 € (+VAT*)
Individual Delegate Registration: Resident – 870 € (+VAT) Individual Delegate Registration: Non-resident - 650 € (+VAT)
CONGRESS BAGS 5,000 € (+VAT) exclusive sponsorship PENS 1,000 € * (+VAT) exclusive sponsorship NECKLACES 1,000 € * (+VAT) exclusive sponsorship
TOTAL:€
Signature:(Indicates agreement with the Terms and conditions)

^{*} Company must provide material.

An invoice will to be issued as soon as we receive your application.

Payment: Please state your company name and invoice number as a reference.

Please email this form back to: alexandra@medi8events.com

2 - MD & INDUSTRY ATTENDEE LIST

Once you have registered you interest to sponsor you will be sent a group registration for your doctors and industry attendees.

We will require one coordinator from your company to send us the list of the delegates clearly indicating the number of room nights required per guests.

The list of your invited MD's must be finalized one month before the meeting date and any unused places will be allocated to MD's without a sponsor.

Please note that rooms are centrally booked through Medi8 Events. We are currently holding some room blocks however this is on a first come, first served basis. Individual registration will depend upon your Sponsorship package. A full cost breakdown will be sent with your invoice. Please do not hesitate to contact us beforehand.

TERMS AND CONDITIONS

1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply: "Contract" shall mean the contract established between the Exhibitor, Sponsor, and/or Advertiser, and the Organisers upon the Exhibitor, Sponsor and/or Advertiser accepting the offer of the Organisers to participate, upon these Terms and Conditions, in the Event. "Event" shall mean the RITA EUROPE 2014.

"Exhibition" shall mean the Exhibition forming part of the Event and as specified on the Application Form. "Exhibition Centre" shall mean selected hotel.

"Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organiser for the purpose of the Exhibition and shall include shell (ready stand) spaces and non-shell (raw) spaces.

"Participant" shall include Exhibitors, Sponsors and Advertisers, the person being described as such in the Application Form and all employees and agents of such person and shall, if applicable, also include permitted sublicensees of the Exhibitor. "Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor, which contains information relating to the Exhibition and the Exhibition Space. "Fees" shall mean the amount payable for the use of the Exhibition and Advertising Space and Sponsorship of the opportunities listed in this prospectus. "Organisers" shall mean Medi8 Events Solutions SLU. "Exhibition Centre Operator" shall mean the owner/proprietor operator/manager of the Exhibition Centre. "Force majeure event" shall mean fire, typhoon, act of terrorism, explosion of any kind, riot or civil commotion, failure or neglect of any person supplying electricity, gas or water, strikes of workmen or other labour disputes or difficulties or anything done or not done by reason thereof, shortage of materials, non completion of the Centre or any part thereof, or disruption of the same by reason of construction or renovation work, failure of any previous participant to vacate a contract or any part thereof or any other cause and weather ejusdem generis or not (no such other cause being within the control of the organisers.

2. ELIGIBILITY FOR and CONDITIONS OF PARTICIPATION

The Organisers have absolute discretion in the admission of Participants and reserve the right to decline any application without giving any reason.

The Participant shall, to the extent appropriate, observe and comply with the rules and regulations of the Exhibition Centre, copies of which are obtainable from the Organisers on request. Certain of the provisions therein are summarised, for Exhibitor reference, in Part I of Point 12 but they shall not, under any circumstances, be construed as limiting the obligations of the Exhibitor to observe and comply with all applicable rules and regulations of the Exhibition Centre.

3. APPLICATION FOR PARTICIPATION

All applications for participants shall be made on the prescribed Application Form. The Application Form shall be submitted to the Organisers accompanied by the deposit for the rental of the Exhibition Space as stated in Point 9.

4. EXHIBITION SPACE LICENSING AND ALLOCATION

Exhibition Space is licensed to the Exhibitor for trade promotion purpose only for the duration of the Exhibition. The Exhibitor is not allowed to sublicense the Exhibition Space allocated to it, either wholly or in part, without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licenses comply with theses Rules and Regulations and shall be responsible for any default of such sub-licenses. The Organisers have absolute discretion in allotting space in the Exhibition and the location of raw space and ready stands. Ready stands are provided by the Organisers' official contractor and are all erected according to a stand pattern. No variation of the standard fascia and lettering will be permitted.

Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. An Exhibitor who is allocated a ready stand will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings, and design proposals for raw spaces must be submitted to the Organiser for approval no later than two months before the Event. Any Exhibitor must comply with, and any of his stand design proposals conform to, the rules and regulations of the Exhibition Complex and those of any public authority or department of the French Government. The Exhibitor shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities; licenses and the like as may be requisite to its participation in the Exhibition.

5. USE OF EXHIBITION SPACE AND SAFETY

The Exhibitor shall move-in to the Exhibition Space according to the arrangements and within the time limits specified by the Organisers. The official contractors nominated for the Exhibition must handle movements of exhibits in and out of the Exhibition Centre. No exhibit will be allowed into or out of the Exhibition Centre without any official delivery order or clearance document. The costs of transporting goods to and from the Hotel, receiving, storing, decorating and removing its exhibits are to be born entirely by the Exhibitor. No Exhibitor may alter or in any way affect the structure or fixtures of the Hotel. Exhibitors will pay the cost of making good any damages caused to the Hotel or fixture by themselves and /or their contractors or sub-contractors. The Organiser reserves the right to refuse admittance to any visitor to the Exhibition. During the licence period the Exhibitor shall be responsible for the good conduct of its employees, servants and agents, contractors and sub-contractors who shall be bound by and must observe these Terms and Conditions in all respects. The Exhibitor's stand must by manned by an authorised and competent representative of the Exhibitor at all times during the Exhibition. This representative must be fully conversant in English with the products and services of the Exhibitor and shall be duly authorised to negotiate and conclude contracts for the sale of the Exhibitor's products and services. Public auctions shall not be permitted in the Exhibition at any time. Counterfeit goods exhibited at the show will not be allowed and the Organisers have the right without recourse to physically remove the items and close down the stand of the said Exhibitor. The Exhibitor will not have any financial claim against the Organisers. Full particulars of stand personnel, agents and representatives must be submitted to the Organisers for approval and registration one month before the Event. All exhibits and stand furnishings must be confined to the area of the Exhibition Space. Any advertising literature should be distributed from the Exhibitor's own stand(s) only. The use of laser products at the Exhibition requires prior written approval from the Organisers. Application for approval of such must be submitted no later than two months before the Event. No Exhibitor shall in no way engage in filming, sound or video recording, any musical performance (including the use of pre-recorded music), telecasting and broadcasting unless prior written approval has been given by the Organisers. Repairs or alterations to the stand or display may only be carried out after the Exhibition is closed to the public and with the prior agreement of the Organisers. No stands or exhibits shall be dismantled before the official closing time of the Exhibition on the last day of the Exhibition unless the Organisers have given special permission. All exhibits and stand material shall be removed immediately after the closing of the Exhibition according the time limits specified by the Organisers. The Exhibitor shall vacate and return the Exhibition Space to the Organisers in as good and clean order as it was when initially licensed out. Any exhibits or stand materials left behind at the Hotel shall be deemed to be abandoned and shall be disposed of at the expense of the Exhibitor concerned. At such time after the close of the Exhibition as the Organisers may specify or on sooner termination of the Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially licensed out. Any property remaining after the last day designated by the Organisers for material to be removed may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. The Organisers reserve the right at any time to order the alterations or removal of any stand, which differs from the approved specifications or which does not conform to the rules and regulations of the Exhibition Centre. The cost of such alteration and removal shall be entirely borne by the Exhibitor.

6. INSURANCE AND LIABILITY

The Exhibitor should ensure that there is in existence prior to its seeking access to the Hotel, a valid insurance policy satisfactory to the Organisers covering (but not limited to) theft, fire public (including occupier's) liability, damage to property and effects, personal injury, consequential loss and any such other risks and natural causes. The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time. The Exhibitor undertakes to indemnify and at all times thereafter to keep indemnified the Organisers, its employees and agents on demand against all claims, liabilities, losses, suits, damages, judgements, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by, the Exhibitor or its contractors or sub-contractors. All exhibits are brought to, displayed and removed from the Exhibition Centre at the Exhibitor's own risk and should be safeguarded by the Exhibitor at all times. The Organiser shall not be responsible for any error or omission relation to the Exhibitor, its equipment, products or services in the listings in the Exhibition's Official Directory or in any promotional material. The Organisers shall not be held responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as the result of the Exhibition. If any Exhibition is cancelled or postponed due to any force majeure events, the fees may be reduced by such amount as the Organisers may, at their absolute discretion, think fit. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered of additional expenses incurred as a result of any cancellation, postponement, and alteration in character or reduction in scale of the Exhibition. Generally, participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

7. GUIDELINES FOR SYMPOSIA AND WORKSHOPS

The Fee charged does not cover any services outside those listed in this Prospectus. The Organiser shall not cover the costs arising from the audiovisual extras; invitations, travel, accommodation or registration fees for any party concerned; or any such cost as yet undetermined.

8. PUBLICITY

The Participant shall not disclose, appropriate or use any technical or confidential information regarding the business or affairs of the Organisers or any of the other Participants in the Event acquired by way of the Participant's contract to participate in the Event.

9. TERMS OF PAYMENT AND CANCELLATION POLICY

Payment of the fees by the dates hereunder, indicated is of the essence to the participation by the Participant in the Event. Manner of payment shall be in two instalments:

1. 50 % deposit of the total amount to be paid at the date of reservation. Proof of payment must be attached to the original Application Form.

The invoice of the amount will be issued upon receipt of the 50% deposit sent with the application form and will indicate the outstanding balance to be settled. After this date, a charge of 20% APR on the total amount will be implemented. No Participant will be allowed to participate or have access

to the Event should both payment instalments not have been received by the Organisers prior to the Event. The Application Form is irrevocable. In the event of abandonment by the Participant, the Participant must pay the full amount of the participation fee. In this case and if applicable, the Organisers can make use of the stand even by assigning it to other Exhibitors. Any Participant who serves notice of abandonment without having paid the down payment as required, will be required to pay 50% of the total fees due, the Participant will be required to pay the entire sum due if the notice is received after this date.

10. FORCE MAJEURE

In the event of force majeure, the participant will pay the amount of its participation as dictated in the cancellation policy. If by reason of any force majeure event the organisers are or reasonably expect that they will be prevented or hindered from fulfilling the substance of its obligations or any particular part or parts thereof under a contract, the organisers will be entitled at any time thereafter to cancel or suspend the contract (whether in whole or in part) by notice to the participant. The organisers will be under no liability to any participant for any loss, which they may sustain as a result of any force majeure event.

11. WAIVER

No waiver by the Organisers of any of the provisions of these Rules and Regulations or of any of its rights hereunder shall have effect unless given in writing and signed by the Organisers. The waiver by the Organisers of any of these Rules and Regulations shall not prevent the subsequent enforcement of these Rules and Regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.

12. TERMINATION OF PARTICIPATION

The Organisers shall have the right to terminate without notice a Participant's right to participate in the Event upon occurrence of any of the following events:

- a) If the Participant or any of its representatives commits a breach of any of these Rules and Regulations; or
- b) If the Hotel and/or the Exhibition Space becomes unfit for occupancy and use or the Exhibition is cancelled; or
- c) If the holding of the Exhibition or the performance of this Contract by the Organisers is substantially or materially interfered with due to any cause
- or causes not reasonably within the control of the Organisers; or
- d) If the Organisers are not satisfied that the Participant conducts an activity that does not conform to the nature and purpose of the Event or if proper use is not being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition; or
- e) If the payment of Fees is not made by the Participant in accordance with Point 9; or
- f) If the Participant is, for any reason, unable to meet his contractual obligations.
- In the event that a Participant's right to participate in the Event is terminated under Point 11 a), b), c), d), e), or f) the Participant shall have no claim for refund of any fees paid to the Organisers.

13. ADDITIONAL RULES AND REGULATIONS

Summary of certain of the rules and regulations of Exhibition Centre

STANDS AND EXHIBITS

The Exhibitor must ensure that its displays are properly spread and do not exceed the maximum load limitations for the Exhibition space. Stand assembling, installation and decoration must be carried out within the time limits specified by the Hotel Operator and must in any case be complete by 18:00 on the day preceding the Exhibition opening. Only with a written authorisation of the Organisers will the Exhibitor be allowed to use amplifier as a backing up of demonstration exclusively in the exhibition areas in which it has been foreseen. Diffusion boxes will have to be irremovably fixed and oriented towards the inner side of the stands and should not exceed the allowed decibel. Authorised representatives of the Exhibitor must man all stands during the Exhibition hours and should wear the identification badges specified for the Exhibition. The Hotel Operator reserves the right to remove at the Exhibitor's expense any person or persons acting in a way which or any exhibits or publicity materials which they consider, at their absolute discretion, to be hazardous, illegal, immoral, undesirable, inappropriate, harmful offensive obscene or otherwise objectionable to the Hotel Operator, or not conforming to the set up of the Exhibition or which does not fall within the exhibit description of the Exhibition. Repairs or alterations by removal or addition of materials may be carried out only when the premises are closed to the public and with the Agreement of the Organisers. In the interest of safety, access by the Exhibition Operator to the Exhibitor's stand(s) must be allowed at all times to allow for repairs and maintenance to be carried out.

MOVEMENT OF EXHIBITS

The erection and removal of stands, materials and exhibits must take place within the time limits specified by the Exhibition Operator.

ELECTRICITY SUPPLY

Electricity, whether from the mains, batteries or generators shall be supplied only by the Exhibition Operator. Only the Exhibition or its official Contractor may make connections into permanent distribution boxes.

SAFETY & FIRE REGULATIONS

All fire, electrical and safety laws and regulations of the hotel must be strictly observed. Aisles, fire exits, fire protection systems and security systems must be kept clear and accessible at all times. No storage behind exhibits is provided or permitted. All aisles must be a minimum of 2 meters. All materials used in the construction and decoration of Exhibition stands shall be flame retardant in accordance with local regulations and be subject to inspection by the Hotel Operator or its appointed agent. Relevant certificates of fire test, flame test or fume test should be available for inspection if requested. Additional fire precautions may be required by special cases by the Hotel Operator or the local authorities. Nothing should be done to invalidate or adversely affect the fire or other insurance policies covering the Exhibition or the Hotel.

SECURITY

The Hotel Operator shall take all reasonable security precautions in the interests of the Exhibitors and visitors during the period of occupancy of the Hotel and the provision of such services shall constitute adequate discharge of all obligations of the Hotel Operator to supervise and protect property located within the Exhibition Centre. Additional security measures may be required and shall be provided with the prior approval of the Hotel Operator and upon payment of the necessary extra costs. A security contractor nominated by the Hotel Operator shall provide such additional guards. The Hotel Operator shall not be held responsible for any loss or theft of exhibits at the Hotel or for any loss or damage to exhibits or any articles belonging to the Exhibitors during the period of occupancy.

14. GOVERNING LAW AND JURISTICTION

These Rules and Regulations shall be governed and construed in all respects in accordance with Spanish law.