

**MORGAN STANLEY MONETARY SPONSORSHIP TERMS**  
**Effective as of 8 August 2025 (last amended 8 August 2025)**

1. **Orders.** We both agree that these terms (and only these terms) govern all aspects of the procurement and supply of all services/sponsorship benefits set out in our order form that links to these terms or to which they are attached. These terms prevail over anything that appears on your website or any order form, acknowledgement, confirmation, estimate, quotation or invoice you issue.
2. **Provision of Services/Benefits.** You will provide the services/benefits as set out in our order. You confirm that: (a) you have all of the rights, licences and approvals required to provide the services/benefits properly and to grant us the rights you grant us; (b) the services/benefits will match what is set out in our order and will be performed to the best of your ability and in a timely and professional manner; (c) if you or your personnel or other attendees invited by you have access to premises where we host any event, you will ensure that all those attendees comply with our applicable policies regard security, health and safety and, if we are serving food or drink, you will ensure we are notified in advance of any dietary requirements; (d) you will not, and will not permit any third party to, say or do anything that harms our reputation or business or that of any member of our corporate group; (e) you are not subject to any sanctions that restrict us from dealing with you; and (f) the services/benefits, and you and your personnel (including any subcontractors), will comply with all relevant laws and regulations.
3. **Fees, Invoicing and Payment.** You will charge us for the relevant fees set out in our order, which you agree to invoice to our appointed payment agent, upon completion of the services/benefits (unless otherwise agreed with our agent). Unless agreed otherwise with our agent or required by law, each invoice will be payable within 30 days of our agent receiving the invoice. You agree that payment by our agent will discharge our indebtedness to you in respect of the relevant invoice.
4. **Confidentiality.** You will keep secure and strictly confidential all information you obtain from us in the course of or in connection with our order (whether before or after entering into it), whether in oral, written or other form, and use it only for the purposes of our order. If you obtain personal data from us in the course of or in connection with our order, we will each comply with the additional provisions set out in [Data Processing Terms Abridged.pdf](#).
5. **Intellectual Property.** We give you permission, for the duration of the event/endeavour/initiative/project that is the subject of our sponsorship, to display and use the Morgan Stanley name (in accordance with our [Logo Usage Guidelines](#)), solely to recognise our sponsorship of it, provided you give us reasonable opportunity to review each proposed use beforehand. This permission is non-transferable and non-exclusive and we may withdraw it at any time. You grant us and the members of our corporate group permission to use your name and logo (and, if relevant, your mission statement and any general information regarding the event/endeavour/initiative/project), including on our internal and external website(s) and social media channel(s) and in hyperlinks to your website(s) and social media channel(s), solely to publicise our sponsorship of the event/endeavour/initiative/project. If you are responsible for creating or arranging any photographs, audio or video recordings or other materials in the course of or in connection with the services/benefits, you will assign (and will get your personnel (including any subcontractors) to assign) to us all associated intellectual property rights in those deliverables. You agree (and will get your personnel (including any subcontractors) to agree) to waive all rights of publicity and moral rights in those deliverables in favour of us. However, any rights you had in materials prior to the order or independent of it will not be assigned to us, but if any of those materials form part of, or are required in order to use, any deliverables you provide to us, you agree to grant us (or obtain for us) permission to use, copy, modify and distribute those materials to allow us full use and enjoyment of those deliverables. You will reimburse us for any losses or liabilities incurred by us and/or any member of our corporate group arising from any claim that anything you provide infringes any intellectual property right or other right of a third party.
6. **Independent Contractor.** We both acknowledge that we are acting as independent contractors, and not creating a partnership or joint venture relationship between us or any members of our respective corporate groups.
7. **Insurance.** You will take out insurance policies that cover all commonly insurable potential liability you may incur under our order and any policies that are required by law. You will provide evidence of such cover if we ask for it.
8. **Notification Obligations.** You will promptly let us know if you become aware of anything that may have a negative impact on your ability to provide the services/benefits. You will also promptly let us know if you receive any complaint from any of our clients relating to the services/benefits.
9. **Other terms.** We both agree that any disputes between us will be dealt with as follows:  
If your main business address is in any country in the Americas: only in the courts of the state of New York, under New York law (without regard to its choice of laws principles).  
If your main business address is in any country in Europe, Middle East or Africa: only in the courts of England, under English law.  
If your main business address is in any country in Asia or Australasia: only by arbitration administered by the Hong Kong International Arbitration Centre under the HKIAC Administered Arbitration Rules, applying Hong Kong law.