

**FT STRATEGIES - THE YOUNGER AUDIENCE NETWORK**  
**CORPORATE MEMBERSHIP TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1** These Terms and Conditions together with the Term Sheet form the membership agreement between the Member and FT (the “**Agreement**”) for participation in FT’s forum and programme of events known as The Younger Audience Network (the “**Network**”). If there is a conflict between the Term Sheet and these Terms and Conditions, the Term Sheet takes precedence.
- 1.2** Words and phrases have the meaning given to them in the Term Sheet and these Terms and Conditions.
- (a)** “**Attendee**” means any individual that Member nominates to participate in The Network or an Event.
  - (b)** “**Event**” means any event arranged by FT relating to the Network.
  - (c)** “**Membership**” means corporate membership of The Younger Audience Network, which shall include the membership benefits set out on the Term Sheet.
- 1.3** Terms such as “including” are illustrative and do not limit the preceding words. Headings do not affect the interpretation of this Agreement. References to statutes include any amendments. “Writing” includes emails but not faxes, text messages or WhatsApp or similar instant messaging services

**2. MEMBERSHIP AND EVENTS**

- 2.1** FT grants Membership to the Member on the terms set out in this Agreement.
- 2.2** FT alone decides the focus and content of the Network and all Events, including who is invited to speak or attend. Speakers express their own views, which may not reflect those of FT. Speakers and attendees may change. FT will inform registered Attendees if there is any change to the venue or timing of an Event.
- 2.3** Member is responsible for how its Attendees behave. Attendees must: (a) act professionally and follow any reasonable instructions from FT about their participation in the Network or any Event; (b) not cause a nuisance, disruption or security risk at any Event; and (c) not be disqualified as a director, barred from any professional body, or under professional or regulatory investigation. FT may refuse entry to, or remove, any Member or Attendee who fails to comply with this Agreement.
- 2.4** Member is entering into this Agreement for business purposes, not as a consumer. Member must not send more Attendees to an Event than the number stated in the Term Sheet. Member understands that places at Events are limited and not guaranteed. If an Attendee is unable to attend an Event they are registered for, Member must let FT know as soon as reasonably possible. Member must also give FT any reasonable help or information it asks for to support Member’s use of the Membership, including Attendee details.
- 2.5** FT may need to postpone or cancel an Event in exceptional circumstances. FT will notify Member as soon as reasonably practicable if this happens. If an Event is postponed, FT will set a new date at its discretion and notify Member as soon as possible. FT is not liable for any costs, losses or damages incurred by Member or its Attendees as a result of the postponement or cancellation.
- 2.6** FT may film, record or photograph any Event. FT may use and share this material in any media, including on social media, without payment to any Member or Attendee. If an Attendee does not wish to appear in any footage, they must tell an FT representative at the Event. Attendees may take photographs for personal use, but must not record audio or video, or use photographs for commercial purposes, unless FT gives express permission.

**3. FEES**

- 3.1** Member shall pay the Membership Fee either: (a) by bank transfer, within 30 days of the date of our invoice; or (b) by credit or debit card, at the point of submitting Member’s membership application via the FT website. If Member chooses to pay by card, Member shall be responsible for any transaction fees charged by the card provider. Card payments will be processed by FT’s authorised payment service provider and are subject to their terms and conditions. All amounts are exclusive of VAT and any other applicable sales taxes and must be paid in full without set-off, counterclaim, deduction or withholding. If any amount is overdue, FT may: (a) suspend Member’s and its Attendees’ access to Events and Membership Benefits until payment is made in full; and (b) charge interest on the overdue amount at 3% per annum above the Barclays Bank plc base rate, accruing daily.

#### **4. INTELLECTUAL PROPERTY**

- 4.1** FT owns all intellectual property rights in materials relating to the Network and any Event. This includes the “FT” and “The Younger Audience Network” brands, marketing and promotional materials, speaker papers and presentations, recordings, footage, photographs, member, attendee and speaker lists, and any related website or app. Members and Attendees may not copy or share any of these materials outside Member’s organisation without FT’s prior written consent.
- 4.2** Members and Attendees may refer to their involvement in the Network and Events but must not use FT’s brands in any other way without FT’s prior written permission. Member must not suggest that FT endorses Member, act as if representing FT, or do anything that could harm or misrepresent the Network, an Event or FT’s brands.
- 4.3** Member gives FT permission to use Member’s name and logo to identify it as a member of the Network in marketing materials and Event attendee lists.

#### **5. CONFIDENTIALITY AND PRIVACY**

- 5.1** Each party shall keep confidential all information (whether written or oral) about the other’s business and affairs received in connection with discussions leading to, or during the performance of, this Agreement. This does not apply to information that: (a) is trivial, obvious or already publicly available; (b) was already in the receiving party’s possession, unless obtained in breach of this clause; (c) must be disclosed by law, a court or a government authority; or (d) in the case of FT only, is obtained by its editorial or newsgathering teams acting independently of this Agreement. It is not confidential that Member is part of the Network or that Member and its Attendees attend Events.
- 5.2** FT will comply with its obligations as a data controller under applicable data protection laws when processing personal data of Member and Attendees in connection with this Agreement. FT may contact Member and Attendees about the Network and any Events. FT may include the name, job title and employer of Member and Attendees on membership and attendee lists and may share those lists with other members and attendees, unless Member or an Attendee notifies FT in advance that they do not wish to be included. Member shall keep such lists confidential and comply with applicable data protection and direct marketing laws when using them.

#### **6. TERM AND TERMINATION**

- 6.1** This Agreement starts on the Commencement Date and continues for the Term, unless terminated earlier in accordance with this Agreement.
- 6.2** Either party may terminate this Agreement immediately by written notice to the other if: (a) the other party commits a material breach of this Agreement (including failure by Member to pay Membership Fees on time) and, if the breach can be remedied, does not do so within 14 days of receiving written notice to fix it; or (b) the other party: (i) ceases, or threatens to cease, to carry on business; (ii) has a liquidator, receiver or administrator appointed over all or part of its business or assets; (iii) passes a resolution or is the subject of a court order for winding up or administration; (iv) enters into a voluntary arrangement with creditors; (v) is unable to pay its debts as they fall due or is the subject of a bankruptcy petition; or (vi) is subject to any similar process in any other jurisdiction.
- 6.3** FT may terminate this Agreement immediately by written notice if: (a) Member, or any of its shareholders or directors, becomes subject to sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions laws of the UK, EU, US or Hong Kong; (b) there is a change of control of Member (meaning another person or entity gains more than 50% of its voting rights, acquires most or all of its assets, or gains control of its day-to-day management); or (c) FT decides to dissolve the Network. In each case, FT shall refund Member a pro-rata share of any Membership Fees already paid for the remainder of the Term.
- 6.4** When this Agreement terminates or expires: (a) Member’s Membership will end and Member will no longer be entitled to the Membership Benefits; (b) any provisions of this Agreement that by their nature are intended to continue after termination or expiry shall survive, including clauses relating to intellectual property, confidentiality, data protection, liability, and payment; and (c) it will not affect any rights or remedies that have already accrued at the date of termination or expiry.

#### **7. LIABILITY**

- 7.1** Without prejudice to Member’s obligation to pay the Fees: (a) neither party is liable to the other for any indirect, special, incidental or consequential loss, damage, cost or claim; and (b) the total liability of each party under or in connection with this Agreement is limited to: (i) £1,000,000 for property damage caused by the acts or omissions of Member or any Attendee, or for breach of the confidentiality obligations in this Agreement; and (ii) in all other cases, 150% of the Fee.
- 7.2** Nothing in this Agreement limits or excludes either party’s liability for: (a) any indemnity given under this Agreement; (b) death or personal injury caused by its negligence; (c) fraud or fraudulent misrepresentation; (d) infringement or misuse of the other party’s intellectual property rights; or (e) anything else that cannot legally be limited or excluded.

**7.3** Except as expressly stated in this Agreement and to the extent permitted by law, neither party gives any warranty, condition or representation (whether express or implied, statutory or otherwise), and all such terms are excluded. FT also does not warrant or represent: (a) the number, seniority or identity of speakers or attendees at any Event; (b) the accuracy or reliability of any Event Materials or information shared at Events; or (c) that any digital Event will be uninterrupted or compatible with any particular IT systems.

## **8. FORCE MAJEURE**

**8.1** Neither party shall be in breach of this Agreement, or liable for any delay or failure to perform its obligations (except for payment obligations), if the delay or failure results from: (a) circumstances beyond its reasonable control, including (but not limited to) severe weather, flood, fire, explosion, earthquake, epidemic or pandemic, power failure, war, terrorism, civil unrest, strike, airport disruption, or other industrial action ("**Force Majeure Event**"); or (b) a reasonable expectation, based on surrounding circumstances, that it would not be safe to perform its obligations due to a Force Majeure Event. If a Force Majeure Event lasts for at least fourteen days, either party may terminate this Agreement by giving written notice to the other.

## **9. GENERAL**

**9.1** Any notice under this Agreement must be in writing and sent by email or by courier to the address or email address set out in the Term Sheet (or such other address or email as notified in writing). Notices sent by email are deemed received at the time of transmission, and notices sent by courier are deemed received on delivery. Notices may not be served by any other means.

**9.2** Nothing in this Agreement creates a partnership or makes either party the agent of the other. Neither party has authority to bind the other, enter into contracts on the other's behalf, or represent the other in any way.

**9.3** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

**9.4** This Agreement is the entire agreement between the parties and replaces any previous agreements or understandings about its subject matter. Each party confirms that, in entering into this Agreement, it has not relied on any statement, representation, assurance or warranty that is not expressly set out in this Agreement. Nothing in this clause limits or excludes liability for fraud.

**9.5** The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**9.6** If any part of this Agreement is found by a court or other authority to be invalid, illegal or unenforceable, that part will be treated as if it is not included in the Agreement. The rest of the Agreement will continue to apply. If possible, the affected provision will apply with the minimum change needed to make it valid and enforceable.

**9.7** A person who is not a party to this Agreement will not have any rights under or in connection with it.

**9.8** This Agreement may only be amended by written agreement of the parties.

**9.9** This Agreement may be signed in counterparts, each of which will be treated as an original. A signed copy sent by email as a PDF will also be treated as an original.

**9.10** Member may only assign its rights under this Agreement or subcontract any of its obligations with FT's prior written consent.

**9.11** This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

## **10. VERSION OF TERMS AND CONDITIONS**

**10.1** This version of the Terms and Conditions applies to Term Sheets signed by FT and Member on or after 4 July 2025, until it is replaced by a new version. FT may change these Terms and Conditions at any time by posting an updated version at <https://www.ftstrategies.com/networks/younger-audiences-terms-and-conditions>. Any changes will not apply to Term Sheets already signed by FT and Member.