

## MATERIALS AND FINISHES SHOW 2024 SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement has been entered into by and between Angus Montgomery Ltd incorporated and registered in England and Wales with company number 00576440 whose registered office is at 9 Manchester Square, London, W1U 3PL (the “**Organiser**”), and the party specified in section 1 of Schedule 1 (the “**Sponsor**”) (each, a “**party**”; together, the “**parties**”).

**This agreement has been entered into on the date stated at section 4 of Schedule 1.**

### BACKGROUND

- (A) The Organiser owns or controls the Commercial Rights and wishes to market and license certain Commercial Rights as sponsorship packages to sponsors during the Term and for the Territory.
- (B) The Sponsor wishes to acquire, and the Organiser wishes to grant to the Sponsor, a sponsorship package for the Event on the terms and conditions set out in this agreement.

### AGREED TERMS

#### 1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

##### 1.1 Definitions:

**Applicable Laws:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date set out in section 4 of Schedule 1.

**Commercial Rights:** any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

**Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “**controls**”, “**controlled**” and the expression “**change of control**” shall be construed accordingly.

**Data Protection Legislation:** the Data Protection Act 2018 and all regulations made under it and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**Designation:** the official status assigned to the Sponsor as set out in section 6 of Schedule 1.

**Event:** the name of the event as set out in section 2 of Schedule 1, which is to take place at the Venue on the date specified in section 2 of Schedule 1.

**Event Marks:** the Organiser's Marks and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

**Event Marks Guidelines:** the Organiser's guidelines setting out the technical requirements for the reproduction of the Event Marks, as these guidelines may be amended by the Organiser from time to time by notice in writing to the Sponsor.

**Force Majeure Event:** has the meaning given in clause 18.1.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Organiser's Marks:** the trade mark(s) to be used for all promotion, advertising and marketing of the Event, as set out in section 7 of Schedule 1, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Organiser that are to be used in connection with the Event.

**Sponsor Category:** details of the Sponsor's business sector, as set out in section 8 of Schedule 1.

**Sponsor's Marks:** the trade mark(s) to be used for all promotion, advertising and marketing of the Event, as set out in section 9 of Schedule 1, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor that are to be used in connection with the Event.

**Sponsor's Products:** the Sponsor's products and/or services as set out in section 10 of Schedule 1, and the Sponsor's Premiums.

**Sponsor's Premiums:** any item or product which is used to promote the Sponsor and/or the sale of the Sponsor's Products at or in connection with the Event and which is distributed free of charge or sold at a subsidised price, and which bears or is distributed in association with the Event Marks.

**Sponsor's Event Materials:** any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor or the Sponsor's Products with the Event, or which incorporate or are distributed in association with the Event Marks including any such Sponsor's Products and the Sponsor's Premiums.

**Sponsorship Fee:** the sum(s) payable in accordance with clause 4.1.

**Sponsorship Rights:** the bundle of rights granted to the Sponsor as set out more fully in section 11 of Schedule 1, which includes the licence of the Event Marks granted in clause 2.1.1.

**Term:** the date as set out in section 5 of Schedule 1.

**Territory:** the United Kingdom.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

**Venue:** means the premises where the Event is to take place, as set out in section 3 of Schedule 1.

- 1.2 A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to "**writing**" or "**written**" includes fax and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to "**this agreement**" or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.11 References to clauses and to the Schedule are to the clauses and to the Schedule of this agreement and references to sections are to the relevant sections of the Schedule.
- 1.12 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 Grant of rights**

- 2.1 The Organiser grants and the Sponsor accepts:
  - 2.1.1 a licence to use the Event Marks on the Sponsor's Products and in advertising for the Sponsor's Products; and
  - 2.1.2 the other Sponsorship Rights, during the Term, for the Territory and in accordance with the terms and conditions set out in this agreement.
- 2.2 All rights not expressly granted to the Sponsor under this agreement are reserved to the Organiser. The Sponsor acknowledges and agrees that:
  - 2.2.1 the Organiser is the owner or controller of the Commercial Rights and of all rights in the Event Marks;
  - 2.2.2 the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights; and
  - 2.2.3 the Organiser shall be entitled to enter into any sponsorship arrangement with any third party outside of the Sponsorship Category. The Sponsor agrees that the Organiser shall not be, nor deemed to be, in breach of any provision of this agreement as a result of entering into that arrangement.
- 2.3 If any of the Sponsorship Rights are expressed to be exclusive, the Organiser shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services in the Sponsor's Category.
- 2.4 The Sponsor grants and the Organiser accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Marks:
  - 2.4.1 during the Term for the delivery of the Sponsorship Rights; and
  - 2.4.2 in perpetuity to promote and exploit the Event in any media whether now known or yet to be created (including on a website or mobile application) including by use on promotional material and merchandising.
- 2.5 Where the Sponsorship Rights include the provision of a stand such that the Sponsor is an "Exhibitor" as defined in the Organiser's exhibition space terms and conditions (a copy of which is attached as Schedule 2) (the "**Exhibition Terms and Conditions**") then the following clauses in the Exhibition Terms and Conditions shall be incorporated by reference into this agreement: clause 3.2, clause 5, clauses 8 to 19, clause 21, clause 22, clause 23(iv), 23(v), 23(vi) and 23(vii) and clause 26. If there are any defined terms within the terms from the Exhibition Terms and Conditions which are incorporated into this agreement pursuant to this clause 2.5 then they shall have the meaning given to them within the Exhibition Terms and Conditions.

## **3 Term**

- 3.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 16, until the end of the Term when it shall terminate automatically without notice.

## **4 Sponsorship Fee**

- 4.1 In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay the Organiser the fee specified in section 12 of Schedule 1 which shall be the Sponsorship Fee, payable in the amount(s) and on the date(s) set out in section 12 of Schedule 1.
- 4.2 Without prejudice to the other rights of the Sponsor under this agreement unless specified to the contrary in section 12 of Schedule 1 the Sponsorship Fee shall not be refundable by the Organiser under any circumstances.
- 4.3 All sums payable under this agreement are exclusive of any VAT that may be payable.
- 4.4 If the Sponsor fails to make any payment due to the Organiser under this agreement by the due date for payment, then, without limiting the Organiser's remedies under clause 16, the Sponsor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the base lending rate of HSBC Bank plc from time to time.
- 4.5 All amounts due under this agreement shall be paid by the Sponsor to the Organiser in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law in which event the Sponsor shall gross-up any such payment so that the Organiser receives an amount equal to the sum due net of such deduction).

## **5 Obligations of the Sponsor**

- 5.1 The Sponsor undertakes to the Organiser:

- 5.1.1 to exercise the Sponsorship Rights strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
  - 5.1.2 to provide to the Organiser, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by the Organiser for it to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
  - 5.1.3 to use the Event Marks and other branding materials provided by the Organiser in accordance with the Event Marks Guidelines;
  - 5.1.4 to apply any legal notices as required by the Organiser or as set out in the Event Marks Guidelines on all Sponsor's Event Materials;
  - 5.1.5 to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all the Sponsor's Event Materials, before their distribution, production or sale;
  - 5.1.6 to ensure that all Sponsor's Event Materials shall comply in all respects with the samples approved in accordance with clause 5.1.5;
  - 5.1.7 to ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor's Event Materials shall comply with all Applicable Laws and the highest standards of business ethics;
  - 5.1.8 to immediately at the written request of the Organiser and at its sole cost, withdraw from circulation any Sponsor's Event Materials which do not comply with clause 5.1.3 to clause 5.1.7;
  - 5.1.9 to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
  - 5.1.10 not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
  - 5.1.11 not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this agreement;
  - 5.1.12 not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
  - 5.1.13 to provide all reasonable assistance to the Organiser in relation to the Organiser's exploitation of the Commercial Rights;
  - 5.1.14 to assist the Organiser in protecting the Event Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Event Marks or the Organiser's title to the Event Marks or the image of the Event, the Organiser or the Venue;
  - 5.1.15 to notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the Organiser;
  - 5.1.16 to hold any additional goodwill generated by the Sponsor for the Event Marks as bare trustee for the Organiser and to assign the same to the Organiser at any time on request and in any event following termination of this agreement; and
  - 5.1.17 to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Organiser to protect the Event Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark register or other register, or in any other way.
- 5.2 The Sponsor appoints the Organiser to be its attorney to execute any document or do any thing which the Sponsor fails to execute or do within seven (7) days of a written request from the Organiser pursuant to clause 5.1.16 or clause 5.1.17. This power of attorney is irrevocable by the Sponsor as long as any of the Sponsor's obligations under clause 5.1.16 or clause 5.1.17 remain undischarged. The Sponsor shall ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.
- 5.3 The Sponsor acknowledges that it has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, including to its Affiliates, without the Organiser's prior written consent and that any such purported dealing in breach thereof shall be null and void and of no effect and amount to a repudiation and material breach of the agreement by the Sponsor.
- 5.4 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without the Organiser's prior written consent.

## **6 Obligations of the Organiser**

- 6.1 The Organiser shall procure the organisation and staging of the Event at the Venue at its sole cost and expense in accordance with the terms of this agreement.
- 6.2 The Organiser confirms that, to the extent applicable in accordance with Schedule 1, it shall be responsible for:
- 6.2.1 arranging the attendance of and payment for all Event presenters, speakers, stewards, staff and other personnel on public duty employed, engaged or appointed by the Organiser throughout the Event; and
  - 6.2.2 the printing and supply of flyers, posters, programmes, admission tickets, stationery, publicity material and advertisements in local and national press which shall bear the Event Marks.
- 6.3 The Organiser shall use all reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.
- 6.4 To the extent applicable in accordance with Schedule 1, the Organiser shall:
- 6.4.1 ensure that all relevant Sponsor signage and advertising to be delivered as part of the Sponsorship Rights is properly in place and operational and not concealed or obscured from view at any time;
  - 6.4.2 use its reasonable endeavours to procure that broadcasters will not use any method (whether existing now or in the future, including live or near-live post-production methods) to alter or change in any way whatsoever any and all Venue advertising and promotion materials (including banners, boards and hoardings) featuring the Sponsor's Marks in any television or streaming coverage of the Event; and
  - 6.4.3 whenever possible, ensure that the Sponsor's Marks will be incorporated into all promotional, advertising and publicity material.
- 6.5 The Organiser shall comply with all Applicable Laws relevant to its performance of this agreement as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and crowd security measures at the Venue.
- 6.6 The Organiser accepts that, regardless of the obligations of the Organiser to promote the Event within the terms of this agreement, the Sponsor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, services, goodwill and reputation through the Sponsor's association with the Event on and subject to the terms of this agreement.

## **7 Representations and warranties**

- 7.1 Each party warrants and undertakes to the other that:
- 7.1.1 it has full authority to enter into this agreement and is not bound by any agreement with any third party that adversely affects this agreement; and
  - 7.1.2 it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this agreement.
- 7.2 The Organiser represents to the Sponsor that:
- 7.2.1 the Sponsor's use of the Event Marks and its exercise of the other Sponsorship Rights in accordance with the provisions of this agreement shall not infringe the rights of any third party; and
  - 7.2.2 it has entered into a bona fide written agreement for the use of the Venue with the proprietor of the Venue and has made all administrative and financial arrangements necessary for the running of the Event, including the hiring of the Venue and any prior arrangements required by the proprietor of the Venue and the local authority.
- 7.3 The Sponsor represents and warrants that:
- 7.3.1 it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the Organiser in relation to this agreement and the Organiser shall be entitled to see evidence to this effect on request; and
  - 7.3.2 the Organiser's use of the Sponsor's Marks in accordance with clause 2.4 will not infringe the rights of any third party.

## **8 Anti-bribery**

- 8.1 Each party agrees that it shall:
- 8.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
  - 8.1.2 maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
  - 8.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this agreement.
- 8.2 Each party shall ensure that any person associated with it who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from that person terms equivalent to those imposed in this clause 8 ("**Relevant Terms**"). The party shall be responsible for the observance and performance by these persons of the Relevant Terms, and shall be directly liable to the other party for any breach by these persons of any of the Relevant Terms.
- 8.3 Breach of this clause 8 shall be deemed a material breach under clause 16.1.2.

## **9 Data protection**

- 9.1 The parties acknowledge that Event attendee details together with any and all other data provided by one party to the other party in connection with the Event and this agreement may include Personal Data (as that capitalised term is defined in Data Protection Legislation) and each party agrees to discharge its obligations under Data Protection Legislation (and where relevant, data protection laws and regulations applicable in jurisdictions other than the UK) in respect of such Personal Data.
- 9.2 The parties shall comply (and procure the compliance of all of their respective directors, officers, employees, sub-contractors and agents) with all relevant provisions of Data Protection Legislation relating to Personal Data kept and/or processed by it for the purposes of exercising its rights and carrying out its obligations under this agreement.
- 9.3 Without prejudice to the foregoing clauses, the parties:
- 9.3.1 agree to take such appropriate technical and organisational measures against unauthorised or unlawful processing or disclosure, and accidental loss or destruction of or damage to Personal Data as are required to comply with Data Protection Legislation; and
  - 9.3.2 both reserve the right upon giving reasonable notice and within normal business hours to inspect the other's records and systems (and those of its subcontractors and agents) in order to ascertain compliance with Data Protection Legislation and this agreement. The parties shall bear their own costs of any such inspection and shall carry out such inspection with the minimum of disruption to the business of the other party.
- 9.4 Breach of this clause 9 shall be deemed a material breach under clause 16.1.2.
- 9.5 By accepting these terms, and unless the Sponsor notifies the Organiser in writing to the contrary, the Sponsor is expressly consenting, under all relevant Data Protection Legislation to the Organiser communicating with Sponsors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organiser's lawful purposes which will include the performance of our agreement with you and for our legitimate business interests, and; accounts processing, internal analysis of Sponsors, inviting Sponsors to other events organised by the Organiser or its group, disclosure of information to contractors who provide services in respect of the Event (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors and disclosure or transfer of Sponsor's personal data to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Sponsors. The Organiser may also pass Sponsor details to third parties who provide goods and services likely to be of interest to Sponsors.

## **10 Indemnities**

- 10.1 The Sponsor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with any claim made against the Organiser by a third party:
- 10.1.1 for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Organiser's use of the Sponsor's Marks in accordance with this agreement;
  - 10.1.2 arising directly or indirectly out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor's Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Organiser of any use of the Event Marks on the Sponsor's Event Materials, relates only to the use of the Event Marks and does not amount to approval of any the Sponsor's Event Materials and shall not affect this right of indemnification;

- 10.1.3 arising out of or in connection with the Sponsor's use of Personal Data which breaches any obligation of confidence owed or any provision of Data Protection Legislation, or which is otherwise unlawful.
- 10.2 The Organiser shall indemnify the Sponsor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) but subject always to clause 11.2 below suffered or incurred by the Sponsor arising out of or in connection with any claim made against the Sponsor by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Sponsor's use of the Organiser's Marks in accordance with this agreement.
- 10.3 The indemnities in this clause 10 shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.
- 10.4 If any third party makes a claim, or notifies an intention to make a claim, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity in this clause 10 (a "**Claim**"), the indemnified party shall:
- 10.4.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
- 10.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- 10.4.3 give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim;
- 10.4.4 be deemed to have given to the indemnifying party sole authority to avoid, dispute, compromise or defend the Claim; and
- 10.4.5 provide such reasonable security for the costs and expenses incurred or to be incurred by the indemnified party as may reasonable be required.
- 10.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 10.6 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## **11 Limitation of liability**

- 11.1 Nothing in this agreement shall limit or exclude a party's liability:
- 11.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 11.1.2 for fraud or fraudulent misrepresentation;
- 11.1.3 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- 11.1.4 under the indemnities set out at clause 10.1.1, clause 10.1.2, clause 10.1.3 and clause 10.2.
- 11.2 Subject to clause 11.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:
- 11.2.1 loss of revenue or anticipated revenue;
- 11.2.2 loss of savings or anticipated savings;
- 11.2.3 loss of business opportunity;
- 11.2.4 loss of profits or anticipated profits;
- 11.2.5 wasted expenditure; or
- 11.2.6 any indirect or consequential losses.
- 11.3 Subject to clause 11.1, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the Sponsorship Fee paid under or pursuant to this agreement (the "**Cap**").

## **12 Intellectual Property Rights**

- 12.1 The Organiser and the Sponsor acknowledge as follows:
- 12.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and, save as expressly provided in clause 2.4, the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
- 12.1.2 all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and, save as expressly provided in clause 2.1.1, the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them.
- 12.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the Organiser or jointly by the Organiser and the Sponsor shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the Organiser and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.

## **13 Insurance**

- 13.1 The Sponsor confirms that it shall arrange a comprehensive insurance policy, at its sole cost, for the following (and shall provide a copy to the Organiser prior to the Event) :

- 13.1.1 public liability at the Venue during the course of the Event, in respect of the Sponsor's Products and any other materials or goods owned or controlled by the Sponsor;
  - 13.1.2 loss, theft or damage to any of the Sponsor's Products or other materials or goods owned or controlled by the Sponsor; and
  - 13.1.3 to cover any loss, damage or claim arising directly or indirectly from the public's use of the specific product or services being promoted by the Sponsor, together with all other goods or services associated with the Sponsor's Marks.
- 13.2 The Organiser confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any Event attendees, participants, performers, or speakers.

#### 14 Event cancellation

- 14.1 The Organiser reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event). The Organiser shall notify the Sponsor of the cancellation as soon as possible. The parties agree that:
- 14.1.1 the Organiser shall not be in breach of this agreement by virtue of that cancellation or abandonment and the Sponsor shall remain liable to make all payments in full to the Organiser;
  - 14.1.2 on the Organiser notifying the Sponsor of such cancellation, this agreement shall automatically terminate and the provisions of clause 17 shall apply.

#### 15 Postponement

- 15.1 If the Organiser notifies the Sponsor that the Event is being rearranged or postponed to a different date or venue for any reason, the rights and obligations under this agreement shall remain binding on the parties except for any amendments which are reasonably required to allow for any change in venue, dates or period of the Event, or the location of or space available at a changed venue.

#### 16 Termination

- 16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 16.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - 16.1.2 the other party commits a material breach of any term of this agreement;
  - 16.1.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 16.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
  - 16.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - 16.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
  - 16.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
  - 16.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 16.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
  - 16.1.10a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 16.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.4 to clause 16.1.10 (inclusive);
  - 16.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - 16.1.13 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

- 16.2 For the purposes of clause 16.1.2, "**material breach**" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- 16.2.1 a substantial portion of this agreement; or
- 16.2.2 any of the obligations set out in clause 5, clause 6, clause 7, clause 8 or clause 9, over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

#### 17 Consequences of termination

- 17.1 On termination or expiry of this agreement:
- 17.1.1 the Sponsorship Rights granted by the Organiser to the Sponsor under this agreement shall immediately terminate and revert to the Organiser;
  - 17.1.2 following termination of the Sponsorship Rights and their reversion to the Organiser the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event;
  - 17.1.3 within sixty (60) days after the date of termination, the Sponsor shall destroy or, if the Organiser shall so elect, deliver to the Organiser or any other person designated by the Organiser, at the Sponsor's expense, all Sponsor's Event Materials in its possession or control;

17.1.4 each party shall promptly return to the other any property of the other within its possession or control;

17.1.5 each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement;

17.1.6 the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 10 (Indemnities), clause 11 (Limitation of liability), clause 14 (Event cancellation), clause 17 (Consequences of termination), and clause 19 (Confidentiality) to clause 29 (Governing law and jurisdiction).

17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 18 Force majeure

18.1 A "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

18.1.1 acts of God, flood, drought, earthquake, volcanic activity or other natural disaster;

18.1.2 epidemic or pandemic or public health related measures;

18.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

18.1.4 nuclear, chemical or biological contamination;

18.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

18.1.6 collapse of buildings, fire, explosion or accident;

18.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

18.1.8 interruption or failure of utility service; and

18.1.8 any other circumstances arising as a direct or indirect consequence of the United Kingdom's decision to leave the European Union .

18.2 Provided it has complied with clause 18.4 and subject to clauses 14 and 15, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

18.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

18.4 The Affected Party shall:

18.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

18.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## 19 Confidentiality

19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any of its Affiliates, except as permitted by clause 19.2.

19.2 Each party may disclose the other party's confidential information:

19.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and

19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 20 Announcements

20.1 Subject to clauses 20.2 and 20.3 below, no party shall make, or permit any person to make, any public announcement, communication or circular ("announcement") concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult together on the timing, contents and manner of release of any announcement.

20.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

20.3 The parties consent to the issue of a press release substantially in the form set out in section 11 in Schedule 1, and at the time(s) specified in section 11 in Schedule 1.

## 21 No partnership or agency

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 22 Third party rights

22.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

### **23 Variation**

23.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### **24 Assignment and other dealings**

24.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### **25 Waiver**

25.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **26 Severance**

26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **27 Entire agreement**

27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

27.4 Nothing in this clause shall limit or exclude any liability for fraud.

27.5 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

### **28 Notices**

28.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

28.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

28.1.2 sent by email to the relevant address specified in section 13 of Schedule 1.

28.2 Any notice or communication shall be deemed to have been received:

28.2.1 if delivered by hand, on signature of a delivery receipt;

28.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

28.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **29 Governing law and jurisdiction**

29.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.