

Events Sponsorship Terms of Business

When you agree to sponsor a particular event, which is organised and managed by MiExact Ltd, your agreement will be subject to the terms and conditions below ('Event Sponsorship Terms and Conditions').

These Event Sponsorship Terms and Conditions will apply regardless of

- (a) the scale of the Event;
- (b) whether MiExact Ltd has organised the Event on your instruction or at its own or a third party's behest; and
- (c) whether you are the sole sponsor of the Event or one of a number of sponsors.

1. Scope of these Events Sponsorship Terms and Conditions

- a. These Events Sponsorship Terms and Conditions govern your sponsorship of the Event (as defined on the Order Form).
- b. The Event is organised and managed by MiExact Ltd.

2. Your Obligations

- a. You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event.
- b. You undertake to ensure your personnel exercise the Sponsorship Package in accordance with the terms of this Agreement.
- c. You will, within seven days of signature of this Agreement by both parties, supply us with examples of the Sponsor Marks in a suitable format.
- d. You will, prior to distributing any promotional materials referencing the Event or using the Event Marks (the "Client Literature"), provide copies of the Client Literature to us for our approval (not to be unreasonably withheld). You undertake that you will not distribute any Client Literature until you have received written confirmation from us that we approve the Client Literature. You are solely responsible for meeting all costs relating to the Client Literature (including reprinting costs if our approval is not obtained prior to printing).
- e. You undertake that any Client Literature will:
 - i. comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
 - ii. comply with any instructions or directions issued by or on behalf of us;
 - iii. not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and
 - iv. include any legal or good practice notices as required by us from time to time.
- f. You will not do, or omit to do, (and you will procure that none of your employees, agents or contractors will do, or omit to do) anything which may:
 - i. bring the Event or us into disrepute;
 - ii. disparage the Event or us;
 - iii. damage our goodwill associated with the Event; or
 - iv. otherwise prejudice the image or reputation of the Event or us.
- g. You will not engage in joint promotions with any third party in relation to the Event without our prior written consent.
- h. You acknowledge and agree that you will be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs

of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Sponsorship Package).

- i. You will promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). We will not be responsible for any failure or delay in providing any of the Sponsorship Package where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.
- j. You will take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.
- k. In your involvement in the Event, you will comply with your obligations under and pursuant to this Agreement as well as all relevant laws and regulations.

3. Our Obligations

- a. We will provide the Sponsorship Package (as set out on the Order Confirmation) and organise the Event, in each case using reasonable skill and care.
- b. We will consult with the Sponsor Contact (as set out on the Order Form) on aspects of the Event where we deem it appropriate to do so.
- c. The Sponsorship Package is personal to you and we are not obliged to provide the Sponsorship Package (or any part of them) to any other entity or person.
- d. We will, upon launch of the event marketing campaign, supply you with examples of the Event Marks in a suitable format.
- e. If for any reason, we are unable to deliver any of the Sponsorship Package, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value without incurring any liability to you.
- f. In the event that you change the Sponsor Marks at any time during the Term, you agree that we will not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by us or on our behalf for or in connection with the Event unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

4. Ownership of Intellectual Property Rights

- a. All intellectual property and other proprietary rights in the Sponsor Marks will be solely and exclusively owned by you, together with any goodwill therein, and we will not acquire any rights in the Sponsor Marks.
- b. All intellectual property and other proprietary rights in the Event logos and trademarks (the "Event Marks") will be solely and exclusively owned by us, together with any goodwill therein.
- c. You will not acquire any rights in the Event Marks. All intellectual property and other proprietary rights in or arising out of or in connection with the Event (including any rights accruing in the Event Marks) will be owned by us but always without prejudice to paragraph 6(a).
- d. Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks.

5. Licence of Intellectual Property Rights

- a. MiExact Ltd hereby grants to you a non-transferable, non-exclusive, royalty-free licence to use the Event Marks provided to you in accordance with paragraph 3(d) solely to promote your

sponsorship of the Event, during the term of this Agreement, on the terms set out in this Agreement.

b. You agree that you will not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style.

c. You hereby grant to MiExact Ltd a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trade marks (the "Sponsor Marks") provided to us in accordance with clause 2(c) both:

i. during the Term to promote and exploit the Event; and

ii. for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

6. Intellectual Property Rights Indemnity

a. You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of the Sponsor Marks in accordance with these Events Sponsorship Terms and Conditions infringes the intellectual property or other proprietary rights of any third party.

b. If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property or other proprietary rights then it will promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but will not be obliged to take any further action.

7. Sponsorship Fee

a. In consideration of us providing the Sponsorship Package, you will pay to us the Sponsorship Fee as specified on the order confirmation in accordance with our payment terms;

i. Invoices for bookings made more than 3 months prior to the event date will be issued 3 months prior to the event date and payable within 30 days of issue.

ii. For bookings made within 3 months of the event date, invoices will be issued immediately and payable within 30 days or by the event date, whichever is earlier.

b. If the Sponsorship Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsorship Package. For the avoidance of doubt, you will not be permitted entry to the Event unless full payment has been received by us.

c. The Sponsorship Fee is exclusive of any applicable sales tax (including but not limited to, VAT) which will be paid by you at the rate from time to time in force.

8. Cancellation and Postponement of Events

a. We will not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement where, in our commercially reasonable discretion (including on the occurrence of an event of force majeure which we reasonably consider may have an adverse effect on the commercial success of the Event) we decide to cancel or postpone the Event. In that situation, we will give written notice to the Sponsor of this decision as soon as reasonably practicable, and upon receipt of such notice.

- b. In the case of cancellation of the Event in accordance with paragraph 8(a) above, the Sponsor will be entitled to:
- i. terminate this Agreement and to the extent that any elements of the Sponsorship Package have not been received (or only a proportion of the Sponsorship Package has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
 - ii. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by MiExact Ltd, provided that the date of such event is less than 12 months from the date of cancellation of the Event.
- c. We will have no obligation to refund you any amount of Sponsorship Fee previously paid in the event of any cancellation of the Event.
- d. In the case of postponement of the Event where the new Event date is less than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to an alternative event.
- e. In the case of postponement of the Event where the new Event date is more than 2 months, but less than 12 months away from the original Event Date, the Sponsor may:
- i. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by MiExact Ltd, provided that the date of such event is not greater than 12 months from the date of cancellation; or
 - ii. terminate this Agreement and to the extent that any elements of the Sponsorship Package have not been received (or only a proportion of the Sponsorship Package has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
- f. In the case of postponement of the Event where the new Event date is more than 12 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any elements of the Sponsorship Package have not been received (or only a proportion of a the Sponsorship Package has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as we may reasonably calculate.
- g. Where the Sponsor elects to apply the Sponsorship Fee to an alternative event owned and managed by MiExact Ltd, MiExact Ltd is under no obligation to provide the same Sponsorship Package for the same Sponsorship Fee.

9. Term and Termination

- a. This Agreement will take effect on the date specified on the Order Confirmation and will continue until completion of the Event, unless terminated early in accordance with its terms.
- b. If you have not paid your invoice by the due date for payment, or if MiExact Ltd believes that you are in breach of any of your obligations under these Events Sponsorship Terms and Conditions, MiExact Ltd may terminate its Agreement with you forthwith on written notice.
- c. Termination of this Agreement for any reason will be without prejudice to any rights or obligations that may have accrued to either party as at the date of such termination.
- d. Upon termination of this Agreement by us in accordance with clause 8, all outstanding sums owing to us at the date of termination will become due and payable without deduction or set-off. Where termination occurs before you have received all elements of the Sponsorship Package, we will charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsorship Package received by you prior to the date of termination.
- e. Upon expiry or termination of this Agreement, the parties agree that:
 - i. our obligations to provide any further elements of the Sponsorship Package will cease;
 - ii. any licences granted pursuant to this Agreement will immediately cease; and

iii. you will destroy any Sponsor Literature and remove the Event Marks from any other materials in your possession.

10. Limitation of Liability

- a. MiExact Ltd aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Event, will be limited to the Sponsorship Fee paid by you.
- b. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to an Event.

11. Confidentiality

- a. You acknowledge that the amount of the Sponsorship Fee is MiExact Ltd confidential information and is proprietary to MiExact Ltd. Accordingly, you will preserve its confidentiality and will not disclose it or make it available to any third party unless required to do so by law.

12. Use of your information

- a. This clause sets out the responsibilities of MiExact Ltd and you in relation to the General Data Protection Regulation and any other applicable data protection law (Data Protection Law). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where MiExact Ltd processes any personal data in relation to services or products covered by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement) and shall comply with Data Protection Law in respect of such processing. Where you provide any personal data in relation to this agreement, you warrant that you do so in compliance with Data Protection Law and that MiExact Ltd may, under Data Protection Law, process such data as required or anticipated by this agreement, and that you shall be responsible for any costs, losses or expenses MiExact Ltd incurs or suffers as a result of breach of such warranty.
- b. Your details will be added to the MiExact Ltd database in order to process your booking and inform you of related events, publications and services from MiExact Ltd. If you do not wish to receive these please email forms@wilmingtonplc.co.uk

13. General

These Terms of Business are governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms of Business.

14. Wilmington may at any time assign all or part of its rights and benefits under this Agreement to any other party.