



Ref. No.: [080323]

Department for Business & Trade, Third Floor, Piccadilly Gate, Manchester, M1 2WD

Friday, 12th May 2023

Dear **Text Redacted**

Thank you very much for engaging BritCham Vietnam to manage the organisation of your trade visit to Vietnam.

The purpose of this Engagement Letter is to describe in more detail the scope and objectives of the services to be provided by BritCham Vietnam to the Client, as well as our standard engagement terms,

BritCham Vietnam Business Services

BritCham Vietnam shall provide the agreed services as set out in the Appendix (the "Services") to the Client. This agreement can be terminated should no expense have been spent as part of the specified services. Either party shall give to the other not less than 2 weeks' prior written notice or as otherwise provided in this agreement.

The Services shall commence right after the agreement is signed by the Client (the "Commencement Date") and shall continue to be supplied until the final delivery date as set out in Annex 1 (the "Term"), unless: (i) mutually extended by written agreement between the parties; or (ii) terminated earlier in accordance with the terms of this Engagement Letter.

If acceptance or payment is delayed for any reason, we may have to amend the delivery date for the Service.

Fees and Expenses

The total fees for the Services provided shall be GBP **Text Redacted** as set out in Appendix 1 and exclude VAT and other applicable taxes, disbursements, and other expenses, which are payable in accordance with the Terms of Service. The amount should be paid in full at time of signature of this engagement letter and an invoice accompanies this agreement.

Terms of Business

1. Our engagement

It is agreed between you and the British Chamber of Commerce ("BritCham") that these terms of business (the "Terms") shall apply to the obligations and services being performed by or on behalf of BritCham (the "Services").



Where these Terms conflict with anything in the relevant agreement or email (the "Engagement Contract"), the Engagement Contract will prevail over these Terms, except in relation to paragraphs 2, 4, 5 and 8 of this session.

2. Laws and regulations

To the extent that any laws or regulations in any jurisdiction do not permit any particular provision or any part of any particular provision of these Terms or the Engagement Contract to apply in certain circumstances, then that provision (or part thereof) shall not apply in those circumstances. You accept that we may take whatever steps we consider appropriate to comply with all applicable laws and regulations in providing. Services to you even if to do so would be inconsistent with these Terms or any Engagement Contract or with any duties we owe to you.

3. Scope

If we agree at your request to provide Services on any matter to any other person, you agree either to accept the terms of the Engagement Contract for that matter on behalf of that person (on the assumption that you are duly authorised to do so) or to procure that such person enters into the same Engagement Contract as you have with us. Otherwise, you agree to procure that such person complies with the terms of the Engagement Contract between you and us for that matter and that you will be liable to us if such person does not comply with them.

4. Intellectual Property

We retain ownership of any intellectual property rights in materials or ideas that we create in the course of acting for you.

5. Data protection

We will process any personal data that is transferred to, or is otherwise obtained by, us in the course of our business relationship with you in accordance with the applicable laws and regulations relating to the processing of personal data and privacy.

When you transfer or otherwise make personal data available to us, you agree to ensure that you have obtained the personal data and are transferring or making it available to us for the purposes of our Services on a project, in compliance with all applicable laws and regulations.

6. Liability

Only BritCham shall be liable in respect of any Services provided to you and to you alone. Any Services provided to you by an individual are provided by that individual on behalf of BritCham and not in his or her personal capacity, and no individual (including, for the avoidance of any doubt, any member of the board of BritCham or the Executive Director) assumes personal responsibility to you for any aspect of the services. If, as a matter of law, a duty of care (or any other duty, obligation, or liability) would otherwise be owed to you by

an individual, that duty, obligation, or liability is hereby excluded in full or to the maximum extent permitted.

You agree that any liability which BritCham may have for damage suffered by you arising, directly or indirectly, in connection with any services provided to you by BritCham shall (so far as permitted by law) be limited to such amount as may be agreed between you and us in any Engagement Contract or otherwise or, failing such agreement, such amount as is finally determined to be just and equitable having regard to the extent to which BritCham, you (including any of your directors, officers, partners, members, employees, agents or subcontractors) and any other person who is jointly and/or severally liable to you for all or part of the same damage is, in each case, responsible for that damage; provided, however, that our aggregate liability for all damages suffered by you arising, directly or indirectly, in connection with any Services provided to you by BritCham shall not exceed an amount equivalent to three (3) times the total fees actually paid to us by you. Any limitation or exclusion or restriction (however it arises) on the liability of any other person shall be ignored in determining whether and to what extent that person is liable to you and the extent of responsibility of that person to you.

Neither these Terms nor any Engagement Contract shall operate to exclude or restrict liability based on fraud or any other liability that cannot be excluded or restricted by applicable laws and regulations.

0. Force majeure

BritCham shall not be liable for any default in performance of the services which is caused by any event outside of its reasonable control, including (but not limited to) outbreaks of disease, suspension of normal civil functions, natural disasters, civil unrest, or wars.

1. Assignment/ transfers

Other than as provided for below, neither you nor we shall be able to transfer or assign our rights, benefits or obligations under these Terms or any Engagement Contract without the written consent of the other.

2. Independence of the Parties

Nothing in these Terms or the Engagement Contract shall be construed to constitute BritCham or you as a partner, employee or agent of the other for any purpose. Both BritCham and you are independent persons responsible for their own actions, and neither shall have the authority to bind, nor shall they attempt to bind, the other to any contract or the performance of any obligation, nor represent to third parties that they have any right to enter into any binding agreement on behalf of the other.

3. Severability

If a court (or arbitral body) of competent jurisdiction holds any provision of these Terms or the Engagement Contract to be illegal or invalid, the provision will be automatically severed



from the same and such severance shall not affect the legality or validity of the remaining provisions of these Terms or the Engagement Contract.

11. Governing law and jurisdiction

These Terms and any Engagement Contract, the relationship between you and BritCham regarding our Services on any matter and any non-contractual obligations arising out of or in connection with the foregoing, shall be governed by, and interpreted in accordance with, Vietnamese law, unless you and we agree in writing a different law to govern the Terms or any Engagement Contract before starting work on the project.

All disputes arising in relation to the foregoing shall be first settled through amicable negotiation between you and us. If no settlement is reached within fourteen (14) days of the dispute having first arisen, such dispute shall be finally settled by the Vietnam International Arbitration Centre ("VIAC") in accordance with its Rules of Arbitration. The venue and seat of arbitration shall be Ho Chi Minh City, Vietnam. The number of arbitrators shall be one. Any award by VIAC shall be final and binding on the parties.

Entire Agreement

This Engagement Letter (including the Appendix) constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the Services.

Acknowledgment

Please indicate your acceptance of the terms of this Engagement Letter by signing the enclosed duplicate copy of this Engagement Letter and returning it to Text Redacted at Text Redacted

If you have any questions regarding the Services or the terms of this Engagement Letter, please do not hesitate to ask us. We look forward to working with you.

Yours faithfully,

For and on behalf of

Engagement agreed to and accepted by

Text Redacted

Text Redacted

14/5/2023

15/5/2023

Text Redacted

Executive Director
BritCham Vietnam

Text Redacted

Head of Commercial – Corporate Services
Marketing & Events
Department for Business & Trade

Appendix 1: Service Description

Scope of Service	PRICE (GBP)
Event management (as per the itemised scope)	Text Redacted
Pre event Video call with UK companies	Text Redacted
Coach Transfers (HN Hotel - Airport, HCMC airport - Hotel, Hotel - HCMC Airport & site visits, HN & HCMC)	Text Redacted
Evening reception at British Consulate (based on 50 guests, this includes venue hire, portable fans, occasional tables unlimited beer, wine and soft drinks, canapes, microphone & speakers	Text Redacted
1 : 1 Meetings venue (Sofitel level - 35 pax) tea and coffee, room rental, business meeting layout	Text Redacted
Translators for 1 : 1 meetings - 5 (all day) & 1 Translator for site visits all day (all translations are consecutive not simultaneous)	Text Redacted
Booklet Translation from English to Vietnamese and printing of VN version (content and design supplied by Northern Powerhouse)	Text Redacted
Total	Text Redacted