

SPONSORSHIP AGREEMENT – FRONT SHEET

This Agreement is made on the date that the last party signs it between World Retail Insights Ltd (company no. 11145334) whose registered office is at C/O Numbers Studio Limited, Unit 3B, Gloucester House, 130 Queens Road, Brighton, BN1 3WB and the Client named below.

This Front Sheet and the Terms and Conditions [**below**] together constitute the entire agreement between World Retail Insights Ltd and the Client in relation to the Client's sponsorship of the Event (the "**Agreement**") to the exclusion of all other terms and conditions (including any which are purported to apply under any purchase order, invoice, confirmation, or other document or otherwise). This Agreement cancels and supersedes any prior arrangements or agreements between World Retail Insights Ltd and the Client in connection with the Event.

PAYMENT SCHEDULE:

On signature of this Front Sheet the Client shall be invoiced for the total Sponsorship Fee and such invoice shall be payable within 30 days of receipt by the client.

Without prejudice to any other term or condition of the Agreement, it shall be a condition of the provision of the Client Benefits that the Sponsorship Fee is paid in full in accordance with this agreement.

In no circumstance will the client be allowed to take part in the Event if an invoice is outstanding.

Event:	Title:	The Retail Summit 2023
	Date(s):	14-15th March 2023
	Location:	Atlantis, Dubai
Client:	Name:	Department for International Trade
	Company No:	
	Registered Office (or principal place of business):	Old Admiralty Building, Admiralty Place, London SW1A 2DY
	Billing Address (if different from above):	
	Name:	Text Redacted
	Telephone No:	
	Email:	Text Redacted
VAT number: (if relevant)		
Purchase order no: (if relevant)		
Sponsorship Fee: (excluding VAT)	Text Redacted	
Due Date For Payment	Within 30 days of invoice	
It is a condition of World Retail Insights Ltd.'s provision of the Client Benefits to the Client that the Sponsorship Fee is received by World Retail Insights Ltd in full and cleared funds in advance of the Event.		
Please also note clauses 2.2 and 5.3 of the Terms and Conditions.		
Client Benefits:	<div>Title: Silver Partner<ul style="list-style-type: none">20 x 2x2m Market Place stands.Unlimited DIT staff passes.45 retail delegate passes in total for Market Place exhibitors and delegates to be split as needed.DIT Custom built welcome standDIT branding across website and onsite signage</div>	

	<p>•</p> <p>For any additional Market Place stands above and beyond the contracted 15, a charge of Text Redacted will be invoiced to exhibiting company.</p>
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Payment Terms – to be filled in by Client:

<i>Place a X where appropriate</i>	
Paying by Credit/Debit Card immediately	<input type="checkbox"/> Only payment option if contract agreed less than 10 days before event
Paying by BACS/Bank Transfer within 7 days	<input type="checkbox"/> If contract agreed less than 10 days before event then only with agreement from TRS management
Paying by BACS/Bank Transfer within 30 days	<input type="checkbox"/> Only when contract is agreed more than 1 month from event
<i>Complete all boxes</i>	
Client Booking Contact Name	<input type="text"/>
Client Booking Contact Phone Number	<input type="text"/>
Client Booking Contact E-Mail	<input type="text"/>
World Retail Insights Ltd Bank Details (GBP payments only) <div>Text Redacted</div>	

Please sign below to accept and agree to the terms and conditions of this Agreement.

Signature:

Text Redacted

Print Name: ..

Date: ..

Signature:

Text Redacted

Print Name: ...

Date: ..

Duly authorised to sign for and on behalf of
World Retail Insights Ltd

Duly authorised to sign for and on behalf of
The Client

SPONSORSHIP AGREEMENT - TERMS AND CONDITIONS

1. Application of these Terms and Conditions

1.1 Unless specified otherwise, defined terms used in these terms and conditions have the meaning given to them on the Front Sheet.

1.2 Nothing said or represented by World Retail Insights Ltd staff or agents prior to the date of the Agreement which is not set out on the Front Sheet shall vary these Terms and Conditions. After the date of this Agreement, in order to take effect, any proposed variation must be set out in writing and signed by both the World Retail Insights Ltd and the Client.

1.3 This Agreement shall take effect on the date that the last party signs it and shall continue until the completion of the Event (the "**Term**"), unless terminated early in accordance with its terms.

2. Sponsorship Fee

2.1 In consideration of World Retail Insights Ltd providing the Client Benefits, the Client shall pay to World Retail Insights Ltd the Sponsorship Fee. **It shall be a condition of World Retail Insights Ltd.'s provision of the Client Benefits to the Client that the Sponsorship Fee is paid in full and cleared funds in advance of the Event.** The parties agree that the Sponsorship Fee shall be paid in full within 30 days on signing this Agreement, unless a Payment Schedule has been agreed at World Retail Insights Ltd.'s discretion. If a Payment Schedule has been agreed, the Sponsorship Fee shall be paid in accordance with the Payment schedule on the Front Sheet.

2.2 If the Sponsorship Fee is not received by World Retail Insights Ltd when due, World Retail Insights Ltd reserves the right not to supply, or cease to supply, any or all of the Client Benefits, including (without limitation) not permitting the Client entry to the Event.

2.3 Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment shall be due and payable immediately. Where a Payment Schedule has been agreed, the first and last instalments shall be due and payable on the date of the relevant invoice. All other instalments (if any) shall be invoiced by World Retail Insights Ltd on 30-day payment terms.

2.4 Without prejudice to any other rights and remedies available to it, World Retail Insights Ltd shall be entitled to charge the Client interest on any overdue amount of the Sponsorship Fee at the rate of 3% per annum above the then current base rate of the Bank of England.

2.5 The Sponsorship Fee is exclusive of any applicable VAT which shall be paid by the Client in addition at the rate from time to time in force.

3. Client Benefits

3.1 If for any reason World Retail Insights Ltd is unable to deliver any of the Client Benefits listed on the Front Sheet, World Retail Insights Ltd may substitute alternative benefits in respect of the same Event to an equivalent value without penalty.

3.2 Should the Client supply any promotional literature which refers to World Retail Insights Ltd or the Event ("**Client Literature**"), it must obtain World Retail Insights Ltd.'s prior written consent. It is the responsibility of the Client to obtain World Retail Insights Ltd.'s consent before costs are incurred as the Client is solely responsible for meeting all costs relating to the Client Literature, including reprinting costs if World Retail Insights Ltd does not give consent. The Client undertakes that any Client Literature will:

(a) comply, without limitation, with all relevant provisions of the Advertising Codes set out by the Committee of Advertising Practice and any other relevant codes or guidelines; and
(b) not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact.

3.3 The Client acknowledges and agrees that other than the Client Benefits, it shall be solely responsible for all other costs incurred by it in order to exercise the Client Benefits or related to its attendance at the Event.

3.4 All rights not expressly granted to the Client in this Agreement are reserved to World Retail Insights Ltd.

3.5 The Client Benefits are personal to the Client and World Retail Insights Ltd is not obliged to provide the Client Benefits or any part of them in the name of any entity or person other than the Client.

3.6 The Client shall promptly comply with all reasonable instructions and directions issued by or on behalf of World Retail Insights Ltd in connection with the exercise of the Client Benefits or the Event (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). World Retail Insights Ltd shall not be responsible for any failure or delay in providing any of the Client Benefits where such failure occurs directly or indirectly as a result of the Client's failure or delay in complying with any reasonable instructions and requirements of World Retail Insights Ltd.

3.7 The Client shall not do, or omit to do, anything which may bring the Event or World Retail Insights Ltd into disrepute, or that is or might reasonably be prejudicial to the image and reputation of the Event or World Retail Insights Ltd. Without prejudice to the foregoing, neither the Client nor its employees, agents or contractors shall at any time during or after the Term make any derogatory or disparaging statements about the Event or World Retail Insights Ltd. The Client undertakes to support the Event through appropriate marketing and PR channels.

3.8 World Retail Insights Ltd shall provide the Client Benefits and organise the Event using reasonable skill and care and will consult with the Client Representative on aspects of the Event where World Retail Insights Ltd deems it appropriate to do so.

4. Intellectual Property Rights

4.1 Subject to receiving the prior written agreement of the other party, each party grants to the other for the Term a non-exclusive, royalty-free licence to use the other party's logo strictly for the purposes of the Client Benefits and/or promoting the Event. A licence under this Clause is subject to the following conditions:

(a) the party granting the licence shall supply a logo in a suitable format and the other party is not permitted to vary, amend, alter or change in any way (other than sizing) a logo supplied by the other party for its use;

(b) neither party shall do anything to compromise the distinctiveness or reputation of the other's logo, or do anything which will or may affect any registration of such logo;

(c) any and all logo usage will be in accordance with any usage guidelines provided by the relevant party to the other at the same time as the logo;

(d) the licence granted under this clause 4.1 does not include a right to use any mark, logo, symbol, imagery or material belonging or relating to the other party other than that supplied by that party pursuant to this clause 4.1; and

(e) any other specific terms that the parties may agree in writing in advance.

4.2 In the event that the Client changes its logo at any time during the Term, the Client agrees that World Retail Insights Ltd shall not be obliged to make any consequential changes to materials produced by or on behalf of World Retail Insights Ltd for or connected to the Event (including, but not limited to, reprinting promotional literature or publicity material) unless the Client agrees in writing in advance to meet the costs and expenses of World Retail Insights Ltd arising from such change.

4.3 The Client agrees that it shall not use World Retail Insights Ltd.'s logo in any way that, in the reasonable opinion of World Retail Insights Ltd, connotes that the parties are forming a partnership or any trading arrangement, or that World Retail Insights Ltd endorses any part of the Client's business, trading name or style.

4.4 If during the Term either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's logo then it shall promptly notify the same to the other in writing. The non-owner of the logo will, at the logo owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such logo, but shall not be obliged to take any further action.

5. Cancellation, Postponement & Force Majeure

5.1 World Retail Insights Ltd shall for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the Event, may have an adverse effect on the commercial success of the Event), in its sole discretion, be entitled to cancel or postpone the Event. World Retail Insights Ltd shall give written notice to the Client of its decision as soon as reasonably practicable, and upon receipt of such notice:

(a) in the case of cancellation of the Event the Client shall be entitled to:

- (i) terminate this Agreement and to the extent that any Client Benefits have not been received (or only a proportion of a Client Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as World Retail Insights Ltd may reasonably calculate; or
- (ii) elect to apply the Sponsorship Fee (whether or not paid to World Retail Insights Ltd) to another World Retail Insights Ltd event, provided that the date of such event is less than 12 months from the date of such cancellation; or

(b) in the case of postponement of the Event:

- (i) where the new Event date is less than 2 months away from the original Event date, the Client is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to another World Retail Insights Ltd event; or
- (ii) where the new Event date is more than 2 months, but less than 12 months away from the original Event Date:
 - (I) elect to apply the Sponsorship Fee (whether or not paid to World Retail Insights Ltd) to another World Retail Insights Ltd event, 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 Client Benefits have not been received (or only a proportion of a Client Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as World Retail Insights Ltd may reasonably calculate; or
 - (iii) where the new Event date is more than 12 months from the original Event date, the Client may terminate this agreement and to the extent that any Client Benefits have not been received (or only a proportion of a Client Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as World Retail Insights Ltd may reasonably calculate. For the avoidance of doubt, where the Client elects to apply the Sponsorship Fee to another World Retail Insights Ltd event, World Retail Insights Ltd is under no obligation to provide the same Client Benefits for the same Sponsorship Fee.

5.2 World Retail Insights Ltd shall not be deemed to be in breach of this Agreement or otherwise liable to the Client for any failure or delay in performing its obligations under this Agreement as a result of an event or series of connected events outside the reasonable control of World Retail Insights Ltd (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness).

5.3 Subject to Clause 6.4, should the Client wish to terminate the Sponsorship Agreement for convenience, it shall give written notice of its intention to do so in accordance with Clause 9.3 (a "Notice"). All Sponsorship Fees shall remain due and payable on the date of deemed receipt of the Notice (regardless of the date that the Client entered into this Agreement).

The Client acknowledges that these charges represent a genuine pre-estimate of World Retail Insights Ltd.'s losses.

6. Termination & Effects of Termination

6.1 Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:

- (a) has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
- (b) ceases or threatens to cease to carry on business; is unable to meet its debts as they fall due; has an order made or a resolution passed for its winding-up; has an administrator, receiver or manager appointed; makes any arrangement or composition with its creditors; or makes an application for the protection of its creditors in any way.

6.2 Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

6.3 Upon proper termination of this Agreement by World Retail Insights Ltd, all outstanding sums owing to World Retail Insights Ltd at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before the Client has received all the Client Benefits, World Retail Insights Ltd shall charge the Client such proportion of the

Sponsorship Fee as is reasonable for the Client Benefits received by the Client prior to the date of termination.

6.4 Upon expiry or termination of this Agreement, the parties agree that:

- (a) World Retail Insights Ltd.'s obligations to provide any further Client Benefits shall cease; and
- (b) any licence granted pursuant to clause 4 shall immediately cease and the Client shall destroy any Client Literature.

7. Limitation of Liability

7.1 World Retail Insights Ltd shall not be liable to the Client in contract, tort (including negligence) or otherwise for any loss of goodwill, publicity, business, revenue or profits, anticipated savings or wasted expenditure (whether reasonably foreseeable or not) or for any loss or damage to any equipment of or used by the Client in connection with the Event. Furthermore, World Retail Insights Ltd shall not in any event (including, without limitation, the negligence of World Retail Insights Ltd or its employees, representatives or agents) be liable to return monies received or pay compensation or be liable to the Client (whether in contract, tort, including negligence, or otherwise howsoever) for an amount in excess of the total of the Sponsorship Fee.

7.2 Nothing in these Terms & Conditions shall limit the liability of either party in respect of personal injury or death.

7.3 For the avoidance of doubt it shall be the responsibility of the Client to take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or its participation in the Event.

8. Data Protection

8.1 Should the Client be provided with a delegate list as part of the Client Benefits, the Client irrevocably agrees that, in respect of such list, it is the Data Controller for the purposes of the Data Protection Act 1998 (the "DPA"). Defined terms used in this Clause 8 shall have the meaning given to them in the DPA.

8.2 The Client warrants that:

- (a) its employees are reliable and have received training in respect of the requirements of the DPA;
- (b) it has in place appropriate measures against the unauthorised or unlawful Processing of Data; and
- (c) it will control Data in compliance with all applicable laws, regulations or other similar instruments.

8.3 The Client agrees to indemnify and keep indemnified and defend (at its own expense) World Retail Insights Ltd against all costs, claims, damages or expenses incurred by it or for which World Retail Insights Ltd may become liable due to any failure by the Client or its employees or agents to comply with any of its obligations under this Agreement or the DPA.

9. General

9.1 Announcements. The Client shall obtain the prior consent of World Retail Insights Ltd as to the content and timing of any announcements related to the Event to be issued by the Client. World Retail Insights Ltd shall not be required to obtain the consent of the Client before making any announcements, whether referring to the Client or not.

9.2 Confidential Information. Each party agrees to keep confidential the Sponsorship Fee and any confidential information relating to the other party disclosed to it which is notified at the time of disclosure as being confidential in nature.

9.3 Notices. Notices shall be sent by first class registered post, with a copy to be sent by email, to the other party at the address appearing on the Front Sheet (or such other address as that party shall notify in writing to the other from time to time). In the absence of proof of non-delivery, notices are deemed received two working days after being sent. For the avoidance of doubt, service shall not be validly affected by email.

9.4 No Partnership, etc. Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the parties or shall authorise the Client to enter into contractual relationships or incur obligations on World Retail Insights Ltd.'s behalf.

9.5 Assignment. The Client shall not assign the benefit of this Agreement without World Retail Insights Ltd.'s prior written consent.

9.6 Waiver & Severance. Failure at any time to demand strict performance of any of the undertakings, terms and conditions set forth in this Agreement shall not be constituted as a continuing waiver or relinquishment thereof. Should any term of this Agreement be considered void or voidable under any applicable law then such term shall be severed to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.

9.7 Third Party Rights. No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

9.8 Survival. Clauses 3.7, 6.2, 6.3, 7 and 9.2 of this Agreement shall survive its expiry or termination.

9.9 Governing Law. The parties agree that this Agreement shall be governed by and interpreted in accordance with English law and submit to the exclusive jurisdiction of the English court.