Producers 'Alliance for Cinema and Television Limited (company number 02591474) Fitzrovia House Third Floor 153-157 Cleveland Street London W1T 6QW (PACT)

Department for International Trade Old Admiralty Building London SW1A 2DY (DIT)

28th February 2023

**Dear Sirs** 

Realscreen 2023

Further to our recent correspondence, this letter agreement sets out the principal terms and conditions on and subject to which DIT and PACT agree to work together for the event titled 'Realscreen 2023' taking place from 23 to 27 January 2023 (the Event).

#### 1. Event

In consideration of PACT delivering the following prior to the Event, DIT shall pay PACT the sum of on DIT's receipt of an invoice from PACT.

- i. Provision of a large UK pavilion area within the main floor of the market.
- ii. Create branding and sign posting in and around the market floors.
- iii. Provide meeting area - accommodating tables/chairs for 20 meetings.
- iv. Host a UK drinks reception for up-to 150 guests.
- Provide pre-market resource material. ٧.
- Recruit 50 UK companies to attend. vi.
- vii. Administer up-to 10 DIT export grants.
- viii. Provide post market report.
- ix. Create table booking system.
- Provide reception duties and 'at market 'support. x.
- xi. Marketing campaign for UK Indies pre-market.

### 2. Intellectual property rights

DIT acknowledges that all rights in PACT trademarks, copyright and other intellectual property rights (PACT IPR), including any goodwill associated with PACT IPR, is the sole and exclusive property of PACT and DIT shall not acquire any rights in PACT IPR.

#### 3. Warrantieshe and indemnity

- DIT warrants and undertakes to PACT that it has the power and authority to enter into this letter agreement and is not bound by any agreement with any third party that adversely affects this letter
- b. DIT warrants and represents that it owns or is entitled to use any material supplied to PACT in relation to the Event and this letter agreement;

c. DIT agrees to indemnify PACT in the event it is found to be in breach of any of its warranties, representations and undertakings in this letter agreement.

## 4. Confidentiality

The content of this letter agreement is confidential to the parties and shall not be disclosed.

# 5. General

- a. No partnership or agency. Nothing in this letter agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of 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. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.
- b. Entire agreement. This letter agreement constitutes the entire agreement between the parties and supersede and extinguish all previous agreements, promises and understandings between them, whether written or oral, relating to its subject matter.
- c. Variation. No variation of this letter agreement shall be effective unless it is in writing and signed by the parties.
- d. Third party rights. No one other than a party to this letter agreement shall have any right to enforce any of its terms.
- e. Governing law and jurisdiction. This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction.

