



30 November, 2022

Contract and Engagement Letter

This letter confirms that the British Chamber of Commerce in Korea ("we" or "us" or "BCCK") is pleased to be engaged to provide the services described below to the Department for International Trade ("DIT" or "you"). This letter and the attached Terms and Conditions (this "Contract") confirm your and our respective responsibilities and the terms of this engagement.

Scope of Our Services

You are engaging us to organize the visit of a delegation of UK companies to the Seoul Living & Design Fair (SLDF) 2023.

Timetable

We will commence our work from Wednesday 30 November 2022 that this contract is effective and our work will be completed by the Friday 24 February, 2023.

Deliverables

We expect to provide you with the following deliverables:

1. Once delegates have been identified by you, we will invoice the delegates for their commitment fee;
2. We will liaise with SLDF and reserve the booth space;
3. We will arrange for the design and build of the booth on receipt of branding from DIT;
4. We will arrange for the printing of a brochure and the filming of the delegation's visit to Korea;
5. We will register delegates for attendance of SLDF and for participation in SLDF's Meet the Buyer programme;
6. We will arrange for transport for up to 2 days of meetings and visits in advance of the delegation;
7. We will organize a reception and invite contacts in relevant industries from within the BCCK's existing network.
8. We will provide up to 4 members of staff to act as translators during Wednesday 22 – Friday 24 February of the Fair.
9. For clarity, we will not reserve international flights, accommodation nor travel to and from the airport, nor the conference centre.

Ownership and Use

We are providing these Services solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility to others based upon these Services or upon any deliverables or advice we



provide. The deliverables will make no reference to the BCCK and you will not make reference to the BCCK in connection with the deliverables or the



Services to any third party.

Your Responsibilities

Our role is advisory only. You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables. You will designate a competent member of your management to oversee the Services. We expect that you will provide accurate and complete information (if any), and reasonable assistance, and we will perform the engagement on that basis.

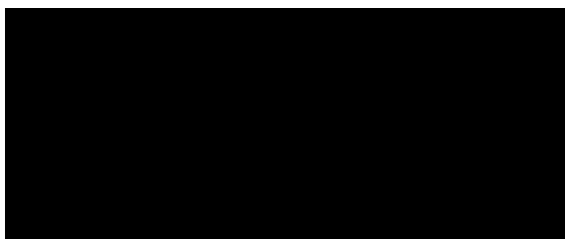
Fees and Expenses

The BCCCK would charge a project fee of £10,000 (excl. VAT) + direct business expenses. The fee is payable before or on commencement of the initiative. An invoice will be issued to process the payment.

The BCCCK would submit an expense report with expenses detailed as per the addendum to this engagement letter with receipts for reimbursement at the end of the project.

All direct business expenses and additional fees would be subject to approval by DIT prior to making the payment and are subject to a 5% administrative uplift. In the event that meetings with potential partners take place at the BCCCK's meeting rooms during the market visit, the BCCCK would charge a fee for renting meeting rooms in accordance with its internal policy.

The payment can be made to the following bank account:



Payment is due within 15 days of the invoice date.

Termination and Dispute Resolution

Either party may terminate the Services by giving notice to that effect. Any dispute relating in any way to the Services or this letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect. The arbitration will be conducted before a panel of three arbitrators. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award: damages in excess of one time the total amount of fees paid to us under this engagement letter; lost profits; or consequential, indirect, punitive, exemplary or special damages. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and in any event no later than two years after any such cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, 2



interpreted and enforced in accordance with the prevailing laws of the Republic of Korea, without giving

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effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Other Matters

Neither party may assign or transfer this engagement letter, or any rights, obligations or claims arising under it, without the prior written consent of the other party. You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.

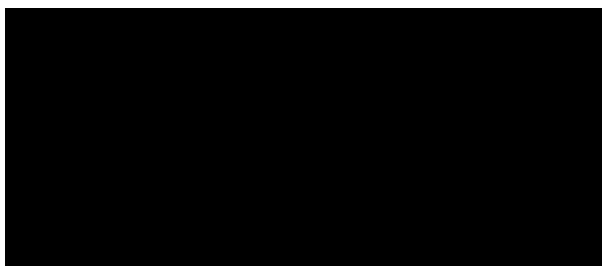
Terms and Conditions

The terms and conditions set out the obligations and duties of each party in respect of the provision of the Services. The terms and conditions provide that, amongst other things, you will indemnify us against claims brought by any third party; they exclude our liability in certain circumstances and in other circumstances limit our aggregate liability whether in contract, tort or otherwise to a maximum amount of one time the amount paid by you in respect of the Services.

The terms and conditions comprise the entire agreement ("the Contract") for the provision of the Services to the exclusion of any other express or implied term, whether expressed orally or in writing, including any conditions warranties and representations. The Contract shall supersede all previous letters of engagement, undertakings, agreements and correspondence regarding the Services. The Terms and Conditions should, therefore, be read in full.

Acknowledgement and Acceptance

We are pleased to have the opportunity to provide services to the Department of International Trade. This engagement letter and the Terms and Conditions together form the Contract between us. If you have any questions about the contents of this letter, please discuss them with Lucinda Walker at +82-10-4878-4538. If the terms of this Contract are acceptable, please sign two copies of this letter in the space provided and return them to the undersigned at the address provided below.





Very truly

British Chamber of Commerce in Korea

ACKNOWLEDGED AND AGREED:

Department of International Trade

Representative Signature:

Please Print Name:

Title:

Date:

ACKNOWLEDGED AND AGREED:

British Chamber of Commerce in Korea

Representative Signature:

Please Print Name:

Title:

Date: