

DATED 22MAR024

EVENT SPONSORSHIP AGREEMENT

between

INNOVATE FINANCE LIMITED

and

UK Department for Business and Trade

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This agreement is dated 22MAR2024

Parties

(1) Innovate Finance Limited incorporated and registered in England and Wales with company number 09007658 whose registered office is at 5th floor, 2 Throgmorton Avenue, London, EC2N 2DG, UK (Organiser)

(2) UK Department for Business and Trade whose registered office is at Old Admiralty Building, Westminster, London SW1A 2AY, UK (Sponsor)

BACKGROUND

(A) The Organiser owns and controls the Commercial Rights (as defined below) and wishes to market and licence certain Commercial Rights as sponsorship packages.

(B) The Sponsor wishes to acquire, and the Organiser wishes to grant to the Sponsor, a sponsorship package for the Event (as defined below) on the terms and conditions set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Affiliate: any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

Amendment: any change to the Event which is fewer than two weeks away from the original Event date, where the majority of sponsorship benefits are still able to be delivered, for example, an amendment may include the transition from a physical event to a virtual-only event.

Applicable Laws: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: Upon execution of this agreement by both parties.

Commercial Rights: any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

Confidential Information: all confidential information (however recorded or preserved and in any media format) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including:

- (a) any information that would be regarded as confidential by a reasonable businessperson relating to:
 - (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
 - (iii) any information developed by the parties in the course of carrying out this agreement.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company as defined in sections 450, 451 and 1124 of the Corporation Tax Act 2010, and Controls, Controlled and the expression 'change of Control' shall be construed accordingly.

Designation: the designation "Gold Sponsor at IFGS 2024 (15-16APR), the flagship event of UK FinTech Week (UKFW) 2024 (15-19APR)".

Event: the series of events collectively entitled IFGS and UKFW, which are to take place in April, 2024 (15-19).

Event Marks: the Organiser's Marks and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

Event Marks Guidelines: the Organiser's guidelines setting out the technical requirements for the reproduction of the Event Marks, as set out in [Schedule 5] and as these guidelines may be amended by the Organiser from time to time by notice in writing to the Sponsor.

Force Majeure Event: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and
- h) interruption or failure of utility service.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade

marks, service marks, trade secrets, business names and domain names, rights in logos and get-up, goodwill and the right to sue for passing off, rights in designs, database rights, inventions, moral and artists' rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intangible and intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Organiser's Marks: the trade marks to be used for all promotion, advertising and marketing of the Event, as set out in Schedule 1, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Organiser that are to be used in connection with the Event.

Representatives: in relation to a party, its employees, officers, advisors and representatives (including any speaker or participant representing the Sponsor in relation to the Event).

Sanctions: any laws or regulations relating to economic or financial, trade, immigration or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

Sanctions Authority: the UK and OR, the United Nations (UN) (and any other governmental authority with jurisdiction over a party or any part of its business or operations and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, including (without limitation) the UN Security Council, Her Majesty's Treasury and the UK's Office of Financial Sanctions Implementation and Department of International Trade.

Sanctions List: any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

Sanctions Proceedings: any actual or threatened:

- a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or
- b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,

in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

Sanctions Target: a person that is:

- a) listed on a Sanctions List;
- b) owned or Controlled by a person listed on a Sanctions List;
- c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or

otherwise identified by a Sanctions Authority as being subject to Sanctions.

Sponsor Type: Gold

Sponsor's Marks: the trade mark as set out in Schedule 2, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor.

Sponsor's Event Materials: any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor with the Event, or which incorporate or are distributed in association with the Event Marks.

Sponsorship Fee: the sums set out and payable in accordance with clause 4.

Sponsorship Rights: the bundle of rights granted to the Sponsor as set out in Schedule 3.

Term: has the meaning given in clause 3.1.

Territory: the United Kingdom.

VAT: value added tax chargeable in the United Kingdom.

Venue: means the physical premises where the Event is to take place.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 This agreement shall be binding on, and inure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Reference to writing or written includes e-mail.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Grant of rights and reservations

- 2.1 The Organiser grants and the Sponsor accepts:
 - 2.1.1 A non-exclusive, non-transferable, revocable licence to use the Event Marks; and
 - 2.1.2 the other Sponsorship Rights
 - during the Term, for the Territory and at all times in accordance with the terms and conditions set out in this agreement.
- 2.2 All rights not expressly granted to the Sponsor under this agreement are reserved to the Organiser. The Sponsor acknowledges and agrees that:
 - 2.2.1 the Organiser is the owner or controller of the Commercial Rights and of all rights in the Event Marks;
 - 2.2.2 the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights; and
 - 2.2.3 the licence granted to the Sponsor at clause 2.1.1 is non-exclusive and as such the Organiser shall be entitled to enter into other sponsorship arrangements or agreements with any third party. The Sponsor agrees that the Organiser shall not be, nor considered to be, nor deemed to be, in breach of any provision of this agreement as a result of entering into that arrangement or agreement with the third party.
- 2.3 The Sponsor grants and the Organiser accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Marks:
 - 2.3.1 during the Term for the delivery of the Sponsorship Rights;
 - 2.3.2 in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.
- 2.4 In the event that the Sponsor changes the Sponsor's Marks at any time during the Term, the Sponsor agrees that the Organiser shall not be obliged to make any consequential changes to the materials that include the Sponsor's Marks produced in connection with the Event.
- 2.5 If for any reason, the Organiser is unable to deliver any of the Sponsorship Rights, the Organiser will inform the Sponsor as soon as reasonably practicable. The Organiser may, at its sole discretion, substitute alternative benefits in respect of the same Event to an equivalent value without any liability or penalty to the Sponsor.

3 Term

- 3.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, until completion of the Event when it shall expire and terminate automatically without notice (**Term**).

4 Sponsorship Fee

- 4.1 In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay the Organiser a fee of £60,000 (+ VAT) (**Sponsorship Fee**).
- 4.2 The Organiser shall issue an invoice to the Sponsor, which shall be payable within 30 days of receipt of the invoice.
- 4.3 All amounts payable to the Organiser under this agreement are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Sponsor.
- 4.4 If the Sponsorship Fee is not received by the Organiser when due, the Organiser reserves the right to charge late interest pursuant to clause 22 and/or not to supply, or cease to supply any or all of the Sponsorship Rights.
- 4.5 For the avoidance of doubt, the Sponsor shall not receive any Sponsorship Rights unless and until the Organiser has received full payment of the Sponsorship Fee.

5 Obligations of the Sponsor

- 5.1 The Sponsor undertakes to the Organiser:
 - 5.1.1 to support the Event through appropriate marketing and promotional channels and to collaborate with the Organiser on any appropriate joint marketing or promotional projects relating to the Event.
 - 5.1.2 to exercise the Sponsorship Rights strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
 - 5.1.3 to use the Event Marks and other branding materials provided by the Organiser strictly in accordance with the Event Marks Guidelines;
 - 5.1.4 to apply any legal notices as required by the Organiser or as set out in the Event Marks Guidelines;
 - 5.1.5 to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
 - 5.1.6 to provide to the Organiser, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by the Organiser for it to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
 - 5.1.7 not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
 - 5.1.8 not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this

agreement;

- 5.1.9 not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
 - 5.1.10 to provide all reasonable assistance to the Organiser in relation to the Organiser's exploitation of the Commercial Rights;
 - 5.1.11 to use its best endeavours to assist the Organiser in protecting the Event Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm or bring into disrepute the Event Marks or the Organiser's title to the Event Marks or the image of the Event, the Organiser or the Venue;
 - 5.1.12 to notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever (including settlement) in relation to that suspected infringement unless requested to do so by the Organiser;
 - 5.1.13 to hold any additional goodwill generated by the Sponsor for the Event Marks as bare trustee for the Organiser and to assign the same to the Organiser at any time on request, and in any event following expiry or termination of this agreement;
 - 5.1.14 to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Organiser, including to protect the Event Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark register or other register, or in any other way.
- 5.2 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without the Organiser's prior written consent.

6 Obligations of the Organiser

- 6.1 The Organiser shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.
- 6.2 The Organiser shall comply with all Applicable Laws relevant to its performance of this agreement as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety, where applicable.
- 6.3 The Organiser agrees that, notwithstanding the obligations of the Organiser to promote the Event within the terms of this agreement, the Sponsor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, goodwill and reputation through the Sponsor's association with the Event on and subject to the terms of this agreement.

7 Representations and warranties

- 7.1 Each party warrants and undertakes to the other that:
 - 7.1.1 it has full authority to enter into this agreement and is not bound by any agreement

with any third party that adversely affects this agreement; and

7.1.2 it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this agreement.

7.2 The Supplier warrants and undertakes to the Organiser that it owns or has obtained valid licences, consents, permissions and rights to use and provide to the Organiser the Sponsor's Marks and Sponsor's Event Materials, all Intellectual Property Rights therein.

8 Sanctions

8.1 The Sponsor warrants that at the date of this agreement it, or any Representatives, are not:

8.1.1 a Sanctions Target and has not been a Sanctions Target; and

8.1.2 during the period of twelve months immediately prior to the date of this agreement has not:

8.1.2.1 become a Sanctions Target;

8.1.2.2 contravened any Sanctions; or

8.1.2.3 has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings).

8.2 At all times during the term of this agreement, the Sponsor and its Representatives shall:

8.2.1 not contravene any Sanctions;

8.2.2 not do, or omit to do, any act that will cause or lead the other party to contravene any Sanctions; and

8.2.3 implement adequate policies and procedures to ensure its and its Representatives compliance with Sanctions.

8.3 The Sponsor shall as soon as reasonably practicable notify the Organiser in writing of any fact or circumstance that may give rise to a breach of warranties this clause 8 and it shall provide such information as the Organiser may require to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.

8.4 Without affecting any other right or remedy available to the Organiser any breach of this clause shall constitute a material breach for the purposes of clause 15.1.2.

8.5 In the event that the Organiser terminates the agreement in whole or in part due to the Sponsor's breach of this clause 8, the Sponsorship Fee is non-refundable.

9 Anti-bribery

9.1 Each party agrees that it shall:

9.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

(Relevant Requirements);

- 9.1.2 maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 9.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this agreement;
 - 9.1.4 immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of its organisation or acquires a direct or indirect interest in it, and it warrants that it has no foreign public officials as direct or indirect owners, officers or employees or at the date of this agreement.
- 9.2 Each party shall ensure that any person associated with it who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from that person terms equivalent to those imposed on the Sponsor in this clause 9 (**Relevant Terms**). The party shall be responsible for the observance and performance by these persons of the Relevant Terms and shall be directly liable to the other party for any breach by these persons of any of the Relevant Terms.
- 9.3 Breach of this clause 9 shall be deemed a material breach under clause 15.1.2.
- 9.4 For the purpose of this clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) and section 8 of that Act respectively. For the purposes of this clause 9, a person associated with a party includes but is not limited to any subcontractor of that party.

10 Indemnities

- 10.1 The Sponsor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with:
- 10.1.1 any claim made against the Organiser by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Organiser's use of the Sponsor's Marks in accordance with this agreement;
 - 10.1.2 any claim made against the Organiser by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor's Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Organiser of any use of the Event Marks on the Sponsor's Event Materials, relates only to the use of the Event Marks and does not amount to approval of any the

Sponsor's Event Materials and shall not affect this right of indemnification.

- 10.2 The Organiser shall indemnify the Sponsor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Sponsor arising out of or in connection with any claim made against the Sponsor by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Sponsor's use of the Organiser's Marks in accordance with this agreement.
- 10.3 The indemnities in this clause 10 shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.
- 10.4 Liability under the indemnities in this clause 10 is conditional on the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity in this clause 10 (a **Claim**), the indemnified party shall:
- 10.4.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
 - 10.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed);
 - 10.4.3 give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and
 - 10.4.4 be deemed to have given to the indemnifying party sole authority to avoid, dispute, compromise or defend the Claim.
- 10.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 10.6 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11 Limitation of liability

- 11.1 Nothing in this agreement shall limit or exclude a party's liability:

- 11.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 11.1.2 for fraud or fraudulent misrepresentation;
 - 11.1.3 for deliberate default;
 - 11.1.4 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
 - 11.1.5 under the indemnities set out at clause 10.1.1, clause 10.1.2 and clause 10.2.
- 11.2 Subject to clause 11.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:
 - 11.2.1 loss of revenue or anticipated revenue;
 - 11.2.2 loss of savings or anticipated savings;
 - 11.2.3 loss of business opportunity;
 - 11.2.4 loss of profits or anticipated profits;
 - 11.2.5 loss of damage to goodwill; or
 - 11.2.6 any indirect or consequential losses.
- 11.3 The following types of loss shall in any event be regarded as direct loss and (without in any way limiting other categories of losses which may be recoverable) shall therefore be recoverable by the Organiser pursuant to this clause, where arising out of or in connection with any act or omission of the Sponsor:
 - 11.3.1 wasted expenditure;
 - 11.3.2 costs of procuring and implementing replacements for, or alternatives to the Event Marks, including consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - 11.3.3 losses incurred by the Organiser arising out of or in connection with any third party claim against the Organiser. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Sponsor's personnel, regulators and customers of the Organiser.
- 11.4 Subject to clause 11.1, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the Sponsorship Fee paid under or pursuant to this agreement (the Cap), provided always that where any sums are refunded to the Sponsor the Cap shall be reduced by the amount of such refund.
- 11.5 Each party shall promptly give the other party notice of an event giving rise to a claim

under or in connection with this agreement.

12 Intellectual Property Rights

12.1 The Organiser and the Sponsor agree as follows:

- 12.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and, save as expressly provided in clause 2.4, the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
 - 12.1.2 all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and, save as expressly provided in clause 2.1.1 the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them.
- 12.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the Organiser or jointly by the Organiser and the Sponsor shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the Organiser and shall immediately vest in the Organiser on creation. If the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made and shall execute such documentation to give effect to this clause.

13 Insurance

- 13.1 The Organiser confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death where applicable.

14 Event cancellation, amendment or postponement

- 14.1 The Organiser reserves the right to, acting reasonably, cancel, amend or postpone the Event for any reason (including, without limitation, by reason of a Force Majeure Event).
- 14.2 The Organiser shall notify the Sponsor as soon as reasonably possible of the cancellation, amendment or postponement of the Event and shall specify in each case whether the Event has been cancelled, amended or postponed.
- 14.3 The Sponsor acknowledges and agrees that, having received one of the remedies set out in clauses 14.3, 14.4, 14.5, 14.6 or 14.7, the Organiser shall not be in breach of this Agreement nor have any liability whatsoever to the Sponsor by virtue of a cancellation, amendment or postponement causing any failure or delay in the performance of its obligations pursuant to this agreement, and the Sponsor shall not have a right to terminate the agreement on such grounds.
- 14.4 Upon the Organiser notifying the Sponsor of a **cancellation** of the Event, the Organiser shall either:
- 14.4.1 terminate this agreement in accordance with clause 15; or
 - 14.4.2 elect, and at the Organiser's sole discretion, apply the Sponsorship Fee (whether

or not paid to the Organiser) to another event, provided that the date of such event is less than 12 months from the date of such cancellation, and.

in both such cases the Sponsorship Fee is non-refundable.

- 14.5 Upon the Organiser notifying the Sponsor of an **Amendment** to an Event, the Sponsor is deemed to accept the amendment and the Sponsorship Fee is non-refundable.
- 14.6 Upon the Organiser notifying the Sponsor of a **postponement** where the new Event is fewer than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and the Sponsorship Fee is non-refundable and the Organiser shall apply the Sponsorship Fee to the postponed Event.
- 14.7 Upon the Organiser notifying the Sponsor of a **postponement** where the new Event is more than 2 months away but fewer than 18 months away from the original Event date, the Organiser may:
 - 14.7.1 elect, and at the Organiser's sole discretion, apply the Sponsorship Fee (whether or not paid to the Organiser) to another event, provided that the date of such event is not later than 18 months from the date of postponement of the Event; or
 - 14.7.2 terminate this Agreement on written notice to the Sponsor.
- 14.8 The Sponsor acknowledges and agrees that where the Organiser elects to apply the Sponsorship Fee to another event, the Organiser is under no obligation to provide the same Sponsorship Rights for the Sponsorship Fee.

15 Termination

- 15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 15.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 15.1.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 15.1.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 15.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
 - 15.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the

Insolvency Act 1986;

- 15.1.6 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
 - 15.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
 - 15.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 15.1.9 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 15.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 15.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 15.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.4 to clause 15.1.10 (inclusive);
 - 15.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 15.2 Without prejudice to any other right or remedy available that the Organiser may have against the Sponsor, the Organiser may terminate this agreement in whole or in part with immediate effect by giving written notice to the Sponsor if:
- 15.2.1 there is a change of Control of the Sponsor;
 - 15.2.2 the Sponsor breaches any warranty given by the Sponsor pursuant to this agreement;
 - 15.2.3 the Organiser has reasonable grounds for believing that the Sponsor or its Representatives:
 - 15.2.3.1 has or has been accused of committing a crime;
 - 15.2.3.2 has been accused of contravening any Sanctions;
 - 15.2.3.3 has become involved in or becomes associated with (whether directly or indirectly) any situation or activity (whether caused by the

Sponsor or a third party) which may in the reasonable opinion of the Organiser, have a negative effect on the reputation of the Organiser, its Affiliates, the Event, the Event marks, the Organiser's products or services, or any aspect of its business.

- 15.3 Further to clause 15.2, in the event any of the circumstances set out at clause 15.2.2 or 15.2.3 apply, at its sole discretion, the Organiser may require the Sponsor to withdraw any Representative from an Event.

16 Consequences of termination

- 16.1 On termination or expiry of this agreement:

- 16.1.1 the Sponsorship Rights granted by the Organiser to the Sponsor under this agreement shall immediately terminate and revert to the Organiser;
- 16.1.2 following termination of the Sponsorship Rights and their reversion to the Organiser the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event;
- 16.1.3 each party shall promptly return to the other any property (including Confidential Information pursuant to clause 18.7) of the other within its possession or control;
- 16.1.4 each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement. Where termination occurs before the Sponsor has received all the Sponsorship Rights, the Organiser shall charge the Sponsor such proportion of the Sponsorship Fees as is reasonable to reflect the value of the Sponsorship Rights received by the Sponsor prior to the date of termination;
- 16.1.5 the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 8 (Sanctions), clause 10 (Indemnities), clause 11 (Limitation of liability), clause 14 (Event cancellation), clause 16 (Consequences of termination), clause 18 (Confidentiality) and clause 23 (Set-off) to clause 32 (Governing law and jurisdiction).

- 16.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

17 Force majeure

- 17.1 Provided it has complied with clause 17.4 and subject to clause 14, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 17.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.3 The Affected Party shall:

- 17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 17.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

18 Confidentiality

18.1 The provisions of this clause shall not apply to any Confidential Information that:

- 18.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 18.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 18.1.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 18.1.4 the parties agree in writing that it is not confidential or may be disclosed.
- 18.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- 18.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
 - 18.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 18.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 18.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 18.3.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 18.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 18.5 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 18.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.
- 18.7 On termination or expiry of this agreement, each party shall:
- 18.7.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 18.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 18.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 14.

19 Data protection

- 19.1 The following definitions apply in this clause 19:

Agreed Purposes: for the processing and carrying out of this agreement.

Controller, Processor, Data Subject, Personal Data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation, the Data Protection Act 2018 (DPA) and the UK GDPR, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Permitted Recipients: the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.

Personal Data Breach: breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to the Personal Data.

Shared Personal Data: the Personal Data to be shared between the parties under or in connection with this agreement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

19.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

19.3 Clauses 19.4 to 19.7 shall apply where the parties share Personal Data under this Agreement and are independent Controllers. Clauses 19.8 to 19.13 shall apply where the Organiser is a controller of Personal Data, and the Sponsor processes that Personal Data on behalf of the Organiser.

Data sharing

19.4 **Shared Personal Data.** Clauses 19.4 to 19.7 set out the framework for the sharing of Personal Data between the parties as independent Controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

19.5 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

19.6 Each party shall:

19.6.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

19.6.2 give full information to any Data Subject whose Personal Data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.

19.6.3 process the Shared Personal Data only for the Agreed Purposes;

19.6.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- 19.6.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 19.6.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 19.6.7 not transfer any Personal Data received from the Data Discloser outside the UK unless the transferor ensures that:
 - 19.6.7.1 the transfer is to a country which is based on an adequacy decision under Article 45 UK GDPR ;
 - 19.6.7.2 there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or
 - 19.6.7.3 one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.
- 19.7 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 19.7.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 19.7.2 promptly inform the other party about the receipt of any Data Subject access request;
 - 19.7.3 provide the other party with reasonable assistance in complying with any Data Subject access request;
 - 19.7.4 not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;
 - 19.7.5 assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 19.7.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 19.7.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Personal Data;
 - 19.7.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers; and

- 19.7.9 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Data Processing

- 19.8 The parties agree and acknowledge that for the purposes of the Data Protection Legislation:
 - 19.8.1 the Organiser is the Controller, and the Sponsor is the Processor. Schedule 4 sets out the subject matter, nature and purpose of processing by the Sponsor, the duration of the processing and the types of Personal Data and categories of Data Subject; and
 - 19.8.2 the Organiser retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation and for the written processing instructions given to the Sponsor.
- 19.9 Without prejudice to the generality of clause 19.2, the Sponsor shall, in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:
 - 19.9.1 process that Personal Data only on the documented written instructions of the Organiser unless the Sponsor is required by the Data Protection Legislation to otherwise process that Personal Data. The Sponsor shall notify the Organiser if, in its opinion, the Organiser's instructions do not comply with the Data Protection Legislation;
 - 19.9.2 promptly comply with any Organiser instructions requiring the Sponsor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing;
 - 19.9.3 maintain confidentiality of the Personal Data, and procure that all personnel of the Sponsor maintain confidentiality of the Personal Data, and not disclose the Personal Data to third parties unless the Organiser or this agreement specifically authorises the disclosure, or as required by domestic law, court or regulator. If a domestic law, court or regulator requires the Sponsor to process or disclose the Personal Data to a third party, the Sponsor must first inform the Organiser of such legal or regulatory requirement and give the Organiser an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice;
 - 19.9.4 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Organiser to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may

include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and

- 19.9.5 assist the Organiser in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.10 The Sponsor shall not transfer or otherwise process Personal Data outside the UK without obtaining the Organiser's prior written consent. Where such consent is granted, the Sponsor may only process Personal Data outside the UK under the following conditions:
 - 19.10.1 the Sponsor is processing the Personal Data in a country which benefits from an adequacy decision under Article 45 UK GDPR;
 - 19.10.2 the Sponsor participates in a valid cross-border transfer mechanism under the Data Protection, so that the Sponsor (and, where appropriate, the Organiser) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR; or
 - 19.10.3 one of the derogations in Article 49 UK GDPR applies to the transfer.
- 19.11 The Sponsor shall immediately and in any event without undue delay notify the Organiser if it becomes aware of:
 - 19.11.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Sponsor will restore such Personal Data at its own expense as soon as possible;
 - 19.11.2 any accidental, unauthorised or unlawful processing of the Personal Data; and
 - 19.11.3 any Personal Data Breach.
- 19.12 The Sponsor will reasonably co-operate with the Organiser at no additional cost to the organiser in the Organiser's handling of any matter set out in clause 19.11.
- 19.13 The Sponsor may not authorise any third party or subcontractor to process the Personal Data.
- 19.14 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in

dealing with the claim and sole authority to manage, defend and/or settle it.

20 Announcements

- 20.1 Subject to clause 19.2, no party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties.
- 20.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other parties. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

21 Value added tax

- 21.1 All sums payable under this agreement are exclusive of any VAT that may be payable by either party.

22 Interest

- 22.1 If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, without limiting the other party's remedies under clause 14, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 22.2 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

23 Set-off

- 23.1 All amounts due under this agreement shall be paid by the Sponsor to the Organiser in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

24 No partnership or agency

- 24.1 Nothing in this 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.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25 Third party rights

- 25.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.2 The rights of the parties to rescind or vary this agreement are not subject to the consent

of any other person.

26 Variation

- 26.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27 Assignment and other dealings

- 27.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

28 Waiver

- 28.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29 Severance

- 29.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 29.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

30 Entire agreement

- 30.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 30.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

31 Notices

- 31.1 Any notice given to a party under or in connection with this agreement shall be:

31.1.1 made in writing; and

31.1.2 signed by or on behalf of the party giving it; and

31.1.3 directed to the address for service pursuant to this clause.

31.2 The address for service of notices are as follows:

Organiser	Innovate Finance
Address:	5th floor, 2 Throgmorton Avenue, London, EC2N 2DG, UK
For the attention of:	Hayley Sedgwick
Email address:	[REDACTED]

Sponsor	UK Department for Business and Trade
Address:	Old Admiralty Building, Westminster, London SW1A 2AY, UK
For the attention of:	Rebekah O'CONNOR (DBT)
Email address:	[REDACTED] [REDACTED]

31.3 Any notice prepared and executed in accordance with this clause shall be deemed to have been received:

31.3.1 if delivered by hand, on signature of a delivery receipt;

31.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

31.3.3 if sent by email, at 9.00 am on the next Business Day after transmission.

31.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32 Governing law

- 32.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

33 Jurisdiction

- 33.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

34 Counterparts

- 34.1 This agreement may be executed by the parties in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

This agreement has been entered into on the date first stated at the beginning of it.

Schedule 1 Event Marks



1. **Organiser's Marks**

INNOVATE / FINANCE

Schedule 2 Sponsor’s Mark (sponsor to include)

Schedule 3 Sponsorship Rights

1. Use of Event Marks

The Sponsor is granted a right to use the Event Marks on the terms of this agreement.

2. Sponsorship Deliverables

- (a) The Organiser shall provide the Sponsor with the following pre-event benefits:
 - (i) Listed as Gold Sponsor of IFGS2024
 - (ii) Branding on IFGS website
 - (iii) Digital Branding across IFGS assets
 - (iv) Promotion of an IFGS dedicated thought-leadership piece via all Innovate Finance digital channels
 - (v) Receive IFGS pre-event registration data (GDPR compliant)
 - (vi) Joint email message to all IFGS registered attendees
 - (vii) Discounted tickets for participants in our overseas delegation (@ concession rate of £450 +VAT) *Note, 133 used this discounted ticket code last year.

- (b) The Organiser shall provide the Sponsor with the following event benefits:
 - (i) x40 Complimentary IFGS tickets
 - (ii) x3 Invitations to VIP drinks reception
 - (iii) Access to 1:1 Networking and Matchmaking App
 - (iv) XL Exhibit Stand (Wall and counter graphics included)
 - (v) Digital signage across the summit and in app
 - (vi) Invited to Press meet up
 - (vii) Curate panel session(s) in West Crypt stage (150 Seats, Recorded w/ Attendee data)
 - (viii) Opportunity to host a private roundtable session (up to x35 preselected attendees in private room)

- (c) The Organiser shall provide the Sponsor with the following post-event benefits:
 - (i) x3 Invitations to UKFW invite-only closing party
 - (ii) Brand profile in wrap up event video and report
 - (iii) Author follow-up blog or thought-leadership article, promoted across IF channels
 - (iv) Receive final attendee data (GDPR compliant)
 - (v) Opportunity to host fringe event during UKFW

Schedule 4 - Processing, Personal Data and Data Subjects

The table below sets out processing that will take place under the agreement in accordance with clauses 19.8 to 19.13.

Description	Details
Subject matter of the processing	Sponsorship of IFGS2024
Nature of the processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)
Purpose of the processing	To provide agreed information to the sponsors
Duration of the processing	only for the duration of the agreement.
Types of Personal Data	Name, email address, telephone/mobile numbers, images
Categories of Data Subject	delegates/attendees of IFGS2024

[Schedule 5 – Placeholder if required]

Signed by Hayley Sedgwick
for and on behalf of Innovate
Finance Limited

[Redacted Signature]

60A3FE7417C7413...

COO

Rebekah O'Connor on behalf
of UK Department for
Business and Trade

DocuSigned by:
[Redacted Signature]

Head of Fintech