

## Virtual Event Sponsorship Terms of Business

Thank you for choosing Smee and Ford to support you and your business. Smee and Ford is part of MiExact a company incorporated in England and Wales under number 1964639 whose registered office is at 5th Floor, 10 Whitechapel High Street, London, UK, E1 8QS. ("We"/"Us"/"Our").

### 1. How your Agreement with Us works

- a. Your ("Your" / "You"/"Sponsor") Agreement with Us is made up of the relevant order form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that We have agreed to provide to You ("the Agreement"). The services and products covered by each individual set of Terms and Conditions are described at the beginning of the Order Form ("Order Form").
- b. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant product or service Terms and Conditions will prevail.
- c. This Agreement is a contract between the customer organisation or individual identified as the customer in the Order Form for Our products and services and Us (the entity set out above).

### 2. General Terms of Business

- a. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
- b. We reserve the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time.
- c. The documents comprising this Agreement (together with any documents referred to herein) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement.
- d. This Agreement applies to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- e. Notices required under this Agreement will be sent by email to the email address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. We may also give you notice via Our relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
- f. You agree to the electronic means of communication, set out in (e) above, and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
- g. You acknowledge that in contracting with Us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
- h. Nothing in this Agreement will require Us to do or omit to do anything which would contravene any applicable laws or regulations to which We are subject.
- i. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of Our rights or obligations under this Agreement at any time and without notice.

- j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- k. Termination or expiration of the Agreement between Us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
- l. You will indemnify and hold Us, Our employees, agents, officers, directors, and other representatives, harmless from and against all costs, losses, liabilities, and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
- m. Nothing in this Agreement will operate to exclude or limit Our liability for death or personal injury caused by Us, Our employees or subcontractors, negligence or, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, We will not be liable to You under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
- n. We will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond Our or Our subcontractors' reasonable control.
- o. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
- p. We shall have the right to announce our business relationship with you publicly, including by announcements on social media.
- q. We will use any personal information provided by you in relation to your authorised users in accordance with Our Privacy Policy which can be found on Our website.

### **3. Anti-Bribery and Sanctions**

- a. You warrant that you will:
  - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - ii. comply with such of Our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
  - iii. promptly notify Us of any request or demand for any undue financial or other advantage of any kind received by You or on Your behalf in connection with this Agreement.
- b. We are part of a large corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that We cannot accept orders from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. We reserve the unconditional right to refuse to accept an order from any such person or organisation.
- c. Notwithstanding anything else in this Agreement, breach by You of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

### **Virtual Event Sponsorship Terms and Conditions**

When you agree to sponsor an event, which is organised and managed by Us your agreement will be subject to the terms and conditions below ("Virtual Event Sponsorship Terms and Conditions").

This Agreement will apply regardless of (a) the scale of the event; (b) whether We have organised the event on your instruction or at Our own or a third party's request; and (c) whether you are the sole sponsor of the event or one of a number of sponsors.

### **1. Scope of these Virtual Event Sponsorship Terms and Conditions**

For the purpose of these Virtual Event Sponsorship Terms and Conditions, the following definitions shall apply:

"Client Literature" shall mean any material created by You in the promotion of an event; and

"Events Marks" shall mean any intellectual property used by Us in the promotion of an event;

"Sponsor Benefits" shall mean the benefits that You can expect to receive as a sponsor of an event and as set out in Your Order Form; and

"Sponsor Marks" shall mean any intellectual property used by You in the promotion of an event

a. These Virtual Event Sponsorship Terms and Conditions govern Your sponsorship of the event (as defined on the Order Form).

b. The event is organised and managed by Us (being the entity set out above).

### **2. Your Obligations**

a. You undertake to support the event through appropriate marketing and promotional channels and to collaborate with Us on any appropriate joint marketing or promotional projects relating to the event.

b. You undertake to ensure Your personnel exercise the sponsor benefits in accordance with the terms of this Agreement.

c. You will, within 7 days of execution of this Agreement, supply Us with examples of the Sponsor Marks in a suitable format.

d. You will, prior to distributing any promotional materials referencing the event or using the Event Marks provide copies of such Client Literature to Us for our approval which will not be unreasonably withheld. You will not distribute any Client Literature without Our written approval. You are solely responsible for meeting all costs relating to the Client Literature (including reprinting costs if our approval is not obtained prior to printing).

e. You warrant that any Client Literature will:

i. comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;

ii. comply with any instructions or directions issued by Us or on Our behalf;

iii. not infringe the rights of any third party or publish any inaccuracies of fact; and

iv. include any legal or good practice notices as required by Us from time to time.

f. You will not do, or omit to do, (and you will procure that none of your employees, agents or contractors will not do, or omit to do) anything which may:

i. bring the event or Us into disrepute;

ii. disparage the event or Us;

iii. damage Our goodwill associated with the event; or

iv. otherwise prejudice Our or the event's image or reputation.

g. You will not engage in joint promotions with any third party in relation to the event without Our prior written consent.

h. You acknowledge and agree that You will be solely responsible for all costs that You incur relating to your participation at the event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to Your stand at the event and all costs incurred by You in Your sponsorship of the event).

- i. You will promptly comply with all reasonable instructions and directions issued by Us or on Our behalf in connection with the event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the virtual platform tjta the event is being held). We will not be responsible for any failure or delay in You receiving the benefits associated with being an event sponsor where such failure occurs directly or indirectly as a result of Your failure to comply with this clause 2(h).
- j. You will take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the event.

### **3. Our Obligations**

- a. We will provide the Sponsor Benefits and organise the event, in each case using reasonable skill and care.
- b. In some cases, We may consult You in relation to the event however, we reserve the unconditional and absolute right to organise the event as We deem appropriate without consultation with You.
- c. The Sponsor Benefits are personal to You and Your organisation. We are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.
- d. If for any reason, We are unable to deliver any of the Sponsor Benefits, We will inform You as soon as reasonably practicable. We may substitute alternative benefits in respect of the same event that You have sponsored, to an equivalent value of the relevant Sponsor Benefits without incurring any liability to you.
- e. In the event that You change the Sponsor Marks at any time during the term of this Agreement, We will not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by Us, or on our behalf, for or in connection with the event unless You agree in writing in advance to meet the costs and expenses incurred by Us arising from such change.
- f. If, as part of Your proposal, You receive delegate contact data, this will be outlined on your client proposal including details on how the data has been collected by us. You are responsible for determining Your own legal basis for processing and compliance with applicable Data Protection Law (as defined below). Your Account Director can assist if you require more information.

### **4. Ownership of Intellectual Property Rights**

- a. All intellectual property and other proprietary rights in the Sponsor Marks will be solely and exclusively owned by You, together with any goodwill therein, and We will not acquire any rights in the Sponsor Marks.
- b. All intellectual property and other proprietary rights in the Event Marks will be solely and exclusively owned by Us, together with any goodwill therein. You will not acquire any rights in the Event Marks.
- c. All intellectual property and other proprietary rights in or arising out of or in connection with an event (including any rights accruing in the Event Marks) will be owned by Us but always without prejudice to paragraph 6(a).
- d. Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks or do anything which will or may affect any registration of the other party's marks.

### **5. Licence of Intellectual Property Rights**

- a. This Agreement grants you a non-transferable, non-exclusive, royalty-free licence to use the Event Marks exclusively for the purposes of Your sponsorship of an event, during the term of this Agreement and on the terms of this Agreement.
- b. You warrant that You will not use the Event Marks in any way that, in our reasonable opinion, suggests that we are forming a partnership or any trading arrangement (other than the sponsorship of the event), or that we endorse any part of your business, trading name or style.
- c. You grant US a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your Sponsor Marks provided to us in accordance with clause 3(c) both:
  - i. during the term of this Agreement to promote and exploit the event; and
  - ii. for a period of 12 months following the event in any report produced about the event and in any promotional materials for similar events.

## **6. Intellectual Property Rights Indemnity**

- a. You will indemnify Us and keep Us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that Our use of the Sponsor Marks infringes the intellectual property or other proprietary rights of any third party.
- b. If during the term of this Agreement, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property or other proprietary rights then it will promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but will not be obliged to take any further action.

## **7. Sponsorship Fee**

- a. In consideration of Us providing the Sponsor Benefits, You will pay the fees ("the Sponsorship Fee") in accordance with the payment schedule to the account specified on the Order Form.
- b. If the Sponsorship Fee is not received when due, We reserve the right not to supply, or cease to supply, any or all the Sponsor Benefits. For the avoidance of doubt, you will not be permitted entry to the event unless full payment has been received by Us in accordance with the payment schedule.
- c. Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order Form.
- d. The Sponsorship Fee is exclusive of any applicable tax (including but not limited to, VAT) which will be applied at the prevailing rate.

## **8. Cancellation, Postponement, and non- participation at events**

- a. We will not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement where, in our commercially reasonable opinion (including on the occurrence of an event of force majeure which we reasonably consider may have an adverse effect on the commercial success of the event) we decide to cancel or postpone an event. In the event of such a situation, We will give written notice to You of Our decision as soon as reasonably practicable after the decision has been made.
- b. In the case of cancellation of an event in accordance with paragraph 8(a), the Sponsor will have the option to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by Us provided that the date of such event is less than 12

months from the date of cancellation of the event. The Sponsorship Fee shall be refunded in full where a suitable alternative event is not available.

c. We will have no obligation to refund all or part of the Sponsorship Fee in the event of postponement of the event.

d. In the case of postponement of the event, the Sponsor is deemed to accept the new event date as varied and may not terminate this Agreement.

e. We will have no obligation to refund all, or part of Sponsorship Fee paid in the event of Sponsor cancellation or Your non-participation at the Virtual Event. For the avoidance of doubt, You cannot cancel Your Sponsorship through non-payment. Any balance of the payment will remain due and payable by You where have cancelled or not participated.

f. Where the Sponsor elects to apply the Sponsorship Fee to an alternative event owned and managed by Us, We are under no obligation to provide the same Sponsor Benefits at the same Sponsorship Fee and the fees may be subject to change.

## **9. Term and Termination**

a. This Agreement will take effect on the date specified on the Order Form and will continue until completion of the event, unless terminated early in accordance with its terms.

b. If You have not paid your invoice by the due date, or if You are in breach of any of Your obligations under this Agreement, We may terminate the Agreement immediately on written notice.

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

d. Upon termination of this Agreement by Us in accordance with this clause 9, all outstanding sums owing to us at the date of termination will become due and payable without deduction or set-off. Where termination occurs before You have received all the Sponsor Benefits, We will charge You such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits received by You prior to the date of termination.

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

i. Our obligations to provide any further Sponsor Benefits will cease with immediate effect;

ii. any licences granted pursuant to this Agreement will immediately cease; and

iii. you will destroy any Client Literature and remove the Event Marks from any other materials in your possession.

## **10. Limitation of Liability**

a. Subject to clause 2(m) of the General Terms of Business, Our aggregate liability to you in respect of all losses, liabilities or damage suffered by You arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your sponsorship of the event.

b. You will ensure that We, Our employees, and Our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by You (including your registered and/or substitute delegates) during or otherwise in relation to an event.

## **11. Confidentiality**

You warrant to keep the amount of the Sponsorship Fee confidential and will not disclose it or make it available to any third party unless required to do so by law.

## **12. Data Protection**

- a. This clause sets out the Our responsibilities and that of the Customer in relation to the data protection laws, including Data Protection Act 2018, UK GDPR and any other applicable data protection law (“Data Protection Law”). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where We process any personal data in relation to services or products under this Agreement, We do so as a data controller on Our own behalf (including in order to comply with its obligations and exercise its rights under this agreement) and shall comply with Data Protection Law in respect of such processing. Where You provide any personal data in relation to this Agreement, You warrant that You do so in compliance with Data Protection Law and that We may, process such data as required or contemplated under this Agreement. You will be responsible for any costs, losses, or expenses We incur or suffer as a result of breach of such warranty.
- b. All data collected and processed in connection with this Agreement will be processed in accordance with Our Privacy Notice which can be found on Our website.
- c. For further information about data protection and how We use Your data please contact [dataprotection@wilmingtonplc.com](mailto:dataprotection@wilmingtonplc.com). We also encourage You to read our Privacy Policy and Cookies Policy.
- d. You acknowledge that you will be contacted by Us under legitimate interest via telephone or email about relevant products and services. You will be given the opportunity to opt out in all future communications.
- e. If, as part of Your Sponsor Benefits, You receive delegate contact data, this will be outlined on your client proposal including details on how the data has been collected by us. You are responsible for determining Your own legal basis for processing and compliance with applicable Data Protection Law (as defined). Your Account Director can assist if you require more information.
- f. We use Swapcard, a virtual event platform and event app to deliver some of Our events and manage Your access to it. Where applicable, You will receive emails via this platform with essential operational information and reminders of the benefits and how to log-in. As a Data Controller Swapcard uses AI to provide You with networking opportunities on the day and post-event. Such collection and use of your personal data by Swapcard is governed by their terms and conditions. Swapcard's Terms and Conditions can be found here: <https://www.swapcard.com/terms-of-use/>.

### **13. Force Majeure**

We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond Our reasonable control.