

**EVENTSPPOINT ITD**

**TERMS OF BUSINESS**

These Terms of Business apply to the provision of services by Eventspoint Limited pursuant to a letter enclosing these Terms of Business and describing the engagement ("Engagement Letter").

**1. DEFINITIONS**

1.1 The following words and phrases used in this Agreement shall have the following meanings, except where the context clearly requires otherwise:

**"Agreement"** means these Terms of Business and the Engagement Letter, together with any documents to which specific reference is made in the Engagement Letter;

**"Business Day"** means a day (other than a Saturday or a Sunday or a Bank Holiday in England);

**"Charges"** means the fees and charges levied by Eventspoint for the Services, as set out in the Engagement Letter;

**"Client"** means the addressee of the Engagement Letter;

**"Confidential Information"** means any information relating to one Party (the "Disclosing Party") and/or the business carried on or proposed or intended to be carried on by the Disclosing Party and which is made available in connection with this Agreement to the other Party (the "Receiving Party") (or its authorised agents) by the Disclosing Party (or its authorised agents) and any other information which is otherwise made available by the Disclosing Party (or its authorised agents) to the Receiving Party (or its authorised agents), whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its authorised agents contrary to the terms of this Agreement); or
- (b) was lawfully in the possession of the Receiving Party or its authorised agents free of any restriction as to its use or disclosure prior to its being so disclosed; or

(c) following such disclosure, becomes available to the Receiving Party or its authorised agents from a source other than the Disclosing Party (or its authorised agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

**"Deliverables"** means the output of the Services;

**"Force Majeure Event"** means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act outside the reasonable control of the affected Party, including, an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute;

**"Intellectual Property Rights"** means all rights in copyright, patents, know-how, Confidential Information, database rights, internet domain names, web site addresses, rights in trade marks and designs (whether registered or unregistered), applications for registration of any of the foregoing and the right to apply for registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**"Parties"** means Eventspoint and the Client collectively and **"Party"** shall mean any one of them as determined by the context;

**"Services"** means the services to be provided by Eventspoint to the Client as described in the Engagement Letter;

**"Third Party"** means any person or entity other than the Parties to this Agreement;

**"VAT"** means value added tax charged under or pursuant to the Value Added Tax Act 1994.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation.

1.3 Words importing the singular include the plural and vice versa.

1.4 Words importing a gender shall include all genders.

1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 1.6 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

## **2. PROVISION OF SERVICES**

The Engagement Letter shall describe the Services to be provided to the Client by Eventspoint. These Terms of Business shall be subject to variation if required in the Engagement Letter.

## **3. CHARGES AND PAYMENT TERMS**

- 3.1 In consideration of Eventspoint providing the Services to the Client, the Client shall pay to Eventspoint the Charges set out in the Engagement Letter. Unless stated to the contrary in the Engagement Letter, the Charges will be based on the time spent by Eventspoint in providing the Services to the Client and the Client shall reimburse Eventspoint in respect of all out-of-pocket expenses actually incurred by Eventspoint (including, but not limited to, travel and accommodation expenses) in providing the Services to the Client.

- 3.2 The Client shall pay Eventspoint's invoices within thirty (30) days of the date of such invoices.

- 3.3 Unless otherwise specified, all Charges are stated exclusive of VAT and where applicable, such VAT shall be payable by the Client at the then prevailing rate.

- 3.4 In the event that the Client fails to pay to Eventspoint any sum due pursuant to this Agreement, the Client shall be liable to pay interest to Eventspoint on such sum from the due date for payment at the annual rate of four per cent (4%) above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment.

- 3.5 Eventspoint reserves the right to suspend its provision of the Services pending the payment by the Client of any overdue Charges.

## **4. CLIENT'S OBLIGATIONS**

- 4.1 To enable Eventspoint to provide the Services, the Client shall supply promptly all information and assistance required by us.

- 4.2 Eventspoint may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom Eventspoint know to be or reasonably believe to be authorised by the Client to communicate with Eventspoint for such purposes.

**5. LIMITATION OF LIABILITY**

5.1 Neither Party limits its liability for:

5.1.1 fraud or theft by it or its employees; and

5.1.2 death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.

5.2 Subject to clause 5.1, in respect of this Agreement, the aggregate liability of Eventspoint to the Client whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to fifty per cent (50%) of the Charges paid or payable by the Client to Eventspoint under this Agreement.

5.3 Subject to clause 5.1, in respect of this Agreement, the aggregate liability of the Client to Eventspoint whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to one hundred per cent (100%) of the total Charges paid or payable to Eventspoint by the Client under this Agreement.

5.4 Subject to clause 5.1, in respect of this Agreement, neither Party will have any liability to the other for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):

5.4.1 loss of revenue or profits;

5.4.2 loss of business opportunity or loss of contracts;

5.4.3 loss of goodwill or injury to reputation;

5.4.4 indirect, consequential or special loss or damage; or

5.4.5 anticipated savings.

5.5 Each Party shall take reasonable steps to mitigate its losses arising under this Agreement.

**6. CONFIDENTIALITY AND PUBLICITY**

6.1 Both Parties shall procure that all Confidential Information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in accordance with this Agreement or which may at any time until termination of this Agreement come into either Party's knowledge, possession or control shall not be used for any purpose other than the performance of this Agreement and shall not be disclosed to any Third Party except in so far as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other Party.

6.2 Eventspoint may for purposes of marketing, publicising or selling its services, disclose that it has performed work for the Client and it may identify the Client by name and may indicate only the general nature or category of such work and any details which have properly entered the public domain.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 All Intellectual Property Rights belonging to a Party prior to the date of this Agreement will remain vested in that Party.

7.2 All Intellectual Property Rights in and to the Client's trade marks and brands shall not be used by Eventspoint for any purpose without the Client's prior written consent and then only in the manner prescribed by the Client. The Client hereby consent to the use by Eventspoint of the Client's trade marks and brands solely in connection with and to the extent required for the provision of the Services.

7.3 All Intellectual Property Rights in and to the Deliverables, except for information provided by the Client to Eventspoint, shall vest in Eventspoint and Eventspoint hereby grants to the Client a fully paid-up, royalty free, non-transferable and perpetual licence to use such Deliverables for its own internal business purposes.

7.4 All and any information, documentation and/or data provided by the Client to Eventspoint shall remain the property of the Client.

7.5 Subject to clause 6, nothing in this Agreement shall prevent Eventspoint from developing for itself or for other customers, materials and deliverables which compete with those produced as a result of the provision of the Services and Eventspoint will be free to use its general knowledge, skill and experience and any underlying ideas, concepts, know-how, methodologies and techniques acquired as a result of this Agreement or the provision of the Services.

## **8. TERMINATION**

8.1 Each Party will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party, if the other Party becomes insolvent, is unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or

arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

8.2 The Client will have the right, without prejudice to its other rights or remedies, to terminate this Agreement with immediate effect from service on Eventspoint of a written notice if Eventspoint is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, Eventspoint has failed to remedy such breach within thirty (30) Business Days of notice so to do.

8.3 Eventspoint will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Client if the Client is in material breach of this Agreement or in persistent breach of this Agreement and such breach is not capable of remedy or, if the breach is capable of remedy, the Client has failed to remedy the breach within 30 (thirty) Business Days of notice so to do.

8.4 The termination of this Agreement shall be without prejudice of any rights which accrued to either of the Parties prior to such termination.

## **9. FORCE MAJEURE**

9.1 Neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected Party:

9.1.1 promptly notifying the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

9.1.2 using its reasonable endeavours to limit the effect of the delay or non-performance on the other Party.

## **10. NOTICES**

10.1 All notices between the Parties in accordance with this Agreement shall:

10.1.1 be delivered by hand or sent by first class recorded delivery to the addresses appearing in the Engagement Letter or to such other address as the addressee notifies to the other Party in writing.

10.2 Notices shall be deemed to have been received as follows:

10.2.1 if sent by post in accordance with clause 10.1.1, two (2) Business Days after delivery into the custody of the postal authorities;

10.2.2 if delivered by hand, on the day of delivery if delivered by 16:00 hours on any Business Day and otherwise on the next Business Day;

10.3 In proving service of notices sent under this Agreement:

10.3.1 if sent by post in accordance with clause 10.1.1 it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a prepaid recorded delivery;

10.3.2 if delivered by hand, it shall be sufficient to prove that hand delivery was made;

## **11. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement will be deemed to constitute a partnership between the Parties and nothing in this Agreement will constitute either Party as the agent of the other Party.

## **12. WAIVER**

A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by any other Party in performing any of those provisions, will not constitute a continuing waiver and that waiver will not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by any other Party under any of the provisions of this Agreement.

## **13. SEVERABILITY**

The provisions contained in each clause and sub-clause of this Agreement is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.

## **14. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **15. ASSIGNMENT AND SUBCONTRACTING**

15.1 Except as expressly set out in this Agreement, neither Party shall be entitled to give, bargain, sell, assign, sub-let or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

15.2 The Client consents to Eventspoint subcontracting any of its obligations to a Third Party and assigning or novating any of its rights, benefits and/or obligations to any entity that comes under the control of Eventspoint and/or to any successor acquiring any part of Eventspoint's operation or business.

**16. SUCCESSORS AND ASSIGNS**

Except as otherwise expressly provided in this Agreement, this Agreement is binding on the Parties' successors and permitted assignees. Each Party's successors and permitted assignees will be fully bound by this Agreement.

**17. VARIATION**

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the Parties.

**18. WHOLE AGREEMENT**

18.1 This Agreement and the documents referred to in it contain the whole agreement between the Parties relating to the subject matter contemplated by this Agreement and supersede all previous agreements between the Parties relating to that subject matter.

18.2 Each of the Parties acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the signature of this Agreement. Each of the Parties waives all rights and remedies which, but for this sub-clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause will limit or exclude any liability for fraud.

**19. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and will be construed in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English Courts for all purposes relating to this Agreement.