

Invest in Lithuania
Jurgita Riepsiene
Jogailos str. 4, LT-01116
Vilnius, Lithuania

26th April 2016

**Sponsorship Agreement
Deloitte Annual Shared Services and BPO Conference,
14 – 15 September 2016**

Dear Jurgita

Invest Lithuania ("the Sponsor", "you") has agreed to sponsor the Deloitte Annual Shared Services and BPO Conference ("the Conference"), being organised by Deloitte MCS Limited ("Deloitte", "us", "we") on 14 to 15 September 2016 in Lisbon, Portugal. This letter sets out the agreement between the Sponsor and Deloitte ("the Agreement") in relation to the sponsorship and sets out the Sponsorship Benefits (defined in Appendix 2) to which you are entitled.

1. In consideration of your obligations under this Agreement, we hereby appoint you as a non-exclusive sponsor of the Conference from the date of signing this letter until 30th September 2016 ("the Term").
2. You agree and acknowledge that this Agreement does not constitute an exclusive sponsorship Agreement in relation to the Conference.
3. You shall pay us a total of €20,000 ("the Sponsorship Fee") within 30 days of receipt of an invoice from us which we shall send after we receive a signed copy of this Agreement from you. VAT will be added if appropriate.
4. If we elect to postpone or cancel the Conference for any reason, which is not dealt with by Section 23 below, you shall be entitled to a refund of 100% of the Sponsorship Fee already paid and this Agreement shall automatically terminate 30 days after the date of any such notification to you. Once you have signed the Agreement, if you wish to cancel your sponsorship or this Agreement is cancelled by us in accordance with Section 14 you shall remain liable for the Sponsorship Fee.
5. During the Term, we shall refer to you as 'a Sponsor' of the Conference on promotional literature and publicity material in relation to the Conference. You acknowledge and accept that we shall also refer to and include the names and logos of other third parties who have supplied specific goods or services to us for the Conference or who are also sponsoring the Conference at the Conference and on marketing and other promotional or advertising materials relating to the Conference, in hard and soft copy ("the Conference Literature").
6. Appendix 1 explains Deloitte's vision for the conference. This is included for information only and does not form part of the contractual terms of this Agreement. We will supply to you, or procure the supply to you of, the benefits set out in Appendix 2 ("the Sponsorship Benefits") during the Term. We shall provide these Sponsorship Benefits to you using reasonable skill and care.

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7. All other costs that you incur in relation to the Conference, including but not limited to making use of the Sponsorship Benefits and any travel, food, beverages or hotels shall be for your account.
8. You are entitled to the number of free tickets to the Conference which is set out in Appendix 2
9. You grant us a royalty free licence during the Term and for a period of 30 days after the Term to use your name, logo and/or trade mark on the Conference Literature and any other materials we produce in relation to the Conference and shall make these available to you prior to general distribution. We acknowledge that we not shall not acquire, nor claim, any right, title or interest in or to your name, logo or trade mark or the goodwill attaching to them by virtue of this Agreement.
10. You shall not use any names, logos, trademarks or service marks of Deloitte, Deloitte LLP (a limited liability partnership with registered number OC303675), Deloitte Touche Tohmatsu (a Swiss Verein) or any of its member firms (collectively, the "Deloitte Names") in any manner without our prior written approval in each case. You shall at all times use the Deloitte Names in such a manner that their distinctiveness and reputation are maintained and shall not do anything which may bring the Deloitte Names or any Deloitte entity in the Deloitte Group (defined below) into disrepute. You acknowledge that you shall not acquire, nor claim, any right, title or interest in or to the Deloitte Names or the goodwill attaching to them by virtue of this Agreement. "Deloitte Group" means Deloitte LLP a limited liability partnership with registered number OC303675, Deloitte and any body corporate that is a group undertaking of Deloitte LLP from time to time, the terms "body corporate" and "group undertaking" having the meanings given to them in sections 1173 and 1161 of the Companies Act 2006.
11. You shall not issue any press releases or make any other announcements (including on social media) referencing any member of the Deloitte Group or use any of the Deloitte Names without our prior written approval in each case and you shall not, without our prior approval (save as required by law) disclose to any third party any information concerning the terms of this Agreement.
12. During the Term and thereafter, you shall not contact, whether in writing, verbally and/or otherwise, any Conference delegate or participant, except to the extent that you have such Conference delegate's or participant's consent (as such term is defined in the European Data Protection Directive (95/46/EC)) to do so. You acknowledge that we take data protection and privacy very seriously, and accordingly, if you fail to comply with the foregoing obligation, you agree that such failure will be a material breach under Section 14(a).
13. We shall each appoint a representative(s) to manage the relationship between us. Deloitte's representatives shall be Simon Muller and Laurence McCall and yours shall be Aiste Macijauskaite.
14. Subject to points (a) and (b) below, this Agreement shall continue in force for the Term. Without prejudice to any accrued rights or remedies to which it may be entitled, either party may terminate this Agreement forthwith by written notice to the other party if the other party:
 - (a) commits a material or persistent breach of any of its obligations under this Agreement or a succession of minor breaches which taken together are material, and where any such breach is capable of remedy fails to correct such breach within a period of 7 days from the date of notification;
 - (b) shall become insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up or if a Court shall make an order to that effect, or shall have a receiving or administration order made against it, or being a company, makes a voluntary arrangement with its creditors or any event analogous to any of these events occur.

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15. If at any time during the Term, the existence of this Agreement causes or is likely to cause Deloitte, any Deloitte Touche Tohmatsu ("DTT") member firm, or any group undertaking (as defined in Section 10) of any DTT member firm to be in breach of its independence or other regulatory requirements from time to time, Deloitte shall be entitled to terminate this Agreement without penalty, immediately by notice in writing. If Deloitte exercises this right of termination it shall forthwith make a refund of any Sponsorship Fee prepaid to you.
16. Upon termination of this Agreement for any reason both parties shall: (i) cease use of the other party's name, logo or trademark; and (ii) return to the other any Confidential Information (defined below) in its possession or control relating to the other.
17. Both parties undertake and agree, and procure that their employees, agents, directors, partners, contractors or subcontractors undertake and agree, to keep confidential and secret and not disclose, publish or reveal to any third party any Confidential Information of the other party.

The restrictions set out above shall not apply to any information which the party making the disclosure ("the disclosing party") can show:

- is in the public domain at the time it was disclosed or which thereafter enters the public domain without breach of the terms of this Agreement;
- at the date of this Agreement, is already known to the disclosing party and was not subject to any prior duty of confidentiality;
- at any time after the date of this Agreement, is legally disclosed to the disclosing party by a third party who is not under any duty of confidentiality or secrecy and without breach of the terms of this Agreement;
- is required by law or by order of a Court of competent jurisdiction or a Government Department, Agency or Regulator in which case the disclosing party shall, to the extent practicable, first inform the other of its intention to disclose such information and take into account the reasonable comments of the other party, provided that if any portion of the Confidential Information falls within any one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the restrictions set out in this Agreement.

"Confidential Information" means the terms of this Agreement and all product, business, market, strategic or other information or data (including but not limited to information retained on all types of medium including written, diagrammatical, software or other storage medium) relating to the Conference or the business affairs of either party or, in respect of Deloitte the Deloitte Group whether such information is given received or acquired in writing, orally or by any other means, and whether or not that information is marked "confidential".

18. Nothing in this Agreement shall exclude or limit any liability for death or personal injury caused by negligence or for fraud or for any other liability that cannot be excluded or limited by law. Neither party shall be liable to the other party for any loss of revenue, profits or business, loss of data, or any indirect, special, incidental or consequential losses, costs, damages, injury and expenses which the other party may incur or sustain as a result of or in connection with this Agreement whether such losses, costs, damages, injury or expenses were foreseeable or whether or not the other party had been advised of the possibility that such losses, costs, damages, injury or expenses may be incurred.
19. Subject to Section 18, the aggregate liability of either party to the other under this Agreement for all losses, damages, costs, claims, demands, liability or expenses suffered by the other party arising out of or in connection with any breach or non-performance by such party shall be limited to the total Sponsorship Fee paid or payable.

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20. Notwithstanding Section 18 and Section 19, in the event of any incident, loss, damage, cost, claim, demand, liability or expense ("Incident") arising from your involvement in the Conference (including as a result of your breach of this Agreement) you agree that you shall be liable for any such Incident and Deloitte will not accept any liability for such Incident, except to the extent attributed to the negligence of Deloitte.
21. Any notice to be given by one party to the other party under or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by registered post to the address set out at the start of the letter and in each case marked for the attention of the representatives identified in Section 13 above. Any notice served by registered post shall be deemed to have been given at 10am on the second business day following the date of posting.
22. Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between us nor shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other. Upon expiry of the Term neither of us shall hold ourselves out as being connected with the other.
23. If the performance by either party of any of its obligations under this Agreement shall be prevented by circumstances beyond its reasonable control (including but not limited to riot, civil unrest, military action, terrorism, earthquake, storm, flood, inability to obtain supplies of power, fuel or transport and exercise of emergency powers by any governmental authority), then such party shall be excused from performance of that obligation for the duration of the relevant event. If a party (the first party) is prevented from performing its obligations under this Agreement by an event of force majeure which continues for more than 30 days then the other party will be entitled to terminate this Agreement without liability to the first party forthwith on giving written notice of termination to the first party.
24. This Agreement (excluding Appendix 1) shall constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any previous arrangement, understanding or Agreement between them relating to the subject matter of this Agreement.
25. We and you hereby agree that this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the Courts of England and Wales.
26. It is not intended that any terms of this Agreement shall be enforceable by any third party by reason of the provision of the Contracts (Rights of Third Parties) Act 1999.
27. Neither party shall assign or transfer or purport to assign or transfer any of its rights and/or obligations under this Agreement, nor grant, declare, create or dispose of any right of interest in it, or subcontract the performance of any of its obligations under this Agreement without the other party's prior written consent, such consent not to be unreasonable withheld or delayed.
28. Each party shall observe and abide by all applicable laws (including but not limited to the Bribery Act 2010 and the Data Protection Act 1998 as amended, extended or re-enacted from time to time) rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority.
29. You acknowledge and agree that we shall use any personal data submitted by you in relation to this Agreement and the Conference. Personal data has the meaning given to it in the Data Protection Act 1998.

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30. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

Please sign and return the enclosed copy of this letter to indicate your acceptance of these terms.

Yours sincerely



Signed by David Anderson for and on behalf of Deloitte MCS Limited

I, Jurgita Riepsiene confirm acceptance of the terms of this letter (of which this is a duplicate) on behalf of the sponsor.

Signed:

Name:

Position:

Date:




Jurgita Riepsiene
Head of Administration and finance division
26-04-2016

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Appendix 1

Conference Sponsorship Vision and Objectives 2016

The Conference has a strong brand based on sharing good practice in Shared Services, GBS and BPO. Our delegate base is highly regarded as a fantastic mix of decision makers from key clients with significant diversity in the industries represented. This includes a minority of vendors of enabling technologies, BPO providers and inward investment agencies as well as the Deloitte presence as trusted advisors.

For the 2016 Conference we will continue to protect and promote this valued delegate mix, ensuring that there is the right balance of buyers, vendors and trusted advisors and that the content is focused on sharing good practice rather than product and service advertorials.

Vendors' attendance at the Conference meets two primary objectives:

1. Providing delegates with the opportunity to progress the development of their vision for their organisation in the environment where they are inspired. Turning the theory into real conversations and solutions;
2. Bringing the valued point of view of vendors to the Conference. We encourage sponsors to actively participate in the conference, asking questions and sharing their experience.

Secondarily we recognise the value that sponsors bring to the Conference in their sponsorship fee. This allows us to deliver a better delegate experience. In consideration of this we also recognise the value of the Conference to our sponsors in providing access to a concentration of buyers that delivers new leads year after year.

Appendix 2

The Sponsorship Benefits

- Participation in the Conference with 3 representatives of the Sponsor giving access to Deloitte practitioners and conference delegates
- Sponsor's logo on the website
- Sponsor's profile and website address on the website
- Opportunity to place a marketing stand in the networking area of the Conference in a location to be agreed
- Sponsor's logo on agreed sponsor banners at the conference
- Membership of our Conference focused LinkedIn group
- Opportunity to invite clients (subject to our normal acceptance procedures)
- Opportunity to propose speakers for the Conference (subject to our normal acceptance procedures)
- Opportunity to propose site visits for the Conference (subject to our normal acceptance procedures)
- List of conference delegates (roles and company only)