



**ALFOL LTD**

**EVENT SPONSORSHIP TERMS AND CONDITIONS**

**1) DEFINITIONS**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Affiliate:** in respect of any person to whom the term Affiliate refers a company, corporation or partnership or other business entity (together referred to in this definition as an 'entity') which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose "control" means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, Agreement or other document regulation such entity) that the affairs of such entity are conducted in accordance with its wishes and "control" and "controlled" shall be construed accordingly.

**Agreement:** these Terms and Conditions and the Order Form

**Business Day:** a day other than a Saturday, Sunday or a public holiday in England and Wales.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together, its "Representatives") to the other party and that party's Representatives after the date of this Agreement in connection with the grant of Sponsorship Rights in this Agreement, concerning:

- (a) the terms of this Agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, affairs, customers, clients, suppliers, plans of the disclosing party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs).
- (c) any information developed by the parties in the course of carrying out this Agreement;
- (d) any information detailed in the Schedule attached.

It does not include information that:

- (a) was known to the receiving party before the information was disclosed to it by the disclosing party;
- (b) the parties agree in writing is not confidential or may be disclosed;
- (c) 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);
- (d) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (e) 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
- (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

**Data Protection Legislation** means (i) the Data Protection Act 2018 and unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Data Controller, Data Processor, Data Subject, Personal Data and Supervisory Authority shall have the respective meanings under the Data Protection Legislation.

Designation: as set out in the Order Form.

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

Force Majeure Event: any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, performer's property rights, rights in computer software, database right, topography rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order Form: the order form completed and signed by the parties or other written confirmation setting out the primary particulars of the arrangements agreed between the parties in respect of this Agreement.

The Organiser: the signatory company specified in the Order Form entering into this Agreement with the Customer.

Organiser's Marks: the trade marks, brands and logos associated with the Publication to be used for all promotion, advertising and marketing of the Event, 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.

Publication: as set out in the Order Form

Sponsor: the entity whose details are set out in the Order Form referred to therein as 'the Customer'.

Sponsor's Marks: the Sponsor's proprietary marks and logos details of which are supplied to the Organiser together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor.

Sponsorship Fee: the sums set out in the Order Form and payable in accordance therewith.

Sponsorship Rights: the bundle of rights associated with the Event granted to the Sponsor as set out in the Order Form.

Start Date: the date specified as such in the Order Form

Term: the period as set out in clause 3.

1.2 The Schedules and Order Form form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

## 2) GRANT OF RIGHTS AND RESERVATIONS

2.1 The Organiser grants and the Sponsor accepts (a) the Sponsorship Rights and (b) a licence to use the Event Marks during the Term, and 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 the Organiser is the owner or controller of the Sponsorship Rights and of all rights in the Event Marks;

2.3 The Sponsor grants and the Organiser accepts a worldwide, non-exclusive, royalty free, sub-licensable licence to use the Sponsor's Marks:

(a) during the Term for the delivery of the Sponsorship Rights;

(b) in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including on a website or mobile-device application) .

### 3) **TERM**

3.1 This Agreement shall take effect on and from the Start Date and shall continue for a period expiring 2 (two) calendar months after the Event.

### 4) **SPONSORSHIP FEE**

4.1 In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay the Organiser (or the Organiser's designated agent, as the case may be) the Sponsorship Fee, payable on the date(s) set out in the Order Form.

4.2 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.

4.3 No deductions may be made from, nor purported right of set-off exercised in relation to the Sponsorship Fee.

### 5) **OBLIGATIONS OF THE SPONSOR**

5.1 The Sponsor undertakes to the Organiser:

(a) to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of any advertising, promotional or other material or press release which associates the Sponsor with the Event, or which incorporates the Event Marks, before their distribution, production or sale;

(b) to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks shall comply in all respects with the samples approved in accordance with clause 5.1(a) and to immediately withdraw them at its sole cost from circulation at the written request of the Organiser if they do not;

(c) to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks shall be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force;

(d) 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;

(e) 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;

(f) 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;

(g) not do or permit anything to be done which might adversely affect, or diminish the value of, any of the Sponsorship Rights;

(h) to use all reasonable endeavours to assist the Organiser in protecting the Event Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Event Marks or the Organiser's title to the Event Marks or to the image of the Event, the Organiser or the Venue;

(i) to notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so

by the Organiser.

(j) To notify the Organiser of the identity of its nominated speaker at the Event and the title of such speaker's presentation not later than 12 (twelve) weeks before the scheduled date of the Event.

5.2 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without the Organiser's prior written consent.

5.3 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 procure the organisation and staging of the Event at its sole cost and expense in accordance with the terms of this Agreement.

6.2 The Organiser shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.

6.3 The Organiser confirms that, whenever possible, it will ensure that the Sponsor's Marks will be present in accordance with this Agreement and that the Sponsor's Marks are incorporated into all promotional, advertising and publicity material.

## **7) REPRESENTATIONS AND WARRANTIES**

7.1 Each party warrants and undertakes to the other that:

(a) 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

(b) 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 Organiser represents to the Sponsor that:

(a) the Organiser owns or controls the Event and the Event Marks and that the Sponsor's use of the Event Marks and its exercise of the Sponsorship Rights in accordance with the provisions of this Agreement shall not infringe the rights of any third party;

(b) no promotions or advertising for the Event will be offensive, obscene or derogatory in nature or defamatory of any third party;

(c) the Organiser will ensure that use of the Event Marks in accordance with the provisions of this Agreement and in the exercise of the Sponsorship Rights will not infringe any sponsorship or advertising rules, statutes and codes in force in relation to the Event.

7.3 The Sponsor represents and warrants that:

(a) it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the Organiser in relation to this Agreement and the Organiser shall be entitled to see evidence to this effect on request;

(b) the Organiser's use of the Sponsor's Marks in accordance with clause 2.3 will not infringe the rights of any third party;

(c) it shall procure the manufacture, packaging, distribution, advertising and sale of all materials incorporating the Event Marks in compliance with all laws, regulations, by-laws, safety standards and ethical norms relating to their manufacture, promotion, distribution and sale, including, without limitation, the highest standards of business ethics prevailing in the industry, in particular those relating to child or prison labour.

## **8) ANTI-BRIBERY**

8.1 Each party agrees that it shall 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;

8.2 Breach of this clause 8 shall be deemed a material breach under clause 12.1(b).

**9) LIMITATION OF LIABILITY**

9.1 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

9.2 Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of this Agreement due to a Force Majeure Event.

9.3 Under no circumstances shall the Organiser be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) any indirect or consequential losses;
- (b) loss of revenue or anticipated revenue;
- (c) loss of savings or anticipated savings;
- (d) loss of business opportunity;
- (e) loss of profits or anticipated profits; or
- (f) loss of wasted expenditure.

9.4 The Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of the Organiser's obligations under this Agreement, in respect of any one or more incidents or occurrences during the Term, shall be limited to a sum equal to the amount of the Sponsorship Fee received by the Organiser as at the date of such act or omissions.

**10) INTELLECTUAL PROPERTY RIGHTS**

10.1 The Organiser and the Sponsor acknowledge as follows:

- (a) all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
- (b) all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them;

10.2 All Intellectual Property Rights in and to any materials produced for the Event, excluding the Sponsor's Marks, shall remain, or be assigned to become, the sole and exclusive property of the Organiser.

**11) IPR INDEMNITIES AND LIMITATION OF LIABILITY**

11.1 The Sponsor shall indemnify and keep indemnified the Organiser from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Organiser's use of the Sponsor's Marks in accordance with this Agreement infringes any Intellectual Property Rights or moral rights of any third party.

11.2 The Organiser shall indemnify and keep indemnified the Sponsor from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Sponsors' use of the Event Marks in accordance with this Agreement infringes any Intellectual Property Rights or moral rights of any third party.

11.3 The party seeking to rely on an indemnity at clause 11.1 and clause 11.2 ("Indemnified Party") shall:

- (a) promptly and fully notify the other party ("Indemnifying Party") of any third-party claim in respect of which it wishes to rely on the indemnity ("IPR Claim");
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld;
- (c) provide the Indemnifying Party with any reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to

the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute.

## **12) TERMINATION**

12.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if:

- (a) 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 10 Business Days after being notified in writing to make payment;
- (b) the other party commits a material breach of any material term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so. However, this 10-Business Day period will be reduced to three Business Days if the Organiser calls upon the Sponsor to remedy the breach during, or within, the 10- Business Day period before the scheduled date of the Event;
- (c) the other party repeatedly breaches any of the terms of this Agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) 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;
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.2 The Sponsor may terminate this Agreement on provision of not less than 14 days' written notice ("Notice") provided that it shall remain liable for accrued obligations to make payment of all or any part of the Sponsorship Fee due as at the date of expiry of the relevant Notice.

## **13) CONSEQUENCES OF TERMINATION**

13.1 Following termination of this Agreement for whatever reason:

- (a) the Sponsorship Rights granted by the Organiser to the Sponsor under this Agreement shall immediately terminate and revert to the Organiser, after which the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event;
- (b) each party shall promptly return to the other any property of the other within its possession or control;
- (c) each party shall pay to the other any sums that are outstanding and to be accounted for under this Agreement;
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including clause 1 (Definitions and interpretation), clause 9 (Limitation of liability and indemnities), clause 13 (Consequences of termination) and clause 16.2 (Governing law and jurisdiction).

13.2 The Sponsor shall not be entitled to receive any refund of any part of the Sponsorship Fee previously paid prior to service of a Notice pursuant to clause 12.2.

## **14) FORCE MAJEURE AND EVENT CANCELLATION**

14.1 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent they are unable to perform due to any Force Majeure Event, provided that:

- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

(c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

14.2 If the circumstance of a Force Majeure Event continues for a period of three months or longer, the party not affected by the Force Majeure Event shall have the right to terminate this Agreement upon written notice to the other. Excuse from performance does not extend the Term of this Agreement. This termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before termination.

14.3 If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) the Organiser shall notify the Sponsor of the cancellation as soon as possible. The parties agree that:

(a) the Organiser shall not be in breach of this Agreement by virtue of that cancellation or abandonment;

(b) (without prejudice to their rights and liabilities arising before this cancellation) the parties shall, in respect of the period following the Organiser's notice, thereafter be relieved of their rights and obligations under this Agreement in respect of the Event, and the provisions of clause 13.2 shall apply.

## **15) CONFIDENTIALITY AND ANNOUNCEMENTS**

15.1 Each party shall keep the other party's Confidential Information confidential and shall not:

(a) use that Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("Permitted Purpose"); or

(b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement.

15.2 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

(a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it is responsible for those Representatives' compliance with the confidentiality obligations set out in this clause.

15.3 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority 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 that disclosure as possible.

15.4 Each party reserves all rights in its Confidential Information.

15.5 On termination of this Agreement, each party shall:

(a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(b) erase all the other party's Confidential Information from its computer systems (to the extent possible); and

(c) 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.

## **16) DATA PROTECTION**

16.1 Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.2 Incisive and the Sponsor acknowledge that for the purposes of the Data Protection Legislation, either party may be the Data Controller depending upon what is specified in the Order Form.

16.3 Without prejudice to the generality of clause 16.1, the Data Controller shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this Agreement.

16.4 Without prejudice to the generality of clause 16.1, the Data Processor shall, in relation to any Personal Data processed in connection with the performance by it of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor to process Personal Data (Applicable Laws). Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, 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);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled: (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

(e) assist the Data Controller 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;

(f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach and, in any event, within 24 hours;

(g) at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16.

16.5 The Data Controller does not consent to the Data Processor appointing any third party processor of Personal Data under this Agreement.

## 17) MISCELLANEOUS

17.1 This Agreement contains the entire Agreement between the parties with respect to the subject matter of this Agreement (“the Subject Matter”). The parties hereby waive any rights in respect of any representations made by each to the other in respect of the Subject Matter prior to the date hereof.

17.2 This Agreement may not be assigned, transferred, sub-licensed, or charged by either party without the prior written consent of the other save in respect of its Affiliates.

17.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, the courts of which shall have exclusive jurisdiction in respect of any disputes arising from its terms and formation (including non-contractual disputes).

17.4 No third party shall have any rights to enforce any term of this Agreement pursuant to the Contracts (Right of Third Parties) Act 1999 or otherwise.