

# DON'T PANIC

## SPONSORSHIP AGREEMENT TERMS & CONDITIONS

Between:

**Don't Panic Projects Limited**

-and-

**The Sponsor**

### TERMS

#### 1. Definitions

1.1 In this agreement

**"Affiliate"** means a company from time to time Controlling, Controlled by or under common Control with the relevant party to this agreement.

**"Control"** means the ultimate power to determine the direction of the management policies of such party, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise.

**"Effective Date"** means the date on which this agreement is executed by the parties.

**"Event"** means the event named in the Sponsorship Agreement.

**"Intellectual Property Rights"** means patents, trade marks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world at the date of this Agreement or in the future.

**"Don't Panic"** refers to Don't Panic Projects Limited

**"Sponsor"** is the company or individual named in the sponsorship agreement.

1.2 In this agreement:

(a) references to clauses and schedules are references to clauses in or schedules to this document unless the context otherwise requires;

(b) headings shall be ignored in construing this agreement

(c) references to the words "includes", or "including" shall be construed without limitation to the generality of the preceding words.

(d) references to 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

(e) use of the singular includes the plural and vice versa; and

(f) use of any gender includes the other genders

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## 2. Appointment of Sponsor

Don't Panic will appoint the named sponsor of the event as agreed in the agreement.

## 3. Provision of Services

Don't Panic will provide sponsor with the services in connection with the report as set out in the agreement.

## 4. Charges

4.1 Sponsor shall pay to Don't Panic the charges set out in the agreement and pay any VAT properly levied on those charges.

4.2 Sponsor will pay all invoices for the charges within thirty days of their receipt.

4.3 Interest will be charged on sums overdue before and after judgement at the rate of 2% over the base rate of Lloyds TSB applicable at the relevant time calculated on a daily basis from the date payment was due until the payment is received and the interest will be compounded monthly.

## 5. Term and Termination

5.1 The agreement will start on signature and will continue until each party has discharged its obligations under the agreement unless terminated by either party in accordance with clause 5.2.

5.2 Either party may terminate the Agreement with immediate effect by giving written notice to the other:

(a) if the other has committed a material breach of the Agreement and has failed to remedy or cure that breach within thirty (30) days of receiving written notice requiring rectification of the breach from the party not in the breach; or

(b) if the other ceases or disposes of its business, or threatens to do so or if, the other being a partnership, an application is made for its dissolution or it is dissolved or if the other, being a company, partnership or individual, begins, is party to, consents to, or is otherwise subject to, proceedings under the law relating to bankruptcy, distress, receivership, insolvency or the relief of creditors or enters into arrangements benefiting its creditors.

5.3 Termination of the Agreement shall not affect the accrued rights or liabilities of the parties arising out of the Agreement as at the date of the termination and all provisions which are expressed to survive this Agreement or by which by implication do so shall remain in force and effect.

## 6. Warranties, disclaimers and limitations of liability

6.1 Each of Don't Panic and the Sponsor warrant that:

(a) it has the right, power and authority to enter into and all rights necessary to perform its obligations under the agreement; and

(b) it will comply with all laws and other governmental, statutory, regulatory and other requirements which may from time to time be applicable, including but not limited to any such laws or requirements relating to the acquisition, storage, use and dissemination of personal subject data

6.2 Except as set out in the Agreement, all representations, warranties, terms and conditions, oral or written, express or implied by (i) statute, (ii) common law or (iii) otherwise, are excluded.

6.3 The liability provisions in the Agreement do not apply to (i) death or personal injury resulting from negligence, (ii) breach of the obligations arising from section 12 of the Sale of Goods Act 1979 or (iii) fraud or deceit in relation to which no restriction or constraint applies to Don't Panic Projects / The Don't Panic or Sponsor.

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6.4 Don't Panic will not be liable in contract or tort or otherwise for (i) loss of profits, business or anticipated savings, or losses from wasted management time, whether such losses are direct or indirect; or (ii) any indirect losses including but not limited to the indirect losses described in 6.4 above, however such direct or indirect losses may arise even if Sponsor has been advised of the possibility of such direct or indirect losses.

6.5 The aggregate amount of Don't Panic liability which may arise out of or in connection with the Agreement, whether in contract or in tort or otherwise, will be in respect of all incidents or series of incidents occurring in any one Contract year, be limited to the charges paid by Sponsor.

## **7. Intellectual property**

7.1 Sponsor Acknowledges that all Intellectual Property Rights in the materials created by Don't Panic and other business participants in the event are the property of Don't Panic.

7.2 Don't Panic and Sponsor agree that either party may make accurate informational references to the other parties' trademarks, service marks, and trade names in connection with the performance of this Agreement, including without limitation, references in promotional materials, notices and advertisements for the event, subject for the following:

7.3 (a) Don't Panic and Sponsor acknowledge that nothing contained herein shall give either party any interest in any trade name, trademark or service mark owned by the other party;

(b) Don't Panic and Sponsor shall promptly cease any use of any trade name, trademark or service mark owned by the other party upon termination of this Agreement for any cause; and

(c) In the event that either party makes references to the other party's trade name, trademark or service mark that are inaccurate or otherwise incorrect, then the owner may notify the other party of the necessary correction(s) and the party receiving such notice shall implement such corrections as soon as reasonably practicable.

## **8. General**

8.1 Sponsor may not assign any of its rights or obligations under the Agreement without the prior written consent of Don't Panic. A merger, consolidation, or sale of all the assets, business or securities, of Sponsor shall be deemed to be an assignment of the agreement by operation of law.

8.2 The Sponsorship Agreement constitutes a non-cancelable, binding contract with Don't Panic. This agreement will be construed in accordance with and governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

## **GENERAL**

Upon signing the Sponsors agreement, Sponsor understands and agrees to the sponsorship proposal that is outlined, and agrees to pay the sum stated on the Sponsorship Agreement to Don't Panic on behalf of Don't Panic in consideration of services rendered. This payment is to be received 30 days after invoicing.