

Terms and Conditions relating to Sponsorship of BioSeed 2019

DATA PROTECTION NOTICE

By providing the Personal Information required to register for BioSeed, you agree that OBN may contact you by post, telephone, email or fax to keep you updated on arrangements being made for the Event (defined below). If you do not wish your Personal Information to be used in this way please write to OBN, 5F Park Square, Milton Park, Abingdon, OX14 4RR, UK or send an email to events@obn.org.uk. OBN will use Personal Information in a manner reasonably required to run the Event. OBN does not sell, share, or rent Personal Information to third parties. By providing the Personal Information requested by OBN in connection with the Event, including in any registration forms you are asked to complete, you agree that OBN may use the information for marketing, analysis and in order to audit the administration of grants.

Introduction

For the purposes of these terms and conditions, “**OBN**” shall mean OBN (UK) Ltd, the “**Event**” shall mean the BioSeed event to be held on 16th January 2019, “**Sponsor**” shall mean, as relevant, the person who has completed the delegate registration application form and/or the entity which s/he is representing, or a person or entity who has received a letter confirming sponsorship status with respect to the Event, and “**Premises**” shall mean the Event venue.

The Sponsor will have received a confirmation letter confirming the basis of Sponsor’s participation in the Event and incorporating these Terms and Conditions. That letter will set out the Sponsor’s benefits in relation to the Event (“**Sponsorship Rights**”) and the fees due to OBN (“**Sponsorship Fee**”) in consideration of the Sponsorship Rights.

By signing the confirmation letter, Sponsor confirms that it fully understands and accepts the contents of the confirmation letter and of the Terms and Conditions. In the event that Sponsor does not return the signed confirmation letter to OBN, payment of any part of the Sponsorship Fees or any instructions to OBN with respect to OBN’s administration of the Sponsorship Rights will constitute acceptance of the contents and terms of the confirmation letter and the Terms and Conditions (collectively, the “**Sponsorship Agreement**”).

In the case of and to the extent of any conflict or inconsistency between the confirmation letter and these Terms and Conditions, these Terms and Conditions shall prevail, unless the parties have expressly agreed otherwise in the confirmation letter with respect to any provision.

1. SPONSORSHIP FEE

- 1.1. The Sponsor shall pay 100% of the Sponsorship Fee within 30 days of invoice from OBN.
- 1.2. All amounts payable to OBN under this Sponsorship 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.
- 1.3. Without prejudice to any other remedies, failure to pay any portion of the Sponsorship Fee in accordance with this clause 1 will entitle OBN to refuse entry to or use of any space at the Event to the Sponsor and/or its representative(s) and will entitle OBN to cease providing any and all Sponsorship Rights to the Sponsor with immediate effect. For clarity, OBN shall have no further liability or obligation to the Sponsor in such circumstances.

2. OBLIGATIONS OF THE SPONSOR

2.1. The Sponsor undertakes to OBN:

- 2.1.1. to exercise all Sponsorship Rights in accordance with all relevant rules and regulations, domestic laws including all applicable safety legislation, and OBN’s reasonable instructions;

- 2.1.2. to obey the instructions and/or directions of any responsible member of OBN's staff and/or any responsible member of staff associated with the Premises and to comply with any rules and regulations associated with the Premises, and to ensure that any of its representatives attending the Event do the same;
 - 2.1.3. to use all trade marks, logos, and other branding materials provided by OBN in association with the Event ("**Event Marks**") in accordance with OBN's instructions (including as communicated on the Event website, <https://bioseed.eu> and in the format provided, specified or pre-approved in writing by OBN;
 - 2.1.4. 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;
 - 2.1.5. 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.
- 2.2. The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights without OBN's prior written consent (including subletting any exhibition space that it has booked at the Event).
 - 2.3. The Sponsor shall not apply any substance or coating, including without limitation any paint, lacquer or adhesive, to the Premises or to any property at the Premises.
 - 2.4. The Sponsor shall ensure timely set up of any display or part thereof of the Sponsor as directed by OBN and not remove or dismantle any display or part thereof of the Sponsor until 16:30 hours on the day of the Event unless advised to do so by OBN, but shall ensure removal of any such display by 17:30 hours on the day of the Event.
 - 2.5. Should the Sponsor fail to remove any display as indicated in clause 2.4, OBN may remove the said display and dispose of as it sees fit. The Sponsor shall reimburse OBN for any expenses OBN may incur in so doing.
3. DELEGATES
 - 3.1. The Sponsor may substitute a delegate up to one week prior to the first day of the Event provided that this is conveyed via email to OBN and also by completing a new on-line application form and stating in the relevant box on the form the name of the person s/he is replacing. The replacement delegate will take over the partnering meetings agreed by the original delegate, although these can be cancelled if the meetings are no longer relevant.
 - 3.2. OBN reserves the right to refuse entry to the Event to the Sponsor (and/or any person attending the Event in association with the Sponsor) if OBN believes that it would be detrimental to OBN's business or property or the business or property of the venue provider to permit entry.
4. LIMITATION OF LIABILITY AND INDEMNITIES
 - 4.1. OBN offers no warranties in respect of any services provided or rights conferred under this Sponsorship Agreement.
 - 4.2. Should the Sponsor provide any information, materials or data to any third party in association with the Event, including any information, materials or data received from OBN, OBN shall bear no responsibility nor incur any liability with respect to such information, materials or data or any use thereof.
 - 4.3. OBN shall not be liable for any loss or damage to the Sponsor's property, nor shall the Sponsor hold the venue provider liable for any such loss or damage.
 - 4.4. OBN shall incur no liability to the Sponsor if OBN is prevented or hindered by any cause whatsoever beyond its control from holding the Event and/or from making any provision at the Event and in particular but without

prejudice to the generality of the foregoing by act of God, war, riot, civil commotion, government controls, restrictions or prohibitions or any other government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock out and shall not be liable for any loss or damage resulting therefrom suffered by OBN.

- 4.5. Without limitation to clause 4.4, OBN shall incur no liability to the Sponsor if OBN is prevented or hindered by any cause whatsoever beyond OBN's control from providing any of the Sponsorship Rights, making any provision at the Event, and/or providing any promotional services or benefits ahead of the Event. For clarity, causes beyond OBN's control shall include acts or omissions of third parties such as third parties which OBN engaged or contracted for the provision of any of the Sponsorship Rights. OBN shall use reasonable endeavours to mitigate or limit the effects on the Sponsor of any of the foregoing circumstances, and shall where possible attempt to provide similar or equivalent benefits to those which it is prevented or hindered from providing.
- 4.6. Save where such claim or expense arises as a result of OBN's negligence or misconduct, the Sponsor shall indemnify OBN and all officers, employees and representatives of OBN against all losses, liabilities and expenses (including reasonable legal fees and costs) suffered or incurred in connection with any claims, demands, or actions made or brought against them by any third party as a result of or in connection with: (a) any personal injury; (b) any damage to property; (c) Sponsor's provision of information, data, or materials to any third party; (d) any negligence, misconduct, or breach of this Sponsorship Agreement by the Sponsor or any officer, employee, or representative of the Sponsor; (e) Sponsor's attendance or proposed attendance at the Event, including where OBN has become liable due to the venue provider not being able to honour any commitment to a third party.
- 4.7. At all times during the term of this Sponsorship Agreement and for a period of 12 months after its expiry or termination, the Sponsor shall carry and keep in force a comprehensive public liability insurance policy as appropriate to its activities at the Event. Upon request, the Sponsor shall provide OBN with a certificate of insurance evidencing such coverage together with any document confirming payment of the current insurance premiums.
- 4.8. Nothing in this Sponsorship Agreement shall exclude or restrict either party's liability for death or personal injury, any fraud or wrongdoing by that party or its personnel, or any sort of liability that by law cannot be limited or excluded.
- 4.9. Subject to clause 4.8, under no circumstances shall OBN 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.
- 4.10. Subject to clause 4.8, OBN's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of OBN's obligations under this Sponsorship Agreement shall be limited to a sum equal to the amount of the Sponsorship Fee received by OBN prior to any claim arising.

5. TERMINATION

5.1. OBN:

5.1.1. reserves the right to cancel the Event at any time; and

5.1.2. may terminate this Sponsorship Agreement at any time without cause upon written notice to the Sponsor.

5.2. OBN may terminate this Sponsorship Agreement with immediate effect at any time by giving written notice to the Sponsor if:

- 5.2.1. the Sponsor fails to pay any amount due under this Sponsorship Agreement on the due date for payment and remains in default not less than 5 Business Days after being notified in writing to make payment
- 5.2.2. OBN, acting reasonably, is concerned that any actions of the Sponsor or circumstances relating to the Sponsor's business would be detrimental to OBN's reputation or to the Event.
- 5.3. Subject to clauses 6.3, 6.4 and 6.5, the Sponsor may terminate this Sponsorship Agreement upon written notice to OBN at any time.
- 5.4. Without prejudice to any rights that have accrued under this Sponsorship Agreement or any of its rights or remedies, either party may terminate this Sponsorship Agreement with immediate effect at any time by giving written notice to the other party if:
 - 5.4.1. the other is in material breach of any provision of this Sponsorship Agreement and, if it is capable of remedy, the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy. However, this 30-day period will be reduced to 3 (three) Business Days if OBN calls upon the Sponsor to remedy the breach during, or within, the 21 Business Day period before the Event;
 - 5.4.2. the other party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors or ceases to carry on business or does or suffers any similar or analogous act existing under the laws of any country.
- 6. CONSEQUENCES OF TERMINATION
 - 6.1. Upon termination, pursuant to clause 5.1 or clause 5.2.2, OBN shall refund any monies paid as at clause 1 above and shall have no further liability to the Sponsor. OBN shall not be in breach of this Sponsorship Agreement by virtue of that cancellation or abandonment. Without prejudice to their rights and liabilities arising before this cancellation, the parties shall thereafter be relieved of their rights and obligations under this Sponsorship Agreement in respect of the Event.
 - 6.2. In the event of OBN entering administration, registration fees shall not be refunded.
 - 6.3. Upon termination of this Sponsorship Agreement by the Sponsor pursuant to clause 5.3 or by OBN pursuant to clause 5.2.1:
 - 6.3.1. if such termination is effective more than 4 months before the first day of the Event, then OBN shall refund 25% of the Sponsorship Fee it has received;
 - 6.3.2. if such termination is effective 4 months or less before the first day of the Event, then the Sponsor shall not be entitled to any refund of the Sponsorship Fee.
 - 6.4. Upon termination of this Sponsorship Agreement other than by OBN pursuant to clause 5.1 or by Sponsor pursuant to clause 5.4.1:
 - 6.4.1. all reasonably incurred non-cancellable expenses duly incurred by OBN to effect proper administration and/or provision of the Sponsorship Rights prior to the date on which OBN has given or received notice of termination shall become due. Such sums payable will not exceed the Sponsorship Fees and/or any other sums which Sponsor agreed to pay with respect to any goods or services. This clause 6.4.1 is without prejudice to any right to all other rights and remedies of OBN and Sponsor on such termination; and
 - 6.4.2. without prejudice to the rest of clause 6.4 or to clause 6.5, OBN may seek alternative sponsorship from third parties to cover any of Sponsor's obligations in or to avail of any of Sponsor's benefits, in

each case in part or in whole, under the terminated Sponsorship Agreement, but in any event OBN will continue to be able to use the Sponsor's name, logos or other marks (including in association with other sponsors' names, logos, and/or other marks) with respect to any merchandising or promotional materials or events associated with the Event to the extent agreed or consented to as part of the Sponsorship Agreement if OBN would need to incur any cost to cancel or make the relevant changes to such merchandising or promotional materials to reflect the termination of this Sponsorship Agreement.

6.5. Upon termination of this Sponsorship Agreement by either party for whatever reason and at any time:

6.5.1. the Sponsorship Rights granted by OBN to the Sponsor under this Sponsorship Agreement shall immediately terminate, after which the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with OBN or the Event; and

6.5.2. each party shall pay to the other any sums that are outstanding and to be accounted for under this Sponsorship Agreement.

7. GENERAL

7.1. Value Added Tax: All sums payable under this Sponsorship Agreement are exclusive of any VAT that may be payable by either party.

7.2. No Partnership or Agency: Nothing in this Sponsorship Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

7.3. Third Parties: No one except a party to this Sponsorship Agreement has any right to prevent the amendment of this Sponsorship Agreement or its termination, and no one except a party to this Sponsorship Agreement may enforce any benefit conferred by this Sponsorship Agreement, unless this Sponsorship Agreement expressly provides otherwise. The indemnified parties may directly enforce the indemnities in clause 4.6.

7.4. Waiver: No failure or delay by a party to exercise any right or remedy provided under this Sponsorship Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7.5. Severance: If a competent court declares any of these terms and conditions unenforceable, all other terms and conditions shall remain in full force and effect, and the unenforceable term and/or condition shall endure to the extent permissible.

7.6. Entire Agreement: This Sponsorship Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Sponsorship Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Sponsorship Agreement. Each party waives any claim for breach of this Sponsorship Agreement, or any right to rescind this Sponsorship Agreement in respect of, any representation which is not an express provision of this Sponsorship Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Sponsorship Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior entering into this Sponsorship Agreement.

7.7. Governing Law and Jurisdiction: This Sponsorship Agreement is governed by, and is to be construed in accordance with, English law. The English courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Sponsorship Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.