



Sponsorship: - Rosslyn Park Sponsorship 2019 / 2020 Season

Heads of Terms

Between

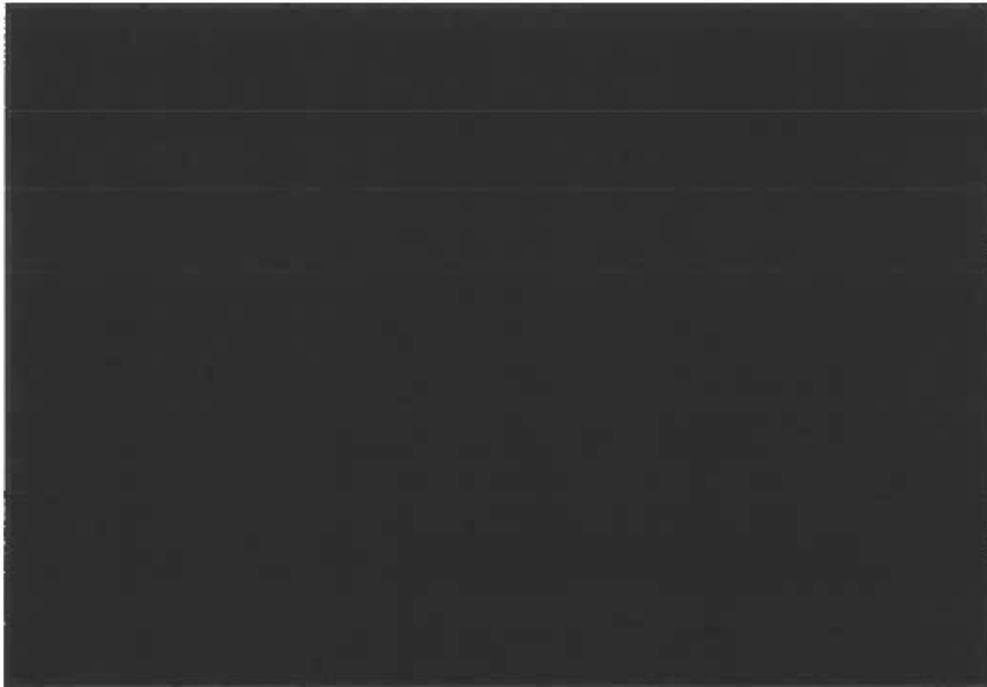
Rosslyn Park FC - "The rights holder"

And

CIDOT - "Club Sponsor"

Contract Commences	1 December 2019
Contract Duration	24 Months
Contract Terminates	2 December 2022

Floodlit 7's Sponsorship



Rosslyn Park FC Ltd, Priory Lane, Roehampton, SW15 5JH



Package:

Sponsor shall pay the rights holder a fee of £23,000+VAT per annum

Payment schedule will be as follows:

£15,000+VAT by the 31st of December 2019
(Tournament Engagement & Hospitality)

£8,000+ VAT by the 31st of December 2019
(Exclusive Lounge & Commercial)

I understand and agree to this Heads of Terms and wish to be bound by those terms.

Signature (below) on behalf of Rosslyn Park FC Signature (below) on behalf of sponsor



Rosslyn Park FC Ltd, Priory Lane, Roehampton, SW15 5JH

26/11/19



LONDON IRISH

SPONSORSHIP AGREEMENT

THIS AGREEMENT is dated 10th February 2021

BETWEEN

(1) LONDON IRISH SCOTTISH RICHMOND LIMITED, company number 03780648, whose registered office is at Hazelwood, Hazelwood Drive, Sunbury on Thames, Middlesex TW16 6QU (“**London Irish**”); and

(2) CAYMAN ISLANDS, Cayman Islands Department of Tourism, Dover House, 34 Dover Street, London, W1S 4NG, UNITED KINGDOM

IT IS HEREBY AGREED as follows:

1. APPOINTMENT AS SPONSOR

Subject to the terms and conditions of this Agreement and subject to the Sponsor paying the Sponsorship Fee set out in Clause 4, London Irish grants the following rights to the Sponsor during the Term:

- 1.1. the right to be an Official Sponsor to the Team; and
- 1.2. the commercial rights and licenses set out in Schedule 2 (the “Sponsorship Rights”) in connection with the promotion of the Sponsor’s name and services within the Brand Sector throughout the World subject to the terms and conditions of this Agreement.

2. RESERVATION OF RIGHTS

London Irish reserves to itself all rights in and to the Team, the Club and the Stadium other than those rights granted to the Sponsor under the terms of this Agreement, including but not limited to, contracting other sponsors to advertise or promote their products or services in relation to the Team provided that for the purposes of this Agreement it is agreed and acknowledged that a Competitor shall not be invited to become a partner of the Team without prior consent.

3. TERM

- 3.1. The term of your sponsorship shall commence on 1st July 2021 and, unless terminated earlier in accordance with Clause 9, or extended in accordance with Clause 3.2, it shall expire on 30th June 2022 (the "Term").
- 3.2. The Sponsor to give a written indication as to their intentions to extend or renew the Partnership by the 28th February 2022. With a lifting of sector exclusivity after this date if such an indication to extend or renew is not given.

4. CONSIDERATION

- 4.1. The Partner shall pay to London Irish as full consideration for the grant of the Sponsorship Rights the sum of £50,000 (Fifty thousand British Pounds Sterling) (the "Sponsorship Fee"). £15,000 plus vat shall be paid on first day of the new season (July 1st 2021). £35,000 plus vat January 1, 2022.
- 4.2. In recognition to the additional media coverage, the Sponsor agrees to pay the following win bonus to London Irish for qualification to any Quarter, Semi or Final in European, Premiership or Premiership Cup. The bonuses will be accumulative, however are capped at a maximum of £5,000 + vat.

Prem Cup Competition

Semi Final pays £1,000 + vat

Final pays £2,000 + vat

European Cup Competition

Quarter Final pays £2,000 + vat

Semi Final pays £3,000 + vat

Final pays £4,000 + vat

Premiership Competition

Semi Final pays £3,000 + vat

Final pays £4,000 + vat



Value Added Tax has not been included in the Sponsorship Fee and where payable it shall be paid by the Sponsor immediately upon the production of an appropriate VAT invoice by London Irish.

4.3. If any sums due under this Agreement remain unpaid after becoming due and payable, then from the date on which such sums first becomes due and payable until such time as such sums are paid in full, then the party due to be paid such sums shall have the right to charge interest on such sums (after as well as before any judgment) at the rate of 2% per year above the base rate of the Bank of England, such interest to be calculated on a day to day basis and be compounded monthly.

4.4. The Sponsor agrees to cover all branding and activation costs during the term.

5. OBLIGATIONS OF LONDON IRISH

London Irish shall:

5.3. deliver the Sponsorship Rights to the Sponsorship subject to and in accordance with the terms of this Agreement; and

5.4. notify the Sponsorship Rights to the Sponsorship subject to and in accordance with the terms of this Agreement; and

5.5. provide reasonable support to the Sponsor in seeking to exercise the Sponsorship Rights; and

5.6. not do or omit to do or say anything, and will use all reasonable endeavours to procure that its employees, the Players, its agents and sub-contractors do not do or omit to do or say anything, which is defamatory or prejudicial to the image of the Sponsor; and

5.7. carry out all of its obligations under this Agreement in accordance with all Applicable Laws.

6. OBLIGATIONS OF PARTNER

The Sponsor shall:

6.3. in order to assist London Irish in activating the Sponsorship Rights set out in the relevant paragraphs of Schedule 2, at its own expense supply to London Irish finished artwork relating to the Sponsor's Mark in a suitable form for reproduction and any use in all media, promotional material and advertising as required by London Irish and the artwork for any advertisement to be included in the Team's official programmes for each of the Matches, for prior approval by London Irish and within print deadlines set by London Irish;



- 6.4. in order to assist London Irish in activating the advertising and signage rights set out in Schedule 2, be responsible for, at its own cost, the production of the Sponsor's advertising and signage boards at the Stadium;
- 6.5. not share any of the rights and licenses granted under this Agreement or engage in joint promotions with any third party in relation to any of the Teams except in each case with the prior written consent of London Irish;
- 6.6. not purport to create or imply any association between itself and the Stadium;
- 6.7. not do or omit to do or say anything and will use all reasonable endeavours to procure that its employees, agents and sub-contractors do not say, do or omit to do or say anything or use any of the rights and licences granted to it in this Agreement in a manner which in the opinion of London Irish, based on reasonable grounds, is or might be prejudicial or defamatory to the image of London Irish, the Club, the Teams, the Players, the Stadium, the Rugby Union Authorities or the game of Rugby Football Union; and
- 6.8. exercise all rights and licences granted under this Agreement and carry out all of its obligations under this Agreement in accordance with all Applicable Laws.

7. REGULATIONS AND FORCE MAJEURE

If as a consequence of any Regulations or any change in Regulations or the happening of a Force Majeure Event London Irish is unable to deliver particular Sponsorship Rights, the parties shall discuss in good faith as to the provision of substitute alternative rights by London Irish. London Irish shall be entitled to substitute alternative rights with equivalent value without being in breach of this Agreement and without incurring any liability to the Sponsor provided that London Irish has complied with the provisions of this Clause 7.

8. INTELLECTUAL PROPERTY

- 8.3. London Irish warrants, represents and undertakes to the Sponsor that, to the best of its knowledge, it owns and/or is solely entitled to use the London Irish Mark and has the right to license the London Irish Mark to the Sponsor for the express purposes set out in this Agreement.
- 8.4. London Irish shall have the sole right to determine the manner in which the London Irish Mark and the Composite Logo, shall be used by the Sponsor in activating the relevant Sponsorship Rights set out in Schedule 2. The Sponsor shall not, and shall procure that no other persons or entities associated with it, create or distribute any materials including promotional material which contain or embody the London Irish Mark or the Composite Logo other than as may be provided in this Agreement without the prior written approval of London Irish nor enter into any commitment regarding any promotional activity involving

the London Irish Mark or the Composite Logo without the prior written approval of London Irish.

- 8.5. The Sponsor acknowledges that all rights in the London Irish Mark together with any associated goodwill shall belong to and remain the sole property of London Irish and that it shall not acquire any rights or interest in the London Irish Mark or any developments or variations to it save as expressly stated in this Agreement. All goodwill in the London Irish Mark accruing as a result of the operation of this Agreement shall vest in London Irish absolutely.
- 8.6. If the Sponsor or any other person or entity associated with it becomes aware during the Term of any actual, threatened or suspected infringement of the London Irish Mark by any third party, then the Sponsor or such other relevant person shall promptly and fully notify London Irish of that fact in writing. The Sponsor shall and shall procure that the other persons or entities associated with it shall, at the request and expense of London Irish, do all such things as may be reasonably required to assist in any proceedings in relation to any such infringement.
- 8.7. The Sponsor warrants, represents and undertakes to London Irish that it owns and/or is solely entitled to use the Sponsor's Mark and other materials supplied to London Irish in relation to this Agreement, and it undertakes to indemnify London Irish in respect of any action that may be brought against London Irish arising out of the use by London Irish of the Sponsor's Mark in connection with the activation of the Sponsorship Rights under this Agreement.
- 8.8. All rights in the Sponsor's Mark together with any associated goodwill shall belong to and remain the sole property of the Sponsor and London Irish shall not acquire any rights or interests in the Sponsor's Mark as the result of the exercise of the rights and licences granted to London Irish pursuant to this Agreement.
- 8.9. All rights in that element of the Composite Logo which is comprised of the Sponsor's Mark together with any associated goodwill shall belong to and remain the sole property of the Sponsor. Subject to the foregoing, all rights in the other elements of the Composite Logo (including that element which is comprised of the London Irish Mark) together with any associated goodwill in such elements shall belong to and remain the sole property of London Irish and the Sponsor shall not acquire any rights or interests in such elements of the Composite Logo.



9. TERMINATION

- 9.3. Either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if the other party:
- 9.3.1. is in breach of a material obligation under this Agreement, which breach, if capable of remedy, has not been remedied within thirty (30) days after such party has served written notice on the other party specifying the breach and the steps required to remedy it; or
 - 9.3.2. has a receiver, administrator or an administrative receiver appointed, or an encumbrancer takes possession, over all or any part of its undertaking or assets; or
 - 9.3.3. passes a special resolution for winding up (other than for the purposes of a bona fide scheme of solvent reorganisation) or a court order is made for its winding up; or
 - 9.3.4. makes any voluntary arrangement or composition with its creditors or applies to court for protection from its creditors; or
 - 9.3.5. has an administration order made in relation to it; or
 - 9.3.6. ceases or threatens to cease, to carry on business.

10. CONSEQUENCES OF TERMINATION

- 10.3. Upon the expiry or termination of this Agreement howsoever arising:
- 10.3.1. the rights and obligations of the parties under this Agreement shall terminate and be of no future effect except that Clauses 10.1.1 and Clauses 2, 6.4, 6.5, 8.3, 8.5, 8.6, 8.7, 10.1.2, 11, 12, 13 and 14 and the provisions of Schedule 1 (to the extent necessary to give meaning to the Clauses of this Agreement) that are stated to survive the expiry or termination of this Agreement shall remain in full force and effect; and
 - 10.3.2. each party shall cease forthwith to use the other party's mark and intellectual property rights and any other print and promotional material prepared under this Agreement and each party's property shall be returned to it. Notwithstanding the foregoing, the Sponsor acknowledges that London Irish and its official kit supplier shall be entitled to continue to advertise and sell any remaining stock of London Irish Merchandise which features the Sponsor's Mark which stock has already been manufactured at the date of the termination or expiry of this Agreement.

11. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for or in respect of any consequential loss or damage whatsoever sustained by that party whether arising out of or in connection with this Agreement

and any matter collateral thereto or error (whether negligent or not) in information supplied to the other party either before or after the date of this Agreement as to its subject matter. "Consequential loss or damage" shall include loss of profit use or goodwill (or similar financial loss) any payment made or due to a third party. Save in respect of death or personal injury, the aggregate liability of London Irish to the Sponsor arising under or in connection with this Agreement shall not exceed in total an amount equal to the amount paid by the Partner to London Irish under this Agreement as at the date of such liability arising.

12. CONFIDENTIALITY

Except as may be required by law or with the prior written consent of the other, neither party shall disclose to any third party any confidential or secret current or future business, plans or other information of the other party at any time acquired during the existence of this Agreement and not already in the public domain (except through breach of this Clause 12), and notwithstanding the wish of the parties to publicise the Sponsor's sponsorship of the Team, no reference is to be made to the specific terms of this Agreement by either party in any advertising, publicity or promotional material without the prior written consent of the other party.

13. NOTICES

Any notice given under this Agreement shall be in writing and shall be delivered personally or sent by first class post (or airmail if overseas) or by facsimile, to the party due to receive the notice, at its address set out at the beginning of this Agreement (or another address notified to the other party in writing). A notice shall be deemed given, if delivered personally, upon delivery at the address set out at the beginning of this Agreement, if sent by first class post (other than airmail) two (2) days after the date of posting (if sent by airmail five days after the date of posting) and if sent by facsimile, on receipt by the sender of evidence that the facsimile has been transmitted in full to the address. In proving the giving of notice, it shall be sufficient to prove that the envelope containing the notice was properly addressed to the other party and delivered either to that address or posted as first-class post (or airmail if overseas) or faxed to the correct number of the other party.


14. GENERAL PROVISIONS


- 14.3. This Agreement constitutes the entire agreement, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter.
- 14.4. A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.
- 14.5. A failure to exercise or delay in exercising any rights, remedy or power provided under this Agreement or by law does not constitute a waiver of the right, remedy or power or a waiver

of any other right, remedy or power. No single or partial exercise of any right, remedy or power prevents any further exercise of it or the exercise of any other right, remedy or power.

- 14.6. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then: (a) the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected; and (b) the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.
- 14.7. Nothing in this Agreement, and no action taken by the parties pursuant to it, shall constitute, or be deemed to constitute, a partnership or joint venture between them. No party has any authority or power to bind, contract in the name of, or to create a liability against, the other party in any way or for any purpose, except as may be expressly authorised in writing by such other party from time to time.
- 14.8. Subject to Clause 14.7 below, neither party shall assign, or purport to assign, or declare himself a trustee of, or purport to declare himself a trustee of, the whole or any part of the benefit of, or any of its rights, under this Agreement, nor sub-contract the performance of any or all of its obligations under this Agreement, in each case without the prior written consent of the other party.
- 14.9. London Irish may assign the benefit of any or all of its rights under this Agreement to any group company of London Irish.
- 14.10. The parties agree that the provisions of this Agreement are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.
- 14.11. This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of or in connection with this Agreement (whether contractual or non-contractual).
- 14.12. Defined terms used in this Agreement shall have the meanings set out in Part 1 of Schedule 1 and this Agreement shall be interpreted in accordance with the provisions of Part 2 of Schedule 1.

THIS AGREEMENT has been executed by or on behalf of the Parties on the date at the top of page 1.

SIGNED by 
a duly authorised signatory of)
LONDON IRISH SCOTTISH RICHMOND LIMITED)

SIGNED by) 
a duly authorised signatory of)
CAYMAN ISLANDS)
CISOT.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Part 1 – Definitions

In this Agreement, the following terms shall (unless the context requires otherwise) have the following respective meanings:

"Applicable Laws"	means in relation to any undertaking and any circumstance, all laws, statutes and legislation, and legally binding codes of practice, determined by any governmental or regulatory authority whether the same are regional, national or international which apply to such undertaking or to such circumstance and all Regulations
"Brand Sector"	Tourism and Destination
"Business Day"	means any day other than Saturday or Sunday or public holidays in England on which banks are open for business
"Competitor"	means any third party whose primary business is the sale of products or the supply of services within the Brand Sector
"Composite Logo"	means the logo to be created by the Sponsor and approved by London Irish in writing which juxtaposes the Partner's Mark and the London Irish Mark
"First Team"	means the men's senior 1 st XV team of London Irish
"Force Majeure Event"	means, in relation to any party, a circumstance beyond the reasonable control of that party, including, without limitation, an act of God, compliance with any law or governmental order rule regulation or direction, war, riot, civil commotion or insurrection, malicious damage, fire, flood, accident, storm, breakdown of plant or machinery, embargo, or strikes lock-outs or other industrial disputes (whether or not relating to that party's workforce) but for the avoidance of doubt shall not include any failure of the Sponsor to pay any instalment of the Sponsorship Fee
"Hospitality Suite"	means the Director's Lounge at the Stadium
"Home Matches"	Means any Match in which any Team participates in at the Stadium which is designated as a home match by the relevant rugby union authority
"London Double Header"	Means the two games of the Premiership season staged at Twickenham Stadium and arranged and branded by Premiership Rugby as the London Double Header. The event is staged by Premiership Rugby and is not a Home Match
"London Irish Mark"	means the mark set out in Schedule 4
"London Irish Merchandise"	means any replica Team Shirts, replica Official Kit and any other form of merchandise which is manufactured, advertised, marketed, distributed and sold by or on behalf of London Irish or London Irish's official kit supplier to the public

"Matches"	means all of the competitive matches played by the relevant Teams in the following tournaments: (i) in respect of the First Team, the matches in the tournaments currently known as the Greene King IPA Championship, Gallagher Premiership and the Cup, and, where the First Team qualifies for them, the matches in the tournaments currently known as the European Champions Cup and the European Challenge Cup (as applicable); (ii) in respect of the Academy Team, the matches in the tournaments known as the A-League; and (iii) in respect of the 7s team, all competitive matches played by the 7s team
"Official Kit"	means the official kit, kit bags, track kits, training kits, warm-up kits worn by the Teams in training and/or during Matches
"Player"	means any player who from time to time is contracted by London Irish to play for one of the Teams;
"Regulations"	means all applicable requirements, rules and regulations, safety standards, ethical norms or industry practices of any Rugby Union Authority and the Office of Communications ("OFCOM"), and any other rules or regulations governing or affecting any Match in which London Irish participates that may from time to time be in force and relevant to the rights and obligations hereunder
"Replica Team Shirts"	means any replica Team Shirt which is manufactured, advertised, marketed, distributed and sold by or on behalf of London Irish or London Irish's official kit supplier to the public
"Rugby Union Authorities"	means (as appropriate) the International Rugby Football Board, the Rugby Football Union, Premier Rugby Limited, European Professional Cup Rugby Cup Limited or any successor body or assignee thereof and/or any other sporting governing body to whose rules London Irish, the Club and/or the Teams are subject
"Season"	means an official Rugby Union season as designated by the Rugby Football Union
"Partner's Mark"	means the mark set out in Schedule 5
"Stadium"	means the stadium at which the Teams play their Home Matches, which, at the date of this Agreement is the Brentford Community Stadium, Brentford.
"Team"	means the following representative teams of the Club: The First Team, the Academy team and the 7s team
"Team Shirt"	Means the shirt worn by each of the Teams in the Matches

Part 2 – Interpretation

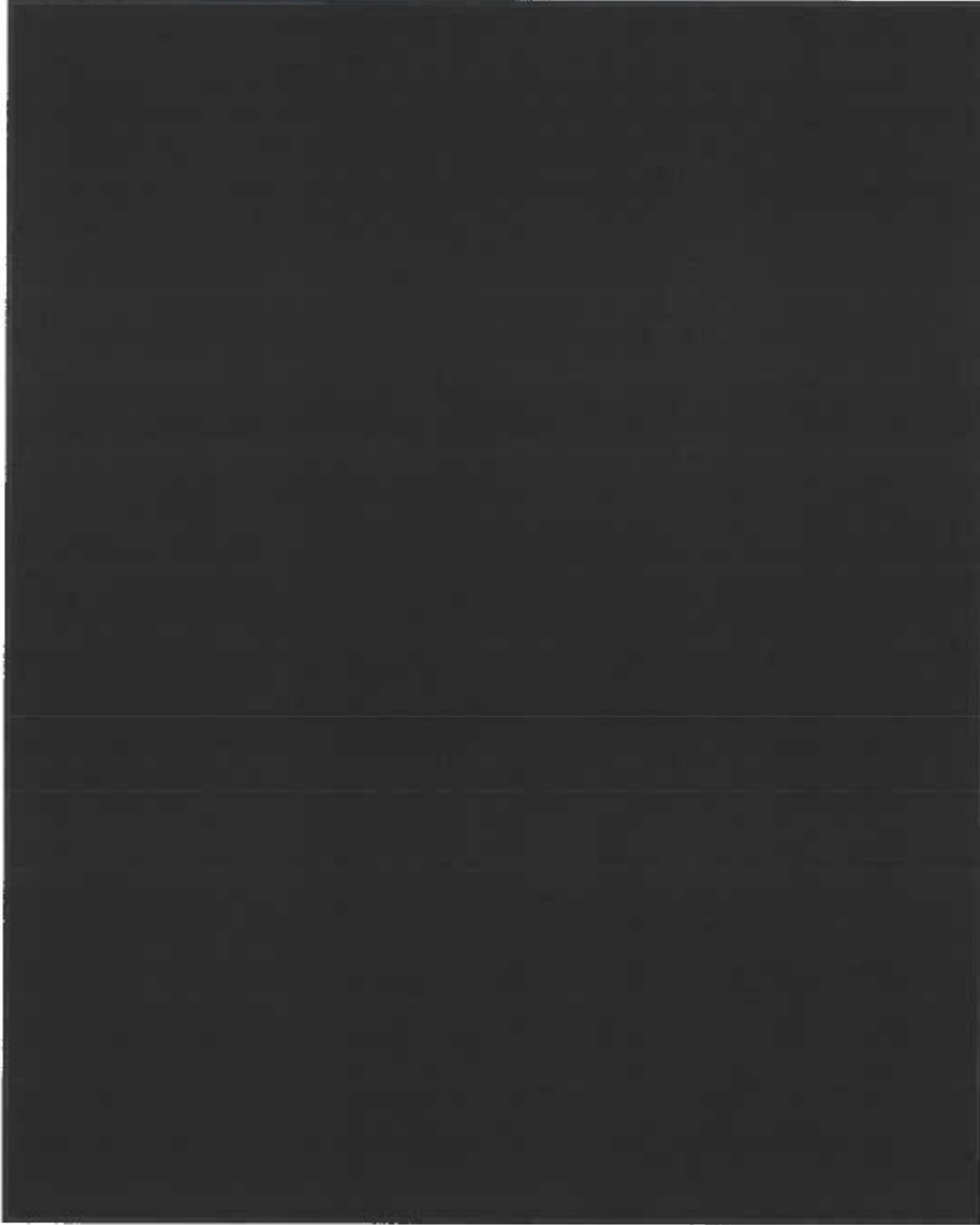
In this Agreement (unless otherwise stated) references to:

- (a) a “party” means a party to this Agreement and shall include its personal representatives, assignees and successors in title if and as permitted in accordance with this Agreement (and a reference to “parties” shall be construed accordingly);
- (b) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) the headings in this Agreement are for guidance only and shall not affect its interpretation;
- (d) any phrase in this Agreement introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) the Schedules 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; and
- (f) references to Clauses and Schedules are references to the clauses of and schedules to this Agreement and references to paragraphs are to the paragraphs of the Schedules.

SCHEDULE 2

Sponsorship Rights

The Sponsor's exercise of the Sponsorship Rights is subject to all Applicable Laws.







SCHEDULE 3
Kit Sponsorship Rights

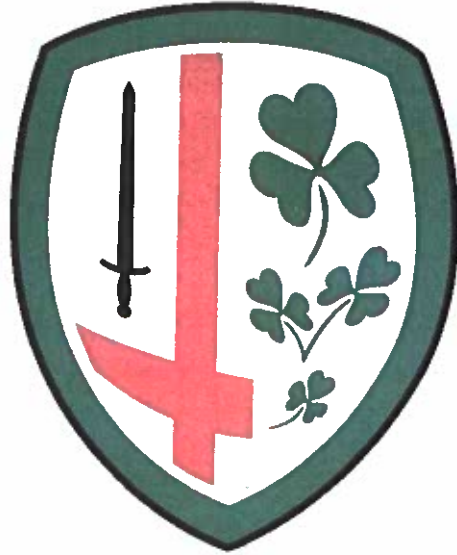
Home & Away Team Jersey

- 1. Position: Right Upper Chest
- 2. Size: up to 80 x 80 mm in length



SCHEDULE 4

London Irish Mark



LONDON IRISH

SCHEDULE 5

Partner's Mark

INSERT HERE

**Gloucestershire County Cricket Club
Sponsorship Agreement**

**Official Front of County Championship Shirt Sponsor &
Headline Sponsor of the Cheltenham Cricket Festival**

1. Agreement Between

- 1.1. **The Club: Gloucestershire County Cricket Club Ltd (GCCC)** of The Bristol County Ground, Nevil Road, Bristol, BS7 9EJ.
- 1.2. **The Sponsor: Cayman Islands Department of Tourism (Sponsor)** of Dover House, 34 Dover Street (4th Floor), London, W1S 4NG
- 1.3. This agreement sets out the terms and conditions upon which Cayman Islands Department of Tourism shall become the exclusive front of shirt sponsor of the GCCC County Championship shirts and the Headline Sponsor of the 2022 Cheltenham Cricket Festival.
- 1.4. Cayman Islands Department of Tourism will be known as an "Official Club Partner".

2. Term of the Agreement

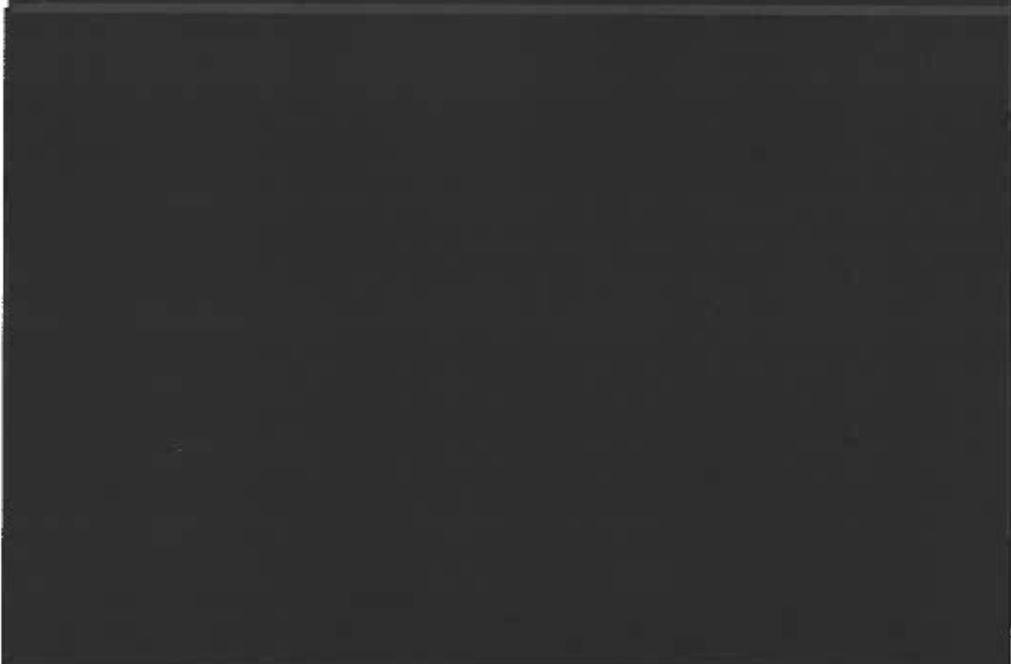
- 2.1. This agreement will commence on 1st November 2021 (Effective Date) and will continue for one year until 30th October 2022.
- 2.2. Either party may, without prejudice to any other rights it may have to terminate this Agreement, give written notice to the other party to terminate this Agreement on the completion of the Term. Such notice shall be given as early as possible and no later than three months before the first anniversary of the Effective Date.

3.





4.



5.

6. Payment

- 6.1. The cost of the total sponsorship is £42,000 + VAT and will be invoiced on 1st January 2022.
- 6.2. The invoice address shall be listed in point 1.2 above.

7. Adverse impact of COVID-19

7.1. In this clause 7:

"COVID Impact Event" in the case the rights and benefits set out in clause 3, means:

- (a) The Cheltenham Cricket Festival is cancelled in its entirety; and/or
- (b) 25% of first XI County Championship games are cancelled; and/or
- (c) 25% of first XI County Championship games are played behind closed doors without spectators,

and, in the case of the rights and benefits set out in clause 4, means:

- (d) GCCC is unable to provide one or more of the benefits itemised in clause 4

in each case solely as a consequence of the measures and actions taken by GCCC in response to and in the management of, the risks of or associated with the COVID-19 pandemic.

7.2. If in any Contract Year a COVID Impact Event occurs, the parties shall negotiate in good faith a reasonably suitable alternative to the Sponsor's affected right or benefit and/or a reduction and/or refund of the amount payable for the relevant Contract Year.

7.3. GCCC shall notify the Sponsor as soon as reasonably practical of the occurrence or expected occurrence of a COVID Impact Event.

8. Interest

8.1. Payment is due within 30 days of the invoice date. Late payment will be subject to interest at 4% above the NatWest base rate.

9. Assignment

9.1. Neither party shall be entitled to assign the benefit or delegate the burden of this agreement (whether in whole or in part) without the prior written consent of the other party, which consent shall not be unreasonably held or delayed provided that such consent will not be required on the case of an assignment by either party to another group undertaking of that party.

10. Termination

10.1. This is a fixed term contract and there is no right of termination for either party except as stated in 10.2 and 13.3

10.2. Either party may forthwith terminate this agreement by written notice to the other in any of the following events:

10.2.1. If the other party commits a material breach of this agreement and where such breach is capable of remedy, fails to remedy such breach within 30 days from the service on the other of a written notice specifying the breach and requiring it to be remedied; or

10.2.2. If the other party enters into liquidation (not being a voluntary liquidation for the purposes only of reconstruction or amalgamation) or has an administrator, administrative receiver, or like person appointed over its assets or any material part of its assets or shall enter into voluntary arrangements with its creditors.

10.3. The termination of this agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

11. Compliance with Law and Reputation

- 11.1. Both parties shall exercise their rights and discharge its obligations pursuant to this agreement;
- 11.1.1. At any times in compliance with all applicable statutes, regulations, law and all other relevant codes of conduct as well as the roles of any authority to which the club is subject from time to time including without limiting the foregoing, the England and Wales Cricket Board.
 - 11.1.2. In such a way as does not damage the reputation of the other party.

12. Confidentiality

- 12.1. Each party shall safeguard and keep confidential the terms of this agreement and any and all confidential information that it may acquire in relation to the business or affairs of the other party. Each party shall ensure that its officers and employees and any other persons to whom confidential information is disclosed comply with the provisions of this clause 12.
- 12.2. The obligations on a party set out in Clause 12 shall not apply to any information to the extent that such information;
- 12.2.1. Is publicly available or becomes publicly available through no act or omission of that party.
 - 12.2.2. Is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.
- 12.3. The provisions of this clause shall survive any termination of this agreement.

13. Force Majeure

- 13.1. Neither party to this agreement shall be deemed to be in breach of this agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this agreement if and to the extent that such delay or failure is caused by an event of force majeure beyond the reasonable control of that party including (but not limited to) fire, flood, storm, sabotage, delays in transportation, strikes or lock-outs, riot, war, rebellion, terrorism or acts of local government or parliamentary authority, and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 13.2. A party whose performance of its obligations under this agreement is delayed or prevented by such an event of force majeure:
- 13.2.1. shall immediately notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the event of force majeure;
 - 13.2.2. shall use all reasonable endeavors to minimise the effect of the event of force majeure on the performance of its obligations under this agreement; and
 - 13.2.3. shall (subject to clause below) immediately after the event of force majeure has ended notify the other party and resume full performance of its obligations under this agreement.

13.3. If any event of force majeure delays or prevents the performance of the obligations of either party for a continuous period of 30 days the party not so affected shall then be entitled to give notice to the affected party to terminate this agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties and upon termination the provisions of clause shall apply.

14. General

14.1. No Variation to this agreement shall be effective unless in writing and signed by a Director or other duly authorised officer of each of the parties.

15. Entire Agreement, Governing Law and Jurisdiction

15.1. This agreement constitutes the entire agreement and understanding between the parties in respect of the matters referred to herein. This agreement cannot be changed except by written agreement between the parties. The interpretation, construction and effect of this agreement shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed  Dated.....

For and on behalf of Cayman Islands Department of Tourism

Name

Title

Signed  Dated 09/11/21

For and on behalf of Gloucestershire County Cricket Club

Name

Title



**Gloucestershire County Cricket Club
Sponsorship Agreement**

Official Front of County Championship Shirt Sponsor

1. Agreement Between

- 1.1. **The Club: Gloucestershire County Cricket Club Ltd (GCCC) of The Bristol County Ground, Nevil Road, Bristol, BS7 9EJ.**
- 1.2. **The Sponsor: Cayman Islands Department of Tourism (Sponsor) of Dover House, 34 Dover Street (4th Floor), London, W1S 4NG**
- 1.3. **This agreement sets out the terms and conditions upon which Cayman Islands Department of Tourism shall become the exclusive front of shirt sponsor of the GCCC County Championship shirts.**
- 1.4. **Cayman Islands Department of Tourism will be known as an "Official Club Partner".**

2. Term of the Agreement

- 2.1. **This agreement will commence on 9th March 2020 (Effective Date) and will continue for two playing seasons until 1st October 2021, with the option to extend for a further season until 1st October 2022 (the "Term").**
- 2.2. **Either party may, without prejudice to any other rights it may have to terminate this Agreement, give written notice to the other party to terminate this Agreement on the completion of the Term. Such notice shall be given as early as possible and no later than three months before the second anniversary of the Effective Date.**

3. Advertising and Branding





6. Payment

6.1. The cost of the total sponsorship is £44,000 + VAT with an additional £22,000 + VAT should the optional extension be agreed.

6.2. Payment Schedule (all payments exclude VAT where applicable)

	9 March 2020	£22,000
5 JAN 21	1 October 2020	£22,000
5 JAN 22	1 October 2021 (Extension)	£22,000

6.3. The invoice address shall be listed in point 1.2 above.

7. Interest

7.1. Payment is due within 30 days of the invoice date. Late payment will be subject to interest at 4% above the NatWest base rate.

8. Assignment

8.1. Neither party shall be entitled to assign the benefit or delegate the burden of this agreement (whether in whole or in part) without the prior written consent of the other party, which consent shall not be unreasonably held or delayed provided that such consent will not be required on the case of an assignment by either party to another group undertaking of that party.

9. Termination

9.1. This is a fixed term contract and there is no right of termination for either party except as stated in 9.2 and 12.3

9.2. Either party may forthwith terminate this agreement by written notice to the other in any of the following events:

9.2.1. If the other party commits a material breach of this agreement and where such breach is capable of remedy, fails to remedy such breach within 30 days from the service on the other of a written notice specifying the breach and requiring it to be remedied; or

9.2.2. If the other party enters into liquidation (not being a voluntary liquidation for the purposes only of reconstruction or amalgamation) or has an administrator, administrative receiver, or like person appointed over its assets or any material part of its assets or shall enter into voluntary arrangements with its creditors.

9.3. The termination of this agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

10. Compliance with Law and Reputation

10.1. Both parties shall exercise their rights and discharge its obligations pursuant to this agreement;

10.1.1. At any times in compliance with all applicable statutes, regulations, law and all other relevant codes of conduct as well as the rules of any authority to which the club is subject from time to time including without limiting the foregoing, the England and Wales Cricket Board.

10.1.2. In such a way as does not damage the reputation of the other party.

11. Confidentiality

11.1. Each party shall safeguard and keep confidential the terms of this agreement and any and all confidential information that it may acquire in relation to the business or affairs of the other party. Each party shall ensure that its officers and employees and any other persons to whom confidential information is disclosed comply with the provisions of this clause 11.

11.2. The obligations on a party set out in Clause 11 shall not apply to any information to the extent that such information;

11.2.1. Is publicly available or becomes publicly available through no act or omission of that party.

11.2.2. Is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.

11.3. The provisions of this clause shall survive any termination of this agreement.

12. Force Majeure

12.1. Neither party to this agreement shall be deemed to be in breach of this agreement or otherwise liable to the other as a result of any delay or failure in the performance

of its obligations under this agreement if and to the extent that such delay or failure is caused by an event of force majeure beyond the reasonable control of that party including (but not limited to) fire, flood, storm, sabotage, delays in transportation, strikes or lock-outs, riot, war, rebellion, terrorism or acts of local government or parliamentary authority, and the time for performance of the relevant obligation(s) shall be extended accordingly.

12.2. A party whose performance of its obligations under this agreement is delayed or prevented by such an event of force majeure:

12.2.1. shall immediately notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the event of force majeure;

12.2.2. shall use all reasonable endeavors to minimise the effect of the event of force majeure on the performance of its obligations under this agreement; and

12.2.3. shall (subject to clause below) immediately after the event of force majeure has ended notify the other party and resume full performance of its obligations under this agreement.

12.3. If any event of force majeure delays or prevents the performance of the obligations of either party for a continuous period of 30 days the party not so affected shall then be entitled to give notice to the affected party to terminate this agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties and upon termination the provisions of clause shall apply.

13. General

13.1. No Variation to this agreement shall be effective unless in writing and signed by a Director or other duly authorised officer of each of the parties.

14. Entire Agreement, Governing Law and Jurisdiction

14.1. This agreement constitutes the entire agreement and understanding between the parties in respect of the matters referred to herein. This agreement cannot be changed except by written agreement between the parties. The interpretation, construction and effect of this agreement shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed  Dated 6/3/20

For and on behalf of Cayman Islands Department of Tourism

Name 
Title 

Signed  Dated 09/03/2020

For and on behalf of Gloucestershire County Cricket Club

Name 
Title 



PARTNERSHIP AGREEMENT 2020/21 – 2021/22

1. This Partnership Agreement relates to sponsorship of Richmond FC Ltd (“the Club”) for the term described in paragraph 2 below (“the Partnership”) by Cayman Islands Department of Tourism (CIDOT) (“the Partner”).
2. The Partner will be referred to as the Club's 'Official Travel Destination' in communication materials and will be the Club's exclusive travel destination in the Caribbean. The Club agrees to notify the Partner in advance of any discussions with other travel destinations from outside the Caribbean that might lead to a potential partnership with the Club.
3. This Partnership Arrangement is initially for two (2) seasons commencing on 1st July 2020 and ending on 30th June 2022 (“the Term”) with the option to extend to a third season from 1st July 2022 to 30th June 2023. The Partner will sponsor the Club for the following amounts in return for promotional and commercial opportunities.

Year 1: 2020/21 £20,000 +VAT

Year 2: 2021/22 £20,000 +VAT

Payments to be made as follows:

March 1st 2020 Cost of Youth team shirts (approx. £5,000 +VAT)

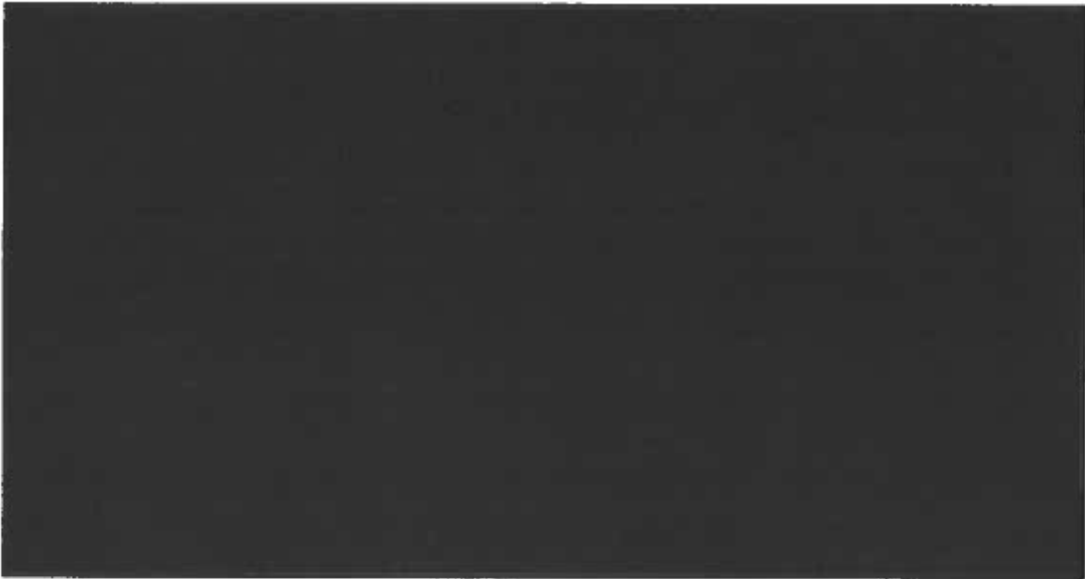
May 1st 2020 £10,000 +VAT

Sept 1st 2020 £15,000 +VAT

July 1st 2021 £15,000 +VAT










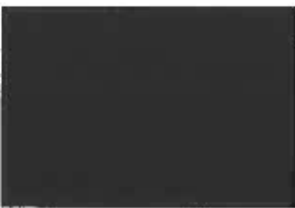
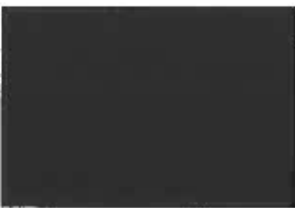

12. No media exposure incorporating the Club's logo may be used without the prior written approval of the Club.

13. The Club agrees that the Partner will have first option in relation to any renewal of this agreement.

For and on behalf of Richmond FC Ltd

Signed  8th November 2019
Name 
Position 

For and on behalf of Cayman Island Department of Tourism (CIDOT)

Signed  Date 8/11 2019
Name 
Position 





Cayman Islands Department of Tourism

PARTNERSHIP AGREEMENT 2021/22

Official Event Partner

- 2 years £5,000 + VAT per annum, total £10,000 + VAT
- Option to extend deal for third year at same terms to be agreed by June 2022

2021 Event Dates

- *15/16th May: AIR:10K and Richmond Marathon
- *11th/12th September: Kew Gardens 10K, Kids' Mile, Sundown 5K and Richmond Half

Partnership Descriptions

- Cayman Islands Department of Tourism becomes Official Partner of the Richmond RUNFEST along with:
- Title Partner of the Richmond Sundown 5K, with naming rights to be decided by both parties (suggestions include Visit Cayman Islands Sundown 5K, Richmond Sundown 5K supported by Visit Cayman Islands)





Cayman Islands Department of Tourism

PARTNERSHIP AGREEMENT 2021/22

Provided by Richmond RUNFEST

Partnership - Official Partner of the Richmond RUNFEST

Event Website Presence

- Logo, image, link and 50wd copy on [Official Sponsor page](#)
- Logo and link on [sponsor strip of website](#)





Cayman Islands Department of Tourism

PARTNERSHIP AGREEMENT 2021/22





Cayman Islands Department of Tourism

PARTNERSHIP AGREEMENT 2021/22

Cayman Islands Department of Tourism:

Name:



Signature:

Date:

10/02/21

Runfest Ltd:

Name:



Signature:

Date:

05/02/2021

SHORT FORM SPONSORSHIP AGREEMENT (the 'Agreement') dated 20th October 2021 is made **BETWEEN:**

BRITISH CANOEING a company registered in England under company registered number 01525484 whose registered office is at The National Watersports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, United Kingdom, NG12 2LU ('British Canoeing')

And

CAYMAN ISLANDS DEPARTMENT OF TOURISM whose UK registered office is at Dover House, 34 Dover Street, London, W1S 4NG (the 'Company').

Sponsorship Rights The Sponsorship Rights shall mean those detailed in the attached Annex 1 to this Agreement

Start Date: 1st November 2021

End Date: 31st December 2023

Designation: Official Winter Sun Destination Partner

Brand Sector: Travel

Company Marks: means the Company's logo as set out at Annex 2.

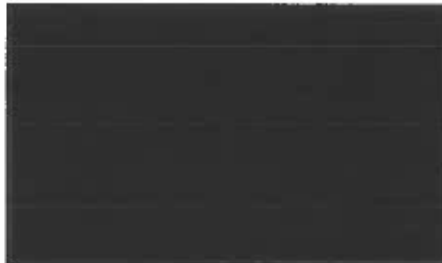
British Canoeing Marks: means British Canoeing's logo as set out at Annex 2.

Payment Amount (exclusive of VAT): £60,000 + vat
[include any additional expenses]

Payment Schedule: £15,000 + vat due by 1st November 2021
£10,000 + vat due by 1st June 2022
£17,500 + vat due by 1st January 2023
£17,500 + vat due by 1st June 2023

British Canoeing contact:

Company contact:



AS WITNESS the hands of duly-authorized signatories for the parties and subject to having read, accepted, acknowledged and understood the terms and conditions outlined in this Agreement.

SIGNED on behalf of
British Canoeing

Name:

Position:

Signature:

Date: 27 October 2021

SIGNED on behalf of
The Company

Name:

Position:

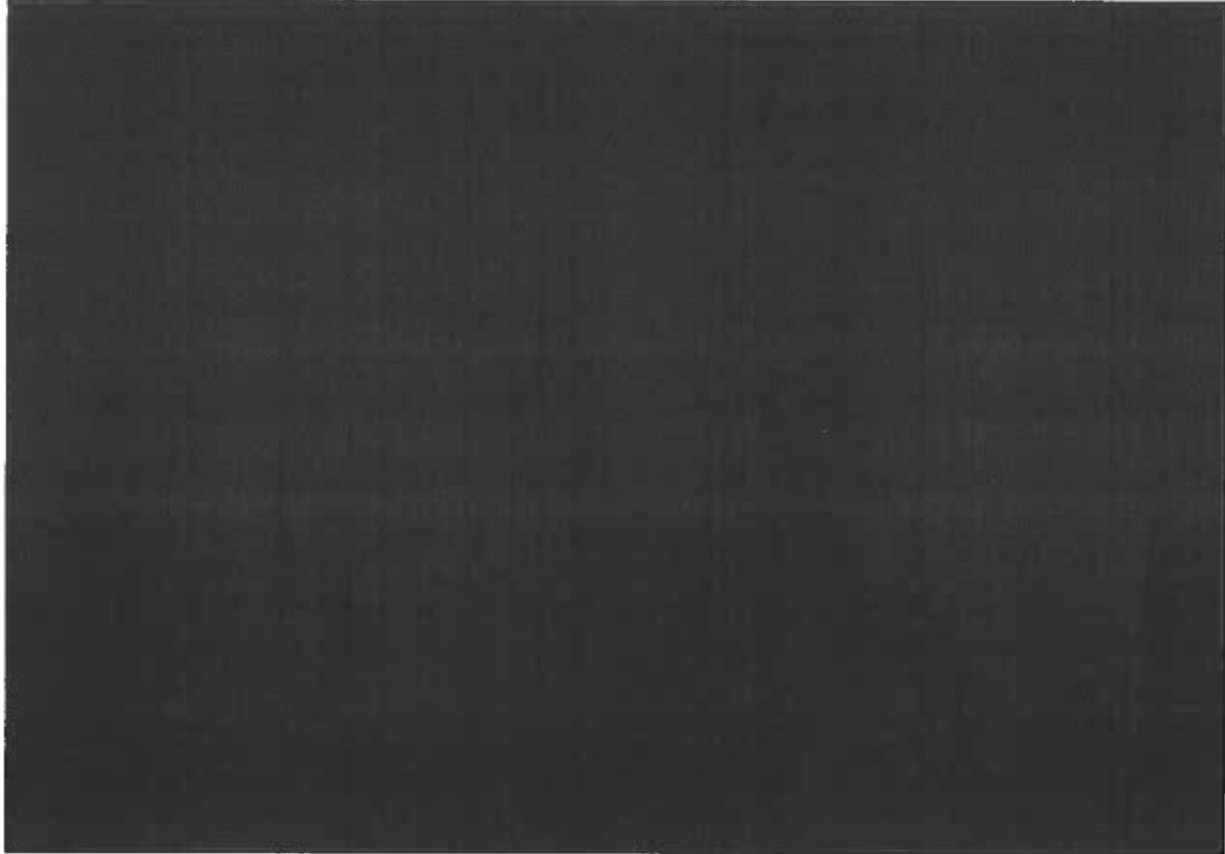
Signature:

Date: 2nd Nov 2021

Terms and Conditions

1. Duration of Agreement

- 1.1. The Sponsorship Rights shall run for the period from the Start Date specified in this Agreement ("the Effective Date") to the End Date specified in this Agreement.
- 1.2. The Sponsorship Rights shall be granted by British Canoeing to the Company for the duration of this Agreement.
- 1.3. During the Agreement there shall be quarterly review meetings between the parties to consider the performance of the partnership and if during such a review either Party considers that the partnership is not performing well, it can invoke a break clause to terminate the agreement by providing three months' notice in writing to the other Party.



5. Confidentiality

- 5.1. The parties acknowledge that the terms of this Agreement are commercially confidential and undertake that each party shall keep and procure to be kept secret and confidential all secret or confidential information belonging to the other party disclosed as a result of the relationship of the parties hereunder and shall not use nor disclose the same save as envisaged in this Agreement or as required by law. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this Clause and each party shall be responsible to the other in respect of any disclosure or use of such secret or confidential information by a person to whom disclosure is made.
- 5.2. The obligations of confidentiality in this Clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which either party can show was in its written records prior to the date of disclosure of the same by the other party or which it receives from a third party independently entitled to disclose it or which is independently developed by the other party without recourse to the confidential information.

6. Termination

- 6.1. Either party may terminate this Agreement forthwith by notice in writing to the other if: (a) the other party is in default of any material obligation of this Agreement or commits a series of persistent breaches of this Agreement and, in the case of such default being reasonably capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so or (b) if the other party becomes insolvent, or takes or suffers any similar or analogous action. Clauses 4, 5, 8 and 12 shall survive termination or expiry of this Agreement but if termination is due to an un-remedied breach by the Company, then any and all licences granted by British Canoeing shall also terminate.

7. Liability

- 7.1 Nothing in this agreement shall exclude or restrict either party's liability for that which cannot be excluded by law.
- 7.2 Subject to Clause 7.1 the liability of British Canoeing for any breach of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits. In any event the Company accepts and agrees that the maximum liability of British Canoeing under or otherwise in connection with this Agreement shall not exceed the return of the monies paid by the Company under this Agreement.
- 7.3 Neither party will be liable for any delay in performing its obligations under this Agreement if that delay is caused by circumstances beyond its reasonable control by reason of Force Majeure and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.

8. Data Protection & Anti-Bribery

- 8.1 The parties covenant with each other:
- 8.1.1 to comply with all applicable data protection, anti-bribery and anti-corruption laws, statutes, regulations, and codes.
- 8.1.2 not to engage in any activity, practice, or conduct which would constitute an offence under the Bribery Act 2010, Data Protection Act 2018 or any applicable Data Protection legislation in effect at the Effective Date of the Agreement or coming into effect during the course of the Agreement, including but not limited to, UK GDPR.

9. Assignment

- 9.1 Neither party shall assign any of its rights and obligations under this Agreement without the prior written consent of the other and except as expressly set out in this Agreement, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.

10. Force Majeure

- 10.1 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:
- 10.1.1 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;
- 10.1.2 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
- 10.1.3 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.
- 10.2 For the purpose of this Clause 10, a Force Majeure Event is 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, pandemic (including notifiable diseases such as Coronavirus - COVID-19) 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.

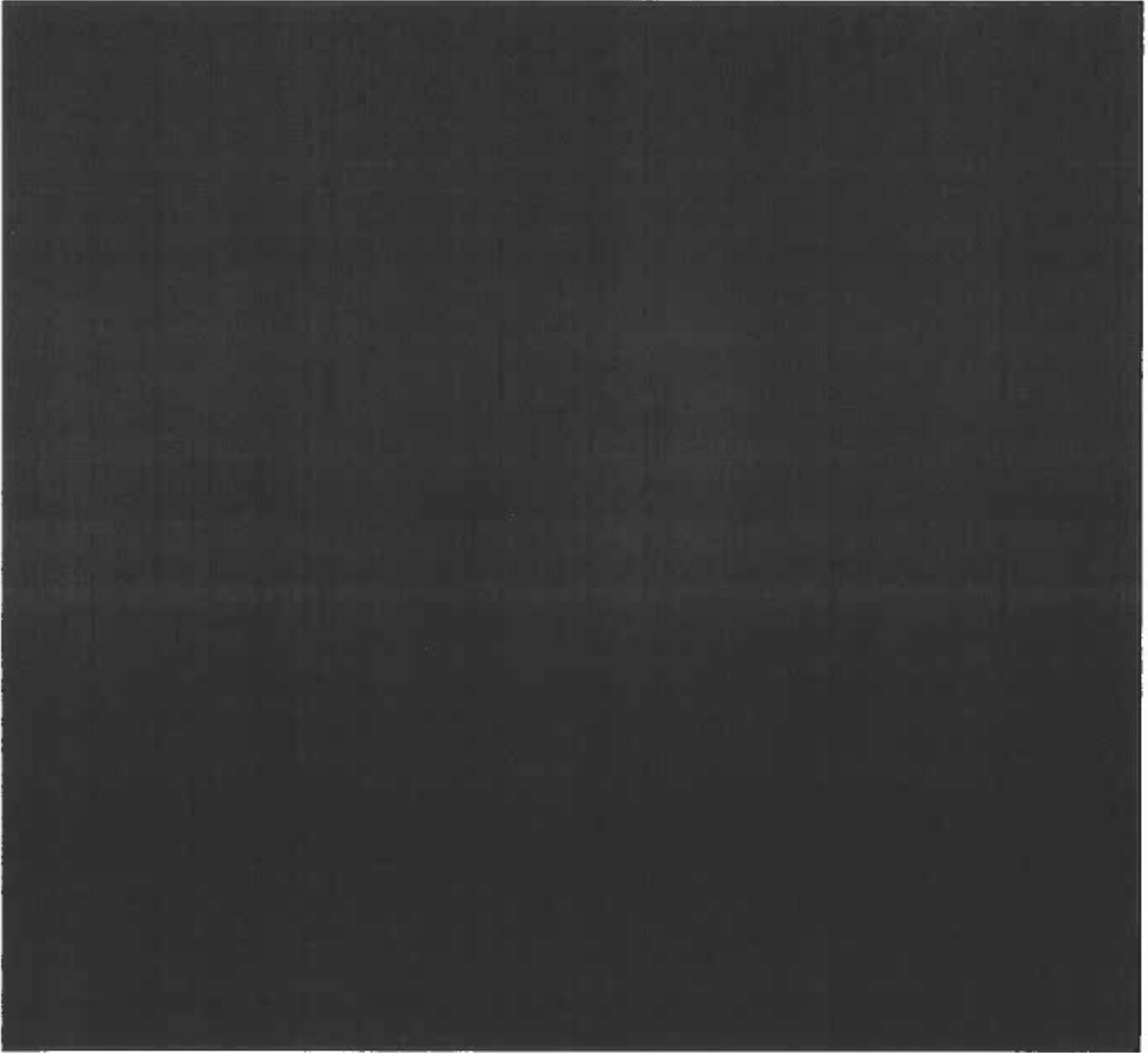
11. Entire Agreement

- 11.1 This Agreement (including its Annexes) constitutes the entire understanding between the parties related to the Sponsorship Rights and may only be amended in writing signed by duly authorised representatives of the parties.

12. Governing Law and Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales, as appropriate. Each party irrevocably agrees that the courts of England and Wales, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex 1 – Sponsorship Rights



Annex 2: Sponsor Marks and Guidelines

British Canoeing Marks

The following are the British Canoeing Marks:

- British Canoeing logo with the registered UK Trademark number UK00003059071.
- any other trade mark, trading name or logo that British Canoeing authorises CIDOT to use for the purposes of this Agreement.

Cayman Islands Department of Tourism (CIDOT) Marks

The following are the CIDOT Marks:

- CIDOT logo with the registered UK Trademark number UK00002154056.
- any other trade mark, trading name or logo that CIDOT authorises British Canoeing to use for the purposes of this Agreement.



DIRECT AWARD JUSTIFICATION & APPROVAL FORM

<p>IMPORTANT NOTES TO BE READ BEFORE COMPLETING THIS FORM</p> <p>Under Procurement Law, 2016, all procurements must follow the principles of open and fair competition to obtain best value for money. Any request for direct award justification that conflicts with these competition principles will be subject to various levels of internal and external scrutiny with the possibility of legal challenge, for example, from a supplier.</p> <p><u>Direct Award Justification is not therefore something that can be taken lightly.</u></p> <p>This Form is to be completed for all direct awards (non-competed) requirements. Direct Award action must be formally agreed in advance by the Public Procurement Committee (PPC) for contract values of KYD\$250,000 or above. The PPC will not approve retrospective direct award requests.</p>	
<p><u>Project Name:</u> Laudi Vidni 'Colours of Cayman Leather Collection'</p>	<p><u>Project Description:</u> The Cayman Islands Department of Tourism would have a partnership with custom leather goods brand, Laudi Vidni. Laudi Vidni would launch "The Colours of Cayman Leather Collection" featuring four distinct colours inspired by select colours of the destination- jointly chosen by CIDOT and Laudi Vidni.</p>
<p><u>Originating Department/Ministry:</u></p>	<p><u>Date:</u> November 2, 2021</p>
<p><u>Value of Procurement (KYD):</u> \$31,500</p>	<p><u>Proposed Vendor:</u> Laudi Vidni, LLC</p>
<p style="text-align: center;">Category of requirement:</p> <p> <input type="checkbox"/>Infrastructure <input type="checkbox"/>Education <input type="checkbox"/>Community Services <input type="checkbox"/>Repair/Maintenance <input type="checkbox"/>Consumables <input type="checkbox"/>Health <input type="checkbox"/>Agriculture <input checked="" type="checkbox"/>Tourism/Culture <input type="checkbox"/>Consultancy <input type="checkbox"/>Temp Labour <input type="checkbox"/>Estates/Works <input type="checkbox"/>IT <input type="checkbox"/>Security <input type="checkbox"/>Other: Please state </p>	
<p>QUESTION</p>	<p>RESPONSE</p>
<p>Which exception to the competitive process as per the <u>Direct Award Process document</u> applies to this procurement?</p>	<p>5.1 D The goods or services are required to meet physical design or quality specifications and are available from only one supplier;</p>
<p>Is the proposed sole source contract linked to a previous procurement?</p>	<p>No</p>



Notwithstanding the approved strategy, is it feasible and/or affordable to compete the requirement?	Laudi Vidni and CIDOT would have a partnership and launch the 'Colours of Cayman Leather Collection' and subsequent marketing and collateral plans. This is unique opportunity that was crafted by Laudi Vidni and CIDOT. It's an unprecedented partnership for Laudi Vidni.
If not, provide the related rationale in terms of cost, schedule, etc.	
Does the Vendor or its approved distributors have exclusive ownership of the goods or services in question? If yes, provide details.	Yes. Laudi Vindi has ownership of all their goods and marketing assets.
Are there legal and/or regulatory considerations precluding open competition for this good or service? If yes, provide details.	No.
Are there alternative sources of supply for the same or equivalent material/support? If no, explain.	No. This is a distinctive partnership that CIDOT crafted while in talks with Laudi Vidni on a cobranding opportunity. The Colours of Cayman Leather Collection is unique to this partnership.
Explain why the price is fair and reasonable; describe how price support was obtained; and summarize negotiations.	The cost of the partnership is \$31,500. With that cost CIDOT receives: <ul style="list-style-type: none">••••
Are there any other factors that have led to a recommendation for a non-competitive process? If yes, provide details and rationale.	Yes. This is a unique partnership. There is not another opportunity to partner with another leather goods brand that will include the benefits outlined above. The partnership was crafted as an idea between both CIDOT and Laudi Vidni. Laudi Vidni has not had a partnership like this previously.



What is the likelihood of an amendment or follow-on contract to the same vendor?	Not likely. CIDOT would consider a renewal at the end of 12-month agreement but would still go through the proper procurement proceedings.
Given the nature of your organization's mandate, describe any efforts taken to put in place long-term procurement arrangements to address similar requirements/activities in future.	[REDACTED]
Justification Support: In addition to answering the questions above, an approved business case is required to support this application if the value of the direct award is KYD\$100,000 or greater. Also, please provide all relevant supporting documentation attached if necessary as an Annex. This can include technical, commercial and value for money issues that can show a rigorous due diligence process has been followed.	
Request Prepared/Recommended By:	
Name: [REDACTED]	Signature: [REDACTED]
Request & Funding Approved By (CO/CEO):	
Name:	Signature:

Dated 4th NOVEMBER 2021

**PORTSMOUTH COMMUNITY FOOTBALL CLUB
LIMITED**

-and-

CAYMAN ISLANDS DEPARTMENT OF TOURISM

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made on

2021

BETWEEN:

- (1) **PORTSMOUTH COMMUNITY FOOTBALL CLUB LIMITED** (a company registered in England number 07940335) whose registered office is at Fratton Park, Frogmore Road, Portsmouth, Hampshire, PO4 8RA ("**the Club**"); and
- (2) **CAYMAN ISLANDS DEPARTMENT OF TOURISM** (a company registered in Grand Cayman number XXXXX) whose principal address is located at PO BOX 134, Grand Cayman KY1-9000, Cayman Islands ("**the Sponsor**");

(together "**the parties**").

WHEREAS:

- (A) The Sponsor wishes to enter into an agreement to avail itself of certain promotional, advertising and marketing rights relating to the football team known as 'Portsmouth FC', which is owned and under the control of the Club; and
- (B) The Club is prepared to enter into an agreement with the Sponsor for such rights on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

"Applicable Laws" means any and all: (i) laws, statutes, regulations, decisions, rulings, directives, codes of practice, government policies, enactments or instruments (including national, regional, local or municipal laws, regulations or by-laws of any kind whatsoever); (ii) codes of practice, policies and/or decisions of any relevant regulator (including the Committee of Advertising Practice, the Advertising Standards Authority, Ofcom, the Information Commissioner and, in each case, any of their successor bodies and/or any equivalent regulators anywhere in the world); (iii) regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and/or (iv) Football Laws; in all cases which may from time to time be in force anywhere in the world and relevant to any rights and obligations under this Agreement;

"Brand Guidelines" means brand guidelines issued by the Sponsor (acting reasonably and in good faith) and which depict the Sponsor Mark and describe the Sponsor Brand and which set out the Sponsor's reasonable requirements for the use of the Sponsor Mark and Sponsor Brand, as provided by the Sponsor to the Club;

"Club Footage" means clips of visual and/or audio-visual material featuring members of the First Team Squad and/or the head coach/manager;

"Club Images" means still photographic images featuring members of the First Team Squad and/or the head coach/manager;

"Club Logo" means the official logo of the Club at the relevant time, the current version of which is set out in paragraph 1 of Schedule 1;

"Club Materials" means the Club Logo and/or Designation and/or the Club Footage and/or the Club Images (individually or collectively as the context may require);

"Club Partner" means any entity (and that entity's permitted assignees, sub-licensees, sub-contractors and successors in title) with whom the Club has a commercial agreement or arrangement from time to time;

"Designation" means the designation(s) listed in paragraph 1 of Schedule 2; **"First Team"** means the collective group of players forming the Club's men's first team for the relevant match(es);

"First Team Squad" means the collective group of players from which the First Team is selected;

"Football Laws" means the rules, regulations, guides and/or promotional, marketing and commercial agreements and arrangements, at the relevant time, which are applicable to the Club, directly or indirectly, and with which the Club is requested to or may comply, being issued or entered by or on behalf of (as the case may be) the Football Association, the Premier League, the EFL, UEFA, FIFA, any national team or such other body, organisation, union, league or team of which the Club, directly or indirectly, is subject or is a member and any code of practice adopted by the same;

"Match" means a competitive match or friendly match played by the First Team at the Stadium (to which paying spectators are admitted), excluding testimonials;

"Premiums" means items of merchandise or services (including vouchers or other items that can be redeemed or exchanged for a discount) which are given away free of charge or supplied in exchange for a non-monetary, nominal or subsidised consideration for advertising or promoting products or services or brands and which may or may not bear Club Materials and which may or may not bear a trade name or trade mark or logo of the Sponsor;

"Sector" means Cayman Islands Tourism;

"Sponsor Business" means the business, products and/or services of the Sponsor in the Sector known by and/or made available under any of the Sponsor Brands;

"Sponsor Brands" means the brands owned by or licensed to the Sponsor set out below:

Cayman Island Department of Tourism and
such other brands of the Sponsor as approved by the Club from time to time (such approval not to be unreasonably withheld);

"Sponsor Mark" means any of the trade names or trademarks or logos of the Sponsor as shown in paragraph 2 of Schedule 1;

"Sponsorship Period" means the period from 1 January 2022 to 30 June 2024, subject to clause 6;

"Sponsorship Rights" means the rights set out in Schedule 2;

"Stadium" means the Club's stadium known as "Fratton Park", located on Frogmore Road, Portsmouth, or any permanent replacement to this stadium, being the Club's primary home ground;

"Staff" means the First Team Squad, together with the head coach/manager of the Club;

"Term" means the period during which this Agreement is in full force and effect, as provided by clause 6;

"Territory" means the World; and

"Year" means a consecutive twelve month period during the Sponsorship Period, commencing on 1 July one year and ending on 30 June the following year, save for the first Year which shall commence on the first day of the Sponsorship Period and end on 30 June 2022.

- 1.2 References to clauses and Schedules are to the clauses and schedules of this Agreement and references to paragraphs are references to paragraphs in the relevant Schedule.

- 1.3 The Schedules attached to this Agreement form an integral part of this Agreement.
- 1.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa, references to any gender include every gender and references to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.
- 1.5 The headings to clauses, Schedules and paragraphs are inserted for convenience only, have no legal effect and shall not affect the interpretation of this Agreement.
- 1.6 Reference to "include" and "including" are to be construed without limitation.
- 1.7 Reference to "days" means working days unless specified to be otherwise.
- 1.8 References to football teams shall be such teams at the relevant time and references to football competitions, governing bodies administering such competitions and other bodies in any way relating to the governance of the sport of football shall include any successors thereto or replacements thereof (as the case may be).

2. Grant of Sponsorship Rights

- 2.1 For the consideration due to the Club under clause 5 and subject to the terms and conditions of this Agreement, the Club hereby grants to the Sponsor, for the Sponsorship Period and for the Territory, the Sponsorship Rights solely with respect to the Sponsor Business and the Sponsor Brands, provided always that the Sponsor acknowledges and agrees that:
 - 2.1.1 the grant to and exercise by the Sponsor of the Sponsorship Rights and the performance of its obligations under this Agreement are subject to and conditional upon compliance with all Applicable Laws. Any approval given by the Club pursuant to this Agreement will not be construed as any sort of representation or warranty to the effect that the exercise of such Sponsorship Rights or performance of such obligations by the Sponsor is in accordance with Applicable Laws provided that, without prejudice to the foregoing, the Club will use its reasonable endeavours to inform the Sponsor of any Football Laws which it considers are likely to be relevant to the exercise of the Sponsorship Rights;
 - 2.1.2 the Sponsorship Rights are limited to the Sponsor Business and the Sponsor Brands and do not extend to any other business, products or services or brands, whether now or hereafter delivered, provided or sold by the Sponsor. Further, the Sponsor hereby agrees that it shall not use any of the Sponsorship Rights in any way which (expressly or by implication) may create an association between the Club and any third party and/or any business, products, services and/or brands of any third party;
 - 2.1.3 it has no rights to exercise any of its Sponsorship Rights in conjunction with the manufacturing, sourcing, use and/or distribution of Premiums without the prior written approval of the Club (acting reasonably). Further, where approval is given, any Premiums must be sourced at the Club's direction and on such terms and conditions as are set by the Club or the Club's licensees (as the case may be);
 - 2.1.4 it shall not participate with a third party in any exercise of the Sponsorship Rights (including use of the Club Materials), including in any of the Sponsor's promotional materials, unless otherwise agreed with the Club;
 - 2.1.5 it shall not use any of the Sponsorship Rights in such a manner that confusion may arise in the public mind as to the business, products, services and/or brands in respect of which the Sponsor has been granted its Sponsorship Rights in relation to the Club; and
 - 2.1.6 nothing in this Agreement grants to the Sponsor any rights to produce, provide and/or make available any Club branded and/or related products and/or services. In this regard, whilst the Sponsor may exercise the Sponsorship Rights via digital media, nothing in this Agreement grants to the Sponsor any rights to produce, provide and/or make available any Club branded and/or related business, products and/or services (e.g. any live score alerts).

- 2.2 The Sponsorship Rights granted to the Sponsor are non-exclusive in that the Club shall be permitted to grant, and may have granted, to any third party and/or third parties for the Sponsorship Period in the Territory the same rights as granted herein in relation to the Sector (even where such a third party and/or third parties may be a competitor of the Sponsor and/or where the business of such a third party and/or third parties is related to the Sector). In the event that the Club informs the Sponsor that it wishes to use any products and/or services of the Sponsor during the Sponsorship Period, the Sponsor shall consider offering the Club discounted rates for such products and/or services.
- 2.3 The Sponsor acknowledges and agrees that each and every exercise of the Sponsorship Rights by the Sponsor (including, in particular, each and every use of any of the Club Materials) requires the prior approval of the Club (not to be unreasonably withheld and/or delayed) and shall be in accordance with any directions of the Club (acting reasonably and in good faith) in respect of the same (including as to the manner, form and context of the Sponsor's exercise of the Sponsorship Rights) provided that it is hereby acknowledged that the Sponsor shall not require the Club's approval for any use of Club Materials where such specific use has been previously approved by the Club and the proposed use is materially the same as, and in the same context as, the previous use. Further, the Sponsor shall submit to the Club for such approval (in a format and within a timescale as reasonably requested by the Club) representative samples of each item which bears or is intended to be used in connection with the Club Materials, together with all other relevant details relating to the context in which the Club Materials are being used and such further information as the Club may reasonably request.
- 2.4 Without prejudice to certain Sponsorship Rights being granted only in respect of Matches, the Sponsor acknowledges and agrees that on occasions the Stadium (or part of the Stadium) may be used by third parties which require the Club to deliver the Stadium on a "clean stadium" basis, meaning that the advertising, sponsorship, branding and commercial rights (including supply arrangements) for that event are controlled by the relevant user and/or that no pre-existing advertising, sponsorship, branding or other commercial rights (including supply arrangements) are to be exploited at the Stadium. As such, the Sponsor acknowledges and agrees that in such circumstances: (i) the Club shall not be required to deliver and the Sponsor shall have no right to exploit any of those Sponsorship Rights relating to the Stadium which conflict with such requirements (and, for the avoidance of doubt, branding relating to the Sponsor may be removed, concealed and/or covered (and subsequently reinstated) by the Club at the Club's cost); and (ii) the branding of third parties and third party products, services and/or brands (including in relation to the Sector (including with competitors of the Sponsor and/or in respect of products, services and/or brands which may be competitors of the Sponsor Brands and/or the Sponsor Business)) may appear at the Stadium.
- 2.5 The Sponsor acknowledges and agrees that each and every exercise of the Sponsorship Rights by the Sponsor shall, unless otherwise expressly stated in this Agreement, be at the Sponsor's cost.
- 2.6 If for any reason (excluding as a result of a force majeure event and/or the Sponsor's default or negligence), the Club fails and/or is unable to deliver the Sponsorship Rights (in whole or in part) in accordance with the terms and conditions of this Agreement, the Club shall liaise with the Sponsor (each acting reasonably and in good faith) in connection with providing the Sponsor with additional and/or alternative rights of a materially equivalent value to the affected Sponsorship Right(s), such remedy being the Sponsor's sole remedy for any such non-delivery of the Sponsorship Rights. Further, the Sponsor acknowledges that the COVID-19 pandemic is likely to impact on the exercise of certain Sponsorship Rights (for example, as a result of matches being played behind closed doors which would impact on, for example, tickets and hospitality) and, in this regard and notwithstanding the above, where such circumstances have a material adverse effect on the value of the Sponsorship Rights (such assessment to be undertaken as a whole and with reference to: (i) any increased value, such as increased broadcast coverage/exposure, resulting from the same; and (ii) the Sponsorship Rights actually delivered prior to, during or following such circumstances occurring) the Club shall seek to liaise with the Sponsor (each acting reasonably and in good faith) in connection with providing the Sponsor with additional and/or alternative rights of a materially equivalent value to the reduced value resulting from the affected Sponsorship Right(s) but unless otherwise agreed by the Club in its absolute discretion, no refunds shall be due to the Sponsor in connection with the foregoing.
- 2.7 Notwithstanding any other provision of this Agreement, the Sponsor hereby agrees and acknowledges that the Club shall not be responsible, in breach of this Agreement and/or liable for any (full or partial)

failure to comply with its obligations and/or deliver any Sponsorship Right(s) where and to the extent that such failure arises as a result of the acts or omissions of the Sponsor.

- 2.8 Without prejudice to clause 2.3, unless otherwise agreed by the Club, the Sponsor hereby agrees and acknowledges that the same one Sponsor Mark and/or Sponsor Brand shall be utilised in the exploitation of all Sponsorship Rights. The Sponsor hereby agrees and acknowledges that, so as to ensure that the depictions of the Sponsor Brand pursuant to this Agreement remain current and up to date, any replacement of, change to and/or alteration of the one Sponsor Mark and/or Sponsor Brand to be utilised for the purposes of exercising the Sponsorship Rights (whether a different Sponsor Mark and/or a different version of the same Sponsor Mark) shall require the prior written consent of the Club (such consent not to be unreasonably withheld and/or delayed) and in the event that the Club does so consent, such consent shall be subject to the Sponsor bearing any costs in connection with such change(s) and/or alteration(s) (including the application of any different Sponsor Mark and/or the purchase of new items for the Club) and any other conditions attached to such approval by the Club (for example, the timing of such change).
- 2.9 All rights and opportunities not expressly granted to the Sponsor under this Agreement are hereby reserved by the Club and the Sponsor shall not use, purport to use and/or permit any third party to use such rights and/or opportunities.

3. Club Materials

- 3.1 Any and all intellectual property rights and/or goodwill for all purposes throughout the world which vest in, derive from or are connected to the Club and/or the Stadium or which vest in, derive from or are generated by the Sponsor's use of the Club Materials shall, in each case (as between the Club and the Sponsor), be the property of the Club. Accordingly, where such intellectual property rights and/or goodwill are or become owned by the Sponsor, it hereby assigns the same by way of present assignment of current and future intellectual property rights so that they become the sole and exclusive property of the Club.
- 3.2 The Sponsor acknowledges and agrees that it is not granted any rights to use any of the Club's intellectual property rights other than the Club Materials pursuant to and in accordance with the terms and conditions of this Agreement and, furthermore, the Sponsor shall not use any visual and/or audio-visual and/or audio material other than the Club Footage or still photographic or other images other than the Club Images relating to or including, even if incidental, the Club and/or any current or former employee of the Club (including any past or present member of the playing staff, coaching staff and/or any other Club personnel), without the prior written approval of the Club and in accordance with such terms and conditions as the Club directs (in each case acting reasonably and in good faith).

3.3

3.4



- 3.4.3 the featuring of any members of Staff shall not, in the Club's opinion, in any circumstances imply a personal and/or individual endorsement by the featured members (collectively and/or individually) of the Sponsor, the Sponsor Business, the Sponsor Brands and/or any other of the Sponsor's products, services or brands; and
- 3.4.4 the identity of featured members of Staff shall in all cases be in the Club's absolute discretion. Without prejudice to the generality of the foregoing, the Sponsor hereby acknowledges and agrees that characteristics such as individuals' ages and/or beliefs may impact on the exercise of the Club's discretion. The Sponsor shall comply with any requests of the Club to cease using members of Staff in accordance with the requested timeframes (for example, on the departure of any member of Staff from the Club).
- 3.5 The Club hereby agrees to indemnify, defend and hold the Sponsor harmless, on demand, from and against any and all actions, causes of action, claims, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs, charges, penalties, fines, and expenses, including reasonable legal fees resulting therefrom, arising out of or in connection with any third party claims arising out of or in respect of any use of the Club Logo by the Sponsor in accordance with the terms and conditions of this Agreement, whether or not such claim arises during or after the Term. The provisions of clause 9.5 shall apply in respect of any such indemnity claim.
- 3.6 The Sponsor hereby agrees that it shall not enter into any personal endorsement arrangements with any member of Staff and/or any other Club personnel (whether past or present, including players, coaches, officials and/or directors), without the prior written consent of the Club (acting reasonably and in good faith).
- 4. Implementation of Sponsorship**
- 4.1 The Sponsor hereby grants to the Club and its group companies, during and after the Sponsorship Period, a royalty free worldwide non-exclusive licence to use and to grant rights of use to use the Sponsor Mark and/or the Sponsor Brands for the following purposes:
- 4.1.1 the implementation and delivery of the Sponsorship Rights;
- 4.1.2 inclusion in the Club's presentations, pitches and literature, including the Club's Annual Report and other Club and Club-related corporate literature;
- 4.1.3 use in relation to the Club's licensing programme for Club-related products (which, for the avoidance of doubt, the Club is not obliged to produce), including the right (but not the obligation) for the Club and/or Club Partners to use the Sponsor Mark in and on such products and/or at the Stadium, including in connection with: (i) retro and/or historically based items and/or merchandise; and/or (ii) items on which the Sponsor Mark and/or brand features, is included and/or is depicted (in each case, including incidentally as a result of the Sponsorship Rights); and
- 4.1.4 to give effect to clauses 7.1.3 and/or 7.1.4.
- 4.2 The Club hereby agrees to use the Sponsor Mark and/or Sponsor Brand in accordance with the Brand Guidelines or otherwise in agreement with the Sponsor. Any and all intellectual property rights and/or goodwill for all purposes throughout the world which vest in, derive from or are connected to the Sponsor Mark and/or Sponsor Brand or which vest in, derive from or are generated by the Club's use of the Sponsor Mark and/or Sponsor Brand shall, in each case (as between the Club and the Sponsor), be the property of the Sponsor. Accordingly, where such intellectual property rights and/or goodwill are or become owned by the Club, it hereby assigns the same by way of present assignment of current and future intellectual property rights so that they become the sole and exclusive property of the Sponsor.
- 4.3 The Sponsor hereby agrees to indemnify, defend and hold the Club harmless, on demand, from and against any and all actions, causes of action, claims, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs, charges, penalties, fines, and expenses, including reasonable legal fees resulting therefrom, arising out of or in connection with any third party claims arising out of or in respect of any of the Sponsor Brands (including any Sponsor

Mark) used pursuant to this Agreement, whether or not such claim arises during or after the Term. The provisions of clause 9.5 shall apply in respect of any such indemnity claim.

- 4.4 The Sponsor hereby agrees to promptly inform the Club of any challenge, claim or other issues in respect of or in connection with any of the Sponsor Brands (including any Sponsor Mark) during the Term and to keep the Club informed in respect of the same.
- 4.5 Notwithstanding clause 4.1, the Sponsor acknowledges and agrees that (both during and after the Sponsorship Period) it shall not object in any manner to the Club and/or any Club Partner using any visual and/or audio-visual material or photographic images or other representation or material including the Sponsor Mark where such inclusion is as a consequence of the delivery/implementation of the Sponsorship Rights in accordance with the terms and conditions of this Agreement.

5. Consideration

- 5.1 In consideration for the Sponsorship Rights, the Sponsor shall pay to the Club the amounts set out in Schedule 4.
- 5.2 All sums paid are to be paid free and clear of, and without deduction or withholding for, any sales, use, Value Added or other taxes, currency control restrictions or other withholdings, levies, duties, expenses or other charges whatsoever and the Sponsor (subject to the Club providing the Sponsor with a valid tax invoice (where appropriate)) will be solely responsible for the same if and to the extent applicable and (where required) shall gross up the relevant amount payable under this Agreement so as to ensure that the Club receives the full amounts as expressed in this Agreement.
- 5.3 The Sponsor's obligations under this clause 5 shall be performed without any right of the Sponsor to invoke set-off, deductions, withholdings or other similar rights.

6. Term & Termination

- 6.1 This Agreement shall commence on and be binding from the earlier of: (i) the date of execution of this Agreement; or (ii) commencement of the Sponsorship Period, and shall (subject to earlier termination in accordance with its terms) continue until the end of the Sponsorship Period. Notwithstanding the foregoing, the Sponsorship Rights shall only be granted during the Sponsorship Period and, for the avoidance of doubt, the Sponsor is not granted and shall have no rights to exercise any of the Sponsorship Rights (and/or any other association with the Club) at any other time.
- 6.2 Either party may terminate this Agreement forthwith by notice in writing to the other party if the other party is in material breach of this Agreement, provided however that if the breach is capable of remedy and is remedied within fifteen (15) days from receipt of notice, this Agreement shall continue in full force and effect without prejudice to the rights of either party hereunder. For the avoidance of doubt, any failure by the Sponsor to pay any sum(s) due to the Club within the applicable timeframe(s) set out in this Agreement, shall constitute a material breach of this Agreement.

7. Consequences of Termination

- 7.1 Upon the expiry or earlier termination of this Agreement:
- 7.1.1 all rights and opportunities granted by the Club to the Sponsor under and pursuant to this Agreement will automatically revert to the Club and may be granted by the Club to third parties. Thereafter, the Sponsor shall not exercise, or purport to exercise, any of the Sponsorship Rights (including use or purported use of any the Club Materials) or any other right or opportunity granted under this Agreement;
- 7.1.2 the Sponsor shall, within fifteen (15) days thereof, immediately destroy or procure the destruction of the balance of quantities of promotional materials remaining in stock or otherwise under its control and shall furnish to the Club a certificate in a form acceptable to the Club evidencing such destruction;

- 7.1.3 save for historical references to the relationship which existed between them (including, in the case of the Club, as referred to in clause 4), the parties shall not make or allow to be made any representation which gives the impression that there is still a sponsorship relationship between them (unless, for the avoidance of doubt, the parties enter into a new sponsorship agreement); and
- 7.1.4 the Club shall not use or exploit its previous connection with the Sponsor, whether directly or indirectly except that for a period of up to 12 months, the Club shall be entitled (but not obliged) to continue to include the relevant Sponsor branding in respect of any licensing programme for Club-related products and services. Where the Sponsor Mark is or has already been included in such licensing programme or such related products or services (whether prior to or following such termination) such right shall be for the life of the product.
- 7.2 Expiry or termination of this Agreement shall not release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination and shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 8. Data**
- 8.1 The Club and the Sponsor acknowledge and agree that: (i) compliance with Applicable Laws relevant to the use and processing of data (including personal data) is of fundamental importance to the other. The parties hereby agree that, should data sharing between the parties become materially relevant to the operation of this Agreement, they shall liaise (each acting reasonably and in good faith) in respect of the entering into of an appropriate data processing agreement to document the agreed terms in respect of such arrangements.
- 9. Warranties and Liability**
- 9.1 The Club hereby represents and warrants that:
- 9.1.1 it has full and exclusive authority to enter into this Agreement and to grant the Sponsor the Sponsorship Rights; and
- 9.1.2 the individual executing this Agreement on behalf of the Club has all requisite corporate authority to act on behalf of the Club and to make this Agreement the valid and binding obligation of the Club.
- 9.2 The Sponsor hereby represents and warrants that:
- 9.2.1 it has full and exclusive authority to enter into this Agreement and to perform its obligations hereunder (including, for the avoidance of doubt: (i) all licences, permissions, consents, registrations and/or similar in connection with the operation of the Sponsor's business; and (ii) to grant the licence to the Sponsor Mark pursuant to clause 4; and
- 9.2.2 the individual executing this Agreement on behalf of the Sponsor has all requisite corporate authority to act on behalf of the Sponsor and to make this Agreement the valid and binding obligation of the Sponsor.
- 9.3 The Sponsor hereby agrees to indemnify, defend and hold the Club harmless, on demand, from and against any and all actions, causes of action, claims, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs, charges, penalties, fines, and expenses, including reasonable legal fees resulting therefrom, arising out of or in connection with any product liability, personal injury or other claim arising out of or as a result of or otherwise relating to the Sponsor Brands and/or the production, distribution, handling, provision, consumption of any products and/or services supplied and/or made available by the Sponsor (in all cases, including arising out of or in connection with any breach of or non-compliance with any Applicable Laws, including any failure to obtain and/or maintain requisite licences, permissions, consents, registrations and/or similar),

whether or not such claim arises during or after the Term. The provisions of clause 9.5 shall apply in respect of any such indemnity claim.

- 9.4 Notwithstanding any of the terms and conditions of this Agreement:
- 9.4.1 subject to clause 9.4.3, neither party shall be liable in contract, tort (including negligence) or otherwise for any indirect or consequential loss arising out of or in connection with this Agreement;
 - 9.4.2 subject to clause 9.4.3, the total aggregate liability of each party to the other in respect of any Year of this Agreement shall not exceed the value of the consideration payable by the Sponsor to the Club in respect of that Year (excluding when calculating the same, any obligation of that party to make payments pursuant to the terms and conditions of this Agreement); and
 - 9.4.3 clause 9.4.1 and/or clause 9.4.2 shall not limit or exclude either party's liability for death or personal injury caused by negligence, for fraudulent misrepresentation or to the extent that such limitation or exclusion is not permitted by Applicable Laws and/or in respect of any claim pursuant to an indemnity
- 9.5 In connection with the indemnities in this Agreement, where the indemnified party becomes aware of or receives correspondence in connection with any circumstances which may reasonably be considered to give rise to a liability under an indemnity (a "Claim"), the indemnified party shall:
- 9.5.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail and, at all times, keep the indemnifying party updated and provide copies of all relevant documentation;
 - 9.5.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed) provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible)) to the indemnifying party, but without obtaining the indemnifying party's consent, if the indemnified party reasonably believes the failure to settle the Claim would be prejudicial to it in any material respect;
 - 9.5.3 allow the indemnifying party to take conduct and/or control of the Claim and provide reasonably requested support and cooperation in connection with the same, or in the absence of the indemnifying party taking conduct and/or control, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.
10. **Force Majeure**
- 10.1 Neither of the parties shall be in breach of this Agreement if there is any total or partial failure or delay of performance by it of its duties and obligations (other than any obligation to make payment) under this Agreement occasioned by a reason beyond the reasonable control of that party (including any fire, act of Government or state, war, civil commotion, act of terrorism, embargo, adverse weather conditions, pandemic, epidemic and/or natural disaster), although the relevant affected party shall promptly inform the other party in writing of the reason for such delay and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.
11. **Notices**
- 11.1 Any notice or other document or materials to be given under this Agreement shall be left at or sent by first class registered or recorded mail or facsimile and marked for the attention of the individual as set out below. Any such notice, document or materials shall be deemed to have been delivered on the first working day after the same shall have been properly posted or in the case of facsimile forthwith upon transmission by the facsimile operator provided that the transmitting facsimile machine generates, upon completion of the transmission, a transmission report stating that the notice has been duly transmitted without error to the addressee's facsimile number.

If for the Club: Andrew Cullen

If for the Sponsor: Adrian White



Address:



Email:

12. Preservation of Rights

12.1 Any failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. No waiver shall be effective unless specifically made in writing and signed by a duly authorised officer of the party granting such waiver. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

13. Severability

13.1 If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part, the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.

14. Relationship of the Parties

14.1 The parties agree that nothing in this Agreement is intended to or shall constitute a partnership, joint venture or similar relationship between the parties who are in all respects independent contractors, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

15. Assignability

15.1 The Sponsor shall not without the prior consent in writing of the Club (not to be unreasonably withheld or delayed) assign, novate, charge, sub-license, sub-contract and/or otherwise transfer the benefit and/or burden of this Agreement or any of the Sponsor's rights and/or obligations under this Agreement.

15.2 Notwithstanding clause 15.1, the Sponsor shall be entitled to use third party contractors to support it with respect to its exercise of the Sponsorship Rights provided always that:

15.2.1 the Sponsor shall remain fully liable for the performance of all its obligations under this Agreement and shall, in addition, ensure that each third party complies fully with the relevant terms of this Agreement as if party hereto in place of the Sponsor;

15.2.2 if requested by the Club, the Sponsor shall take such action (including legal action) as is necessary to ensure the compliance of any such third party with the relevant terms of this Agreement or to remedy any failure in this respect; and

15.2.3 the Sponsor shall ensure that no such third party associates itself with the Club or publicises its involvement in supporting the Sponsor to exercise the Sponsorship Rights. Without limitation, the Sponsor shall ensure that no such third party shall have any branding or corporate identification on any materials or packaging which it produces for the Sponsor (except to the extent required by Applicable Laws).

15.3 The Club shall be entitled, in its sole discretion, to assign, novate, charge, sub-license, sub-contract and/or otherwise transfer the benefit and/or burden of this Agreement or any of the Club's rights and/or obligations under this Agreement.

16. Confidentiality

16.1 Each party agrees with the other: (i) to treat as confidential the contents of this Agreement, together with all other information relating to the other passing between them during the Term and/or in connection with this Agreement; and (ii) not to use and/or disclose any of the information referred to in part (i) above, in each case except for information which:

16.1.1 either party must disclose to exercise its rights and/or perform its obligations pursuant to this Agreement;

16.1.2 the parties have otherwise agreed may be disclosed; or

16.1.3 is required to be disclosed by law.

16.2 Further, the Sponsor hereby agrees and acknowledges that it shall not make any announcement in connection with the entering into, expiry/termination of and/or existence of this Agreement, save to the extent that the same is agreed pursuant to paragraph 14 of Schedule 2.

16.3 Without prejudice to clause 7.3, the obligations set out in this clause 16 shall continue after the termination or expiry of this Agreement.

17. Third Party Rights

17.1 Except where expressly provided under this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

18. Further Assurance

18.1 Each party shall (and shall use reasonable endeavours to procure that any necessary third party acting on its behalf shall), at the request and reasonable expense of the other party, execute all such documents and do all such further acts as the other party may reasonably require in order to give effect to the terms of this Agreement.

19. Entire Agreement

19.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, undertakings, representations, warranties and/or arrangements of any nature whatsoever relating thereto. Each party acknowledges and agrees that, in entering into this Agreement, it is not relying on (and will have no remedy in respect of) any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

20. Governing Law and Jurisdiction

20.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Both parties submit to the exclusive jurisdiction of the Courts of England and Wales provided that, in the event of any dispute controversy or claim arising out of or in relation to this Agreement (including breach and/or termination thereof), the parties shall in the first instance seek to resolve the same through consultation between senior representatives of each party.

IN WITNESS whereof this Agreement has been signed by the duly authorised representatives of the parties the day and year first before written.

Schedule 1

1. Club Logo



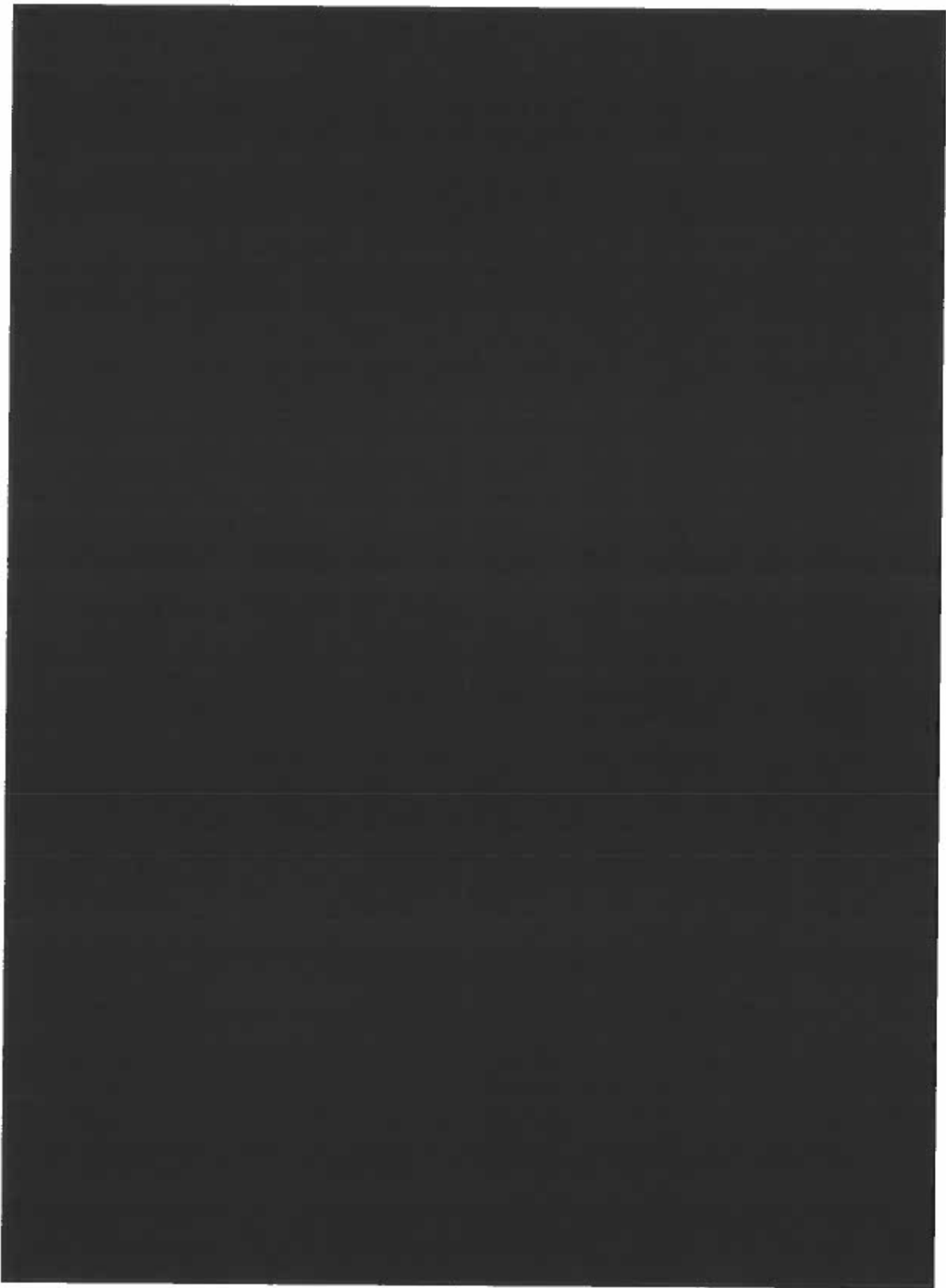
2. Sponsor Mark



Schedule 2

Sponsorship Rights











Schedule 3



Schedule 4

Consideration

1. Payments

The Sponsor shall pay the Club the following fees (plus VAT as applicable):

2021 Season (Year one): Part 1 invoice 1/11/21 £35,000 (plus VAT), Part 2 invoice 31/01/2022 £25,000 (plus VAT)

2022 Season (Year two, being the period from 1 July 2022 to 30 June 2023): £15,000 plus VAT to be invoiced 1/07/2022

2023 Season (Year three, being the period from 1 July 2023 to 30 June 2024): £50,000 plus VAT to be invoiced 01/07/2023

The Sponsors has the flexibility to increase payments in year one to suit the Sponsors budget if required.

2. General

- a. All sums payable by the Sponsor to the Club in accordance with this Schedule 4 shall be payable following receipt by the Sponsor of a valid invoice from the Club for the same.
- b. All figures stated in this Agreement are exclusive of VAT, which shall where applicable be payable in addition.

SIGNED for and on behalf of

PORTSMOUTH COMMUNITY FOOTBALL CLUB LIMITED

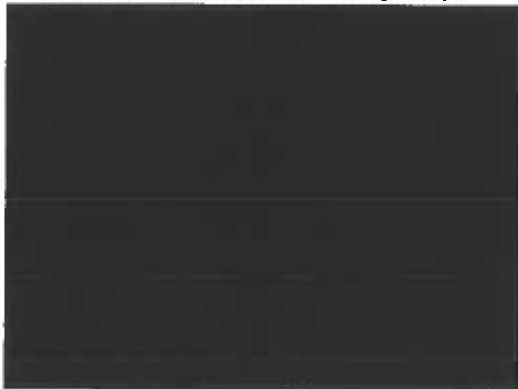
by the following duly authorised signatory:



SIGNED for and on behalf of

CAYMAN ISLANDS DEPARTMENT OF TOURISM

by the following duly authorised signatory:





Weybridge Vandals Rugby Football Club
Brownacres,
Desborough Island,
Walton on Thames, Surrey, KT12 1QP

www.weybridgevandals.com

E-mail: weybridgevandalsrfcsponsorship@gmail.com

Tel: 01932 227659

12th October 2020

Dear [REDACTED]

SPONSORSHIP

Thank you for agreeing to sponsor Weybridge Vandals RFC. I am please to confirm the following arrangements:

Parties:

Weybridge Vandals RFC
Brownacres
Walton on Thames
KT12 1QP

And

Cayman Islands Department of Tourism
Dover House
34 Dover Street
London
W1S 4NG

Term:

1st October 2020 to 1st October 2022

Agreement:

- [REDACTED]



- The sponsorship fee is £6,720 plus VAT for the first year and £5,000 plus VAT for year two and three and shall be payable as follows:
 - First year first instalment £4220 plus VAT payable within seven days of this contract being signed and the second instalment of £2500 plus VAT by January 31st 2021.
 - Second year £5,000 plus VAT payable by 1st October 2021
 - Third year (optional) £5,000 plus VAT payable by 1st October 2022.

Please could you indicate your agreement to the above terms by signing and returning to us the attached copy of this letter.

For and on behalf of Weybridge Vandals RFC



For and on behalf of Cayman Islands Department of Tourism



Agreement

Between

Cayman Islands Department of Tourism

("CIDOT")
Dover House
34 Dover Street
London W1S 4NG

&

Old Cranleighan Hockey Club
Thames Ditton KT7 0HB

CIDOT wish to agree a sponsorship with Old Cranleighan Hockey Club, to become, official club sponsor for the Colts, associate-sponsor Men's and Ladies teams and Official Tourism Partner for the club

The parties understanding of the discussions are as follows:

Term

- 3 seasons - 2019 – 2020, 2020 – 2021 and 2021 - 2022 inclusive

CIDOT would provide Old Cranleighan Hockey Club for each year of the agreement;

- £2,500.00 [REDACTED]

CIDOT would provide Old Cranleighan Hockey Club for the first year of the agreement;

- £2,500.00 [REDACTED]
- £5,000.00 [REDACTED]

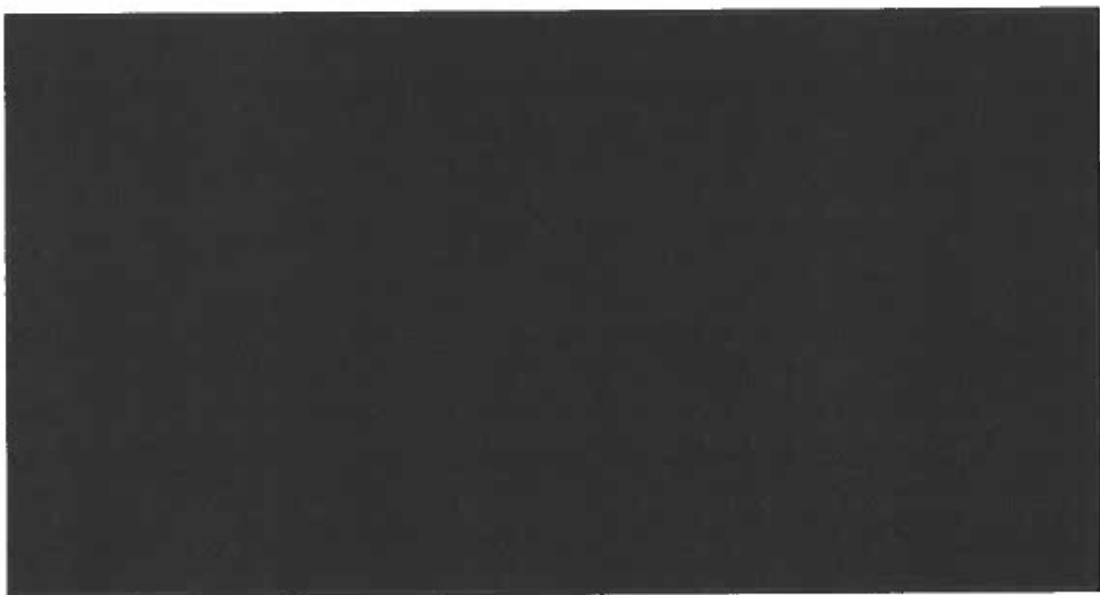
CIDOT would provide Old Cranleighan Hockey Club for the second year of the agreement;

- £2,500.00 [REDACTED]
- £5,000.00 [REDACTED]

CIDOT would provide Old Cranleighan Hockey Club for the third year of the agreement;

- £2,500.00 [REDACTED]
- £5,000.00 [REDACTED]

OC HOCKEY CLUB would provide CIDOT;



OC HOCKEY CLUB and CIDOT



For CIDOT



Date 01/09/19

For OC HOCKEY CLUB



Dated 16th July 2020

PORSCHE CARS GREAT BRITAIN LIMITED (1)

AND

CAYMAN ISLANDS DEPARTMENT OF TOURISM (2)

SPONSORSHIP AGREEMENT

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THIS AGREEMENT is made on 16th July 2020

BETWEEN

- (1) **PORSCHE CARS GREAT BRITAIN LIMITED**, a company incorporated in England, with registered number 00861097 and whose registered address is Bath Road, Calcot, Reading, RG31 7SE ("**Porsche**"); and
- (2) **CAYMAN ISLANDS DEPARTMENT OF TOURISM**, located at Government Administration Building, 133 Elgin Avenue, George Town, Grand Cayman, KY1-9000, Cayman Islands (the "**Sponsor**"),

each a "**Party**" and together, the "**Parties**".

WHEREAS

- (A) Porsche is the authorised importer and distributor of Porsche branded motor vehicles for the United Kingdom and Ireland. Porsche promotes a racing competition in Great Britain featuring Porsche 718 Cayman GT4 Clubsport cars, known as at the date of this Agreement as the Porsche Sprint Challenge Great Britain championship (the "**Championship**").
- (B) The Sponsor wishes to acquire, and Porsche wishes to grant to the Sponsor, the Sponsor Rights solely in relation to the Championship in accordance with the terms of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 The following terms used in this Agreement shall have the following meanings:

"**Agreement**" means this agreement (including the recitals) and includes all Schedules and any other documents attached to it or incorporated into it by reference;

"**Applicable Law**" means in respect of either Party, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction which are applicable to the performance by that Party of its obligations or the enjoyment of its rights under this Agreement;

"**Business Days**" means any day on which the banks are open for business in the city of London;

"**Cars**" means the Porsche 718 Cayman GT4 Clubsport cars entered into the Championship;

"**Championship**" has the meaning given to it in recital (A);

"**Championship Logo**" means the logo of the Championship, being a composite of a Porsche Mark and a Sponsor Mark, as set out in Schedule 3;

"**Championship Marks**" means the Championship Name and the Championship Logo; and

"**Championship Name**" means the official name of the Championship to be known as 'The Cayman Islands Porsche Sprint Challenge Great Britain';

"**Championship Website**" means <https://www.porsche.com/uk/motorsportandevents/porschesprintchallengegreatbritain/> once it has been made available or such other URL as notified by Porsche to the Sponsor;

"**Confidential Information**" means the terms of this Agreement, all matters relating or connected to its operation, and all information or data of a confidential nature of a Party which is disclosed or otherwise comes into the other Party's possession directly or indirectly as a result of this Agreement;

"**Control**" means, in respect of a company, the holding of shares (directly or indirectly) in that company bearing the majority of the voting rights attaching to all the shares in that company, or having the power to control by any means the composition of the board of directors of that company;

"**controller**", "**personal data**" and "**processing**" shall be interpreted in accordance with the GDPR;

"**Corporate Communication Guidelines**" means the guidelines issued from time to time by Porsche with respect to: (i) the exploitation of sponsorship rights; (ii) the representation of Porsche and any member of Porsche's Group; and/or (iii) the representation of the Intellectual Property Rights of Porsche and any member of Porsche's Group;

"**Data Protection Legislation**" means the GDPR, the UK Data Protection Act 2018, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;

"**Designations**" means those designations listed in paragraph 1 of Schedule 1;

"**Effective Date**" means the date set out at the start of this Agreement;

"**Event of Force Majeure**" means, in relation to a Party, a circumstance beyond the reasonable control of that Party, which prevents, hinders or delays the performance by that Party of its applicable obligations under this Agreement other than a lack of available funds impacting a payment obligation of the Party, including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action or significant threat of terrorist action or civil commotion;

"**FIA**" means the Fédération Internationale de l'Automobile or any replacement or successor regulator of international motorsport from time to time during the Term;

"**GDPR**" means, in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679; and (ii) Regulation (EU) 2016/679 as amended by any legislation arising out of the withdrawal of the UK from the European Union;

"**Group**" means, in respect of a Party, that Party together with its holding companies and subsidiaries and the subsidiaries of its holding companies, and "**holding company**" and "**subsidiary**" have the meanings given to them in Section 1159 of the Companies Act 2006;

"**Intellectual Property Rights**" means all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including all: (a) patents, registered trademarks, service marks, copyright, designs and any and all applications for registration of any of the same wheresoever made; (b) unregistered trademarks, service marks, designs, design right and copyright; and (c) know how, trade secrets and Confidential Information howsoever arising and any right or interest in any of the foregoing;

"**Motorsport UK**" means the Royal Automobile Club Motor Sports Association Limited or any replacement or successor regulator of motorsport in the UK from time to time during the Term;

"**Partners**" means any person appointed from time to time during the Term as an official partner or sponsor of, or an official supplier of, the Championship;

"Porsche Race Centre" means the hospitality venue hosted by Porsche at each Race Weekend;

"Product Licensee" means any person appointed from time to time during the Term to manufacture and sell Championship-related products and merchandise;

"Porsche Marks" means the trademarks owned by Porsche as amended from time to time;

"Porsche Social Media Profiles" means each of the official social media profiles of Porsche (currently being Facebook, Instagram, Twitter and LinkedIn) from time to time during the Term;

"Porsche Website" means the official website of Porsche which, as at the Effective Date, is <https://www.porsche.com/uk/>;

"Protected Category" means the travel, tourism and holiday destination sector;

"Race Weekend" means each race weekend (including any Friday testing prior to that race weekend) that forms part of the Championship (such race weekends to be determined by Porsche at its sole discretion);

"Racing Rules and Regulations" means the statutes, bye-laws, rules, regulations, directives, requirements and promotional, marketing and commercial agreements and arrangements from time to time during the Term of any Sports Regulatory Body;

"Regulations" means Applicable Laws and the Racing Rules and Regulations;

"Season" means each season of the Championship during the Term typically commencing in April and ending in September in the same calendar year;

"Sponsor's Business" means the business conducted by the Sponsor under the Sponsor Marks in the Protected Category;

"Sponsor Fees" means a sum equal to £144,666.67 plus VAT;

"Sponsor Marks" means the trademarks set out in Schedule 2;

"Sponsor Materials" means promotional, marketing, advertising, point of sale and/or publicity materials and all other materials of any nature in any form, format or medium, whether now existing or hereafter invented, which include any Designations, Championship Marks, or which otherwise utilise, refer to or relate to the Sponsor Rights in any manner, or which refer to or create an association with Porsche and/or the Championship in any manner whatsoever including all details of any competitions, promotions and/or promotional events or activities proposed to be undertaken by the Sponsor in connection with this Agreement;

"Sponsor Rights" means the sponsorship rights and benefits in relation to the Championship set out in Schedule 1;

"Sponsor Website" means <https://www.visitcaymanislands.com/en-gb/>;

"Sports Regulatory Body" means each of the Motorsport UK, the FIA, BARC (TOCA) Limited and any other motorsport governing body or other entity to which the Championship is subject and/or which is responsible for organising and/or regulating any aspect of the Championship;

"Term" means the period commencing on the Effective Date and covering two Seasons, ending on 31 December 2021;

"Territory" means the world;



"Value in Kind" means those services being supplied as partial consideration for the grant of the Sponsor Rights as detailed in Clause 8.3; and

"VAT" means value added tax or other similar tax, charge or levy.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any reference to a "recital", "Clause" or "Schedule" is to the relevant recital, clause or schedule of or to this Agreement;

1.2.2 the table of contents and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 any references to a "person" or "entity" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

1.2.5 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2.6 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.7 in writing includes by email unless otherwise indicated.

1.3 All the terms and provisions of this Agreement, including all rights granted to the Sponsor, are subject to and limited by the Regulations and any restrictions on use contained therein. In the event of any conflict or inconsistency between the provisions of this Agreement and any Regulation, the relevant Regulation shall prevail. For the avoidance of doubt, Porsche shall not be in breach of this Agreement by virtue of any action that it takes or omits to take as a consequence of the Regulations.

1.4 All consents, approvals, notices, directions and/or instructions which are required to be given or obtained pursuant to this Agreement shall be given in writing unless otherwise stated.

2. TERM

2.1 This Agreement shall come into effect upon the Effective Date and, subject to earlier termination in accordance with this Agreement, shall continue in force until the expiry of the Term.

2.2 Porsche shall, if requested by the Sponsor, discuss with the Sponsor the possibility of a renewal or extension of this Agreement beyond the Term on terms to be agreed between the Parties.

3. GRANT OF RIGHTS

3.1 In consideration of and subject to the Sponsor's payment of the Sponsor Fees, Porsche grants the Sponsor Rights to the Sponsor during the Term in the Territory solely in relation to the Championship and in connection with the advertisement and promotion of the Sponsor's Business and in accordance with the terms of this Agreement.

3.2 Save as expressly set out in this Agreement, and subject to Clause 3.4, Porsche will not grant to any third party any of the Sponsor Rights for exercise in relation to the Championship during the Term in

connection with the advertisement and promotion of products or services within the Protected Category in the Territory.

3.3 All rights not expressly granted to the Sponsor under this Agreement are hereby reserved by Porsche for exploitation as it shall see fit. For the avoidance of doubt and without limitation, save as expressly set out in this Agreement, the Sponsor is granted no sponsorship or other advertising or promotional rights under this Agreement in respect of:

3.3.1 Porsche or its Group Companies;

3.3.2 the Cars, the drivers and/or the teams that compete in the Championship; or

3.3.3 any other racing championships promoted or otherwise associated with Porsche (including, for the avoidance of doubt, any Porsche Sprint Challenge taking place outside of Great Britain).

3.4 The Sponsor acknowledges and agrees that:

3.4.1 Porsche shall be entitled to grant sponsorship rights to third parties who may produce, market and/or sell products within the Protected Category in the Championship, provided that Porsche does not authorise such third parties to use such rights in connection with the advertisement and promotion of products within the Protected Category;

3.4.2 for the avoidance of doubt, Porsche may purchase products and/or services within the Protected Category from third parties for use in the operation of Porsche's business without restriction, provided that such third parties are not granted sponsorship or other similar rights of association with the Championship;

3.4.3 for the avoidance of doubt, the drivers and/or teams that compete in the Championship shall be entitled to grant sponsorship rights in relation to the Championship to third parties who may produce, market and/or sell products within the Protected Category and such third parties shall be authorised to use such rights in connection with the advertisement and promotion of products within the Protected Category; and

3.4.4 Porsche shall not be obliged to amend any materials or products in relation to the Championship created or ordered by Porsche prior to the Effective Date.

3.5 If Porsche fails to deliver any Sponsor Rights to the Sponsor as a consequence of:

3.5.1 a change in Regulations;

3.5.2 a Force Majeure Event; or

3.5.3 a breach of this Agreement by the Sponsor,

then the Sponsor shall have no right or remedy in respect of the same.

4. SPONSOR FEES

4.1 In consideration of the Sponsor Rights granted by Porsche to the Sponsor hereunder, the Sponsor shall pay the Sponsor Fee to Porsche in the following instalments on or before the following dates:

Date	Amount (excluding VAT)
The Effective Date	£32,333.33
31 May 2020	£40,000

31 January 2021	£32,333.34
31 May 2021	£40,000
Total	£144,666.67

- 4.2 All sums payable by the Sponsor to Porsche under this Agreement shall be paid in pounds sterling to the account specified by Porsche in writing, at the cost of the Sponsor.
- 4.3 Without prejudice to the Sponsor's obligation to make payment of all sums due to Porsche on or before the relevant due dates, Porsche shall provide the Sponsor with an invoice (if applicable a VAT invoice) for all sums due to it pursuant to this Agreement at least 30 days prior to the due date for payment of the same.
- 4.4 Porsche shall provide the Sponsor with an invoice (if applicable a VAT invoice) in respect of the instalment of the Sponsor Fee that is due and payable on the date of signature of this Agreement as soon as reasonably practicable following signature of the Agreement. The Sponsor shall pay the relevant instalment of the Sponsor Fee to Porsche on the Effective Date irrespective of whether or not the Sponsor has received the relevant invoice at such time.
- 4.5 All sums payable by the Sponsor to Porsche under this Agreement are exclusive of any VAT, which shall be charged thereon in accordance with the relevant regulations in force at the time of making the taxable supply and which shall be paid by the Sponsor in accordance with the terms of this Agreement together with the relevant payment of monies by the Sponsor to Porsche.
- 4.6 Payment of all amounts payable by the Sponsor hereunder shall be made in full without any set off, deduction or other withholding whatsoever. If, notwithstanding the previous sentence, the Sponsor is required by law to make any deduction or withholding from any sum payable by it to Porsche under this Agreement it shall pay such increased sum as will, after the deduction or withholding has been made, leave Porsche with the same amount as it would have been entitled to receive in the absence of such requirement to make a deduction or withholding. In such event the Sponsor shall promptly pay the withheld amount to the relevant tax authority in accordance with the applicable requirements and deliver to Porsche all applicable certificates and/or other documentation in respect of such payment.
- 4.7 Time shall be of the essence for all payments due from the Sponsor to Porsche under this Clause 4.
- 4.8 The Value in Kind is exclusive of any applicable VAT and the Sponsor shall provide an invoice (if applicable a VAT invoice) for its supply of the Value in Kind within 30 days of the end of each Season. Following receipt of such invoice, Porsche shall issue the Sponsor with an invoice (if applicable a VAT invoice) of equivalent value by return, stamped as paid in respect of the supply of those Sponsor Rights that are provided in consideration of the Value in Kind.
- 4.9 Porsche may (in addition to, and not in substitution for any of its other rights and remedies under this Agreement or in law) suspend delivery to the Sponsor of any or all of the Sponsor Rights during any period in which the Sponsor is in material breach of this Agreement and/or during any period in which monies due to Porsche from the Sponsor are overdue.
- 4.10 Porsche may (in addition to, and not in substitution for any of its other rights and remedies under this Agreement or in law) charge interest on all payments due to it from the Sponsor which are not paid on or before their due date for payment, both before and after judgment, accruing at the rate of 3% per annum above the base rate of HSBC plc (or, if such rate is not available, the nearest equivalent rate of another clearing bank in the City of London nominated by Porsche) for the time being in force from the due date for payment to the date when payment in full is actually received by Porsche. Interest on late payments shall be compounded monthly and shall continue to accrue notwithstanding termination of this Agreement for any cause whatsoever.

4.11 For the avoidance of doubt, save as expressly set out in this Agreement the Sponsor shall be responsible for any and all costs incurred by or on behalf of the Sponsor in connection with the use and/or exploitation of the Sponsor Rights.

5. APPROVALS

5.1 All exploitation of the Sponsor Rights requires the prior written approval of Porsche in accordance with this Clause 5.

5.2 The Sponsor shall submit to Porsche, for Porsche's prior written approval, details of all proposed exploitation of the Sponsor Rights together, where applicable, with electronic samples (followed by physical samples where reasonably requested) of all proposed Sponsor Materials for prior approval by Porsche at least seven Business Days before each intended production, publication or use of such Sponsor Materials, together with full details of any and all intended uses by the Sponsor of such Sponsor Materials.

5.3 Porsche shall use reasonable endeavours to notify Porsche of its approval or disapproval as soon as reasonably practicable. Where relevant, Porsche shall specify any amendments or modifications which Porsche requires to be made in relation to the material or samples submitted to it in order for Porsche to provide the requested approval. Where Porsche requires amendments to any materials or samples submitted to it, the Sponsor shall make such amendments and resubmit its request for approval to Porsche if the Sponsor wishes to pursue its request for approval of the same.

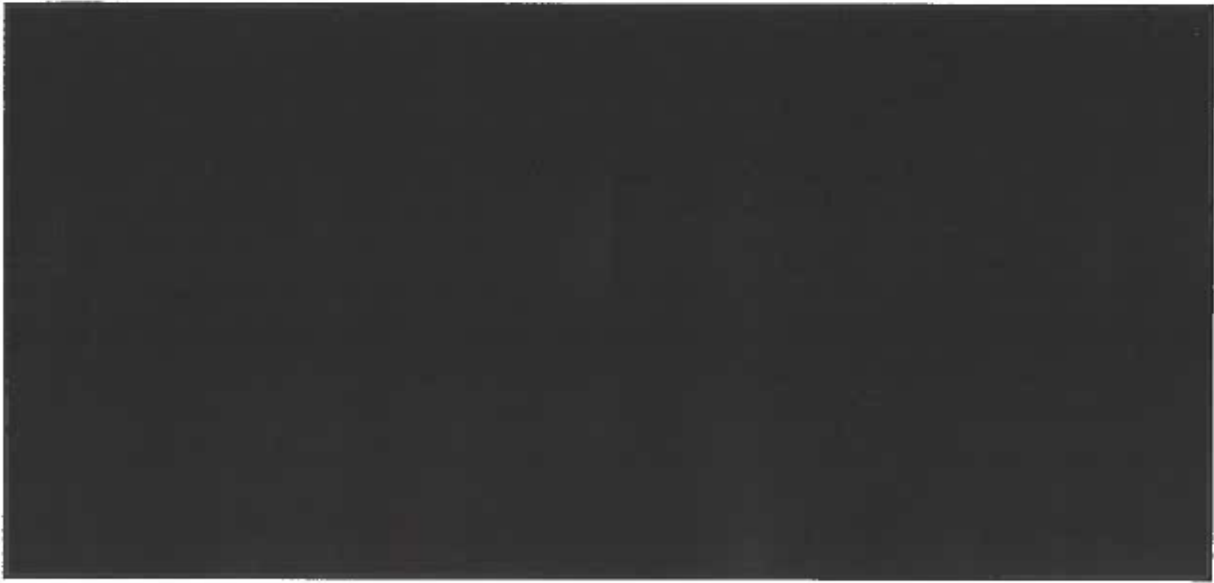
5.4 The Sponsor shall ensure that any exploitation of the Sponsor Rights and any use of the Sponsor Materials complies and conforms in all respects to the written approval by Porsche.

5.5 If Porsche fails for any reason to notify the Sponsor whether an approval is given, this shall not be deemed to be an approval.

6. INTELLECTUAL PROPERTY RIGHTS

Championship Marks





Sponsor Marks





7. INDEMNITIES

- 7.1 The Sponsor shall fully and effectively indemnify and keep indemnified Porsche and each member of its Group on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses) resulting from or arising out of:
 - 7.1.1 any claim or allegation that the use by or on behalf of Porsche or any member of Porsche's Group, or any of Porsche's licensees permitted under this Agreement, of the Sponsor Marks (including as part of the Championship Marks), in each case in accordance with the terms of this Agreement, infringes any Intellectual Property Right of any third party; and
 - 7.1.2 any use by the Sponsor of the Championship Marks (or any part thereof) and/or the Sponsor Materials other than in accordance with the terms of this Agreement; and
 - 7.1.3 any breach, or alleged breach, by the Sponsor of Clauses 16, 18 and 19.
- 7.2 If Porsche seeks to rely on the indemnities under this Clauses 7, Porsche shall:
 - 7.2.1 promptly notify the Sponsor of any claim or legal proceeding which gives rise to such right;
 - 7.2.2 afford the Sponsor the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding (subject to being fully indemnified by the Sponsor);
 - 7.2.3 fully co-operate with reasonable requests of the Sponsor at the Sponsor's reasonable expense in its participation and control of any compromise, settlement or resolution or other disposition of such claim or proceeding; and
 - 7.2.4 take all such steps as the Sponsor may reasonably request to mitigate any liability, costs, damages, losses and expenses in the contest of the subject matter of such indemnity.

8. SPONSOR OBLIGATIONS



[REDACTED]

8.3

[REDACTED]

[REDACTED]

9. REPRESENTATIONS AND WARRANTIES

9.1 Porsche warrants and undertakes to the Sponsor that:

- 9.1.1 it is free to enter into this Agreement and has the right to grant the rights purported to be granted hereunder;
- 9.1.2 it and its representatives are authorised to sign this Agreement and that it and its board of directors or other competent corporate body (where applicable) have taken all action required by the law of its place of incorporation, its memorandum or articles of association, by-laws or otherwise, to authorise execution of this Agreement and the consummation of the transactions contemplated hereby; and
- 9.1.3 it is duly organised and validly existing under the laws of its place of incorporation at the date of execution of this Agreement and shall remain so throughout the Term and any extension thereof provided for herein.

9.2 The Sponsor represents, warrants and undertakes to Porsche that:

- 9.2.1 it is free to enter into this Agreement and has the right to grant the rights purported to be granted hereunder;
- 9.2.2 it and its representatives are authorised to sign this Agreement and that it and its board of directors or other competent corporate body (where applicable) have taken all action required by the law of its place of incorporation, its memorandum or articles of association, by-laws or otherwise, to authorise execution of this Agreement and the consummation of the transactions contemplated hereby;



- 9.2.3 it is duly organised and validly existing under the laws of its place of incorporation at the date of execution of this Agreement and shall remain so throughout the Term and any extension thereof provided for herein;
 - 9.2.4 it will comply with all Regulations and the provisions of the Corporate Communication Guidelines in the performance of its obligations and exercise of its rights under this Agreement;
 - 9.2.5 it will exercise the Sponsor Rights solely in relation to the Championship strictly in accordance with the terms of this Agreement;
 - 9.2.6 it will only exercise the Sponsor Rights in relation to the Sponsor's Business and will not exercise the Sponsor Rights in relation to any person, product or service falling outside the Protected Category; nor will it exercise the Sponsor Rights in such a manner that confusion may arise in the minds of the public as to the services for which the Sponsor has been granted the Sponsor Rights;
 - 9.2.7 the use by Porsche of the Sponsor Marks in accordance with this Agreement shall not infringe the rights (including the Intellectual Property Rights) of any third party;
 - 9.2.8 it will not without the prior written approval of Porsche engage in any joint promotional activity or otherwise exploit any of the Sponsor Rights with or in connection with any third party or sub-license the Sponsor Rights to any third party; nor will it exercise the Sponsor Rights in such a manner that confusion may arise in the minds of the public as to the identity of the person to whom Porsche has granted the Sponsor Rights. Without prejudice to the generality of the foregoing, it shall ensure that no trademark, logo or designation other than the Championship Marks, Designations or the Sponsor Marks will be visible on the Sponsor Materials which promote the same without the prior written approval of Porsche;
 - 9.2.9 it will not without the prior written approval of Porsche in accordance with Clause 5, exploit any of the Sponsor Rights and/or use any Sponsor Materials;
 - 9.2.10 it will promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of Porsche in relation to the exercise of the Sponsor Rights; and
 - 9.2.11 it shall not, and shall procure that none of its Group Companies or its or their directors, employees or other members of staff make any defamatory or derogatory statements or take part in any activities or use the Sponsor Rights in any manner which might be derogatory to or is or might otherwise be detrimental to the reputation, image or goodwill of Porsche, the Championship, Porsche's Group Companies, the Cars, the drivers or teams participating in the Championship or the other sponsors or licensees of the Championship.
- 9.3 The Sponsor hereby expressly acknowledges that nothing in this Agreement imposes or implies any obligation or warranty on the part of Porsche as to the attainment or maintenance of any level of performance or reliability of the Cars in the Championship.

10. TERMINATION

- 10.1 Either Party (the "**terminating Party**") may terminate this Agreement immediately on giving written notice to the other Party if:
 - 10.1.1 the other Party commits a material breach of this Agreement other than as a consequence of a Force Majeure Event, provided that if the breach is capable of remedy such notice shall only be given if the other Party has failed to remedy the same within 14 days of having been given written notice specifying the breach and requiring it to be remedied;

- 10.1.2 the other Party is prevented from performing its obligations hereunder to a material extent due to a Force Majeure Event for a period of 60 consecutive days;
 - 10.1.3 any procedure is commenced with a view to the winding-up or re-organisation of the other Party, save that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction with the prior approval of the terminating Party (such approval not to be unreasonably withheld, conditioned or delayed);
 - 10.1.4 any step is taken, or any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to the other Party of all or substantially all of its assets;
 - 10.1.5 the holder of any security over all or substantially all of the assets of the other Party takes any step to enforce that security;
 - 10.1.6 all or substantially all of the assets of the other Party are subject to attachment, sequestration, execution or any similar process;
 - 10.1.7 the other Party is unable to pay its debts as they fall due;
 - 10.1.8 the other Party enters into, or any step is taken, whether by the board of directors of the other Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including, but not limited to, a company voluntary arrangement or a deed of arrangement; or
 - 10.1.9 the other Party enters into, or any step is taken, whether by the board of directors of the other Party or otherwise, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in Clauses 10.1.3 to 10.1.8 above.
- 10.2 Porsche may terminate this Agreement immediately on giving written notice to the Sponsor in the event that:
- 10.2.1 the Championship is cancelled for any reason; and/or
 - 10.2.2 there is any breach of Clause 9.2.11.

11. CONSEQUENCES OF TERMINATION

- 11.1 Upon expiry or earlier termination of this Agreement for whatever reason:
- 11.1.1 the Sponsor shall immediately cease to exercise and shall not recommence the exercise of the Sponsor Rights or the right to use the Championship Marks and shall at the discretion of Porsche either promptly deliver to Porsche or destroy all materials relating to the Sponsor Rights as are in the Sponsor's control or possession or which bear the Championship Marks or Designations or any part thereof;
 - 11.1.2 subject to Clause 11.3, Porsche shall as soon as reasonably practicable cease to exercise and shall not recommence the exercise of any rights granted under this Agreement to use the Sponsor Marks;
 - 11.1.3 the Sponsor shall immediately pay all sums due to Porsche as at the date of termination or expiry of this Agreement;
 - 11.1.4 save for when this Agreement has been terminated by Porsche under Clauses 10.1 or 10.2, Porsche shall reimburse the Sponsor a pro-rata proportion of any Sponsor Fees prepaid by the Sponsor for the period following the termination date of this Agreement (the Parties

acknowledge and agree that the Sponsor Fees for each Season shall be pro-rated evenly between the six Race Weekends for that Season);

- 11.1.5 the Sponsor shall still provide the Value in Kind to the winners of the professional category and amateur category of the Championship for the Season in which the Agreement terminated; and
 - 11.1.6 each Party shall either (i) return to the other Party any Confidential Information of that other Party or (ii) destroy the same (and in the case of any electronically held information or documentation by erasing it from the magnetic media on which it is stored) and, confirm to the other Party in writing that they have been destroyed.
- 11.2 Termination of this Agreement or any part thereof shall operate without prejudice to the Parties' accrued rights and obligations under this Agreement.
- 11.3 Porsche shall be entitled to use the Championship Marks (including the Sponsor Marks) and Sponsor Marks after the termination of this Agreement to the extent required for the following purposes (and such use shall be on a royalty-free basis):
- 11.3.1 for inclusion in presentations, annual reports and/or other corporate literature; and
 - 11.3.2 for the exploitation of any visual and/or audio-visual material which includes any Championship Marks.
- 11.4 Expiry, or termination of this Agreement by either Party and for any reason, shall be without prejudice to any rights or obligations that have accrued to either Party as at the date of such expiry or termination and shall be without prejudice to those Clauses the survival of which is necessary for the interpretation or enforcement of the Agreement which shall continue to have effect following expiry or termination, including Clauses 1, 5, 7, 11, 12, 16, 25, 30 and 31.
- 12. LIMITATION OF LIABILITY**
- 12.1 Each Party shall be liable to the other as expressly provided in this Agreement but shall have no other obligation, duty or liability to the other whatsoever in contract, tort or otherwise (including liability for any negligent act or omission) in relation to the matters referred to in this Agreement.
- 12.2 Nothing in this Agreement shall exclude or restrict either Party's liability for its fraud or fraudulent misrepresentation or for death or personal injury resulting from its negligence or any other liability that cannot be excluded or restricted by law.
- 12.3 Subject to Clause 12.2, neither Party shall be liable to the other Party, whether in contract, tort (including any liability for any negligent act or omission) or otherwise, for any indirect or consequential losses or for any loss of business, contracts, anticipated savings or wasted expenditure, howsoever arising.
- 12.4 Subject to Clause 12.2, Porsche's maximum liability to the Sponsor under or in relation to this Agreement, whether in contract, tort (including any liability for any negligent act or omission) or otherwise shall be limited in the aggregate (i.e. whether the liability arises out of only one or more than one separate incidents during the Term) to a sum equal to the Sponsor Fees.
- 12.5 For the avoidance of doubt, nothing in this Clause 12 shall exclude or limit the Sponsor's obligation to pay the Sponsor Fee or provide the Value in Kind or other sums that have fallen due in accordance with the terms of this Agreement or would have fallen due but for the Sponsor's breach of contract or duty (as the case may be).



13. INSURANCE

- 13.1 The Sponsor shall effect and maintain throughout the Term with a reputable insurer all insurance policies appropriate (and at appropriate levels per claim) in relation to the types of liabilities the Sponsor may incur under this Agreement.
- 13.2 The Sponsor shall not do, take, or fail to take, any reasonable action, or (insofar as it is within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any of the insurance policies maintained in accordance with Clause 13.1.

14. ASSIGNMENT

- 14.1 Subject to Clause 14.2, neither Party may assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or its rights or obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 14.2 Porsche may engage the services of sub-contractors to perform any of its obligations hereunder provided that Porsche acknowledges that it shall remain fully responsible for the proper and complete discharge of all such obligations and shall remain liable for all acts and omissions of such sub-contractors as if they were acts and omissions of Porsche.

15. FORCE MAJEURE

- 15.1 If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by an Event of Force Majeure (save for any event governed by Clause 16) that Party (the "Claiming Party") shall, as soon as reasonably possible, serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to the Event of Force Majeure and shall, subject to service of such notice, have no liability in respect of any delay in performance or any non-performance of its obligations (save in respect of any payment obligations which shall continue in full force and effect) to the extent that the delay or non-performance is due to the Event of Force Majeure, provided that the Claiming Party has used reasonable endeavours to mitigate the effect of the Event of Force Majeure and to carry on its obligations under this Agreement in any other way that is reasonably practicable.
- 15.2 The Claiming Party shall promptly notify the other Party in writing of the cessation of the Event of Force Majeure and shall resume performance of its obligations under this Agreement.

16. COVID-19

- 16.1 In the event that Porsche, in its sole discretion, cancels a Race Weekend and such decision is based on the effects of the outbreak of COVID-19, Porsche shall:
- 16.1.1 serve notice in writing to the Sponsor of such cancellation; and
- 16.1.2 provide to the Sponsor alternative rights that, in its reasonable opinion, are at least of an equivalent value to those which the Sponsor should have received for that cancelled Race Weekend which have not been delivered by Porsche,
- and this shall be the Sponsor's sole and exclusive remedy for such non-delivery.
- 16.2 In the event that Porsche, in its sole discretion, cancels two or more consecutive Race Weekends in a Season and such decision is based on the effects of the outbreak of COVID-19, Porsche shall:
- 16.2.1 serve notice in writing to the Sponsor of such cancellation; and

16.2.2 propose to the Sponsor a reduction to the Sponsor Fees, it being acknowledged that the reduction shall take into account: (a) if the Sponsor has benefitted from alternative rights in accordance with clause 16.1 over the first cancelled Race Weekend; and (b) any Sponsor Rights which the Sponsor is still able to benefit from regardless of the cancellations (for example, via online promotional material). If the Sponsor does not agree with the proposed reduction in the Sponsor Fees then either Party may refer the matter to an independent third party expert agreed between the Parties (or in the event that the Parties fail to agree on the identity of the independent third party expert, an independent third party expert appointed by Sports Resolutions (UK) (a trading name of the Sports Dispute Resolution Panel Limited – Company No. 3351039)). Any person to whom a reference is made under this clause 16.2.2 shall act as an expert and not as an arbitrator and shall be entitled to appoint such technical expert or experts as he considers necessary to assist him in determining the amount of reduction to the Sponsor Fees. The decision of the expert (which shall be given in writing) must be made no more than 30 days after his/her appointment and shall be binding on the Parties save in the case of manifest error. Each Party shall provide the expert with such information as he may reasonably require for the purposes of determination. The costs of any expert (including the costs of any technical expert appointed by him) shall be borne equally,

and this shall be the Sponsor's sole and exclusive remedy for such non-delivery.

16.3 For the avoidance of doubt, in the event that Porsche, in its sole discretion, postpones a Race Weekend to another date during the Term and such decision is based on the effects of the outbreak of COVID-19, this shall not be deemed to be a breach by Porsche of its obligations under this Agreement.

17. CONFIDENTIALITY AND ANNOUNCEMENTS

17.1 Each Party agrees to keep all Confidential Information confidential at all times and shall not use such Confidential Information other than as required to perform its obligations and exercise its rights hereunder and shall not disclose such Confidential Information except:

17.1.1 where it is strictly necessary to do so in connection with the implementation and performance of this Agreement;

17.1.2 to its legal and financial advisers, auditors, banks and any agents and trustees of such banks, financial institutions or counterparties; and

17.1.3 with the prior written consent of the Party that owns such Confidential Information or to which such Confidential Information relates,

provided that in all cases the disclosing Party informs the recipient of the confidential nature of the Confidential Information before disclosing the same to it and the disclosing Party is, at all times, responsible for the recipient's compliance with the confidentiality obligations set out in this Agreement.

17.2 The provisions of Clause 17.1 shall not apply to Confidential Information which:

17.2.1 the receiving Party is able to prove was already in its possession at the date it was received or obtained;

17.2.2 the receiving Party obtains from some other person with good legal title thereto;

17.2.3 comes into the public domain otherwise than through the default or negligence of the receiving Party;

17.2.4 is independently developed by or for the receiving Party; or



- 17.2.5 the receiving Party is required to disclose by law or by the rules of any governmental or other regulatory body including any applicable stock exchange 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 this disclosure as possible and takes into account the reasonable requests of the other Party in relation to the content of this disclosure.
- 17.3 Neither Party shall issue any press release or make any public announcement or public comment in respect of or relating to this Agreement or its subject matter without the prior consent of the other Party except as required by law or by any legal or regulatory authority or the terms of this Agreement. In the event that either Party is required by law or by any legal or regulatory authority, including any applicable stock exchange, to issue a press release or make an announcement, that Party, to the extent it is legally permitted to do so, shall give the other Party as much notice of this release or announcement as possible and take into account the reasonable requests of the other Party in relation to the content of the release or announcement.

18. DATA PROTECTION

- 18.1 Each of Porsche and the Sponsor agree that they act as independent controllers in relation to the personal data they each process in connection with the Agreement.
- 18.2 The Parties shall process personal data in connection with the Agreement in compliance with the Data Protection Legislation and each Party shall be responsible for its own compliance with Data Protection Legislation.

19. ANTI-BRIBERY AND MODERN SLAVERY

Bribery Act 2010

- 19.1 Each Party shall comply and ensure that its employees, representatives, subcontractors and agents comply with and perform all their obligations under this Agreement in accordance with the Bribery Act 2010.
- 19.2 Each Party agrees to maintain in place throughout the Term policies and procedures to ensure compliance with the Bribery Act 2010.
- 19.3 If either Party learns of or has reason to believe that any payment, offer or agreement relating to this Agreement that is contemplated or that has occurred and that represents or could represent a violation of the Bribery Act 2010, it shall immediately so advise the other Party in writing.
- 19.4 Each Party shall be permitted to take reasonable steps to avoid, mitigate or investigate any actual or potential violation of the Bribery Act 2010. Each Party agrees to cooperate with the other Party as it exercises its rights under this Clause 19.4.
- 19.5 Each Party may disclose this Agreement and any information that it obtains hereunder to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the Bribery Act 2010.
- 19.6 Each Party shall promptly notify the other upon learning or forming a reasonable belief that it, directly or through any agent or service provider, made or received any payment, offer or agreement in connection with this Agreement that is punishable under the Bribery Act 2010.
- 19.7 Each Party shall ensure that all persons associated with it or performing services or providing goods in connection with this Agreement comply with the provisions of this Clause 19.

Modern Slavery Act 2015

- 19.8 In performing its obligations under this Agreement, the Sponsor shall:
- 19.8.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015;
 - 19.8.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 19.8.3 (without prejudice to Clause 14) include in contracts with any subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 19.8.

20. NOTICES

20.1 Any notice or other communication given or made under this Agreement shall be in writing and shall be served by hand delivering it or sending it by prepaid recorded delivery (including special delivery) or registered post or by email to the address and for the attention of the relevant Party set out in Clause 20.2 (or as otherwise notified by that Party under this Clause 20). Any notice shall be deemed to have been received:

- 20.1.1 If hand delivered or sent by recorded delivery or registered post, at the time of delivery; and
- 20.1.2 in the case of email, at the time of transmission (unless the sender receives an "out of office" notification and/or a notification that such email has not been successfully delivered),

provided that if deemed receipt occurs before 9.00a.m. on a Business Day the notice shall be deemed to have been received at 9.00a.m. on that day, and if deemed receipt occurs after 5.00p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00a.m. on the next Business Day.

20.2 The addresses and email addresses of the Parties for the purposes of Clause 20.1 are:

Porsche

Address:

Email:

The Sponsor

Address:

Email:

or such other address or email address as may be notified in writing from time to time by the relevant Party to the other Party. Any change to the place of service shall take effect five Business Days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.



- 20.3 Notices given under this Agreement shall be validly served if sent by email, save in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement or the legal relationships established by this Agreement.

21. SEVERANCE AND INVALIDITY

- 21.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 21.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.
- 21.3 The Parties agree, in the circumstances referred to in Clause 21.1 and if Clause 21.2 does not apply, to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

22. APPROVALS, WAIVER AND CUMULATIVE REMEDIES

- 22.1 The exercise by either Party of its rights under this Agreement to approve any matter shall not lead to that Party assuming responsibility for any rights or obligations of the other Party pursuant to this Agreement and any such approval shall not relieve the other Party of any of its obligations under this Agreement save for the obligation to obtain the relevant approval.
- 22.2 Save as otherwise provided in this Agreement, in no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 22.3 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies provided by law or otherwise.

23. MODIFICATION OR VARIATION

- 23.1 No modification or variation of this Agreement (including this Clause 23.1), or of any document entered into pursuant to or in connection with this Agreement, shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.
- 23.2 Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provision of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

24. COSTS

Each Party shall be responsible for its own legal costs and other expenses incurred in relation to the preparation and execution of this Agreement, the performance of its obligations hereunder, and the exercise of any right of audit, inspection or similar right hereunder, save where expressly stated otherwise in this Agreement.

25. THIRD PARTY RIGHTS

Notwithstanding any other provision of this Agreement, none of the terms of this Agreement (other than Clause 7.1) shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a Party to this Agreement.

26. ENTIRE AGREEMENT

- 26.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. It replaces and extinguishes all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.
- 26.2 Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement at any time before its signature (together "Pre-Contractual Statements"), other than those which are set out in this Agreement.
- 26.3 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 26.4 Nothing in this Clause 26 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

27. NO PARTNERSHIP

This Agreement shall not make either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. In all respects, each Party shall act at all times as an independent contractor for all purposes of this Agreement.

28. FURTHER ASSURANCE

Each Party shall at the request of the other Party, and at the requesting Party's reasonable cost, execute or cause to be executed all documents, and do or cause to be done all further acts and things, consistent with the terms of this Agreement that the requesting Party may from time to time reasonably require in order to give full effect to the terms of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by the Parties on separate counterparts, and by separate signatories of each Party on separate counterparts, but shall not be effective until each specified signatory of each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Agreement shall be governed by and interpreted under the laws of England and Wales.
- 30.2 Each Party agrees that any dispute (contractual or non-contractual) arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be submitted to the exclusive jurisdiction of the English courts.

31. AGENT FOR SERVICE

Without prejudice to the rights of Porsche to employ any method of service of process permitted by law, the Sponsor irrevocably appoints Adrian White (marked for the personal attention of Regional Manager UK & Europe, Cayman Islands Department of Tourism) (from time to time) as its authorised agent for the purpose of accepting service of process for all purposes in connection with this Agreement. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Sponsor). If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Sponsor shall immediately appoint a substitute and deliver to Porsche the new agent's name, address and fax number within England or Wales.

IN WITNES

the day and year first before written.

Signed by _____
for and on _____

PORSCHE G

Signed by _____
for and on _____

PORSCHE G

Signed by _____
for and on _____

CAYMAN ISLANDS DEPARTMENT OF TOURISM



Schedule 1
Sponsor Rights





Schedule 2

Sponsor Marks

PRINT



DIGITAL



Schedule 3

Championship Logo


PORSCHE
SPRINT CHALLENGE
GREAT BRITAIN

TITLE SPONSOR

CAYMAN ISLANDS 

PORSCHE
SPRINT CHALLENGE
GREAT BRITAIN

TITLE SPONSOR

CAYMAN ISLANDS 

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CAYMAN ISLANDS 

PORSCHE

SPRINT CHALLENGE
GREAT BRITAIN

TITLE SPONSOR

CAYMAN ISLANDS 

Schedule 4

Car and collateral visuals



PORSCHE
SPRINT CHALLENGE
GREAT BRITAIN

 Reserved for
Championship use.





This Letter of Intent is made upon the day of 03/02/2020

Between

Nova Marketing Consultancy Limited a company registered in England and Wales and having its registered office at Newcastle House, Albany Court, Monarch Road, Newcastle Upon Tyne NE4 7YB ("Nova"); Nova trade under the name **The Great Run Company (GRC)** and;

Cayman Islands Department of Tourism a company registered in England and Wales and having its registered offices at Dover House, 34 Dover Street, London, W1S 4NG

Introduction

A. The Great Run Company (GRC) is the owner of the Great Run Series, a national series of mass participation running events

B. Cayman Islands Department of Tourism has agreed to purchase commercial rights at the following events for the purpose of promoting tourism to the Cayman Islands:

- John West Great North Swim, 5th-7th June 2020
- Great North Run, 13th September 2020
- Great South Run, 18th October 2020

C. This LOI is intended to be legally binding upon the parties signing this agreement

1. Commercial Terms

The Great Run Company and Cayman Islands Department of Tourism have agreed:

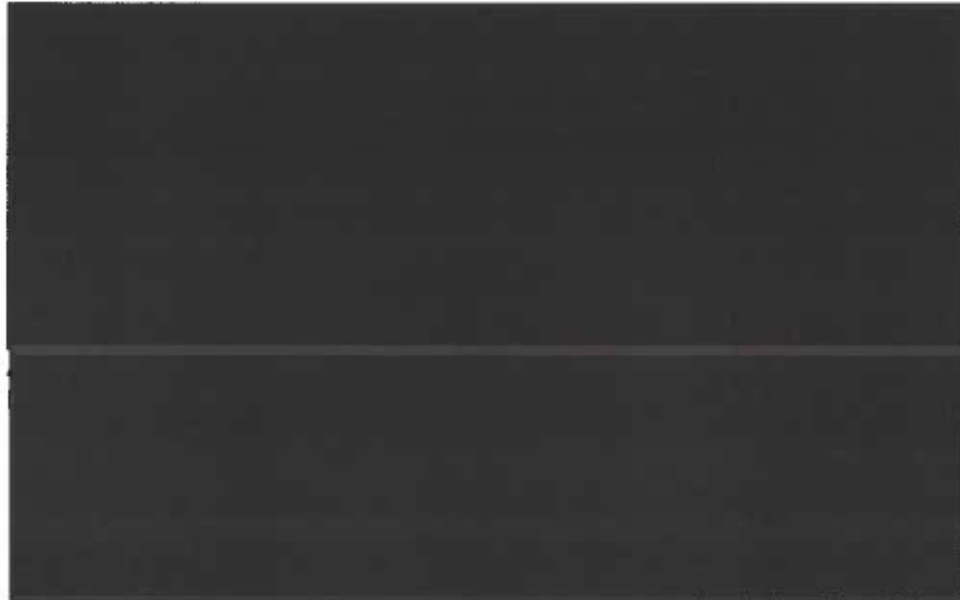
a. The Term

This Heads Agreement shall commence on the date of signature and will run up until the 30th November 2020.

b. The Fee

In consideration for the grant of the rights set out in this LOI, Cayman Islands Department of Tourism agrees to provide the Great Run Company with:

- £9,000 +VAT to be invoiced upon the date of signature of this agreement and paid within 30 days.

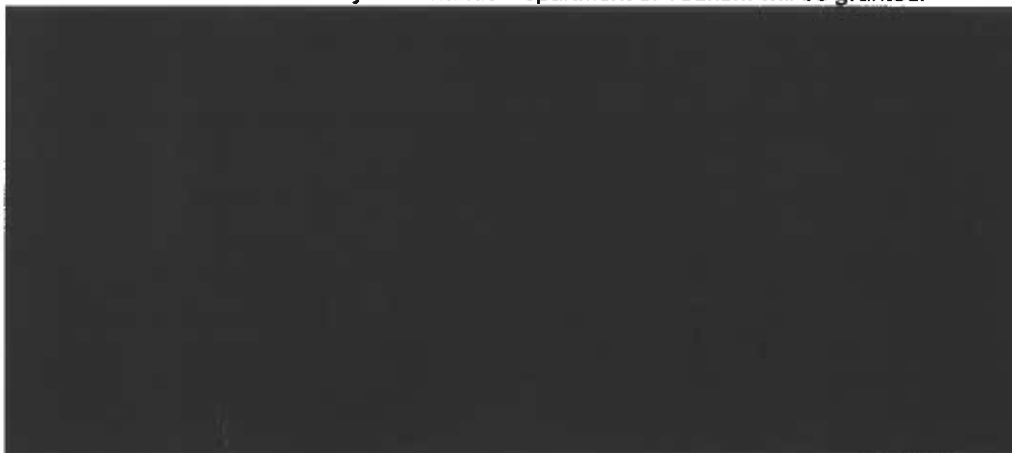


All fees stated above are exclusive of UK VAT which shall be added thereto.

All sums payable by the Sponsor to the Great Run Company shall be settled within 30 days of a valid VAT invoice being issued by the Great Run Company to the Sponsor. The invoice shall be raised as soon as the contract is signed.

c. The Rights

In consideration of the fee Cayman Islands Department of Tourism will be granted:







2. Confidentiality

- a. Both parties shall keep secret and confidential all confidential information belonging to the other party (including any information concerning the affairs, business, financial information, plans or strategies of the disclosing party or its group companies) disclosed or obtained as a result of the discussions between the parties under this LOI and shall not use nor disclose the same save for the purposes of the proper performance of this LOI or with the prior written consent of the other party.
- b. The obligations of this clause shall survive termination and expiry of this LOI.
- c. Either party shall be entitled to disclose the other party's confidential information: (i) to such of its employees, officers, representatives or advisers who need to receive the same in relation to this LOI, or (ii) as required by a competent court or governmental or regulatory body, or by the operation of law.

3. Intellectual Property

- a. Save for the Sponsor's trademarks, or in relation to materials created specifically by or for the Sponsor, or as otherwise provided in this clause, all intellectual property rights arising out of the organisation of GRC's events belong and shall belong exclusively to GRC. Nothing in this LOI shall pass to the Sponsor any rights of title or ownership in such intellectual property rights.
- b. The parties shall provide mutual licences (without fee) of their respective logos and other relevant intellectual property rights to enable them to carry out their obligations under the LOI and gain full benefit from the sponsorship rights.

4. Data Protection

- a. The parties shall comply at all times with the Data Protection Act 1998 and other applicable data protection legislation ("Data Protection Legislation") and shall not perform their respective obligations under this LOI in such a way as to cause either party to breach any of its applicable obligations under the Data Protection Legislation.

5. General

- a. The parties are responsible for their own costs incurred in connection with this LOI.
- b. No third party who is not a party to this LOI shall have any rights under this LOI or have any right to enforce any of its terms.



- c. This LOI shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear any claim or dispute arising out of or in connection with this LOI.

6. Termination

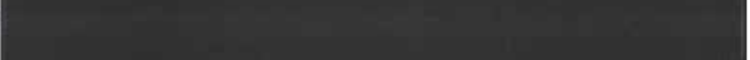
- a. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, GRC may terminate this Agreement without liability to the other on giving the other not less than 14 days written notice if;
- b. the sponsor repeatedly breaches any of the terms of this Agreement (in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; Or
- c. as a result of any act or omission by the sponsor that adversely affects the image or reputation of the GRC: Or as a result of non payment of an invoice



Signed by an authorised signatory For and on behalf of The Great Run Company

Signed: 
Name: 
Job Title: 
Date: 

**Signed by an authorised signatory For and on behalf of Cayman Islands
Department of Tourism**

Signed: 
Name: 
Job Title: 
Date: 