

## SPONSORSHIP AGREEMENT (TEMPLATE)

### BETWEEN:

- (A) (Your organisation) and
- (B) ?? (Sponsor or Supply Partner)

### BACKGROUND:

- (A) Description of your organisation.
- (B) The Sponsor/Supply Partner is.
- (C) Your Organisation has agreed to grant, and the Sponsor/Supply Partner has agreed to acquire, certain sponsorship / marketing rights and benefits in connection with the sponsorship on the terms and conditions set out in the Particulars of this Agreement.

### PARTICULARS:

|    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 1. | <b>Grant of Rights and Benefits</b> | Subject to the performance by the Sponsor/Supply Partner of its other obligations set out herein including payment/provision of the consideration set out below, Your Organisation hereby grants to the Sponsor/Supply Partner for use in relation to the marketing, promotion and provision of products/services in the Sponsorship Category, the rights and benefits specified in <b>Schedule 1</b> to be exercised in the Territory during the Term.                                                 |
| 2. | <b>Sponsorship Category</b>         | Insulated drink ware?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3. | <b>Territory</b>                    | New Zealand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4. | <b>Term</b>                         | This Agreement will come into effect on the date of execution of this Agreement by both parties and will continue until <b>31 July 2022</b> (initial term expiry) unless terminated subject to any termination clauses below.                                                                                                                                                                                                                                                                           |
| 4A | <b>Option to Renew</b>              | The Sponsor/Supply Partner will have an option to renew this Agreement for further term, by entering into negotiations with Your Organisation at least 3 months before the initial term expiry.                                                                                                                                                                                                                                                                                                         |
| 5. | <b>Exclusivity</b>                  | The rights and opportunities granted by to the Sponsor/Supply Partner under this Agreement are exclusive in that Your Organisation has not granted, and will not grant, any rights and benefits which are the same as (or substantially similar to) the Rights and Benefits granted to the Sponsor/Supply Partner to a Competitor.                                                                                                                                                                      |
| 6. | <b>Competitor</b>                   | Competitor means an organisation that provides products in the Sponsorship Category in direct competition with the Sponsor/Supply Partner; but does not include an organisation that, while a trade competitor in the Sponsorship Category, has been granted sponsorship rights and benefits by Your Organisation in a different sponsorship category - provided that such organisation does not activate the sponsorship rights and benefits granted by Your Organisation in the Sponsorship Category. |
| 7. | <b>Reservation</b>                  | The rights and opportunities granted by Your Organisation to the Sponsor/Supply Partner under this Agreement represent the entire extent of the rights granted to the Sponsor/Supply Partner and are limited to the Sponsorship Category. All rights and opportunities not expressly granted to the Sponsor/Supply Partner under this Agreement are reserved by Your Organisation for use and exploitation at Your Organisation's absolute discretion.                                                  |

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| 8.  | <b>Event Trademarks</b>                         | <p><b>Your Organisation</b> is licensed to use and is permitted to licence the right for the <b>Sponsor/Supply Partner</b> use the Event Trademarks outlined in <b>Schedule 3</b>.</p> <p>The <b>Sponsor/Supply Partner</b> acknowledges and agrees that all intellectual property rights and goodwill in (and in relation to) the Event Trademarks will remain with <b>Your Organisation</b> (both during and after the Term).</p> <p>Any and all uses of the Event Trademarks by the <b>Sponsor/Supply Partner</b> will reproduce fully, accurately and without embellishment the colour, design and appearance of the Event Trademarks, and will comply fully with any brand guidelines (or any other instructions) that may be developed or notified by <b>Your Organisation</b>.</p>                                                                                                                                                                                                                                                                                                                                  |
| 9.  | <b>Sponsor/Supply Partner Trademark</b>         | <p>During the Term, and subject at all times to <b>Your Organisation</b> first receiving the <b>Sponsors/Supply Partner's</b> prior approval under clause 10:</p> <ul style="list-style-type: none"> <li>- the <b>Sponsor/Supply Partner</b> will grant a non-exclusive, non-transferrable, non-sublicensable, revocable right to use its Trademark to <b>Your Organisation</b> for the purpose of promoting the sponsorship of the events:</li> </ul> <p><b>Your Organisation</b> acknowledges and agrees that all intellectual property rights and goodwill in (and in relation to) the <b>Sponsor/Supply Partner</b> Trademark will remain with the owner of the <b>Sponsor/Supply Partner</b> Trademark.</p> <p>Any and all uses of the <b>Sponsor/Supply Partner</b> Trademark by <b>Your Organisation</b> will be checked before publication/ production and will be reproduced fully, accurately and without embellishment with the colour, design and appearance of the trademarks, and will comply fully with any brand guidelines (or any other instructions) notified by the <b>Sponsor/Supply Partner</b>.</p> |
| 10. | <b>Approvals</b>                                | The parties acknowledge and agree that each and every use of their respective trademarks and brand will require the other's prior written approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11. | <b>Representation, warranty and undertaking</b> | Each party represents, warrants, and undertakes to the other that it has, and will continue to have throughout the Term, the full right and authority to enter into this Agreement and to perform its obligations under this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12. | <b>Consideration</b>                            | <p>In consideration of the rights and benefits granted by <b>Your Organisation</b> to the <b>Sponsor/Supply Partner</b> (as set out above and detailed in Schedule 1), the <b>Sponsor/Supply Partner</b> will Supply the following consideration to <b>Your Organisation</b>:</p> <ul style="list-style-type: none"> <li>(i) Payment of \$???? + GST on or before Date</li> <li>(ii) Supply of XYZ</li> </ul> <p>Option to add a CPI adjustment for a multi-year deal</p> <ul style="list-style-type: none"> <li>(i) Payments in year XYZ and XYZ will be subject to a CPI adjustment of XX% base on information released by Stats NZ.</li> </ul> <p>Option to have KPI based incentives –</p> <ul style="list-style-type: none"> <li>(ii) Additional payment to be made when PCNZ achieves. <ul style="list-style-type: none"> <li>a. Introduction of XX sales leads</li> <li>b. XX sales using promo code – etc.</li> </ul> </li> </ul>                                                                                                                                                                                  |
| 14. | <b>Goods and Services Tax</b>                   | <b>Your Organisation</b> 's grant and provision of the rights and benefits to the <b>Sponsor/Supply Partner</b> will constitute the making of periodic taxable supplies under the Goods and Services Tax Act 1985.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|            |                        | <b>Your Organisation</b> will issue a GST tax invoice to the <b>Sponsor/Supply Partner</b> for each periodic taxable supply of rights and benefits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>15.</b> | <b>Force Majeure</b>   | <p><b>(a) Force Majeure:</b></p> <p>In the event of this Agreement (or any of the events within) being rendered incapable of performance by any party by a Force Majeure Event (defined below), then such non-performance will not constitute a breach of this Agreement. Subject to (b) below the party in default will be excused for the non-performance of such obligations under this Agreement. In good faith both parties will meet to discuss alternative events, rights and benefits that can be provided in place of the events listed in schedule 1</p> <p><b>(b) Duration:</b></p> <p>This period of excused non-performance will be limited to the duration of the Force Majeure Event provided that the party in default must take all appropriate steps to minimise the duration and impact of the Force Majeure Event;</p> <p><b>(d) Force Majeure Event:</b></p> <p>For the purpose of this clause, Force Majeure Event means an event that renders this Agreement incapable of performance by any party for any reason beyond its reasonable control; such as a serious fire; storm; flood; earthquake; explosion; acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act; sabotage; epidemic/pandemic; embargoes; strikes and/or labour disputes of a person other than a party; acts of God; or acts of any government whether national, municipal or otherwise (or any agency thereof), power unexpected system, service or equipment failure or outage, which affects the performance of any provision of this Agreement by that party. For the avoidance of doubt, a Force Majeure Event does not include either party being unable to fulfil its obligations under this Agreement as a result of a lack of funds or being or becoming insolvent.</p> |
| <b>16.</b> | <b>Confidentiality</b> | <p>During the Term of this Agreement, each party will hold and maintain all confidential information shared between them in confidence and will not, without the prior written consent of the other, directly or indirectly at any time for any reason:</p> <p>(a) use any information for any purpose outside the context of this Agreement.</p> <p>(b) disclose any information to any person, firm, company or other organisation (excluding a party's professional advisers who are under a duty of confidentiality to the disclosing party).</p> <p>(c) copy any information, or any material containing information, for personal use or for use by any third party; or</p> <p>(d) disclose to any third party any information concerning the terms or subject matter of this Agreement,</p> <p>(e) Should any information on this agreement enter the public domain that has not been mutually agreed, neither party shall make comment without first obtaining the written consent from the other party. This obligation will survive the expiry or termination of this Agreement.</p> <p>With the exception of clause 16 (e ) above, the above confidentiality restrictions do not apply to any disclosures that are required by a law, a court order, an applicable securities/stock exchange or a request or demand by another judicial or duly authorised governmental representative; provided,</p>                                                                                                                                                                                                                                                                                                                                                                                          |

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|     |                           | however, that the disclosing party will, to the extent reasonably practicable, advise the other in advance of any such required disclosure in order to allow the other to try to obtain an appropriate protective order against such disclosure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17. | <b>Dispute Resolution</b> | <p>(a) <b>Dispute:</b> A dispute arises at any time while there is a genuine dispute relating in any way to this Agreement (<b>Dispute</b>).</p> <p>(b) <b>Dispute Notice:</b> A party may, at any time while there is a Dispute, give written notice (<b>Notice</b>) to the other party specifying:</p> <ul style="list-style-type: none"> <li>(i) the subject matter of the Dispute; and</li> <li>(ii) requiring that the parties meet within 14 days after delivery of the Notice, to attempt to resolve the Dispute (<b>Dispute Resolution Meeting</b>).</li> </ul> <p>(c) <b>Submission to Mediation:</b> If:</p> <ul style="list-style-type: none"> <li>(i) the parties fail to resolve the Dispute at the Dispute Resolution Meeting;</li> <li>(iii) a party fails or refuses to attend the Dispute Resolution Meeting within the 14 day period referred to in (b) above; or</li> <li>(iii) a party fails or refuses to attend the Dispute Resolution Meeting at the time and venue agreed in writing between the parties,</li> </ul> <p>then either party may submit the Dispute to mediation by a single mediator agreed upon in writing by them.</p> <p>(d) <b>Mediation Procedure:</b> If the parties are unable to agree on a mediator within 7 days after the submission to mediation, the mediator will be nominated by the President for the time being of the New Zealand Law Society. In the event of any submission to mediation:</p> <ul style="list-style-type: none"> <li>(i) the mediator will not be acting as an expert or as an arbitrator;</li> <li>(ii) the mediator will determine the procedure, venue, time, and timetable for the mediation; and</li> <li>(iii) the parties will share equally the cost of the mediation.</li> </ul> |
| 18. | <b>Termination</b>        | <p>(a) <b>Each party may terminate:</b> Either party may terminate this Agreement immediately upon the giving of notice to the other party if:</p> <ul style="list-style-type: none"> <li>(i) the other party is in material breach of the terms and conditions of this Agreement and fails to remedy the default within fifteen (15) days after written notice requiring the remedy of the breach;</li> <li>(ii) the other party ceases or threatens to cease to carry on its business, or fails to comply with a statutory demand;</li> <li>(iii) the other party is insolvent, or a court is required to presume that it is insolvent;</li> <li>(iv) an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps are taken for the other party's winding up or dissolution, or the other party</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|  |  | <p>enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or any of them; or</p> <p>(v) an administrator is appointed over all or any of the other party's assets or undertaking, any step preliminary to the appointment of an administrator is taken, or a controller or similar officer is appointed to all of the other party's assets or undertaking; or</p> <p>(vi) by mutual agreement, executed in writing by both parties.</p> <p>(b) <b>Consequences of Termination:</b> In the event of termination of this Agreement for any reason, or upon the expiry of this Agreement (whichever is the earlier):</p> <p><b>Your Organisation</b> must:</p> <p>(i) from the date of receipt of the notice of termination (or if there is no such notice then upon the expiry of this Agreement) cease using the <b>Sponsor/Supply Partner</b> Logo and/or other <b>Sponsor/Supply Partner</b> Intellectual Property;</p> <p>(ii) from the date of termination or expiry (whichever is the earlier) ensure any document, advertisement, or other material in its possession or control which refers to any association with the <b>Sponsor/Supply Partner</b> or includes any <b>Sponsor/Supply Partner</b> Logo or other <b>Sponsor/Supply Partner</b> Intellectual Property is removed from display and/or distribution as soon as practicable and by no later than fifteen (15) days after the expiry date of the Term or the date on which notice of termination is given (whichever is the earlier);</p> <p>(iii) from the date of termination or expiry (whichever is the earlier) not in any way hold itself out as having a continuing sponsorship/marketing association with the <b>Sponsor/Supply Partner</b>; and</p> <p>(iv) from the date of termination or expiry (whichever is the earlier) not use and return (or on the <b>Sponsor/Supply Partner's</b> instruction destroy) any information or material concerning the <b>Sponsor/Supply Partner</b> which it has acquired in the course of, or incidental to, this Agreement, including all <b>Sponsor/Supply Partner</b> Intellectual Property.</p> <p><b>Sponsor/Supply Partner</b> must:</p> <p>(v) from the date of receipt of the notice of termination (or if there is no such notice then upon the expiry of this Agreement) cease using the <b>Your Organisation</b> Logos and/or other <b>Your Organisation</b> Intellectual Property;</p> <p>(vi) from the date of termination or expiry (whichever is the earlier) ensure any document, advertisement, or other material in its possession or control which refers to any association with <b>Your Organisation</b> or includes any <b>Your Organisation</b> Logos or other <b>Your Organisation</b> Intellectual Property is removed from display and/or distribution as soon as practicable and by no later than fifteen (15) days after the expiry date of the Term or the date on which notice of termination is given (whichever is the earlier);</p> |
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|     |                     | <p>(vii) from the date of termination or expiry (whichever is the earlier) not in any way hold itself out as having a continuing sponsorship/marketing association with <b>Your Organisation</b>, including not referring to itself, or holding itself out as, a <b>Sponsor/Supply Partner</b> of <b>Your Organisation</b>; and</p> <p>(viii) from the date of termination or expiry (whichever is the earlier) not use and return (or on <b>Your Organisation's</b> instruction destroy) any information or material concerning <b>Your Organisation</b> which it has acquired in the course of, or incidental to, this Agreement, including all <b>Your Organisation</b> Intellectual Property.</p> <p>(c) <b>Effect of termination:</b> Any termination of this Agreement will be without prejudice to any existing rights or claims that either the <b>Sponsor/Supply Partner</b> or <b>Your Organisation</b> may have against the other and, except as specifically described in this Agreement, will not relieve either the Partner or <b>Your Organisation</b> from fulfilling their obligations accrued prior to termination. In the event of termination of this Agreement as a result of <b>Sponsor/Supply Partner's</b> breach, the <b>Sponsor/Supply Partner</b> will be liable to pay to <b>Your Organisation</b> the balance of the cash consideration that is due and owing for the remainder of the Term and which, at the date of termination remains unpaid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 19. | <b>Legal effect</b> | This Agreement will be legally binding upon signature by the parties and will govern the relationship between the parties in relation to its subject-matter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 20. | <b>General</b>      | <p>(a) <b>Additional costs:</b> The <b>Sponsor/Supply Partner</b> understands that any activations, or additional costs outside of the defined activities in clause such as but not limited to: bespoke content generation (unless otherwise agreed, can be organised by <b>Your Organisation</b> but paid by <b>Sponsor</b>), onsite activations (organised by <b>Your Organisation</b> but paid by <b>Sponsor</b>), will be at the cost of <b>the Supply Partner</b>. Within reason most of these activation and benefits will be co-ordinated with <b>Your Organisation</b>.</p> <p>(b) <b>Mutual warranties:</b> Each party warrants, represents and undertakes to the other that it has the right to enter into and fully perform this Agreement and that it is and will remain in full compliance with all applicable laws and regulations relating to such performance.</p> <p>(c) <b>Entire agreement:</b> This Agreement supersedes any previous agreement, oral or written, between the parties in relation to the matters dealt with in this Agreement and represents (together with any documents incorporated by reference) the entire understanding between the parties relating to the matters dealt with in this Agreement.</p> <p>(d) <b>Waiver:</b> No party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by that party. A failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this Agreement.</p> <p>(e) <b>Remedies Cumulative:</b> Except as otherwise expressly provided by this Agreement, all rights and remedies available to any party under or for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be, nor be deemed to be, an election of such right or remedy to the exclusion of other rights and remedies.</p> |

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|     |                      | <p>(f) <b>Severability:</b> Any unlawful or voidable provision in this Agreement shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate this Agreement.</p> <p>(g) <b>Notices:</b> Each notice, agreement and other communication (each a "communication") to be given, delivered or made under this Agreement is to be in writing and may be sent from one party to the other by personal delivery, post, or email to the known address of the relevant party or to any other address from time to time designated for that purpose. Any communication received after 5pm or on a day which is not a normal business day in the place of receipt shall be deemed not to have been received until the next business day in the place of receipt.</p> <p>(h) <b>Assignment and Sub-contracting:</b> Except for where permitted in the Key Terms, neither party will assign, transfer or sub-contract (but excluding the production of the Event) any benefits in this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).</p> <p>(i) <b>No Partnership/Agency:</b> Nothing contained in this Agreement is deemed to constitute the parties as Partners nor, except as otherwise expressly provided in this Agreement constitute any party the agent, employee or legal representative of another party. No party has authority to act or to assume any obligation or liability on behalf of any other party except as expressly provided in this Agreement.</p> <p>(j) <b>Counterparts:</b> This Agreement may be signed in two or more counterparts (including scanned PDF copies), all of which when taken together shall constitute one and the same instrument and a binding and enforceable agreement between the parties. No counterpart shall be effective until each party has executed at least one counterpart.</p> <p>(k) <b>Liability:</b> Neither party shall be liable to the other party for any consequential or indirect losses arising under or in connection with this Agreement and, in no circumstances, will either party's total aggregate liability to the other party arising under or in connection with this Agreement (whether in contract, tort including negligence, or under statute) exceed the total consideration paid or provided by the <b>Sponsor/Supply Partner</b> to <b>Your Organisation</b>.</p> |
| 21. | <b>Governing law</b> | This Agreement will be governed by and construed in accordance with <b>your chosen country's</b> law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

#### EXECUTION BY THE PARTIES

DATE: **xx/xx/xxxx**

**SIGNED** for and on behalf of  
**Your Organisation** by:

\_\_\_\_\_  
Name,  
Title of Authorised Signatory

**SIGNED** for and on behalf of  
**Company Name** by:

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name and title of Authorised Signatory

## **SCHEDULE 1**

### **Rights and Benefits**

The following are the rights and benefits granted to the **Sponsor/Supply Partner**, in exchange for the Consideration paid by the **Sponsor/Supply Partner**:

Note – all rights and benefits are co-ordinated by **Your Organisation** on behalf of the **Sponsor/Supply Partner**.

| <b>Asset</b>         | <b>Description</b>                                                                                          |
|----------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Designation</b>   | <b>Official ?? of the ??</b>                                                                                |
| <b>Signage</b>       | <b>○ ??</b><br><b>Signage Production is at sponsor's cost, quote to be agreed by the sponsor in writing</b> |
| <b>Product usage</b> | <b>• Product used for:</b><br><b>○ ??</b>                                                                   |
| <b>Activation</b>    | <b>• ??</b>                                                                                                 |
| <b>Other</b>         | <b>• ??</b>                                                                                                 |

## **SCHEDULE 3**

**Your Organisation** Trademarks

**Insert logos and links to brand guidelines etc.**

**Sponsor/Supply Partner** Trademark

**[Sponsors trademark to be inserted]**