

## **Terms and Conditions of Sponsorship (T&C)**

Please read these T&C very carefully. By completing and returning the Sponsorship Request Form, you are deemed to have read and accepted these T&C. If you do not accept these T&C, do not complete or sign the Sponsorship Request Form.

### **1. Definitions and Interpretation**

In these T&C, the following words shall have the following meanings:

Agreement – means the Sponsorship Letter and these T&C which together form a legally binding contract between us and you;

Logo – means our logo as supplied to you from time to time;

Marks – means any logos or names relating to you;

Project – as defined in the Sponsorship Letter;

Sponsorship Fee - the sponsorship fee paid by us to you for the Project as set out in the Sponsorship Letter;

Sponsorship Letter - the sponsorship letter which accompanies these T&C and which sets out the terms of the sponsorship;

we, us or our – EET Fuels (with registered company number 07071400) of 5th Floor, The Administration Building, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, CH65 4HB;

you or your - the person to who we have paid the Sponsorship Fee whose details appear in the Sponsorship Letter.

### **2. Conditions of the Sponsorship**

You warrant that any information that you provide to us is accurate and complete (for example, information about yourself, the purpose for which you require the Sponsorship Fee, and any costs or expenses that you will incur or have incurred in connection with this Agreement).

You must use the Sponsorship Fee solely and exclusively for the Project. You must not use the Sponsorship Fee for any other purpose without our prior written consent.

You must not do or omit to do (or permit the doing or omission of) anything which may cause damage to our reputation or cause us to lose any licence, authority, consent or permission upon which we rely for the purpose of conducting our business.

You warrant and undertake that you shall seek to promote a favourable image of the Project and shall not make any critical or adverse comments regarding us in public. You further warrant that you shall not make any representation or give any warranty on our behalf.

You must report to us on as to progress of the Project from time to time and no less than every six (6) months and comply with our reasonable instructions.

### **3. Refund / Return of the Sponsorship Fee**

You must notify us in writing immediately if any of the following occurs and shall give us full details of the relevant circumstances:

- a. you no longer require the Sponsorship Fee;

- b. the Project for which we provided the Sponsorship Fee changes. For example, if the event or programme which the Project relates to has been cancelled or the topic has been varied;
- c. the Sponsorship Fee that we have sent to you is greater than the costs that you would incur for the Project;
- d. you do not spend all of the Sponsorship Fee on the Project.

In addition to providing notice to us under clause 3, unless we have agreed in writing that you may use the Sponsorship Fee for another purpose, you must promptly return the Sponsorship Fee to us. Where you have already spent part of the Sponsorship Fee on the Project, you shall return such proportion of the Sponsorship Fee to us that has not been spent. You can return the Sponsorship Fee to us by cheque payable to Essar Oil (UK) Limited to the address set out in clause 5 or by direct payment to our bank account, the details of which we will provide to you upon request.

We may (acting reasonably) carry out such checks and/or request such evidence from you or a third party as we believe necessary to verify that you have spent the Sponsorship Fee solely on the Project. You will provide us with such information and cooperation as we may reasonably request for this purpose. If: (a) we find that you have spent the Sponsorship Fee (or any part of it) on any purpose for which you have not obtained our written consent; or (b) that you have not spent the Sponsorship Fee and the Project for which you requested it has elapsed or no longer exists, then on request you will promptly refund to us such proportion of the Sponsorship Fee as we can evidence has been either spent without our consent or has not been spent on the Project (as applicable). If you fail to cooperate with us or provide the information that we require to verify your compliance under this clause, then we may request a refund of the full amount of the Sponsorship Fee. You shall pay any such refunds to us in accordance with clause 3.

#### 4. Data Protection

You consent to us storing and using your personal information in accordance with this clause 4.

In addition to the purposes set out in clause 5 below, we will use your personal information: to perform or enforce this Agreement or any other agreement between us and you including paying any fees due to you; to contact you from time to time; to reply to any questions, suggestions, issues or complaints you have contacted us about; and to help us maintain administrative and regulatory records about our business and its activities (including those set out under clause 5 below).

Your personal information may be disclosed: to companies within our group; our professional consultants including lawyers and technology consultants when they need to give us their professional advice; and where we are required to do so by law or to comply with regulatory requirements or codes of practice.

We will store your personal information in accordance with the Data Protection Act 1998.

#### 5. Anti-Bribery

You warrant and undertake that in connection with this Agreement and any dealings with us, you have not and undertake that you shall not engage in the following conduct:

- a. making any payments or transfers of value, offers or promises; or
- b. giving any financial or other advantage, make any requests, agreements to receive or accepting any financial or other advantage,

either directly or indirectly which has the purpose or effect of, or would mean acceptance of or acquiescence in, either directly or indirectly:

- i. public or commercial bribery;
- ii. other unlawful or improper means of obtaining or retaining business or commercial advantage; or
- iii. the improper performance of any function or activity; and

shall procure compliance with these obligations from your respective affiliates and associated persons, agents or subcontractors who may be used for the fulfilment of obligations under the Agreement and shall promptly notify to us any known or suspected breach of its obligations under this clause 5.

## 6. Liability

Nothing in this Agreement shall exclude or limit the liability:

- a. of any party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents;
- b. of either party in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;
- c. for any breach of clause 5 (Anti-Bribery);
- d. of any party for any breach of clause 7 (Confidentiality); or
- e. any liability which cannot be lawfully limited or excluded.

Subject to the preceding sub-clause neither party shall be liable to the other party whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any indirect or consequential loss of whatever nature and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the same time of the execution of this Agreement.

In the event that we are liable to you in contract, in tort (including negligence), under statute or otherwise then our total liability to you for any claim or series of connected claims arising from the same cause shall be limited to one hundred per cent (100 %) of the Sponsorship Fee.

## 7. Confidentiality

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by the following sub-clause.

Each party may disclose the other party's confidential information:

a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## 8. Intellectual Property

Each party acknowledges as follows:

a. all rights in the Logo, including any goodwill associated with it, shall be our sole and exclusive property and you shall not acquire any rights in the Logo, nor in any developments or variations of it; and

b. all rights in the Marks, including any goodwill associated with them, shall be your sole and exclusive property and we shall not acquire any rights in the Marks, including any developments or variations of them.

## 9. Publicity and Promotion

We shall have the right to, in connection with the Project and in accordance with this Agreement use the Marks to promote our sponsorship:

a. in our annual reports;

b. on our intranet and/or internet websites; and

c. otherwise in connection with the Project in our own advertising or marketing materials, and we will inform you in advance of doing so and agree the content.

Our Logo (in full colour) shall feature in any publications in such precise formats as the parties may agree in good faith but subject to the terms of this Agreement.

You agree that any materials (including the Logo and any press statements) will need our prior written approval (such approval not to be unreasonably withheld or delayed) prior to publication.

We shall be credited and acknowledged by appropriate branding, the exact format of which to be agreed between the parties including the use of our Logo (in full colour) on any of your web pages designed to publicise the Project.

## 10. General

This Agreement shall last for the duration set out in the Sponsorship Letter. We are entitled to terminate this Agreement prior to the expiry of the duration where we consider (to our reasonable satisfaction) that the continued relationship between us and you is no longer in our best interests.

Notices and communications can be given to us at EET Fuels, 5th Floor, The Administration Building, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, CH65 4HB, FAO: The Head of Communications and Community.

You may not assign, novate or otherwise transfer any rights or obligations under this Agreement without our prior written consent.

Nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by applicable law.

Any failure by either party to enforce at any time and for any period any one or more of the terms of, or rights arising pursuant to, this Agreement shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under, this Agreement.

If any part of this Agreement is found to be ineffective or unenforceable it shall be severed and deleted, the rest of this Agreement shall remain in full force and effect.

This Agreement contains all the terms agreed by the parties, and supersedes any prior agreements, understandings or arrangements between them whether oral or in writing, relating to its subject matter. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement. Each party acknowledges and accepts that, in entering into this Agreement, it has not relied upon any representation, undertaking or promise except as set out in this Agreement. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

This Agreement is governed by and shall be interpreted in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising out of or in connection with this Agreement.

EET Fuels is the trading name for Essar Oil (UK) Limited.