

SPONSORSHIP TERMS AND CONDITIONS

1. AGREEMENT

These terms and conditions of sponsorship (the "Terms and Conditions") are entered by Open Pharma Research Limited and the sponsor named above ("the Sponsor"), whose name is set forth on the above Event Sponsorship Agreement (the "Booking Form"). Together, the Booking Form, the Sponsorship Invoice (the "Invoice") and these Terms and Conditions (collectively, the "Sponsorship Agreement") shall govern the actions of the Sponsor, as described further in this Sponsorship Agreement.

Capitalised terms used herein without definition shall have the meanings ascribed to them in plain English.

Open Pharma Research Limited reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. Open Pharma Research Limited reserves the right to modify these Terms and Conditions, as may be deemed necessary for the general success of the Event (the "Event" as detailed on the Booking Form). Such modifications may include changes to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and the Sponsor agrees to be bound thereby.

2. PAYMENT

Payment must be received in line with the payment terms stated on the Invoice.

3.. TERM

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPANY RECOGNITION

The Sponsorship Agreement shall exist solely between Open Pharma Research and the Sponsor under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

5. APPROVAL OF SPONSORSHIP ACTIVITY

All Sponsorship activity related to and/or referencing the Event is subject to approval by Open Pharma Research Limited.

Open Pharma Research Limited reserves the right to restrict, prohibit, or remove any activity by Sponsor which is not expressly included in the Booking Form under "Sponsorship Description".

Open Pharma Research Limited reserves the right to restrict, prohibit, or remove any activity or material by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities may include, but are not limited to, printed materials, persons, objects and conduct. In no event shall Open Pharma Research Limited be liable for any expenses incurred as a result of such restriction, prohibition or removal.

6. APPROVAL OF SPONSORSHIP MATERIALS

All Sponsorship promotions of the Event are subject to approval by Open Pharma Research Limited. Open Pharma Research Limited retains final approval of the design of all materials produced to fulfill the Sponsorship. All materials used by Open Pharma Research Limited to advertise the Event shall remain the property of Open Pharma Research Limited.

7. INTELLECTUAL PROPERTY

Under no circumstance can the Sponsor use an Open Pharma Research Limited logo or Event logo that is not specifically provided in connection with the Event. Open Pharma Research Limited hereby grants the Sponsor a terminable right to use the specifically provided Event or Open Pharma Research Limited logo for the sole purpose of marketing the Event as described above. No other right or interest of any kind in or to the use of Open Pharma Research Limited's intellectual property rights is intended to be transferred to or acquired by the Sponsor. The Sponsor agrees to comply with the marking provisions of the trademark laws of the United Kingdom. Any use of Open Pharma Research Limited's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

Open Pharma Research Limited's event names, event logos and artwork displayed on the signs and other materials hereunder, shall be and remain the sole and exclusive property of Open Pharma Research Limited. The Sponsor shall not have the right to use in any way or reproduce for any purpose the event names, event logos or other proprietary symbols of Open Pharma Research Limited without the Open Pharma Research Limited's prior written consent.

Material produced from the Event as well as reports and data generated during the course of the Event, remain the sole property of Open Pharma Research Limited and cannot be displayed by Sponsor without Open Pharma Research's written consent. This includes but is not limited to video recordings and audio recordings, polling results and live lab details.

8. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the Sponsor.

9. INDEPENDENT CONTRACTOR

Open Pharma Research Limited's use of the Sponsor's name and logo pursuant to the Sponsorship does not convey Open Pharma Research Limited's approval, endorsement, certification, or referral of any product or service provided by the Sponsor.

Each party is an independent contractor. This Sponsorship Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Sponsorship Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

10. CONFIDENTIALITY

"Confidential Information" refers to information present in the Sponsorship Agreement primarily concerned with the details of sponsorship. This includes, but is not limited to, details present on the Booking Form under "sponsorship description", "sponsorship value" and details present on the Invoice.

The party receiving such Confidential Information ("Receiving Party") shall not disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information from the party disclosing such Confidential Information ("Disclosing Party")

This paragraph shall survive the termination of this Agreement.

11. LIABILITY AND INDEMNITY

The Sponsor agrees to indemnify and hold Open Pharma Research Limited, its directors, employees and agents (collectively, the "Indemnitees") harmless from all claims, which the Sponsor, its directors, shareholders, agents or employees have or may have in the future, in connection with the Event.

The Sponsor agrees to indemnify and hold the Indemnitees harmless from all third party claims stemming from the activities, promotions or materials of the Sponsor in connection with the Event.

Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for property loss or damage. Nothing in this agreement indemnifies against or restricts either party's liability for death or personal injury stemming from the negligence of that party or its employees while in the course of their employment.

12. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for Open Pharma Research Limited, and to the address set forth on the Booking Form, as supplied by Sponsor. Either party may change its notice address by using this procedure.

To Open Pharma Research Limited, 27 Old Gloucester Street, London, WC1N 3AX

13. CANCELLATION & TERMINATION

a. If the Event does not occur, Open Pharma Research Limited will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the Event.

b. Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to Open Pharma Research Limited up to 9 calendar months prior to the Event; provided, however, that Sponsor will receive seventy five percent (75%) refund of the total Sponsorship fee or up to four calendar months prior to the Event provided, however, that Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee and provided further, that upon Open Pharma Research Limited's receipt of such notice of cancellation, Open Pharma Research Limited reserves its right to remove all references to Sponsor from any and all Event materials. In the event that Sponsor fails to provide Open Pharma Research Limited with notice of its intent to terminate the Sponsorship Agreement more than four calendar month prior to the Event, Open Pharma Research Limited will not refund the Sponsorship fee; provided, however, that Sponsor reserves the right to remove all references to Sponsor from any and all Event materials.

c. Open Pharma Research Limited may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor. In the event of termination following a material breach, the Sponsor shall receive no refund of the Sponsorship fee.

d. Open Pharma Research Limited may terminate this Sponsorship Agreement without cause upon written notice provided to the Sponsor no less than ten (10) days prior to the Event. However, when terminated by Open Pharma Research Limited without cause, Open Pharma Research Limited shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing such notice.

14. MISCELLANEOUS

a. Force Majeure. Open Pharma Research Limited shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of Open Pharma Research Limited or its suppliers.

d. Severability. If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, the invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.

e. Assignability. Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.

f. Entire Agreement. This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties.