

# SPONSORING PARTNERS PROGRAM SALES AGREEMENT



Company:	Contact Name:		
Address:	Title:	Email:	
	Phone:	Fax:	

<p><b>PACKAGE HIGHLIGHTS:</b></p> <ul style="list-style-type: none"> <li>• Annual sponsorship of each a cell series in the appropriate cell category series.</li> <li>• Participation in Executive Membership Program benefits.</li> <li>• ROO Profiling Service.</li> <li>• Incorporation of company profile and management team biographies into each cell compendium.</li> <li>• Copy of each sponsored cell series compendium. Information on Sponsor's Company, products and management team to appear on each on-line cell forum page.</li> </ul>	<ul style="list-style-type: none"> <li>• Company brand / logo to be promoted during each sponsored cell webmeeting.</li> <li>• Company logo displayed prominently at Cell Convention plus on all marketing literature, newsletters, etc related to the cell series.</li> <li>• A premier booth at the Cell Convention's Solutions Exchange Gallery.</li> <li>• Posting of press releases, product launches, etc on respective cell forum news sites.</li> <li>• Full participation in Cell Convention including complimentary meals and privileged member accommodation rates.</li> </ul>
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Booking Date:	Copy Deadline:	60 days from today	Program Code:	
Investment Price:	\$21,000 plus 18% service charge	Total Investment:	\$24,780	
Cheque payable to: Honeycomb Worldwide (UK) Ltd. Suite 4.37, 130 Shaftesbury Avenue London, England, W1D 5EU		Wire Transfer		
		Honeycomb Worldwide (UK) Ltd. Bank of Scotland, St. James Gate	Swift code: BOFSEB25	Sort code: 12-11-03

**1. PAYMENTS:** Sponsor shall pay the total contract price within five (5) days of the acceptance of this Contract by Honeycomb Worldwide (UK) Ltd. The failure to remit such payment shall constitute cancellation of this Contract by Sponsor, subject to the terms of paragraph 2 hereof. All payments are non-refundable. Delivery of this executed Agreement by facsimile or otherwise to Honeycomb Worldwide Inc. shall constitute acceptance hereof by Sponsor and Honeycomb Worldwide (UK) Ltd. Honeycomb Worldwide (UK) Ltd. reserves the right to cancel the booking without notice and retain any Sponsor's payments if full payment is not received. Failure to remit such payment shall constitute a cancellation of this Agreement by Sponsor, subject to the terms of paragraph 2 hereof.

**2. SPONSOR CANCELLATION OF BOOKING:** Notice of cancellation must be provided to Honeycomb Worldwide (UK) Ltd. in writing. In the event that Sponsor a) does not timely pay any amount when due under this Agreement; or, b) delivers written notice of cancellation to Honeycomb Worldwide (UK) Ltd. at any time, such cancellation or failure to pay shall constitute a cancellation by the Sponsor and will immediately trigger Honeycomb Worldwide (UK) Ltd. right to recover as a debt all amounts outstanding under this Agreement, and to retain all monies received from the Sponsor, as a cancellation fee. The parties intend by this provision to agree in advance to the settlement of damages to Honeycomb Worldwide (UK) Ltd. that will arise from Sponsor's cancellation. If Honeycomb Worldwide (UK) Ltd. receives notice of cancellation more than four (4) weeks prior to the copy deadline, and sponsor has paid the total contract price, fifty percent (50%) of the cancellation fee may be used as a credit toward another Honeycomb Worldwide (UK) Ltd. program. Such credit will expire 6 months from the date of cancellation. The parties acknowledge that this paragraph provides for reasonable liquidated damages, and not a penalty, and bears a reasonable relation to the damages Honeycomb Worldwide (UK) Ltd. will sustain, which are uncertain and difficult to estimate at this time. No refunds in the event that Sponsor fails to meet program deadlines.

**3. ALTERATION TO THE ADVERTISED PACKAGE:** While every reasonable effort will be made to adhere to the advertised package, Honeycomb Worldwide (UK) Ltd. Inc reserves the right to change program dates, timelines or specific media formats, as it deems necessary without penalty. This agreement is not contingent upon the membership / participation of specific individual or member companies.

**4. CANCELLATION OF PROGRAM:** In the event that Honeycomb Worldwide (UK) Ltd. permanently cancels the program for any reason whatsoever, (including, but not limited to any force majeure) and provided that the program is not postponed to a later date nor is merged with another program, the Sponsor shall receive a credit note for the amount that the Sponsor has paid to such permanently cancelled program, valid for up to one year to be used at any Honeycomb Worldwide Inc. event worldwide. No refunds, part refunds or alternative offers shall be made.

**5. LIABILITY:** In making arrangements with third parties for transportation, hotel accommodation, restaurants or other services, Honeycomb Worldwide (UK) Ltd. acts solely as Sponsor's agent and does so on the express condition that no liability of any kind howsoever caused shall attach to Honeycomb Worldwide (UK) Ltd. in connection with or arising out of such arrangements.

**6. INDEMNITY:** Sponsor hereby indemnifies and holds Honeycomb Worldwide (UK) Ltd. harmless from and against any and all claims, damages and expenses arising in

any way from the act, omission or negligence of Sponsor or its employees, representatives or agents.

**7. CONFIDENTIALITY:** All information supplied by Honeycomb Worldwide (UK) Ltd. in connection with this Agreement and program, including the names of participants, is confidential and for Sponsor use only. The parties agree that such information may not be conveyed to any third party for any purpose.

**8. INTEGRATION:** This Agreement constitutes the sole and exclusive Agreement between the parties and supersedes any and all prior oral or written and all contemporaneous oral, Agreements, promises, or understandings among them, pertaining to the transactions contemplated in this Agreement. The parties that no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this agreement.

**9. MISCELLANEOUS:**

a) The terms and conditions of this Agreement may not be modified without the express written consent of the Chief Executive Officer or General Counsel of Honeycomb Worldwide (UK) Ltd.

b) Should a portion of the Agreement price be at the time of acceptance or at anytime in the future be subject to state, federal, or local taxation, or VAT or other applicable sales tax, Honeycomb Worldwide Inc. reserves the right to add such charges to the final invoice or recover such sums from the Sponsor at the time when they become due.

c) This contract shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. However Honeycomb Worldwide Inc. only is entitled to waive this right and submit to the jurisdiction of the courts in which the Sponsor's office is located.

d) If Sponsor fails to pay any amounts when due, or if Honeycomb Worldwide (UK) Ltd. retains an attorney to protect its interests under this Agreement, Sponsor shall pay any and all costs and expenses incurred by Honeycomb Worldwide (UK) Ltd. in enforcing any term of, or collecting under, this Agreement, including reasonable attorneys fees, collection fees and any expenses. On all amounts not paid when due, Sponsor shall also pay interest, which shall accrue at the rate of 4% above the Correspondent Bank Base Rate. If any provision of this Agreement is deemed unenforceable, the remaining terms shall be enforceable to the fullest extent of the law. All parties expressly waive all rights to trial by jury.

e) Sponsor information is kept on Honeycomb Worldwide (UK) Ltd. database and used by Honeycomb Worldwide (UK) Ltd. to assist in providing selected products and services which maybe of interest to the Sponsor and which will be communicated by letter, phone, fax, (inc. automatic dialling) email or other electronic means. If you do not want Honeycomb Worldwide (UK) Ltd. Inc to do this please tick this box [ ]. For training and security purposes telephone calls may be recorded.

f) The Sponsor agrees to abide by the rules of all venue facilities visited in relation to this Agreement.

g) The undersigned warrants and represents that he or she is specifically authorized by the Sponsor to execute this Agreement and bind the Sponsor to the obligations under this Agreement. The sponsor acknowledges that Honeycomb Worldwide (UK) Ltd. has relied on such representation.

SIGNED ON BEHALF OF THE SPONSOR: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED ON BEHALF OF  
HONEYCOMB WORLDWIDE (UK) LTD: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_

DATE: \_\_\_\_\_

**PLEASE SIGN & FAX TO +44 (0)20 7031 4410**