**CONFIDENTIALITY**

* 1. **Protection of Confidential Information**

Subject to clause 9.2, and each party’s rights under this Agreement, each recipient must:

1. Hold the confidential information in strict confidence and not disclose or cause or permit the disclosure of the confidential information, except as required by law or as permitted under this agreement or with the prior written consent of the discloser; and
2. Do anything reasonably required by the discloser to restrain a breach of confidentiality by any person.
	1. Permitted Use and Disclosure

Each recipient may only:

1. Use the confidential information for a purpose necessary for exercising its rights or performing its obligations under this agreement or as required by law; and
2. Allow access to the confidential information to such of the recipient’s employees, directors or professional advisers who have a genuine need to know that confidential information.

**INDEMNITY**

* 1. **Indemnity by [NF Name]**

[NF Name] indemnifies [Sponsor Name] against any claim, action, damage, loss, liability, cost or expense that [Sponsor Name] may suffer, pay, incur or is liable for directly or indirectly by reason of or in any way arising out of or in connection with:

* 1. Any breach of this Agreement by [NF Name]; or
	2. Any negligent act or omission, fraud or wilful misconduct on part of the [NF Name]
	3. **Indemnity by Colonial**

[Sponsor Name] indemnifies [NF Name] against any claim, action, damage, loss, liability, cost or expense that [NF Name] may suffer, pay, incur or is liable for directly or indirectly by reason of or in any way arising out of or in connection with:

* 1. Any breach of this Agreement by [Sponsor Name]; or
	2. Any negligent act or omission, fraud or wilful misconduct on part of the [Sponsor Name]

**TERMINATION**

**12.1 Mutual Termination Events for Default**

Either [Sponsor Name] or [NF Name] may immediately terminate this Agreement by written notice if:

* + - * 1. One party breaches a material term of this Agreement; and

It cannot be remedied; or

If capable of being remedied, such breach is not remedied within 14 business days of a written request by the other party to remedy that failure

* + - * 1. It becomes illegal for one party to perform any of its material obligations under this Agreement;
				2. An Insolvency Event occurs in relation to either party;
				3. Any warranty, representation or statement by either party is or becomes false or incorrect when made or regarded as made
	1. **[Sponsor Name] Grounds for Termination for Default**

[Sponsor Name] may immediately terminate this Agreement by written notice to [NF Name] if:

1. [Sponsor Name]’s name is, in the reasonable opinion of [Sponsor Name] brought into disrepute by [NF Name] or by being associated with [NF Name].
2. Upon termination of this Agreement by [Sponsor Name], [NF Name] will refund to [Sponsor Name] the Sponsorship Monies paid in relation to any Event, Program or Activity which was scheduled to be held after the date of termination.
	1. **[NF Name] Grounds for Termination for Default**

[NF Name] may immediately terminate this Agreement by written notice to [Sponsor Name] if:

1. [NF Name]’s name is, in the reasonable opinion of [NF Name] brought into disrepute by [Sponsor Name] or by being associated with [Sponsor Name].
2. Upon termination of this Agreement by [NF Name], [Sponsor Name] will forfeit any monies already paid in Sponsorship Monies and all rights referred to in Clause 2.

**AMENDMENTS**

No amendment or variation of this Agreement is valid or binding on a party unless in writing and executed by all parties.

**GENERAL**

* 1. **Compliance with Laws**

In performing its obligations under this Agreement, each party will comply with all statutes, orders, by-laws, regulations or other laws of any Governmental Agency.

* 1. **Relationship of Parties**

Nothing in this Agreement will be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.

* 1. **Costs and Expenses**

Each party must pay its own legal costs and expenses for the negotiation, preparation, completion and stamping of this Agreement.

* 1. **Governing Law and Jurisdiction**
1. This Agreement is governed by the law of Fiji.
2. Each party submits to the exclusive jurisdiction of the courts of Fiji and the courts hearing appeals from them.