**SPONSORSHIP AGREEMENT**

By this private instrument, on one side, Mozilla Corporation, a private company with principal place of business at Street 331 E. Evelyn Avenue, in Mountain View, State of CA, enrolled in CNPJ[[1]](#footnote-0) with no. [FIELD], herein represented by [FIELD], enrolled in CPF[[2]](#footnote-1) with number [FIELD] as per its Articles of Incorporation, hereinafter referred to as **SPONSOR** and, on the other side,

**NASC,** a private company, with head office at Praça Garibaldi, number 80 - 203, Azenha, City of Porto Alegre, State of Rio Grande do Sul, enrolled in CNPJ with no. 18.302.986/0001-10, herein represented by Felipe Nascimento de Moura, enrolled in CPF with number 005.306.480-16, according to its Articles of Incorporation, named **Nasc,** both by their appointed and undersigned legal representatives, as per its Articles of Incorporation, have just and agreed to enter into this Sponsorship Agreement, which will be governed by the following clauses and conditions.

**1. OBJECT**

The object of this agreement is the sponsorship of the event named Brazil JavaScript, hereinafter, the event, with a share of US$10,000.00 (twenty thousand dollars).

1.1. The event will be held at Diário de Notícias Avenue, 300, Cristal, in the city of Porto Alegre - RS, on August 21 and 22.

1.2. The event will be carried out according to the format indicated in the submitted offer, which is part of this agreement as an appendix.

**2. BENEFITS OF THE SPONSORSHIP**

In consideration for the sponsorship, the SPONSOR will be entitled to promote its brand in the following materials:

- Flexibility to negotiate about how the trademark can be better conveyed

- Rights to a booth using negotiable sizes as needs in the respective area

- Differentiated / highlighted area for the booth

- Rights to get on the stage for 10 minutes, once during the conference, and talk about the company

- Trademark in all promotional material of the conference with the Adamantium highlight

- Trademark exposed for 15 seconds in each loop of slides between talks

- The ONLY trademark to be exposed in the slide, between talks

- Official title of "Conference partner”

- Promotional material in the distributed folder/case to be distributed to the attendees

- Rights to play an institutional video about the conference, of about 2 minutes between talks, once a day

- Rights to 10 free tickets to the conference

- Rights to indicate a speaker to the conference(the talk must be related to the conference's subject and is under approval by the organizational team)

- Rights to a banner on stage(dimensions to be negotiated)

- Trademark in the official Conference's banner with Adamantium highlight

- Trademark on the official Conference's website with Adamantium highlight

2.1. Under no circumstance, NASC can use the SPONSOR logo for purposes foreign to the sponsorship that is object of this agreement. Furthermore, NASC should submit all materials in which the SPONSOR logo is used to the SPONSOR´s approval.

2.2. The SPONSOR shall provide its logo to be used by NASC, at least 10 (ten) days before the start of the event, under the penalty of losing the right to have its logo displayed during the event period.

2.3. In case of demonstration of any product, equipment or service, the SPONSOR will be solely and exclusively responsible for demonstrating its products, equipment and services, and for any eventual obligation that may arise from facts connected to them, even before third parties. The SPONSOR will be solely and exclusively responsible for the transportation, handling and protection of its products and equipment.

2.4. No sponsorship will be exclusive, neither the display of the SPONSOR logo during the event, and the sponsorship and display of other companies´ logos, even of the same segment, will be allowed. The SPONSOR represents herein that it is fully aware of such fact and to agree on it.

**3. PRICE AND PAYMENT METHOD**

The sponsorship amount is US$20,000,00 (twenty thousand dollars), taxes included, and the payment shall be made as follows:

3.1. The payment shall be made upon deposit to the following current account:

Bank Itau S.A., no. 341 – branch 0897, Account no. 03188-6.

3.2. The payment shall be made in one installment, up to July, 10th, 2014, upon delivery of the receipt to the SPONSOR by NASC.

3.3. The late payment will give cause to a 2% fine, added with delinquent interests of 1% per month and indexation according to IGPM[[3]](#footnote-2).

3.4. The SPONSOR will be entitled to withhold the payment provided for in this clause, in case it finds out the obligations undertook by NASC are not according to this agreement terms;

3.4.1. The payment should remain withheld until the occurrence is remedied, without any charges for the SPONSOR, and the maturity date shall be extended for the same number of days used by NASC to remedy the situation.

**4. CANCELLATION**

4.1. NASC is obliged to carry out the event object of this agreement, except in case of act of God or force majeure.

4.2. In case the event date is rescheduled by NASC, the SPONSOR will be entitled to choose continuing participating in the event, or terminating this agreement, as provided for herein.

**5. TERMINATION**

5.1. This agreement will be deemed legally terminated, regardless any judicial or extrajudicial notice, in case of insolvency, bankruptcy, judicial or extrajudicial composition with creditors of either party, or in the following cases, without prejudice to the computation of possible incurred losses and damages:

a) full or partial non-compliance by any party with the obligations undertook hereby;

b) any act or fact, including any legal supervening provision or regulation that renders the performance of these instrument obligations impossible;

c) any change to the corporate object of the parties, which can impact the quality or continuance of this agreement or, that may affect the preservation of any third parties´ rights.

5.2. In case the termination is caused by NASC, it shall bear a fine amounting to 5% (five per cent) of this agreement amount, without prejudice to its liability for repaying any losses and damages that might have been experienced by the SPONSOR, and shall also repay any amounts paid in advance by the SPONSOR within a maximum of 30 (thirty) days from the termination date, duly indexed by IGPM, published by FGV[[4]](#footnote-3).

5.3. In case the SPONSOR terminates this agreement after its execution, no amount will be returned by NASC.

**6. DURATION**

This agreement will be in force for the term required to comply with all obligations foreseen herein, and will be effective from its execution date on.

**7. NO EMPLOYMENT BOND**

No employment bond or liability is created for the SPONSOR by operation of this agreement with regard to the staff that NASC may use or employ to perform the object of this agreement, nor any liability towards third parties participating in the event.

**8. CORPORATE RESPONSIBILITY**

8.1. Upon the application of sustainable development principles, the SPONSOR is committed to the implementation of policies, processes and practices aiming at balancing economic, social and environmental aspects in the relationship with its employees, suppliers, shareholders and with society. Within this context, the occupational safety is one of the SPONSOR´s priorities. Therefore, NASC undertakes to implement such practices, with the purpose of complying with the rules in force on occupational safety, health of employees and social-environmental responsibility.

8.2. If requested, NASC shall make available to the SPONSOR all the information on the practices adopted by it for the segments mentioned in sub-clause 8.1, above.

8.2.1. In case of non-compliance by NASC with the obligations mentioned in this sub-clause *caput,* the SPONSOR will be entitled to terminate this agreement, without prior notice, and NASC shall bear all costs and liabilities resulting from this termination, as provided in sub-clause 5.1.

8.3. NASC states hereby, for all ends, that it:

a) performs its activities conforming to the Law in force and holds all the approvals required to enter into this agreement and to comply with the obligations provided herein;

b) does not make use of illegal labor, and undertakes not to employ labor similar to slavery or children under 18 (eighteen) years old, except in the condition of apprentice, observing the provisions contained in the Consolidation of Labor Laws, either directly or indirectly, through its product and service providers;

c) does not employ minors under 18 (eighteen) years old, even as apprentices, to work on locations that are harmful to their formation, physical, psychical, moral and social development, as well as on sites and for dangerous or unhealthy jobs, and for working hours that prevent them to attend school or for night shifts, that is, from 10 p.m. to 5 a.m.;

d) does not use practices that discriminate and limit the access to and continuance of the employment relationship, such as, but not limited, to issues as gender, origin, race, color, physical condition, religion, marital status, age, family status or pregnancy;

e) pays, at least, one minimum wage to its employees, plus benefits provided in law;

f) complies with the labor laws with regard to working hours and rights of employees and does not oppose to their participation in labor unions;

g) complies with health, security and environmental rules, providing a safe and healthy working environment for its employees;

h) undertakes to protect and preserve the environment, preventing and eradicating damaging practices, conforming to the National Policy on the Environment and Environmental Crimes and to any legal, regulatory and administrative acts related to the environment and associated areas, promulgated by Federal, State and Local authorities.

i) undertakes not to offer any undue advantage to its suppliers, customers and Public Agents, aiming at obtaining direct or indirect benefits from the relationship with the SPONSOR.

**9. MISCELLANEOUS**

9.1. Any and all omitted cases, as well as any supervening issues and possible changes to the contracted terms and conditions, shall be mutually solved by and between the parties upon the execution of an addendum.

9.2. Any tolerance with regard to the non-compliance with any term or condition of this agreement or to irregularities in the exercise of the rights arising from them, shall not be deemed as a waiver to such provisions and rights, and shall not prevent the parties from demanding their compliance and from exercising their standing to sue at any time.

9.3. This agreement binds its parties and their successors, and cannot be assigned or in any other way transferred to third parties, either in full or partially, by any party, without the prior written consent of the other party.

9.4. Any and all communications between the parties related to this agreement, will be considered valid if sent in writing to the addresses indicated in the recitals of this instrument.

9.5. The parties undertake to expressly notice on any change of address, under the penalty of any document sent to the former address being deemed valid and actually received.

9.6. NASC undertakes on its own, on the account of its employees and representatives, to keep confidential all terms and conditions of this agreement, as well as any information, materials, documents, technical or commercial specifications, trademarks and patents, copyrights, innovations and improvements developed or to be developed, or general data that, pursuant to this agreement, it may have access to, or become aware of, or that have been entrusted to it, and it cannot, under any circumstance, disclose, reproduce or make them available to third parties, except in case of court order or upon the specific prior and written authorized consent on the part of the SPONSOR.

**10. JURISDICTION**

The parties elect the jurisdiction of the county of Porto Alegre, capital of the State of Rio Grande do Sul, to settle any doubts that may arise from this agreement, and waive to any other one, even if more privileged.

In witness whereof, the parties execute this agreement in two counterparts with the same content and form and for a single effect, before the witnesses indicated below.

Porto Alegre, June 5, 2015.

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|  |  |
| SPONSOR | NASC |

Witnesses

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| Name:  CPF: | Name:  CPF: |

1. CNPJ – National Registry of Legal Entities [↑](#footnote-ref-0)
2. CPF- Individual Taxpayer Registration Number [↑](#footnote-ref-1)
3. IGPM – General Market Price Index [↑](#footnote-ref-2)
4. FGV – Getulio Vargas Foundation [↑](#footnote-ref-3)