

SPONSORSHIP AGREEMENT

This sponsorship agreement is made and entered into as of 6/12/2024 (the "Effective Date") by and between Deloitte Management Service LP ("Sponsor") and University of Ottawa ("Company") and shall confirm the details of Sponsor's sponsorship of the uOttHack7 to be held at University of Ottawa on February 7-9, 2025 (the "Event").

1. The Sponsorship.

- 1.1 Sponsor and Company will develop and execute Sponsor's Sponsorship in accordance with the terms and conditions set forth in this Agreement and as set forth in Exhibit A attached hereto and made a part hereof. Company covenants that it will perform its responsibilities in a workmanlike and professional manner consistent at all times with the standards applicable to its industry and in accordance with applicable laws and regulations.
- 1.2 In consideration of the rights granted herein, Sponsor shall pay to Company a nonrefundable (except as stated herein) Sponsorship fee (the "Fee") of 2500 dollars (\$2,500) payable within thirty (30) days from the date of receipt of invoice.
- 1.3 All payments made hereunder will be made by EFT.

2. Intellectual Property. Each party is granted a nontransferable, non-exclusive license to use the other party's materials, marks and logos (collectively, the "**Intellectual Property**") solely for the promotion and execution of the Sponsorship as set forth herein and only during the agreed-upon period. Any uses of such Intellectual Property in connection with the Sponsorship shall be subject to the other party's written approval and provided in a timeframe consistent with the scheduling needs of the Event. Such Intellectual Property may not be used by the other party for any purpose other than for the promotion and execution of the Sponsorship and may not be modified or edited without permission of the other party. All uses of such Intellectual Property will be accompanied by appropriate credit and intellectual property notices as the other party may reasonably request. Upon the termination of the Sponsorship, each party will cease using such Intellectual Property and will, at the request of the other party, either destroy or deliver such Intellectual Property to the other party.

3. Effective Date, Term, and Termination.

- 3.1 **Effective Date and Term.** Unless this Agreement is earlier terminated in accordance with its terms, or otherwise pursuant to the provision of this paragraph, the term (the "Term") of this Agreement shall commence on the Effective Date and terminate at the conclusion of the parties' obligations pertaining to the Event.
- 3.2 **Termination for Material Breach.** In the event either party commits a material breach of any provision contained herein this Agreement, which remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate this Agreement. Upon expiration or termination of this Agreement each party agrees to return any Intellectual Property provided by the other party and discontinue use of the other party's Intellectual Property. In the event this Agreement is terminated for material breach of a party following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.
- 3.3 **Termination for Independence Reasons.** In addition, Sponsor may terminate this Agreement upon written notice to Company if it determines that (i) a governmental,

regulatory, or professional entity (including, without limitation, the Chartered Professional Accountants of Canada, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Sponsor's performance of any part of the Agreement illegal or otherwise unlawful or in conflict with independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of Company or any of its affiliates) such that Sponsor's performance of any part of the Agreement would be illegal or otherwise unlawful or in conflict with independence or professional rules; or (iii) if, in the professional judgment of those partners responsible for the oversight of independence for Sponsor and its subsidiaries, such termination is necessary to avoid impairing or appearing to impair the independence of Sponsor, any of its affiliates, or Deloitte Touche Tohmatsu Limited and other member firms of Deloitte Touche Tohmatsu Limited, and the Deloitte Touche Tohmatsu verein or their respective affiliates, with respect to the provision of attest services to any client or potential client in accordance with applicable laws, regulations, or professional standards, including, without limitation, the professional standards of the Chartered Professional Accountants of Canada. In the event Sponsor terminates this Agreement subject to this Section 3.3, Company shall refund any Fees paid by Sponsor.

4. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM BREACH OF THIS AGREEMENT (OR ANY OTHER PROVISION OF THIS AGREEMENT), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.
5. Confidentiality.
 - 5.1 The parties agree that, during and after the term of this Agreement, neither party shall, directly or indirectly, without the express written consent of the non-disclosing party, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of the other party.
 - 5.2 The parties acknowledge that any Confidential Information that has been disclosed to the Non-Disclosing Party by the Disclosing Party (both terms as hereinafter defined) has been disclosed solely for the performance of its duties hereunder. The parties agree that all Confidential Information is the exclusive property of the Disclosing Party, and further agrees that all customers in any way connected to the respective services of the parties, are and shall be customers of the respective party.
 - 5.3 If either party is served with any form of process to obtain any Confidential Information, the party served shall, to the extent permitted by applicable law, immediately notify the other party who shall, in addition to the efforts of the party served, if any, have the right to seek to quash such process.
 - 5.4 The term "Confidential Information" shall include, without limitation, information disclosed or provided by one party (the "**Disclosing Party**") to the other party (the "**Non-Disclosing Party**"), which that Disclosing Party has designated as confidential; this Agreement (and all amendments thereto) and all of its terms and conditions; all manuals and training materials exchanged between the parties; the names, addresses, and telephone numbers of all customers and any other personally identifiable information or any other information relating to any customers and all lists or other records containing any such information; and all financial, technical, business, credit, all financial and business information relating to either party, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections, and all commission structures and statements; all technical information

relating to either party, including, without limitation, all implemented or planned product and service improvements or changes; and all other information relating to the operations of either party which was disclosed or provided to the other Non-Disclosing Party or became known to the Non-Disclosing Party through its relationship with the Disclosing Party; and all other information known about the Disclosing Party by the Non-Disclosing Party not generally known to the public.

- 5.5 The confidentiality provisions under this section 5 shall survive the termination or expiration of this Agreement.

6. Notices. Any approval, consent, notice, request, demand, or other communication required or permitted to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been given on the day following hand delivery or when three (3) days have elapsed after its transmittal by certified mail or via overnight courier to the address set forth below, in each case, with a copy provided in the same manner and at the same time to the copy recipients shown below:

If to Sponsor: Arshia Hameed
8 Adelaide St. W. Toronto, ON
arhameed@deloitte.ca
+14163541376

If to Company: Devon Knight
sponsorship@uottahack.ca

or to such other address as the recipient party shall have designated by notice so given.

7. Independent Contractors. Each party shall perform its obligations hereunder as an independent contractor and shall not be deemed an agent or partner of the other. Neither party shall have any right, power, or authority to enter into any agreement or bind or incur any obligation or liability on behalf of the other party.
8. Amendments. This Agreement may not be amended or modified except by a written instrument executed by both parties.
9. Assignment. The rights granted by this Agreement are strictly personal to the parties and neither party shall, either orally or in writing, assign or sublicense any rights granted to it hereunder. Notwithstanding the foregoing, some or all of the parties' responsibilities and obligations may be performed by its affiliates or unaffiliated contractors. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors.
10. Waiver. No waiver of, acquiescence in or consent to any breach of or default under this Agreement shall be deemed a waiver of, acquiescence in or consent to any other breach or default occurring at any time, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
11. Headings. The headings in this Agreement are for reference purposes only, do not constitute a part of this Agreement, and shall not affect its meaning or interpretation.
12. Press Releases. Neither party shall issue any press release or otherwise make any public announcement or disclosure with respect to this Agreement, any of the activities

contemplated hereby, or concerning the relationship between the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

13. Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
14. Governing Law. This Agreement and the obligations of the parties hereunder, shall be governed and interpreted in accordance with the laws of the Province of ON and the laws of Canada applicable therein without reference to or application of its rules governing conflicts of law. The parties hereby consent to the jurisdiction of the courts located in the Province of ON.
15. Force Majeure. Neither party shall be liable in the event its failure to perform its obligations results from: (i) compliance with any law, ruling, order, regulation or order of any court or government agency of competent jurisdiction; (ii) acts of God or other circumstances beyond the reasonable control of the party; (iii) acts or omissions of the other party; or (iv) fires, strikes, embargoes, war, insurrection or riot. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or part, as may be reasonable under the circumstances.
16. Survival of Rights and Obligations. The rights and obligations of the parties under this Agreement that by their nature or implication continue beyond the termination or cancellation of this Agreement shall survive any termination or cancellation of this Agreement.
17. Entire Agreement. This Agreement, including the schedules referenced herein, constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior oral or written understandings or agreements relating thereto. No promise, understanding, representation, inducement, condition or warranty not set forth herein has been made or relied upon by either party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

University of Ottawa ("Company")

By: _____

Name: _____

Title: _____

Deloitte Management Service LP ("Sponsor")

By:  _____
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Name: Murray Saramak

Title: Director, Talent Acquisition

EXHIBIT A

In accordance with the Agreement, including, but not limited to Section 2 ("Intellectual Property"), Company shall provide the following sponsorship guarantees to Sponsor:

General Bundle - \$2,500

Workshops: Host a workshop that not only showcases your company's product, highlight the work culture and technologies your company is passionate about.

Host a Challenge: Interested in getting students to test your product? Consider hosting a challenge that showcases your company's goals and the ambitions you aim for.

Speak at Opening/Closing Ceremony: Want students to learn about your company ahead of the hacking? Have access to stage-time and promote your company's goals, product, and any words of wisdom.