



ETHDenver Sponsorship Agreement

_____ (“**Sponsor**”) shall become a sponsor for the 2022 ETHDenver Innovation Festival #Buidlathon & Workshops (“**Event**”) organized by ETHDenver, LLC (“**ETHDenver**”); Sponsor and ETHDenver shall collectively be known as the “**Parties**”. The term of this Sponsorship Agreement (“**Agreement**”) shall begin on the date whereby this Agreement is fully executed by both Parties (“**Effective Date**”) and shall continue until the end of the Event (**the “Term**”). The Event is scheduled to conclude at 10PM MT on February 20th, 2022.

ARTICLE I: SPONSOR COMMITMENTS & INVOICE

Section 1.1 Remuneration. In consideration for Services provided by ETHDenver prior to and during the Event, Sponsor will remit to ETHDenver the amount as described in Exhibit A, the “**Invoice**”, by USD\$ bank wire transfer, ETH, DAI, USDC, USDT, or BTC. If payment is desired to be made in any other form (credit card, online bill pay, other cryptocurrency, etc.), Sponsor must first seek approval from and notify ETHDenver before doing so.

Section 1.2. Invoice Payment. All Sponsorship payments are due upon receipt following the signing of the agreement, unless agreed upon otherwise, in writing, by both parties.

ARTICLE II: EVENT SERVICES

Section 2.1 Promotion of Sponsor. During the Term, ETHDenver will feature Sponsor as described in Exhibit A and the official ETHDenver 2022 Patronage Book (the “**Book**”) and provide the correlated services, features & benefits (**the “Services**”). Sponsor acknowledges that they have reviewed, acknowledged and accepted the Services in the Book for the aforementioned Sponsorship package.

Section 2.2 Refunds & Credits. ETHDenver is 100% Sponsor & community funded. ETHDenver incurs significant expenses in preparation for the Event and is unable to provide refunds of payments for Sponsor related Services. Should Sponsor be unable to attend the Event and receive the Services outlined in Section 2.1, ETHDenver will offer a credit of 50% usable for a subsequent event hosted by ETHDenver. If, for any reason, ETHDenver cancels all or significant portions of the event and Sponsor is unable to receive the Services outlined in Section 2.1, ETHDenver will offer a credit of 100% usable for a subsequent event hosted by ETHDenver.

ARTICLE III: LICENSE TO USE TRADEMARKS

Section 3.1 License to use Sponsor’s Trademarks. Sponsor hereby grants to ETHDenver a worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable, limited license to use and display Sponsor’s trademarks, service marks, logos, trade names, copyrighted content, graphic files and images (“**Sponsor’s Marks**”) in connection with and for the limited purposes of performing its obligations under this Sponsorship Agreement.



ARTICLE IV. CONFIDENTIALITY

Section 4.1 Agreement Confidentiality This Agreement and specifics of Services will remain entirely confidential, and neither of the Parties shall disclose the terms contained herein to a 3rd party for any reason without mutual written consent of the Parties.

ARTICLE V. LIMITATION OF LIABILITY IN NO EVENT WILL THE PARTIES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING WITHOUT LIMITATION DAMAGES ASSOCIATED WITH ANY LOSS OF USE, BUSINESS, PROFITS, OR GOODWILL AND ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL SPONSOR'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SPONSORSHIP FEE.

[The remainder of this page intentionally left blank - Signature page follows]



The parties, by their authorized representatives, indicate their agreement to the terms of the Agreement by signing below:

Sponsor

ETHDenver, LLC

By: _____

By: _____

Name: Alistair Hammond

Name: Will Morgan

Title: Business Lead

Title: Accounting & Finance Steward

Date: _____

Date: _____



ETHDENVER
 #BUIDLATHON + WORKSHOPS
 + COMMUNITY GATHERING

ETHDENVER, LLC

C/o Will Morgan
 1624 Market St. Suite 226 #93720
 Denver, Colorado 80202

2022 SPONSORSHIP INVOICE

Sponsor Organization:

TracerDAO
 Alistair Hammond
 aj@mycelium.ventures

Invoice Details

Invoice #	INV430
Invoice Date	11/23/2021
Payment Due Date	Upon Receipt

SPONSORSHIP DESCRIPTIONS	TOTAL
MetaLite Sponsorship	\$ 17,500
TOTAL DUE	\$ 17,500

SPONSORSHIP INCLUSIONS

MetaLite Sponsorship	(3) \$Sporkwhale Tickets (Lounge + Events + PFP NFTs) Purchase Additional \$Sporkwhale Tickets (No PFP)(\$1500 each) \$Spork Rewards - Pro Rata Sponsor Pool (Medium) Logo - Website, Sponsor Loop & Photo Backdrop (Medium) Logo - Stage Banners(Standard) Logo - Discover Denver Nft Scavenger Hunt (Social, Blog & PR) Social Media, Comms & Pr #Buidl Week Featured Calendar Listing (Post) Access To #Buidlers Github/Linkedin Bounty Max Prize Limit (\$15,000) Livestream Bounty Presentation (1 x Panel Spot or Workshop) Panel/Workshop/Talk (Priority Based On Sponsor "Paid Date")
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Early Bird Bonus	\$1000 Bufficorn.Com & Swag Store Credit 1 Bonus \$Sporkwhale Ticket & PFP NFT 1.5x \$Spork Rewards
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Additional Add-Ons/Subtractions



ETHDENVER PAYMENT INSTRUCTIONS

Crypto Payments

BTC: 1CZHAerKyXy7tEKWcfmUi1HoC9J82HwVoi

DAI/ETH/USDT/USDC: 0xbD61Ef27f0793cC3A4A0AfbEb00b206FC5C89c2C

Domestic Wire

EthDenver LLC
ABA # 121000248
Account # 1995669544

Domestic ACH

EthDenver LLC
Routing # 102000076
Account # 1995669544

International Wire

Wire Routing Transit #	121000248
SWIFT Code	WFBIUS6S
Bank Name	Wells Fargo Bank San
City, State	Francisco, CA
Account Number	1995669544
Title of Account	ETHDenver LLC

Check

Payable to:	Mail to:
EthDenver LLC	EthDenver LLC
	1624 Market St., Ste. 226 #93720
	Denver, CO 80202

Thank you!
The ETHDenver team

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ETHDenver LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1624 Market St. Suite 226 #93720

6 City, state, and ZIP code

Denver, CO 80202

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

3	5	-	2	6	1	2	0	2	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► **1/1/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.