



### Terms and Conditions

#### -Partnership-

#### 1. INTERPRETATION

##### “Foundation Fish&Season”

means the Board of the Foundation of Fish&Season which is an organization promoting sustainable fish;

##### “ Partner”

means the membership grade of “partner” of Foundation Fish&Season and does not bear the meaning of partner or partnership in the ordinary sense.

#### 2. DURATION

- 2.1 The Partnership is valid for a period of one (1) year commencing from the date of certificate issued.
- 2.2 The duration and validity of Partnership shall be subject to the validity of the Star Sponsorship Agreement.

#### 3. SUBSCRIPTION FEES

- 3.1 The Partner shall pay the Star Sponsor [HK\$2,680 per annum] as the subscription fee which shall be paid within one (1) month of the Partnership approval returned.
- 3.2 Subject to clause to 3.3 below, the subscription fee shall be refundable on pro-rata basis in the event of termination of the Partnership.
- 3.3 No refund of subscription fee shall be made if the termination of the Partnership is made pursuant to clause below.

#### 4. OBLIGATION AND BENEFIT

- 4.1 The Partner shall consume from the Star Sponsor a minimum of five (5) sustainable seafood products, as such identified by a product certificate issued by the Foundation Fish&Season in each half-yearly period.
- 4.2 The Partner will be issued with a Certificate certifying its status of Partner of Foundation Fish&Season.
- 4.3 The Partner is authorized only to display, adhere, attach and use the name and/or the logo of Fish&Season and/or the “eco-label” on its product, as such identified by a product certificate issued by the Foundation Fish&Season, trade items, leaflets, packaging, publication and promotional materials in the territory of [Hong Kong].
- 4.4 The form and design in which the name and/or the logo of Fish&Season is to be used is subject to the approval of the Star Sponsor and in any event shall not be distasteful.





### 5. TERMINATION

- 5.1 The Star Sponsor shall have the discretion to terminate the Partnership if the Partner fails to attain the consumption requirement stipulated in clause 4.1 above.
- 5.2 If the reputation of the Foundation Fish&Season and/or the Star Sponsor is caused by the conduct of the Partner, the Star Sponsor shall give to the Partner written notice requesting the Partner to rectify the conduct within a period of no less than one (1) month. The Star Sponsor shall be entitled to terminate the Partnership if the Partner fails to rectify the conduct without reasonable excuse or the conduct is repeated despite two (2) previous written notices.
- 5.3 The Partner shall be responsible for the conduct of its employees, servants or agents whose conduct shall be regarded as conduct of the Partner for the purpose of clause 5.2 above.
- 5.4 The Partnership will be terminated automatically upon termination of the Star Sponsorship Agreement and the Star Sponsor shall not be liable for any claim, compensation or damages whatsoever to the Partner.
- 5.5 Without prejudice to clause 5.6 below, the Partner shall cease or cause to be ceased the use of the name and/or the logo of Fish&Season and/or the “eco-label” on any publication or article whatsoever in the event of termination of this Agreement for whatever reason.
- 5.6 The Partner shall cease or cause to be ceased the use of the name and/or the logo of Fish&Season and/or the “eco-label” on any publication or article whatsoever upon expiry of this Agreement or termination pursuant to clause 5.2 above.

### 6. NON-CONSITUTION OF PARTNERHIP

None of the provisions of the Partnership shall be deemed to constitute a partnership between the parties hereto.

### 7. TRANSFERRABILITY

The Partnership is exclusive to the Partner and is not transferable or assignable in any circumstances.

