

## SPONSORSHIP AGREEMENT

no. \_\_\_\_ / \_\_\_\_\_

Concluded by and between

**1.1 The KRONOSPAN FOUNDATION**, a not for profit, non governmental foundation, with headquarters located at 1 Strunga Mieilor Street, Room 1, Brasov, Brasov county, Romania, registered at the Foundations and Associations Registry held by Brasov Courthouse under no. 85/2011, CIF 29167440, duly represented by Mircea Nedelea acting as a Member of the Board of Directors and by Dr. Oana Bodea acting as President hereinafter referred to as the "**Beneficiary**" or the "**Foundation**"

**1.2** \_\_\_\_\_, with its registered office in \_\_\_\_\_, registered at \_\_\_\_\_ under no. \_\_\_\_\_, having sole registration / VAT no. \_\_\_\_\_, represented by \_\_\_\_\_, acting as \_\_\_\_\_, hereinafter referred to as the "**Sponsor**"

The Parties hereby agree to conclude the present Sponsorship Agreement, in the following terms and conditions:

### **2. Object of the Agreement**

**2.1** The Sponsor hereby commits to provide financial support the activities that shall be performed by the Foundation and shall transfer the amount of \_\_\_\_\_ EUR to the Foundation, with the title of sponsorship (the "**Sponsorship**"), amount which shall be used at the discretion of and by the Foundation, according to its declared scope of activity, namely:

- a. actions for the benefit of the community, organisation of events, sponsoring of events in the interest and benefit of the community etc.;
- b. activities for the improvement of the education and health standards and the support of equality;
- c. activities for the environmental protection (environment cleaning, conferences, organisation of events in order to raise funds for environmental programmes/activities etc.);
- d. any other activity within the scope and purposes mentioned above

**2.2** The Sponsorship amount shall be transferred into the bank account of the Foundation IBAN RO84 BACX 0000 0006 3679 1001 (EUR account) or RO30 BACX 0000 0006 3679 1003 (USD account), Bank: UniCredit Bank, Brasov branch, SWIFT: BACXROBU, BIC: BACX, in a term of 10 days from the signing of the present Agreement.

### **3. Term of Agreement. Duration of Sponsorship**

**3.1** The present Agreement enters into force on the day both parties, through their authorized representatives, have hereto duly affixed their signature and stamp and shall continue to be valid for 1 year.

### **4. Obligations of the parties**

#### **4.1** Obligations of the Beneficiary

- (i) to use the Sponsorship for the purposes in which it has been awarded, respectively for the accomplishment of Foundation goals, as stated in the Articles of Incorporation and Statute of the Foundation.

#### **4.2** Obligations of the Sponsor

- (i) to effect transfer of the Sponsorship in the amount and in the timeframe agreed in the present Agreement;
- (ii) not to seek or otherwise demand, directly or indirectly, control over the activities of the Foundation.

### **5. General Data Protection Regulation**

5.1. The Parties shall inform each other and accept that, in the performance of the Agreement, it is likely that certain personal data, such as, but no limited to name and first name, profession, position held, signature, telephone number of the Parties' employees, but also of other persons who work under their control and/or supervision, including business parties or subcontractors (all these persons being hereinafter referred to as "Data subjects") that they are disclosed to the other Party, to be processed by this Party and/or to be transferred to a third country (outside the European Economic Area), to a worldwide affiliated enterprise (in compliance with certain specific rules) to its representatives for the purpose of the execution of the Main Agreement, as well as for other activities related to the field of activity of each Party.

5.2. Each Party shall store the Data Subjects' personal data thus received only for the period necessary for achieving the goals mentioned above and/or in the Agreement. Also, the Parties establish and accept that it is possible that the Data Subjects' personal data are necessary to respond to their requests or to address certain issues and/or to comply with certain applicable legal requirements. Consequently, the Data Subjects' personal data could be kept for a reasonable period of time since the last interaction according to the Agreement (usually 5 years, as imposed by the tax legislation or in compliance with the limitation periods established by the civil or criminal legislation).

5.3. Each Party shall observe all the legal and contractual provisions concerning the obligation to inform its own employees and/or other persons who work under their control and/or under their supervision on the processing of Data subjects' personal data for the purpose of the execution of the Agreement and their rights, especially: (i) the right of access to the personal data; (ii) the right to rectification; (iii) the right to data erasure; (iv) the right to restriction of processing; (v) the right to data portability; (vi) the right to opposition; (vii) the right to lodge a complaint with the supervisory authority.

5.4. The Parties shall ensure that, in compliance with GDPR and with the other national and European legal provisions in the field of personal data protection, they are entitled to process the Data subjects' personal data and they are authorized to put at the other Party's disposal these data in compliance with the legal provisions and in order to ensure the lawfulness of the processing of personal data.

5.5. Each Party shall be individually liable for the Data subjects' personal data which it processes in the performance of the Agreement and for ensuring the technical and organisational measures of appropriate protection of personal data in compliance with GDPR and with the other legal provisions concerning the personal data protection.

## **6. Governing law and Dispute resolution**

6.1. This Agreement shall be governed by and construed in accordance with the laws of Romania.

**IN WITNESS HEREOF**, the parties hereto have signed this Agreement in 2 (two) original counterparts, one for each Party.

**Beneficiary**

**Kronospan Foundation**

**Mircea Nedelea**

**Member of the Board of Directors**

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**Dr. Oana Bodea**

**President**

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**Sponsor**

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