

SPONSORSHIP AGREEMENT – TERMS & CONDITIONS

CX Asia Week
21 – 22 November 2023

This Sponsorship Agreement shall be subject to the Company's terms and conditions of Sponsorship as set forth below, **and by registering online/ upon payment of 100% Sponsorship Fee**, the Sponsor hereby confirms its acceptance of those terms and conditions.

1. Application

1.1 These terms and conditions (the "Conditions") shall apply to the agreement for the sale of a sponsorship package by the Company to the sponsor named above, in relation to the event specified and shall apply in place of, prevail over and supersede any terms or conditions contained or referred to in correspondence, brochures, catalogues or elsewhere or implied by trade, custom, practice or the course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Company and any purported provisions to the contrary are hereby expressly excluded or extinguished and the supply of the Sponsorship Package shall not constitute acceptance of any other terms.

1.2 In entering into the Sponsorship Agreement the Sponsor acknowledges that it has not relied on and the Company shall not be liable for any representation, warranty, advice or recommendation made by or on behalf of the Company unless as expressly provided in these Conditions.

2. Payment Terms

2.1 100% of the Sponsorship Fee is payable within 14 days upon signature of the Sponsorship Agreement. If the agreement is signed within 14 days of the event, payment is due 5 working days prior to the event date. The Company reserves the right to charge 8% interest per annum on any outstanding overdue amount from the Sponsor until payment in full is received. No services, including pre-event marketing, will be performed by the Company until full payment is received, as specified above. Strictly no admittance to the Event without full payment.

2.2 All payments must be received by the relevant due date in accordance to the payment terms specified. In any case, there shall strictly be no admittance to the conference without full payment. For the avoidance of doubt, the Company will be entitled to withhold the provision of any or all rights, licences and/or services contained within the Sponsorship Package unless payment is received by the relevant due date.

2.3 All prices quoted are exclusive of any applicable duties or taxes (including any value added tax or other similar sales or turnover taxes or duties) properly chargeable in the jurisdiction where the Event is held in accordance with applicable laws in respect of the payment of the Sponsorship Fee and as advised by the Company. The Sponsor shall pay such value added tax or other similar sales or turnover taxes or duties at the applicable prevailing rates promptly upon receipt of an invoice from the Company evidencing any such duties or taxes. It is further noted that withholding taxes are not applicable and the Company can provide documentation upon request. In all cases, for the avoidance of doubt, the Company's invoice issued pursuant to this contract shall be paid in full..

2.4 All payments will be made in the currency of the Company's invoice without any deduction or withholding for any reason.

2.5 The Company reserves the right to charge interest on any outstanding amounts due from the Sponsor at the annual rate of eight percent (8%) from time to time in force until payment in full is received, plus any fees and costs (including any debt collection agency fees or legal expenses) incurred by the Company in recovering outstanding amounts owed by the Sponsor.

3. Cancellation

3.1 If a Sponsor cancels at any time, for any reason, the Sponsor will remain liable for the entire Sponsorship Investment amount, plus interest and collection fees as described above. The parties acknowledge that this amount is in the form of liquidated damages and not as a penalty, and bear a reasonable relation to the damages IQPC will sustain by reason of cancellation, which are uncertain and difficult to estimate.

3.2 In the event that IQPC postpones the event for any reason (excluding as a result of a Fortuitous Event), Sponsor shall be given an alternative sponsorship package of comparable standard and benefits on the rescheduled event.

3.3 In the event that IQPC cancels the event for any reason (excluding as a result of a Fortuitous Event) a credit of equivalent value towards a future IQPC Asia event, such credit to be valid within the calendar year.

3.4 If impractical to deliver because of circumstances outside of IQPC's control, instead of cancellation or postponement, IQPC reserves the right to deliver the event in whole or in part via an online platform.

3.5 "Fortuitous Event" is defined as any unforeseen occurrence or any other event that renders performance of this conference inadvisable, illegal, impracticable or impossible, including but not limited to Acts of God, governmental restrictions and/or regulations; war or apparent act of war; terrorism or apparent act of terrorism, disaster, civil disorder, disturbance and/or riots; suspension and/or restriction on transportation facilities/means of transportation; performance failures of parties; reportable, communicable and virulent disease outbreak, public health emergency outside the control of the contracting parties; strikes or any other emergency making it commercially inadvisable, illegal, impracticable or impossible for either party to perform under this Agreement). In the event of Fortuitous event, refunds will not be given. Furthermore, the Company will be able to treat itself as wholly or partly released from its obligations to provide the Sponsorship Package and will not be under any liability to the Sponsor for any failure to perform its obligations.

4. Sponsorship Package

4.1 Whereas every reasonable effort will be made to ensure the Sponsorship Package is provided as set out in the Sponsorship Agreement, the Company reserves the right to change the Sponsorship Package without recourse so long as in the reasonable opinion of the Company it does not materially change the substance of the Sponsorship Package. Although IQPC will undertake to aggressively market each event, the Company is unable to guarantee the number of delegates that will attend a conference.

4.2 Where a package includes promotion of the Sponsor's logo in marketing and advertising materials, the Sponsor agrees (a) to grant Company a limited, royalty-free license to use Sponsor's logo for the purposes contemplated in this Agreement and (b) to provide the required logo(s) to the Company before the reasonable date specified by the Company as the deadline for preparation of said materials. Should the logos not be received in time by the Company, the Sponsor risks not being included in these materials and, under this circumstance, the Company will not be considered to have breached the contract.

5 Changes regarding the Event

5.1 IQPC reserves the right to make such changes to the time schedule, presenters or in the general plan of the conference, including but not limited to alteration of the format of the event, the delivery model or its elements, as may be deemed necessary or advisable by IQPC in its sole discretion. If impractical to deliver because of circumstances outside of IQPC's control, instead of cancellation or postponement, IQPC reserves the right to deliver the event in whole or in part via an online platform.

5.2 Requests by the Sponsor regarding changes to marketing material (including logos), stand specifications, etc. must be made in writing to the Sponsorship Operations Manager. IQPC will make reasonable efforts to accommodate change requests, but Sponsor acknowledges that late requests (14 days or less before the Event date) may not be able to be accommodated.

6. Photographs

6.1 Unless the IQPC sales representative is advised in writing otherwise on a date prior to the event date, Sponsor consents to IQPC using the provided photographs of the Sponsor's representative(s) and/or booth in IQPC brochures, other IQPC marketing materials and the IQPC website for all legal purposes. It is understood that the Sponsor will not be entitled to any remuneration in connection with such usage.

7. Delegate Lists

7.1 Sponsor acknowledges that the information contained in attendee and registration list(s), as well as in any lead lists, if such leads are included as a deliverable under this Agreement, are confidential and are licensed to Sponsor on a non-exclusive basis on the grounds that Sponsor shall not under any circumstances sell, publish, disclose, transfer, distributed copy, forward or duplicate such information, in whole or in part, in any manner or form, for any reason, to any third party. The information may be used for Sponsor's internal purposes only. Sponsor further agrees that its use of this information shall be in compliance with all applicable anti-spam laws, data protection laws and regulations.

7.2 Both parties acknowledge that, for purposes of any applicable Data Protection legislation, IQPC Shared Services Limited and Sponsor are both independent "controllers" and as independent "controllers" both parties will comply with data subject rights, data protection principles and other "controller" obligations with regards to processing of personal data of delegates, which may include collection, sharing and processing for purposes of direct marketing. IQPC relies upon such lawful rights under applicable Data Protection legislation as are necessary to enable personal data of data subjects to be shared with Sponsor/Exhibitor for marketing and communication purposes.

7.3 Sponsor agrees that it will not contact these leads or attendees in advance of the event without advance written consent from IQPC (other than those persons who are existing customers or contacts of Sponsor in the ordinary course of business).

7.4 Sponsor agrees to hold harmless and indemnify IQPC for any loss it may incur as a result of Sponsor's breach of the obligations in this Section, including any court costs and legal fees.

7.5 Sponsor acknowledges and agrees that, if required by applicable data protection laws (including the EU General Data Protection Regulation (EU GDPR) and the UK General Data Protection Regulation (UK GDPR)), it will, as requested, provide additional legally-required information regarding data privacy to IQPC and/or agree to additional data protection processes as a condition to receiving any EU or UK data as part of its deliverables. More information can be found in the "International Transfers" section of IQPC Privacy Policy [\[here\]](#).

7.6 Where personal data subject to GDPR is transferred outside the European Economic Area or the United Kingdom, and Sponsor is not already subject to the obligations of the EU or the UK GDPR, and unless Sponsor is based in an 'adequate country' or is covered by a suitable approved data privacy framework, Sponsor agrees as a condition of receiving any EU data that it will adhere to the EU Standard Contractual Clauses as set out [here](#), and as a condition of receiving any UK data that it will adhere to the UK Addendum to the EU Standard Contractual Clauses, as set out [here](#). If applicable, please sign below to confirm you accept the terms of the EU Standard Contractual Clauses and the UK Addendum

8. Conditions

8.1 The Sponsor is expressly and unconditionally forbidden to resell, or allow for resale by any of its own staff or clients any elements of the Sponsorship Package purchased.

8.2 The Sponsor shall not share any of the rights or licences granted under Schedule 1 of the Sponsorship Agreement or engage in joint promotions in relation to the Event except in each case with the prior written consent of the Company.

8.3 The Sponsor agrees to abide by all rules and conditions imposed by the Company and the owners of the Event venue including, without limitation, any and all conditions of sale applicable to tickets for the Event as well as other rules relating to the Event.

8.4 The Sponsor shall not use or exploit any of the rights or benefits contained in the Sponsorship Package in such a way that is or might reasonably be expected to be prejudicial or defamatory to the image or reputation of the Company or the Event.

8.5 The Sponsor will provide the Company with all relevant artwork and design for the Sponsor's logo which the Company may reasonably require to provide the Sponsorship Package. The Sponsor undertakes to deliver to the Company the artwork and design for the logo and any additional information that is required by the Companies sign off date. If the Sponsor fails to deliver such information by the sign off date this agreement will remain in force with the exception that the logo and any additional information will be excluded from the Company's marketing materials.

8.6 The Sponsor grants the Company a non-exclusive royalty-free licence to use the Sponsor's logo in providing the Sponsorship Package to the Sponsor.

8.7 The Sponsor shall exercise all rights and licences granted under the Sponsorship Agreement in accordance with all applicable laws.

9. Reservation of Rights

9.1 All intellectual property rights (including, without limitation, copyright, trade marks, trade names, database rights, goodwill or patents) in any material or works that are created by the Company in relation to the Event (including the Event name, brochure, CD-Rom, programme and any other documentation) shall belong to the Company and no rights are granted to the Sponsor other than as expressly provided for in the Sponsorship Agreement.

9.2 The Sponsor shall not use any trade mark, trade name, logo, symbol or device of the Company or the Event without the prior written consent of the Company and then only in relation to the Event.

9.3 The Company reserves to itself all rights relating to the promotion of the Event other than those rights granted under the terms of the Sponsorship Agreement including, but not limited to, contracting other sponsors, suppliers or exhibitors to advertise or promote their products or services in relation to the Event.

10. Liability and Indemnity

10.1 Neither Party shall be liable to the other party for damages exceeding the fees paid or payable under this agreement. The foregoing limitation of liability shall not apply to a party's breach of data privacy obligations, or the party's obligations of indemnification or confidentiality.

10.2. The Sponsor agrees to indemnify and hold harmless IQPC, its affiliates and their respective employees, from and against any costs (including defense costs), claims, demands, or causes of action brought against IQPC by any third party arising out of or relating to Sponsor's gross negligence or intentional misconduct in connection with this Agreement..

11. Miscellaneous

11.1 The Company shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. The Sponsor shall not assign or charge the benefit of the Sponsorship Package without the express written consent of the Company.

11.2 No waiver by the Company of any breach of these terms and conditions **by** the Buyer shall be considered to be a waiver of any subsequent breach of the same or any other term of the Agreement.

11.3 No variation of these terms and conditions shall be effective unless confirmed in writing by the Company and such confirmation contains a specific reference to these terms and conditions being varied. The Sponsorship Agreement and these Conditions constitutes the entire agreement between the parties and will supersede all prior agreements or understandings concerning such subject matter.

11.4 The Sponsorship Agreement and any disputes under it shall be governed and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Singapore courts.