



E-Commerce One to One  
The Slate Resort (Formerly The Indigo  
Pearl), Phuket, Thailand

### **Terms and conditions of business:**

Support by E-Commerce One to One: E-Commerce One to One will coordinate with Sponsor as to the schedule of events at each E-Commerce One to One Summit and provide both pre-event and onsite support for Sponsors in order to assist them to maximise the value of their participation. E-Commerce One to One reserves the right to create the Master Schedule, and will use commercially reasonable efforts to work with each sponsor to resolve any scheduling issues.

Other Sponsor Obligations: Sponsor will be responsible for the scheduling of its Company attendees and for all additional costs associated with such attendance, including travel and expenses and any additional passes to the event beyond the Full Summit passes to Event provided by E-Commerce One to One listed above as part of this Sponsorship agreement.

Other E-Commerce One to One Obligations: E-Commerce One to One will prepare an event calendar for each event that will include additional opportunities for personal communication and networking, as well as a program of Content and Presentations, open to all attendees, that it deems relevant to the Interactive Advertising and Media industry. E-Commerce One to One may also provide certain meals, refreshments and event related transportation in connection with scheduled events for each E-Commerce One to One Summit. E-Commerce One to One will publicise the events in its own media and/or third party media and will solicit additional attendees for the scheduled public sessions.

Relationship of Parties: Nothing in this Agreement shall be construed as constituting a partnership between Sponsor and E-Commerce One to One. Both Sponsor and E-Commerce One to One will retain all rights to any logos, trademarks and service marks of their respective organisations although Sponsor and E-Commerce One to One both expressly consent to the use and display of such marks, individually and in connection and juxtaposition with each other and the marks of other Sponsors, in connection with the promotion of the events, post-event publicity or follow-up activities and of course, with respect to the Events themselves. Neither party shall represent that it has any right or authority to bind the other, or create any obligations, express or implied, except as expressly provided in this Agreement.

Cancellation Policy: Due to the necessity for advance planning, printing and publicity if a sponsor desires to cancel the agreement the sponsor may do so by giving written notice thereof to Comexposium. In such event, the sponsor shall be liable for the following cancellation fee: 66% of the total cost of Sponsor's participation if such cancellation is effective more than 120 days prior to scheduled opening of the affected E-Commerce One to One Summit; and 100% of the total cost of Sponsor's participation if such cancellation is effective within 120 days prior to the affected E-Commerce One to One Summit. Payment of cancellation fee must be received by Comexposium within 15 days after cancellation. The effective date of any cancellation shall be the date Comexposium actually receives written notice as specified above. The Sponsor understands this cancellation fee has been incorporated into this Agreement as a valid pre-estimate of damages Comexposium will sustain which will not be capable of precise determination, and is considered to be liquidated and agreed-upon damages suffered as a result of Sponsor's cancellation, and is not a penalty. Subsequent reassignment of cancelled sponsorship shall not affect this cancellation assessment.

Disclaimer of Warranties; Limitation of Liability: E-Commerce One to One disclaims all warranties express or implied, except those warranties and representations expressly made in this Agreement. E-Commerce One to One shall not be in breach of this agreement in the event it is unable to perform its obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the failure or substantial failure of the Internet, the destruction or uninhabitability of any event venue or other reasons or conditions beyond its reasonable control. In no event shall E-Commerce One to One be liable to any person or entity for any consequential or incidental damages for loss of business, profits or loss of business information or any other loss or claim whatsoever, arising out of Sponsor's participation in the E-Commerce One to One Summit series.

Confidentiality: Parties agree that they will maintain in confidence the terms and conditions of this Agreement, as well as any other Confidential information that identified and communicated as such by one party to the other at the time of disclosure. The party receiving such confidential information agrees not to use or disclose or apply such information, except in performance of the terms of this Agreement. Such obligations shall not apply to information that becomes part of the public domain through no fault of the receiving party.

Non-Assignability: Sponsors rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of E-Commerce One to One.

Waiver: Failure of either party to enforce any of its rights under any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the parties to enforce each and every other provision of this Agreement.

Miscellaneous: This Agreement shall be governed by the laws of Singapore. All notices under this Agreement shall be in writing and sent to the parties at the address first stated above. A notice shall be deemed given on the date it was sent. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and representations. This Agreement shall not be modified except by a writing signed by both parties.