



## **CARIBBEAN INVESTMENT SUMMIT 2019** **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the last signature date below (hereinafter referred to as the "Effective Date") by and between **OPEN Interactive Inc**, a limited liability company registered under the laws of St Kitts and Nevis with registration number 47/2014 , having its registered office at Wilkin Street, Basseterre, St Kitts and Nevis, duly represented here-on by its Chief Executive Officer, Stachio Williams (hereinafter referred to as the "Organiser"), and the sponsor/exhibitor identified below (hereinafter referred to as the "Sponsor/Exhibitor").

Each hereinafter referred to as a "**Party**" and collectively the "**Parties**".

WHEREAS the Organiser organises the event **Caribbean Investment Summit 2019** (hereinafter referred to as "CIS 2019") to be held from 19 to 21 June 2019, inclusive; and

WHEREAS the Sponsor/Exhibitor is willing to sponsor/exhibit in the CIS 2019.

NOW THEREFORE, it is hereby agreed and covenanted between the Parties as follows;

### **1. Organiser's obligations**

**1.1.** In consideration for the Sponsor's/ Exhibitor's participation in the CIS 2019, the Organiser shall provide the Sponsor/Exhibitor the benefits as better set out in Appendix 1, which is incorporated and hereby made a part of this Agreement (hereinafter referred to as the 'Benefits').

### **2. Sponsor's/Exhibitor's obligations**

**2.1.** For its participation as a Sponsor of/Exhibitor in the CIS 2019, the Sponsor/Exhibitor shall pay to the Organiser a fee as better set out in Appendix 2, which is incorporated and hereby made a part of this Agreement (hereinafter referred to as the 'Sponsorship/Exhibition Fee').

### **3. Sponsor Trademarks/Sponsor Materials**

**3.1.** Subject to the terms and conditions of this Agreement, the Sponsor/Exhibitor grants to the Organiser the right to use the Sponsor's/Exhibitor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to the Organiser by the Sponsor/Exhibitor, in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the CIS 2019 and in accordance with Sponsor's/Exhibitor's trademark usage guidelines.

### **4. Applications**

**4.1.** Applications for Sponsorship and choice of Exhibition space at the CIS 2019 should be made on the official registration form and official website. Both are allocated on a strictly 'first-come, first-served' basis.

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### **6. Payments**

**6.1.** An invoice will be issued on receipt of the sponsorship form and payment should be made in full within the date stipulated in the invoice.

### **7. Sponsors/Exhibitors Cancellations**

**7.1.** Sponsors/Exhibitors wishing to cancel a booking must do so in writing to the Organiser. Receipt of such will be confirmed in writing by return. In the event of such occurrence, and in view of the fact that the Organiser incurs considerable costs prior to the event including marketing, promotion and administration expenses, the following charges for cancellations shall apply:

100% of the Sponsorship fee is payable for cancellations within 5 weeks of the event

### **8. Bankruptcy**

**8.1.** In the event of an Exhibitor or Sponsor becoming bankrupt, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the Agreement with him may be terminated at the option of the Organiser and the full Sponsorship/Exhibition Fee shall be due and payable with immediate effect.

## **9. Sub-letting or Shared Stands**

**9.1.**An exhibitor may only sub-let or share a stand with the prior written consent of the Organiser.

## **10. Registration of Staff**

**10.1.** Staff from Sponsors and Exhibitors who wish to attend conference sessions (where applicable) at the event must register as full delegates, unless a specific prior arrangement has been made with the Organisers.

## **11. Information and Copyright**

**11.1.** Information supplied by the Organiser in relation to the CIS 2019 is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation. Any inaccuracy, mistakes or omission in such information shall not entitle the Sponsor or Exhibitor to cancel this Agreement. All information and data relating to the Termination shall be without prejudice to any rights or liabilities of any Party arising prior to termination.

**11.2.** All information and data relating to the event is the copyright of the Organiser and cannot be passed on to any third party for any purpose. Lists and information relating to participants may only be used in relation to the Sponsor's or Exhibitor's presence at the CIS 2019.

## **12. Websites & Links**

**12.1.** The CIS 2019 website may link to other websites and networking tools, provided for the convenience of the users. The contents of these websites are maintained by their respective owners, for which the Organiser shall bear no responsibility; neither shall any responsibility whatsoever be assumed by the Organiser for contents of any website linking to the CIS 2019 website. Term and Termination.

**12.2.** Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through June 30, 2019 unless earlier terminated as otherwise provided in this Agreement.

**12.3.** The Organiser shall be entitled to terminate this Agreement at any time for any reason. In the event the Organiser terminates this Agreement for any reason other than the Sponsor's/ Exhibitor's breach, the Organiser shall refund any fees received from the Sponsor/Exhibitor, and at Sponsor's/Exhibitor's expense, return any materials, and equipment, hardware and/or software loaned by the Sponsor/Exhibitor for the CIS 2019.

**12.4.**The Sponsor/Exhibitor may terminate this Agreement for breach by the Organiser after giving the Organiser at least thirty (30) days prior written notice specifying the nature of the breach, and giving the Organiser no less than thirty (30) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the thirtieth day.

**12.5.** If breach occurs fewer than thirty (30) days prior to the CIS 2019, the Sponsor/Exhibitor may terminate this Agreement for breach if such breach is not cured by the first day of the CIS 2019.

**12.6.** If the Organiser terminates this Agreement due to a Sponsor's/Exhibitor's breach, the Organiser shall retain any fees received from the Sponsor/Exhibitor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of the Sponsor/ Exhibitor shall be returned at the end of the CIS 2019 and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

**12.7.** If the Sponsor/Exhibitor terminates due to an Organiser's breach, the Sponsor/Exhibitor shall be entitled to seek a full refund of any fees paid, subject to the conditions stipulated under Clause 13.3 of this Agreement, and for the return of any equipment, materials and hardware or software of Sponsor.

**12.8.** Termination shall be without prejudice to any rights or liabilities of any Party arising prior to termination.

### **13. Indemnification & limitation of Liability**

**13.1.** The Organiser shall have no liability whatsoever for any claims, demands, pretensions, costs, expenses, disbursements, fines, penalties, damages, losses or liabilities incurred by the Sponsor/ Exhibitor or any other person directly or indirectly as a result of any services rendered pursuant to this Agreement except to the extent that and subject to this provision they are determined by a competent court or arbitrator to have resulted from the fault and/or negligence of the Organiser.

**13.2.** The Sponsor/Exhibitor shall hold harmless, release and indemnify the Organiser from any and all actions, suits proceedings, claims, demands, pretensions, costs, expenses, disbursements, fines, penalties, damages, losses and/or liabilities which may arise or occur, be taken, commenced, made, incurred by or sought from or against the Sponsor/Exhibitor or any other person as a result of any act or omission of the Sponsor/Exhibitor in connection with this

Agreement and in relation to CIS 2019 or otherwise as a direct or indirect result of the facilities provided pursuant to the Agreement or in consequence hereof, except to the extent that, and subject to this provision, they are determined by a competent court or arbitrator to have resulted from the fault and/or negligence of the Service Provider.

**13.3.** The liabilities set out in this provision shall be subject to the proviso that the aggregate liability which may be attributed to the Organiser pursuant to the terms thereof shall be limited to the Sponsorship/Exhibition Fee paid by the Sponsor/Exhibitor.

#### **14. Force Majeure, Alteration, Cancellation and Postponement**

**14.1.** No failure or omission by the Organiser to perform or observe the terms and conditions of this Agreement will: (a) give rise to any right of action or claim against it; or (b) be treated for any purpose as a breach of this Agreement; if such failure or omission arises from any cause reasonably beyond the control of the Organiser, including but not limited to causes or circumstances that are unforeseeable or whose happenings are unpreventable or unavoidable.

**14.2.** It may be necessary for the Organiser to alter the advertised content, timing, date, location and/or site layout of CIS 2019. The Organiser reserves the right to do this at any time during the term of this Agreement and without liability towards the Sponsor/Exhibitor for any expenditure, damage or loss incurred by him/her. In the event of such occurrence, the Organiser undertakes to provide the Sponsor/Exhibitor with notice of any alterations as soon as is reasonably practicable.

**14.3.** The Organiser reserves the right to cancel CIS 2019 at any time during the term of this Agreement and, in the event of such occurrence, undertakes to provide the Sponsor/Exhibitor with notice of the same as soon as is reasonably practicable.

**14.4.** In the event that the Organiser cancels CIS 2019 (pursuant to clause 14.3), the Sponsor/Exhibitor shall be entitled to either: (i) a credit for a future event organised by the Organiser of the Sponsor's/Exhibitor's choice (up to the value of the Sponsorship/Exhibition Fee); or (ii) terminate this Agreement with immediate effect and obtain a refund (calculated in good faith) of an amount that reflects the total sums paid by the Sponsor/Exhibitor at the date of cancellation minus the value of any Sponsorship/Exhibition Rights received by the Sponsor/Exhibitor prior to the date of cancellation. Any such refund shall be paid by the Organiser within 45 days of receipt of confirmation from the Sponsor/Exhibitor to terminate the Agreement.

## **15. Disclaimer**

**15.1.** Whilst the Organiser shall make every effort to secure a high level of attendance of delegates to the event, for the avoidance of any doubt, no guarantee of delegate numbers can be given and no discounts or refunds are available if delegate numbers do not reach the projected levels.

## **16. Assignment**

**16.1.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

## **17. Counterparts**

**17.1.** This Agreement is executed online. Each party shall email back a signed copy for record keeping.

## **18. Amendment and Supplement**

**18.1.** Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

## **19. General**

**19.1.** All notices to be given under this Agreement will be in writing. Notices may be delivered personally, by registered mail, email or facsimile transmission.

**19.2.** This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective legal successors but shall not otherwise be assignable by either Party without the written consent of the other Party which consent shall not be unreasonably withheld.

**19.3.** No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. In order to be effective any waiver/s must be in writing.

**19.4.** If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed by the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

**20. Governing Law**

**20.1.**This Agreement shall be governed by and construed in accordance with the laws of St Kitts and Nevis.

**20.2.**The validity, interpretation and performance of this Agreement and the provision of the Service Provider’s services to the Client shall be governed by and construed in accordance with St Kitts and Nevis law and will be subject to the exclusive jurisdiction of the St. Kitts and Nevis and the Eastern Caribbean Supreme Court.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed as of the day and year stated below.

\_\_\_\_\_  
Stachio Williams  
For **OPEN Interactive Inc**

\_\_\_\_\_  
Sponsor Company / Name

**APPENDIX 1**

See sponsorship provisions at cis2019.events

**APPENDIX 2**

For its participation as a Sponsor of/Exhibitor in the CIS 2019, the Sponsor/Exhibitor shall pay to the Organiser in accordance to the provisions set out below.

**Amount:** USD - \_\_\_\_\_

**Payable by international transfer to:**

**BANK NAME:** CIBC FIRSTCARIBBEAN INTERNATIONAL BANK

**BANK ADDRESS:** P O BOX 42, THE CIRCUS  
BASSETERR, ST. KITTS

**SWIFT ADDRESS:** FCIBKNSK

**BENEFICIARY ACCOUNT NUMBER:** 107028807

**BENEFICIARY NAME:** OPEN Interactive Inc

The due date for the payment is stipulated in an invoice to be shared separately by the organizer.