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CONTRACT NO:

DATED THIS DAY OF 20XX

BETWEEN

AAA LTD
(Company No. ……..)

AND

BBB
(Company No. ……..)

SPONSORSHIP AGREEMENT

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made this day of 20XX

BETWEEN

AAA LTD (Company No. ……..), a company incorporated in Singapore with a registered address at ……. ("**AAA**" or "**Sponsor**") of the one part;

AND

BBB LTD (Company No. ……..), a company incorporated in Vietnam with a registered address at ……. ("Agency") of the other part.

The Sponsor and the Agency shall hereinafter be referred to individually as "**Party**" or collectively as "**Parties**", as the case may be.

WHEREAS:

(A) The Sponsor is in the business of operating online service through its application / platform presently called "XYZ" (or such other brand name as may be decided by the Sponsor in its sole discretion), which provides end-users with, community, communication, social networking and other online services, as made available by the Sponsor from time to time in its sole discretion.

(B) The Sponsor is desirous of obtaining certain sponsorship or promotional opportunities on an **exclusive basis** in relation to the Agency's specific gaming and esports talents as listed and named in Schedule A below ("**Talents**"). The Agency represents and warrants that it possesses the required resources, expertise, knowledge, experience and skill for the purpose of supplying the Talents to the Sponsor, which the Sponsor's Promotional Entitlements will be performed by the Talents selected by the Sponsor.

(C) In reliance on the foregoing representation and warranty from the Agency, as well as those subsequently set out in this Agreement, the Sponsor desirous of obtaining certain sponsorship or promotional opportunities from the Agency on an exclusive basis.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

SPONSORSHIP AGREEMENT

"Agreement" means this Agreement and any and all appendices and exhibits hereto (if any), and shall include any modification, amendment or addition as may be agreed in writing by the Parties from time to time;

"Claims" means any and all demands, claims, actions, liabilities, penalties, losses, damages, costs (including, without limitation, any legal and other professional costs) and expenses which are incurred by either Party as a result of a breach by the other Party of any of that other Party's obligations, duties, representations, undertakings or warranties under this Agreement. For the avoidance of doubt, "**Claims**" shall also include any demands, claims, actions, liabilities, penalties, losses, damages, costs and expenses which are incurred by the Sponsor as a result of a breach by any Sub-Contractor engaged by the Agency for the performance of any of the Agency's obligations, duties, representations, undertakings or warranties under this Agreement;

"Commencement Date means the effective date of this Agreement which is 1 September 20XX regardless of the date of execution of this Agreement;

"Confidential Information" means all trade secrets, information, lists, software, data, designs, know-how, programs, documents and intelligence, whether in machine readable, visually readable or other form, which are the property or in the lawful possession of the Agency or AAA, and which are not accessible or known to the general public, except that the following shall not be considered "Confidential Information":

(a) information which is in the public domain other than by the recipient's breach of this Agreement or any confidentiality agreement;

(b) information which was previously known to the recipient party, as established by written records of the recipient party, prior to receipt from the other party;

(c) information which was lawfully obtained by the recipient party from a third party under circumstances which caused the recipient party to reasonably believe that such disclosure and use was lawful; and

(d) information which was developed independently by the recipient party or any of its employees, agents or representatives who had no access to the

Confidential Information provided by the other party;

"Force Majeure Event" means an act, omission or circumstance over which that Party could not reasonably have exercised control, including, but not limited to act of God, acts or omissions of government, strikes, lockouts, riots, acts of war, war (declared or undeclared), acts or threatened of terrorism, satellite failure or loss, transponder failure or loss, epidemics, earthquakes or other natural disasters, or governmental regulations imposed after the Commencement Date. An event or act shall not be excused or delayed by force majeure if it could be reasonably be circumvented through use of alternative sources, work around plans or other means within the control of such Party;

"Intellectual Property Rights" means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing;

"Materials" means any material developed or produced by the Agency and/or Talents for the Sponsor, or that results from the Sponsor's Promotional Entitlement under this Agreement;

"Talents" means the individual(s) who are part of the esports / gaming team selected by the Sponsor and provided by the Agency for the performance of the Sponsor's Promotional Entitlements, which reference shall include any other individual engaged by the Agency (with the prior written approval of the Sponsor), as a replacement for any of the Talents pursuant to the terms of the Agreement;

"Sponsorship Fee" means the fees, amounts, articles, materials or kinds as set out in **Schedule C** hereof;

"Sponsor's Promotional Entitlements" means the benefit, rights, sponsorship or promotional rights to be provided by the Agency to the Sponsor, the details of which are set out in **Schedule B** hereof;

"Sub-Contractor"	means any third party contracted by the Agency to carry out any part of the Sponsor's Promotional Entitlements specially made and / or adapted pursuant to this Agreement, and approved in writing by the Sponsor according to the provisions set forth in Section 17.2;
"XYZ Platform"	means the platform to be managed and/or operated by the Sponsor branded as "XYZ" (or such other name as the Sponsor may decide in its sole discretion), which enables users to (i) perform live broadcasts (ii) watch live content via streaming and (iii) send virtual gifts to their preferred streamers; and
"Term"	means the term of this Agreement as described in Section 5 herein or such other period as may be mutually agreed in writing by the Parties.

1.2 Interpretation

a. Any reference in this Agreement to any statue or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

b. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, and words denoting persons shall include bodies corporate, unincorporated associations, sole proprietorships and partnerships.

c. Any gender includes every gender.

d. Headings are used for convenience only and are to be disregarded in the interpretation of this Agreement.

e. Where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning.

f. The Schedules to this Agreement shall constitute an integral part of this Agreement.

2. SPONSOR'S PROMOTIONAL ENTITLEMENT

2.1 Subject to the terms and conditions of this Agreement and in consideration of the Sponsorship Fee provided by the Sponsor as agreed in this Agreement, the Agency hereby grants to the Sponsor the Sponsor's Promotional Entitlements on an exclusive basis as stipulated in **Schedule B** hereof. The Parties agree and acknowledge that the Sponsor's Promotional Entitlements is not restricted by territory.

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3. AGENCY OBLIGATIONS

3.1 The Agency shall be responsible for the management, administration, control, provision and performance of the Sponsor's Promotional Entitlements in accordance with the terms of this Agreement. The Agency shall and shall ensure that the Talents, in the provision of the Sponsor's Promotional Entitlements, comply with the Sponsor's instructions and directions from time to time. The Agency shall ensure that the Talents it provides, have the appropriate work passes and visas for the duration of the Agreement, take reasonable care in performing the Sponsor's Promotional Entitlement, and possess suitable and relevant creative and technical skill, experience, expertise, health and temperament for the conditions in which the Sponsor's Promotional Entitlements are to be carried out. The Agency shall, upon the execution of this Agreement, gather all information necessary for the Talents to perform the Sponsor's Promotional Entitlements.

3.2 The Agency shall ensure that the Talent shall use such attire as instructed by the Sponsor for the Sponsor's Promotional Entitlements, and the cost of procuring, maintaining and cleaning of such attire shall be borne by the Agency.

3.3 The Agency shall provide to the Sponsor, marketing materials of the Talents, within 5 days from the execution of this Agreement (or such other timeframe as agreed by the Sponsor in writing).

3.4 The Agency acknowledges and agrees that where a Talent is engaged on an exclusive basis, then the Agency shall ensure that the exclusive Talent shall not directly or indirectly during the continuance of this Agreement and thereafter for a period of twelve (12) months following the expiry or termination of this Agreement:-

(a) be engaged as a talent, broadcaster, streamer, ambassador, employee, consultant and/or in any capacity whatsoever of a Competing Platform or Competitor or otherwise be identified in any manner with a Competing Platform and/or Competitor;

(b) perform any live streaming services for a Competing Platform and/or Competitor; and/or

(c) perform any services which promotes or endorses a Competing Platform and/or Competitor.

For the purpose of this Agreement:-

"Competing Platform" means and includes any platform whether existing now or in the future which is competing with the XYZ Platform.

"Competitor" means and includes any entity, other than the Sponsor and its affiliates, that develops, packages, aggregates, broadcasts or streams any live-streaming content worldwide and shall include their subsidiaries, holding entities, associates and/or their affiliates.

3.5 The Parties acknowledge and agree that the Talents shall act as an ambassador for the Sponsor on a sole and exclusive basis during the Term such that the Talents shall not act as an ambassador for any other Competitor or Competing Platform during the Term, and shall not be identified with, render or enter into

any agreement to render any advertising, publicity, services or promotional activities for any Competitor or Competing Platform.

4. TALENTS

4.1 The Agency shall also ensure that the Talents provided are:

(i) contactable during normal working hours, and, on an urgent basis, during non-working hours; and

(ii) able to converse fluently and completely discuss matters in the English language.

4.2 The Agency shall not deploy any Talent, unless the Agency has obtained prior written consent by the Sponsor.

4.3 The Agency shall maintain continuity in respect of the Talents involved in the performance of the Talent Services. The Agency shall not substitute any Talents except with prior written agreement of the Sponsor. Replacements must be equally well qualified, skilled, experienced, suitable and appropriate for the provision of the Sponsor's Promotional Entitlements.

4.4 The Agency shall promptly or in any event within a 1-day notice, comply with the Sponsor's written objections directing the Agency to remove the Talents (or a replacement as contemplated in Section 4.5) from the Sponsor's Promotional Entitlements for any reason, including but not limited to incompetence, inadequate skill set, inadequate experience, breach or alleged breach, misconduct, dishonesty, non-co-operation, or ill health, which in the Sponsor's reasonable opinion is unsuitable for the purposes of the Sponsor's Promotional Entitlements. The Agency shall ensure that such person(s) shall not be employed again in the performance of the Sponsor's Promotional Entitlements.

4.5 Following the removal of the Talents pursuant to Section 4.4 above, the Agency shall replace or cause to be replaced the Talents as soon as applicable and in any event no later than fourteen (14) days (or such other extended period as may be agreed between the Parties) upon receipt of the written objection from the Sponsor.

4.6 The Agency shall indemnify and hold harmless the Sponsor from and against any and all Claims in respect of the removal and/or replacement of the Talents under Section 4.4 and/or Section 4.5 above.

4.7 The Agency shall bear all expenses incurred by the Talents at any time during the performance of this Agreement including expenses incurred for travel, meals and accommodation.

4.8 The Agency shall ensure that the Talents complies with all instructions, rules, regulations, safety, security and on-site regulations specified in writing from time to time by the Sponsor and any part of the Sponsor's premises connected therewith. In this regard, the Agency shall ensure that:

(a) the Talent conducts himself or herself in a fit and proper manner and do not engage himself or herself in any undesirable activities. Save as provided in this Agreement, the Talent shall not be engaged in any

activities other than the specified Sponsor's Promotional Entitlements without the Sponsor's written approval being obtained. The Agency shall ensure that the Talent provides a similar undertaking to the Agency in respect of this Section. The Agency shall further notify the Sponsor in writing as soon as reasonably practicable after becoming aware of the Talent engaging in any undesirable activities; and

(b) the Talent does not behave or act in an improper, undisciplined or immoral manner, including but not limited to, absenteeism, deliberate tardiness or bad working attitudes which may prejudice or damage the reputation of the Sponsor.

4.9 The Agency acknowledges and agrees and shall ensure that the Talents acknowledge and agree, that the Talents shall provision the Sponsor's Promotional Entitlements on an exclusive basis and shall not be sponsored by any party during the Term. The Agency shall further ensure that the Talents do not directly or indirectly promote any live streaming platforms which are in competition with the Sponsor's business, during the Term.

4.10 The Agency acknowledges and agrees and further shall ensure that the Talents acknowledge and agree, that if AAA engages a sponsor to appear on a specified area within XYZ Platform ("sponsored area"), priority will be given to the content of such sponsor to appear in the sponsored area. Agency acknowledges and agrees and shall further ensure that the Talents acknowledge and agree, that the Talents content will not have priority over the sponsors in such sponsored area.

4.11 The Agency shall not, and shall ensure that the Talents shall not, engage or attempt to engage in any act or omission to abuse, manipulate or game the XYZ Platform to artificially or fraudulently obtain any advantage including without limitation to artificially or fraudulently obtain virtual items, virtual currencies and/or higher leaderboard ranking. The Agency shall not, and shall further ensure that the Talents shall not, in the performance of the Sponsor's Promotional Entitlements, engage in any bribery or corrupt practices. In the event of a breach by Agency, the Sponsor reserves the right to pursue a remedy to the maximum extent permitted by the applicable laws, including to lodge a report to the relevant authorities.

5. TERM OF AGREEMENT

5.1 The Agreement shall remain valid for a period of twelve (12) months from the Commencement Date ("Initial Term") and the Sponsor shall have the option to renew the Initial Term for a period of twelve (12) months ("Extended Term") by providing thirty (30) days written notice prior to the expiration of the Initial Term to the Agency. The Initial Term and Extended Term shall collectively be referred to as "Term".

5.2 The Agency's obligations to provide the Sponsor's Promotional Entitlements shall be for the duration of the Term, unless earlier terminated by the Sponsor in accordance with the provisions of Section 12 herein.

6 SPONSORSHIP FEE AND PAYMENT TERMS

6.1 Subject to the complete and timely performance of the Sponsor's Promotional Entitlements to the Sponsor's satisfaction, the Sponsor shall pay to the Agency the Sponsorship Fee in consideration for the provision of the Sponsor's Promotional Entitlements. The Agency acknowledges and agrees that the Sponsorship Fee shall not be payable if the Sponsor's Promotional Entitlements are not performed in full to the Sponsor's satisfaction. The Agency shall issue an invoice to the Sponsor for the Sponsor's Promotional Entitlement on the 28th of each calendar month (or such other time as the Sponsor shall designate) for the duration of the Term. The Sponsorship Fee shall be the full and final consideration for the Sponsor's Promotional Entitlements and for all rights granted to the Sponsor under this Agreement. The Agency agrees that no additional consideration other than the Sponsorship Fee shall be due and payable by the Sponsor, by reason of an increase in the number of hours in the performance of the Sponsor's Promotional Entitlements.

6.2 The Sponsor's obligation to make payment of the Sponsorship Fee shall be conditional upon the submission by the Agency of an invoice and all other supporting documentation as may be reasonably required by the Sponsor and the requisite payment shall be made by the Sponsor within thirty (30) days from the date of receipt of such invoice, provided that the invoice is not subject to dispute. All invoices (and correspondence) arising from this Agreement shall make express reference to this Agreement, under the title given to the Agreement on the first page above and also the specific contract reference number which shall be issued by the Sponsor to the Agency after the execution of this Agreement. Invoices will only be payable by the Sponsor if validly issued by the Agency. An invoice is deemed to be validly issued if submitted to the Sponsor in accordance with this Section and delivered to the Sponsor no later than the date that is 12 months after the earliest date on which the Agency is entitled, pursuant to the terms and conditions of this Agreement, to issue such invoice. Upon the presentation of a validly issued invoice by the Agency to the Sponsor (but subject always to the provisions of Sections 6.1 to 6.9), the Sponsor will be obliged to pay, and Agency will have the right to demand payment for, the invoiced amount in respect of the Agency's provision to the Sponsor of any goods, services, licence or other consideration. In addition to and not in lieu of the foregoing, Agency agrees that Agency shall have no rights (either in contract, tort or equity) to demand or receive payment(s) from the Sponsor for the provision of any goods, services, licence or other consideration that are not the subject of a validly issued invoice.

6.3 The Agency acknowledges that its failure to comply with the provisions of this Section may have the inadvertent result of payment(s) being made after the lapse of the payment settlement period as set out in Section 6.2 and in such

instance the Agency acknowledges and agrees that the Sponsor shall not be held liable for any late payment of invoices.

6.4 All payments made pursuant to this Agreement shall be in United States Dollar (USD).

6.5 Save for any other payment or charge which is expressed to be payable by the Sponsor under this Agreement, all duties, assessments, royalties and taxes and any other charges levied by any authorities in connection with the Sponsor's Promotional Entitlement or on the monies paid to the Agency under this Agreement shall be borne solely by the Agency. The Agency undertakes to indemnify the Sponsor in respect of the consequence of failure to pay all such levies and charges.

6.6 If any payment under this Agreement is subject to withholding tax by the relevant tax authority in Singapore and such tax is required to be withheld from the payment to the Agency, the Sponsor shall be entitled to deduct any taxes payable from the gross payment and remit the same to the Singapore tax authorities and/or such other regulatory bodies in Singapore on behalf of the Agency and the balance of the payment less the sum deducted as aforesaid shall be paid to the Agency in accordance with the terms and conditions of this Agreement. If the Agency is permitted to apply preferential treatment as accorded under any applicable treaty convention between the country where the Agency is tax resident of, the Agency shall then furnish to the Sponsor evidence of its tax residence status by way of letter or certificate issued by the tax authorities of that country. Upon reasonable request by the Agency, the Sponsor shall then furnish to the Agency all applicable tax receipts, as soon as reasonably practicable.

6.7 If Goods and Services Tax or tax of similar nature ("GST") is required by law to be paid by the Agency to the relevant authorities in Singapore for the goods or services supplied hereunder, the Sponsor agrees that any sum payable by the Sponsor to the Agency pursuant to this Agreement shall be deemed to be exclusive of any GST. In such an event, the Sponsor shall pay to the Agency a sum equal to the amount of such GST under each invoice, subject always to the following:

(a) the Agency is duly registered and permitted by the relevant Singapore authorities to collect such GST;
(b) the appropriate GST for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and
(c) all invoices provided by the Agency to the Sponsor omply with the relevant GST law in Singapore.

6.8 The Agency hereby agrees that no GST or tax of similar nature shall be due and payable by the Sponsor unless the Agency has complied with the provisions of Section 6. The Parties agree to use reasonable efforts to do everything required by the relevant GST law or tax law of similar nature to enable or assist the other Party to claim or verify any input tax credit, set off, rebate or refund in respect

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of any GST or tax of similar nature paid or payable in connection with goods or services supplied under this Agreement.

6.9 The Sponsor shall be entitled to deduct from and set off against any amount due to the Agency:

(a) any amount(s) which the Agency is liable to pay the Sponsor under this Agreement; or

(b) any sums due and payable by the Agency to satisfy any obligations or liabilities of this Agreement to the Sponsor pursuant to any other agreement which the Sponsor and the Agency are parties.

7 AGENCY'S UNDERTAKINGS, WARRANTIES AND REPRESENTATIONS

7.1 The Agency hereby undertakes, represents, warrants and agrees that:

(a) the Talents have reached eighteen (18) years of age or the age of majority, whichever is higher, in the Talents' country of residence. In the event the Talents are below eighteen (18) years of age or below the age of majority in the Talents' country of residence ("Minor"), then the Agency undertakes, represents, warrants and agrees that the Agency has obtained the approval and consent of the parents and/or legal guardian of the Minor for the Talents to perform the Sponsor's Promotional Entitlements, and a copy of such approval and consent shall be given to the Sponsor prior to the engagement of such Minor by the Sponsor;

(b) it shall provide the Sponsor's Promotional Entitlements herein diligently, willingly, conscientiously and to the best of its professional skill and ability;

(c) the Talents possess the required resources, expertise, knowledge, experience and skill for the purpose of performing the Sponsor's Promotional Entitlements;

(d) it is of sound financial position, not subject to any winding up application or order, and possesses sufficient expertise, the required manpower and organizational structure to fulfill its obligations under this Agreement;

(e) it shall not (and shall ensure the Talents shall not) commit any act which might prejudice or damage the reputation of the Sponsor, including without limitation, making adverse or negative comments relating to the Sponsor, its affiliates or the XYZ Platform either on the XYZ Platform or in any other medium or platform whatsoever including without limitation the Talents' social media accounts;

(f) it shall ensure that all statutory provisions and requirements applicable to the provision of Sponsor's Promotional Entitlements under this Agreement shall be complied with;

(g) neither it nor the Talents have any other contractual commitments which will conflict or interfere with the performance of the obligations hereunder;

(h) all representations, statements or warranties made or to be made by the Agency to the Sponsor in any statement or correspondence prior to the

execution of and for the duration of this Agreement, whether verbal or written, are true, accurate and not misleading;

(g) it is responsible for the payment of monies to the Talents deployed to carry out the Sponsor's Promotional Entitlements, and it further assures that Talents shall conduct themselves in a professional workmanlike manner;

(h) it shall ensure that the Sponsor's Promotional Entitlements shall not be defamatory or obscene (as defined in the Penal Code (Cap. 224)) to any person;

(i) it shall not be entitled to any additional payment not specifically expressed herein nor excused from any liability under the Agreement as a consequence of any misinterpretation by the Agency of any matter or fact relating to the Sponsor's Promotional Entitlements;

(j) the Sponsor's Promotional Entitlements and any content to be provided by the Agency shall be in compliance with:

i. all present and future statutory and other regulatory and legislative instrument including without limitation, the Singapore Broadcasting Act (Cap. 28), Personal Data Protection Act 2012 ("**PDPA**"), and the Telecommunications Act (Cap. 323), and applicable codes and guidelines thereunder, including but not limited to the Internet Code of Practice;

ii. any applicable industry codes and guidelines, including but not limited to the Singapore Code of Advertising Practice and the Guidelines for Interactive Marketing Communication and Social Media; and

iii. any of the Sponsor's guidelines and policies as may be applicable and relevant and in force during the Term of the Agreement, including without limitation the Terms of Use of the XYZ Platform (which may be revised by the Sponsor from time to time in its sole discretion). Copies of such Sponsor's guidelines and policies will be made available to the Agency upon request;

(k) if the Agency provides any Personal Data (as defined in the PDPA) to the Sponsor or if the Agency collects any Personal Data on the Sponsor's behalf, the Agency would have, prior to providing such Personal Data to the Sponsor:

i. notified the individual to whom the Personal Data relates that his/her Personal Data will be disclosed to the Sponsor, and of the purposes for which the Sponsor will be collecting, using or disclosing that individual's Personal Data; and

ii. obtained the consent of the individual to whom the Personal Data relates to: (a) permit the Agency to disclose his/her Personal Data to the Sponsor; and/or (b) permit the Sponsor to collect, use or disclose the Personal Data (whether within Singapore or outside of Singapore) for the purposes for which the individual was previously notified.

SPONSORSHIP AGREEMENT

(l) Agency shall comply with the Prevention of Corruption Act (Cap. 241), and maintain and observe high ethical business standards including establishing precautions to prevent its employees, sub-suppliers/ Sub-Contractor or agents from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loan or other considerations to the employee of the Sponsor and/or their families and/or third parties in connection to this Agreement;

(m) the provision of the Sponsor's Promotional Entitlements, or any part thereof, to, and use of the Sponsor's Promotional Entitlements by, the Sponsor, does not infringe or violate the Intellectual Property Rights of any third party;

(n) the Talents acknowledge and agree to the terms of the Privacy Notice and Data Protection Undertaking as set out in **Schedule D** and **Schedule E** respectively and unconditionally agree to adhere to the terms contained thereof;

(o) it is free to enter into this Agreement and has full power and authority to enter into this Agreement;

(p) the Sponsor's Promotional Entitlements rendered and the Materials shall be original and that the Agency and/or the Talents are the beneficial and legal owner of all Intellectual Property Rights and Materials licensed to the Sponsor under this Agreement;

(q) it shall at all times inform the Sponsor of the Talents whereabouts and means to contact to the Talents, including via e-mail and mobile telephone number;

(r) it shall and shall ensure that the Talents, shall not on behalf of the Sponsor enter into any commitment, contract or arrangement (binding or otherwise) with any person whatsoever;

(s) it shall at the request of the Sponsor ensure that the Talents attend press conferences and make non-commercial appearances including radio and television broadcasts and other similar engagements; and

(t) the Agency has cleared, acquired and paid for all necessary rights in relation to the Materials and performance of the Sponsor's Promotional Entitlements, including without limitation all the necessary licenses and clearances from the relevant rights owners, all third party work, logos and material belonging to any third party incorporated into the Materials and performance of the Sponsor's Promotional Entitlements, and the releases and consents from all contributors to record such performances and likeness and to include such performances and likeness into the Materials all to enable the Agency to enter into this Agreement, and perform the Agency's obligations and grant the rights to the Sponsor and enter into the warranties on the part of the Agency contained in this Agreement. The Agency shall be responsible for paying any performance fees and royalty fees incurred as a result of any live performances, musical works and/or sound recordings incorporated into the Materials and in the performance of the Sponsor's Promotional Entitlements and the Agency will be responsible for the payment of any musical works and sound recording public performance fees in relation to the broadcast or transmission of the Material in the XYZ Platform.

The Agency undertakes that the clearances of rights referred to in this section shall be to enable the grant of the rights under this Agreement to the Sponsor.

8 CHANGES

8.1 The Sponsor shall be entitled at any time during the Term of this Agreement to request the Agency to alter, amend, omit, change, add or otherwise vary any of the Sponsor's Promotional Entitlements, and the Agency shall, as far as reasonably practicable, and subject to Section 8.2 below, endeavour to accommodate such request, and shall not unreasonably withhold or delay its agreement.

8.2 Any change defined above can only be initiated by the Sponsor in writing, and in such event the Parties shall as soon as reasonably practicable meet and/or discuss the adjustments, if any, to the Sponsorship Fee. No change made pursuant to this Section shall in any way vitiate or invalidate the obligations of the Agency under this Agreement except otherwise stated in the written request from the Sponsor.

9 LIABILITY AND INDEMNIFICATION

9.1 The Agency undertakes to indemnify and hold harmless the Sponsor, the Sponsor's affiliates and their officers, directors, agents, and employees, ("**AAA Indemnified Parties**") and keep AAA Indemnified Parties at all times fully indemnified from and against any and all Claims arising directly or indirectly as a result of any breach of or non-performance of the Agency's representations, warranties, undertakings and obligations under this Agreement.

9.2 Without prejudice to the foregoing, the Agency shall be liable for, and shall indemnify, defend and hold harmless AAA Indemnified Parties, if applicable, against any and all Claims which are incurred or suffered by AAA Indemnified Parties in respect of the following circumstances:

9.2.1 personal injury to and/or death of any person whomsoever arising out of, whether directly, indirectly, incidental to, or in connection with, the performance of this Agreement due to the acts or omissions, whether wilful, intentional, reckless or negligent, of the Agency, its, employees, servants or agents; and

9.2.2 any loss, injury and/or damage whatsoever to any movable and/or immovable property, including, without limitation, the equipment, components, products and software, arising out of or in connection with the performance of this Agreement due to the acts or omissions, whether wilful, intentional, reckless or negligent, of the Agency, its employees, servants or agents.

9.3 The liability of the Sponsor to Agency is excluded for any indirect, special, exemplary, punitive, consequential damages (including without limitation loss of profits or prospective profits, interruption of business), whatever the cause of action, whether in tort, strict liability, contract or otherwise. The Sponsor's total aggregate liability arising from or in connection with this Agreement shall not exceed the Sponsorship Fee paid by the Sponsor to the Agency.

10 OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNITY

10.1 The Agency hereby grants to the Sponsor an exclusive, assignable, transferable, sub-licensable, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to (whether by itself or on its behalf) use, execute, display, perform, possess, modify and create derivative works from the Materials for the purposes intended under this Agreement. The Sponsor shall have the right to use the names, sobriquet, autograph, likeness, photograph, portrait, caricature, voice, silhouette of the Talents and any and all Materials in connection with the XYZ Platform or any part of it in connection with any marketing, advertising and/or publishing endeavours in connection with the XYZ Platform.

10.2 The Agency agrees and undertakes to indemnify, defend and hold the Sponsor harmless, at the Agency's own cost and expense, against any and all Claims arising out of, or in connection with any claim brought against the Sponsor by any third party alleging that any of the Materials or the Sponsor's Promotional Entitlements or any part or derivative thereof infringes any Intellectual Property Right of such third party.

10.3 The indemnity referred to in Section 10.2 shall be granted whether or not legal proceedings are instituted and if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

10.4 In addition to the aforesaid indemnity, if it is determined by an independent tribunal of fact or law that an infringement of Intellectual Property Rights of any third party has occurred on grounds that affects the Sponsor's possession, use or exploitation of the Materials or the Sponsor's Promotional Entitlements or any part or derivative thereof and/or where an injunction restraining possession, use or exploitation by the Sponsor of the Materials or the Sponsor's Promotional Entitlements or any part or derivative thereof is, in the opinion of the Sponsor's legal advisers, likely to be granted by a court of competent jurisdiction to the third party, the Agency shall at the Agency's cost and on the Sponsor's direction:

(a) modify the infringing Material or the Sponsor's Promotional Entitlements or replace, re-write, modify or replace the infringing Material or the Sponsor's Promotional Entitlements in any case, in

- Trên đây là **bản xem trước**, chỉ thể hiện **50%** nội dung tài liệu.
- Sau khi bấm **MUA HÀNG** và ***thanh toán online*** trên website, bạn sẽ nhận được email chứa tài liệu dạng **file word** với **100%** nội dung.
- *Nhiều cách thức thanh toán: chuyển khoản, thẻ ngân hàng, internet banking, MoMo, ZaloPay, GrabPay, AirPay...*
- *Liên hệ* **0934.436.040** *(Zalo, Viber) nếu bạn cần hỗ trợ thêm.*