

COMPANY INFORMATION

Parent/Billing Company Name Centre for International Trade - CITEM

Address Golden Shell Pavillion Roxas Blvd corner Sen. Gil Puyat Ave City Pasay City State _____ Zip _____

Country Philippines Primary Contact Paulina Suaco-Juan Email kgdinglasan@citem.com.ph

Email signed contract to: allison.garafalo@nynow.com

SPONSORSHIP INFORMATION

Sponsorship: Country Pavilion Package Total Cost: \$16,535

Sponsorship Includes:

- 17 x activate booths at \$925 each (\$15,725)
- 1 x free booth for CITEM
- 2 x Brand Spotlight Email - July & September (\$600)
- 1 x Product ad on nynow.com August 8th -14th (\$300)

Total = \$16,625

(1) Bundle Discount of \$90 - 10% off of a la carte items - two brand spotlight emaila & product ad

New Total = \$16,535

SIGNATURE & PAYMENT INFORMATION

PAYING BY CHECK:

Make checks payable to NY NOW
 Emerald X, LLC
 32753 Collection Center Drive
 Chicago, IL 60693-0327

PAYING BY ACH OR WIRE:

Bank Physical Address
 Bank of America
 2701 Harbor Blvd
 Costa Mesa, CA 92626

Account # 1453616843
 ACH Routing # 122000661
 Wire Routing# 026009593
 Wire Swift Code BOFAUS3N

PAYING BY CREDIT CARD:

If you wish to pay by credit card, NY NOW will send you an invoice with a link to pay your balance online.

We understand and agree that this application for Sponsorship becomes a binding contract when accepted in writing by Emerald X, LLC, the show organizer, and we hereby agree that the attached Terms and Conditions are enforceable and are incorporated into and control this Sponsorship contract, once it is accepted by Emerald X, LLC. We further agree that any terms and conditions associated with any purchase order we may submit in order to process payment for this Sponsorship contract are of no force or effect, regardless of the express language of the purchase order we submit. Sponsor represents and warrants that the party executing this Agreement on behalf of Sponsor is duly authorized to act on behalf of Sponsor and to execute this Agreement and legally bind Sponsor to the terms contained herein.

Agreed to by _____

PAULINA SUACO-JUAN

Date _____

Signature of Official Company Representative *Paulina Suaco-Juan*

NY NOW

Digital Market

2021 SPONSORSHIP CONTRACT

SPONSORSHIP INFORMATION

Country Pavilion Package - \$16,535

Sponsorship:

Customer Initial:

PAULINA SUACO-JUAN

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New Total = \$16,535

1. **Defined Terms:** "Agreement" means, collectively, (i) the Virtual Exhibitor Contract for the Event and any ancillary documents associated therewith, including any Exhibitor Service Manual and notice of virtual exhibit space assignment provided by Emerald to Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" collectively means, the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald X, LLC ("Emerald"). "Exhibitor" means the company, organization, entity or person entering into this Agreement, as listed on the Virtual Exhibitor Contract.

2. **Agreement Acceptance, Eligibility, and Payment:** This Agreement becomes binding and effective when it has been manually signed by Exhibitor (if submitted in paper form), submitted electronically by Exhibitor after checking the "I agree" box on the electronic application form, or otherwise accepted by Exhibitor, and, in any event, acknowledged and agreed by Emerald in writing by delivering Exhibitor a virtual exhibit space assignment confirmation or otherwise confirming in writing Exhibitor's virtual exhibit space reservation. Emerald may refuse acceptance of any Event application for any or no reason. Eligibility to exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Emerald, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Exhibitor hereto on this Agreement (if manually signed) and is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by clicking the "I agree" box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Virtual Exhibitor Contract or on the electronic application form. If this Agreement becomes binding after the last payment date stated on the payment schedule, Exhibitor must make payment in full immediately upon assignment of virtual exhibit space. Emerald reserves the right to reassign virtual exhibit space not fully paid for by Exhibitor after the last payment date stated on the payment schedule. If Exhibitor submits its application electronically, payment will be automatically charged and applied according to the payment schedule stated therein. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Exhibitor. Emerald reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, virtual exhibit space, or any other product or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald are non-refundable except as specifically set forth herein. Exhibitor's payment obligations shall survive any termination of this Agreement.

3. **Term:** This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the conclusion of the Event unless earlier terminated as stated herein.

4. **Termination by Emerald:** Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event whereby Emerald may evict Exhibitor from the Event, without a refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Emerald, and without limiting any other remedy Emerald may have: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Emerald, in its sole discretion, believes the Exhibitor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products or displays promotional materials that Emerald, in its sole discretion, reasonably believes infringe, misappropriate or otherwise violate the proprietary rights of a third party or if Emerald becomes aware of any actual or alleged infringement, misappropriation or other violation of a third party's proprietary rights by Exhibitor in connection with Exhibitor's activities at the Event, or (c) if Exhibitor exhibits products that Emerald reasonably believes Exhibitor is not authorized to exhibit; (iv) if Exhibitor, in Emerald's reasonable opinion, fails to comply with the rules and regulations set forth by Emerald with respect to the Event, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event exhibitor or participant; or (v) if Exhibitor becomes insolvent, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute.

5. **Termination and Reduction of Space by Exhibitor:** Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which termination is effective upon Emerald's acknowledgment of receipt of such written notice. Upon Exhibitor's termination of this Agreement for any reason, Exhibitor may only be due a refund of any fees paid by Exhibitor paid fees upfront and Exhibitor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with the Event, as detailed in the Virtual Exhibitor Contract or on the electronic application form. If Exhibitor submits payment by credit card, such credit card will not be charged for payments due after Exhibitor's termination of the Agreement unless Exhibitor has an outstanding balance due Emerald. Upon a termination by Exhibitor, all payments made by Exhibitor to Emerald shall be non-refundable, except for any payment amount that has not yet converted into a non-refundable payment (all according to the payment schedule associated with the Event, as detailed in the Virtual Exhibitor Contract or on the electronic application form). If Exhibitor requests to reduce the scope, features, or functionalities of its virtual exhibit space after entering into this Agreement, Emerald may choose to reject or grant such request in its sole discretion, and Emerald may choose not to refund any non-refundable fees paid or reduce the fee payment obligation under the terms of the Agreement.

6. **Cancellation of Event:** If Emerald cancels the Event due to circumstances beyond its reasonable control (including acts of God, natural disasters, fire, epidemic, acts of war and terrorism, government action, or labor strike), Emerald shall refund to Exhibitor its virtual exhibit space rental payment previously paid (less Exhibitor's pro rata share of all costs and expenses incurred and committed by Emerald) in full satisfaction of all liabilities of Emerald to Exhibitor. Under all circumstances, Emerald reserves the right to postpone, reschedule the Event or change the Event dates. If Emerald changes the name of the Event, no refund will be due to Exhibitor. If Emerald elects to cancel the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Emerald to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

7. **Assumption of Risks; Release:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Without limiting the generality of the foregoing, Exhibitor acknowledges and agrees that Emerald does not control or guarantee the security of the virtual space in which the Event takes place or the behavior of Event participants, and Exhibitor expressly assumes all risks associated with transacting in the virtual Event environment, including (i) the unavailability or unreliability of the Internet to Exhibitor or Event participants; (ii) unauthorized use by Event participants of Exhibitor's content used or displayed in connection with the Event, (iii) other unauthorized access or use of information, data, or intellectual property rights, or (iv) exposure to viruses, time bombs, or other harmful or disabling code. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property, including any evaporation claims by its insurer. Exhibitor shall insure its property (including intellectual property) against unauthorized use, damage, loss and theft and agrees to not make any claims against Emerald for any loss unless due to the gross negligence or willful misconduct of Emerald. Neither Emerald nor its affiliates, nor their respective officers, directors, shareholders, agents, representatives, employees, contractors and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and consents not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Emerald. Emerald makes no representations or warranties, express or implied, regarding the quality or character of the Event, including but not limited to the number, nature or quality of persons or organizations who will exhibit at or attend the Event; the number of visitors to Exhibitor's virtual exhibit space; or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the contracted virtual exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

8. **Indemnification:** Exhibitor shall indemnify, defend (with legal counsel selected by Emerald) and hold Emerald and its affiliates, and their respective officers, directors, shareholders, agents, representatives, employees, contractors and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the display and sale of goods and services by Exhibitor during or in connection with the Event and the display of Exhibitor content at or in connection with the Event; (b) any actual or alleged infringement, misappropriation or other violation by Exhibitor of the intellectual property or other proprietary rights (including rights of publicity or privacy) of any third party; (c) any breach by Exhibitor of any representations, agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (d) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (e) any violation by Exhibitor of any law or ordinance (whether alleged or actual); (f) any libel, slander, defamation or similar claim arising out of or relating to Exhibitor's actions; and (g) Exhibitor's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

9. **Limitation of Liability:** Under no circumstances shall Emerald or its affiliates, or their respective officers, directors, shareholders, agents, representatives, employees, contractors and assigns, be liable to Exhibitor for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Emerald by Exhibitor for virtual exhibit space at the Event. This section shall survive any termination of this Agreement.

10. **Compliance with Laws, Taxes and Licenses:** Exhibitor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all terms of service associated with the virtual Event space. Without limiting the foregoing, Exhibitor shall ensure that its virtual exhibit space and the content displayed therein complies with the Americans with Disabilities Act, including an option if required for closed captioning. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's activities in connection with the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority by virtue of its activities in connection with the Event.

11. **Exhibit Requirements:** Virtual exhibit space for the Event shall be assigned by Emerald in its sole discretion. Exhibitor may not assign, share or license all or any portion of its exhibit space with any third party, except with the prior written consent of Emerald and only if such third party expressly agrees to these Terms and Conditions. Emerald shall specify the hours and dates for preparing (including the upload of exhibit content) and presenting the exhibits. If Exhibitor fails to begin preparing its display in at least twenty-four (24) hours prior to the Event opening or leaves its virtual exhibit space unattended at any time during published Event hours, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund to Exhibitor. All exhibits must be open for business at all times during the Event. If Exhibitor violates any of the requirements of this Section, it may be denied virtual exhibit space access at future events. Unless approved in advance by Emerald in writing, the following sales are strictly prohibited through the virtual exhibit space: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to consumer. The Event is strictly business to business.

12. **Reps, Warranties; Licenses; Communications:** Exhibitor grants to Emerald a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to those items in Emerald's promotional materials and in the virtual Event space to identify Exhibitor and direct participants to Exhibitor's virtual exhibit space. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. When Exhibitor provides Emerald any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Exhibitor grants Emerald a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Exhibitor represents and warrants that: (i) the Content is owned by Exhibitor such that Exhibitor holds the copyright) or Exhibitor has the legal right and license to use the Content and to grant Emerald the right and license to use the Content as provided herein, (ii) Emerald will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iii) the Content does not infringe any third party rights (including, but not limited to, copyright, the right of publicity or privacy, or any other intellectual property right), and (iv) the Content complies, and Exhibitor complies, with all applicable laws related to the subject matter herein. Emerald may also record or capture still images of Exhibitor's virtual exhibit space, products, guests and personnel during, before, or after the Event, and use those recordings or images for any promotional purpose. Exhibitor understands and agrees that representatives from various media may visit the Event and record or otherwise capture portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Exhibitor. Emerald hereby grants to Exhibitor a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Mark") on Exhibitor's marketing materials solely and directly in connection with exhibiting at the Event. This limited license expires at the conclusion of the Event. Emerald may terminate this license immediately at any time upon Exhibitor's breach of the terms of use of this license. Under no circumstances may Exhibitor ever modify in any way the Marks or other trademarks of the Event or of Emerald. By entering into this Agreement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly consent to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including automated calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchase any goods or services from Emerald.

13. **Recording or Outside Use of Event Content:** Exhibitor is prohibited, without Emerald's prior written approval, from recording or otherwise capturing, re-broadcasting, or making any use of Event content (other than Exhibitor's pre-existing intellectual property) after or otherwise independent of the Event.

14. **Disputes:** Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adr.org. If Exhibitor commences an arbitration, Exhibitor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send written notice to Emerald attn: Legal Department, 10 Broadway, NY NY 10005, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Exhibitor, Emerald will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

15. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Exhibitor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

16. **Miscellaneous:** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, promise, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the applicable party and a signed waiver shall not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Exhibitor represents and warrants that the party executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

Signed in the presence of


MALERNA C. BUYAO
Chief, Controllershship Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~PASAY~~ **MANILA**)S.S

BEFORE ME, a Notary Public for and in the City of ~~Pasay~~ **MANILA** on this day of JUL 13 2021
personally appeared the following:


Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN EMERALD X. LLC	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of four (4) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first-written above.

Doc. No.
Page No.
Book No.
Series of 2021

NOTARY PUBLIC

ATTY. MARIA D. CASAS
NOTARY PUBLIC, CITY OF MANILA
UNTIL DECEMBER 31, 2021
REGISTRATION COMMISSION 2020-09/ MIA
REG. NO. 041253 - 01/04/2021, PASIG
PTR NO. 0522340 - 01/05/2021 MIA
ROLL NO. 20070, TIR: 172-528-620
MCLE COMPL. NO. VI-6000169
URBAN DECA HOMES MANILA, B-7, UNIT 355