



Please complete the required information below along with your company/organisation's choice of sponsorship/exhibition package.

### SPONSOR'S/EXHIBITOR'S DETAILS

Full Company/Organisation Name:

Company Reg No.:

Registered Address:

Postal Code:

City:

State:

Country:

Tel No.:

Fax:

Email:

Website:

Managing Director/Executive Director/Chief Executive Officer (First and Surname):

Person of Contact (POC):

Designation:

Mobile No.:

Tel No.:

Fax:

Email:

### DEVIATING CORRESPONDENCE/MAILING ADDRESS

*(To be filled out only if the correspondence address differs from the address above)*

Full Company/Organisation Name:

Person of Contact (POC):

Tel No.:

Email:

Registered Address:

Postal Code:

City:

State:

Country:



PAYMENT DETAILS	CONTACT DETAILS
<p>Bank Name: Maybank Account Holder: Sarawak Digital Economy Corporation Berhad Account No.: 5611 1807 4050 Bank Swift Code: MBBEMYKL</p>	<p>Sarawak Digital Economy Corporation Berhad (1265203 – A) Level 6, Wisma Satok, Jalan Satok, Kampung Bandarshah, 93400 Kuching, Sarawak</p> <p>Person of Contact (1): Cletus Lee Aik Yew Email &amp; Mobile No.: <a href="mailto:cletus@sdec.com.my">cletus@sdec.com.my</a> (+65 9167 8600)</p> <p>Person of Contact (2): Dr. Ayappa V.Subramaniam Email &amp; Mobile No.: <a href="mailto:ayappa@sdec.com.my">ayappa@sdec.com.my</a> (+6016 6452 771)</p> <p>Person of Contact (3): Rachel Pura Tanjong Email &amp; Mobile No.: <a href="mailto:rachel@sdec.com.my">rachel@sdec.com.my</a> (+6013 8267 408)</p>
<p>Kindly complete this form and return it to the address stated above or via email. The form must be signed by an authorised representative of your company/organisation. Please ensure that a copy of the completed form is retained for your records.</p> <p>We, hereby confirm our agreement to the terms and conditions set forth by Sarawak Digital Economy Corporation Berhad (SDEC) and its partners and wish to formally register as a sponsor/exhibitor for Borneo Animation and Games Festival 2026 (BAGFest 2026).</p>	
<p style="text-align: center;">Company/Organisation's Stamp &amp; Signature of Authorised Representative</p> <p>Name: Date:</p>	



## SPONSORSHIP/EXHIBITION PACKAGES (RM)

Sponsorship entitlements are offered on a first-come, first-served basis and are subject to confirmation of availability.

<b>PLATINUM SPONSOR</b>		<b>RM300,000.00</b>
<ul style="list-style-type: none"><li>• 1 Solo Speaking Slot</li><li>• 15 Conference Passes</li><li>• 4 Business Passes</li><li>• 4 Exhibitor Passes</li><li>• 36sqm Raw Space (B2B) &amp; 18sqm Raw Space (B2C)</li><li>• Brand Awareness Opportunities</li><li>• Access to BCP</li></ul>		
<b>GOLD SPONSOR</b>		<b>RM150,000.00</b>
<ul style="list-style-type: none"><li>• 1 Panel Session Slot</li><li>• 10 Conference Passes</li><li>• 2 Business Passes</li><li>• 3 Exhibitor Passes</li><li>• 18sqm Raw Space (B2B) &amp; 9sqm Standard Shell Scheme Booth (B2C)</li><li>• Brand Awareness Opportunities</li><li>• Access to BCP</li></ul>		
<b>SILVER SPONSOR</b>		<b>RM75,000.00</b>
<ul style="list-style-type: none"><li>• 1 Panel Session Slot</li><li>• 5 Conference Passes</li><li>• 3 Exhibitor Passes</li><li>• 9sqm Standard Shell Booth</li><li>• Brand Awareness Opportunities</li></ul>		
<b>BRONZE SPONSOR</b>		<b>RM30,000.00</b>
<ul style="list-style-type: none"><li>• 3 Conference Passes</li><li>• 2 Exhibitor Passes</li><li>• 9sqm Standard Shell Scheme Booth</li><li>• Brand Awareness Opportunities</li></ul>		



<b>EXHIBITION BOOTH</b>		<b>RM8,000.00</b>
<ul style="list-style-type: none"><li>• 2 Exhibitor Passes</li><li>• 9sqm Standard Shell Scheme Booth</li><li>• Brand Awareness Opportunities</li></ul>		

**Notes:**

1. Additional Exhibitor Passes are available upon request for an additional fee
2. All sponsorship/exhibition packages are subject to 8% SST



## TERMS AND CONDITIONS SPONSOR/EXHIBITOR

**EVENT:** The Borneo Animation & Games Festival 2026 (BAGFest 2026) which is co-organized by Sarawak Digital Economy Corporation ("SDEC") and Malaysia Digital Economy Corporation ("MDEC") ("the Organizer") is scheduled to occur from August 19 - 23, 2026 at the Pullman Hotel Kuching, Sarawak (the "Event"). The terms "Sponsor" or "Exhibitor" mean the company or person listed in the preceding booking form, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable. The Organizer reserves the right, at its sole discretion, to change the site, hours or dates and to undertake any kind of alterations to the Event. The Organizer will attempt to notify Sponsors/Exhibitors of any such changes as far in advance as possible.

**APPLICATIONS:** All Sponsors/Exhibitors must agree to the terms and conditions in the booking form and these terms and conditions (collectively "Agreement"). Once the booking form is submitted by Sponsor/Exhibitor (whether by hardcopy, electronically, click-through or otherwise) and received and accepted by The Organizer, it is considered binding, and fees are deemed payable and non-refundable. The Organizer reserves the right, at its sole discretion, to decline acceptance of this Agreement.

**PAYMENT:** The Organizer will invoice Sponsor/Exhibitor for the fees/in-kind contributions associated with its chosen level of sponsorship for the Event ("Sponsorship/Exhibition Fee"). Payment is due thirty (30) days from the invoice date. Except as otherwise set forth herein. The Organizer reserves the right to revoke or prevent the Sponsor/Exhibitor's Event from participating in the event of non-payment. Financial payments to The Organizer under the terms and conditions of this Agreement shall be in Malaysian Ringgit, as applicable.

**TAX:** Each party agrees to pay all taxes imposed on such party by the taxing authority in its jurisdiction. If a party is required by all the laws relating to deduct any taxes or make withholding from any amount payable, then notwithstanding anything to the contrary contained herein, the gross amount payable by a party to the other party shall be increased so that, after any such deduction or withholding for taxes, the receiving party receives an amount equal to the sum it would have received had no such deduction or withholding been made. A party must also notify the other party in writing regarding the requirement and provide the party with appropriate documentation to support such withholding or deductions. Each party shall make timely payment of the amount withheld (before penalties attach thereto or interest accrues thereon) to the relevant taxing authority and promptly provide to the other party sufficient evidence of such payments. The evidence includes but not limited to official tax receipts issued by the local authority evidencing payment of taxes.

**CANCELLATION:** In the event a Sponsor/Exhibitor wishes to cancel all or part of its participation in the Event, the Sponsor/Exhibitor must send notice of cancellation in writing to bagf26@sdec.com.my. Sponsor/Exhibitor shall be liable for one hundred percent (100%) of the total Sponsorship Fee/Exhibition Fee. The Sponsor/Exhibitor is responsible for payment of the Sponsorship Fee/Exhibition Fee irrespective of the reason for the Sponsor/Exhibitor's cancellation.

In the event of cancellation by the Sponsor/Exhibitor, The Organizer reserves the right to use or resell Sponsor/Exhibitor's cancelled Event participation. The Organizer's re-allocation of Sponsor/Exhibitor's Event participation shall not excuse Sponsor/Exhibitor from payment of the Sponsorship/Exhibition Fees agreed hereunder.

The Organizer reserves the right to cancel the Event or to terminate this Agreement for any reason at any time upon prior written notice to Sponsor/ Exhibitor ("Notification Notice"). The effective date of cancellation or termination shall be stated in the said Notification Notice. Upon cancellation or termination by the Organizer, The Organizer's sole liability to Sponsor/Exhibitor, and Sponsor/Exhibitor's exclusive remedy, shall be a refund of the Sponsorship / Exhibition Fees paid by Sponsor/Exhibitor under this Agreement

### USE OF THE ORGANIZER, BAGFEST 2026 WORKS AND MARKS:

#### Marks

Sponsor/Exhibitor is granted a worldwide, non-exclusive license to use any trademarks, trade names, logos, slogans or other intellectual property owned or appropriately licensed by the Organizer for the purpose of preparing, promoting, and participating in the Event ("The Organizer Marks"). Sponsor/Exhibitor shall not alter the Organizer Marks or add any words, designs or other elements thereto without prior written approval of the Organizer and/or its licensors.

#### Restrictions





Notwithstanding the licenses granted to the Sponsor/Exhibitor, the Sponsor/Exhibitor agrees that it will not, without the prior written approval of the Organizer, (i) use the Organizer Marks in connection with the manufacture, distribution, sale and marketing of products or articles bearing the Organizer Marks to the public or to other Sponsors/Exhibitors or Event participants, except in accordance with the standards and guidelines set by the Organizer's, which may be communicated by the Organizer to the Sponsors/Exhibitors from time-to-time, or (ii) sell or license, distribute, display, perform or otherwise make available for a fee or other forms of nonmonetary consideration the Organizer Marks to any person or entity. Any revenues generated from the manufacture, distribution, sale, licensing, distribution, display or performance of the Organizer Marks in connection with the Event shall inure to the benefit of the Organizer and / or its licensor.

In its sole discretion, the Organizer may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the Organizer Marks.

**BRAND MISUSE AND REPUTATIONAL DAMAGE:** The Sponsor/Exhibitor acknowledges and agrees that the reputation and goodwill of the Organizer, BAGFest 2026, and their respective partners and affiliates are of paramount importance. Accordingly, the Organizer reserves the right, at its sole discretion, to suspend or terminate the Sponsor/Exhibitor's participation in the Event, withhold or withdraw deliverables or benefits, or seek injunctive or other equitable relief in the event the Sponsor/Exhibitor: (i) uses the Organizer Marks in a misleading, unauthorized, or offensive manner; (ii) engages in any conduct that may bring disrepute, scandal, or adverse publicity to the Organizer, BAGFest 2026, or their respective affiliates; or (iii) acts in a manner that could reasonably be considered to damage the reputation or integrity of the Event. Any determination by the Organizer in this regard shall be conclusive and binding. The Sponsor/Exhibitor agrees to indemnify and hold harmless the Organizer and its affiliates from any loss, damage, or expense arising from any such misuse or conduct subject to Limitation of Liability and Indemnity provisions below.

**INTELLECTUAL PROPERTY RIGHTS:** The Sponsor/Exhibitor and the Organizer acknowledge and agree that:

- a) The Sponsor/Exhibitor retains all rights, title, and interest in its own trademarks, logos, and any proprietary materials provided for the Event ("Sponsor/Exhibitor Marks").
- b) The Organizer retains all rights, title, and interest in the Organizer Marks.
- c) Nothing in this Agreement shall convey to either party any right of ownership, entitlement, or other intellectual property right under any foreign or domestic law in the other party's marks.
- d) Neither party shall now or in the future contest the validity of the other party's marks.
- e) Neither party shall take any action that would impair the value of or goodwill associated with the other party's marks.
- f) Each party shall only use the other party's marks in accordance with standards and guidelines set by the owning party, as communicated from time to time.
- g) The Sponsor/Exhibitor shall have the right to use the Organizer Marks for promotional purposes related to its participation in the Event without prior approval from the Organizer, provided that such use complies with established guidelines.
- h) The Organizer shall have the right to use the Sponsor/Exhibitor Marks for promotional purposes related to the Event without prior approval from the Sponsor/Exhibitor, provided that such use complies with established guidelines.
- i) All use of each other's marks shall be deemed a benefit to both parties, and any goodwill generated from such use shall be recognized as contributing to the overall success of the Event.

Both parties acknowledge and agree that all use of each other's marks shall inure to their respective benefits, except as expressly set forth in this Agreement.

**NO ENDORSEMENT:** Sponsor/Exhibitor will not state or imply that its products or services are endorsed by the Organizer or their parent, affiliated or subsidiary companies and no approval by the Organizer or any of its parent, affiliated or subsidiary companies of any of Sponsor/Exhibitor's content or participation in the Event will be deemed an endorsement.

**BOOTH SPACE:** When the booth map becomes available, Sponsor/Exhibitor will be eligible to select a booth (placement in the booth selection queue is based in part on the date and time this Agreement is accepted by the Organizer and payment is received plus any other criteria as determined solely by the Organizer).

**USE OF EVENT/BOOTH SPACE:** Excluding instances where local companies are representing principal entities, Sponsor/Exhibitor shall not assign, lend, or share of Sponsor/Exhibitor's event space. Sponsor/Exhibitor shall not promote any other person or entity, or any products other than Sponsor/Exhibitor's, without the Organizer's prior written consent. "Promote" includes signage, products, demos, presentations, giveaways, and any other marketing pieces. Sponsor/Exhibitor must confine all demonstrations, promotional activities, and representatives to Sponsor/Exhibitor's predesignated Event space. No signs,



literature, collateral, equipment, furniture, or promotional items may be placed, distributed or posted outside of the Sponsor/Exhibitor's designated Event space.

**EXHIBITS:** No exhibit will be allowed into or out of the Event venue without an official delivery order or clearance document. The Sponsor/Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Event venue (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licenses) and for storage of exhibits and packaging materials.

All exhibits and stand furnishings must be confined to the booth. The Sponsor/Exhibitor shall not store or permit to be stored any dangerous goods in the booth. Advertising literature should be distributed only from the Sponsor/Exhibitor's stand(s).

Should an Exhibitor/Sponsor not adhere to the stipulations of this Agreement or infringe upon any applicable laws or regulations with regards to the Event, the Organizer reserves the right to (including but not limited to) remove infringing goods, suspend the Exhibitor's/Sponsor's participation, or closing the Sponsor/ Exhibitor's exhibition stand. Should this occur, the Sponsor/Exhibitor shall have no financial or other claim against the Organizer.

At such time after the close of the Event as the Organizer may specify, or on sooner termination of this Agreement, all exhibits shall be removed and cleared from the Event venue and vacant possession of the space allocated to the Sponsor/Exhibitor shall be delivered to the Organizer in as good and clean order and condition as it was when initially licensed to the Sponsor/Exhibitor.

**FORCE MAJEURE:** The Organizer shall not be responsible for any loss or damage resulting from failure to perform under this Agreement or to conduct the Event as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind what-so-ever beyond the reasonable control of the Organizer. In such an event, the Organizer will make reasonable efforts to reschedule the Event at a mutually agreeable time. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Event due to a force majeure event, the Organizer may retain or will be due such portion of the Sponsorship/Exhibition Fee as necessary to compensate the Organizer for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded. Additionally, if a force majeure event occurs that prevents the Sponsor/Exhibitor from fulfilling its obligations under this Agreement, the Sponsor/Exhibitor shall not be held liable for any resulting damages or losses subject to the Sponsor/Exhibitor shall use reasonable efforts to mitigate the effects of the force majeure event in preventing further damages or losses.

**CONDUCT OF SPONSOR/EXHIBITOR:** Sponsor/Exhibitor shall conduct its Event participation in a professional manner so as not to be objectionable to the Organizer, other Sponsors/Exhibitors or participants, or the public, and shall adhere to all requirements as set out in the Exhibition Manual provided by the Organizer. The Organizer reserves the right to restrict or prohibit exhibits or content which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. The Organizer may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, deviates substantially from the design and description approved in advance by the Organizer. The Organizer reserve the right to close, remove or require changes in any exhibit or to remove any of Sponsor/Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the Organizer, the Event, other sponsors, other exhibitors, the venue, or the public. Sponsor/Exhibitor shall not distribute any giveaways, prizes considered potentially dangerous or destructive, including, without limitation, pocket, or collateral that would be knives, box knives, stickers, adhesive decals, helium balloons, glitter, laser pointers, or dart guns. If Sponsor/Exhibitor or its representatives fail to observe the terms and conditions of this Agreement, or, in the opinion of the Organizer, conduct themselves unethically or detrimentally to the Organizer, Sponsor/Exhibitor may be dismissed from Event without refund or other appeal.

The Organizer reserves the right to refuse admittance to the Sponsor/Exhibitor and/or any of its representatives or to require the Sponsor/Exhibitor and/or any such representative to leave if in their opinion his or her behaviour is in breach of these terms and conditions in the Agreement, any requirements in the Event Manual, any rules and regulations of the Event venue or local laws and regulations. The opinion of the Organizer is final in this regard.

**LIMITATION OF LIABILITY:** Participation by Sponsor/Exhibitor in the Event is solely at the Sponsor/Exhibitor's own risk. Neither the Organizer nor the Sponsor/Exhibitor shall be liable for any damages, losses, costs, claims, charges or any kind of expenses suffered by the Sponsor/Exhibitor including but not limited to direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Sponsor/Exhibitor, whether such action is in contract or tort, even if the Organizer has been advised of the possibility of such damages. In any event, the entire liability of either party for damages hereunder shall in no event exceed the Sponsorship / Exhibition Fee paid by Sponsor/Exhibitor under this Agreement.



**NO ASSIGNMENT:** Sponsor/Exhibitor may not assign this Agreement to any third party without the prior written consent of the Organizer.

**AUTHORIZATION:** By accepting this Agreement, the Sponsor/Exhibitor is authorizing the Organizer to provide contact information including its address, phone number, fax number and contact person to any service vendor contracted to conduct work at the Event.

**GOVERNING LAW; JURISDICTION:** This Agreement and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of Malaysia. Any legal action relating to this Agreement shall be instituted in Sarawak, Malaysia.

**WARRANTY:** Sponsor/Exhibitor warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor/Exhibitor and a third party; that Sponsor/Exhibitor will reimburse the Organizer for any direct losses the Organizer incurs resulting from any damage to the personal property of, or any personal injury to, the Organizer, the Event location owner, or any of their employees or contractors in connection with the Event provided such losses and damage are solely attributable to the gross negligence of the Sponsor/Exhibitor; that no materials provided by Sponsor/Exhibitor in connection with the Event will infringe or misappropriate any third party's rights; and that Sponsor/Exhibitor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event. The Organizer warrants that it will also comply with all applicable laws and regulations pertaining to its responsibilities in connection with the Event.

**INDEMNITY:** Sponsor/Exhibitor will indemnify and hold the Organizer, its parent, affiliated and subsidiary organisations (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorney's fees) arising out of any breach of this Agreement and/or from or related to: (1) any damages to real or personal property, or personal injury to any person; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Sponsor/Exhibitor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified Parties' approval or use of Sponsor/Exhibitor's products or any other materials provided by Sponsor/Exhibitor for the Event, or the Indemnified Parties' approval of Sponsor's/Exhibitor use of Event marks, affect the Indemnified Parties' right of indemnification as described in this paragraph, only to the extent that such damages; failure; and/or claims are a direct result of the Sponsor/Exhibitor's actions or omissions. This indemnification shall not apply to claims resulting from the negligence or willful misconduct of the Indemnified Parties. Specifically, the Sponsor/Exhibitor shall not be liable for: (1) any damages to real or personal property or personal injury to any person caused by the negligence of the Organizer or its employees; (2) any failure to comply with applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure, and storage of personal information if such failure is due to the Organizer's guidance or lack thereof; and (3) any claim that the Indemnified Parties' use of content provided by the Sponsor/Exhibitor infringes on third-party rights unless such content was provided without proper authorization. This provision will survive the termination or expiration of this Agreement.

**BAD DEBT RECOVERY:** In the event that the Sponsor/Exhibitor fails to make payments as agreed upon in this Agreement, the Organizer reserves the right to pursue legal action to recover the outstanding debt for the payment of the Sponsorship Fee/Exhibition Fee.

The Organizer may engage in various methods of debt recovery, including but not limited to:

- a) Initiating legal proceedings to obtain a judgment against the Sponsor/Exhibitor;
- b) Employing debt collection agencies to assist in the recovery process; and
- c) Seeking garnishment of wages or other assets owned by the Sponsor/Exhibitor.

The Sponsor/Exhibitor shall be responsible for any additional costs incurred during the debt recovery process, including legal fees, collection of agency fees, and court costs.

Upon successful recovery of the outstanding debt, the Sponsor/Exhibitor agrees to reimburse the Organizer for all expenses incurred in the recovery process.

The Sponsor/Exhibitor agrees to abide by all applicable laws and regulations governing debt collection practices in the jurisdiction where the debt is owed.



This clause shall remain in effect until all outstanding debts have been fully satisfied or otherwise resolved.

**NO PARTNERSHIP OR AGENCY:** Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, designate any party as the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

**PERMISSION TO USE MATERIALS:** Sponsor/Exhibitor grants the Organizer and its licensors, employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide in all media, Sponsor/Exhibitor's trademarks, product names or descriptions, corporate head(s)/ executive(s) photograph, quotes, case studies, logo(s), videos, images and any materials Sponsor/ Exhibitor provides for the purpose of, or as result of, Sponsor/Exhibitor's participation in Event, including, but not limited to, print collaterals, flyers, booklets, vouchers, buntings, banners, cards, fact sheets, directories, newspapers, show daily, event guides, electronic and multimedia advertisements both indoor and outdoor, billboards, electronic boards, television, radio and websites. The Organizer may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor/Exhibitor's trademarks or logos in any other way without Sponsor/Exhibitor's prior written consent. Each party agrees to act in good faith at all times and provide the other party with necessary assistance and co-operation.

The Sponsor/Exhibitor further acknowledges and agrees that the Organizer, its employees and contractors may take photographs/videos which could include images of the Sponsor/Exhibitor, its representatives and its exhibits while attending the Event. The Sponsor/Exhibitor hereby consents to and grants to the Organizer and its licensors and affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the photographs/videos and/or images worldwide without any compensation. The Sponsor/Exhibitor acknowledges that the Organizer is the sole and exclusive owner of all rights in the photographs/videos and/or images and hereby waives (a) any and all rights in and to such photographs/videos and/or images, and (b) any and all claims the Sponsor/Exhibitor and its representatives may have relating to or arising from the photographs/videos and/or images or their use. The Organizer will ensure that any use of these images respects the integrity of the Sponsor/Exhibitor's branding and does not imply endorsement of the Organizer's products or services.

**CONFIDENTIALITY AND AUTHORIZATION:** Each of the Organizer and the Sponsor/Exhibitor acknowledges that during the term of this Agreement and in the course of participating in the Event, it may receive or have access to certain non-public, confidential, or proprietary information, terms, and conditions relating to the other party, or their respective affiliates, including but not limited to business strategies, trade secrets, marketing plans, financial data, and other sensitive information ("Confidential Information"). Such Confidential Information shall remain strictly confidential until publicly announced by disclosing party. The receiving party agrees to maintain the strict confidentiality of such Confidential Information during the term of this Agreement and for a period of two (2) years following the conclusion of the Event. The receiving party shall take all reasonable steps to protect such Confidential Information from unauthorized disclosure or use and shall not disclose, publish, or otherwise reveal any Confidential Information to any third party without the prior written consent of the disclosing party, except where such disclosure is required by law or by a competent regulatory authority, in which case the receiving party shall promptly notify the disclosing party in writing prior to such disclosure and cooperate with the disclosing party to limit or restrict such disclosure. The Sponsor/Exhibitor hereby authorizes the Organizer to provide its contact information, including address, phone number, fax number, and primary contact person, to the Organizer events and marketing team, any of the Organizer vendor contracted to conduct work for the Event, and the Event location owner and its employees, agents, and contractors. Furthermore, the Organizer agrees to limit the use of this information solely for purposes related to the Event and will not disclose it to any third parties without the Sponsor/Exhibitor's consent, except as required by law.

**DISPUTE RESOLUTION:** Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, or termination, shall first be attempted to be resolved amicably and in good faith through negotiations between the parties. If the parties are unable to resolve the dispute within fourteen (14) days from the date either party notifies the other party of such dispute in writing, the parties agree to submit the dispute to mediation at the Asian International Arbitration Centre (AIAC) in Kuala Lumpur, Malaysia, in accordance with the AIAC Mediation Rules for the time being in force. If the dispute remains unresolved following such mediation, the parties agree that the dispute shall be submitted to the exclusive jurisdiction of the courts of Malaysia, and each party irrevocably submits to the jurisdiction of such courts for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement.

**COMMERCIAL CONDUCT:** The Sponsor/Exhibitor has carried on and is carrying on its business and operations in accordance with its constitution and in compliance with all applicable laws and regulations (whether in Malaysia or any other jurisdiction only), including but not limited to all anti- money laundering and applicable financial record keeping and reporting laws, requirements, rules, regulations and guidelines. The Sponsor/Exhibitor further warrants that the Sponsor/Exhibitor and/or its employees,



officers, directors, agents, intermediaries, and consultants acting on its behalf has not within its knowledge ever violated any: (a) any law preventing and combating corruption, money laundering or similar conduct or offense including the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time; and/or (b) applicable export control, money laundering or anti-terrorism laws. The Sponsor/Exhibitor agrees to indemnify the Indemnified Parties and keep the Indemnified Parties indemnified during the term of this Agreement and after its expiry and/or termination, against all costs (including, but not limited to, legal costs), damages, claims, expenses and liabilities whatsoever and howsoever incurred resulting from or arising out of any breach of this clause and/or any laws referred to in clause Subject Always, this indemnification shall not apply to claims arising from actions or omissions of the Indemnified Parties. The breach of this clause and/or any laws referred to in this clause by the Sponsor/Exhibitor and/or its representatives shall be considered a material breach of this Agreement only if it results from willful misconduct or gross negligence and in such cases, The Organizer shall provide the Sponsor/Exhibitor with written notice of such breach and a reasonable opportunity to cure before terminating this Agreement.

**PERSONAL DATA PROTECTION:** In performing the obligations under this Agreement, the Sponsor/Exhibitor shall comply with the requirements of any applicable legislation / law in force from time to time in respect of personal data protection / data privacy including, without limitation, the Personal Data Protection Act 2010. The Sponsor/Exhibitor represents, warrants and undertakes that it has sufficient technical and organization security measures in place for the purposes of protecting any personal data (as defined under the Personal Data Protection Act 2010) which it holds, from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction. The Sponsor/Exhibitor shall be responsible for any violation or breach of any requirements under this clause and shall at its own expense immediately remedy any issues giving rise to such breach. The Sponsor/Exhibitor shall be liable and shall defend and hold the Indemnified Parties harmless and indemnified against any penalty, fine, loss, claim, expense or liability whatsoever in connection with the breach of this clause. To the extent that the Sponsor / Exhibitor provides to the Organizer any personal data (as defined under the Personal Data Protection Act 2010) in connection with this Agreement, including in relation to the signing of this Agreement, the Sponsor/Exhibitor warrants that it has complied with the Personal Data Protection Act 2010.

**NOTICE:** All notices, requests, documents or other communication in connection with or regarding this Agreement shall be in writing and shall be delivered by personal service, prepaid registered post (acknowledgement received) or by e-mail, facsimile or telex to the addresses specified below or to such other address as the Parties may designate by like notice hereunder from time to time.

**For the Organizer:**

Name : Dr. Ayappa V.Subramaniam  
Position : Manager, Innovation & Entrepreneurship Department, SDEC  
Tel : +6016 - 645 2771  
Fax : 082 – 523 005  
E-mail : bagf26@sdec.com.my/ayappa@sdec.com.my

**For Sponsor/Exhibitor:**

Details as set out in the form.

Any notice required to be given hereunder shall be deemed to have been received:

- a) in the case of delivery in person, upon proof of acknowledgement receipt;
- b) in the case of service by registered post, upon proof of acknowledgement receipt;
- c) email address of the addressee; and
- d) deemed to occur at 9 a.m. on the next following business day by an authorized representative of each party.

**ENTIRE AGREEMENT:** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.