

BETWEEN

UNIQUE EVENT & EXHIBITIONS PTE LTD

(“UEE ”)

AND

(the “Partner”)

DIGITAL TRAVEL FAIR REPRESENTATIVE PARTNER AGREEMENT

DATED: _____

THIS AGREEMENT is dated _____

BETWEEN

- (1) **UNIQUE EVENT & EXHIBITIONS PTE LTD** (UEN: 201002108W), a company incorporated under the laws of Singapore with its registered office at UEE (“**UEE** ”); and
- (2) **[NAME OF PARTNER]** (UEN: **[·]**), a company incorporated under the laws of **[·]** with its registered office at **[ADDRESS]** (the “**Partner**”)

(each a “**Party**” and collectively the “**Parties**”).

WHEREAS

- (A) UEE is a company engaged in the business of organizing marketing events and offering marketing & promotional services.
- (B) UEE owns and operates a proprietary digital travel fair (a subdivision of Unique Digital Platform (**UDP**) accessible at **[https://digitaltravelfair.com]** (the “**Platform**”), which hosts online travel fairs and provides advertising space to sponsors, exhibitors & advertisers & solicit sponsors, exhibitors & advertisers and assist in the sourcing of the production team (collectively, the “**Services**”).
- (C) The Partner is a company engaged in **the business of marketing and sales**, {company background of Partner}
- (D) UEE wishes to engage the Partner to promote, market, sell the Services & solicit sponsors, exhibitors & advertisers and assist in the sourcing of the production team in the Territory (defined below), and the Partner agrees to such engagement.
- (E) The Parties have agreed to enter into this Agreement to set out the terms & conditions upon which the Partner shall promote, market, sell the Services & solicit sponsors, exhibitors & advertisers and assist in the sourcing of the production team.

IT IS AGREED as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

Applicable Laws: laws and regulations applicable to the Platform in the Territory.

Business Day: a day other than a Saturday, Sunday or public holiday in Singapore.

Effective Date: the date of this agreement.

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by the Principal, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Territory: Malaysia

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A “**person**” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4. A reference to a “**company**” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to “**writing**” or “**written**” includes email and any other form of written communication.
- 1.9. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10. Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definitions, phrases or terms preceding those words.

2. APPOINTMENT OF PARTNER

- 2.1. Appointment: UEE hereby appoints the Partner to promote, market, sell the Services, solicit sponsors, exhibitors & advertisers and assist in the sourcing of the production team throughout the Territory, and the Partner accepts the appointment, on the terms and conditions of this Agreement.
- 2.2. Term: The appointment of the Partner shall commence on the Effective Date and remain in effect for one (1) year with a minimum of 2 digital travel fairs being held unless earlier termination in accordance with this Agreement (the “**Term**”).
- 2.3. Authority:
- (a) UEE authorizes the Partner to engage in sales promotion and marketing activities and solicit sponsors, exhibitors & advertisers and assist in the sourcing of the production team in the Territory, including but not limited to prospecting potential Agents, conducting sales presentations and demonstrations, attending industry and association conventions, and distributing marketing material approved by UEE.
 - (b) UEE authorizes the Partner to negotiate and conclude contracts for the Services in the name of and on behalf of UEE, provided that such contracts are consistent with the terms of this Agreement and with UEE 's Standard Terms (as set out in **Annex A**). Otherwise, the Partner shall submit all offers, orders and/or contracts in a written email format to UEE for UEE 's review and acceptance. UEE reserves the right to decline any offer, order and/or contract. All contracts in respect of the Services shall be between UEE and the sponsors, exhibitors & advertisers. The Partner shall promptly forward to UEE all information relating to concluded contracts and agreements.
- 2.4. Exclusivity: The Partner shall not, except with UEE 's prior written consent, during the Term of this Agreement be involved directly or indirectly in the promotion, marketing and/or sale of any goods or services which compete with the Platform or the Services.

3. SALE OF SERVICES

- 3.1. Authorized Sales Partner: The Partner shall identify itself as an Authorized Sales Partner of UEE only with respect to the Services during the contractual period, and shall otherwise identify itself as an independent entity from UEE.

3.2. Standard Terms:

- (a) The Partner shall, in the course of dealing with sponsors, exhibitors & advertisers and prospective sponsors, exhibitors & advertisers for the Services, bring to their notice UEE 's Standard Terms (as set out in **Annex A**) or such other terms and conditions as UEE may specify to the Partner in writing. All contracts for the sale of Services shall be consistent with such terms.
- (b) UEE shall give the Partner advance notice of any proposed changes to the terms and conditions relating to the Services.

3.3. Sales Representations:

- (a) UEE shall not make any representations or warranties relating to the Services except as expressly set forth in written sales literature mutually agreed to by UEE and the Partner (including but not limited to the Standard Terms in **Annex A**), or as otherwise expressly agreed in writing by the Parties.
- (b) The Partner shall at all times represent accurately the Services and shall not make any false or misleading representations with regard to UEE or the Services.
- (c) The Partner shall indemnify UEE against any liabilities incurred by UEE as a result of any representation or warranty of the Partner made in relation to the Services which may be false or misleading.

4. PARTNER'S OBLIGATIONS

- 4.1. General Obligations: The Partner shall act towards UEE conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to UEE under this Agreement and at general law.
- 4.2. Scope of Authority: Except as authorized by UEE in this agreement or otherwise in writing, the Partner shall not act in a way which will incur any liabilities on behalf of UEE nor pledge the credit of UEE.
- 4.3. Promotion of Services: The Partner shall use reasonable endeavours to promote the Services in the Territory with all due care and diligence and shall seek to improve UEE 's goodwill in the Territory.
- 4.4. Compliance: The Partner shall comply with all reasonable and lawful instructions of UEE from time to time concerning the marketing and sale of the Platform in the Territory, and generally shall conduct the agency in such manner as it thinks best to promote the interests of UEE.

- 4.5. Sound Commercial Principles: The Partner shall act in accordance with sound commercial principles in its relations with sponsors, exhibitors & advertisers and potential sponsors, exhibitors & advertisers in the Territory (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and shall do nothing which UEE considers could be prejudicial to its goodwill or commercial interests.
- 4.6. Operating Expenses: Except as expressly specified in this Agreement, the Partner shall be wholly responsible for all expenses incurred by it in connection with this Agreement, including but not limited to salaries of personnel; advertising, travelling, office, clerical, equipment maintenance, administrative, and general operating costs and expenses; and any and all taxes, duties, tariffs or charges which may be imposed by the Partner in the Territory.
- 4.7. Meetings: The Partner shall attend, on reasonable notice, meetings with UEE to discuss the marketing and operating of the Services in the Territory.
- 4.8. Information:
- (a) The Partner shall maintain a list of sponsors, exhibitors & advertisers and potential sponsors, exhibitors & advertisers for the Services in the Territory from time to time, and on request shall supply UEE with an up-to-date copy of that list.
 - (b) The Partner shall keep UEE informed of its activities concerning the promotion, marketing and sale of the Services in the Territory, and provide UEE with periodic reports with respect to such activities.
- 4.9. Legal Compliance:
- (a) The Partner shall carry out its obligations under this Agreement in strict compliance with all Applicable Laws, including but not limited to the laws of the Territory and of Singapore.
 - (b) The Partner shall be responsible for obtaining any necessary licences or permits necessary for the use of the Platform and/or the Services in the Territory.
 - (c) The Partner shall indemnify UEE against any liabilities incurred by UEE as a result of the Partner's failure to comply with any Applicable Laws, including any breach of laws by UEE on account of its reliance on the Partner's representations or information.
- 4.10. Standard Operating Procedures (SOP):
- (a) The Partner shall carry out its obligations under this Agreement in strict compliance with all SOP in the Playbook given by UEE 's management.

5. UEE 'S OBLIGATIONS

- 5.1. Commission: In consideration of the Partner's performance of its duties and obligations under this Agreement, UEE shall pay the Partner a sales commission (the "**Commission**") as set out in **Annex B**.
- 5.2. Good Faith: UEE shall at all times act in good faith in its relations with the Partner under this Agreement.
- 5.3. Notice of Changes: UEE shall provide the Partner with reasonable advance notice of any changes or modifications to the Services.
- 5.4. Dealing with End-Customer: UEE shall deal with all the enquiries from the end-customer during the contractual period.

6. REPRESENTATIONS & WARRANTIES

- 6.1. Each Party represents and warrants to the other Party that:
 - (a) it is a duly incorporated company and has all requisite power, capacity and authority to enter into and perform this Agreement and such Agreement shall when executed constitute its binding obligations in accordance with its terms;
 - (b) its entry into, execution and performance of this Agreement including the transactions contemplated thereby shall not: (i) require the approval or consent of any government or regulatory body or a third party; or (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under any applicable law or order of any contract to which it is a party or by or to which it is bound or subject; and
 - (c) all acts, conditions and things required to be done, fulfilled and performed in order to enable it to lawfully enter into, execute and perform this Agreement including the transactions contemplated thereby have been done, fulfilled and performed.

7. ADVERTISING & INTELLECTUAL PROPERTY

- 7.1. During the Term of this Agreement, UEE grants to the Partner a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license to use, display and publish UEE 's trade name, logo, trademarks, service marks and/or other intellectual property provided by UEE to the Partner, solely for the purposes of promoting and marketing the Services in connection with this Agreement.

- 7.2. The Partner acknowledges and agrees that all intellectual property rights subsisting in respect of the Platform, the Services and all of UEE 's products and/or services (if applicable) belong to UEE. Except as expressly stated herein, this Agreement does not grant the Partner any rights to any patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences belonging to UEE. All such rights are reserved to UEE.
- 7.3. The Partner undertakes that it shall not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, replicate or be involved directly or indirectly which compete with the UEE 's Platform or the Services.

8. CONFIDENTIALITY

- 8.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, sponsors, exhibitors & advertisers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 8.2 below.
- 8.2. Each Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 7 & exercise the non-disclosure agreement in **Annex C** where necessary; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 8.5. This Clause 8 shall survive termination of this Agreement, however arising.

9. DATA PROTECTION

Each Party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) Personal Data Protection Act 2012 (of Singapore). This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

10. INDEMNITY

Each Party (the "**Indemnifying Party**") shall keep the other Party (the "**Indemnified Party**") indemnified against any and all liability, loss, damage, cost and expenses (including claims by third parties of infringement of intellectual property rights) which the Indemnified Party may suffer in respect of or in connection with any breach by the Indemnifying Party of any of its obligations under this Agreement or any intentional or wrongful act, default or omission of the Indemnifying Party or any of its officers, employees and agents.

11. LIMITATION OF LIABILITY

- 11.1. Nothing in this agreement shall limit or exclude the liability of either Party for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; and (c) any matter for which it would be unlawful to exclude or restrict liability.
- 11.2. Subject to Clause 11.1 above and save for the indemnities set out in Clause 3.3(c), Clause 4.9(c) and Clause 10, neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) any loss of profit, sales, revenue, or business; (b) loss of anticipated savings; (c) loss of or damage to goodwill; (d) loss of agreements or contacts; (e) loss of use or corruption of software, data or information; (f) any loss arising out of the lawful termination of this Agreement or any decision not to renew its term, or (g) any loss that is an indirect or secondary consequence of any act or omission of the party in question.

12. DURATION & TERMINATION

- 12.1. Expiry: This Agreement shall terminate upon the expiry of the Term, unless otherwise terminated as provided in this Clause 12.

12.2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company);
- (e) an application is made to Court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);
- (f) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 12.2(b) to 12.2(d) (inclusive);
- (g) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (h) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

13. CONSEQUENCES OF TERMINATION

13.1. On termination of this Agreement for any reason:

- (a) all licences and benefits granted under this Agreement shall immediately terminate;
- (b) each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party; and
- (c) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13.2. On termination of this Agreement for any reason, the Partner shall:

- (a) cease to promote, market, advertise or sell the Platform;
- (b) immediately cease to describe itself as an Authorized Sales Partner of UEE and cease to use any of UEE 's Intellectual Property (including without limitation on stationery, websites and vehicles);
- (c) at its own expense within thirty (30) days return to UEE all advertising, promotional or sales material relating to the Platform or the Services then in the possession of the Partner, or otherwise dispose of the same as UEE may instruct; and
- (d) have no claim against UEE for indemnification or compensation, whether for loss of income, loss of agency rights, loss of goodwill or any analogous loss, other than a claim for damages if and to the extent that the termination was a breach of contract by UEE .

14. NOTICES

14.1. Notices under this Agreement will be in writing and sent to the person and address set out in this Agreement or as otherwise notified in writing to the other party. They may be given, and will be deemed received:

- (a) by registered post: two Business Days after posting;
- (b) by hand: on delivery;
- (c) by e-mail: on successful transmission.

14.2. This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

15. MISCELLANEOUS

15.1. **Force Majeure:** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to:

- (a) acts of God;
- (b) flood, fire, earthquake, explosion or other casualty;

- (c) war or insurrections, terrorist acts or threats of terrorism, acts of domestic or foreign enemies, riots or other civil unrest;
 - (d) government law, regulation or order (including governmental advisories, quarantines and curfews) or travel advisory;
 - (e) epidemics, pandemics, or any other threat or fear of any infectious or communicable disease in humans, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government in connection with, or related to any infectious or communicable disease in humans; or
 - (f) postponement or cancellation of any travel events hosted on the Platform.
- 15.2. **Assignment and other dealings.** The Partner shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without UEE 's prior written consent. UEE may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 15.3. **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.4. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 15.5. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: (a) waive that or any other right or remedy or (b) prevent or restrict the further exercise of that or any other right or remedy.
- 15.6. **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. In such event, the Parties agree that they shall attempt in good faith negotiate to substitute for any such illegal, invalid or unenforceable provision a legal, valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the relevant illegal, invalid or unenforceable provision.

- 15.7. **Third party rights.** No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 15.8. **Continuing and Surviving Obligation.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination/expiry of this Agreement shall remain in full force and effect.

16. GOVERNING LAW & JURISDICTION

- 16.1. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- 16.2. Without prejudice to the rights of the Party to seek urgent relief from the Singapore courts, with regards to any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination ("**Dispute**"), the Parties agree to enter into mediation in good faith to settle such a dispute by mediation administered by an institute recognised as a partner of the Singapore International Mediation Institute. To initiate the mediation, a party must give notice in writing ("**Alternative Dispute Resolution (ADR) Notice**") to the other parties to the dispute, referring the dispute to mediation. Unless otherwise agreed, the mediation will start not later than twenty (20) Business Days after the date of the ADR Notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 16.3. Each party to this agreement irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to hear, settle and/or determine any Dispute. For these purposes, each party irrevocably submits to the jurisdiction of the Singapore courts.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

Signed for and on behalf of)
UNIQUE EVENT & EXHIBITORS PTE LTD)
(UEE))

Name:
Designation: Director

Signed for and on behalf of)
The Partner)
[Full company name])
)

Name:
Designation:

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ANNEX A

Standard Terms

[Please refer to attached Sample of Terms and Conditions for Participation]

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ANNEX B

Commission

1. Eligible Contracts: For the purposes of this Agreement, “**Eligible Contracts**” shall mean contracts concluded for the sale of the Services during the Term and with sponsors, exhibitors & advertisers in the Territory.
2. Commission Rate: As consideration for the Partner’s performance of its obligations under this Agreement, the Partner shall receive a Commission equal to 20 - 23% of the sales revenue in Singapore Dollar Equivalents of Eligible Contracts.

Sales Revenue based on	20% Commission	23% Commission
No. of Exhibitors	1-100	101 & above
Banners sold	\$1-\$150,000	\$150,001 & above
Spotlights sold	\$1-\$70,000	\$70,001 & above
Sponsors obtained	\$1-\$200,000	\$200,001 & above

3. Payment Schedule: UEE shall pay 50% of the Commission to the Partner within 14 days of every month-end after receipt of payment from the sponsors, exhibitors & advertisers in connection with an Eligible Contract. Balance commission will be paid 30 days after the closure of the digital travel fair subject to the receipt of full payment from the sponsors, exhibitors & advertisers in connection with an Eligible Contract.
4. Dispute:
 - (a) If any dispute arises as to the amount of Commission payable by UEE to the Partner, UEE and the Partner shall each designate a representative (each a “**Representative**”) to confer with each other and seek to arrive at a mutual agreement on the amount of Commission payable. Each Representative shall have the right to seek advice and counsel from any person or entity they deem appropriate.
 - (b) If the Representatives are unable to reach an agreement on the amount of Commission payable, then the dispute shall be resolved in accordance with Clause 16.1 of this Agreement.

ANNEX C

Non-Disclosure Agreement

[Please refer to attached Sample of Non-Disclosure Agreement]

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