

# INTERNATIONAL LANGUAGE SYMPOSIUM SPONSOR AGREEMENT



**CA Institute** 2017  
of Languages Celebrating  
20 Years  
of Excellence

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between CA Institute of Languages Ltd., registered by the Register of Commerce at the Regional Court House in Brno, section C, nr. 79820, with an office at Marešova 12, 60200, Brno, Czech Republic ("CA Institute of Languages") and the sponsor identified below ("Sponsor").

## RECITALS

CA Institute of Languages is hosting the following event: The International Language Symposium and Sponsor desires to sponsor the Event.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

### 1. CA Institute of Languages Obligations.

In consideration for Sponsor's participation in the Event, CA Institute of Languages shall provide the Sponsor the benefits set out in Appendix, which is incorporated and hereby made a part of this Agreement.

### 2. Sponsor Obligations

For its participation as a Sponsor in the Event, Sponsor shall pay to CA Institute of Languages a fee (the "Sponsorship Fee"), as set out below:

*PLATINUM SPONSORSHIP - 59,890 CZK or  
GOLD SPONSORSHIP - 39,980 CZK or  
PARTNER SPONSORSHIP - 29,900 CZK or  
SILVER SPONSORSHIP - 14,900 CZK  
BRONZE SPONSORSHIP - 9,950 CZK or  
ADVERTISING SPONSORSHIP - Under 8,000 CZK*

The Sponsorship Fee is payable to CA Institute of Languages, due 10 days following date of Agreement signing or online submission of Sponsorship Application form.

3. Sponsor Trademarks/Sponsor Materials. Subject to the terms and conditions of this Agreement, Sponsor grants to CA Institute the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to CA Institute of Languages by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

### 4. Indemnity

4.1 CA Institute of Languages shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of CA Institute of Languages, its directors, officers, and/or employees.

4.2 Sponsor shall indemnify, defend, and hold CA Institute of Languages harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.

4.3 Sponsor will give CA Institute of Languages prompt written notice of any claim or suit coming within the purview of these indemnities.

### 5. Limitation of Liability.

Except with respect to Section 10.3, in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

Notwithstanding anything else in this Agreement, CA Institute of Languages' liability for any claim against them shall be limited to the funds available in its own bank account at the time of the claim.

6. Representations. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

### 7. Booking a Stand

7.1 Stands may be rented for the duration of the Symposium by completing a booking form and submitting it by e-mail to: [events@ca-institute.com](mailto:events@ca-institute.com). CA Institute of Languages reserves the right to refuse a booking due to the limited number of places.

7.2 CA Institute of Languages will make available to the Sponsor the advertising space to install the Stand on the day of the Congress at the latest.

7.3 It is forbidden to use open fire as well as place lamps and other thermic devices directly on the floor and in the proximity of any inflammable materials.

7.4 The Sponsor must secure cables and stands in a way to prevent any traces being left behind (for instance, by using attested double-sided self-adhesive gel mounting tape which does not leave behind any glue).

7.5 It is forbidden to drill holes in, nail or stick anything to the walls or other surfaces.

7.6 It is forbidden to alter the size or location of the Stand without first informing CA Institute of Languages and obtaining Its consent.

7.7 CA Institute of Languages reserves the right to alter the layout of the exhibition Stands before and during the Symposium.

### 8. Advertising Materials and Other Marketing Activities

8.1 The Sponsor must promote CA Institute of Languages by posting information about the International Language Symposium on their website and social media.

8.2 The Sponsor may place their advertising materials in Participant conference packs and it is the Sponsor's responsibility to deliver any such materials at the time and to the address indicated by CA Institute of Languages. CA Institute of Languages does not guarantee that any materials delivered after the date indicated will be placed in the packs.

8.3 The Sponsor may buy advertising space in the printed program of the Symposium, which is inserted into Participants packs. This involves the need to pay a fee for such an advertisement as well as the need to deliver its content in a specified format before the deadline stipulated by CA Institute of Languages. CA Institute of Languages

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does not guarantee that any advertisement delivered after this time will be printed, neither is CA Institute of Languages liable for any costs arising out of such delay on the part of the Sponsor.

8.4 The Sponsor declares that the content and form of advertising materials used by the Sponsor in connection

with the Symposium does not infringe the provisions of law, or any interests of third persons protected under law. As part of this agreement, the Sponsor undertakes to fully cover any possible losses suffered by CA Institute of Languages on this account.

8.5 As part of this agreement, CA Institute of Languages reserves the right to withhold or refuse to publish the advertising materials of a Sponsor without suffering any financial consequences, if their content is in breach of generally accepted social norms, current regulations, rights of other entities, personal goods of third parties, good manners, copyright and related rights or trademark protection rights.

### 9. Term and Termination

9.1 Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through June 10, 2017 one week past the event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").

9.2 Termination by CA Institute of Languages. CA Institute of Languages shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event CA Institute of Languages terminates this Agreement for any reason other than Sponsor's breach CA Institute of Languages shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.

### 9.3 Termination by Sponsor; Effect of Termination

a) Sponsor may terminate this Agreement for breach by CA Institute of Languages after giving CA Institute of Languages at least ten (10) days prior written notice specifying the nature of the breach, and giving CA Institute of Languages no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.

b) If CA Institute of Languages terminates this Agreement for Sponsor's breach, CA Institute of Languages shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

c) If Sponsor terminates for CA Institute of Languages' breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

### 9.4 Survival.

In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7, 8, 9 and 10 shall survive.

### 10. Miscellaneous

10.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid. Sponsor agrees to

send a copy of any notices, via email to: [events@ca-institute.com](mailto:events@ca-institute.com).

10.2 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

10.3 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.

10.4 Governing Law/Jurisdiction. This Event Sponsorship Agreement shall be governed by and construed in accordance with the substantive law of the Czech Republic, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws. Any controversy or claim between the parties to this Agreement shall be resolved in arbitration in the place of arbitration shall be Brno, Czech Republic. The arbitrator shall apply the substantive law of the Czech Republic, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. Except as set forth below, the expenses of the arbitration shall be borne equally by the parties of the arbitration, provided that each party shall pay for and bear the cost of its own experts, and evidence.

10.5 Assignment. This Agreement may not be assigned by either party without prior written notice of ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.

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