
Sponsor Terms & Conditions

Whereas, INDUSTRYNOW INC. (the "Organizer") provides services, including but not limited to the exchange of information resources;

Whereas, the Registrant of this Service (the "Client") wishes to engage the services of INDUSTRYNOW INC. through a list of services that were ordered (the "Order") on the Web Site or submitted through hard copy to INDUSTRYNOW INC.;

Whereas, Client wishes to attend the event (the "event") that is organized by INDUSTRYNOW INC. (the "Organizer") specified in the Order on the date (the "Date") specified in the Order to interact with certain other registrants at the event.

Now Therefore, in consideration of the promises and mutual covenants and agreements set forth herein, and in the Order, the parties agree as follows to comprise the following Agreement between You, the Client, and Us, the Organizer governing the rights and obligations of each party at the Event at the Venue on the Date:

1. Event Fees

1.1. Total Fees

1.1.1. Total fees specified on the Order are subject to an additional service charge of 7% ("Service Charge") applied to cover administration costs, and are excluding any applicable sales tax which shall be in addition. All fees shall be payable to the Organizer in full without any deduction counterclaim or set-off by Client.

1.2. More than sixty (60) Days

1.2.1. If the date of the Agreement is more than sixty (60) days prior to the event, Client will pay to Organizer a Deposit (being 50% of Total Fee & Service Charge, plus applicable taxes thereon) upon receipt of invoice, and the Balance of Total Fee (plus Service Charge and applicable taxes) forty-five (45) days prior to event, in each case, by one of the accepted payment methods mentioned in Clause 2.1.1

1.3. Less than sixty (60) Days

1.3.1. If the date of this Agreement is within sixty (60) days prior to the event, Client will pay to Organizer the full amount of the Total Fee (plus Service Charge and applicable taxes) upon receipt of invoice.

2. Payment

2.1. Accepted Methods of Payment

2.1.1. The Deposit is payable in U.S. Dollars, and shall be paid by way of credit card, direct bank transfer or certified cheque payable to, INDUSTRYNOW INC., upon execution of this Agreement.

2.2. Partial Payment

2.2.1. Subject to the Cancellation clause below, if any fees due to the Organizer are not paid by the Client by the date of the Event or when payment becomes due, Organizer shall be entitled to retain any part payment which it has received from Client.

3. Right of Refusal

- 3.1. INDUSTRYNOW INC. reserves the right to refuse entry to the Sponsor or its representatives at the event and/or to withhold any information, communications, services or any other benefits to be derived under the herein Agreement and the event itself, in the event of non-payment of any portion of sponsorship Fees.
4. **Late Payment**
 - 4.1. Without limiting the Organizer's other rights or remedies, any late payment shall be subject to interest at 3% per month or the maximum amount permitted by law to be determined by the Organizer.
5. **Changes/Cancellation of the Event**
 - 5.1. INDUSTRYNOW INC. reserves the exclusive right, in its sole and absolute discretion, to cancel or change the digital platform, location (for in person scheduled events), venue (for in person scheduled event), dates, and/or cancel the event upon written notice to Client. If INDUSTRYNOW INC. cancels the Event other than by reason of events or circumstances beyond its reasonable control, INDUSTRYNOW INC. shall reimburse the Sponsor all Total Fee to Client. If the Event is cancelled by INDUSTRYNOW INC. by reason of events or circumstances beyond its reasonable control— including, without limitation, Acts of God, flood, communicable disease, government restrictions, failure of any material supplier to the Event (in person event), and/or a cancellation by the operators of the Venue (in person event)— INDUSTRYNOW INC. will reschedule the event to be held within a reasonable time (up to 12 months from original scheduled event date), and any Event Fees paid by the Sponsor shall be converted to a non-refundable credit (a "Non-Refundable Credit") towards the rescheduled Event.
6. **Exclusive Right to Cancel**
 - 6.1. INDUSTRYNOW INC. reserves the right to cancel any booking made by the Client at its sole discretion and without giving any reason for such cancellation. In such an event, the Organizer shall promptly refund to the Client all fees paid in respect of such cancelled booking.
7. **Cancellation by Client**
 - 7.1. **Client Cancellation**
 - 7.1.1. If Client wishes to cancel this Agreement or its participation in the event, Client shall notify Organizer in writing (provided that any such notice sent by Client by email shall not be effective unless a hard copy is also sent by registered mail or by express post) with as much prior notice as is possible and not less than sixty (60) days before the Date of the Event.
 - 7.2. **More than sixty Days**
 - 7.2.1. If cancellation notice is received by the Organizer more than sixty (60) days prior to the Date of the commencement of the event then the Client shall be responsible for 50% of Total Fees. If Total Fees have been paid to the Organizer then the Client will receive a refund of 50% of Total Fees paid (less Service Charge and applicable taxes).
 - 7.3. **Less than sixty Days**
 - 7.3.1. If cancellation notice is received by the Organizer within sixty (60) days prior to the Date of the commencement of the Event then the Client shall be responsible for 100% of Total Fees.
8. **Client Rights and Obligations**
 - 8.1. **Attendance at Event**
 - 8.1.1. The Client will attend the event including seminars and conference sessions as pre-arranged by the Organizer and as determined by the Order.
 - 8.2. **Residing at Venue (Applicable for in person Events)**

- 8.2.1. The Client will make arrangements with the Venue, independently of the Organizer, to reside at the Venue for the duration of the Event. It is the Client's responsibility to make such arrangements and Client acknowledges that they have already made arrangements with the Venue or alternate hotel for accommodations.
- 8.3. **Promotional Materials**
 - 8.3.1. Client will be responsible for providing all promotional material to INDUSTRYNOW INC. and warrants that it is of a professional nature, not illegal, defamatory, obscene and does not infringe the copyright, trademarks or other intellectual property rights of any other person. Sponsor hereby accepts complete responsibility for the content of its marketing/promotional material and other materials, and hereby further agrees that INDUSTRYNOW INC. will be in no way responsible or liable for any of the Sponsor's marketing/promotional activities or in any way related to the Sponsor's participation at the Events and any pre-event related marketing campaign. Sponsor acknowledges that, by virtue of the evaluation of and the decision to enter into this Agreement, and subsequently as a result of participation at the Event itself, Sponsor will be exposed to or have access to certain information, content and materials which may contain trademarks, copyright and/or be subject to other intellectual property rights (hereinafter collectively called "Event Property"). Sponsor agrees not to use, replicate, modify, adapt and or distribute any Event Property, unless compelled to do so by law or court order.
- 8.4. **No Right to Assign**
 - 8.4.1. Client shall not resell, assign, sub-license or otherwise transfer any of the rights under this Agreement or Order.
- 8.5. **Client's Representatives**
 - 8.5.1. **Identity of Representatives**
 - 8.5.1.1. Client will supply Organizer in writing with names and details of all Client's Representatives at least forty-five (45) days prior to the Event Date, or within fourteen (14) days of the date of this Agreement if it is dated less than forty-five (45) days prior to the Event Date. Any Client Representatives that are not listed *may* be denied entry/access to the platform.
 - 8.5.2. **Conduct of Representatives**
 - 8.5.2.1. Client warrants that its Client Representatives shall be appropriately qualified for attendance at the Event and shall conduct themselves in a proper and professional manner at all times, and shall adhere to any health and safety, security or other requirement of Organizer (or of the Venue or other person approved by Organizer) in relation to the Event.
 - 8.5.3. **Violation by Representatives**
 - 8.5.3.1. Client warrants that they understand and agree that any violation of proper conduct, in the exclusive view of the Organizer, will result in that Client, Client Representative or all Client Representatives being removed from the Event at the expense of the Client. In the event that this occurs, the Client will not be entitled to any recourse from the Organizer and agrees to indemnify and hold harmless the Organizer from any liabilities that may occur by the said conduct or in the removal of the Client or Client Representative.
 - 8.5.4. **Compliance by Client Representatives**

8.5.4.1. Client and/or Client Representative will be responsible for ensuring compliance with this Agreement and hereby indemnifies and holds harmless the Organizer in full on demand against any breach of this Agreement resulting from any act, omission, statement, third party claim, costs, legal costs, or other conduct of any Client and/or Client Representative. Client warrants that they have the authority to bind their corporation to all terms of this Agreement.

9. **Organizer's Rights and Obligations**

9.1. **Provision for Materials**

9.1.1. INDUSTRYNOW INC. may provide for certain materials to be used by the Client. Organizer reserves the right to determine scope and content of any or all meetings, conference sessions, etc., held during the event.

9.2. **Program/Itinerary**

9.2.1. INDUSTRYNOW INC. shall provide Sponsor, as soon as is reasonably possible, a program (the "Itinerary") containing a list of all registrants expected at the Event, as well as speakers and planned sessions. While INDUSTRYNOW INC. shall strive in good faith to follow the Itinerary, INDUSTRYNOW INC. reserves the right, without notice to the Sponsor and within its sole and absolute discretion, to cancel and or change the Itinerary, including any planned speakers and sessions.

9.3. **List of Registrants**

9.3.1. INDUSTRYNOW INC. will circulate to Client a list of all attendees expected at the Event. The Organizer does not guarantee the accuracy of such information or the actual attendance of the named attendees and will not be liable to Client for any change in the number or identity of any attendees, notwithstanding any other term of these Terms and Conditions.

9.4. **Copyright of Materials**

9.4.1. All content and other materials provided by or on behalf of Organizer at or in relation to the Event contain copyright, trade mark and other intellectual property rights are those of the Organizer exclusively and nothing shall be construed to license or part with ownership over any of these materials. All other third parties and Client and/or Client Representatives shall not and shall not allow any other person to copy, modify, adapt or otherwise use such content and materials for any purpose without Organizer's express prior written consent.

9.5. **Publicity of Event & Marketing**

9.5.1. INDUSTRYNOW INC. shall originate any publicity, news releases, public statements or announcements, whether written or oral, relating to the Event without the prior consent of the Client. Organizer may originate any publicity, news releases, public statements or announcements or otherwise make any form of representation or statement relating to the Event which would constitute an express or implied endorsement by the Client of any commercial product or service, without obtaining the prior consent of Client.

9.6. **Use of Client Name and Trademarks.**

9.6.1. INDUSTRYNOW INC. may use the Client's name or trademark in any advertising or promotional material without the prior consent of the Client.

9.7. **Marketing Materials**

9.7.1. INDUSTRYNOW INC. may use images, videos, graphics, trademarks and any other intellectual property of the Client in subsequent marketing materials of future events without the prior consent of the Client. Client agrees to release any

rights of their image being used for advertising, promotional or marketing material as well as any intellectual property.

9.8. **Ownership of Intellectual Property**

9.8.1. INDUSTRYNOW INC. acknowledges that any rights of intellectual property are owned exclusively by the Client and that their use in any capacity by the Organizer does not relinquish any rights over them held by the Client save and except for the uses mentioned above. The Organizer acknowledges and agrees that the Client is the owner of all trade-marks, trade-names, copyright, patents, registered or unregistered. No proprietary interests or title in or to the intellectual property is transferred to the Organizer Licensee by this Agreement.

10. **Waiver and Indemnity**

10.1. **Liability**

10.1.1. INDUSTRYNOW INC. will not be liable for any loss or damage suffered by the Client when providing its services hereunder except to the extent caused directly by the Organizer's negligence. The Client will be liable for, and will reimburse the Organizer for the costs of, any loss or damage suffered by the Organizer caused directly by the Client or Client Representative's negligence. The Client agrees to exclude the Organizer from all liability for special, indirect or consequential loss or damage including, without limitation, loss of business, profits, anticipated savings, goodwill, data, damages, loss or costs associated with loss or damage.

10.2. **Indemnity for Third Party Claims**

10.2.1. Except as may be otherwise provided in this Agreement, the Client shall protect, indemnify and save harmless the Organizer, and its employees, agents, representatives, invitees and subcontractors, and, at the Organizer's request, investigate and defend such entities from and against all claims, demands and causes of action, of every kind and character, without limitation, arising in favour of or made by third parties, on account of bodily injury, death or damage to or loss of their property resulting from any negligent act or willful misconduct of the Client.

10.3. **Limited Liability of Organizer**

10.3.1. The aggregate liability of Organizer in relation to this Agreement shall be limited to a total of the fees paid by Client to Organizer pursuant to this Agreement including for any claim of negligence.

10.4. **Survival of Indemnities**

10.4.1. The terms of Waiver and Indemnity as specified in 10.1.1 and 10.2.1, shall survive any termination or expiry of this Agreement.

11. **Data Protection Act**

11.1. **Confidentiality of Data**

11.1.1. INDUSTRYNOW INC. will keep personal data provided by Client confidential and used to support Client customer relationship with Organizer. Data is collected in accordance with the Personal Information Protection & Electronic Documents Act (PIPEDA) and the Privacy Policy of the Organizer.

11.2. **Use of Contact Information**

11.2.1. Client agrees that the Organizer may use contact information of Client to solicit Client of upcoming Events. The information provided by Client or Client Representatives, will be held by the Organizer. Occasionally Client details may be made available to Organizer's external partners. If Client does not wish to have these details be made available to these carefully chosen companies, please contact INDUSTRYNOW INC.

12. **General**

12.1. **Consents**

12.1.1. Any consent required under this Agreement will not be unreasonably withheld.

12.2. **Captions**

12.2.1. The Article and paragraph headings used herein are for convenience only and are not a part of this Agreement and will not be used in construing it.

13. **Entire Agreement**

13.1. This Agreement constitutes the entire agreement of the Parties, supersedes all previous agreements and no amendment to the terms of this Agreement will be effective unless made by the Organizer and Organizer providing written notice to the Delegate of that change. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

13.2. **Equitable Relief**

13.2.1. Client agrees that any breach of this Agreement by Client would cause irreparable damage, and that, in event of such breach, in addition to any and all remedies at law, Organizer will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this Agreement.

13.3. **Force Majeure**

13.3.1. Notwithstanding anything herein to the contrary, the Organizer shall not be liable for any delay or failure in performance caused by circumstances beyond Our reasonable control.

13.4. **Relationship of the Parties**

13.4.1. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither Organizer or Client will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

13.5. **Severability**

13.5.1. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.

13.6. **Number and Gender**

13.6.1. Where the context permits, the singular includes the plural, and the masculine includes the feminine and vice versa.

13.7. **Notices**

13.7.1. All notices and communications required or permitted under this Agreement will be in writing and will be sent by registered or certified mail, postage prepaid, return receipt requested, facsimile transmission (the "Fax"), with confirmed answer back, or electronic mail, with confirmation of receipt, to Organizer or Client at the respective addresses provided to each other or to such other

address as Organizer or Client may from time to time specify by notice to the other given as provided in this paragraph.

- 13.7.2. A notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.8. **Jurisdiction**

- 13.8.1. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario with respect to any dispute arising under this Agreement.

14. **Governing Law**

- 14.1. This agreement and any sales thereunder shall be deemed to have been made in the Province of Ontario and shall be construed and interpreted according to the laws of the Province of Ontario and the applicable laws of Canada. Organizer and Client expressly exclude the United Nations Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act, as amended, replaced or re-enacted from time to time, and any statute of the United States of America and/or of any State.

15. **Authority to Bind**

- 15.1. This Agreement is binding on the parties upon a booking submitted by Client, and Client represents to the Organizer that this Agreement has been submitted and authorized by an individual who is an authorized signatory of the Client and who has authority to bind Client to the terms of this Agreement.