



International Quality & Productivity Centre

SPONSORSHIP AGREEMENT

Please fill in the first two pages, the credit card hold form and the invoicing details and return by e-mail.

DATE: 28th November 2012

PARTIES:

- (1) IQPC Worldwide Pte Ltd, a company registered in Singapore whose trading address is 61 Robinson Road #14-01 Robinson Centre, Singapore 068893 ("Company")
(2) HT S.r.l, a company registered in Italy whose address is Via Della Moscova 13, 1-20121, Milano, ("Sponsor")

Event: Title: 3rd Annual Cyber Security for Government Asia, 2013
Event Number: 19564.003
Event Date: 29th & 30th January 2013
Event Location: KL, Malaysia

Scope: The Company appoints the Sponsor to be an Exhibitor at the Event and grants to the Sponsor all the rights, licences and opportunities set out in Schedule 1 in relation to the Event (the "Sponsorship Package").

Sponsorship Fee: USD\$9820 + GST
Price is valid till Thursday, 29th November 2012, 5pm (Singapore Time), after that the price will return to standard price of USD\$11,500.

Payment Terms: 100% of the Sponsorship Fee is payable within 14 days upon signature of the Sponsorship Agreement.

No services, including pre-event marketing, will be performed by the Company until payment is received, as specified above.

Strictly no admittance to the Event without full payment.

Sponsor Contact: Name: HT SRL
Address: VIA MOSCOVA, 13 - 20121 MILANO -MI (ITALY)
Tel: +39 02/2906003
Email: a.wuiniustrazione@hackingteam.it / m.bethini@hackingteam.it
Job Title: LUCA RANA - ADMINISTRATIVE SUPPORT / MARCO BETHINI - SALES MANAGER

Company Contact: Name: Kalaivane Perumal Tel: +65 6722 392 Email:vane.perumal@iqpc.com.sg

General This Sponsorship Agreement shall be subject to the Company's General Terms and Conditions of Sponsorship (as attached) except as such may be varied by the terms of this Sponsorship Agreement and by signing below the Sponsor hereby confirms its acceptance of those General Terms and Conditions of Sponsorship.

Signed: [Signature] Date: 29/11/2012

Sponsor Authorised signatory/Print name: VALEDIAMO BODESCHI
Signed: [Signature] Date: 29/11/2012



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IQPC Worldwide Pte Ltd

Schedule 1 – Sponsorship Package

1. The Company will appoint the Sponsor to be an Exhibitor at the Event.
2. The Sponsor will have a 3m x 2m site in the interactive exhibition area at the Event. Telephone and Internet connection will be provided directly by the venue. Costs of installation of telephone, Internet connection, and call charges will be borne by the Sponsor and will be charged directly to the Sponsor by the venue.
3. The Sponsor will be involved in pre-event marketing campaign
4. The Sponsor's logo will be placed on the Company's website along with 50 words of promotional text about the Sponsor prior to and during the Event and two-way hypertext links will be set up with the Sponsor's company profile.
5. The Sponsor's logo will be featured in the rolling presentation displayed during intervals in the Event.
6. The Sponsor's logo will be displayed in all electronic materials produced by the Company to promote the Event where other sponsors' names and logos appear as well. (Subject to production deadlines).
7. The Sponsor will be entitled to 2 Full Conference Delegate Passes.
8. The Sponsor will be entitled to the attendee list (company name, contact name, job title) after the event.
9. A4 Flier/Corporate Material: IQPC will be able to distribute a full-page outline of your company to all delegates upon registration. This outline must be A4 European size and can be colour if supplied by the sponsor or black & white if printing is required. This is a permanent reminder to all participants of your leading role at this conference



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IQPC Worldwide Pte Ltd (the "Company")

GENERAL TERMS AND CONDITIONS OF SPONSORSHIP

1. Application

1.1 These terms and conditions (the "Conditions") shall apply to any agreement (the "Sponsorship Agreement") for the sale of a sponsorship package (the "Sponsorship Package") by the Company to a sponsor (the "Sponsor") in relation to an event (the "Event") and shall apply in place of, prevail over and supersede any terms or conditions contained or referred to in correspondence, brochures, catalogues or elsewhere or implied by trade, custom, practice or the course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Company and any purported provisions to the contrary are hereby expressly excluded or extinguished and the supply of the Sponsorship Package shall not constitute acceptance of any other terms.

1.2 In entering into the Sponsorship Agreement the Sponsor acknowledges that it has not relied on and the Company shall not be liable for any representation, warranty, advice or recommendation made by or on behalf of the Company unless made fraudulently or as expressly provided in these Conditions.

2. Payment Terms

2.1 The Sponsorship Fee is payable in line with the payment terms stated on the front of the sponsorship agreement. The invoice will be issued on signature of the Sponsorship Agreement.

2.2 All payments must be received by the relevant due date in accordance to the payment terms specified. In any case, there shall strictly be no admittance to the conference without full payment. For the avoidance of doubt, the Company will be entitled to withhold the provision of any or all rights, licences and/or services contained within the Sponsorship Package unless payment is received by the relevant due date.

2.3 All prices quoted are exclusive of any applicable duties or taxes (including any value added tax or other similar sales or turnover taxes or duties) properly chargeable in the jurisdiction where the Event is held in accordance with applicable laws in respect of the payment of the Sponsorship Fee and as advised by the Company. The Sponsor shall pay such value added tax or other similar sales or turnover taxes or duties at the applicable prevailing rates promptly upon receipt of an invoice from the Company evidencing any such duties or taxes.

2.4 All payments will be made in the currency of the Company's invoice without any deduction or withholding for any reason.

2.5 The Company reserves the right to charge interest on any outstanding amounts due from the Sponsor at the annual rate of four per cent (4%) above the HSBC Bank base rate from time to time in force until payment in full is received. Further, the Sponsor shall indemnify and hold the Company harmless from and against all reasonable costs incurred by the Company in recovering outstanding amounts owed by the Sponsor (including any debt collection agency fees or legal expenses).



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3. Cancellation

- 3.1 In the event of cancellation or postponement of the Event through no fault of the Company (such as due to an event or circumstance beyond the reasonable control of the Company), refunds will not be given. Furthermore, the Company will be able to treat itself as wholly or partly released from its obligations to provide the Sponsorship Package and will not be under any liability to the Sponsor for any failure to perform its obligations.
- 3.2 In the event that the Company elects to cancel the Event due to circumstances within its control, the Company will (in its absolute discretion) either offer the Sponsor an alternative sponsorship package of comparable standard and benefits or a credit of equivalent value towards a future IQPC event, such credit to be valid for one year from the date of issue.
- 3.3 Cancellation by the Sponsor will only be valid if made in writing. If the Sponsor cancels a Sponsorship Package at any time prior to the Event it will still remain liable to pay the Company the full amount of the Sponsorship Fee and if it has already paid the Sponsorship Fee it shall not be entitled to a refund.

4. The Sponsorship Package

- 4.1 Whereas every reasonable effort will be made to ensure the Sponsorship Package is provided as set out in the Sponsorship Agreement, the Company reserves the right to change the Sponsorship Package without recourse as long as in the reasonable opinion of the Company it does not materially change the substance of the Sponsorship Package. Although IQPC will undertake to aggressively market each event, the Company is unable to guarantee the number of delegates that will attend each conference.
- 4.2 Where a package includes promotion of the Sponsor's logo in marketing and advertising materials, the Sponsor agrees to provide the required logo(s) to the Company before the reasonable date specified by the Company as the deadline for preparation of said materials. Should the logos not be received in time by the Company, the Sponsor risks not being included in these materials and, under this circumstance, the Company will not be considered to have breached the contract. No pre event marketing will be undertaken unless the Payment Terms are satisfied.

5. Conditions

- 5.1 The Sponsor is expressly and unconditionally forbidden to resell, or allow for resale by any of its own staff or clients any elements of the Sponsorship Package purchased.
- 5.2 The Sponsor shall not share any of the rights or licences granted under Schedule 1 of the Sponsorship Agreement or engage in joint promotions in relation to the Event except in each case with the prior written consent of the Company.
- 5.3 The Sponsor agrees to abide by all rules and conditions imposed by the Company and the owners of the Event venue including, without limitation, any and all conditions of sale applicable to tickets for the Event as well as other rules relating to the Event.
- 5.4 The Sponsor shall not use or exploit any of the rights or benefits contained in the Sponsorship Package in such a way that is or might reasonably be expected to be prejudicial or defamatory to the image or reputation of the Company or the Event.
- 5.5 The Sponsor will provide the Company with all relevant artwork and design for the Sponsor's logo which the Company may reasonably require to provide the Sponsorship Package. The Sponsor undertakes to deliver to the Company the artwork and design for the logo and any additional information that is required by the Companies sign off date. If the Sponsor fails to deliver such information by the sign off date this agreement will remain in force with the exception that the logo and any additional information will be excluded from the Company's marketing materials.



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- 5.6 The Sponsor grants the Company a non-exclusive royalty-free licence to use the Sponsor's logo in providing the Sponsorship Package to the Sponsor.
- 5.7 The Sponsor shall exercise all rights and licences granted under the Sponsorship Agreement in accordance with all applicable laws.
6. **Reservation of Rights**
- 6.1 All intellectual property rights (including, without limitation, copyright, trade marks, trade names, database rights, goodwill or patents) in any material or works that are created by the Company in relation to the Event (including the Event name, brochure, C.D-Rom, programme and any other documentation) shall belong to the Company and no rights are granted to the Sponsor other than as expressly provided for in the Sponsorship Agreement.
- 6.2 The Sponsor shall not use any trade mark, trade name, logo, symbol or device of the Company or the Event without the prior written consent of the Company and then only in relation to the Event.
- 6.3 The Company reserves to itself all rights relating to the promotion of the Event other than those rights granted under the terms of the Sponsorship Agreement including, but not limited to, contracting other sponsors, suppliers or exhibitors to advertise or promote their products or services in relation to the Event.
7. **Liability and Indemnity**
- 7.1 The Sponsor shall indemnify (on an after tax basis) the Company from and against all claims, costs, demands, fines and expenses including reasonable legal fees which arise as a result of a breach of the terms of the Sponsorship Agreement or any other actions or omissions of the Sponsor.
8. **Miscellaneous**
- 8.1 The Company shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. The Sponsor shall not assign or charge the benefit of the Sponsorship Package without the express written consent of the Company.
- 8.2 No waiver by the Company of any breach of these terms and conditions by the Buyer shall be considered to be a waiver of any subsequent breach of the same or any other term of the Agreement.
- 8.3 No variation of these terms and conditions shall be effective unless confirmed in writing by the Company and such confirmation contains a specific reference to these terms and conditions being varied. The Sponsorship Agreement and these Conditions constitutes the entire agreement between the parties and will supersede all prior agreements or understandings concerning such subject matter.
- 8.4 The Sponsorship Agreement and any disputes under it shall be governed and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Singapore courts.



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CREDIT CARD HOLD/PAYMENT FORM

Sign and complete this form to authorize IQPC to hold your credit card details as a credit card hold for your credit card listed below. This is required to secure your Sponsorship Package.

To pay all or part of the Sponsorship Fee by credit card please tick the box CHARGE MY CARD NOW. This will enable us to commence your pre-event marketing.

By signing this form you give us permission to debit your account for the amount indicated on or after the due date, if payment is not received as agreed on the cover sheet. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits to your account. (We will not debit your card without first contacting you.)

Please complete the information below:

I _____ authorize IQPC to:
(Full name)

HOLD and only charge my credit card for the relevant amount due if payment is not received on the due date. (You will be notified before the card is charged).

CHARGE MY CARD NOW for the amount of:

Company Name _____
(Must be filled in)

Billing Address (If different from cover sheet) _____

City, State, Zip _____

Account Type: <input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX
Cardholder Name	_____	
Account Number	_____	
Expiration Date	_____	
CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX)	_____	

CARD HOLDERS SIGNATURE _____ DATE _____



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I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for a Credit card hold, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

INVOICING DETAILS

Please complete the relevant details of this section to help us ensure our invoice gets to the right place in your organisation first time. If you require more than one invoice please add the details below

Invoice to be sent for the attention of: RAMA WCA

Company name on the invoice (if different from the cover sheet):

HT SRL

Postal Address (if different from the cover sheet):

VIA MORCANA 13 - 20121

MILANO (ITALY)

Email Address (if different from the cover sheet): l.rama@hackingteam.it

amministrazione@hackingteam.it

Purchase Order Number (if applicable): 854/2012

Accounts Department Contact Name: LUCIA RAMA

Accounts Department Contact Email Address: amministrazione@hackingteam.it

Accounts Department Contact Phone Number: +39/02-29066603