

Startup League Sponsorship Agreement

This Startup League Sponsorship Agreement (this “*Agreement*”) is made and entered into as of _____ (the “*Effective Date*”) by and between [Radix Entity] (“*Radix*”), and _____ (“*Company*”).

Recitals

WHEREAS, Company has expressed an interest in participating in Radix’s Startup League Program (the “*Program*”); and

WHEREAS, Radix has approved Company’s participation (the “*Participation*”) in the Program; and

WHEREAS, in connection with the Participation, Radix has agreed to (a) partially reimburse Company for the costs of the technology conference exhibit(s), booth(s), stand(s) or display(s), as applicable (each, an “*Event Exhibit*”), identified in Exhibit A, attached hereto, and incorporated herein, which such Exhibit A may be amended from time to time in Radix’s sole discretion, for the technology conferences identified in Exhibit A (each conference, an “*Event*”), and (b) in connection with each Event, provide certain promotional activities and items, in each case in accordance with the terms and conditions of this Agreement.

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

1. **Incorporation of Recitals.** The Recitals set forth in this Agreement are, by reference, incorporated into, and made part of, this Agreement.
2. **Partial Reimbursement of Event Exhibit Fees; Promotional Activities.** Subject to the terms and conditions of this Agreement, Radix hereby agrees to (a) reimburse Company for twenty-five percent (25%) of the total Event Exhibit costs actually paid by Company in connection with each Event, taking into account any pricing discounts or rebates received by Company (the “*Sponsorship Amount*”), and (b) provide certain promotional activities and items, as set forth in Exhibit B to this Agreement, attached hereto, and incorporated herein (collectively, the “*Promotional Activities*”), which such Exhibit B may be amended from time to time by Radix in its sole discretion; *provided, however*, that Company complies with its obligations set forth in Section 3. The Sponsorship Amount shall not exceed \$1000.00 per Event.
3. **Company’s Obligations.** With respect to each Event, Radix’s obligation to pay the Sponsorship Amount and provide the Promotional Activities shall be subject to compliance by Company of its obligations under this Section 3 for a period of six (6) months beginning on the date of the first day of such Event.
 - a. **Company Website.** The domain name of the official website of Company (the “*Company Domain Name*”), which official website shall be the exclusive website of Company, shall be registered under any of the Radix top level domains identified in Exhibit C, attached hereto, and incorporated herein (the “*Radix Top Level Domains*”), which such Exhibit C may be amended from time to time by Radix in its sole discretion, and the Company Domain Name shall not redirect users to another domain name that is not registered under a Radix Top Level Domain.

- b. **Social Media.** Company shall use the Company Domain Name in all Company social media handles, which social media handles shall be the exclusive social media handles and email address of the Company.
 - c. **Emails.** Company shall use the Company Domain Name in all email addresses, which email addresses shall be exclusive email address of the Company.
 - d. **Event Exhibit.** During the Event, Company shall prominently display the Company Domain Name at the Event Exhibit, which such Event Exhibit shall be the exclusive Event Exhibit of the Company.
 - e. **Company Advertising, Promotional and Sales Materials.** Company shall prominently display the Company Domain Name in all advertising, promotional and sales materials of the Company (the “*Promotional Materials*”).
 - f. **Other Top Level Domains.** Company shall not display a top level domain that is not a Radix Top Level Domain at the Event, in the Promotional Materials, or in any Company communications, including, without limitation, in any email, online, marketing or social media communications.
4. **Submission of Invoice; Processing and Payment.**
- a. **Submission of Invoice.** Prior to an Event, Company shall submit to Radix a written request together with a copy of the invoice that includes the Event Exhibit fee for such Event and proof of payment of such fee (a copy of the front and back of each cancelled check or evidence of completed wire transfer or credit card receipt).
 - b. **Processing and Payment.** Radix shall, within ten (10) days from the last day of such Event verify that Company is in compliance with Section 3. If Company is in compliance with Section 3, Radix shall pay the Sponsorship Amount to Company within fifteen (15) days from the last day of the Event. In the event Company fails to comply with Section 3 during the six (6) month period following the last day of the Event, the terms of Section 9(b)(ii) shall apply.
5. **Radix’s use of Company Name and Logos.** Subject to the terms and conditions of this Agreement, Company hereby grants to Radix a worldwide, non-exclusive, royalty free, sub-licensable license in perpetuity to use Company’s name and Company’s logos (collectively, such name and logos, the “*Company Logos*”), in any medium of advertising, marketing materials, and/or promotional goods (including on a website or mobile-device application) solely in reference to the Company as a participant in the Program or as a Radix Top Level Domain name customer, in each case in connection with Radix’s promotional activities. Radix acknowledges Company’s exclusive ownership of the Company Logos, and Radix agrees that all goodwill arising in the Company Logos shall inure solely to the benefit of Company. Radix will not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the Company Logos or in such a way as to create combination marks with the Company Logos.
6. **Indemnity.** Company shall indemnify, defend, and hold Radix harmless from and against any claims arising out of, or relating directly or indirectly to, any claim that Radix’s use of the

Company's Logos in accordance with this Agreement infringes any intellectual property rights of any third party.

7. **Limitation of Liability.** Except with respect to Section 6, 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. With respect to each Event, Radix's maximum aggregate liability in contract, tort (including negligence) or otherwise, in connection with the performance of Radix's obligations under this Agreement, shall be limited to a sum equal to the Sponsorship Amount received by Company in respect of such Event.
8. **Company's Representations and Warranties.** Company hereby represents and warrants that: (a) it has full authority to enter into this Agreement and is not bound by any agreement with any third party that adversely affects this Agreement; (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this Agreement; and (c) it owns or controls all rights in the Company Logos and that the Radix's use of the Company Logos in accordance with the provisions of this Agreement shall not infringe the rights of any third party.
9. **Term and Termination.**
 - a. **Term.** Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue unless earlier terminated by Radix (the "**Term**"); *provided, however*, that this Agreement shall automatically terminate with respect to each Event one (1) year after the last day of such Event.
 - b. **Termination by Radix; Effect of Termination.**
 - i. Radix may terminate this Agreement for convenience and without cause at any time upon written notice to Company. Termination of this Agreement shall not affect the obligations of either party with respect to each Event for which Radix has agreed to pay the Sponsorship Amount, including, without limitation, the right to receive the Sponsorship Amount with respect to such Event; *provided, however*, that such Event has not been terminated in accordance with Section 9(b)(ii).
 - ii. Radix may terminate this Agreement with respect to an Event for breach by Company of its obligations under Section 3 upon prior written notice specifying the nature of the breach, and giving Company no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the ten (10) day period, this Agreement shall terminate on the tenth day. In the event Radix terminates this Agreement with respect to an Event for Company's uncured breach, Company shall refund the Sponsorship Amount within [five (5)] business days from the effective date of termination by wire transfer in immediately available funds.
10. **Survival.** In the event of termination or expiration of this Agreement, Sections 5-12 shall survive.

11. **Notices:** Any and all notices required or permitted under this Agreement shall be in writing and given by mail, facsimile, or in person to Radix at F/19, Business Centre 1 RAK Free Trade Zone Ras Al Khaimah UAE, or to Company at the [●]. If notice is given in person, such notice shall be deemed delivered upon personal delivery. If notice is given by facsimile, such notice shall be deemed delivered upon confirmation of transmittal. If notice is given by mail, such notice shall be deemed to have been delivered five (5) days following deposit in U.S. mail, postage prepaid, certified mail, return receipt requested. Any party may change its notice address by giving notice to the other party as provided in this Section 11.

12. **Miscellaneous.** The parties acknowledge and agree that: (a) nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, or other similar relationship between the parties hereto; (b) this Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party; (c) this Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto; (d) no failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy; (e) no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy; (f) this Agreement shall be governed and interpreted in accordance with the laws of Singapore; (g) Company consents to the exclusive jurisdiction and venue of the courts in Singapore; (h) this Agreement may not be assigned by Company without the prior written consent of Radix and any purported assignment absent such consent shall be null and void and without effect; and (i) this Agreement represents the full agreement of the parties.

The parties have executed this Agreement as of the Effective Date.

[RADIX ENTITY]

[COMPANY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Event Exhibits; Technology Conferences

[To be listed as per discussion with Startup]

Exhibit B

Promotional Activities

[To be listed as per discussion with Startup]

Exhibit C

Radix Top Level Domains

- .TECH
- .ONLINE
- .STORE
- .SPACE
- .WEBSITE
- .SITE
- .PRESS
- .HOST