



3DHEALS Virtual Event Sponsorship Contract

Sponsor Name:

This sponsorship contract applies to the following event:

Event Name:

Event Date/Time:

Event Link:

This 3DHEALS Virtual Event Sponsor Package include:

1. Linked company logo on all event related websites
2. Logo on promotional materials
3. Access to opt-in attendee contact info and collected data
4. Sponsor speaking slot (5-10 mins)

Sponsorship Fee: 1000 USD

Payment Details

Billing Contact Name: _____

Billing Contact Email: _____ Billing Contact Phone: _____

Logistics Contact:

Name: _____

Email: _____ Contact Phone: _____

By signing below I certify that I am authorized to sign on behalf of Sponsor (named above), I agree on its behalf to all terms and conditions set forth below in the Terms and Conditions of Event Sponsorship*

Name (please print): _____ Signature: _____

Company: _____ Date: _____

*** TERMS AND CONDITIONS OF EVENT SPONSORSHIP**

If your Sponsorship Application for the Event is accepted by 3DHEALS, LLC. ("3DHEALS"), Sponsor's participation is subject to the following terms and conditions ("Agreement"). The benefits associated with each Sponsorship Level are specified in the Event's sponsorship prospectus ("Prospectus"), which Sponsor hereby acknowledges receiving and which are incorporated by reference into this Agreement. Subject to acceptance by 3DHEALS, this Agreement is between 3DHEALS, a corporation with its principal place of business *18 Lansing Street Unit 303, San Francisco, CA 94105* and the Sponsor named in the Sponsorship Application ("Sponsor" or "You" or "Your") as of the date accepted by 3DHEALS ("Effective Date"), Subject to which 3DHEALS and Sponsor shall each be a "Party" and collectively, the "Parties" to this Agreement.

By submitting the preceding Sponsorship Application, You are agreeing to be considered by 3DHEALS for Sponsorship in the Event. If you are selected for Sponsorship, 3DHEALS will notify you via email, confirming your selection and Your Sponsorship Level. Note that you are not an Event Sponsor unless and until 3DHEALS sends you a confirmation email.

TERM: The Term of this Agreement will commence on the Effective Date and end on completion of all obligations by the parties, unless earlier terminated per the terms of this Agreement.

PAYMENT TERMS: Sponsor agrees to pay the full sponsorship fee ("Sponsorship Fee") to 3DHEALS, immediately upon receipt of invoice, which will be provided in no event later than seven (7) calendar days prior to the Event ("Final Due Date"). If the Sponsor has not paid the Sponsorship Fee in full by the Final Due Date, Sponsor may not participate in the Event, unless otherwise specified by 3DHEALS in writing or email. Only the following forms of payment will be accepted: credit card, direct debit, by check, or bank transfer payable to "3DHeals, LLC."

CANCELLATION BY SPONSOR: Sponsorship Fees are non-refundable regardless of the reason for cancellation by Sponsor. If Sponsor wishes to cancel all or part of this Agreement, Sponsor must send notice of cancellation in writing to 3DHEALS, Attention: 3DHEALS (Sponsorship), to info@3dheals.com. The sponsor will be still liable for 100% of the Sponsorship Fee.

CANCELLATION OR TERMINATION BY 3DHEALS: 3DHEALS reserves the right to cancel the Event, or any portion thereof, for any reason at any time upon written notice to Sponsor. 3DHEALS may immediately upon written notice to Sponsor terminate this Agreement, in whole or in part, including Sponsor's Sponsorship, with or without cause. Upon cancellation of the Event or termination by 3DHEALS for cause, including, without limitation, Sponsor's breach of this Agreement or Sponsor's failure to pay the Sponsorship Fee in full, Sponsor will not be entitled to, and 3DHEALS will not pay Sponsor, any refund of any Sponsorship Fee. In the event of any termination by 3DHEALS without cause, 3DHEALS's sole liability to Sponsor, and Sponsor's exclusive remedy, will be a refund of the Sponsorship Fee pre-paid prior to notice of such termination.

EVENT LOCATION AND TIME: The Event is scheduled for the location, date and time specified in the Sponsorship Application. Sponsor acknowledges and agrees that 3DHEALS may, at any time, reschedule the location, date, time, and/or logistics of the Event. 3DHEALS will attempt to notify Sponsor of any such changes as far in advance as possible, provided that no such scheduling change will be deemed a cancellation by 3DHEALS and therefore, if Sponsor wishes to cancel its Sponsorship, 3DHEALS will have no obligation to refund to Sponsor any portion of the Sponsorship Fee pre-paid by Sponsor prior to Sponsor's cancellation of its Sponsorship. 3DHEALS will notify Sponsor, in advance of the Event, the dates, times and logistics for load-in, set up, breakdown and load out, to which Sponsor will adhere, unless otherwise notified by 3DHEALS to Sponsor.

EVENT RULES/RESTRICTIONS: Sponsor agrees to abide by the *Sponsor Code of Conduct*, which Sponsor hereby acknowledges receiving and which are incorporated by reference into this Agreement.

WARRANTY: Sponsor warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor and a third party; that Sponsor will reimburse 3DHEALS for any losses 3DHEALS incurs resulting from any damage to the personal property of, or any personal injury to, 3DHEALS, the Location Owner, or any of their employees or contractors in connection with the Event; that no materials provided by Sponsor in connection with the Event will infringe or misappropriate any third party's rights; and that Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

INDEMNITY: Sponsor will indemnify and hold 3DHEALS, its parent, affiliated and subsidiary companies (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorney's fees) arising from or related to: (1) any

damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that any Indemnified Party's use of any content provided by Sponsor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will any Indemnified Party's approval or use of Sponsor's Products or any other materials provided by Sponsor for the Event, or any Indemnified Party's approval of Sponsor's use of Event marks, affect any Indemnified Party's right of indemnification as described in this paragraph. This provision will survive the termination or expiry of this Agreement.

LIMITATION OF LIABILITY: Neither 3DHEALS, nor the owners of the Event location ("Location Owner") will be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages incurred by Sponsor, whether in an action in contract or tort, even if 3DHEALS or the Location Owner have been advised of the possibility of such damages. 3DHEALS's liability for damages under this Agreement will in no event exceed the amount of fees paid by Sponsor under this Agreement.

NO PARTNERSHIP OR AGENCY: Nothing in this agreement is intended to, nor will be deemed to, establish any partnership, joint venture, or agency relationship between any of the parties, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

SUCCESSORS AND ASSIGNS: 3DHEALS may assign or delegate its rights and obligations under this Agreement in its sole discretion. Sponsor may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without 3DHEALS's written permission other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of 3DHEALS.

PERMISSION TO USE MATERIALS: Sponsor grants 3DHEALS and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, during the Term of this Agreement, in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's participation in Event, including, without limitation, posting on web-sites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. 3DHEALS may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

MISCELLANEOUS: This Agreement will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California to adjudicate any dispute arising out of or relating to this Agreement. No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

CONFIDENTIALITY AND AUTHORIZATION: This Agreement, its terms and the Event are each confidential until publicly announced by 3DHEALS. You may not disclose the existence of this Agreement or the terms of this Agreement to any third party without 3DHEALS's prior written consent. You hereby authorize 3DHEALS to provide Sponsor's contact information including address, phone number, fax number and Primary Contact person information to the 3DHEALS events and marketing team, and any 3DHEALS vendor contracted to conduct work for this Event, as well as to the Location Owner and its employees, agents and contractors.

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

(Initial) _____

Please scan completed form and email to jennychen@3dheals.com