

# SPONSORSHIP AGREEMENT

Swiss e-Commerce Conference 2017

with  
NetComm Suisse Association



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## Sponsorship Agreement

This Sponsorship Agreement (The Agreement) is made and entered into June 2017 (the Effective Date).

BETWEEN

NetComm Suisse Association (the Association), a non-profit organization, founded in June 2012, with offices in Zurich, Lugano and Geneva, whose aim is to boost e-Commerce Sector in Switzerland and to represent institutionally all the stakeholders involved, by leveraging on its network and organizing events, congresses, seminars and trainings. Being a non-profit, the Association's activities are supported by Partnership agreements, membership fees and direct sponsorship of events and initiatives of many kinds.

The Association supports the development of e-Commerce and boosts the confidence of customers towards the online selling channel. More precisely, the Association's main goals are:

- to encourage the creation of business opportunities by organizing specific events and conferences;
- to promote new projects and researches focused on e-Commerce, supporting the development of the industry;
- to represent the operators towards media and public authorities;
- to create a dedicated network that connects e-Commerce industries;
- to organize and carry out training and professional development courses for operators.

AND

The Sponsor (The Partner)

(Collectively defined as the Partners or Parties)

In consideration of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged,

THE PARTNERS HEREBY AGREE AS FOLLOWS:

### 1. Formation

By this Agreement, which describes the agreed-upon responsibilities and expectations between the parties, the Partners enter into a general Partnership (the Partnership) in accordance with the Swiss law. The rights and obligations of the Partners will be as stated in the applicable Swiss legislation.

### 2. General purpose

The purpose of the Partnership is to provide funding to the Association's initiatives, marketing and promotional activities, educational initiatives, market researches, lobbying scopes among all stakeholders impacted by or impacting the e-commerce and Digital sector.

### 3. Subject: Event Sponsorship



#### Swiss e-Commerce Conference, 15-16 Nov. 2017, Baden

##### i. Introduction to the event

Swiss e-Commerce Conference (SeC) is the reference event for e-Commerce in Switzerland and it's been rising its awareness even at international level. The congress blends together professionals from all industries, who work, directly or indirectly, in online sales at a C-level. In 2016, we welcomed over 600 professionals working for the main e-vendors, suppliers and other key stakeholders of the sector. The Association NetComm Suisse is proud to support the growth of e-Commerce in Switzerland and from Switzerland, and this event is the annual meeting for all key players.

##### ii. Overall Agenda

November 15<sup>th</sup> 2017

- Afternoon Workshop for SMEs: "How to boost e-Commerce internationally and in the local market?" in collaboration with NetComm Suisse Associates
- Evening VIP standing apéro exclusively with SeC's sponsors and their guests (to be confirmed)

November 16<sup>th</sup> 2017

- Full day conference. The event will start at around 9:00 until 18:30. Structured as a conference, the SeC will follow the format:
  - Main hall morning section (one main room/auditorium)
  - Afternoon parallel sections (3 different rooms, 9 thematic panels)
  - Networking and exhibition area (ground floor)

DRAFT Program 2017

Check-in & Welcome speeches		
Presentation of e-Commerce market data (research presentation) Regulatory and Lobby in favour of the Industry		
<b>Coffee Break &amp; Networking</b>		
<b>Red Room</b>	<b>Blue Room</b>	<b>Green Room</b>
Improving e-Commerce ROI and enhancing operations	Innovation in e-Commerce (A.I., chatbots, VR, Voice Commerce, etc.)	Digital disruption (Focus on Tourism, Food, FinTech and InsureTech sectors)
<b>Break</b>		
Final keynote		

Market data are collected by the e-Commerce Observatory founded by NetComm Suisse in collaboration with Contactlab. Please explore 2016 research “Swiss e-Commerce consumer behavior” presented in Baden last year: <http://netcommsuisse.ch/Research.html>

In the afternoon, there will be organized 3 parallel sessions with 9 thematic discussions in total. Each intervention will focus on a specific theme and will be held by a series of keynote speakers (2 or 3 speeches of 20-30 minutes). Those speeches and themes can be customized upon Sponsor’s request, whilst maintaining a focus on the content rather than on the marketing.

iii. Conference Topics

Some examples of keynote speeches held last year (2016) are listed in the following link: <http://e-commerceconference.ch>

Example of 2016 Agenda:

- The media evolution in the e-Commerce revolution
- e-Commerce meets Food
- Digital and e-Commerce revolution in banking and insurance
- Cyber security & data privacy for e-Commerce and payments
- Platforms enabling omnichannel sales in retail
- Internationalization for SMEs
- How can e-Commerce and digital sustain charity organizations?
- Digital customer engagement in Tourism
- The future of CRM & Loyalty through big data, innovative payment solutions and marketing tools
- Other topics according to Sponsors’ needs

iv. Target Audience & Past Participants

The conference is targeted to C-level decision makers from e-Commerce companies. We expect about 600 participants among professional operators.

70% of our attendees are usually C-Level decision makers in their companies and organizations. We expect approximately above 300 participants from e-Vendors, brands, or merchants.

Past participants (merchants) have included executives with (non-exhaustive list):

- AccorHotels
- Acer
- ASSOS of Switzerland
- Benetton Group
- Betty Bossi AG
- CALIDA AG
- Caviar House & Prunier Group SA
- Cisco
- Coop
- Costa Kreuzfahrten AIDA Cruises
- Davidoff
- DeinDeal / MyStore
- Dell
- eBay
- EF education First
- Facebook
- HOGAN
- Huawei
- IKEA
- Manor AG
- Media Markt E-Commerce AG
- Milan Entertainment
- MILOR spa
- Moevenpick Schweiz AG
- Mondelez International
- MSC Cruises
- Navyboot AG
- Nespresso
- Nestlé
- Office World
- PANINI S.P.A.
- Richemont
- Ricola AG
- Ringier Axel Springer Schweiz AG
- Samsung Electronics
- SBB
- siroop AG
- Swarovski
- Swiss Online Shopping AG
- Swisscom (Schweiz) AG
- TALLY WEIJL AG
- Tchibo Schweiz AG
- Triumph Holding
- Twin-Set Simona Barbieri
- VF International
- Yoox Net-à-Porter Group
- Zalando SE

Moreover, the sponsors (suppliers) of the 2016 edition were:

ASSOCIATION MAIN SUPPORTERS AND PLATINUM SPONSORS

**Accenture Interactive**  
Part of Accenture Digital

**PostFinance**

RESEARCH PARTNER AND PLATINUM SPONSOR

**contactlab**  
engage personally anywhere

GOLD SPONSORS

SILVER SPONSORS

BRONZE SPONSORS

				
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v. Location

The Swiss e-Commerce Conference, SeC17, 5<sup>th</sup> Edition, is held in Baden at:

Trafo Baden Betriebs AG

[www.trafobaden.ch](http://www.trafobaden.ch)

Brown Boveri Platz 1, 5400 Baden - Tel: +41 56 204 08 88

vi. Language

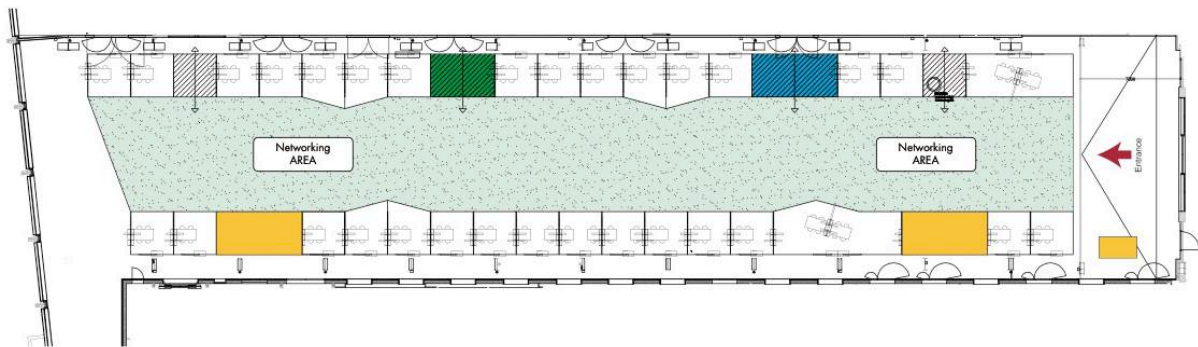
The official language of the event will be English, since we intend to attract Swiss and international based companies. We are thinking of doing sessions in either French, German, or Italian according to the speaker's preferences.

vii. Marketing strategy

The marketing strategy organized by NetComm Suisse Association will include:

- invitation of NetComm Suisse Associates
- digital marketing and direct marketing
- promotion on NetComm Suisse Database (15'000 contacts)
- co-marketing and promotion with our Partners/Associates and in particular Sponsors
- PR and media relation activities

viii. Stand structures/ overall exhibition area:





## 4. Sponsorship Packages

### i. Platinum Sponsorship Package

This package allows the Sponsor to benefit from the complete event coverage, brand visibility and effective presence at the event for networking.

#### Benefits

- Keynote of a Customer presenting your solution 30 minutes in total or panel discussion.
- Panel discussion with your customer in the afternoon session.
- Biggest stand (18 m<sup>2</sup>), included standard booth
- Top brand visibility at the event site and on all online and offline marketing materials.
- List of all attendees entering the conference (Name, Surname, Job Title, Company, E-mail)
- Possibility to give out marketing materials.
- Dedicated marketing page on our event brochure.
- 50 free entrance tickets at the event instead of 1.200 CHF each (10 for internal staff and 40 for customers/prospects).
- RESEARCH - sponsoring on our annual Market Research and Database of all contacts who will download the research.
- VIP Apéro 4 free entrance tickets (2 customers/merchants - 2 company staff). NOT possible for company employees. Extra Apéro tickets on sale at 300 CHF, per person if available.

Costs: 60'000 CHF

#### Exhibition area for Platinum Sponsors

FLOOR AREA	18m <sup>2</sup>
MEASUREMENTS	3x6m
STAND SYSTEM	Booth are made by wood Osb, with moquette floor. The flag in white with exhibitor logo.
PRICE	As agreed in sponsoring contract delivered by NetComm Suisse Association

#### The price includes the following equipment:

CARPET	Black carpet
LIGHT	3 x 150W lights
ELECTRICITY	1 x 230V/6A power connection – Shoko socket
INTERNET	1x wired LAN connection and Public W-LAN
PRINT	1x logo printed
FURNITURE	3x cocktail table, 3x cocktail chairs, 1 closet, 1x brochure displayer
SERVICES	Transport, setup, dismantling

ii. Gold Sponsorship Package

Benefits:

- Speech in a parallel session.
- Stand (9 m<sup>2</sup>)
- Brand visibility
- List of ONLY attendees, who will attend to your panel (Name, Surname, Job Title, Company)
- 35 free entrance tickets at the event instead of 1'200 CHF each (5 for internal staff and 30 for customers/prospects)
- VIP Apéro 3 free entrance tickets (2 customers /merchants - 1 company staff). NOT possible for company employees. Extra Apéro tickets on sale at 300 CHF, per person if available
- + CHF 15'000 for sponsoring VIP Apéro (2 sponsors max)

Costs: 15'000 CHF

Exhibition area for Gold Sponsors:

FLOOR AREA	9m <sup>2</sup>
MEASUREMENTS	3x3m
STAND SYSTEM	Booth are made by wood Osb, with moquette floor. Front element in white with exhibitor logo.
PRICE	As agreed in sponsoring contract delivered by NetComm Suisse Association

The price includes the following equipment:

CARPET	Carpet red
LIGHT	3 x 150W flood light
ELECTRICITY	1 x 230V/6A power connection – Shoko socket
INTERNET	1x wired LAN connection and Public W-LAN
PRINT	1x logo printed
FURNITURE	1x cocktail table, 2x cocktail chairs, 1 closet, 1x brochure displayer
SERVICES	Transport, setup, dismantling

iii. Silver Sponsorship Package

Benefits

- Stand (9 m<sup>2</sup>)
- Brand visibility
- No speech in the panel
- No list of panel attendees
- 25 free entrance tickets at the event instead of 1'200 CHF each (5 for internal staff and 20 for customers/prospects)
- VIP Apéro 1 free entrance ticket. Extra tickets on sale at 500 CHF per person (if available)

Costs: 7'000 CHF

Exhibition area for Silver Sponsors

FLOOR AREA	9m <sup>2</sup>
MEASUREMENTS	3x3m
STAND SYSTEM	Booth are made by wood Osb, with moquette floor. Front element in white with exhibitor logo.
PRICE	As agreed in sponsoring contract delivered by NetComm Suisse Association

This price includes the following equipment:

CARPET	Carpet red
LIGHT	3 x 150W flood light
ELECTRICITY	1 x 230V/6A power connection – Shoko socket
INTERNET	1x wired LAN connection and Public W-LAN
PRINT	1x logo printed
FURNITURE	1x cocktail table, 2x cocktail chairs, 1 closet, 1x brochure displayer
SERVICES	Transport, setup, dismantling

## 5. Sponsorship application

### i. Sponsorship Package(s)

By filling and signing this form, the Partner confirms its participation to the sponsorship program and accepts all terms and conditions:

Sponsorship Categories	Please choose
Platinum Sponsor	<input type="checkbox"/> (CHF 60'000)
Gold Sponsor	<input type="checkbox"/> (CHF 15'000)
Silver Sponsor	<input type="checkbox"/> (CHF 7'000)
VIP Apéro (max 2 sponsors)	<input type="checkbox"/> (CHF 15'000)

### ii. Order Form

Company name: .....

Person in charge: .....

Position: .....

Address: .....

Postcode: .....

Town: .....

Phone number: .....

Email: .....

Website: .....

iii. Reference Contacts for operations

On behalf of the Partner:

**Accounting and administration:** invoices, signature of terms and conditions, accruals, training.

Person in charge: .....

Position: .....

Email: .....

Phone Number: .....

**Partnerships:** communication and marketing, special initiatives, P.R., contract negotiation.

Person in charge: .....

Position: .....

Email: .....

Phone Number: .....

**Event Manager:** event operations (If he/she will be the same as per Partnerships, write just the name)

Person in charge: .....

Position: .....

Email: .....

Phone Number: .....

On behalf of the Association:

**Accounting and administration:** invoices, signature of terms and conditions, accruals, training.

Person in charge: Cecilia Colucci  
Position: Administration and Accountant  
Email: cecilia.colucci@netcommsuisse.ch  
Phone Number: +41 91 210 47 03

**Partnerships:** communication and marketing, special initiatives, P.R., contract negotiation.

Person in charge: Monica Lira & Laura Raimundo  
Position: Partnerships Managers  
Email: partnerships@netcommsuisse.ch  
Phone Number: +41 44 500 21 73 / +41 22 510 71 03

Place and date:

Approval signature:

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NetComm Suisse – the Swiss Association for Electronic Commerce and Digital Communications –  
thanks you for your support

## 6. Terms and Conditions

### i. Payment conditions and Payment terms

Sponsor will pay the Sponsorship fee set forth, that refers to the Initiatives and opportunities set above. All services are to be paid in CHF. Payments are to be made to the Association, without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

Payments are to be made to the Association within thirty (30) days after invoice date.

All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by the Partners as true and accurate and are payable in full. Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month as from the date due for payment until payment is received by the Association. In the event the Partner fails to pay the Association all amount, which become due, under the Partner Agreement or, in the case the Partner fails to perform its obligations hereunder, and the Association refers such matter to an attorney or collection agency. Hence, the Partner agrees to pay, in addition to the amounts due set forth, any and all costs, up to 10%, depending on the fees applied by the cash collector, which will incur by the Association as a result of such action, including reasonable attorneys' fees. The Association has the right to charge a return check fee or a fee to restart the Partner, if shut off for poor pay history.

### ii. Taxes

The Partners will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental charges upon or with respect to the transactions and payments under this agreement. All fees payable by the Partner are exclusive of applicable taxes and duties, including without limitation VAT, when applicable. All amounts payable to the Association under this Agreement are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Sponsor.

### iii. How to pay

All payments are quoted in CHF and exclude any applicable taxes. The payment will be made by the Sponsor, upon receipt of the invoice with the Total Amount Due.

Payments can be made as follows:

Bank account: NetComm Suisse Association, Via Cantonale 18 - CH6928 Manno (Switzerland)

POSTFINANCE, IBAN: CH55 0900 0000 6525 0457 6

### iv. Responsibilities and expectations

Under this Agreement the Association serves as the lead organization and it is responsible of the following:

- Ensuring the program and activities are held as stated in this agreement.
- Serving as coordinator for the activities and timeline
- Providing support to the development of e-Commerce in Switzerland and from Switzerland
- Supporting the Partner to implement its capacity and reach in the e-Commerce sector, by designing a comprehensive program that the Partner may join

The Association must keep the webpage of the event updated with the detailed program before the event. The Sponsor must send the requested facility, technical equipment, as well as any other pertinent information at least 40 days before the event.

Under this Agreement the Partner agrees to:

- Send management level staff person to all the meetings, events and initiatives
- Assign a Project Owner to whom the Association will interact with for coordinating the participation of the Partner in the various initiatives
- Develop a communication plan in accordance to the participation at the Association's events

### v. Marketing and promotion

Co-Branding on the Association's institutional communication: All content must be approved by the Partner and delivered by the deadline(s) separately communicated by the Association, who will reserve the right to cancel any marketing and promotional benefits if deadlines are not met.

Co-Branding on the Partner's institutional communication: All content must be approved by the Association and delivered by the deadline(s) separately communicated by the Partner, who will reserve the right not to display the Association's logo and/or other communication materials as a co-branded initiative.

Content for speaking slot(s): All content must be approved by the Partners and delivered by the deadline(s) separately communicated by the Association. The Association reserves the right to cancel the Partner's speaking slot(s), and it will exercise the right, if deadline(s) are not met.

Partner's corporate materials: The Partner will be allowed to distribute its corporate materials during the events, organized by the Association, only in the spaces agreed in this contract, depending on the event sponsoring package.

Sponsorship limitation: The Partner's involvement with events is limited to the activities specified in this Agreement.

vi. Term and Termination

This Agreement begins on the Effective Date (June 2017) and, unless earlier terminated pursuant to this Agreement, continues until the last event or initiative, set hereof, exception made for the Association fee that will commence on the Effective Date and it will be automatically renewed each year, unless one of the party provides written notice of the then effective term, that it doesn't want to renew the Association fee. The notice for terminating the Association fee is six (6) months before the Effective term. This Agreement may be terminated in whole or in part by either party upon the other party's breach of this Agreement, provided that the notice to the breaching party and the breaching party does not cure the breach within 5 working days following its receipt of such notice. Written notice of termination shall be given in writing to the Association or to the Partner and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

vii. Limitation of Liability

Each party hereby represents and warrants to the other party that it has the full power necessary to enter this Agreement, that all corporate actions and approvals have been taken that are necessary to make this Agreement binding for both Partners.

The partners will not be liable for any breach of contract due to any matter or thing beyond the partners' control (including but not limited to transport stoppages, transport, break down, fire, flood, earthquake, strikes, wars, riots or civil commotion, intervention or public authority, explosion or accident).

viii. Intellectual Property and other Rights

The Partner hereby grants to the Association a nontransferable, nonexclusive license during the Term to use the logos, trademarks, service marks and other protectable source of business identifiers owned by the Partner and provided by the Partner to the Association, in connection with this Agreement and the Event logos. The Partner will indemnify, defend and hold the Association, its affiliates and licensors, and each of their respective employees, representatives, harmless from and against any and all losses, damage, liabilities, judgments, penalties, fines, costs (including reasonable attorney's fees), whether commence or threatened arising out of or in connection with any allegation that any logo, as used by the Association in accordance with this Agreement, infringes or violates the intellectual property rights of third party.

Except as specifically set forth in paragraph abovementioned, neither party will acquire any right, title or interest in the other party's trademarks and commercial symbols, copyright and intellectual property rights by virtue of the provision of this Agreement.

ix. Miscellaneous

This Agreement will supersede any prior oral or written understanding between the parties, and may not be amended or modified, except in writing, signed by both parties. This Agreement shall be governed by and construed in accordance with the applicable Swiss law. In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.