

Sponsorship Agreement

This Agreement (the “**Agreement**”) is made on the 24 day of May 2024.

BETWEEN:

1. **CHINACHEM AGENCIES LIMITED**, a Hong Kong company limited by guarantee whose registered address is situated at 35-38/F, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (“**CCG**”); and
2. **ARCASIA EMERGENCY ARCHITECTS LIMITED**, a company limited by guarantee whose address is situated at Room 1502, 15/F., World-Wide House, 19 Des Voeux Road Central, Central, Hong Kong (“**AEA**”);

(each a “**party**” and collectively, the “**parties**”) and

WHEREAS:

- A. CCG has the vision to build well-designed, high-quality homes and workplaces to make Hong Kong a better place to live, work, and raise its next generations..
- B. AEA aims to provide professional architectural advice and material assistance to populations and communities affected by natural or technological disasters within the operations territory, and to bring the skills of architects and other construction professionals to the aid of disaster victims to assist in the reconstruction of habitats and critical infrastructure.
- C. AEA has been conducting emergency professional development training, biennial architectural design competitions, the biennial Build Back Better (BBB) Award, and scholarships for students or young practices.
- D. Subject to the terms and conditions set forth in this Agreement, CCG desires to make a charitable donation to AEA for the purpose of supporting the Project (as hereinafter defined) and AEA desires to accept such donation .

NOW IT IS AGREED THAT:

1. Purpose of the Agreement

In consideration of the acknowledgement in Clause [x] of this Agreement and the benefits in Clause [x] of this Agreement, CCG hereby agrees to donate an aggregate sum of HK\$250,000 (the “**Donation**”) to AEA for the specific purpose of supporting the operations of the Project (as hereinafter defined) from [CCG to fill in] to [CCG to fill in] (both days inclusive) (the “**Sponsorship Period**”). AEA agrees to receive the Donation and shall use the Donation solely for the Purpose (as hereinafter defined).

2. Project

The details of the project (the “**Project**”) is annexed as Annex I to this

Agreement.

3. Payment of Donation

Subject to AEA's due performance of this Agreement, the Donation shall be made by CCG to AEA in the following schedule:

- a. First instalment being the sum of HK\$50,000 to be paid within 14 days after the date of this Agreement.
- b. Second instalment being the sum of HK\$50,000 to be paid within 14 days after the date of CCG's receipt of an annual report of year 2025 (in accordance with Clause 4.3(a) of this Agreement) and the relevant invoice issued by AEA.
- c. Third instalment being the sum of HK\$50,000 to be paid within 14 days after the date of CCG's receipt of an annual report of year 2026 (in accordance with Clause 4.3(a) of this Agreement) and the relevant invoice issued by AEA.
- d. Fourth instalment being the sum of HK\$50,000 to be paid within 14 days after the date of CCG's receipt of an annual report of year 2027 (in accordance with Clause 4.3(a) of this Agreement) and the relevant invoice issued by AEA.
- e. Fifth instalment being the sum of HK\$50,000 to be paid within 14 days after the date of CCG's receipt of an annual report of year 2028 (in accordance with Clause 4.3(a) of this Agreement) and the relevant invoice issued by AEA.

Each payment of the Donation shall be paid by CCG via cheque, or electronic funds transfer payable to:

Payee: ARCASIA EMERGENCY ARCHITECTS LIMITED

Bank: The Hongkong and Shanghai Banking Corporation Limited (HSBC)

Bank code: 004

Bank Account number: 143-160307-838

4. Obligations of the Parties

4.1 Use of Names, Logos, and Media

During the Sponsorship Period, AEA shall acknowledge "Chinachem Group" (in English) and "華懋集團" (in Chinese) as "Founding Sponsor" of ARCASIA Emergency Architects Education Fund (the "**Fund**") and include the logo (in the design as provided by CCG) in all promotional materials, media releases, letterhead and website content of AEA.

CCG and its holding companies, subsidiaries, affiliates and associated companies (the "**CCG Companies**") shall have the right to announce and promote "Chinachem Group" (in English) and "華懋集團" (in Chinese) as "Founding Sponsor" of the Fund in all its promotional materials, media releases

and website during the Sponsorship Period without the need to seek consent from AEA.

Save as expressly provided for herein, AEA shall not use the name, logos, registered trademarks, or media (in any form) of CCG and its holding companies, subsidiaries, affiliates and associated companies without CCG's express prior written approval for each particular case.

4.2 Publication of Information about the Donation

Save as expressly provided for in clause 4.1 above, neither party shall use the name of the other party in any advertising or publicity without prior written approval of an authorised representative of the other party.

4.3 Project Reporting

- a. AEA shall provide an annual report (the “**Annual Report**”) on the status of the Project to CCG on or before 31st October of each year during the Sponsorship Period. The contents of the Annual Report shall include but not limited to the following:
 - (i) a summary of the Project;
 - (ii) a summary of participants' feedback and comments;
 - (iii) a summary evaluation of the progress and outcome of the Project
 - (iv) an income and expenditure statement for the Project (for the period from 1st November 2023 to 31st August 2024 for the first Annual Report and for the periods from 1st September to 31st August immediately preceding each Annual Report thereafter);
 - (v) any changes to the Project throughout the Project period due to updated infection control measures imposed by the Government; and
 - (vi) other information as may reasonably be required by the Donor.
- b. For the avoidance of doubt, the first Annual Report to be submitted on or before 31st October 2025 and the last Annual Report to be submitted on or before 31st October 2029). The Report shall include updated details as referred in Clause 4.3(a) above, an income and expenditure statement of the Project and the latest audited financial statements of AEA.

4.4. Right to information

CCG shall have the right to ask AEA for information at any time and from time to time about the use and management of the Donation and the Foundation. AEA shall promptly comply with reasonable requests of CCG for information regarding the use and management of the Donation and the Foundation.

5. Indemnification

AEA irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CCG, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of AEA, its employees, or agents, in applying for or accepting the Donation, in expending or applying the Donation, or in carrying out

any project or program to be supported by the Donation.

6. Termination

Either party may terminate this Agreement at any time without stating any reason by giving thirty (30) days' prior written notice to the other party; provided, however, that in the event that AEA fails to perform any of its obligations under this Agreement, CCG shall have the right to terminate this Agreement immediately upon written notice.

Provided that there is no breach of this Agreement by AEA, previously paid tranche(s) of Donation to be retained by AEA. CCG shall not be obliged to pay any further tranche(s) of Donation to AEA.

7. Duty of Confidentiality

Neither party shall disclose to any third party the provisions of this Agreement in any way without the prior written consent of the other party, save as follows. Notwithstanding the foregoing, AEA agrees that CCG may disclose the following information regarding the Donation without prior consent from AEA:

- (a) the names of the parties and the nature of the relationship established herein, without disclosing the provisions of this Agreement;
- (b) the name of the donors of the Project;
- (c) details of the Donation (excluding the amount of the Donation); and
- (d) details of the Project.

8. Remedies

8.1 If CCG in its reasonable discretion determines that AEA has violated or failed to carry out any provision of this Agreement, including but not limited to spending any or all Donation funds for any purpose other than the Purpose, AEA shall immediately repay to CCG the portion of the Donation funds not properly spent or committed for the Purpose.

8.2 This Agreement may be enforced by CCG by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction.

9. Project Communications

Any notices required under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be delivered either by registered mail to the postal address and/or by email to the email address of the other party, as follows: -

	For AEA:	For CCG:
[Contact person] [Title]	Ms. Hebe WONG Assistant Manager	Mr. Charles Chui Senior Manager, Corporate Communications
[Contact Tel no.] [email]	2511 6323 / 3155 0441 bexa@hkia.org.hk arcasia.aea@gmail.com	2739 8811 / 2500 7485 estherlee@chinachemgroup.com
[postal address]	19/F, One Hysan Avenue Causeway Bay, Hong Kong	35 - 38/F, Nina Tower 8 Yeung Uk Road Tsuen Wan, Hong Kong

10. Miscellaneous

10.1 Entire Agreement

This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in writing signed by all parties. This Agreement shall be binding on the parties and their respective successors in interest and assigns.

10.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereto irrevocably submit themselves to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

10.3 Dispute Resolution

The parties shall try to settle amicably through direct negotiations any dispute controversy or claim arising out of or relating to this Agreement including breach and termination of this Agreement. If these negotiations are unsuccessful the matter shall be referred to and finally resolved by arbitration by an arbitrator agreed by the parties or failing agreement, nominated by the Chairperson for the time being of the Hong Kong International Arbitration Centre (“**HKIAC**”). Any award made by the arbitrator pursuant to this arbitration agreement shall be final and binding upon the parties.

10.4 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute only one agreement.

In witness whereof, the parties hereto have executed this Agreement as of the date and year first above written.

For and on behalf of
ARCASIA Emergency Architects Limited

For and on behalf of
Chinachem Agencies Limited

Name:
Mr. CHEUNG Kong Yeung Thomas
Title: Chief Executive Officer

Name:
Title:

In the presence of

In the presence of

Name of witness:
Title:

Name of witness:
Title:

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ANNEX I PROJECT DETAILS

AEA Project Proposal

1. Background

Architects Regional Council Asia (ARCASIA) is an international organization established in 1969, with **The Hong Kong Institute of Architects (HKIA)** as one of the founding members.

Currently ARCASIA membership consists of the national institutes of architects in **22** countries/regions in Asia, including **China, Hong Kong** and **Macau**.

ARCASIA serves as an extension of each member institute's regional programme and relations, which deliberates on, gives collective direction about and representation for matters affecting the architectural profession in the Asia region.

In response to the frequent occurrences of natural and human disasters in Asia, **ARCASIA Emergency Architects (AEA)** was established in Hong Kong in 2019, as an extension of ARCASIA's services.

AEA was formed to promote the concept and technical knowhow to deliver Emergency Management Services by architects, and pledges

... to build knowledge to train professionals especially on bringing help and technical aids to victims of natural, technological and human disasters to the post-disaster reconstruction programs focused on long-term development and risk mitigation.

To encourage closer collaboration among ARCASIA members, AEA is proposing to set up an **ARCASIA Emergency Architects Education Fund** with the following objectives :

1. To encourage the incorporation of design for resilience into **architectural education** curricula;
2. To provide **training** to professional architects on emergency and risk management concepts, techniques and knowledge;
3. To promote emergency and risk management services in **architectural practices** in the Asia region;
4. To arouse **social awareness** of the importance of emergency and risk management;
5. To encourage **corporate entities** to establish **social responsibility policies** on emergency and risk mitigation measures for the society.

2. Proposed Activities

In order to implement the objectives of **ARCASIA Emergency Architects Education Fund**, the following is proposed :

1. To organize **Emergency Architect related Professional Development Training** in the form of site visits, workshops, symposia or conferences to enhance knowledge interchange.
2. To give **Travelling Scholarships to Students or Young Practitioners** to study and research on design for resilience or disaster recovering design related

projects.

3. To organize a regular **Biennial Architectural Design Competition on Design for Resilience**.
4. To organize a **Biennial Build Back Better (BBB) Award** for Outstanding Emergency Management by Corporate Leaders and/or the Best Performing Emergency Architectural Building Team and/or Projects.

Tentative Programme from 2025 to 2026:

- Q1 2025: Design Competition
- Q3 2025: AEA Training
- Q4 2025: Travelling Scholarship
- Q1 2026: Build Back Better (BBB) Award
- Q3 2026: AEA Training
- Q4 2026: Travelling Scholarship

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