

EVENT MANAGEMENT AGREEMENT

Security Zone, a Chinese non-profit organization having its headquarters at #1318, CEC Information Building East, No.1 Xinwen Road, Shenzhen, 518034, PRC, hereinafter referred to as the **ORGANIZER**, and, on the other side, The **OWASP Foundation Inc.**, having its address at 9175 Gullford Road Suite #300 Columbia, MD 21046, hereinafter referred to as the **OWASP FOUNDATION**, NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties enter into this Agreement and hereby agree as follows:

FIRST CLAUSE – OBJECT

The purpose of the contract is the organization of the **OWASP AppSec Asia 2011** event, hereinafter referred to as the **EVENT**, for which the **ORGANIZER** will provide corporate and legal support, as well as financial administration staff and services, working with and under supervision of the organizing committee of volunteers, hereinafter referred to as the **COMMITTEE**.

The **EVENT** will take place from November 8, 2011 to November 11, 2011, in Beijing, China.

SECOND CLAUSE – OBLIGATIONS OF THE ORGANIZER

The obligations of the **ORGANIZER** are:

- a) To provide and execute legal agreements for corporate sponsors, as well as any other legal agreements that may be necessary for the organization of the **EVENT**;
- b) To manage all financial aspects related to the organization of the **EVENT**, including but not limited to collecting payments from sponsors and paying attendees, issuing invoices and payment receipts, disbursing payments to event suppliers, and collecting and paying all necessary taxes and government fees related to the organization of the **EVENT**;
- c) To open a checking account at the bank of its choice, to be used solely for revenue and expenses related to the **EVENT**, as described above, and to provide detailed bank statements to the **FOUNDATION** and the **COMMITTEE** at monthly intervals;
- d) To disburse to the **FOUNDATION** all **EVENT** profits, net of administrative expenses and taxes;
- e) To seek authorization from the **FOUNDATION** before taking any actions that may incur any expenses to the **EVENT**;
- f) To respect the laws of the country pertaining to and governing the activities hereunder.

THIRD CLAUSE – OBLIGATIONS OF THE FOUNDATION

The obligations of the **FOUNDATION** are:



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- a) To allow use of relevant trademarks, logos, and related visual materials by the ORGANIZER and the COMMITTEE in all print, online and in-site materials related to the EVENT, without any restrictions or fees;
- b) To aid and support the COMMITTEE's efforts to promote the event by mentioning it in appropriate communications and in its web site;
- c) To respect the laws of the country pertaining to and governing the activities hereunder.

FOURTH CLAUSE – OBLIGATIONS OF THE COMMITTEE

The obligations of the COMMITTEE are:

- a) To handle all negotiations with corporate sponsors, suppliers, attendees and other interested parties, save for payment procedures and legal affairs, which will be handled by the ORGANIZER under direction of the COMMITTEE;
- b) To make all necessary arrangements and take all necessary actions to ensure the successful hosting of the EVENT;
- c) To reimburse all administrative expenses and taxes incurred by the ORGANIZER if the EVENT revenues do not suffice to cover such liabilities;
- d) To respect the laws of the country pertaining to and governing the activities hereunder.

FIFTH CLAUSE – LIABILITY

- a) The FOUNDATION and the COMMITTEE will not be responsible, under any circumstances, for any damage, loss, injury and/or expenses resulting from fraudulent action or gross incompetence of the ORGANIZER or its staff.

SIXTH CLAUSE – LITIGATION RESOLUTIONS

- a) Any disagreement that cannot be resolved through the agreement between the two parties must be resolved through arbitration in the presence of Shenzhen Arbitration Commission.
- b) The arbitration procedure will be governed by the UNCITRAL rules as established by Resolution 31/98 of the United Nations General Assembly.

SEVENTH CLAUSE – NOTICES

Any notices or other requested information related to the present Contract must be in writing and shall be deemed to have been given if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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FOUNDATION:

The OWASP Foundation Inc.
9175 Guilford Road Suite #300
Columbia, MD 21046
Phone +1-301-275-9403
Attn: Kate Hartman, Operations Director

ORGANIZER:

Security Zone
#1318, CEC Information Building East,
No.1 Xinwen Road, Shenzhen, 518034, PRC
Phone +86-755-28188177
Attn: Michelle Liu, Vice President

COMMITTEE:

OWASP AppSec Asia 2011 Committee
#1523,dongming Building, Minkang Rd, Minzhi,
Shenzhen, 518000, China
Phone +86-755-88877606
Attn: Rip Torn, General Chair

EIGHT CLAUSE – EXPENSES

The **ORGANIZER** will retain the amount of US\$6,000.00 (Six thousand US dollars) as compensation for administrative expenses related to the **EVENT**.

NINTH CLAUSE – MISCELLANEOUS

- a) Amendments and Modifications. The provisions set forth in this present Contract may be modified only by written agreement between the parties.
- b) Substitution of parties. The parties cannot be replaced without the previous consent of the other party.
- c) Agreements. This agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with

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respect to the subject matter hereof and no party shall be liable or bound to the other in any other manner, except as set forth herein.

- d) Invalidity. The invalidity of any clause of the present Contract shall not affect the validity of the other clauses.
- e) Renunciation. The delay in the execution of any contractual obligations by any of the parties shall not constitute the waiver or renunciation of said party.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first set forth above.

Lucas C. Ferreira

FOUNDATION

Date: Aug 19, 2011

Name: Lucas de Carvalho Ferreira

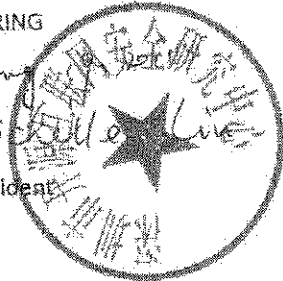
Title: GCC Liaison

INSTITUTO TURING

Date:

Name:

Title: Vice President



Witnesses

Date:

Name:

Date:

Name:

13/11/11