

**MEMORANDUM OF UNDERSTANDING REGARDING THE COLLABORATION
BETWEEN THE FEDERATIONS**

Between

ASIAN ELECTRONIC SPORTS FEDERATION

and

PAN AMERICAN ELECTRONIC SPORTS CONFEDERATION

This Memorandum of Understanding Regarding the Collaboration Between the Federations (hereinafter referred to as “MOU”) is entered into this day of April 13, 2023 by and between

The **ASIAN ELECTRONIC SPORTS FEDERATION** (hereinafter referred to as “AESF”)

and

The **PAN AMERICAN ELECTRONIC SPORTS CONFEDERATION** (hereinafter referred to as “PAMESCO”).

(AESF and PAMESCO may hereinafter be individually referred to as a “Party” or collectively referred to as “Parties”).

WHEREAS:

- A. The AESF is the official Electronic Sports Federation in Asia that is responsible for the promotion of Electronic Sports in Asia through educational and developmental programs as well as the organisation, hosting, and staging of Esports tournaments and/or competitions.
- B. The PAMESCO is the Sole Governing Body for the American Continent, The Confederation will regulate Esports practices by creating an adequate legal framework and a governing body to oversee the American Continent.
- C. The Parties wish to enter into a partnership, cooperation and/or collaboration for the advancement, promotion, development and protection of Esports.
- D. The Parties hereby execute this MOU to state in writing the understanding between the Parties insofar as it relates to the cooperation between the Parties in relation to the advancement, promotion, development and protection of Esports.
- E. The terms of this MOU will enter into force upon the execution of this MOU by both Parties. Provided, however, that both Parties hereby acknowledge and recognise that this MOU is entered into in and on good faith by both Parties and the provisions of this MOU are neither legally binding nor does it create any legal obligations on either Party.

1. TERM OF THE MOU

- 1.1. This MOU will take effect upon the execution of this MOU by both Parties and will be effective from the date of its entry into force until April 13, 2025.
- 1.2. Parties shall be at liberty to renew this MOU before the expiration of such term of the MOU, whether on the same terms or revised and/or renewed terms.³

2. OLYMPIC MOVEMENT

- 2.1. The Both Parties shall work together to exert best efforts in staging Esports as demonstration event or official medal event at regional or continental Olympic event;

3. ESPORTS DEVELOPMENT

- 3.1. The Both Parties will work together to lay a foundation for Esports development in Pan American regions;
- 3.2. Both Parties will help boost the engagements of academic institutions and relevant government agencies in Esports via various programs;
- 3.3. Both Parties will work together to help Esports athletes and Clubs grow and develop in more sustainable and sound way;
- 3.4. Both parties will work together to build and manage a publisher relation so that Federations and Publishers can pursue a win-win situation;

4. CALENDAR SHARING

- 4.1. The PAMESCO and its members shall regularly share their Competition and Event calendars to the AESF;
- 4.2. The AESF and its members shall regularly share their Competition and Event calendars to the PAMESCO;

5. ESPORTS REGCOGNITION CASE STUDY

- 5.1. AESF will share case studies of Esports recognition by Asian Governments or Olympic Committees to PAMESCO and its Members;
- 5.2. Both parties will generate a template supporting member organizations in their applications for sports recognition in each country.

6. AMENDMENTS

- 6.1. Either Party may formally request in writing to amend and/or review any term of this MOU subject to the assent of the other Party.
- 6.2. Any amendments and/or review made to this MOU shall be encapsulated in writing and shall form a part of and read together with this MOU.
- 6.3. Any such amendment and/or review shall be effective on the date to be mutually determined and agreed upon by the Parties.

- 6.4. Any amendment and/or review to the MOU shall not affect and/or prejudice the rights and obligations of the Parties, if any, under this MOU before the date such amendment and/or review is deemed to be effective.

7. CONFIDENTIALITY

- 7.1. Each Party shall treat as confidential any matters covered by this MOU and any Confidential Information of the other Party obtained in the course of the discussion, negotiation and/or cooperation under this MOU. Without prior consent from the other Party, no Party shall disclose such Confidential Information to any third party unless such disclosure is required by any laws or regulations or is for the purpose of performing its obligations related to the collaboration, cooperation and/or partnership of the Parties. The termination or expiry of this MOU shall not influence the confidentiality obligation of the Parties under this Article.

- 7.2. “**Confidential Information**” shall mean all information:

- (i) which is disclosed under this Agreement by any Party to the other Party, either directly or indirectly; and
- (ii) in written or physical form marked “Proprietary”, “Confidential” or the like (or, if disclosed orally, then reduced to a similarly marked writing and transmitted to the other Party within thirty (30) days from such oral disclosure with a contemporaneous admonition of confidence) which relates in any way to any aspects of its operations;

provided, however, that the following shall not be deemed Confidential Information:

- (a) information which is or becomes available to the public or to the industry without the fault or negligence of the Party receiving the same;
- (b) information which was already in the possession of the receiving Party, provided such Party is able to prove such prior possession;
- (c) information which is received from a third party after the date hereof without notice of restriction on further disclosure; or
- (d) information which is independently developed by the Party receiving the same, provided the said Party is able to prove such independent development.

8. INTELLECTUAL PROPERTY

- 8.1. The intellectual properties of the Parties shall be protected in accordance with the applicable laws, rules and regulations and/or any other agreements entered into by the respective Parties.

- 8.2. No Party may use the name, logo and/or designs of the other Party in any publication, document and/or papers (including digital media and platforms) unless with the express written approval from that other Party of which is the proprietor of such name, logo and/or design.
- 8.3. The Parties hereby acknowledge and understand that any right to intellectual property arising from such collaboration between the Parties, including but not limited to patents, copyrights, trademarks and such rights of commercialisation flowing therefrom, shall be discussed between the Parties, upon which a separate agreement shall be entered into by the Parties regarding such intellectual property.

9. TERMINATION

- 9.1. Notwithstanding anything contained in this MOU, this MOU may be terminated by any Party at any time by a written notice of such intention of no less than one (1) calendar months from the terminating Party to the other Party.
- 9.2. Notwithstanding the above, should any Party be in breach of any term of this MOU, the non-defaulting Party may serve a written notice requiring the defaulting Party to remedy the breach within thirty (30) days from the date of the written notice, failing of which the MOU may be terminated immediately.
- 9.3. Should any Party be found to be involved in any matters and/or issues affecting integrity or ethics (be it actual or scandalous), whether in relation to any Esports matters, governmental agencies or socio-politics, including but not limited to bribery and kickbacks, which may affect, damage and/or tarnish the reputation and image of the other Party by virtue of this partnership, cooperation and/or collaboration, then the innocent Party may terminate this MOU immediately without further reference to the other Party.

10. NOTICES

- 10.1. Any notice or other communication required under or in respect of this MOU, including but not limited to any request, demand, consent or approval, to or by a Party to this MOU:
 - (a) shall be in writing and in the English language;
 - (b) shall be signed by the President of the respective Parties on behalf of the respective Parties;
 - (c) shall be delivered by courier or by registered mail or emailed to the addressed person and contact number of the other Party, details of which are as follows (unless otherwise advised to in writing):

AESF

Address: Units 801-803, Level 8, Core C, Cyberport 3, No. 100 Cyberport Road, Hong Kong.

Attention: Secretariat

Email Address: secretariat@aesf.com

PAMESCO

Address: Calle 9C 23C 20 Cali - Colombia

Attention: Alexander Ospina

Email Address: presidency@pamescoesport.org

10.2. A notice given or issued under or in connection with this MOU will be deemed to have been duly served upon and received by the addressee:

- (a) if sent by registered mail, ten (10) business days after the day of posting (exclusive of the day of posting); and
- (b) if emailed, at the time the sender receives an acknowledgement of receipt of delivery from the addressee's email address or at the end of three (3) business days after the day the email was sent (whichever that is earlier), unless a notice of non-delivery is received by the sender

provided that if any notice is received after 5.00pm on a business day or on a day which is not a business day, it will be deemed to have been received on the next business day.

10.3. Any changes in the particulars listed under Article 11.1(c) above must be informed to the other Party in writing no later than three (3) working days after the said change is effective.

11. RESOLUTION OF DISPUTES

In view that this MOU is not legally binding nor does it create any legal obligations on either Party, the Parties hereby acknowledge that in the event of any dispute or controversy arising out of or in relation to this MOU, such dispute or controversy should be resolved by mutual communication.

12. APPLICABLE LAWS

This MOU shall be governed by and interpreted in accordance with the laws of the United Kingdom including any amendments or repeal thereof in the future, and valid to the extent that it is not inconsistent against or repealed by any subsequent law.

For **AESF**

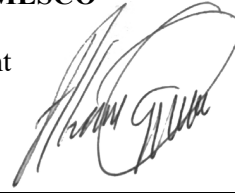
Director General



Sebastian Lau

For **PAMESCO**

President



Alexander Ospina