

THE INDIAN AUTORICKSHAW SPONSORSHIP AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 200_ by and between:-

_____, a company registered under _____
_____ (hereinafter referred to as “_____”) which expression shall unless repugnant to the context include its successors and assigns of the One Part,

AND

C4Chennai, a private limited company comprising of Mr. Aravind B Kumar as the Managing Director having its principal place of business at 4A, Temple Tree Apartments, No.28, Pycrofts garden Road Nugambakkam, Chennai – 600006 (hereinafter referred to as “C4Chennai”) which expression shall unless repugnant to the context include their respective heirs, executors, successors, administrators and assigns of the Other Part.

WHEREAS: -

- I. _____ is a company engaged in _____ (products).
- II. C4Chennai is engaged in event management and organizes, directs and manages events and proposes to hold the Indian Auto Rickshaw Challenge in Chennai and has requested _____ to participate as a sponsor in this event to be organized by C4Chennai.
- III. _____ & C4Chennai have mutually agreed to collaborate in the aforementioned event on the terms and conditions as herein after appearing.

NOW THESE PRESENTS WITNESSES AND IT IS AGREED TO AS UNDER: -

1. SCOPE & EXTENT

- 1.1. All obligations, rights and entitlements mentioned or pertained to in this document or associated documents are valid only during the period commencing February 1st 2007 and ending upon February 1st 2008
- 1.2. Relevant events within this period will be organized, directed, managed and staffed by The Indian Auto Rickshaw Challenge founders, managers, organizers and affiliates (Aravind B. Kumar).
- 1.3. The relevant time zone is that of the place of business of the Administrator, unless circumstances indicate otherwise.
- 1.4. Relevance' and those events that shall be deemed relevant will be exclusively determined by the Administrator of The Indian Autorickshaw Challenge.
- 1.5. ____ shall be associated with the events for the aforementioned period of time by providing sponsorship to the extent and manner as contained in this agreement and Annexure attached hereto.

2. C4Chennai OBLIGATIONS/ RESPONSIBILITIES.

- 2.1. C4Chennai agrees and undertakes to ensure the management of the Events (to organize, direct, manage and staff the Event) by and through Aravind B. Kumar and to be responsible for all actions of omission or commission of the Administrator
- 2.2. The Administrator will use its best efforts to commence the Event on August 20, 2006 unless prevented for reasons beyond its/their control.
- 2.3. C4Chennai agrees and undertakes that the corporate name of _____, its logo/trade mark and any reference of ____ in the manner as agreed by _____ shall be used by C4Chennai in the manner provided in the Annexure hereto. It is understood and agreed by C4Chennai that such use of the _____ logo and trademarks are merely as a permissive license granted by

_____ to C4Chennai under this agreement.

- 2.4. C4Chennai shall use the “_____ logo” exclusively for the intent and purposes stated herein and in the manner and style as agreed upon by _____ in respect of the event and for no other purpose whatsoever.
- 2.5. C4Chennai agrees to bear all costs in relation to the event and _____ support will be to the extent of sponsorship as set out in Clause 4 hereunder
- 2.6. C4Chennai will be liable to pay all taxes, levies, cesses that may be levied in or in relation to the mentioned Events, including sales tax, entertainment tax, service tax, commercial taxes;
- 2.7. C4Chennai shall be solely liable and responsible for damages, injuries, loss that may arise or incur or be incurred by running of the said Events or any incidental loss or injury sustained by third parties in the conduct of the Event by C4Chennai. Under no circumstances will _____ be liable for incidental or consequential damages including without limitation for loss of profits etc. and C4Chennai indemnifies and keeps _____ and its officials harmless and indemnified against any demands, claims, costs, charges or expenses arising from any activity of the event.
- 2.8. C4Chennai shall be solely responsible and liable for statutory compliances in running/conducting the event and obtaining necessary approvals, licenses, permits, permissions from statutory bodies municipal, revenue or others.
- 2.9. C4Chennai undertakes that it shall not promote any of _____ competitors’ products or any other product having resemblance to _____ name or brand names and that it shall obtain the necessary permission in writing from _____ for promoting any products other than _____ during the Event.
- 2.10. C4Chennai will not be held responsible for any consequential damages or losses that may result from the postponement or cancellation of the Event due to

circumstances beyond the reasonable control of C4Chennai and if C4Chennai has exercised due diligence. If the Event is postponed or canceled for any reason whatsoever the sponsorship fee paid or part paid shall be entitled to be retained by C4Chennai to be used in the next date of the similar Event provided that the Event shall be held not be later than 30 days from such date of cancellation.

3. _____'S OBLIGATIONS / RESPONSIBILITIES.

- 3.1. _____ agrees to support the event by being the _____ sponsor as specified in the Annexure hereto and fulfill its obligations as the sponsor by payment of the sponsorship fee as stated in Clause 4.
- 3.2. _____ agrees to pay the sponsorship fee on or before the stipulated date as stated herein. Failure to pay any portion of the sponsorship fee on or before the date due will result in a forfeiture of _____'s sponsorship rights, unless _____ demonstrates reasonable cause for such delay.

4. SPONSORSHIP FEES

- 4.1. _____ shall pay to C4Chennai as one time payment a sponsorship fee of _____ during the tenure of this agreement.
- 4.2. A part sum of _____ will be paid as advance on or before _____, 200_.
- 4.3. The balance fee shall be payable on or before _____, 200_.
- 4.4. C4Chennai shall pay Service Tax at the rate as applicable for the time being in force and shall be reimbursed by _____ on C4Chennai raising on _____ its invoice.

5. TERM & TERMINATION

- 5.1. This Agreement shall commence from the date set forth herein above and will continue to be valid till February 1, 2008.
- 5.2. In the event of any material breach of this Agreement either party shall have a right to terminate this agreement unless the breaching party remedies the breach on notice being served.
- 5.3. _____ shall have the option to terminate this Agreement if the Event is not held for willful default on the part of C4Chennai.
- 5.4. _____ will be entitled in the event of such termination or determination to the return of any fees paid or parts paid.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1. _____ grants C4Chennai a limited, non-exclusive license to use the _____ name, logo, service marks, and trademarks solely for including _____ in listings and in descriptions of the Event during the tenure of this agreement. C4Chennai shall not sublicense or transfer the use to the _____ name, logo, service marks, and trademarks to any person or entity without the prior written consent of _____.
- 6.2. Except as otherwise expressly set forth in this agreement. _____ grants no right whatsoever to C4Chennai in the trade marks or intellectual property rights which are owned or are the sole property of _____.
- 6.3. C4Chennai grants _____ the use of the Event logos and licensed marks, which are property of C4Chennai, to use for Event-related purposes during the tenure of the Event and until March 1, 2007. _____ will present to C4Chennai any items or material that incorporates or uses the logos and licensed marks of the Event. _____ shall not sublicense or transfer the use of the Event and C4Chennai names, logos, service marks, and trademarks to any person or entity without the prior written consent of C4Chennai. _____ shall not use the Event logos and/or

licensed marks in advertisements or promotions that contain a reference to any entity that is neither the Event nor _____.

7. WARRANTIES

7.1 Each party warrants and undertakes:

- (A) It has the right to enter into this Agreement and perform its obligations under this agreement;
- (B) Not to hold the other responsible if the sponsorship does not result in profit of any kind;
- (C) It has all necessary rights, authorizations or licenses to perform its obligations under this agreement.

8. RELATIONSHIP/ ENTIRE AGREEMENT / MODIFICATION

8.1 This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understanding and agreements with respect to the subject thereof. Any waiver, change, modification, amendment to the provisions of this agreement shall be recorded in writing.

9. DISPUTE RESOLUTION

9.1 In case of any dispute or difference arising at any time between the parties as to the provisions of the agreement the parties shall at the first instance try and resolve the issues through a conciliation process and in the event the same is not resolved to proceed to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration proceedings shall be Chennai.

10. JURISDICTION:

In respect of any dispute arising out of or in respect of any provisions of this agreement shall be subject to the exclusive jurisdiction of the courts of Law in Chennai.

11. NOTICE / PERSONNEL

For any communication under this agreement the persons to be contacted will be:

From _____:

FROM C4Chennai Mr. Aravind B Kumar

All correspondence shall be addressed to the address as stated herein above.

The persons mentioned herein above shall be the designated persons of the respective parties to act as prime contacts and have the authority to ensure that all commitments are met to the intents and purposes under this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective hands to this agreement on the date and year here in above mentioned.

SIGNED by the aforesaid

For _____

For M/s. C4Chennai

(_____)

(Managing Director)

1.

1.

2.

2.

Annexure:

Silver Sponsorship

GOLD Sponsorship

Platinum Sponsorship

Title Sponsorship

Which ever sponsorship package this contract applies to. Hereinafter the agreed services according to the package descriptions.