

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this _____ day of May Two Thousand and Twenty-Four (2024)

BY AND BETWEEN

Sri Lanka, Global Event Management Pvt Ltd (bearing registration No. PV00293892) being a Company duly incorporated under the laws of Sri Lanka and having its registered office and/or principal place of business at No. 102, Dehiwela Road, Pepiliyana, Borlasgamuwa. (hereinafter called and referred to as “the Organizer” which term or expression as herein used shall where the context so requires or admits mean and include the said **Global Event Management Pvt Ltd** and its successor/s) of the **FIRST PART**.

AND

Power Hands International (Pvt) Ltd., bearing registration No. xxxxxxxxxx) being a Company duly incorporated under the laws of Sri Lanka and having its registered office and/or principal place of business at (hereinafter called and referred to as “Exhibitor” which term or expression as herein used shall where the context so requires or admits mean and include the said and its successor/s) of the **SECOND PART**.

Whereas party of the First part together with Tamachi LLC, USA have organized Expo 2024 USA in Washington DC in the Month of July or in a subsequent month in 2024, and the Party of the Second part has agreed to attend the said Expo 2024 in USA International business extravaganza as an EXIBITOR.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN AND SUBJECT TO ALL OF THE TERMS, PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF PARTIES

The party of the First part (the Organizer).

- (a) Will make all necessary pre arrangements for the Expo 2024 USA from the start to leaving Sri Lanka
- (b) Will provide the invoice from Thamachi LLC. USA, to the Second Party and follow up.
- (c) Will coordinate the SPONSORSHIP package (priced at USD 10,000 X 2) 4 individuals per stall totaling to 8 individuals. Star class hotel accommodation on sharing basis hotel for 4 nights and 5 days inclusive of breakfast, stall cost, lay out, free wifi in the exhibition area.
- (d) Will make sure to confirm stall space as funds are already received by the First Part.
- (e) After the signature of this indenture the Party of the First and Party of the Second, will get to the next stage of visa documents and the Second part is solely responsible for all the documents submitted by them and the documents submitted by their employees for the visa process for Expo 2024 USA.
- (f) After having fulfilled all above terms stipulated in above clauses, First party will provide all necessary documentation along with the documents received from Thamachi LLC – USA for visa process for all 8 individuals of the Second part.
- (g) For the handling of Visa from the US Embassy in Colombo First Part will nominate a visa consultant free of charge for the Second Party. However in the event that Second Party wishes to handle the US Visa on their own, may do so. Whatever the option is both

First Part and Thamachi LLC – USA will provide the entire set of required documents from their side for the Visa. In case of an unlikely event of a visa rejection of Second part, the refund policy will be applicable by Thamachi LLC, USA – As stated per clause (h) to (o)

- (h) Refund is eligible for Sri Lankan Exhibitors after deducting the US taxes, Banking charges including both ways, hotel booking cancellation fees and a retainer fee of USD 350/- Three Hundred and Fifty per individual for notarized documents. First Party will guarantee the safe return of the refund to the Second Party. However, no claims shall attach for following instances.
 - (i) in the event of a Force Majeure situation, any Gods act.
 - (j) If at least one individual gets US visa from the Second part.
 - (k) No refund will be applicable in case proven that the Second party has produced any forged documents or for the lack of documents submitted for the visa or if they have any US or Canada previous visa rejections.
 - (l) In case if needed the First Party reserve the right to request for the transcripts of the visa of any claim from the US Embassy here in Sri Lanka for verification purpose
 - (m) Likewise, no refund would be applicable if the Second part should back off from participating for the CeylonExpo2024USA on their own at any stage after payments are remitted to Thamachi LLC.
 - (n) Also not providing proper and adequate documents for the Visa on time is also treated as not eligible for a refund.
 - (o) Whatever refund claims shall only be processed after the Expo 2024 USA event to be held in Washington DC.
 - (p) First Part advises exhibitors to refrain from selling items displayed which is prohibited under the USA law (if to make sales we have to have cash desks, labeling with US taxes and appoint Police Officers etc.), but on the final day they could offer same to public as souvenirs or gifts
 - (q) First part also agrees to assist air tickets at a concessional rate for all exhibitors negotiated through and decided by their travel partner
 - (r) Also, First part will provide free Wi-Fi within the exhibition area for all participants
 - (s) First part will take down all exhibitor details to a data base for further follow up for business through our intended IT platform
 - (t) If digital sign boards needed by the Organizer can provide same after request and for a payment of USD 500/- per unit of not less than 50 inches flat TV, which has to be notified and payment to be settled at least 30 days prior to the exhibition excluding any mounting charges to be erected inside the stall. As our main sponsor you would be eligible for 2 such Flat TV screens for your display purpose.
 - (u) It is agreed that First part will book the hotel for the Second part on the basis and conditions that are stipulated above. Any changes or deviations of dates by the Second part, including airport transfers will be on the sole account of the Second part directly to be settled to the hotel.
 - (v) Will make total arrangements of necessary cut outs, sign boards to advertise this event to US public.
 - (w) The First part reserves the right to change any term or condition in conjunction with the Co-Organizer Thamachi LLC, USA, with or without prior notice to the Second Part.
 - (x) The Co-Organizer M/s Thamachi LLC Will handle all propaganda work for the Expo 2024 USA along with some of the Key organizers from First Part in USA, will be targeting A large amount of US companies and also the Trade Chambers to attract more buyers on B2B basis.

The party of the Second part (the Exhibitor).

- a) To make sure to remit the amount as per the invoice under the mentioned reference from Tamachi LLC to USA before the due date and send the confirmation to both Tamachi LLC USA and First part
- b) The Second party is solely responsible for decorations, hanging their posters or banners, Organizing their promotional material inside and outside the stall or booth allocated. The Second party is responsible to take their own samples and promotional items to be displayed in the stall/booth on their own and expense. However if it is too much to be carried on the flight the First party can arrange a Freight Forwarder to carry such goods collected from all Exhibitors in containers at the expenses divided by all Exhibitors according to the space utilization of the container/s, forwarding and clearing fees at Washington DC USA. The duty could be waived off as well as the clearing could be expedited through our Foreign Ministry and the Sri Lankan Embassy in the USA. In such case the Second party agrees to prepare a list of goods, weight and values to the freight forwarder for the purpose of documentation.
- b) Second Part agrees to forward qualified personal from the Organization for the Expo 2024– Qualified defined as suitable to represent the Second part in an International exhibition, With previous overseas travels, With no visa rejections prior to this date for USA and Canada.
- c) It is also agreed by Second part that they accept full responsibility for all documents submitted by the Second Part and by their declarants for the visa process for this event
- d) Also, it is agreed that Second part accept the full responsibility of the forwarded or appointed officers to this exhibition including their safe return back to the Island after this event.
- e) Second part agrees to abide by the terms and conditions laid out in this agreement as well as other guidelines outlined by the organizers at all times.
- f) Also, it is agreed by Second part for the refund policy and its conditions.
- g) Second part will strictly agree and follow and respect the laws of USA whilst in USA
- h) Second part agrees to make sure not to damage any property belonging to the exhibition center and in case of such damages if any Second part accept the liability for settlement as governed by the exhibition center and laws of USA.
- i) Second part also agrees to remove all items displayed at the exhibition in their stall both inside and outside from the exhibition center prior leaving on the last day.
- j) Second part agrees to take appropriate insurance covers for the persons attending the exhibition proposed by the First part in addition to Invoice amount in the Tamachi LLC. USA.
- k) Second part agrees to take full responsibility for the goods that are being taken for the exhibition and indemnify organizer from any claims of its content, legal or otherwise, Loss and damages of goods at all times.
- l) Second party is free from the payment of legal charges indenture.
- m) Further it is also agreed by the Second part that advertisement cost needs to be paid separately, in Sri Lankan Rupees for the preparation of the black book along with all the products that are on offer to be distributed among the buyers/visitors, free of charge
- n) Agrees to advertise at a cost derived by the Organizer or their agent for this event, for the Black book comprising of Second part product details, contact details etc., to be distributed to all participants free of charge.
- o) It is also agreed by the Second part that they accept full responsibility of all individuals represented, and also for the materials and content they carry for the exhibition for display or otherwise for Expo 2024 USA at all times and their safe return back to Sri Lanka after the event.

- p) Further the Second party do hereby indemnify and hold the Party of the First and their Co Organizer M/s Thamachi LLC- USA harmless against any illegal or banned goods or substances from being carried by themselves or their representatives to Expo 2024 USA.

2. Definitions

- 2.1. The organizer shall mean **Sri Lanka Global Event Management Pvt Ltd** which is a company incorporated under the laws of Sri Lanka.
- 2.2. The Exhibitor shall mean the party of the second part as described above;
- 2.3. Business Operations shall mean
- 2.4. Items to be Exhibited
- 2.5.

3. VALIDITY, TERMINATION AND RENEWAL

- 3.1. This AGREEMENT shall be valid and shall continue in force unless terminated upon mutual agreement between both parties.
- 3.2. Neither party is entitled to terminate this agreement with or without notice.
- 3.3. The decision of the First part in all context is considered as full and final by the Second part.
- 3.4. In the event of a premature cancelation of this agreement by the Second part, the invoice from the Thamachi LLC USA still have to honored and funds has to be remitted and no claims shall attach.

4. GOVERNING LAW AND DISPUTE RESOLUTION

- 4.1. This AGREEMENT shall be governed by and construed in accordance with the laws of Sri Lanka.
- 4.2. Any Disputes relating to this AGREEMENT shall be subject to the exclusive jurisdiction of the Courts of Sri Lanka. "Dispute" means any doubt, difference, controversy, claim or dispute of whatsoever nature relating to, arising from, out of or in connection with this AGREEMENT, or including the interpretation thereof, or on the rights, duties, obligations, or liabilities of any Parties thereto, or on the operation, breach, termination or invalidity thereof
- 4.3. Following additional benefits are granted for the Second Part as our main sponsor for this Ceylon Expo 2024 USA (irrespective of mentioned in above clauses or not)
 - a/ 2 flat TV screens for video transmissions
 - b/ free banners of the company
 - c/ Free advertisement page on the Black book/Souvenir as the main Sponsor

d/ Free visa handling

e/ Free legal fees

f/ Opportunity for commercial/business interview here in Sri Lanka

g/ Opportunity to take photos and meeting with the first day guest of honour

h/ Opportunity to meet take photos and meeting with the second day guest of honour

i/ Free legal advice provided to register a business in USA

5. ASSIGNMENT

- 5.1. This AGREEMENT shall ensure to the benefit of and shall be legally binding and be enforceable by and against the parties hereto, and their respective legal representatives, successors, executors, administrators, personal representatives, successors to title and assigns. Neither of the Parties hereto may assign this AGREEMENT or any rights or obligations hereunder in whole or in part to any third party or parties hereto without the prior written consent of the other Party.

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- 6.1. Words in the singular shall include the plural and vice-versa, and words importing the masculine shall include the feminine and vice-versa, and words importing personal shall include corporation and vice-versa.

7. JOINT PREPARATION

- 7.1. This AGREEMENT is to be deemed to have been prepared jointly by Parties hereto and any uncertainty or ambiguity existing herein shall be interpreted in accordance with the applicable law.

8. RECITALS

- 8.1. The recitals to this AGREEMENT shall form a part of the terms and conditions of this AGREEMENT and shall be binding on and enforceable against the parties hereto.

9. AMENDMENTS

- 9.1. No modification, amendment and/or variation to this AGREEMENT and/or no waiver of any of its terms and conditions shall be valid unless it is in writing and signed by all parties hereto.

- 9.2. Any amendment to the contents of this AGREEMENT shall be done with the concurrence of all Parties provided that it is supported with a written document, which should be attached to the AGREEMENT and will automatically become a part and parcel of this AGREEMENT.

COUNTERPARTS

- 9.3. This AGREEMENT may be executed in any number of counterparts each of which shall be an original and all of which together evidence for this AGREEMENT. The date of execution of this AGREEMENT shall be the date on which the last party executed the counterpart documents.

10. NOTICES

10.1. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent either by registered post or by email or delivered in person to the addresses given below:

For the Organizer:

Address : No. 102, Dehiwela Road, Pepiliyana, Boralasgamuwa, Sri Lanka.

E-Mail : Expo2024USA@gmail.com

Contact No. : +94714071347

For the Exhibitor :

Address:

E-Mail:@gmail.com

Contact No. :.....

10.2. Notice will be deemed given:

- a) in the case of personal delivery or courier upon written acknowledgement of receipt by representative of the receiving Party;
- b) in the case of posting by registered post, three (3) working days after posting subject to stamps being duly paid and a copy being sent by email; or
- c) in the case of email, upon completion of transmission with proof of successful transmission retained.

10.3. In the event of any change to the aforementioned contact details, the relevant Party shall notify the other Parties in writing in advance or within one (1) working day of such change. Failure to inform the other party of such change shall result in the then current contact details on record being deemed the address/contact on record and all notices delivered thereto deemed duly received.

IN WITNESS WHEREOF, the parties placed their hands hereunto and to one other of the same tenor as these presents on this _____ day of May 2024

THE Organizer

DIRECTOR / AUTHORISED REPRESENTATIVE

WITNESSES

1.

2.

Exhibitor

DIRECTOR / AUTHORISED REPRESENTATIVE

WITNESSES

1.

2.

Notary Public