



**VChase Technologies LLP**

## **EXCLUSIVE SPONSORSHIP PARTNERSHIP AGREEMENT**

This Exclusive Sponsorship Partnership Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

**1. The Organiser:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

(hereinafter referred to as "the Organiser")

**2. The Agency:**

Name: VChase Technologies LLP

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

(hereinafter referred to as "the Agency")

The Organiser and the Agency shall hereinafter collectively be referred to as "the Parties" and individually as a "Party."

### **1. PURPOSE**

The Organiser intends to conduct, promote, and manage one or more events, tournaments, or leagues ("the Events") and seeks corporate sponsorships. The Agency specializes in sourcing, negotiating, and managing sponsorships and brand tie-ups. Both Parties agree to enter into this exclusive partnership to collaborate on sponsor acquisition, brand integration, and digital visibility.

### **2. SCOPE OF WORK**

The Agency shall:

- Identify, approach, and onboard suitable sponsors and brand partners for the Organiser's Events.
- Facilitate end-to-end sponsor acquisition, negotiation, and contract finalization.
- Support with sponsor presentations, marketing decks, and proposal submissions.
- Manage ongoing sponsor relations, renewals, and servicing during the event cycle.
- Provide quarterly performance and revenue reports to the Organiser.
- Execute digital marketing activities (organic only) across social and digital platforms to promote the Organiser's Events and partners.

Paid promotions or boosted advertisements may be undertaken by the Agency upon the Organiser's written request, at an additional mutually agreed cost.

### **3. EXCLUSIVITY AND TERM**

The Agency shall have exclusive rights to represent the Organiser for sponsorship and brand acquisition activities. The Agreement shall be valid for a period of five (5) years from the Effective Date. Both Parties agree to a lock-in



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period of five years, during which neither Party may terminate the Agreement without mutual written consent, except as specified in Clause 10.

### **4. SETUP COST**

The Organiser shall pay the Agency a one-time setup cost of INR 5,00,000 (Rupees Five Lakh only) within 15 days of signing this Agreement. The setup cost covers onboarding, branding setup, proposal design, sponsor database access, and outreach initiation. The setup fee is non-refundable.

### **5. COMMISSION STRUCTURE**

The Agency shall be entitled to a \_\_ % (\_\_\_\_ Percent) commission on all sponsorship revenues secured through its efforts during the Agreement term. The commission shall apply to every payment received by the Organiser from sponsors—whether full, partial, token, or advance payments. Example: If a sponsor pays 50% of a ₹10 lakh sponsorship, the Agency shall receive \_\_% of ₹5 lakh immediately. The Organiser shall release the applicable commission to the Agency within 15 days of receiving any such payment. The Organiser shall provide proof of each sponsor payment for reconciliation and transparency.

### **6. PENALTY CLAUSE (DELAYED PAYMENTS)**

If the Organiser fails to pay the Agency's due commission within the stipulated 15 days, a late payment fee of 2% per month (calculated on the outstanding amount) shall apply until payment is cleared. If delay exceeds 45 days, the Agency reserves the right to pause sponsorship activities until pending dues are settled.

### **7. CONFIDENTIALITY**

Both Parties agree to maintain strict confidentiality regarding sponsor and brand contact details, proposals, pricing, and commercial terms; and any proprietary or sensitive information exchanged during the partnership. This obligation shall survive termination of this Agreement.

### **8. REPORTING & TRANSPARENCY**

The Agency shall maintain transparent sponsor tracking and reporting. Quarterly summaries shall include outreach count, proposals shared, negotiations, and closed deals. The Organiser may request performance reviews at reasonable intervals.

### **9. OWNERSHIP & DATA**

All sponsorships acquired under this Agreement shall be considered joint achievements of both Parties. Sponsor relationship ownership shall remain with the Organiser after completion of the 5-year term. During the term, all sponsorship-related communication shall be routed through the Agency.

### **10. TERMINATION**

Either Party may terminate this Agreement prior to completion of the 5-year term only in case of a material breach not cured within 30 days of written notice; or in the event of insolvency, fraud, or willful misconduct. In all other cases, this Agreement shall remain binding for the full 5-year duration.

### **11. INDEPENDENT STATUS**

The Agency acts as an independent contractor and not as an employee, agent, or partner of the Organiser. Nothing herein creates an employer-employee or joint-venture relationship.

### **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes shall be subject to the exclusive jurisdiction of the courts of Bengaluru, India.

### **13. ENTIRE AGREEMENT**

This document constitutes the entire understanding between the Parties and supersedes any prior oral or written communications relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

For the Organiser	For the Agency
Name:	Name: VChase Technologies LLP
Representing:	Signature: _____
Signature: _____	Date: _____
Date: _____	