

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into effective as of the date set forth on the signature page hereto (the “Effective Date”) by and between Drive Around the World, a California non-profit corporation (“DATW”) and the sponsor set forth on the signature page hereto (“Sponsor”). In consideration of the mutual covenants contained herein and for other good and valuable consideration the parties hereby agree as follows:

1. SPONSOR DELIVERABLES

(a) **Sponsor Payments.** Sponsor will provide to DATW the deliverables set forth in Exhibit A hereto within twenty (20) days following the Effective Date.

(b) **DATW Use of Sponsor Name and Logos.** Sponsor grants DATW the non-exclusive right to use the Sponsor name and logos as part of press releases, marketing, advertising and promotional materials solely in connection with the Longitude Expedition. Any such use shall be subject to Sponsor's prior review and written consent. Sponsor reserves all rights not otherwise expressly granted herein. The license gives DATW limited rights to use Sponsor's name and logos. DATW does not become the owner of, and Sponsor retains title to, such Sponsor names and logos.

2. DATW DELIVERABLES

(a) **DATW Deliverables.** After the Sponsor deliverables have been received and, if applicable, installed by DATW, DATW will provide to Sponsor the deliverables set forth in Exhibit A hereto.

(b) **Sponsor Use of DATW Name and Logos.** DATW grants Sponsor the non-exclusive right to use the DATW name and logos as part of press releases, marketing, advertising and promotional materials solely in connection with Sponsor's sponsorship of DATW and the Longitude Expedition. Any such use shall be subject to DATW's prior review and written consent. DATW reserves all rights not otherwise expressly granted herein. The license gives Sponsor limited rights to use DATW's name and logos. Sponsor does not become the owner of, and DATW retains title to, such DATW name and logos. The foregoing license specifically excludes any right to use of the DATW name or logos in any series of Sponsor's products or services or for similar commercial purposes, and the parties may enter into a separate agreement on mutually acceptable terms with respect to any such commercial rights.

3. CONFIDENTIALITY

Each of the parties (the “Receiving Party”) shall maintain the confidentiality of this Agreement and all confidential information of the other party (the “Disclosing Party”) and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a

“need to know basis”, provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

4. **INDEMNIFICATION; LIMITATION ON LIABILITY**

(a) **Indemnification; Insurance.** DATW agrees to indemnify and hold Sponsor harmless against any all claims that may be brought against Sponsor due to the personal injury or property damage in connection with the Longitude Expedition, except to the extent that such injury or damage is the result of the gross negligence or wilful misconduct of Sponsor or its representatives. Prior to commencement of the Longitude Expedition, DATW shall obtain general liability and automotive liability, travel accident and sickness, bodily injury/property damage, personal injury and advertising injury insurance with the appropriate liability coverage.

(b) **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 4(A) OR FOR THE WILFUL MISUSE OF THE OTHER PARTY'S NAME OR LOGOS, NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING IN ANY MANNER UNDER OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNTS PAID BY SPONSOR TO DATW UNDER THIS AGREEMENT.

(c) **Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS, AND IN NO EVENT SHALL BE LIABLE FOR, ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS, ARISING OUT THIS AGREEMENT, REGARDLESS OF THE CAUSES OF ACTION, INCLUDING NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **GENERAL**

(a) **Survival.** Except as specifically provided herein, all provisions of this Agreement shall survive completion or termination of the Longitude Expedition.

(b) **Independent Parties.** Sponsor is providing the deliverables as an independent contractor. At no time shall either party be deemed to be the agent, partner or joint venturer of the other party, and each party and its employees shall always remain independent of the other party.

(c) **Non-Waiver.** The failure by either party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of the terms and conditions of this Agreement with

respect to any other or subsequent breach thereof, nor a waiver by such party of its right any time thereafter to require strict compliance with all terms and conditions hereof.

(d) **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder due to strikes, labour disputes, riots, storms, floods, explosions, accidents, acts of God, acts or orders of government, war, terrorism, the failure of vendors or other sponsors to perform, the loss, destruction, breakdown, seizure or confiscation of vehicles or equipment, media event cancellations or any other cause or causes which are beyond its reasonable control. Sponsor understands and acknowledges the complex and expeditionary nature of the Longitude Expedition and shall not be entitled to any reimbursement or restitution in the event that DATW fails to commence or complete the Longitude Expedition.

(e) **Notice.** Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by courier delivery, or sent by registered mail, postage prepaid, or transmitted by facsimile or electronic mail (e-mail) to the parties at the addresses set out on the signature page hereto and shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third day following mailing.

(f) **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.

(g) **Governing Law.** This Agreement shall be governed by the laws of the State of California, as applied to agreements made, entered into and performed entirely in California by California residents.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

DRIVE AROUND THE WORLD

SPONSOR: _____

By: _____

Name: Nick Baggarly
Title: Executive Director
Address: 315 University Avenue
Los Gatos, CA 95032
Tel: +1 408 354.DATW (3289)
Fax: +1 408 354.DATW (3289)
Email: nick@drivearoundtheworld.com

Date: _____

By: _____

Name:
Title:
Address:
Tel:
Fax:
Email:

Date: _____

EXHIBIT A

1(a). Sponsor Deliverables

(place an "X" in for applicable sponsorship)

Note: All sponsors please submit logo files, 250-word corporate description, and a quote from company executive describing what you think about/why you sponsored Drive Around the World.

1. Basic Sponsorships

- In-Kind product or service sponsorship: _____

1. Official Supplier Sponsorships

- Official LONGITUDE Expedition Vehicle Sponsor **SOLD**
- Official LONGITUDE Expedition Tire Sponsor **30 Tires**

2. Vehicle Graphic Sponsorships

- Front Hood and Quarter Panels **SOLD**
- Driver and Passenger Door Graphics **SOLD**
- Location 1 - Rear Quarter Window Graphics **\$50,000**
- Location 2 - Rear Door Graphics **\$40,000**
- Location 3 - Alpine Window Graphics **\$30,000**
- Location 4 - Front & Rear Window Graphics **\$30,000**
- Location 5 - Tire Cover Graphic & Lower Front Quarter Panels **\$30,000**

3. Online Sponsorships

- Web Site Home Page Sponsor **\$50,000**

4. Gift Sponsorships

- LONGITUDE Writing Instrument Sponsor \$10,000 –DATW obtains gift
 \$7,500 – and Sponsor supplies gift
- LONGITUDE Key Fob LED Flashlight Sponsor \$10,000 -- DATW obtains gift
 \$7,500 – and Sponsor supplies gift
- LONGITUDE Screw Driver Sponsor \$10,000 -- DATW obtains gift
 \$7,500 – and Sponsor supplies gift
- LONGITUDE Reflective Bracelet Sponsor \$10,000 -- DATW obtains gift
 \$7,500 – and Sponsor supplies gift

5. Program Sponsorships

- “LONGITUDE Life” Monthly Newsletter Sponsor **\$12,000**
- “Lines of LONGITUDE” Learning Newsletter Sponsor **\$12,000**
- “Take Me With You” Program Sponsor – 30 spots **\$60,000 (Call for details)**
- Official Media Sponsor **\$20,000**

Sponsorships are on a first-come, first-serve basis. All sponsorships are recognized as contributions and may be classified as a non-profit tax-deductible donation. Drive Around the World is a 501(c)(3) non-profit, tax-exempt organization, Federal Tax ID 35-2171270, designated by the Internal Revenue Code.

2(a). DATW Deliverables

Committed media coverage, including trade shows listed in [DATW-LandRoverExposure.pdf](#)

A written testimonial describing why DATW selected Sponsor product or service for the LONGITUDE Expedition within two (2) months of receipt.

A minimum of 4 photo quality images to be provided electronically to Sponsor for use in advertising, public relations efforts or promotional use within two (2) months of receipt. Photo will include Sponsor logo and product.

At least one (1) decal to be placed on the vehicle in a prominent location. Monetary sponsorships receive logo placement in premier locations 1 through 5. Product sponsors receive black and white logo placement on all vehicles in special area reserved for in-kind sponsors (around rear quarter-window).

Access to Drive Around the World pressroom web site.

Featured in DATW cycling sponsor banner ad on www.drivearoundtheworld.com

Featured on DATW sponsors page at www.drivearoundtheworld.com/longitude/sponsors

Expedition content (media-rich travel journals) delivered daily to Sponsor. Sponsor pickup location is www.drivearoundtheworld.com/journals. Occasional sponsor product or service references in journals. Content is provided as-is. DATW does not provide content integration services.

Featured on web site in LONGITUDE Expedition game (a driving game--sponsors logos appear on billboards that pass by).

Display of product literature when appropriate at events.

Reasonable use of Drive Around the World personnel and vehicle after Expedition concludes (at Sponsor's expense, advance notice required, and subject to availability).

Sponsor Contacts:

Justin Mounts, Sponsorship Coordinator
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Los Gatos, CA 95032
Tel: +1 408 354.DATW (3289)
Fax: +1 408 354.DATW (3289)
Email: justin@drivearoundtheworld.com