***RoboMaster* 2020 Robotics Competition**

Sponsorship Agreement

Agreement No.: [ ]

This Agreement is entered into as of the Effective Date of , by and between **iFlight Technology Co., Ltd**，and its Affiliates (hereinafter referred to as **“Party A”**) a company founded and existing under the laws of Hong Kong, with its head office located at: Units 912-918, 9/F Building 16W, Science Park West Avenue, HK Science Park Phase 3, NT, Hong Kong;

**And**

, whose campus location is at ; (hereinafter referred to as “**Party B**”).

The Party A and the Party B will be called “Party” separately, and “Parties” collectively.

**Whereas:**

Party A is the organizer of the *RoboMaster* 2020 Robotics Competition, and Party B is willing to compete in the Competition. Party A will sponsor Party B with Materials for competing in the Competition.

# **Definition**

**“Competition”** refers to the *RoboMaster* 2020 Robotics Competition hold by Party A to attract universities worldwide for technical training, communication and becoming leaders in robotics fields.

“**Agreement**” refers to this Sponsorship Agreement, Appendix, Materials’ terms of use or any other ancillary Agreements made between Party A and Party B in respect of the “RoboMaster Sponsorship”.

**“Affiliate”** refers to a Party, any other individual or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Party.

“**Materials**” refers to the Materials identifiable by serial numbers, as listed in the Appendix and sponsored by Party A.

“**Retail Price**” refers to the Materials’ recommended retail prices as listed in the Appendix of this Agreement.

**“Applicable Law”** refers to all applicable laws and regulations applicable to the performance of this Agreement and the use of the Materials.

1. **Sponsored Materials**

The Materials listed in the Appendix shall be sponsored by Party A to Party B. The purpose of the sponsorship is to prepare for and compete in the Competition. The title of the Materials shall be transferred from Party A to Party B on the condition that Party B actually attends the Competition.

1. **Inspection and Acceptance**

Promptly upon the receipt of Materials, the Party B shall examine the Materials to determine whether any items are in short supply, defective or damaged. Party B shall notify Party A in writing of any shortages, defects or damages which existed at the time of delivery. Party B must submit claims to Party A within five (5) days of receipt of Materials. Party A may replace these non-conforming Materials, which the Party A determines in its sole discretion. In the event Party B does not submit claims within the five (5) days period, Party B shall be deemed to have accepted the delivered Materials in full.

# **Use and Maintenance of Sponsored Materials**

* 1. Party B shall only use the Materials to operate, exercise and test, with the good faith and reasonable care, to compete in the Competition according to 1) the specifications and any other guidance provided by Party A; and 2) the Applicable Laws;
  2. Party B shall not directly or indirectly use, or permit third party to use the Materials for any activities that may 1) infringe the rights of Party A or any other party, including but not limited to transfer any privilege of the Materials to third party by sale, gift, rental, transfer of use or any other means, which has not be confirmed by Party A; 2) violate the specifications and any other guidance provided by Party A; 3) violate the Applicable Laws ; 4) be reasonably considered as unlawful or improper use of the Materials; 5) for any purpose not expressly authorized by Party A.
  3. Party A may replace such Materials when available at Party A’s sole discretion given that Party B have not violated any of the terms in this Agreement.
  4. Party A shall not provide any free maintenance or repair service and shall be indemnified against any loss or compensation for damages or quality problems of the Materials if such damages or quality problems occur during Party B’s use of the Materials herein; Party B may request to Party A for the purchase of parts, Materials or compensation arising therefrom, and Party A shall decide whether to agree to such requests at its sole discretion.

1. **Return of the Sponsored Materials**
   1. The title of the Materials shall be transferred from Party A to Party B on the condition that Party B actually attends the Competition. Aside from this, Party B shall return all the Materials to Party A within seven (7) working days after it receives the Party A’s notice via e-mail. Otherwise agreed by parties in written form, Party B shall be responsible for the delivery and insurance, and the risk of loss will be transferred from the Party B to the Party A once the Materials were accept by Party A. If Party B cannot return the Materials in good conditions, except normal wear and tear, within the period aforesaid, Party B shall compensate Party A for the missed or damaged Materials according to the prices of such Materials (refer to Appendix for details).
   2. Party B shall also return the Materials according to the Article 5.2 of this Agreement or pay the retailer price of the Materials to Party A immediately in case of any breach of Party B’s obligation.
2. **Intellectual Property Rights**
   1. **No Rights Transferred.** Party A is the owner of any and all intellectual property rights in relation to the Materials. Except as expressly provided herein, this Agreement does not transfer to Party B any rights to the Party A’s patents, copyrights, trademarks, database rights, trade secrets, or other forms of intellectual property, including any registrations and applications with respect to any of the foregoing and together with, in each of the foregoing, all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same.
   2. **No Copying, Modifications or Reverse Engineering.** To the extent enforceable by applicable law, Party B may not copy, modify, reverse engineer, decompile, or make derivative works of the Materials.
3. **Confidentiality** 
   1. **Confidential Information**. Confidential Information shall mean any information disclosed by either Party (the “Discloser”) to the other Party (the “Recipient”), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information includes this Agreement and its terms, related discussions and negotiations, the Materials, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, business processes and personal data disclosed by either Party.
   2. **Non-Use and Non-Disclosure**. Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Agreement, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Agreement and who have signed confidentiality Agreements with the Receiving Party containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the Effective Date. Upon the expiration or termination of this Agreement, each Party shall, upon request or mutual Agreement, deliver to the other all Confidential Information of the other Party that it has in its possession or control.
   3. **Exceptions**. Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no wrongful act, fault or negligence on the part of the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Agreement or any other Agreement, or (e) is approved for public release or use by written authorization of the Discloser.
   4. **Compelled Disclosures**. If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality Agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.
   5. **Other Agreements**. The Parties may enter into separate non-disclosure Agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure Agreements are more restrictive than the terms of this Agreement, the more restrictive terms will control for the disclosure.
4. **Indemnity**

Party B agrees to indemnify Party A and to hold it harmless from and against any and all loss, damage, liabilities, penalties, fines, costs, claim or demand whatsoever arising out of the breach of this Agreement, especially the non-infringement warranty made under this Agreement in Section 4.2; Section 6.2; Section 7.2.

1. **Anti-bribery**
   1. Party A and Party B agrees to abide by all the laws, regulations, directives and policies relating to anti-corruption and anti-bribery in the course of performance of this Agreement.
   2. Party B does not allow any of its employees to request or accept any money, gift or other tangible or intangible benefits from Party A. Party A shall reject any of the above requests and shall notify Party B immediately. If Party A fail to reject or report to Party B, Party B shall have the right to terminate the Agreement, and have the right to require Party A to bear the liability for compensation in accordance with the direct economic losses suffered by Party B.
2. **Term and Termination**

The term of this Agreement will begin on the Effective Date and shall be valid indefinitely unless terminated earlier in accordance with this Agreement. Party A may terminate this Agreement at any time, without cause, by providing the other Party with thirty (30) days prior written notice. In the event of any beach of this Agreement by the Party B, Party A is entitled to terminate this Agreement immediately with a written notice, and Party B shall return the Materials according to the Article 5.2 of this Agreement or pay the retailer price of the Materials to Party A.

1. **Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the Special Administrative Region of Hong Kong, without giving effect to the principles of conflict of laws. The Parties agree that any disputes related to or arising out of this Agreement shall be submitted to Hong Kong International Arbitration Centre (HKIAC) according to its arbitration rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong. The tribunal shall consist of three arbitrators. The claimant(s), irrespective of number, shall nominate jointly one arbitrator; the respondent(s), irrespective of number, shall nominate jointly one arbitrator; and a third arbitrator will be nominated jointly by the first two arbitrators and shall serve as chairman of the tribunal. The language of the arbitration shall be English. The arbitral award will be binding on both parties.

1. **Miscellaneous**

This Agreement contains the Parties’ entire understanding relative to its subject matter. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Party A under law. If any portion of this Agreement is deemed to be invalid, illegal or unenforceable for any reason, the remaining provisions shall nevertheless remain in full force and effect; provided, however, that the Agreement shall be voidable at the sole discretion of Party A should the aggregate of all such provisions found to be invalid or unenforceable material affect the benefits and obligations of the parties to this Agreement as a whole. This Agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an Agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought. Article 4, 5, 6, 7, 8, 10, 11 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties, through their authorized representative, have executed this Agreement as of the Effective Date.

|  |  |
| --- | --- |
| **Party A** | **Party B** |
| **iFlight Technology Co., Ltd** |  |
| Company Stamp or Signature: | Company Stamp or Signature: |
|  |  |
| Date: | Date: |

**Appendix:**

**Please choose the sponsorship options below according to your team’s status. ( )**

A. Gift List A

B. Gift List B

**Option A: Materials Sponsored for the *RoboMaster* 2020 Robotics Competition**

**For Teams from Hong Kong, Macau, Taiwan, and Overseas who didn’t participate in RoboMaster 2018 and RoboMaster 2019;**

|  |  |  |  |
| --- | --- | --- | --- |
| **S/N** | **Name** | **Quantity** | **Price(USD)** |
| 1 | RoboMaster 2020 Accessory Combo | 1set | 4379 |

**Option B: Materials Sponsored for the *RoboMaster* 2020 Robotics Competition**

**For Teams from Hong Kong, Macau, Taiwan, and Overseas that used to be only qualified for 1 season of RoboMaster Robotics Competition;**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Name** | **Quantity** | **Price (USD)** | **Total Price (USD)** |
| 1 | RoboMaster M3508 P19 Brushless DC Gear Motor | 4 | 99 | 396 |
| 2 | RoboMaster C620 Brushless DC Motor Speed Controller | 4 | 79 | 316 |
| 3 | RoboMaster M3508 Accessories Kit | 1 | 59 | 59 |
| 4 | RoboMaster M2006 P36 Brushless DC Gear Motor | 1 | 49 | 49 |
| 5 | RoboMaster C610 Brushless DC Motor Speed Controller | 1 | 39 | 39 |
| 6 | RoboMaster Mecanum Wheel\_right | 2 | 89 | 178 |
| 7 | RoboMaster Mecanum Wheel\_left | 2 | 89 | 178 |
| 8 | RoboMaster Battery Rack (compatible) | 1 | 39 | 39 |
| 9 | RoboMaster GM6020 Bru DC Motor | 1 | 179 | 179 |
| 10 | RoboMaster Development Board Type A | 1 | 89 | 89 |
| Total Priceshless | | | | 1522 |