



One Spirit Origin, Inc.

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between One Spirit Origin, Inc. with an office at 13918 E. Mississippi Ave, Aurora, Co 80012 ("OSO Inc.") and the sponsor identified below ("Sponsor").

OSO Inc. is hosting the following event: VIP BLUES BUS to Trinidadio Blues Festival 2019 in Trinidad, Colorado and Sponsor desires to sponsor the Event.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. ***OSO Inc. Obligations.*** In consideration for Sponsor's participation in the Event, OSO Inc. shall provide the Sponsor the benefits set out in Appendix, which is incorporated and hereby made a part of this Agreement.

2. ***Sponsor Obligations.*** For its participation as a Sponsor in the Event, Sponsor shall pay to OSO Inc. a fee (the "Sponsorship Fee"), as set out below:

GOLD SPONSORSHIP - \$500.00

*Logo on promotion materials

*Live media exposure

*Two free bus trip passes

(Does not include VIP Trinidadio event ticket/tickets).

BLUE SPONSORSHIP - \$250.00

*Logo on promotion materials.

*Live Media exposure.

(Does not include VIP Trinidadio event ticket/tickets).

The Sponsorship Fee is payable to One Spirit Origin, Inc., due on date of Agreement signing.

3. ***Sponsor Trademarks/Sponsor Materials.*** Subject to the terms and conditions of this Agreement, Sponsor grants to OSO Inc. the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to OSO Inc. by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

4. Indemnity

4.1 OSO Inc. shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of OSO Inc., its directors, officers, and/or employees.

4.2 Sponsor shall indemnify, defend, and hold OSO Inc. harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.

4.3 Sponsor will give OSO Inc. prompt written notice of any claim or suit coming within the purview of these indemnities.

5. **Limitation of Liability.** Except with respect to Section 8.3, in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, OSO Inc's liability for any claim against OSO Inc. shall be limited to the funds available in its own bank account at the time of the claim.

6. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

7. Term and Termination

7.1 Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through Sunday August 25th 2019, at 12:00 AM, unless earlier terminated as otherwise provided in this Agreement (the "Term").

7.2 Termination by OSO Inc. shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event OSO Inc. terminates this Agreement for any reason other than Sponsor's breach OSO Inc. shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.

7.3 Termination by Sponsor; Effect of Termination

a) Sponsor may terminate this Agreement for breach by OSO Inc. after giving OSO Inc. at least ten (10) days prior written notice specifying the nature of the breach, and giving OSO Inc. no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.

b) If OSO Inc. terminates this Agreement for Sponsor's breach, OSO Inc. shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

c) If Sponsor terminates for OSO Inc's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

7.4 Survival. In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7 and 8 shall survive.

8. Miscellaneous

8.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Sponsor agrees to send a copy of any notices, via email to: Steve@OneSpiritOrigin.com

8.2 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

8.3 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Sponsor consents to the exclusive jurisdiction and venue of the courts in Denver, Colorado.

8.4 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The sponsor agrees to purchase a sponsorship package at the level.

The parties have executed this Agreement as of the date set out below:

One Spirit Origin, Inc. and (SPONSOR)

(Corporate Sponsor Name)

Signature: _____

Please print name: _____

Title: _____

Date: _____

One Spirit Origin, Inc.

Signature: _____

Please print name: _____

Title: _____

Date: _____