

OMPRAKASH FISCAL SPONSORSHIP AGREEMENT

THIS OMPRAKASH FISCAL SPONSORSHIP AGREEMENT (this “**Agreement**”) is entered into this Date (as defined on the signature page hereto) by and between the Omprakash Foundation, a tax-exempt non-profit organization registered under Section 501(c)(3) of the Internal Revenue Code (“**Omprakash**”) and the Volunteer (as defined on the signature page hereto) (Omprakash and the Volunteer each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Omprakash receives tax-deductible charitable contributions, grants, and gifts for the implementation of projects (the “**Contributions**”);

WHEREAS, Omprakash is willing to provide a portion of the Contributions to the Volunteer (the “**Funds**”); and

WHEREAS, the Volunteer desires to use the Funds and Additional Funds (as defined hereunder) and shall do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows.

ARTICLE I. RECEIPT AND USE OF THE FUNDS

Section 1.1 Receipt of the Funds. Omprakash in its sole and absolute discretion may, or may choose not to, make the Funds available to the Volunteer.

Section 1.2 Fundraising. Subject to the prior written approval of Omprakash, which approval may be withheld in the sole and absolute discretion of Omprakash, the Volunteer may solicit Contributions to Omprakash and on behalf of Omprakash to be earmarked for the Volunteer’s activities (the “**Additional Funds**”). Omprakash may withhold or withdraw approval, at any time, of the Volunteer’s solicitation of Additional Funds.

Section 1.3 Use of the Funds and Additional Funds. The Volunteer agrees to use the Funds and Additional Funds solely for airfare, accommodations, travel expenses, and any materials necessary for the Volunteer to fulfill the Volunteer’s duties.

ARTICLE II. CHARITABLE CONTRIBUTIONS AND TAX STATUS

Section 2.1 Acknowledgment of Charitable Donations. Upon written request of any donor, Omprakash agrees to acknowledge in writing the receipt by Omprakash of the Contributions of such donor. Omprakash further agrees to furnish, upon written request of any

donor, evidence of Omprakash's status as a tax-exempt non-profit organization registered under Section 501(c)(3) of the Internal Revenue Code.

Section 2.2 Protection of Tax-Exempt Status. The Volunteer shall not use the Funds or Additional Funds in any way which could jeopardize the tax-exempt status of Omprakash. If Omprakash in its sole and absolute discretion determines that any activity of the Volunteer may result in Omprakash losing its tax-exempt status, the Volunteer shall immediately cease such activity upon request by Omprakash. The Volunteer agrees that Omprakash may cease in its sole and absolute discretion to provide Funds and Additional Funds to the Volunteer in the event of the Volunteer's violation of this Section 2.2. THE VOLUNTEER AGREES THAT THIS SECTION 2.2 AND THE RIGHT OF OMPRAKASH IN ITS SOLE AND ABSOLUTE DISCRETION TO WITHHOLD FROM THE VOLUNTEER ANY AND ALL FUNDS AND ADDITIONAL FUNDS IS A MATERIAL INDUCEMENT OF OMPRAKASH ENTERING INTO THIS AGREEMENT AND INTO ANY BUSINESS RELATIONSHIP WITH THE VOLUNTEER.

ARTICLE III. ACCOUNTING

Upon request of Omprakash, the Volunteer shall provide Omprakash with an accounting and reporting of all transactions in which the Funds and Additional Funds were involved.

ARTICLE IV. TERM AND TERMINATION

Section 4.1 Term. The term of this Agreement shall commence on this Date and shall continue until such time as either Party gives written notice to the other Party of its intention to terminate this Agreement pursuant to Section 4.2.

Section 4.2 Termination. Either Party may terminate this Agreement by giving sixty (60) days prior written notice to the other Party.

Section 4.3 Effect of Termination. The Volunteer shall transfer to Omprakash all unused Funds and Additional Funds.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

The Volunteer represents and warrants to Omprakash that the Volunteer shall comply with all applicable laws and regulations and that the terms of this Agreement do not violate and shall not cause a breach of the terms of any other agreement or any applicable law, decree or regulations, to which the Volunteer is a party or by which the Volunteer is subject or bound.

ARTICLE VI. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES

Section 6.1 Indemnification. The Volunteer shall defend Omprakash from and against any action, claim or suit (third-party or otherwise) brought or threatened to be brought

against Omprakash arising out of, or in any way connected to, any allegation of (i) breach by the Volunteer of the Volunteer's obligations, including, but not limited to, the Volunteer's representations and warranties hereunder, or (ii) negligence, gross negligence, or willful misconduct of the Volunteer ("Claim"). The Volunteer shall indemnify and hold harmless Omprakash from and against any Claim and shall reimburse Omprakash, on demand, for any loss, cost, expense or damage (including reasonable attorneys' fees) to which said indemnity applies.

Section 6.2 Disclaimer of Consequential Damages. IN NO EVENT SHALL OMPRAKASH BE LIABLE TO THE VOLUNTEER FOR EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VII. GENERAL PROVISIONS

Section 7.1 Compliance with Laws. The Volunteer is responsible for complying with all laws and regulations applicable to its obligations hereunder.

Section 7.2 Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns. If the principal business, operations or a majority or substantial portion of the assets of a Party are assigned, conveyed, allocated or otherwise transferred, such receiving person or persons shall automatically become bound by and subject to the provisions of this Agreement, and such Party shall cause the receiving person or persons to expressly assume its obligations hereunder.

Section 7.3 Assignment. Omprakash may assign any of its rights, interests, or obligations hereunder without the prior written consent of the Volunteer. The Volunteer may not assign any of its rights, interests, or obligations hereunder without the prior written consent of Omprakash, which consent may be withheld in the sole and absolute discretion of Omprakash. Any purported assignment in violation of this Section 7.3 is void *ab initio*.

Section 7.4 Governing Law and Venue. The laws of the State of Connecticut (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Stamford, Connecticut, and each Party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Stamford, Connecticut, and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 7.5 Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM. The scope of this waiver is intended to be all encompassing of any and all actions that may be filed in any court, including, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Party acknowledges that this waiver is a material inducement to enter into a business relationship and that they shall continue to rely on the waiver in their related future dealings. Each Party further represents and warrants that it has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. In the event of an action, this Agreement may be filed as a written consent to trial by a court.

Section 7.6 Remedies. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein shall be considered an election of remedies.

Section 7.7 Independent Relationship. The relationship between the Parties is that of an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship. Neither Party shall have the authority to enter into any contract on behalf of the other Party without that Party's express written consent. Neither Party shall make any representation or incur any obligation in the name of or on behalf of the other Party. Nothing in this Agreement shall be construed as or constitute an appointment of either Party as the agent for the other.

Section 7.8 Notices. All notices, requests, demands, claims and other communications ("Notice") hereunder shall be in writing. Any Notice hereunder shall be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below ("**Effective Service**"):

If to Omprakash

112 Rosebrook Rd.
New Canaan, CT 06840
Attn: Willy Oppenheim

If to the Volunteer

The Volunteer Address (as defined on the signature page hereto)

Any Party may send any Notice hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to be Effective Service unless and until it actually is received by the intended recipient, and such intended recipient acknowledges in writing receipt of such Notice. Any Party may change the address to which Notices hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 7.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties in respect of their subject matters and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or thereof. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. No third-party shall benefit from or have rights under or with respect to this Agreement except as provided for herein.

Section 7.10 Amendments and Waivers. No amendment, modification, replacement, termination or cancellation of any provision of this Agreement shall be valid, unless the same shall be in writing and signed by each Party. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior, or subsequent such, occurrence. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

Section 7.11 Publicity. The Volunteer shall make no public announcement about this Agreement without the prior written consent of Omprakash.

Section 7.12 Interpretation and Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. The name assigned to this Agreement and the Article/Section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof.

Section 7.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. A copy of signatures transmitted via facsimile or email, bearing the signature of one or both Parties shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature(s) as originally written of such Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

THE OMPRAKASH FOUNDATION

Signed: _____
Name: Willy Oppenheim
Title: Director

THE VOLUNTEER

Signed: _____
Name: _____
Title: _____

_____ (this “**Date**”)
_____ (the “**Volunteer**”)
_____ (the “**Volunteer Address**”)