

This is a Sponsorship Agreement (“Agreement”) between Youth Smart Play, LLC (“Client”), and your business (“Sponsor”).

As used in this Agreement, the term “Sponsorship” means the relationship contemplated by this Agreement. Client and Sponsor agree as follows:

1. Sponsorship

1.1 Sponsorship Payment

To support Client’s sport’s organization, Sponsor will make a sponsorship payment to Client in the amount and on the schedule set out in the Sponsorship Application.

1.2 Publicity by Sponsor

Sponsor may identify itself as a sponsor of Client during the term as provided in the Sponsorship Application. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining Client’s prior written consent.

1.3 Sponsor Recognition

Sponsor will be a sponsor of Client during the term or for the event specified in the Sponsorship Application. Client will acknowledge Sponsor in accordance with its agreed upon recognition practices.

1.4 No Substantial Return Benefit

Client will provide Sponsor no “substantial return benefit” as defined in Section 513(i) of the Code and accompanying regulations. For clarity, any acknowledgment or identification of Sponsor will (a) be limited to a statement of acknowledgment or thanks and may include display of Sponsor’s marks in accordance with Section 2, and (b) not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor’s products or services.

1.5 No Endorsement by Client

Client not expected to endorse or promote Sponsor or its products or services beyond , nor will any such endorsement or promotion be implied or construed based on Client’s acceptance of Sponsor’s payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Client, or its respective officers, directors, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship

Unless otherwise provided in the Sponsorship Plan, Sponsor’s sponsorship is non-exclusive. Sponsor understands that Client may enter into sponsorship or other similar arrangements with other companies.

1.7 Qualified Sponsorship Payment

The payment contemplated by Section 1.1 is intended to be a “qualified sponsorship payment” within the meaning of Section 513(i) of the Code, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i).

2. Intellectual Property

2.1 Client Marks Client grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display its marks (“Client Marks”) for the limited purposes set out in Section 1.2.

2.2 Sponsor Marks

Sponsor grants to Client a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display its marks (“Sponsor Marks”) for the limited purposes set out in Section 1.3.

2.3 Ownership

Each of Client and Sponsor acknowledges that (a) it has no interest in the other party’s marks other than the license granted under this Agreement, (b) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other party’s marks will inure solely to the benefit of the other party. Client and Sponsor will comply with any reasonable trademark guidelines that the other may provide. For clarity, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any Client property or Client-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

2.4 Non-Permitted Associations

Sponsor may not use Client Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

3. Relationship

3.1 Contact Person

Client and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified in the Sponsorship Plan. Client and Sponsor each may change its contact person at any time and will so notify the other.

3.2 Independence

Client and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Client and Sponsor for any purpose. Neither Client nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

3.3 Confidentiality

Sponsor will use Confidential Information (as defined below) only in connection with Sponsor’s activities under this Agreement and keep it confidential. “Confidential Information” means all information, in any form, furnished to or obtained by Sponsor from Client including, without limitation, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Sponsor; (b) was known by Sponsor prior to its being furnished by Client; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Client; or (d) is independently developed by Sponsor.

4. Indemnification

4.1 Indemnification by Client

Client will indemnify, defend, and hold Sponsor and its directors, officers, employees, agents, and assigns (collectively, the "Sponsor Parties") harmless against any and all claims, liabilities, losses, damages, and expenses any Sponsor Party may suffer and which arise directly or indirectly from: (a) Client's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Sponsor's use of Client Marks in accordance with the terms of this Agreement. Client will have no obligation to indemnify any Sponsor Party to the extent the liability is solely caused by such Sponsor Party's gross negligence or willful misconduct.

4.2 Indemnification by Sponsor

Sponsor will indemnify, defend, and hold Client and its directors, officers, employees, agents, and assigns (collectively, the "Client") harmless against any and all claims, liabilities, losses, damages, and expenses any Client Party may suffer and which arise directly or indirectly from: (a) Sponsor's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Client's use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify any Client Party to the extent the liability is solely caused by such Client Party's gross negligence or willful misconduct.

5. Termination

5.1 Termination on Notice

Either Sponsor or Client may on its own terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by the terminating party.

5.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, the nonbreaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

5.3 Termination for Conduct

Either Client or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about Sponsor not known to Client at the time this Agreement is signed, it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

5.4 Consequences of Termination

Upon termination of this Agreement, Client and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Client and Sponsor will promptly cease use of any Sponsor Marks and Client Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Client prior to termination. If Sponsor terminates this Agreement

under Section 5.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Client terminates this Agreement under Section 5.1, or if Sponsor terminates this Agreement under Section 5.2 or 5.3, Sponsor will have no remaining payment obligations to Client. If Client terminates this Agreement under Section 5.2 or 5.3, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Sections 2.3, 3.3, 4, 5.4, and 6 will remain effective after termination.

6. General Provisions

6.1 Entire Agreement

This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Sponsor and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and Client relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Sponsor and Client which recites that it is an amendment to this Agreement.

6.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client.

6.6 Third-Party Beneficiaries

Except as provided in Section 4, this Agreement is for the exclusive benefit of Sponsor and Client and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, vendor, or client of Sponsor or Client.

6.7 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.

6.8 Governing Law

This Agreement will be governed by North Carolina law.

6.9 Arbitration

Sponsor and Client agree that any and all unresolved claims and disputes between them, shall be resolved exclusively by final and binding individual (and not joint, class, collective or representative) arbitration, including, but not limited to, claims or disputes for or arising out of or based on this Agreement or its breach, termination or services provided under it, tort, contract, the common law, expenses, benefits, interest, liquidated damages, attorneys' fees and any other right or remedy under any local, state or federal law, rule, regulation or statute. Both parties understand and agree that all claims and disputes subject to this arbitration will be resolved by a neutral third person outside of court without a jury and that they are waiving their rights to sue in court, to have a jury trial and to bring, join, benefit from or participate in any joint, class, collective or representative action or proceeding for such claims and disputes. Any claims or disputes between either the Sponsor or the Client and any Affiliate of the other party ("Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with either party) or between either the Sponsor or the Client and the employees, officers, directors, shareholders, representatives, agents or assigns of the other party or any Affiliate of the other party will also be resolved by the foregoing individual arbitration process.

The arbitration will adhere to all federal, state, county, and/or municipality arbitration laws, statutes, rules, etc. The arbitrator shall have the authority to determine the validity, scope and applicability of this agreement to arbitrate and to order all remedies available in a court of law. The arbitrator shall issue a written decision and award on which judgment may be entered in any court of competent jurisdiction. The arbitrator shall not have the authority to join or consolidate the claims of more than one person or to hear or preside over any form of joint, representative, collective, or class action or proceeding. The Client shall pay all costs of the arbitration other than any filing fees in such amounts as the Sponsor would have incurred in a court of law. The parties will pay their own attorneys' fees, except as otherwise provided by law. The Sponsor may opt out of arbitration under this Agreement by sending the Company a dated and signed written notice stating that he/she wants to opt out of arbitration under the Sponsorship Agreement. The notice must be sent by certified U.S. mail, return receipt requested, or overnight delivery service no later than 30 days after the Sponsor signs this Agreement, to the following address: 7443 Beaufort Cir Charlotte, NC 28227. This arbitration clause shall survive the termination of this Agreement.

6.10 Counterparts This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by PDF of executed counterparts constitutes effective delivery.