

Terms and Conditions

I. Parties

This Sponsorship Proposal is specially prepared for each Sponsor (each Sponsor "Company" hereinafter) by Sausalito Pride (the "Organization" hereinafter).

If the Proposal is approved by accepting the Terms and Conditions and providing payment, it will be accepted as an agreement between the parties and terms and conditions set out below will be binding between the Organization and the Company.

II. Terms

The term of this Sponsorship Agreement begins on the later of the date signed or the date payment is received and accepted and terminates upon the conclusion of Sausalito Pride 2024 at 11:00pm PST on Saturday, June 22, 2024. Except for the confidentiality clause below, issues regulated in this Agreement are valid only during the event period.

III. Subject of the Agreement

The subject of this Agreement is donation of the above-determined amount to the Organization to be used with the specified event and the usage of the visual and written materials of the Company to be determined below within the scope of the events Sponsor Company.

IV. Indemnification

The Company agrees to indemnify and hold Sausalito Pride, the Event facility and its members, volunteers, owners, officers, committees, directors, employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Company has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Organization, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, the Company expressly releases the Indemnitees from any and all claims for loss, damage or injury.

V. Reschedule or Cancellation

The Sausalito Pride is scheduled to take place on June 20, 21 and 22, 2024. The Organization reserves the right to reschedule or cancel the 2024 events or any individual event comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any issue related to the 2024 Sausalito Pride events; or (iv) acts of God or any other cause beyond the Organization's reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe. If the Sausalito Pride events are canceled in whole, the Organization will issue refunds at pro-rata amounts of the total sponsorship fees received less the expenses incurred by the Organization. No further refunds or other amounts will be due from the Organization for any reason. In no case will the amount of refund to a Company exceed the amount of the sponsorship fee actually paid.

VI. Termination

The Organization reserves the right to accept or reject sponsors at its sole discretion. The Organization may terminate this Sponsorship Agreement at any time, in which case the Company's rights will terminate immediately, and the Organization will refund to the Company

any sponsorship fees paid to the Organization less any out of pocket expenses incurred, and return any unused in-kind contribution received, under this Sponsorship Agreement.

VII. Principles of Sponsorship.

The Company agrees to pay the above-mentioned amount to the Organization by the selected method prior to June 1, 2024. If the payment is not made by this date, this Agreement is automatically considered invalid.

- The price paid by the Company shall only be used for the specified event proposal/ agreement.
- The Organization is obliged to submit the receipt and payment documents to the Company upon request.
- If it is understood that the amount paid for the event is used for any other purposes, the Company may take any legal action to recover its damage, including a refund.
- The Organization may include the Company's logo and open trade title under the name of "sponsor" in any kind of promotional documents, posters and brochures, including the event preparation and invitation.
- The use of the Company's logo and trade name is limited to the specified event and shall not be used in any other event of the Organization.
- The Organization cannot use texts, logos, emblems, and similar signs that disrupt public order, discriminate against politics, ethnicity, language, religion, race, gender, violate public morals and good manners, encourage harmful and bad habits, and are prohibited by law in its transactions and advertisements within the scope of the event.

VIII. Miscellaneous

a. Amendments to the Sponsorship Agreement. No term of this Sponsorship Agreement may be amended, modified or waived without the express written permission of each party hereto.

b. Representations and Warranties. Except as expressly set forth in this agreement, the Organization makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the event, sponsorship of the event and sponsorship benefits and any other service provided by to hereunder. The provisions of this paragraph shall survive termination or expiration of the agreement.

c. Limitation of liability. Neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages arising out of or in relation to this agreement, including lost profits regardless of the form of the action or theory of recovery, even if such party has been notified of the possibility of such damages. This limitation of liability shall not apply to the organization's indemnification obligations under this sponsorship agreement or either party's breach of its obligations of confidentiality.

d. Tax Status. Sausalito Pride is a 501(c)(3) nonprofit corporation registered with the Internal Revenue Service. Our tax identification number is 93-4470842 and our non-profit determination letter is available upon request.

IX. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and

performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party.

This Section shall survive the termination of this Agreement for any reason.

X. Acceptance of Agreement

This Agreement shall become effective as of acceptance of the Terms and Conditions and payment of Sponsorship to the Organization.