2022 FDC Sponsorship and Advertising Terms and Conditions

The Sponsorship and Advertising Opportunities listed on pages 22 & 23 of the 2022 Exhibitor Prospectus (hereafter the "Agreement") is being organized by the Florida Dental Association ("FDA"), a Florida non-for-profit corporation. You, the Sponsor (hereafter the "Sponsor"), agree to abide by the terms and conditions herein.

1. **Sponsorship.** FDA, in furtherance of its tax-exempt purposes, conducts sponsorship opportunities indicated on pages 22 & 23 of the 2022 Exhibitor Prospectus, hereinafter as "Events". The Events are included in the Florida Dental Convention of the Florida Dental Association. Sponsor desires to sponsor the Events; and FDA desires to permit Sponsor to sponsor the Events on a non-exclusive basis in exchange for certain compensation, during the terms (as defined herein):

(a) FDA shall identify and acknowledge Sponsor as a sponsor of the Events, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (the "Code"), and the Treasury regulations thereunder. Such identification and acknowledgment shall include displaying Sponsor's corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder) on the said and applicable Events in connection with the Events, as well as on other appropriate promotional media and materials in connection with the Events. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by FDA in its sole discretion.

(b) Sponsor shall provide to FDA, and allow it to use its trademarks, servicemarks, logos and other information, content and materials (in printed, electronic and/or other form) (collectively, the "Sponsor Marks") in connection with Sponsor's sponsorship of the Events; provided, however, that all uses of Sponsor's Marks shall be determined by FDA in its sole discretion and shall be in accordance with Section 2 below.

2. **Limited License to FDA.**
(a) Subject to the provisions of this Agreement, Sponsor hereby grants to FDA a non-exclusive, nontransferable, revocable license to use the Sponsor Marks solely in connection with Sponsor's sponsorship of the Events (the "FDA License"). FDA shall have no right to sublicense the Sponsor's Marks.

(b) All uses of the Sponsor Marks by FDA shall be in connection with goods and/or services of a consistently high standard of quality, commensurate with the current standards and reputation for quality associated with FDA, and the provision of the goods and/or services under the Sponsor Marks shall not reflect adversely upon the Sponsor Marks or Sponsor.

(c) Except as expressly granted to FDA under the terms of this Agreement, all right, title and interest in and to the Sponsor Marks shall at all times remain with Sponsor. FDA shall not take any action that is inconsistent with Sponsor's ownership of the Sponsor Marks or that would impair Sponsor's rights in the Sponsor Marks, and all goodwill and benefits accruing from use of the Sponsor Marks shall inure to the benefit of Sponsor. FDA shall not, at any time, seek to register the Sponsor Marks.

(d) Sponsor represents and warrants to FDA that (i) it has the full right, power and authority to license the Sponsor Marks to FDA pursuant to this Section 2; and (ii) use of the Sponsor Marks by FDA pursuant to the terms of this Agreement will not infringe upon the proprietary rights of any person or entity.

(e) Sponsor hereby represents and warrants to FDA that as of the date hereof (i) Sponsor is a corporation duly organized, validly existing and in good standing under the laws of their residing State or Providence, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action; (ii) this Agreement is the legal, valid, and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms; and (iii) none of the execution, delivery or performance of this Agreement by Sponsor will conflict with, result in a breach or violation by Sponsor of or constitute a default under, any of the terms, conditions or provisions of any contract, agreement or other instrument to or under which Sponsor is bound or affected.

3. **Term.** The Term of the Agreement will commence on June 22, 2022 and will terminate immediately upon conclusion of the Events ("Term"), unless terminated earlier by either party as set forth in Section 8 below.

4. **Contribution Schedule.**
(a) Sponsor agrees to make a cash contribution to FDA in the total amount stated on pages 22 & 23 of the 2022 Exhibitor Prospectus in a single lump-sum with the submission of this Agreement. Sponsor acknowledges that no part of the sponsorship fee shall be returned to the sponsor.

(b) The cash contribution known as the "sponsorship fee" is compensation to the FDA for the Sponsor License, right to sponsor the event and right to receive marketing benefits from being acknowledged by FDA as a sponsor of the Event during the terms of this agreement. Sponsor agrees that the sponsorship fee is an accurate representation of the rights provided and will not request documentation of expenses from the FDA.

(c) To the extent that any portion of a payment under this Section 4 would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of such payment and the other portion of such payment shall be deemed and treated as separate payments.

5. **Obligations.** The Sponsor agrees to adhere to applicable Events deadlines and provide artwork for the Events by the deadlines put forth by the FDA. The sponsor will be forwarded a detailed schedule after execution of this Agreement. If submission deadlines are missed it could result in loss of benefits or opportunities associated with the said Event(s). If Sponsor fails to meet the deadlines, Sponsor is still held liable for the cash contribution outlined in Section 4.

6. **Relationship of Parties.** The relationship of sponsor and FDA to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that FDA is in the business of providing the products and/or services provided by Sponsor.

7. **Indemnification.** Sponsor hereby agrees to indemnify, save and hold harmless FDA and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees or agents; (ii) any use of Sponsor's name, trademarks, service marks, logo, website or other information, materials, products or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. FDA shall promptly notify Sponsor upon receipt of any claim or legal action referenced in this Section 7. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. **Termination.** This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting the material breach; or (ii) at any time upon the mutual written consent of both parties.

9. **Warranties.** Sponsor and FDA covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.

10. **Waiver.** Either Sponsor's or FDA's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

11. **Governing Law.** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Florida. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Florida.

12. **Headings.** The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

13. **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either Sponsor or FDA without the express prior written consent of the other party.

14. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

15. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

16. **Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

17. **Notice.** All notices or communications required or permitted hereunder must be in writing and shall be deemed to have been duly given (a) upon delivery, if delivered personally; (b) on the first business day after transmission, if delivered by facsimile transmission and such delivery is confirmed telephonically; or (c) on the first business day after the mailing or sending of such notice by commercial overnight courier (e.g. Federal Express), to the following addresses: If to FDA: Florida Dental Association, Attention: Exhibits Coordinator, 545 John Knox Road, Ste. 200, Tallahassee, FL 32303, Ph. (850) 681-3629, Fax (850) 561-0504. If to Sponsor: the address indicated on Sponsorship & Opportunities Form.

18. **Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

19. **Rejection of Application.** FDA reserves the right to reject a sponsor application if the sponsor is not a contracted exhibitor. The FDA also reserves the right to reject a sponsorship application if a company is incompatible with the general character and educational objectives or reflects unfavorably on the character of Florida Dental Convention of the Florida Dental Association. The enforcement of this right is at the sole and absolute discretion of FDA management.