



SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into as of June 14, 2021 ("Effective Date")

BETWEEN: **The National 8(a) Association** (the "Organizer"), a non-profit company with its primary office located at:

101 E 9th Avenue, Suite 9B
Anchorage, AK 99501

AND: **PilieroMazza PLLC** (the "Sponsor") a company with its primary office located at:

888 17th Street, NW, 11th Floor
Washington, DC 20006

WHEREAS, Organizer has the exclusive right to organize and conduct a virtual event known as the "National 8(a) Association 2021 New Orleans Regional Conference" to be held October 18-20, 2021.

WHEREAS, Sponsor has determined to provide financial support in the form of sponsorship for the event in exchange for certain promotional rights and items to be provided by Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. OFFICIAL STATUS

Organizer grants to Sponsor the right during the Term of this Agreement to use Organizer's Trademarks as described herein in advertising and promoting Sponsor's involvement in the Event as defined herein.

2. ADVERTISING AND PROMOTION

2.1 Subject to Organizer's rights of approval as described in this Agreement, Sponsor shall have the right to use Organizer's Name and Logo ("Marks") in advertising and promotional activities as it deems appropriate for this Event during the term of this Agreement.

2.2 Organizer shall provide the following to Sponsor during the Term of this Agreement:

2.2.1. *Conference Lanyard Sponsorship:*

The right to have Sponsor's Marks on the Conference Lanyard

The right to one Conference Registration

2.2.2. The right participate in one (1) Breakout Speaking Panel Session

2.2.3. The right to have Sponsor's Marks on the Organizer's website linked to Sponsor's website through the final day of the Event (October 20, 2021) on the General Conference page;

2.2.4. The right to have Sponsor's Marks on emails, social media, website, and other marketing used by Organizer in connection with the promotion of the



Event;

2.2.5. The right to pre-event acknowledgement;

2.2.6. The right to General and Closing Session Recognition

3. SPONSORSHIP FEE

In consideration of the full performance by Organizer of all of its obligations hereunder and of all rights granted hereunder to Sponsor, Sponsor shall pay to Organizer in the form of a check or direct deposit, the sum as follows:

\$2,500.....Due By, July 15, 2021

4. LICENSE AND USAGE

Sponsor hereby grants to Organizer a non-exclusive, non-transferable license to use their Marks solely for the purposes contemplated hereunder, provided that all such use and reference of the Marks comply with the branding (and co-branding) and trademark specifications and requirements provided by Sponsor to Organizer in a timely fashion, and provided further that Sponsor has had the opportunity to review and approve all such advertising and promotional materials containing any reference to the Marks. All right, title, and interest in and to the Marks shall remain the exclusive property of Sponsor, and all goodwill arising from such use of the Marks shall inure to the benefit of Sponsor. Nothing herein shall be construed to grant any right or license to the Marks except as expressly provided in this Agreement.

5. WARRANTIES

Each party hereby represents and warrants that: (i) such party is duly organized and validly existing under the laws of the state of its incorporation or partnership and has full power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable with its terms; (iv) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (v) all content provided by it hereunder shall be its original work or work subject to valid license and shall not infringe upon any third party's copyright or other rights, including, without limitation, the rights of privacy and publicity.

6. INDEMNITY

Organizer shall indemnify and hold harmless Sponsor from and against any liabilities, claims, or demands (including the reasonable costs, expenses, and attorneys' fees on account thereof) arising out of: (i) any action negligently taken or omitted to be taken by Company, its employees, representatives, or agents in violation of the terms of this Agreement; (ii) any improper use of the Sponsor logo by Organizer, its employees, representatives or agents; (iii) any failure by Organizer, its employees, representatives or agents to comply with any applicable laws and regulations relating to



the performance of this Agreement; or (iv) any breach of any representation or warranty made by Organizer herein. Sponsor shall promptly notify Organizer in writing of any written claims or demands made against Sponsor for which Organizer is liable hereunder.

7. TERM AND TERMINATION

This Agreement shall become effective on the date first above written and shall expire on August 31, 2021, unless terminated earlier or renewed pursuant to the terms hereof (Term).

8. CANCELLATION AND PREEMPTION

In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of 50% of the Sponsorship Fee [or a pro rata portion thereof if the Event took place only in part].

9. COVID-19 IMPACTS

Sponsor acknowledges that the COVID-19 pandemic continues to impact travel, tourism, events, and conferences and may impact the Conference. The Association will use reasonable efforts to host the conference as it deems fit and as circumstances may allow in light of the pandemic, based on applicable state and federal laws, guidance, and recommendations. This may include hosting the conference at a reduced attendance level, hosting the entire conference virtually, or hosting the conference using a hybrid of in-person and virtual approaches. Due to the uncertainties associated with the pandemic, the Association does not guarantee any level of in-person attendance. The Association shall not be liable or responsible to the Sponsor, nor deemed as having defaulted under or breached this Agreement, for any reductions in attendance, changes in agenda, or cancellations caused by or reasonably attributable to the COVID-19 pandemic and its effects.

10. ARBITRATION

The parties agree that any dispute between them arising out of, based on, or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the United States. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Marks.

11. MISCELLANY

10.1 Confidentiality. In furtherance of this Agreement, a party (the “**Disclosing Party**”), may have provided or may provide to the other party (the “**Receiving Party**”), or the Receiving Party may otherwise have gained or will gain access to, confidential proprietary information (the “**Confidential Information**”) belonging to the Disclosing Party. The Receiving Party shall protect and treat the Disclosing Party’s Confidential Information as it would its own. The Receiving Party may

¹Small business attendees who opt in during registration to receive information from National 8(a), partners, and sponsors.

²We reserve the right to withhold the contact list in the future if any of the above are not adhered to.



disclose the Proprietary Information only to responsible employees and agents of the Receiving Party who need to know only to the extent necessary for the Receiving Party to participate in the Conferences and otherwise to perform its obligations and exercise its rights hereunder.

10.2 No Joint Venture or Partnership

This Agreement shall not be deemed to create a joint venture, principal-agent, employer-employee, partnership, teaming, or similar relationship between Organizer and Sponsor.

10.3 Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

10.4 Notices

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex.

10.5 Governing Law [and Consent to Jurisdiction]

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the United States, without reference to conflicts of law principles.

10.6 Nonassignment

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

12. Complete Agreement

This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

13. Binding Agreement

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ORGANIZER

National 8(a) Association

SPONSOR

PilieroMazza PLLC

/s/Sheryl K. Miller



Authorized Signature

Rachelle L. Shapiro, Director of Strategic Partnerships

Print Name and Title

6/14/21

Date

Authorized Signature

Sheryl K. Miller
Director of Client Engagement

Print Name and Title

June 21, 2021

Date