



Sponsorship Agreement

This **Sponsorship Agreement** ("Agreement"), effective as of the purchase date, is by and between the **Society of Cosmetic Chemists** ("SCC"), a Delaware non-profit 501c3 corporation with primary offices located at 14 Wall Street, Suite 1620, New York, NY 10005, and **Sponsor** ("Sponsor").

SCC and **Sponsor** agree as follows regarding the Society of Cosmetic Chemists' 76th Annual Scientific Meeting & Showcase, December 12-14, 2022 ("Event"):

Section 1: Sponsorship

a. Sponsorship Payment

To support SCC's mission and activities, Sponsor will make a sponsorship payment to SCC in the amount set forth on the invoice according to its terms. The payment contemplated 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).

b. Publicity by Sponsor

Sponsor may identify itself as a corporate sponsor of SCC during the term of this Agreement. 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 SCC's prior written consent.

c. Sponsor Recognition

Sponsor will be a corporate sponsor of SCC during the term or for the event specified. SCC will acknowledge Sponsor in accordance with its customary sponsor recognition practices and identify Sponsor as a corporate sponsor as agreed upon.

d. No Endorsement by SCC

Under no circumstances will SCC be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on SCC's acceptance of Sponsor's payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that SCC, or its respective officers, directors, or employees, endorse Sponsor or its products.

e. Non-Exclusive Sponsorship

Unless otherwise indicated, Sponsor's corporate sponsorship is non-exclusive. Sponsor understands that SCC may enter into corporate sponsorship or other similar arrangements with other companies.

rights in any SCC property or SCC-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

Section 3: Relationship

a. Contact Person

SCC and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified when purchased. SCC and Sponsor each may change its contact person at any time and will so notify the other. Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to these contact person(s). These persons or addresses may be changed by written notice to the other party.

b. Independence

SCC and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between SCC and Sponsor for any purpose. Neither SCC 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.

c. Confidentiality

SCC and Sponsor will use Confidential Information 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 either party from including, without limitation, employee, customer, donor, and other data; budget and other financial data; program plans and strategies; technical data and research; or other data/information pre-identified by either party as confidential.

Section 2: Intellectual Property

a. Ownership of Marks

Each of SCC 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. SCC 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

Section 4: Indemnification

a. Indemnification by SCC

SCC 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) SCC'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 SCC Marks in accordance with the terms of this Agreement. SCC 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.

b. Indemnification by Sponsor

Sponsor will indemnify, defend, and hold SCC and its directors, officers, employees, agents, and assigns (collectively, the "SCC") harmless against any and all claims, liabilities, losses, damages, and expenses any SCC 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 SCC's use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify any SCC Party to the extent the liability is solely caused by such SCC Party's gross negligence or willful misconduct.

Section 5: Term & Termination

a. Term

The term of this Agreement commences as of the Date of Purchase and, unless terminated for Breach or Conduct as described herein, will continue in effect until completion of the Event and/or both parties' fulfillment of their respective obligations.

b. 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 thirty (30) days after receipt of such notice, the non-breaching 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.

c. Termination for Conduct

Either SCC or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about either party 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.

d. Consequences of Termination

Upon termination of this Agreement, SCC and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. SCC and Sponsor will promptly cease use of any Sponsor Marks and SCC Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to SCC prior to termination. If Sponsor terminates this Agreement under Section 5.b or 5.c., the terminating party will have no remaining payment obligations. If SCC terminates this Agreement under Section 5.b. or 5.c., Sponsor will be responsible for all remaining payments.

Section 6: General Provisions

a. Entire Agreement

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

b. Amendment

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

c. 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.

d. Assignment

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

e. Governing Law

This Agreement will be governed by New York State law.