USA/Canada Lions Leadership Forum
September 16-18, 2027
Huntsville, Alabama

LOGO SUB-LICENSE AGREEMENT

THIS SUB-LICENSE AGREEMENT (the "Agreement"), is made as of _____ __, 20____ (the "Effective Date") by and between the USA/Canada Lions Leadership Forum, a charitable not-for-profit entity organized in accordance with the laws of Illinois, with a principal office at 21 Giants Drive, Rapid City, South Dakota 57701 USA ("Sub-Licensor"), and _____, a _____ organized in accordance with the laws of _____, with a principal office at _____ ("Sub-Licensee") (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

WHEREAS, Sub-Licensor operates the USA/Canada Lions Leadership Forum (the "Forum"), an annual forum for Lions Clubs members in the United States and Canada (the "Territory");

WHEREAS, Sub-Licensor is a party to that certain License Agreement with The International Association of Lions Clubs ("LCI"), dated as of December 8, 2016 (the "License Agreement"), granting Sub-Licensor the right to sub-license the right to use the trademark shown on the attached Exhibit A (the "Licensed Mark") for the production of jewelry and clothing (excluding vests) for sale and distribution in connection with the Forum;

WHEREAS. the Sub-Licensor also has been granted the right to use the trademark shown on the attached Exhibit B relating to the Lions University also for the production of jewelry and clothing (excluding vests) for sale and distribution in connection with the Forum;

WHEREAS, Sub-Licensee desires to use the Licensed Marks in connection with producing items for sale and distribution in connection with the Forum, and Sub-Licensor is willing to grant such a sub-license to Sub-Licensee, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

TERMS

1. GRANT OF SUB-LICENSE.

a. Subject to the terms and conditions set forth in this Agreement, Sub-Licensor hereby grants to Sub-Licensee, and Sub-Licensee accepts, a non-exclusive,

non-transferable, non-sublicensable, revocable sub-license to use the Licensed Marks within the Territory for the purpose of manufacturing and selling the following jewelry, clothing, and other items for sale and distribution in connection with the Forum (the "Licensed Products"):

i. _____

ii. _____

iii. _____

b. All rights not expressly granted by Sub-Licensor in this Agreement are reserved. Nothing herein confers on Sub-Licensee any right, title or interest in the Licensed Marks other than the limited right to use same in accordance with this Agreement.

2. SUB-LICENSE RESTRICTIONS. Without limitation of the foregoing, Sub-Licensee acknowledges and agrees that the sub-license granted under this Agreement shall be subject to the following restrictions:

a. Sub-Licensee shall not manufacture, distribute or sell vests displaying the Licensed Marks;

b. Sub-Licensee shall not sell any goods bearing the Licensed Marks with the knowledge that the goods are to be resold outside the Territory;

c. Sub-Licensee shall not use, apply to register, or own any trade name, trademark, copyright, service mark, domain name, or trade dress which incorporates, is likely to be confused with, or would tend to dilute, the Licensed Marks.

d. Sub-Licensee shall not use the Licensed Marks in a manner that is intended to disparage LCI or harm the goodwill associated with the Licensed Marks; and

e. Sub-Licensee shall not mutilate, amend, edit, or make any revisions to the Licensed Marks.

f. This Section 2 shall survive the termination of this Agreement.

3. OWNERSHIP. Sub-Licensee acknowledges and agrees that:

a. The Licensed Marks, all goodwill associated therewith, and all applications and registrations therefor, are owned solely by LCI, and Sub-Licensee shall not directly or indirectly contest such ownership.

b. All use of the Licensed Marks shall incur solely to the benefit of LCI.

c. Sub-Licensee shall assist and cooperate with LCI as to any action LCI determines is necessary to perfect, enforce, or secure LCI's rights, title and interest in the Licensed Marks, and Sub-Licensee shall use its commercially reasonable efforts to protect the Licensed Marks and to report promptly to Sub-Licensor any infringement of the Licensed Marks of which Sub-Licensee has become aware.

d. All uses of the Licensed Marks by Sub-Licensee shall be in compliance with LCI's trademark guidelines, as developed by LCI from time to time and furnished to Sub-Licensee by Sub-Licensor.

4. PAYMENT TERMS; AUDIT. In consideration of the sub-license granted under this Agreement, Sub-Licensee shall pay Sub-Licensor the following amounts (collectively, the "Sub-License Fee"):

a. Fifteen percent (15%) of the Net Selling Price on all sales of all Products at the Forum in the Forum Store (the "Commission"). "Net Selling Price" means the amount received by Sub-Licensee from its customers for the purchase of the Licensed Products, less any discounts for volume, promotion, defects, or freight.

b. Ten percent (10%) of the Net Selling Price on all sales (online and/or direct sales) of Licensed Products in the Territory outside of the Forum (the "Royalty"). "Net Selling Price" means the amount received by Sub-Licensee from its customers for the purchase of the Licensed Products, less any discounts for volume, promotion, defects, or freight.

c. Fifteen percent (15%) of the Net Selling Price on all sales of Licensed Products in an Exhibit Booth at the Forum (the "Royalty"). "Net Selling Price" means the amount received by Sub-Licensee from its customers for the purchase of the Licensed Products, less any discounts for volume, promotion, defects, or freight.

d. Within thirty (30) days after the end of each Calendar Quarter, Sub-Licensee shall prepare and deliver to Sub-Licensor or its agent statements of Royalty and sales revenue for such Calendar Quarter for all amounts due Sub-Licensor under this Agreement, together with payment of the Royalty amounts due. For purposes of this Section, "Calendar Quarter" means a three (3) consecutive calendar month period ending March 31, June 30, September 30, and December 31 of each year. In the event Sub-Licensee has no sales for any given Calendar Quarter, Sub-Licensee shall submit a report stating that there were no sales. Interest on all monies due Sub-Licensor but not timely paid shall accrue at an annual rate of ten percent (10%) or the maximum rate permitted by law, whichever is lower, until paid.

e. Sub-Licensee shall keep accurate records of all transactions made by it pursuant to this Agreement and, upon request of Sub-Licensor, shall furnish to Sub-Licensor accurate evidence of all such transactions for the requested period. To the extent available, such evidence shall include, but not be limited to, copies of sale invoices, Royalty deposit slips, and such other reasonable evidence as Sub-Licensor shall require.

f. For a period up to two (2) years after the termination of this Agreement and to the extent legally permissible and upon reasonable notice by Sub-Licensor, Sub-Licensee shall permit Sub-Licensor, or a third party reasonably acceptable to the Parties, access to any area of Sub-Licensee's facilities, personnel, computer systems and books and records as may relate to Sub-Licensee's performance under this Agreement, to determine Sub-Licensee's compliance with this Agreement.

5. QUALITY CONTROL.

a. The nature of each of the Licensed Products on which the Licensed Marks are ~~is~~ to be used shall be approved by Sub-Licensor before the manufacture thereof.

b. Sub-Licensee agrees to at all times maintain high quality standards, consistent with the reputation, goodwill and standards of LCI. All Licensed Products produced by Sub-Licensee shall comply with written quality control standards as developed by LCI from time to time and furnished to Sub-Licensee by Sub-Licensor.

c. Sub-Licensee shall allow Sub-Licensor's authorized agents at any and all times during regular business hours to enter Sub-Licensee's premises where the Licensed Products are being manufactured and/or distributed to inspect the same.

d. Sub-Licensee shall submit a physical or digital sample of the Licensed Products, and all cartons, containers, packaging documentation, advertising or other materials that bear the Licensed Marks to Sub-Licensor for approval (which approval shall not be reasonably withheld). The Licensed Products may not thereafter be materially changed without written approval of the Sub-Licensor.

6. TERM AND TERMINATION; EFFECT OF TERMINATION

a. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for one (1) year (the "Term"), unless earlier terminated in accordance with this Section 6. Thereafter, unless either Party provides the other Party written notice of its termination of this Agreement sixty (60) days prior to the then

effective termination date of this Agreement, the Agreement shall automatically renew for successive one (1) year time periods (each a "Renewal Term").

b. This Agreement shall terminate automatically upon the termination or expiration of the License Agreement.

c. Either Party may terminate this Agreement for any reason or for no reason upon sixty (60) days notice to the other Party.

d. In the event of a breach of this Agreement by either Party, the non-breaching Party shall have the right to terminate this Agreement if the breaching Party fails to substantially cure such breach within thirty (30) days of receipt of notice specifying the breach. If the breach is not cured within such cure period, the non-breaching Party shall have the right to send the breaching Party a final notice of termination which shall take effect upon receipt.

e. If (a) a petition in bankruptcy is filed by either Party, (b) a petition in bankruptcy is filed against either Party and such petition is finally sustained, (c) a petition for arrangement is filed by either Party or a petition for reorganization is filed by or against either Party, and an order is entered directing the liquidation of such Party as in bankruptcy, (d) either Party makes an assignment for the benefit of creditors, or (e) either Party liquidates its business for any cause whatsoever, the non-bankrupt or liquidating Party may terminate this Agreement immediately by notice to the other.

f. Upon termination of this Agreement, Sub-Licensee shall cease all use of the Licensed Marks, pay any Royalties owed as of the date of termination, and deliver to Sub-Licensor, free of any charge to Sub-Licensor, all signs, labels, packaging materials, advertising and similar items bearing the Licensed Mark that are then in the possession of the Sub-Licensee.

7. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other that (i) it has full right, power, and capacity to enter into and fully perform its obligations under this Agreement, and (ii) it is not subject to or bound by any contractual or other obligation that is inconsistent with the terms of, or would interfere with the transactions contemplated by, this Agreement. SUB-LICENSOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MARKS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. INDEMNIFICATION. Sub-Licensee shall indemnify, defend and hold harmless Sub-Licensor, LCI, their respective directors, officers, agents, and all Lions and Leo districts and all Lions and Leo clubs and their individual members from any losses, damages or costs that may be adjudged against them or any one or more of them, as a result of any claims or causes of action, of any manner, arising out of or related to (i) the production, distribution, sale,

advertising, promotion or use of the Licensed Products, or (ii) Sub-Licensee's breach or default of this Agreement.

9. LIMITATION OF LIABILITY. SUB-LICENSOR'S ENTIRE AND CUMULATIVE LIABILITY TO SUB-LICENSEE FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OF THE LICENSED MARKS, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ROYALTIES PAID TO SUB-LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL SUB-LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SUB-LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUB-LICENSOR AND SUB-LICENSEE AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENT BARGAINED FOR ALLOCATIONS OF RISK, AND THAT THE FEES, CHARGES, AND COSTS OWING UNDER THIS AGREEMENT, REPRESENT THE ALLOCATIONS OF SUCH RISK.

10. MISCELLANEOUS

a. Governing Law. The validity, construction, interpretation and performance of the terms, covenants and conditions stated in this Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of laws principles.

b. Notice. Except when changed as hereinafter set forth, all notices, demands or other writings in this Agreement required to be given, made or sent by either Party hereunder to the other shall be addressed as follows:

TO SUB-LICENSOR:

General Chairperson
USA/Canada Lions Leadership Forum
21 Giants Drive
Rapid City
South Dakota 57701 USA

TO SUB-LICENSEE:

_____
_____
_____
_____

Notice of change in the mailing address of either party shall be given to the other party in writing and shall become and be effective ten (10) days after the receipt of such address change notice.

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and merges and supersedes all prior discussions, writings and negotiations between the parties with respect to the subject matter hereof.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Amendment. The Parties may amend, modify or alter any of the provisions of this Agreement, but only by a written instrument duly executed by both Parties.

f. Waiver. The failure of a Party to enforce at any time, for any period, any of the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party thereafter to enforce each such provision.

g. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

h. Relationship of the Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, or joint ventures. Neither Sub-Licensor nor Sub-Licensee shall have the power to bind or obligate the other in any manner whatsoever.

i. Assignment; Binding Effect. This Agreement and the rights and obligations hereunder are assignable by Sub-Licensor without the consent of Sub-Licensee, but are personal to Sub-Licensee and non-transferrable. Sub-Licensee acknowledges that all rights of Sub-Licensor hereunder may be transferred to LCI or an entity designated by LCI pursuant to the License Agreement or any other agreement between Sub-Licensor and LCI. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

j. Survival. The rights and obligations that by their nature should survive or extend beyond the termination or expiration of this Agreement, or as otherwise expressly provided herein, shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized officers on the day and year first hereinabove written.

SUB-LICENSOR **USA/Canada Lions Leadership Forum**	**SUB-LICENSEE** **[INSERT ENTITY NAME]**
PRINT	PRINT
DATE	DATE

EXHIBIT A

Licensed Mark

EXHIBIT B

Licensed Mark

LIONS UNIVERSITY