**GOLF SPONSORSHIP AGREEMENT**

This Golf Sponsorship Agreement (“Agreement”) is made by and between BNI, together with its related affiliates (collectively “BNI”) and the undersigned(“Sponsor”). BNI and Sponsor are collectively referred to hereinafter as the “Parties” and referred to singularly as a “Party.”

**WHEREAS**, BNI is pleased to provide Sponsor with certain marketing and promotional opportunities and exposure during its Golf Event (“Event”) in exchange for Sponsor’s sponsorship of the Event and payment of the selected sponsorship fee (“Sponsorship Amount”) to BNI. The Event is anticipated to occur on September 17, 2024, subject to any necessary or required rescheduling or adjustment.

**NOW, THEREFORE,** in consideration of the preceding statements, which are deemed to be a substantive part of this Agreement, and the mutual covenants, promises, agreements, representations and warranties hereinafter set forth, the Parties agree as follows:

1. **Selection of Sponsorship Package.**

Sponsor has selected a sponsorship package and agrees to pay to BNI the sponsorship fee upon execution of this agreement (“Sponsorship Fee”). The Sponsorship Fee is non-refundable.

2. **License Grants**.

(a) BNI License. During the term of the Agreement, as set forth in Section 4 hereof, BNI grants to Sponsor a limited, revocable, non-exclusive, non-transferable, non-sublicensable license (the “BNI License”) to use and display BNI’s name, logo, and intellectual property created for the Event (collectively “BNI IP”) on its website and in its marketing materials solely for the purposes of indicating its sponsorship of BNI and promoting the Event. Each use by Sponsor of BNI IP shall be subject to BNI’s prior written approval and shall in all cases: (i) positively portray BNI and the Event, as applicable; and (ii) comply with BNI’s branding guidelines, a copy of which will be made available to Sponsor upon request. In no event shall any BNI IP be placed on, next to, adjacent to, or otherwise used in connection with any content that is offensive, immoral, illegal, unethical, or which would otherwise reasonably negatively reflect on BNI, the Event, or the BNI IP. BNI may terminate the BNI license upon written notice to Sponsor and such license shall be deemed automatically terminated upon the termination of the Agreement. Except for the license granted pursuant to this Section 1(a), BNI shall solely hold and own all right, ownership, interest, and title in and to the BNI IP.

(b) Sponsor License. During the term of the Agreement, as set forth in Section 4 hereof, Sponsor grants to BNI a non-transferable, non-exclusive royalty free limited license (the “Sponsor License”) to use and display Sponsor’s name, logo, and trademarks (collectively the “Sponsor IP”): (i) for the purpose of identifying and promoting Sponsor as a sponsor of the Event; (ii) in BNI’s marketing and promotional materials for the Event (including without limitation sponsorship lists, Event signage, and Event programs); and (iii) in connection with BNI’s provision of the benefits set forth in the Agreement. Notwithstanding the term of the Sponsor License set forth above, after the termination of such license, BNI is authorized by Sponsor to continue the use, publication, distribution, or other display of any marketing materials, promotional materials, advertisements, pamphlets, lists, or other materials which contain or incorporate Sponsor IP after the termination of such license to the extent the foregoing were created, published, or produced prior to the termination or expiration of the Sponsor License. Except for the license granted pursuant to this Section 1(b), Sponsor shall solely hold and own all right, ownership, interest, and title in and to the Sponsor IP.

3. **Substitution of Benefits**. Sponsor and BNI acknowledge that a certain sponsorship package was selected by Sponsor and that Sponsor will receive the benefits of the package selected. In the event that the sponsor benefit becomes impractical or otherwise unavailable. In such event, no default will be deemed to have occurred and BNI will have no obligation to provide such sponsorship benefit.

4. **Representations and Warranties**. BNI makes no representations or warranties with respect to the sponsorship or any Event, and all representations or warranties, express and implied (including without limitation any warranty of fitness for a particular purpose, merchantability, publicity, tax deductibility of the Sponsorship Amount, and availability) are hereby disclaimed. Sponsor represents and warrants to BNI: (a) it has all power, authorizations, consents, and authority necessary to execute, deliver, and perform the Agreement and the person executing the Agreement on behalf of Sponsor has full authority to do so and bind Sponsor to the Agreement; (b) execution and performance of the Agreement will not conflict with Sponsor’s obligations under its charter, or any other agreement or instrument to which Sponsor is a party or by which Sponsor is bound; (c) Sponsor has no knowledge of adverse claims which would affect the Agreement or any obligations hereunder; and (d) the Sponsor IP, and BNI’s use of the Sponsor IP as herein contemplated, does not and will not violate the intellectual property rights or other proprietary rights of any third party.

5. **Term and Termination**. The Agreement shall be effective as of the date executed by the Parties and shall automatically terminate ten (10) days after the conclusion of the Event, unless terminated earlier as follows:

(a) Event Modification/Cancellation. If holding the Event becomes impractical in the reasonable discretion of BNI or for any other reason will not occur, the Agreement shall terminate: (i) if a substitute sponsorship benefit (including without limitation the same or similar benefit to a similar event or the rescheduled date or time of the Event) is provided in lieu of the Event automatically ten (10) days after the occurrence or provision of such substitute sponsorship benefit; or (ii) if a substitute sponsorship benefit is not provided in lieu of the Event upon the earlier of Sponsor’s receipt of notice from BNI that no substitute sponsorship benefit will be provided or thirty (30) days after the originally scheduled date of the Event.

(b) Termination for Cause. BNI may immediately terminate the Agreement upon written notice to Sponsor if: (i) Sponsor fails to pay the Sponsorship Amount to BNI; (ii) Sponsor’s acts, omissions, decisions, or the nature of Sponsor’s business is or becomes unethical, inconsistent with public policy or the values represented by BNI, or in BNI’s reasonable discretion would otherwise negatively affect the reputation of BNI; or (iii) Sponsor fails to follow any rules established by BNI or the location of the Event.

6. **Indemnification; Limitation on Damages**. Sponsor shall indemnify, defend, and hold harmless BNI and its directors, officers, employees and agents from and against any loss, liability, claims, damages, penalties, expenses, assessments, fees, fines, or other costs (including without limitation attorneys’ fees, expert witness fees, and costs of defense) they may suffer or incur as a result of or arising out of Sponsor’s acts or omissions, including without limitation: (a) Sponsor’s breach of the Agreement or this Addendum; (b) any representations, warranties, or information provided by Sponsor being false or misleading; (c) Sponsor’s misuse or unauthorized use of BNI IP; and (d) the actual or alleged infringement or violation of any third party’s intellectual property rights or other proprietary rights as a result of BNI’s use of the Sponsor IP as contemplated herein. Notwithstanding the foregoing, the Parties agree that neither Party shall be liable for, and in no event whatsoever shall damages or other award based on this Agreement or the performance or failure to perform any provision hereof include, any recovery for loss-of-profits, loss-of-business, special, indirect, consequential or punitive damages. The foregoing limitation shall not apply to the extent that any such damages are awarded to a third party in a claim and such claim is indemnifiable by a Party hereto.

7. **Miscellaneous**.

(a) Construction. It is the intent of the Parties that each word, phrase, sentence, and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

(b) Law and Venue. The Agreement, including without limitation this Addendum, shall be governed exclusively by the laws of the State of Ohio (without regard to its conflict of law provisions). The exclusive venue for all litigation, controversies, or disputes of any kind, arising under the Agreement, including without limitation this Addendum, will be the Courts of Franklin County, Ohio. The Parties voluntarily and intentionally waive any and all legal right to argue that Franklin County is a forum non*-*conveniens or that either is an improper venue for enforcement of the Agreement and Addendum. The Parties submit themselves to the personal jurisdiction of the Courts of Franklin County, Ohio for all litigation, controversies, or disputes of any kind, arising under the Agreement and Addendum.

(c) Force Majeure. BNI will not be liable to Sponsor for any failure or delay in its performance of the Agreement or any Event if such failure or delay arises out of causes beyond the control of BNI, including but not limited to weather, acts of god, terrorist, riots, fire, earthquakes, floods, accidents, strikes, shortages, communication outages, power outages, and widespread contagion or pandemic.

(d) No Partnership. Notwithstanding colloquial descriptions of Sponsor as a “partner,” nothing herein shall be construed as establishing a legal partnership, joint venture or agency relationship between BNI and Sponsor. Neither Party has authority to bind or act in any respect on behalf of the other Party.

(e) Facsimile Signatures and Counterparts. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

(f) Assignment. No Party shall assign this Agreement without the prior written approval of the other Party.

(g) Entire Agreement. The Agreement, and its Addendum, contain the entire agreement between the Parties and supersedes any and all prior understandings or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement or Addendum will be made or be binding unless made in writing and signed by each of the Parties.

(h) Severability. The invalidity or unenforceability of any particular provision of this Agreement or Addendum will not affect the other provisions hereof, and the Agreement and Addendum will be construed in all respects as if such invalid or unenforceable provisions were omitted.