

## CLUB COLORS – BRAND ENGAGEMENT PARTNERSHIP PROGRAM

Welcome to the Club Colors Corporate Brand Engagement Program (the “Agreement”), offering our clients a comprehensive and tailored branding experience. This program (“Program”) provides a dedicated team, a fully optimized online platform, and an extensive suite of branding solutions to meet your unique branding needs. These terms and conditions (“Terms”) serve as the Agreement between you and Club Colors Buyer, LLC (“Club Colors”).

### Program Benefits

Through this Program, Client receives access to a wide array of branding solutions and support services:

#### Full Suite of Branding Solutions:

- **Branded Apparel:** Includes access to our extensive catalog of brands that can be customized utilizing various decoration methods.
- **Promotional Merchandise:** A wide selection of promotional items tailored to gifting needs, events, incentives, trade shows, employee rewards and other branding opportunities.
- **DesignLab:** Access to our internal agency services including: brand development, graphic design, campaign ideation, custom product development, spatial and environmental and event support.
- **Kitting and Fulfillment:** Customizable kitting options for new hire kits, client welcome kits, and event packages with full fulfillment support.

#### Warehousing and Fulfillment

- Club Colors offers warehousing and fulfillment services to support your branding needs. These services are available on an as-needed basis and will be quoted separately based on the specific requirements of your project, including storage, handling, and distribution. We are committed to providing flexible, cost-effective solutions tailored to your needs.

#### Custom BrandShop:

- Curated apparel and promotional merchandise catalog.
- Customized print-on-demand catalog.
- Seasonal catalog updates.
- Proprietary logo database with up to 10 logos per BrandShop.

#### Analytics and Reporting:

- **BrandIQ Analytics:** Standard reporting package that provides insight

to program performance and engagement metrics.

#### Program Management and Support:

- **Dedicated Program Manager:** A single point of contact to oversee all aspects of your program with support from our other functional groups.
- **Training and Onboarding:** Available training materials for your team on how to best leverage the program and navigate and utilize the BrandShop.

#### Brand Compliance and Standardization:

- **Brand Guidelines Compliance:** Ensure all merchandise adheres to your brand’s guidelines for color and logo usage.
- **Quality Assurance:** Strict quality assurance protocols for all items in the program and the BrandShop.

#### Client Requirements

Successful deployment of the brand engagement program requires active participation from the Client. The Client agrees to:

- Designate a primary stakeholder as the main point of contact for all program-related communications.
- Support the marketing of the program and the BrandShop through appropriate internal channels or allow Club Colors to assist with marketing efforts, subject to client approval.
- Provide Club Colors with an annual calendar of events where branded merchandise will be used.
- Meet regularly with the Club Colors team to review program status, with the initial meeting frequency set monthly and adjusted as necessary.

#### Initial Build Fee

- The custom BrandShop will be created and maintained at no charge (*a \$10,000 value waived*).

## Terms and Conditions

As a participant in the BrandShop Program, you agree to the following terms and conditions:

- All non-public, confidential, or proprietary information of Club Colors disclosed to you, whether disclosed orally, in writing, electronically, or in any other form, in connection with the provision of Club Colors' services (the "Services") and this agreement is confidential. Such information shall not be disclosed or copied without prior written consent from Club Colors and shall only be used to make use of the Services.
- Inventory Buyout Obligation (if applicable) : Upon termination of this Agreement, Client agrees to purchase all remaining inventory items specifically procured by Club Colors with Client's prior approval for the purpose of supporting Client's program (the "Inventory Buyout Obligation"). Club Colors will provide a final inventory list along with associated costs for any remaining items, which will be purchased by Client at a discount of 10% off of program price.
- These Terms prevail over any general terms and conditions you may have provided, regardless of when such terms were submitted. The provision of Services to you does not constitute acceptance of your terms and conditions and does not serve to modify or amend these Terms.
- Compliance and Data Security: Club Colors commits to maintaining compliance with all applicable data protection regulations, including PCI-DSS for handling transactions. Client data will be managed and protected in accordance with industry standards and best practices.
- **IN NO EVENT SHALL CLUB COLORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CLUB COLORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- Club Colors' aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, shall not exceed the aggregate amounts paid or payable to Club Colors pursuant to the applicable order confirmation.
- This agreement may be terminated by either party with at least ninety (90) days prior written notice. Fees paid in advance of termination will be prorated to the date of termination, and any unearned portion will be refunded to the Client.

### Effective Date and Term

- This Agreement shall become effective on the date of execution by both parties (the "Effective Date") and shall remain in effect for an initial term of three (3) years unless terminated earlier as provided herein. Upon mutual written agreement, the parties may renew this Agreement for additional terms.

### Preferred Branding Partner Endorsement

- Client agrees to recognize and endorse Club Colors as its preferred branding partner throughout the duration of this Agreement. Client will support the implementation, marketing, and internal adoption of the Brand Engagement Program and associated BrandShop platform.

### Confidentiality

- All non-public, confidential, or proprietary information disclosed by either party in connection with this Agreement shall remain confidential and shall not be disclosed to any third party without prior written consent, except as required by law.

Limitation of Liability

- In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to lost profits or business interruption, arising out of or relating to this Agreement.

Indemnification

- Each party agrees to indemnify and hold harmless the other party and its affiliates, officers, and employees from any claims, damages, or expenses arising from a breach of this Agreement or negligence in performing their obligations hereunder.

Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any disputes arising under this Agreement shall be resolved in the courts located in Illinois.

Entire Agreement

- This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, communications, or agreements, whether written or oral.

(Client Name)

Club Colors

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Authorized Signature

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Authorized Signature

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Printed Name & Title

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Printed Name & Title

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