

Event Sponsorship Agreement

SerenaGroup® Director's Summit

October 18-19, 2023 | New Orleans



This Sponsorship Agreement (this Agreement) is made on the date signed below (the Effective Date) by and between SerenaGroup Research Foundation, a charitable trust organized and existing under the laws of the state of Massachusetts, with its principal office located at 125 Cambridge Park Drive, Ste 301, Cambridge, MA 02140 referred to herein as *Foundation*, and the undersigned sponsor, referred to herein as *Sponsor*. The Foundation and Sponsor are hereinafter sometimes collectively referred to as the Parties or singularly as a Party.

Whereas, Foundation is the organizer of the Event described in Section 1 below; and

Whereas, Foundation and Sponsor have reached an agreement on terms and conditions upon which Sponsor will sponsor the Event and wish to memorialize that agreement herein.

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
 - *Event* means The SerenaGroup® Educational Conferences to be held, **October 18-19, 2022 New Orleans**
- **Sponsorship.** Foundation hereby engages Sponsor, and Sponsor hereby accepts such engagement to be a sponsor of the Event, subject to the terms and conditions set forth in this Agreement.
- **Sponsorship Opportunity and Benefits.**

Sponsorship

\$5,000



- A table in exhibit area.
- Invitation to teambuilding even on October 18, 2023 with SerenaGroup® senior executives and directors.
- Cocktail reception October 19, 2023 in the exhibit area with SerenaGroup® senior executives and directors.
- Networking event with SerenaGroup® directors and senior executives.
- Advertisements on marketing materials, social media and website.
- Contact information provided.

Event Sponsorship Agreement

SerenaGroup® Director's Summit 2023



- **Sponsorship Fee and other Sponsor Obligations.** Sponsor to pay the Sponsorship Fee within ten (10) days of the execution of this Agreement. In the event Sponsor's payment of the Sponsorship Fees is not paid by the dates specified herein, then notwithstanding any or term or condition of this Agreement, Foundation, at Foundation's sole option may terminate this Agreement and contract with a third party to take Sponsor's place. Foundation's right to terminate is in addition to any other rights or remedies available to Foundation. In no event will Sponsor be permitted to participate in the Event if full payment has not been received prior to the Event. Payment is to submitted on line at www.serenagroupinc.com by October 1, 2023.
- **Event Obligations.** Foundation shall, at its sole cost and expense: (a) create, program, advertise, market, promote, produce and manage the Event; and (b) notify Sponsor of any planned or anticipated changes to the Event.
- **Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until the completion of the Event and the fulfillment by both Parties of their respective obligations herein.
- **Termination.**
 - *Either Party may terminate this Agreement, immediately upon written notice to the other Party if:*
 - The other Party materially breaches this Agreement, and such breach: is incapable of cure; or being capable of cure, remains uncured for fourteen (14) days after the non-breaching Party provides the breaching Party with written notice thereof; or
 - The other Party:
 - Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - Files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - Makes or seeks to make a general assignment for the benefit of its creditors; or
 - Applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.



Event Sponsorship Agreement

SerenaGroup® Director's Summit 2023

- **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and each of its respective/its officers, directors, employees, agents, successors and assigns (each, an Indemnitee) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, Losses), resulting from any claim, suit, action or proceeding (each, an Action) arising out of or related to the Indemnifying Party’s breach of any representation, warranty, covenant or obligation under this Agreement.
- **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- **Use of Names and Marks.** Foundation will identify Sponsor as a Sponsor of the Event by displaying Sponsor’s name and logo on signage at the Event as well as materials promoting the Event. Sponsor hereby grants to Foundation a non-exclusive, limited, royalty free right and license to display Sponsor’s name and logo (“Marks”) on Foundation signage as well as on other media through which Foundation promotes the Event within Foundation including, without limitation, Foundation’s intranet, social media accounts and email correspondence. Sponsor will provide Foundation with specimens of its name and logo in the form in which Sponsor wishes the name and logo to be displayed. Foundation will display the Marks in the form and format provided by Sponsor and shall cease to display the Marks upon Sponsor’s request to do so. All goodwill generated by Foundation’s use of Sponsor’s Marks shall inure to the benefit of Sponsor. Sponsor shall not publicize the Event or the sponsorship through statements, social media or otherwise without Foundation’s express prior written permission.
- **No Business Expectations.** Sponsor understands and agrees that its agreement to sponsor the Event and perform its obligations hereunder is voluntary and that Sponsor has no expectation (and Foundation makes no representations) that the sponsorship will result in additional business from or any preferred treatment by Foundation.

Event Sponsorship Agreement

SerenaGroup® Director's Summit 2023

- **Confidentiality.** In connection with the Event, including through the participation of any Sponsor personnel in the Event, Foundation will deliver confidential information to Sponsor and/or Sponsor will be exposed to Confidential Information of Foundation. "Confidential Information" includes all information (regardless of the form transmitted), relating to Foundation, its customers or potential customers, which is disclosed directly to Sponsor by Foundation, or directly or indirectly to Sponsor or personnel in connection with the sponsorship and/or their participation in the Event. Confidential Information includes (but is not limited to) personal information regarding Foundation's business partners, lenders and/or lessors, subscribers, asset records, delinquent account lists, trade secret information, credit information, sales, cost and other unpublished financial information, business and product plans, marketing data, Foundation information systems (including electronic mail, internet access, databases, computing hardware, telephones, facsimile machines and any other means of communication or information storage), the terms of this Agreement including all payment terms, and any report, documentation and any derivative works prepared by Sponsor using Confidential Information.
 - Sponsor shall not disclose any Confidential Information to any person, firm or corporation except Sponsor personnel who have a need to know, have been informed of Sponsor's obligations hereunder, and have agreed in writing not to disclose Confidential Information. Sponsor shall use all necessary and reasonable precautions to avoid Sponsor Personnel's disclosure of Confidential Information, and shall use the Confidential Information only for the purposes described herein. All Confidential Information disclosed in tangible form is and shall remain Foundation's sole property. Sponsor shall immediately return all such Confidential Information (including any and all copies) to Foundation either upon request or upon termination of this Agreement.
 - Sponsor acknowledges that disclosures by its personnel in violation of this Agreement may irreparably harm Foundation so that Foundation may not be adequately compensated in damages through a court action. In addition to available legal or equitable remedies, Foundation may enforce this Agreement by obtaining specific performance and/or injunctive relief.

Event Sponsorship Agreement

SerenaGroup® Director's Summit 2023

- **Fair Market Value Compensation.** The Parties hereby acknowledge and agree that the Sponsorship Fee is the product of bona fide arm's length negotiations and represents a commercially reasonable and fair market value payment for the Foundation's services and obligations to be furnished pursuant to this Agreement. The Parties further acknowledge and agree that none of the remuneration exchanged under this Agreement is intended to induce either Party to purchase, order, or lease items or services from the other Party.
- **Use of Equipment.** Sponsor shall indemnify and hold Foundation harmless from any claims arising out of any loss or damage to persons or property consequent upon the use, misuse, or failure of any equipment, tools, materials, or goods (hereinafter collectively referred to as "Items") used by Sponsor or any of its subcontractors, even though the Items may be furnished or lent to Sponsor or any of its subcontractors by Foundation or by other companies. Foundation makes no warranty, express or implied, with regard to the condition of the Items and makes no warranty that the Items are fit for any particular purpose whatsoever. Sponsor accepts the Items "AS IS". Sponsor's, or its subcontractor's, acceptance or use of any Items shall be construed to mean that Sponsor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of such Items whether such injury or damage be to his own employees or property, or to the employees or property of Sponsor, its subcontractors, Foundation, or otherwise.
- **Miscellaneous.** The Sponsorship does not include hotel rooms or accommodations, or hotel extras such as parking, internet access, shipping of equipment or effects, computer rental, etc. Foundation will provide all venue contact information to Sponsor in order to arrange all hotel accommodations and hotel extras of which cost will be the responsibility of Sponsor. It is the sole responsibility of Sponsor for shipping, travel and accommodations. Sponsor agrees to hold Foundation, its affiliates and their respective, officers employees, and independent contractors ("Foundation Parties") harmless from and the Foundation Parties assume no liability for injury, damages, charges or lost property in connection with the venue for the Event. Unless Foundation is notified in writing prior to the Event, Sponsor consents to Foundation using any photographs of Sponsor and/or its participating personnel in Foundation internal materials, communications and media in connection with the Event. Sponsor will not be entitled to remuneration for such use of Sponsor or its personnel.

Event Sponsorship Agreement

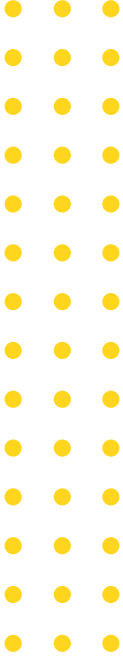
SerenaGroup® Director's Summit 2023

- **General.**

- **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.
- **No Waiver.** The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.
- **Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth at the beginning or end of this Agreement.
- **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
- **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.
- **Assignment of Rights.** The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.
- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- **Compliance with Laws.** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both Parties.

Event Sponsorship Agreement

SerenaGroup® Director's Summit 2023




- **Force Majeure.** Neither party shall be liable for, responsible for, or deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (including any decision by Foundation to cancel, postpone, or re-site the Event) when and to the extent caused by or resulting from acts beyond its control, including, but not limited to, the following force majeure events (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; and (j) shortage of adequate power or transportation facilities.

WITNESS our signatures as of the dates stated below.

SPONSOR NAME: _____
BY: _____
PRINT: _____
TITLE: _____
DATE: _____
ADDRESS: _____
LOGO SUBMITTED: EMAIL TO JSCHRODER@SERENAGROUPS.COM _____



BY:  _____
PRINT: THOMAS E. SERENA, M.D. _____
TITLE: CEO _____
DATE: 10/18/23 _____

