2027 NCBA CONTRACT TO SPONSOR

1. **SPONSORSHIP TERM AND TERMINATION**
   The term of this Agreement will begin when the Agreement is executed by both parties and will continue through November 4, 2027. Notwithstanding the foregoing, either party may terminate this Agreement if the other defaults on its obligations hereunder and fails to cure such default within ninety (90) days of the non-defaulting party giving written notice thereof to the defaulting party. NCBA reserves the right to withdraw its acceptance of this Agreement if it determines, in its sole discretion, that the **Sponsor Company** is not eligible to participate.

   Upon the termination of this Agreement for any reason, both parties will immediately cease use of, and immediately remove from each other's websites, all links to the other party's site, and all of the other party's trademark, trade dress, and logos, and all other materials provided by or on behalf of the other party pursuant hereto or in connection herewith.

2. **PROMOTIONAL RIGHTS**
   Sponsor Company and its related entities shall have the right during the Term to use the name NCBA and to make reference to, advertise or promote the sponsorship and conference participation including use of the NCBA logo within the conditions below.

   The NCBA logo is a registered trademark. NCBA retains all rights to this logo and trademark and its usage. The NCBA logo can appear in Blue or Black and White. Since NCBA does not provide implied or unimplied endorsements, NCBA in name or logo cannot appear with a product or service and its pricing. NCBA and **Sponsor Company** may place logos together on educational materials, special events and joint information sheets, subject to the agreement of both parties.

3. **REPRESENTATIONS AND WARRANTIES**
   NCBA and **Sponsor Company** each warrant and represent to the other that (i) it has the power and authority to grant the rights and perform the obligations to which it commits herein; (ii) the execution of the Agreement by the person representing it will be sufficient to render the Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by the other party of rights granted by the warranting party hereunder will violate any applicable laws or regulations, or the legal rights of any third parties, or the terms of any other agreement to which the warranting party is or becomes a party.

   No party approval of advertising or other copy submitted by another will relieve the other's responsibility under this Section.

4. **CONFIDENTIALITY**
   NCBA and **Sponsor Company** each agree that they will not use in any way for their own account or the account of any third party, nor will they disclose to any third party, the terms of this Agreement or any other confidential information revealed to them by the other party unless the party is provided written consent to disclose such information. Each party will take such reasonable precautions to protect the confidentiality of all confidential information.

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5. **ASSIGNMENT**
   The Agreement will be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, without the written consent of the other party. Any such assignment or transfer without written consent will be void.

6. **INDEMNIFICATION**
   Sponsor Company (the "Indemnifying Party") hereto shall indemnify, defend, and hold harmless NCBA and its parents, subsidiaries, other affiliates, and the employees, agents, directors, and officers of each of them (the "Indemnified Parties"), from and against any and all third party claims, liability, settlements, obligation, cost, damage, legal fees or and other out-of-pocket expenses (including but not limited to reasonable outside attorneys' fees and costs) (collectively, the "Losses") incurred by NCBA arising from, incident to or in connection with: (i) the negligent or willful acts or omissions of **Sponsor Company ;** (ii) the breach of any representation, warranty or obligation by **Sponsor Company** contained in this Agreement, (iii) the use, as approved in writing, of **Sponsor Company** trademarks, logos or other intellectual property; and/or (iv) any claim or action brought against NCBA related to this Agreement or related to **Sponsor Company.**

7. **LIMITATION OF LIABILITY**
   Neither Party will be liable to the other for indirect, incidental, consequential, special, or punitive damages, including lost profits, arising out of this Agreement, even if advised of the possibility.

   NCBA's total liability under this Agreement will not exceed the total sponsorship amount paid by **Sponsor Company**.

8. **DATA PRIVACY (If Applicable)**
   To the extent any Party shares attendee, member, or contact data:

   • Each Party will comply with all applicable privacy laws, including data-protection requirements.

   • Data may only be used for authorized sponsorship-related activities.

   No data may be sold, transferred, or used for unrelated marketing without written permission.

9. **FORCE MAJEURE**
   Neither Party will be liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, terrorism, pandemic-related restrictions, government orders, labor disputes, or failures of suppliers.

   Obligations will resume once the force majeure event ends.

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10. **ATTORNEY'S FEES AND VENUE**

If a claim is brought based on this Agreement, the law of Florida would apply, the venue would be Sarasota, Florida and the prevailing party would be entitled to attorney's fees and costs for defense of the claim.

11. **ENTIRE AGREEMENT; AMENDMENTS**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals or understandings.

Any modification must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

SPONSOR COMPANY

Signature _____Date_____
Name_____

NCBA

Signature _____ Date _____
Name_____