

Agreement for a Commercial Co-venture Program

This Agreement for a Commercial Co-venture Program ("**Agreement**") is made as of February 5, 2024 ("**Effective Date**") by and between The American National Red Cross ("**Red Cross**") and OFD Foods, LLC ("**Company**").

1. **Program Description.** In consideration of the right to use the Red Cross name and logo in **Schedule A** ("**Red Cross Marks**") as provided herein, Company will conduct a charitable program ("**Program**") advertising that it will sell certain goods or services ("**Product(s)**") and donate a specific dollar or percentage of the purchase price thereof ("**Donation**") to Red Cross. Program details, including dates of operation (the "**Program Period**"), the geographic area within the United States and its territories in which it will be offered ("**Territory**"), and any minimum Donation commitment ("**Minimum Donation**") and/or maximum Donation ("**Maximum Donation**") amount(s), are set forth in **Schedule B**. Company shall pay all expenses of the Program, including but not limited to the costs of remitting the Donation, and creating, disseminating and publishing advertising and marketing materials to promote the Program during the Term ("**Program Materials**").

2. **Term, Termination, and Survival.** This Agreement begins on the Effective Date and expires ninety (90) days after the Program Period ends ("**Term**"). Either party may terminate the Agreement sooner by giving the other party ten (10) business days' notice thereof. Sections 3, 7, 9, 10 and 13 shall survive expiration or termination of the Agreement. All licenses granted herein shall terminate immediately upon expiration or termination of the Agreement.

3. **Remittance, Reporting and Recordkeeping.** Company shall send 100% of the Donations (or its Minimum Donation, if greater) by check payable to American Red Cross and mailed to American Red Cross, Cascades Region, Wes Breazeale, Development Office, 3131 N. Vancouver Ave., Portland, OR 97227 or wire transfer as directed below, within forth-five (45) days after the Program Period ends, or, if the Program Period lasts longer than thirty (30) days, on a monthly basis following its first forty-five (45) days. Final payment shall include an accounting of total Product sales and the resulting Donations, certified as accurate by an authorized representative of Company, sufficient to enable Red Cross to determine that the representations made to the public on its behalf have been adhered to accurately and completely. Company shall keep records of the Program for three (3) years after this Agreement ends, and Red Cross, upon reasonable prior notice, may review such records at a time and place as mutually agreed. If such review reveals a shortfall in excess of three percent (3%) of the Donation, Company will reimburse the Red Cross for all costs and expenses thereof, including but not limited to any attorneys' fees incurred in connection therewith.

Wire Transfer Instructions	
Account Name:	American National Red Cross
Bank Name:	Wells Fargo Bank
Location:	420 Montgomery, San Francisco, CA 94104
ABA Number:	121000248 (For Fed Wire and ACH transfers)
Account Number:	4945704518
Reference:	<i>[Include name & designation, up to 80 characters]</i>

4. **Red Cross License Grant.** Subject to Company's compliance with all terms of this Agreement, Red Cross grants Company the following licenses in association with the Program:

a. **Trademark License.** Red Cross grants Company a limited, non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Red Cross Marks in the Territory solely in the Program Materials for the purpose of promoting the Program to the public during the Program Period, provided that Company must obtain Red Cross' prior written approval of all Program Materials before any public dissemination or distribution. Company's use of the Red Cross Marks is subject to the following restrictions and limitations: (i) Company shall not use the Red Cross Marks on any Product or Product packaging; (ii) Company shall not state or imply that its use of the Red Cross Marks indicates Red Cross' sponsorship or endorsement of Company or of Company's business, products or services; (iii) Company shall not use the Red Cross Marks in any manner that would reflect adversely

upon the Red Cross or the Red Cross Marks, in the sole discretion of the Red Cross; (iv) Company shall not modify the Red Cross Marks in any way; and (v) Company's use of the Red Cross Marks must be consistent with the Brand Standards guidelines available at www.redcross.org/brand, which may be updated from time to time.

b. Copyright License. From time to time, Red Cross may provide Company with photo or video or other materials subject to copyright protection owned by or licensed to Red Cross ("**Red Cross Copyrighted Materials**"). Red Cross grants Company a limited, non-exclusive, non-transferable, non-sublicensable and non-assignable license to reproduce, publicly display, publicly perform and distribute the Red Cross Copyrighted Materials in the Program Materials in the Territory consistent with the terms of this Agreement and all additional terms conveyed to Company by Red Cross. Red Cross Copyrighted Materials shall not be modified, archived, or used in a misleading manner or for any other purpose other than as expressly licensed herein.

c. Link License. Red Cross grants Company a limited, nonexclusive, non-assignable, non-transferable license to use the Red Cross Marks on Company's website as a hypertext reference link ("**Link**") to the home page of the Red Cross website at www.redcross.org (the "**Red Cross Website**") solely for purposes of providing a Link to the Red Cross Website in association with the Program. Company agrees it shall not (i) display or use the Link in a manner that causes the Red Cross Website or any portion of the content on the website to display within a frame, or otherwise incorporate the Red Cross Website's content into any third-party web site; (ii) alter, block or otherwise prevent display of any content on the Red Cross Website, or (iii) Link to the Red Cross Website through any other website than Company's website without the prior written consent of Red Cross.

d. General Terms. The Red Cross Marks and Red Cross Copyrighted Materials and Red Cross Website, including without limitation derivative works (collectively, the "**Red Cross IP**"), are and shall remain the property of Red Cross and Red Cross retains all rights in the Red Cross IP and Company's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Company is authorized to use Red Cross IP solely and exclusively in the Territory, on the understanding that the Red Cross IP may be used on the internet and other media which may be accessible outside the Territory. In no event shall Company use the Red Cross IP in a manner that targets any market or public outside the Territory. Any Program Materials that incorporate any Red Cross IP which are not explicitly approved by Red Cross in writing (email being sufficient) shall be deemed disapproved. Company's use of the Red Cross IP shall only be for the limited purpose of informing prospective purchasers of the amount of the purchase price that will be donated to Red Cross, and otherwise describing the mission, purposes, and activities of the Red Cross in association with the Program. The licenses granted under this Agreement expire automatically at the end of the Term or, if this Agreement is terminated before expiration of the Term, upon such early termination. Red Cross reserves all rights not expressly granted herein. Company shall not take any action that would impair the rights of the Red Cross in the Red Cross IP, and Company has no authority to take any action to enforce any right in the Red Cross IP against any party.

5. Program Materials. Program Materials shall accurately describe the Program in a transparent and non-misleading manner. Without limiting the foregoing, Company will include in all Program Materials the consumer disclosures set forth in **Schedule C** and any appropriate attribution in association with the use of any Red Cross Copyrighted Materials. Company will submit Program Materials for review and written approval at least one (1) week before release or publication. Any Program Materials that incorporate any Red Cross IP which are not explicitly approved by Red Cross in writing (email to suffice) shall be deemed disapproved.

6. Company License. Company grants to Red Cross a limited non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Company name and logo(s) set forth in Schedule A ("**Company IP**") within the United States and its territories only (a) for the purpose of acknowledging the Donation(s), subject to the terms and conditions of this Agreement and provided that Red Cross must obtain Company's prior written approval before release or publication; and (b) in materials to market and promote the opportunity to fundraise on behalf of Red Cross to potential donors (no prior review required). To the extent required, Red Cross will provide any materials containing Company IP which require prior review of Company for review and approval at least one (1) week in advance of release or publication. Use of the Company IP shall be consistent with any usage guidelines provided to the Red Cross. The Company IP is and shall remain the property of Company and Red Cross' use of the Company

IP shall inure solely to the benefit of Company. The Red Cross shall not state or imply that its use of the Company IP indicates Company's endorsement of Red Cross, or of its products or services. Red Cross shall not use the Company IP in any manner that would reflect adversely upon the Company or its marks, in the sole discretion of the Company. Red Cross shall not modify the Company IP in any way. Except as otherwise expressly stated herein, the license granted hereunder expires automatically at the end of the Term or, if this Agreement is terminated before the Term ends, upon such early termination. Company reserves all rights not expressly granted herein.

7. Surviving Licenses. Except where the Agreement is terminated by reason of a party's breach, the following licenses shall survive the Term for a period of five (5) years whereupon they shall expire: (a) Company shall have the right to use approved Program Materials consistent with the terms of this Agreement for archival purposes in a manner that is not misleading as to the scope and duration of the Program; and (b) Red Cross shall have the right to use the Company IP to promote the opportunity to fundraise on behalf of Red Cross to potential supporters.

8. Compliance. Each party shall comply at its own expense with all applicable laws and regulations, including any obligation to register, post bonds, or take other actions under state law. Red Cross may cancel this Agreement in the State of New York for fifteen (15) days after the Effective Date by sending written notice thereof to Company with a copy to: State of New York, Office of the Attorney General, Charities Bureau, 28 Liberty Street, New York, NY 10005. For Programs conducted in Georgia, New Hampshire, New Jersey, North Carolina, and/or South Carolina ("**SC**"), respectively, Ga. Code Ann. § 43-17-1 *et seq.*, N.H. Rev. Stat. Ann. § 7:28-d, N.J. Stat. Ann. § 45:17A-18 *et seq.*, and N.C. Gen. Stat. § 131F-18 apply, and Company's SC registration number and the estimated number of Products to be sold are set forth in Schedule B.

9. Representations and Warranties. (a) Red Cross represents and warrants that: (i) it shall use 100% of the Donations to fulfill its charitable mission; (ii) it has received a determination from the Internal Revenue Service classifying it as a publicly supported organization under sections 509(a)(1) and 170(b)(1)(a)(vi) of the Internal Revenue Code; (iii) it has the full right and authority to enter into this Agreement; and (iv) the approved use of the Red Cross IP as contemplated hereunder does not constitute any infringement or violation of third parties rights. (b) Company represents, warrants and covenants that: (i) it has the full right and authority to enter into this Agreement; (ii) it is in compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws; (iii) it has not used any child, indentured or forced labor or unauthorized workers in any activity relating to the Product and/or Program; (iv) it has assessed and will comply with applicable regulatory requirements within the Territory; (v) it will not raise the retail price of the Product(s) solely as a result of the Program; (vi) the Product(s) will be of good quality, free of defects in design, materials and workmanship, and in compliance with all applicable laws; (vii) it has obtained and will maintain all necessary intellectual property rights, licenses and releases, including copyright, trademarks and publicity rights, in content it includes in the Program Materials; and (viii) if applicable, any guaranteed Minimum Donation and/or Maximum Donation amount(s) are based upon a reasonable, good faith estimate of the anticipated Product(s) sales within the Territory during the Program Period.

10. Indemnification. (a) Each party will indemnify, defend, and hold harmless the other party and its chartered units and other operating units, and each of their respective governors, officers, directors, trustees, employees, volunteers and agents ("**Indemnitees**") from and against any third-party claims, losses, actions, demands, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees), and liabilities of every kind and character whatsoever, including, without limitation, any government action, investigation, or inquiry ("**Claims**"), arising out of or in connection with: (i) any negligent action or willful misconduct by the indemnifying party or any of its officers, directors, employees, or agents in connection herewith; (ii) any alleged infringement by the indemnifying party and/or its agents, assigns, contractors, directors, employees, officers, subcontractors, successors or suppliers of any patent, trademark, copyright, or other intellectual property right or trade secret of a third party as it relates to the Red Cross IP or Company IP, as the case may be, to the extent such intellectual property is used as authorized herein by the party which owns it; and (iii) the inaccuracy or breach by the indemnifying party of any of the covenants, representations, and warranties made herein. (b) Company further agrees to protect, defend, indemnify and hold harmless the Red Cross Indemnitees from and against any and all third-party Claims as a result of or in connection with: (i) the Product(s), including but not limited to their design, manufacture, distribution, promotion, advertisement

from and against any and all third-party Claims as a result of or in connection with: (i) the Product(s), including but not limited to their design, manufacture, distribution, promotion, advertisement and/or sale; and (ii) any alleged infringement or infringement by Company and its agents, assigns, contractors, directors, employees, officers, subcontractors, successors or suppliers of any patent, trademark, copyright, publicity right, or other intellectual property right or trade secret of a third party as it relates to the products and services of Company and/or the Program Materials (excluding any Red Cross IP to the extent used by Company as authorized herein). (c) Each party will give the other prompt notice of a Claim. The indemnifying party shall have the right to control the defense of the Claim. The Indemnified party may participate in the defense at its own expense.

11. Relationship of Parties. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

12. Notices. All notices shall be in writing, delivered to the parties' representatives the addresses in Schedule B, or such new points of contact as they may hereafter designate (email to suffice), and effective when received.

13. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with regard to its subject matter; (b) may not be amended, modified or any of its terms or conditions waived absent a writing signed by both parties; (c) will be governed by the internal laws of the District of Columbia, without regard to principles of conflicts of laws; (d) may not be assigned, subcontracted or in any way transferred, in whole or in part, without the prior written consent of both parties; and (e) contains provisions which are severable, and if any provision or portion thereof is determined to be unenforceable, the remaining portions shall remain in full effect.

THIS AGREEMENT DOES NOT REQUIRE A MANUAL SIGNATURE. BY CHECKING AND COMPLETING THE SECTION BELOW AND RETURNING IT AS AN ELECTRONIC FILE TO RED CROSS, COMPANY SIGNIFIES ITS ASSENT TO THE TERMS HEREIN. RED CROSS WILL ACKNOWLEDGE RECEIPT AND ITS ASSENT BY RETURNING THE COMPLETED DOCUMENT VIA ELECTRONIC MESSAGE. THE PARTIES AGREE THAT AN ELECTRONIC VERSION HEREOF, FULLY EXECUTED, SHALL SUFFICE AS THE LEGAL DOCUMENT EVIDENCING THE AGREEMENT.

I, Bruce Bechtel, agree to the terms above on behalf of OFD Foods on February 13, 2024



I, Nathan Measom, agree to the terms above on behalf of The American National Red Cross on February 13, 2024



I, Donna Duhe, agree to the terms above on behalf of The American National Red Cross on February 13, 2024



SCHEDULE A
Intellectual Property

I. Red Cross IP

Red Cross Copyrighted Materials:

Photographs, videos and/or other materials as may be provided by Red Cross during the Term.

Red Cross Marks:

**American
Red Cross**

American Red Cross

Red Cross Marks (logos):



**American
Red Cross**



American Red Cross



**American
Red Cross**

II. Company IP



SCHEDULE B
Program Details

I. Contact Information

For Red Cross:
Wes Breazeale
Regional Philanthropy Officer
American Red Cross Cascades Region
3131 N. Vancouver Ave.
Portland, OR 97227
503-407-8911
wes.breazeale@redcross.org

For Company:
Bruce Bechtel
Director of Marketing
OFD Foods, LLC
525 25th Ave SW
Albany, OR 97322
(541) 926-6001
Bruce.Bechtelt@ofd.com

II. Program Donation

Minimum Donation = \$50,000
Maximum Donation = \$60,000

III. Program Period

March 1, 2024 to March 31, 2024

IV. Program Territory

The United States and its territories

V. Program Description

Company will donate to the American Red Cross \$4-100 for every product listed during the Program Period, subject to any maximum and minimum Donation amount(s) set forth in Section II, above.

- \$4 for cans
- \$5 for the buckets and small Kits (Classic Variety, Weekender, 3-Day, 14-Day, Backcountry & Protein Sampler Pack)
- \$10 for the 30-day kit
- \$25 for the 3-month kit
- \$50 for the 6-month kit
- \$100 for the 1-year kit

VI. Estimated Product/Action & SC Registration

The estimated number of Products to be sold is 12,000 and Company's SC registration number is P30759.

VII. Marketing Activities

During the Term and in support of the Program, subject to Red Cross' approval as set forth in Section 4 of the Agreement, Company agrees to engage in the following promotional activities:

- An e-newsletter that reaches our subscribing community of 115,000+
- Social media nods via posts and tags from MH Ambassadors/MH on Instagram, Facebook, and TikTok acknowledging the month-long promotion benefitting the American Red Cross disaster relief fund.
- Callout of donation on each item on mountainhouse.com that contributes to the proceeds via a Red Cross "bug" on the item picture as well as text description of donation on the item page.

VIII. Donor Acknowledgements & Benefits

During the Term, and following the end of the Program Period, Red Cross will acknowledge Company's charitable support of Red Cross through the following benefits (all numbers are approximate and subject to change by the Red Cross):

- March edition of the CrossNotes e-newsletter that reaches our subscribing community of 2M+
- Mention on Volunteer Connection: 125,000 Volunteers have logins (~46K monthly logins)
- Inclusion in Cross Connection Newsletter to internal employees: about 200k reach

- Added to RCO Page: "Thank You to our Current Partners" section
<https://www.redcross.org/donations/companies-and-foundations/cause-marketing.html>
- Refreshing of Cascades Region Blog post written in conjunction with OFD
- Social Media promotion via Cascades Region accounts
- Other options as available based on minimum gift level.

SCHEDULE C
Required Consumer Disclosures

Company acknowledges that Red Cross complies with the fundraising standards of voluntary organizations such as the Better Business Bureau® Wise Giving Alliance and agrees to include the following disclosures within all Program Materials.

I. REQUIRED CONSUMER DISCLOSURE OF PROGRAM DETAILS

OFD Foods will donate to the American Red Cross \$4 for every #10 can sold, \$5 for every bucket sold, and between \$5 to \$100 for every kit sold from March 1, 2024 to March 31, 2024 with a minimum commitment of \$50,000 and up to a maximum commitment of \$60,000. This purchase is not tax deductible.

II. REQUIRED CONSUMER DISCLOSURE OF RED CROSS INITIATIVE

WHERE IT IS NEEDED MOST

OFD Foods is supporting the urgent needs of the American Red Cross mission, whether it is responding to a disaster, collecting lifesaving blood, teaching skills to save a life, or assisting military members and their families during emergencies. The American Red Cross name and logo and copyrighted materials are used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, opinion or political position. The American Red Cross name and logo are registered trademarks owned by the American National Red Cross. For more information, please visit redcross.org.