

Cause Marketing Agreement

This Agreement, effective as of July 1, 2020 (“Effective Date”), is between National Park Foundation, a nonprofit organization with a principal place of business at 1500 K Street NW Suite 700, Washington, DC 20005 (“Charity”) and Columbia Brands USA, LLC a for profit company with a principal place of business at 14375 NW Science Park Drive, Portland, OR 97229 (“Company”). Charity and/or Company may be referred to as a “Party” or collectively as the “Parties.”

Whereas, Charity and Company wish to conduct a Promotion to benefit Charity, and in consideration of the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Description & Public Representation of the Campaign.** Company has chosen to support Charity and its mission, including Open OutDoors for Kids (“the Program”), by matching REI’s donation of 10% of the retail price \$79.99 of each America the Beautiful – The National Parks and Federal Recreational Lands Annual Pass (“Product”) sold at REI locations in the United States and on REI.com from 12:00 am PT August 1, 2020 through 11:59pm PT September 30, 2020 (“Campaign Period”, and collectively, the “Campaign”), with a minimum donation of \$25,000 and a maximum donation of \$75,000.

It is further understood that Company will be solely responsible for all costs related to the development, marketing, and execution of the Campaign.

2. **Responsibilities of NPF.**

- a. **Use of Funds.** NPF shall use the Payment as follows:
85% of Payment: These funds shall be used to support Open OutDoors for Kids
15% of Payment: These funds shall be used to support the mission of NPF
- b. **Acknowledgment.** NPF shall use reasonable efforts to recognize and acknowledge Company in its public communications. Notwithstanding the foregoing, NPF is not obligated to provide any services to Company, and no part of the Payments received in connection with the Campaign shall be deemed to be in exchange for services of any kind.

3. **Term and Termination.** The term of the Agreement shall begin on the Effective Date, and end on December 31, 2020 (“Term”). Either Party may terminate this Agreement upon: (1) any material breach of the Agreement by the other Party, if such breach is not remedied to the reasonable satisfaction of the nonbreaching Party within twenty (20) days after written notice; or (2) upon twenty (20) days written notice to the other Party whenever the notifying party in its sole discretion determines that the continuation of the Agreement will damage its reputation or good will.

4. **Trademark License.** Charity grants Company a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to use the Charity’s name, logo, and other marks set forth in Exhibit A (the “Charity Marks”) for the sole purpose of promoting the Campaign, and represents and warrants that it is the owner of the Charity Marks and possesses all rights to utilize the Charity Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder. All promotional materials, publicity, advertising, or press releases relating to the Campaign that bear the Charity Marks must be approved by Charity prior to publication or distribution in any manner, which approval shall not be unreasonably withheld.

Company hereby grants to NPF a limited, non-exclusive, nontransferable right and license to use, reproduce and publicly display Company’s name and logo (“Company Marks,” and collectively with the Charity Marks, the “Licensed Marks”) for purposes of providing recognition and acknowledgment of Company, as described in section 2.b of the Agreement.

5. **Payment Schedule and Accounting.** It is mutually understood and agreed that Company will provide a written accounting of all sales, based on reports provided by REI to Company, to Charity and transfer the donation amount to Charity on or before November 30, 2020, in the form of a check sent to Charity at 1500 K Street NW Suite 700 to the attention of Gift Processing (“Payment”). Company will provide with payment a written accounting, which shall be sufficient for Charity to determine the terms of the Agreement and any public representations have been adhered to. Charity makes no representation as to the status of such payments for

federal, state, or local tax purposes with respect to Company, including qualification as tax-deductible contributions.

6. **Indemnification.**

- a. Company agrees to defend (if requested), indemnify and hold harmless Charity and its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding the negligence or willful misconduct of Company in connection with Company's performance (or failure to perform) under this Agreement, or the manufacture, sale, or marketing of the Products, or the development and execution of the Campaign. Company agrees to maintain adequate and sufficient insurance to ensure protection against any and all risks that exist pursuant to this Agreement.
 - b. Charity agrees to defend (if requested), indemnify and hold harmless Company and its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding the negligence or willful misconduct of Charity in connection with Charity's performance (or failure to perform) under this Agreement, or the marketing of the Products, or the development and execution of the Campaign. Charity agrees to maintain adequate and sufficient insurance to ensure protection against any and all risks that exist pursuant to this Agreement.
7. **Compliance with Law.** Each party agrees to comply with all applicable laws and regulations, including any state filings and registrations required to perform this Agreement. This Agreement is subject to the requirements of Ga. Code Ann., § 43-17-6(a), N.H. Rev. Stat. § 7:28-d, and N.J.S.A. 45:17A-29 and any rules adopted pursuant thereto.
8. **Compliance with National Park Service Regulations.** Company agrees to comply with all National Park Service rules and regulations applicable to any of the activities conducted as a result of, or pursuant to, the terms of this Agreement. Charity shall provide reasonable assistance to Company to facilitate Company's compliance with National Park Service rules and regulations.
9. **Donation Estimate.** The amount of the donation is based on the number of units of goods sold during the Campaign Period, and not on the projected amount of gross sales from the Campaign. The estimated number of units of goods to be sold as part of the Campaign is 12,000. The estimates provided herein are not a guarantee of specific unit sales, and is not legally binding upon the Parties.
10. **Books and Records; Governing Law and Jurisdiction.** Company shall maintain accurate books and records of all activities conducted pursuant to this Agreement during the Campaign period and at least three (3) years thereafter. Company's books and records pertaining to this Agreement shall be made available for inspection and/or audit by NPF or its designated independent auditor. Any such audits shall occur with no less than ten (10) business days' advance notice to Company, and shall be at Charity's expense. This Agreement, and the rights and obligations contained in it or otherwise arising between the parties, will be governed by and construed in accordance with the laws of the State of Oregon, without regard to any choice of law or conflicts of law principles. The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement or otherwise related to any claim by one party against the other. The sole venue for any legal proceedings between the parties will be in the state or federal courts in Multnomah County, Oregon, and each party consents to the exclusive jurisdiction of such courts.
11. **No Partnership.** Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a commercial co-venture or a partnership between Company and NPF. Neither Party shall have the right to obligate or bind the other Party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The Parties understand that no Party is an agent of the other Party.
12. **No Solicitation.** In no event shall this Agreement be construed as a contract or agency agreement for Company to solicit or consult on the solicitation of contributions on behalf of Charity.

13. **No Endorsement.** The Campaign shall in no way suggest endorsement by Charity or National Park Service (“NPS”) of any product or service of Company.
14. **Waiver.** The failure of any Party at any time to require performance of any provision of or resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.
15. **Entire Agreement.** This Agreement, constitutes the complete understanding of the Parties and supersedes all prior written or oral agreements or understandings. This Agreement may not be modified or amended except in writing signed by the authorized representatives of each Party.
16. **Counterparts.** The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

In WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

National Park Foundation



Signature

Mandeep Singh

Printed Name

CFO

Title

Jun 24, 2020

Date

Columbia Brands USA, LLC



Abel Navarrete (Jun 24, 2020 10:04 PDT)

Signature

Abel Navarrete

Printed Name

VP, Sustainability and Community Impact

Title

Jun 24, 2020

Date

2nd charity signature is required if the Campaign includes California, Massachusetts, Tennessee, or Virginia



Dieter Fenkart-Froeschl (Jun 24, 2020 14:59 EDT)

Signature

Dieter Fenkart-Froeschl

Printed Name

Chief Operating Officer

Title

Jun 24, 2020

Date

Exhibit A

Licensed Marks

National Park Foundation



National Park Foundation

Columbia

