

## CHARITY PARTICIPATION AND LICENSE AGREEMENT

### Headline Term Table:

1	Date	
2	Company	Westfield Property Management LLC
3	Company Address	2049 Century Park East, 41 <sup>st</sup> Floor, Los Angeles, CA 90067
4	Shopping Center	
5	Charity Name	
6	Charity ID #	
7	Charity Address	
8	Promotion Start Date	10/23/2020
9	Promotion End Date	11/02/2020
10	Company's Charity "Administrator"	Charities Aid Foundation of America CAF America, a Delaware nonprofit

WHEREAS: (a) Company manages shopping centers across the U.S. including the Shopping Center named above; (b) Company wishes to solicit charitable donations from its shoppers in exchange for discounts and other promotional offers with participating retailers at the Shopping Center; (c) participating shoppers may select one from a number of charitable organizations to whom it wishes to direct its monies to; (d) Company wishes to divert a portion of those funds to the Charity accordingly; (e) Company wishes to license Charity's marks, and Charity wishes to license to Company its marks, to promote the program; all in accordance with terms set forth herein.

This Charitable Participation and License Agreement (this "Agreement") sets forth the terms which, among other things, Charity licenses its marks to Company and which Company shall direct funds to Charity.

1. **Program Generally.** Company shall promote a ten-day event (the "Event") by soliciting its shoppers for \$10 donations in exchange for "tickets" which may be used by the shoppers for discounts or other promotional offers with participating retailers at the Shopping Center. The shoppers shall choose one participating charity at the Shopping Center to direct the purchase price of their "ticket," subject to the deductions set forth below. The details of the Event may be changed by Company in its reasonable discretion, including, without the limitation, the dates of the Event, the cost of "tickets" and the number of participating charities for the Event. Company shall be responsible for the costs of producing the Event.
2. **Charity, Relationship.** Charity represents and warrants that it is a non-profit/not-for-profit entity with the ID # set forth above. Charity acknowledges and agrees that, as between the parties, Company shall not be responsible for registering this Agreement or the event, meeting any applicable bond requirements, or making any reports with any relevant authorities having jurisdiction.
3. **Donation.**
  - a. Company has engaged the Administrator to collect proceeds from the Event and make a grant to the Charity in accordance with this Agreement. The Administrator's fee is three percent (3%) of funds collected.
  - b. Payment processing fees shall also be deducted from the funds and estimated to be six percent (6%) of funds collected.
  - c. All other portions shall be directed to participation charities, with amounts determined by the selections of the shoppers. For example purposes only, if 100 shoppers participate for the Shopping Center's event, paying \$10 each for their promotional "ticket", and 30 shoppers select the Charity, then the Company shall direct the Administrator to make a grant to Charity in the amount of \$300 minus the Administrator's fee and the payment processing fees, for an estimated net grant of \$273.
  - d. Company may receive discounted administrative fees, and may donate such amounts to a participating charity, selected in Company's sole discretion.
  - e. Company shall direct Administrator to make grants to participating charities within ninety (90) days from the beginning of the Event.
  - f. No grant minimum to the Charity is guaranteed. Company's sole obligation to make a recommendation to Administrator. Administrator is the recipient of record and all grants to the Charity are subject to the Administrator's Board of Directors.
  - g. Company shall provide an accounting of the collection of proceeds and resulting grant amount to Charity. Charity shall be responsible for retaining such accounting in accordance with applicable law.
4. **License.**

- a. Charity shall provide its marks for use in relation to the Event to Company, and thereby give Company a license to such marks for the same purpose. Company shall only use such marks in relation to the event. Company may name Charity as a participating charity and reference Charity in its marketing materials in relation to Event performance. Charity may terminate the license at any time upon written notice to Company.
  - b. Charity represents and warrants that it has all right, title, and authority to grant the license in its marks as set forth herein and shall indemnify Company from any claim that Company's use of such marks in accordance with this Agreement infringes intellectual property rights.
- 5. Event Promotion.** Charity shall promote the event as follows: (a) at least one (1) email blast to its newsletter subscribers within two (2) days of the start of the Event; and (b) at least two (2) social media posts; one (1) within (2) days of the start of the Event and one (1) no later than two (2) days before the end of the Event (cannot be on the same day).
- 6. Miscellaneous.**
- a. The Parties agree to the use of certificate-based electronic signature software operated by DocuSign for execution of this Agreement. The certificate based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of intent to be legally bound by this Agreement. Neither party may any challenge against the enforceability of this Agreement based on the use of such certificate-based electronic signature software. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.
  - b. The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
  - c. If any action is brought by either party against the other party, relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees.
  - d. Notices related to this Agreement shall be directed to the respective party's address set forth above, to the attention of the Legal Department.
  - e. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement, negotiations, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein. Any amendment to or other modification of this Agreement must be in writing and signed by both parties hereto.

<p><b>Charity:</b></p> <p>a</p> <p>Signature (1): _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Signature (2): _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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