

## DONATION AGREEMENT

This Donation Agreement (the “**Agreement**”), effective and binding as of the last date of execution of this Agreement September 21, 2020, is between **Larga Vista Community Center.**, a not for profit corporation with its principal office at **5401 Cisneros St. Laredo, TX 78046** (“**Charity**”) and between the Greater Cincinnati Foundation an Ohio nonprofit corporation located at 720 East Pete Rose Way, Suite 120, Cincinnati, Ohio 45202 (the “**Grantor**” or “**GCF**”) and **MSLGROUP AMERICAS LLC** (“**AGENCY**”), a Delaware limited liability company, as agent on behalf of its client The Procter & Gamble Company and its brand Pampers (the “**Client**”), whose principal place of business is 1675 Broadway, New York, NY 10019.

WHEREAS, This Grant from GCF is being made from the following of Client’s donor advised funds: Pampers Bright Beginnings Fund of the Greater Cincinnati Foundation.

WHEREAS, Charity, a non-profit charitable organization, tax-exempt pursuant to IRC §501(C)(3), is 74-6001587, dedicated to collecting/distributing product, educating people on the importance of reading to babies, and collecting data via surveying.

WHEREAS, Grantor has agreed to donate **forty-five thousand (45,000)** Scholastic children’s books and educational materials (“**Product**”) for the purpose of surveying and measurement amounting to a sum of no more than **(\$269,280.00)** (“**Donation**”) to Charity. Books to be delivered in the following cadence:

- September: 9,000 paperback books
- November: 9,000 board books (3 titles)
- January: 9,000 board books (3 titles)
- March: 9,000 board books (3 titles)
- June: 9,000 board books (3 titles)

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the parties agree as follows:

1. Agent, as agent on behalf of its Client, shall provide the Donation to Charity by **[9/28/2020]**. Agency is acting as an agent for Client for the purpose of this Agreement. All rights, benefits, privileges and properties vested in Agency pursuant to this Agreement are vested in Agency as agent for the benefit of Client and may be exercised by either Agency or Client. All liabilities, obligations and duties imposed on Agency pursuant to this Agreement are imposed upon Agency as agent for a disclosed principal and not on Agency as principal.

2. Throughout the world, Client may disclose in publicity, promotion and advertising materials regarding Charity’s receipt of the Donation from Client. Charity hereby grants Client a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, perform and display Charity’s name, logos, trademarks and service marks (the “**Charity Marks**”) for purposes of publicizing, promoting and advertising the Donation in accordance with this Agreement, including, but not limited to, on Client’s websites and social media properties. Client acknowledges that there is great value to Charity in the Charity Marks, Charity’s reputation and Charity’s goodwill. Client shall do nothing to cause detriment to the Licensed Material,

reputation or goodwill of Charity. Charity covenants, warrants and represents that it has the right to grant Client the right to use the Charity Marks in accordance with this Agreement.

Client shall submit to Charity all Promotional Material which includes Charity Marks at least three (3) business days in advance of any deadline for final approval of such Promotional Material. In the exercise of its judgment in good faith, and within three (3) business days after receipt by Charity, Charity may, in its sole discretion, disapprove any Promotional Material on the grounds that it is inconsistent with the image of Charity or the charitable interests it serves or inaccurately represents the terms of the Agreement. If Charity does not give notice in writing of its approval of any submission within three (3) business days, Charity shall be deemed to have disapproved any submission.

Charity shall submit to Client any advertising, press or promotional materials related to the Promotion or the Donation ("**Charity Material**") at least five (5) business days in advance of any deadline for final approval of such Charity Material. In the exercise of its judgment in good faith, and within five (5) business days after receipt by CLIENT, CLIENT may, in its sole discretion, disapprove any Charity Material on the grounds that it inaccurately represents the Promotion or the Donation. If Client does not give notice in writing of its disapproval of any submission within five (5) business days, Client shall be deemed to have disapproved any submission. 3. This Agreement is subject to all applicable state, federal, county and municipal laws, statutes and regulations including, without limitation, all such laws, statutes and regulations relating to applicable the solicitation of charitable contributions. Charity agrees that it will comply with all applicable charitable solicitation statutes and commercial co-venturer statutes including by, if applicable, filing copies of this Agreement with the appropriate state officials prior to the commencement of the Donation. Charity further agrees that it will be properly registered in all states and other jurisdictions that require registration for purposes of the solicitation of charitable contributions prior to the commencement of the Do. Nothing in this Agreement shall be construed to make the parties agents of each other, partners or joint venturers or to permit either party to bind the other to any agreement. Charity is merely a passive beneficiary of the Donation from Client. Accordingly, neither Charity nor any of its directors, officers, employees, agents, representatives or volunteers shall be obligated to provide any promotion, marketing or other services with respect to this Agreement or any related activities

4. For purposes of this Agreement, all recognition or acknowledgement of Client and/or the Products provided to Charity shall be within the definition of a "use or acknowledgment" as defined in Treasury Regulations Section 1.513-4(c).

5. The term of this Agreement ("**Term**") will commence as of the date first set forth above and shall continue thereafter in full force and effect until , unless otherwise terminated in accordance with Section 6 herein.

6. Each party shall have the right to terminate this Agreement, without cost, penalty or liability, upon thirty (30) days written notice to the other party.

7. The judgment of Client with regard to any matters affecting the Donation shall be in Client's sole discretion and shall be binding and conclusive upon Charity.

8. This Agreement shall be interpreted according to the laws of the State of Ohio, without regard to its conflict of law principles. In the event of a dispute, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Cleveland, Ohio.

9. Indemnification by Client. Client shall defend, indemnify, and hold harmless Charity and/or Grantor and from all claims, liabilities, judgments, losses, costs, penalties, damages and expenses (including attorneys' and other professional fees, whether or not litigation is instituted) paid or incurred by Charity and/or Grantor by reason of any activities relating to this Agreement or any breach by Client of this Agreement. Notwithstanding, Client shall not be required to indemnify Charity and/or Grantor to the extent that any claim, liability, judgment, loss, cost, penalty, damage or expense is found by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of Charity and/or Grantor. Further, Client shall not be liable to Charity and/or Grantor for any civil penalties or other monetary penalties imposed by any state or federal agency based on Charity and/or Grantor's failure to comply with any applicable state and/or federal laws regulating charitable appeals.

Indemnification by Charity. Charity shall defend, indemnify and hold Client and/or Grantor harmless from all claims, liabilities, judgments, penalties, losses, costs, damages, and expenses (including reasonable attorneys' fees, whether or not litigation is instituted) paid or incurred by Client and/or Grantor by reason of any breach by Charity of this Agreement. Notwithstanding, Charity shall not be required to indemnify Client and/or Grantor to the extent that any claim, liability, judgment, loss, cost, penalty, damage or expense is found by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of Client and/or Grantor.

Indemnification by Grantor. Grantor shall defend, indemnify and hold Client and/or Charity harmless from all claims, liabilities, judgments, penalties, losses, costs, damages, and expenses (including reasonable attorneys' fees, whether or not litigation is instituted) paid or incurred by Client and/or Charity by reason of any breach by Grantor of this Agreement. Notwithstanding, Grantor shall not be required to indemnify Client and/or Charity to the extent that any claim, liability, judgment, loss, cost, penalty, damage or expense is found by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of Client and/or Charity.

As used in this section, "Charity," "Grantor" and "Client" include each party's directors, officers, employees, agents, affiliates, and volunteers, and their respective successors, assigns, heirs, executors, and personal representatives.

10. This Agreement constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and signed by both parties. No assignment shall be binding on either of the parties without the written consent of the other. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**MSLGROUP Americas, LLC.,** as agent on

**Larga Vista Community Center**

on behalf of its client, The Procter & Gamble  
Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Greater Cincinnati Foundation (Grantor)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_