



Sponsorship Agreement

This sponsorship agreement is dated 8th day of March, 2021 and is between ClicOutdoor, LLC (the “Promoter”) and Southeast Toyota Distributors, LLC (the “Sponsor”).

Promoter is hosting 2021 Destination Outdoor and 2022 Destination Outdoor events on a weekend during the respective calendar years, to be determined at a later date (the “Event”). Also included is the promotion of the event during the six months leading up to the Event.

Promoter wants Sponsor to support the Event and Sponsor wants to support the Event.

The Parties therefore agree as follows:

1. **Term.** This agreement will commence upon execution and continue through the conclusion of the second Event (the “Term”).

2. **Sponsorship.** In order to support Promoter and the Event, SET agrees to pay Promoter \$30,000.00 upon execution of the agreement and \$30,000 on January 31, 2022. Both payments to be divided evenly between SET Public Relations and Toyota Motor North America, Inc. (TMNA). In exchange for the second payment, Sponsor will receive benefits in Schedule A.

- 2021 Event
 - SET: \$15,000
 - TMNA: \$15,000
- 2022 Event
 - SET: \$15,000
 - TMNA: \$15,000

3. **Event Location and Date.** The parties agree that the location and date of the Events, will be agreed upon by both parties, prior to the Event date. If Promoter changes the date or location of the Event without Sponsor’s approval, Sponsor will have the option to terminate the agreement and receive a prorated refund based on Promoter’s completed expenses in preparation for event. Sponsor agrees to grant a second chance at Event execution by Promoter with mutually agreed upon new date and location before seeking prorated refund of funds paid.

4. **Use of Trade Names.** Each party grants the other a royalty-free, exclusive license to use the trademarks and logos of the other party (“Marks”), such use to be limited to the sponsorship of the Event. The parties will not use any of the other party’s Marks without express written consent prior to each such use. The parties will not use any of the other party’s Marks in a way which would cause any person to reasonably infer, or would otherwise convey the impression that the parties are in any way affiliated with, or otherwise acting on behalf of each other. The parties acknowledge that the provisions of this paragraph do not convey any ownership interest in the other party’s Marks.



5. Indemnification. The parties agree that:

a. Sponsor will indemnify Promoter and its officers, directors, employees, subcontractors and agents (hereinafter, "Promoter Indemnities") from any liability, damage, loss or expense arising out of any claim, suit, action, demand or judgment against a Promoter Indemnity to the extent resulting from: (i) a material breach by Sponsor of any of its representations or obligations in this agreement; (ii) any negligence or willful misconduct of Sponsor or any of its officers, directors, employees or affiliates; provided, however, that this indemnity obligation of Sponsor will not apply to the extent such claim arises in whole or in part from any negligence or willful misconduct of Promoter or any of its officers, directors, employees, or affiliates.

b. Promoter will indemnify Sponsor and its parent company, officers, directors, employees and affiliates (hereinafter, "Sponsor Indemnities") from any liability, damage, loss or expense arising out of any claim, suit, action, demand or judgment against a Sponsor Indemnity to the extent resulting from: (i) a material breach by Promoter of any of its representations or obligations in this agreement; or (ii) any negligence or willful misconduct of Promoter or any of its officers, directors, employees or affiliates; provided, however, that this indemnity obligation of Promoter will not apply to the extent such claim arises in whole or in part from any negligence or willful misconduct of Sponsor or any of its officers, directors, employees, or affiliates.

6. Insurance. During the term of this agreement, Promoter must maintain, at its own expense, the following insurance:

a. Commercial General Liability (occurrence form) including, but not limited to, Bodily Injury, Personal Injury, Property Damage, Mobile Equipment, Products and Completed Operations, and Contractual Liability with a minimum limit of US \$1,000,000 per occurrence. Sponsor, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents shall be named as additional insured on this policy and a waiver of subrogation and recovery will be included in favor of Sponsor, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, agents and insurers.

b. Umbrella Liability with minimum limits US \$5,000,000 per occurrence, on terms at least as broad as the underlying Commercial General Liability.

Each insurance policy must be provided by an insurance carrier (i) duly registered with the state in which the services are to be performed; and (ii) authorized to conduct business in such state. Each insurance carrier must have an A-:VII or better rating according to AM Best Company Rating Guide. All insurance coverage provided by the Promoter shall be primary to all and non-contributory with any and all other coverage maintained by or afforded to Sponsor, its subsidiaries or affiliates, and their respective officers, directors, shareholders, employees, and agents. Promoter must deliver a Certificate(s) of Insurance evidencing the insurance coverage required by this agreement to Sponsor at the address set forth below at the time this agreement is executed or within a reasonable time thereafter, and within a reasonable time after coverage is renewed or replaced. Sponsor's receipt of certificates of insurance that do not comply with the requirements above, or failure to receive certificates,



will not constitute a waiver or modification of the requirements set forth herein. Should any of the above described policies be cancelled before the expiration thereof, Promoter shall immediately replace such coverage so that no lapse in coverage occurs and provide notice in the form of binders or certificates of the replacement coverage to Sponsor. The address for delivery of certificates is:

Southeast Toyota Distributors, LLC
Corporate Insurance Services
PO Box 1160
Deerfield Beach, FL 33443

The foregoing insurance requirements shall not limit the Promoter's obligations under this agreement, including, but not limited to, the Promoter's indemnity obligations hereunder.

7. No Partnership or Joint Venture. The parties do not intend to create a partnership or joint venture.

8. Successor and Assigns. Neither party may assign this agreement without the other party's written consent. This agreement shall be binding upon and inure to the benefit of the parties and their successors.

9. Governing Law, Attorneys' Fees, and Venue. This agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law principles. In connection with any proceeding relating to this agreement, prevailing party will be entitled to recover court costs and reasonable attorney's fees throughout all trial and appellate proceedings from the other party. The parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in a federal or state court in Morgan County, Indiana, as applicable.

10. Force Majeure/Cancellation. Notwithstanding any other provision herein to the contrary, neither party will be liable for its failure to perform its obligations under the agreement if such failure to perform is caused by events or circumstances beyond its reasonable control including, but not limited to: acts of God, war, terrorism or threat of terrorism, riot, government act or restriction, fire, flood, hurricane, global pandemics or casualty (any such event, a "Force Majeure Event"). In the event that a party reasonably anticipates that it will not be able to perform any obligations due to a Force Majeure Event, the affected party must give prompt written notice to the other party. Either party may terminate the agreement in the event performance is prohibited or such party reasonably anticipates that a Force Majeure Event, if Promoter fails to provide an alternate date and location, Promoter shall either (a) refund a prorated amount of the funds paid by Sponsor to Promoter for the cancelled Event within ten (10) business days or (b) retain the funds as full payment for the same sponsorship of the same, or a similar, event in 2021 or 2022, as approved by Sponsor.

11. Termination. This agreement may be terminated prior to the expiration of the Term by either party if the other party is in breach of any material provision of this agreement and such breach is not cured within ten (10) days after receipt of written notice of the breach to



the breaching party, or if such breach requires more than ten (10) days to cure, the breaching party fails to commence the cure and thereafter diligently complete the cure within a reasonable period of time.

12. Notices. All notices shall be given in writing either by personal delivery electronic mail or first-class mail, postage prepaid, at the respective addresses of the parties listed in the signature block below.

13. Warranties. Each party represents that it will, perform the services and create any deliverables in compliance with all applicable federal, state, and local laws and regulations of all applicable jurisdictions and any amendments thereto and in such a manner so as not to cause the other party to be in violation of any laws.

14. Miscellaneous. Headings are intended for convenience only and in no way should be considered in interpreting this agreement. If any provision of this agreement is declared invalid or unenforceable, the remainder of the agreement will be valid and enforced to the fullest extent possible. This agreement may be executed in any number of counterparts and all executed counterparts will constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart. The individuals whose signatures appear below represent that they are authorized representatives of the corporations or entities on whose behalf they entered into this agreement and that they possess the full power and authority to enter this agreement.

15. Entire Agreement; No Amendment; No Waiver. This agreement constitutes the entire agreement between the parties. This agreement supersedes any and all prior agreements of any kind and no other agreement shall bind the parties except as expressly set forth herein. This agreement may be only amended or otherwise modified in writing executed by both parties. No waiver of any provision of this agreement is effective unless in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.

The parties are signing this agreement on the date stated in the introductory clause.

Southeast Toyota Distributors, LLC
250 Jim Moran Blvd.
Deerfield Beach, FL 33442

ClicOutdoor, LLC
782 W Gasburg Lane
Mooresville, IN 46158

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

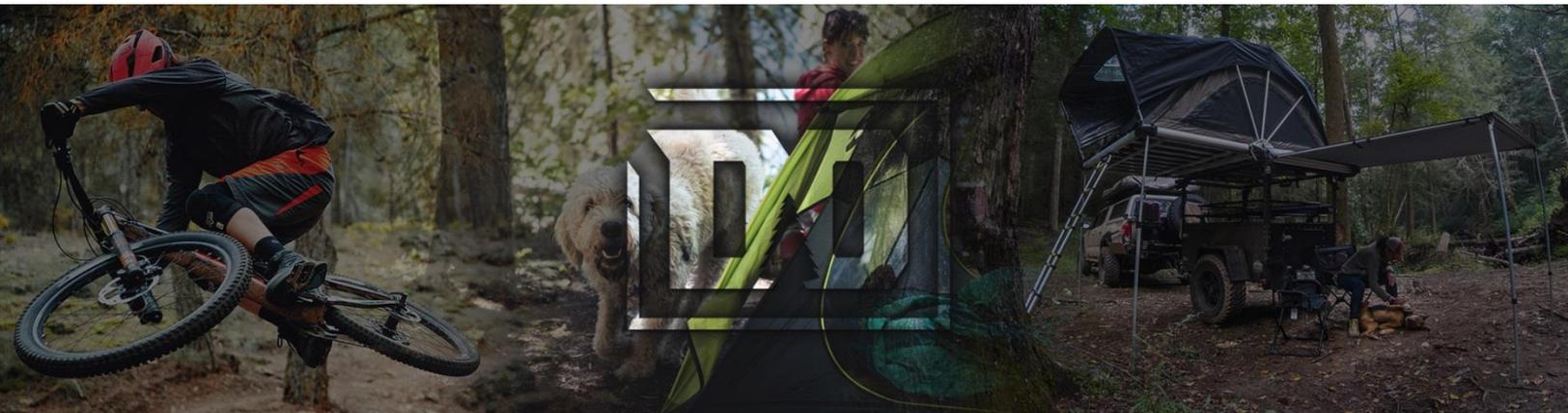
Title: _____

Schedule A – Schedule of Benefits

In exchange for the payment in Paragraph 2 of the agreement, SET will receive the following benefits:

Event & Marketing Campaign Goals:

- 1.) Promote a new narrative surrounding the line of vehicles that produces product exposure centered around the great outdoors.
- 2.) Generate a diverse array of product and lifestyle content featuring builds alongside several of ours.
- 3.) Build hype and social chatter leading up to and after the event.
- 4.) Boost consumer confidence in the vehicles and continue to reinforce confidence in Toyota as a whole by using organic real life outdoor experiences, focusing not only on the vehicle but more so on where the vehicle can take you and what you can do with a Toyota.
- 5.) Incorporate Toyota’s heritage and highlight vehicle dependability, reliability and performance when applicable.



2021 Destination Outdoor – North Carolina

2022 Destination Outdoor – TBD

Hosted by Team4Runner, in Association with Toyota

Hosted by Toyota enthusiasts but open to all 4x4 makes and models and 100% free to all attendees, Destination Outdoor seeks to promote and empower vehicle owners regionally to explore and enjoy the great outdoors. From local off road trail systems, to hiking, biking, kayaking, camping and more, this event seeks to develop the next generation of outdoor Toyota enthusiasts.

We intend to accomplish this using the following activities:

- Trail Clean Up Challenges
- Multi-vendor/Brand Giveaways
- Barbecue
- Exclusive Unveils & Outdoor Product Demos
- Group Camping
- Custom Vehicles On Display



Above represents initial ideas and concepts but are not written in stone*

Primary Event Partner Requirements (Toyota)

- Provide a giveaway for the event for use with our event promotions.
- Provide any and all branded promotional material you desire or need. (Ex: Bags, Stickers, Brochures, Patches, Handouts, etc.)
- Provide logistical support with regards to identifying a local venue, transportation of promotional material, etc.
- Provide 1-3 4x4 vehicles, ex: (4Runner, Tacoma, Tundra, etc.).
 - A Vehicle Use Agreement will be signed by ClicOutdoor for the use of any SET vehicles.
- Additional assistance may be required and will be disclosed as we discuss and further plan this event.

Event Development & Promotion Package

Included in Event Partnership

- Giveaway announcement graphics & promotion
- Logo on website
- Logo on any event ads made
- Promo video mention on credits (top placement)
- Guaranteed display of your vehicles, both parked for viewing and in action during the trail ride demos portion of the event
- Logo on select signage at the event or display of any signage you have provided
- Post-event report and/or think tank session to discuss an overview of each event.
- Exclusivity as the sole vehicle manufacturer for Destination Outdoor.

Event Development

- All event related online graphics
- Event website management
- Online registration form management
- Development of event related promotional material (koozies, shirts, stickers, patches, etc.)
- Management and development of event related social channels (primarily Instagram, Facebook and YouTube.)
- Majority of event planning and logistics unless otherwise delegated to an event sponsor.
- Location scouting and selection

Promotion and Marketing Campaign

Six (6) months total. Four (4) months before the event, the month of the event and the month following the event. Any social media posts, printed marketing materials, ads, etc., that mention SET as sponsor will be submitted for approval by SET legal.



Social Media Features – (30-35 dedicated posts and stories across the following channels)

- Social media features across the following accounts
 - @Team4Runner
 - @TrailsAndTrucks
 - @WheelingWithDogs
 - @TeamRav4
 - @OverlandNation
 - @TorconTRD
 - @Radventure4
 - @Fargo4x4
- *Additional Accounts TBD*

Videography

- Dedicated feature in the 45 second - 1 minute short, filmed by our team, showcasing the event and contributing sponsors. To be used as promotional material for future events.
- 30sec promo 4Runner – Including promotion on our channels
- 30sec promo RAV4 – Including promotion on our channels

Photography

- All photography generated at the event will be edited and made available to your team. (100+ Photos Guaranteed)

Reviews /Articles

- Guaranteed review/article on Team4Runner.com for each Vehicle displayed at the event.

Destination Outdoor – \$30,000 per year, 2-year deal. (Co-Host Level)

Deliverables Summary

Any social media posts, printed marketing materials, ads, etc., that mention SET as sponsor will be submitted for approval by SET legal.

Posts:

- 30-35 dedicated posts minimum (Spread across related accounts Ex: Team4Runner, WheelingWithDogs, Overland Nation, etc.). This includes: stories, feed posts, reels and more.
- 2 Dedicated videos. 30 seconds-1 minute each for use to promote the event and Toyota vehicles.
- 6 Shorts. 10-15 seconds each. Clipped from the above shoots for use on social or anywhere you desire.
- Features in event promo video produced after event.

Photos:

- 100-150 photos stemming from dedicated shoots with any vehicles you provide us or our own as well as any content produced during the event

Organic Promotion:

- Natural, non-spammy promotion when applicable through commenting, DMs or other types of messages on IG accounts, FB accounts, FB groups, etc.
- 6-month minimum promotion across our social media channels listed in this document.
- **3 Million impression guarantee** highlighting this event and Toyota as a brand overall. (over 6-month period mentioned above)

Additional Support - (Let us know what you're interested in and we can discuss pricing)

Content Creation



- Promos
- Raw video to provide to your advertising agencies
- Photography

Instagram Blasts

- Year-long features highlighting new releases, sales, dealerships, new customers, etc.
- Promotional support for other events or initiatives you are activating around regionally

The ClicOutdoor Client Promise

At ClicOutdoor we take our clients and our commitments very seriously. In fact, we make several promises to every client. We put them in writing and back them up with specific guarantees. With regard to the above-stated services, these are our promises to you, our valued client:

1. We promise to provide you all media and perform all services in a turn-key fashion.
2. We promise to listen to you, understand your objectives, and respond in a clear and easy-to-understand manner.
3. We promise you an initial consultation with a senior executive member of the ClicOutdoor management team.
4. In choosing to work together, we promise to communicate with you on a level that you will understand and discuss the process and procedures to be followed in simple terms.
5. We promise to respond and communicate with you in a timely fashion.
6. We promise to review and analyze your business and objectives in our exclusive management “Think Tank” sessions attended by all ClicOutdoor members. We will report back to you with suggestions on how to improve your business and be more profitable.
7. We promise to deliver an extraordinary value, a world-class experience and consistently attempt to exceed your expectations.