

CHARITABLE SALES PROMOTION & CO-VENTURE AND LICENSING AGREEMENT

This Charitable Sales Promotion & Co-Venture and Licensing Agreement (the “**Agreement**”) is entered into on the Effective Date (as set forth on Exhibit A), by and between Beyond Type 1, a California nonprofit corporation located at 545 Middlefield Road, Suite 220, Menlo Park, California 94025 (“**Charity**”), and the Company (as set forth on Exhibit A). This Agreement is designed to clarify the two parties’ responsibilities for regulatory compliance with state charitable sales promotions and commercial co-venture laws and regulations. Any capitalized term used in this Agreement without definition shall have the meaning ascribed to it in Exhibit A attached hereto, as completed in conjunction with the execution of this Agreement.

I. PURPOSE

The purpose of this Agreement is to benefit Charity and advance its not-for-profit mission to improve the lives of people living with Type 1 diabetes by providing programs and opportunities that change the understanding and treatment of those living with Type 1 diabetes and to mobilize the global community to fund research and support and achieve a cure for Type 1 diabetes. The Company desires to support Charity to carry out its mission and agrees to provide the support described in this Agreement. The Company understands that as a not-for-profit charitable organization, Charity cannot promote or endorse the Company’s products or services. Charity acknowledges that the Promotion as set forth herein does not constitute any such impermissible promotion or endorsement.

II. NATURE AND TERM OF PROMOTION

The Company shall conduct a charitable sales promotion (the “**Promotion**”) in which it shall make a donation to Charity for each sale by the Company of certain products or services as described in Exhibit A (the “**Promotion Product**”) on the Dining Date (as set forth on Exhibit A) (the “**Promotion Period**”). The Company shall provide to Charity a total donation equal to the amount as calculated based on the formula indicated on Exhibit A (the “**Promotion Amount**”). The geographic area of the Promotion shall be as indicated on Exhibit A (the “**Geographic Location**”).

III. USE OF INTELLECTUAL PROPERTY

Charity hereby grants the Company a limited, non-exclusive worldwide license (without the right to sublicense) to use Charity’s trademark, attached as Exhibit B (the “**Mark**”), for the duration of this Agreement, for the sole purpose of manufacturing, distributing, marketing, promoting and selling the Promotion Product embodying the Mark. The Company shall use the Mark only as permitted under this Agreement. Any designs incorporating the Mark but be approved by Charity prior to production. Nothing in this Agreement shall be deemed to constitute or result in an assignment of the Mark to the Company or to give the Company any right, title or interest in or to the Mark other than the right to use the Mark in accordance with this Agreement. The Company shall not register or apply to register the Mark, or any confusingly similar mark, or represent that it owns the Mark. The Company will not attack or challenge in any court of law, or in any other manner, the title of Charity to the Mark or Charity’s ownership of any copyrights in or distinctive features of the Mark, or the validity or enforceability of the Mark.

IV. TERMINATION

Either Party may terminate this Agreement upon 14 days written notice to the other Party. Without further action on the part of either Party, this Agreement shall automatically terminate ninety (90) days after the final date of the Promotion Period. Upon termination of this Agreement, the Company shall

provide Charity with final donations and accounting as described in Section V below and cease using the Charity name in any promotional activities. Furthermore, upon termination, the Company's right to use the Mark shall cease, and the Company shall immediately and permanently discontinue all use thereof. All obligations to comply with state laws and regulations under Section VIII of this Agreement shall survive the expiration or termination of this Agreement.

V. PAYMENT AND ACCOUNTING

The Company shall make an initial donation to Charity, in the amount stated above based on sales of the Promotion Product, within 90 days of the start of the Promotion Period. The Company shall continue to make further donations to Charity, in the amount stated above based on sales of the Promotion Product, every 90 days through expiration or termination of this Agreement. The Company shall provide Charity with a final accounting within 90 days of the end of the Promotion Period of the total donation made to Charity based on sales of the Promotion Product, and shall retain the final accounting and make it available to the Charity for a period of three (3) years following completion of the Promotion. The Charity donation is deemed to occur contemporaneously with receipt of the funds from the consumer purchasing the Promotion Product. All Charity donations are held in trust for Charity by the Company. Charity donations not immediately paid or delivered to Charity shall be held in trust for the benefit of Charity and be promptly paid or delivered to Charity by the Company as described above. All payments to Charity shall be made online at beyondtype1.org/donate, or via check payable to 'Beyond Type 1' and sent to Beyond Type 1, c/o Thom Scher, 545 Middlefield Rd, Suite 220, Menlo Park, CA 94025.

VI. DISCLOSURE OF DONATION

Materials that inform the consumer of the donation being made to Charity must clearly state the amount or percentage of the Charity donation that shall result from the purchase of the Promotion Product, the time period during which purchase shall result in a donation to Charity.

VII. CO-VENTURE STATEMENT OF RELATIONSHIP

Whenever the Company offers a Promotion Product for purchase to the public or promotes or advertises a Promotion Product, **the following statement of relationship or a similarly-worded statement of relationship must be included on the advertisement and offer for sale:**

“The Company is proud to support Charity. For every purchase of PROMOTION PRODUCT during PROMOTION PERIOD, the Company will donate PROMOTION AMOUNT to the Charity.”

VIII. COMPLIANCE WITH STATE LAWS

In conducting this promotion, both Charity and the Company agree to comply in a timely manner with the requirements of state laws and regulations applicable to each respective party with respect to the performance of its obligations hereunder. The parties further acknowledge and agree that the Promotion set out in this Agreement is subject to the requirements of the various state charitable solicitation laws. The Company and Charity acknowledge that some states impose registration requirements on co-venturers. The Company agrees that it has and will continue to comply with all registration requirements for co-venturers, including but not limited to the applicable requirements set forth on Exhibit C, in all states in which the Company intends to participate in the Promotion. Charity represents and warrants that it has complied with all federal and state laws allowing it to solicit funds. Charity

agrees that it has and will continue to comply with all necessary registration requirements to validate the co-venturer relationship, including but not limited to the applicable requirements as may be set forth on Exhibit D. New York law requires that written agreements for co-venture sales promotions conducted in the State of New York must include the following provision: that the charitable organization may cancel this contract without cost, penalty, or liability for a period of fifteen (15) days following the date on which the contract is filed with the New York Attorney General, if required. Notice of cancellation should be sent to the Company at the Company's address indicated on Exhibit A. A duplicate notice of cancellation should be sent to New York Attorney General, Attorney General Eric T. Schneiderman, The Capitol, Albany, NY 12224-0341.

IX. RESOLUTION OF CONFLICTS

The Parties agree in good faith to make every effort to resolve disputes that arise in the performance of this Agreement. Each Party shall make its best efforts to resolve any disputes informally or through a mutually agreed-upon mediator. However, in the event that mediation or informal resolution fails, the Parties will bring their claims arising under this Agreement in a court in the Northern District of California, and this Agreement shall then be governed by the laws of the state of California.

X. LIABILITY AND INDEMNIFICATION

The Company and Charity agree that each party is responsible for its own business activities and will not be held liable for the activities of the other party, except that the Company agrees to indemnify and hold harmless Charity, and its employees, representatives, and agents from any and all liability, loss, damage, cost or expense, including reasonable counsel fees and expenses, paid or incurred in connection with the Company's operation of the Promotion or sale of any products or services, or by reason of the Company's intentional or negligent conduct relating to performance of this Agreement. Charity assumes no liability to third parties with respect to the provision of any goods or services and/or any use of the Mark by the Company. The Company shall not be required to indemnify, defend or hold Charity harmless against claims asserting that the Mark infringes any trademark, copyright or other proprietary rights.

XI. NOTICE

All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, by overnight delivery, through the United States Postal Service by registered or certified mail, return receipt requested, or by electronic mail. Notices shall be sent to the following addresses for the respective parties unless written notice of a change of address is given:

For Charity:

Beyond Type 1
545 Middlefield Road, Suite 220
Menlo Park, California 94025

with a copy, not constituting notice, to:

Lowenstein Sandler LLP
Attn: Kathi A. Rawnsley
390 Lytton Avenue
Palo Alto, CA 94306

For the Company, the address set forth on Exhibit A.

XII. MISCELLANEOUS PROVISIONS

- A. Waiver: No failure of any Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- B. Severability: If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.
- C. Entire Agreement: This Agreement and its exhibits are the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter.
- D. Modification: This Agreement may only be modified, or any rights under it waived, by a written document executed by all Parties.
- E. Execution: This Agreement may be executed in any number of counterparts, all of which taken together will constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CHARITY

(Two signatures required.)

Beyond Type 1

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 545 Middlefield Road, Suite 220, Menlo Park, California 94025

COMPANY

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
INFORMATION SHEET AND DEFINITIONS
TO THE
CHARITABLE SALES PROMOTION & CO-VENTURE AND LICENSING AGREEMENT

Effective Date: _____

Company: Legal Name: _____

Type of Entity: _____

Address: _____

Federal EIN: _____

Website: _____

Telephone: _____

Email Address: _____

Fax (if applicable): _____

Dining Date: _____

Promotion Product: all sales at Promotion Location during the Promotion Period.

Promotion Location(s): _____

Promotion Amount: SELECT ONE:

___ percent of the gross proceeds from sales of the Promotion Products purchased during the Promotion Period.

EXHIBIT B

Beyond Type 1 Trademarks:

Trade-mark	Country	Registration No.	Owner
BEYOND TYPE 1	USA	86/699,739	Beyond Type 1
Beyond Type 1 & Design 	USA	86/699,737	Beyond Type 1
Dotted Drop Logo 	USA	86/699,734	Beyond Type 1

Note: All Beyond Type 1 logos, in high-resolution quality, are available for download online at <https://beyondtype1.org/beyond-type-1-logos/>

Beyond Type 1 ‘Beyond Bites’ Campaign Assets:

Beyond Type 1 has produced a wide variety of sample assets, available online at <https://beyondtype1.org/beyond-bites/> and <https://beyondtype1.org/beyond-bites-downloadables/>; all material found on that page is available for use by the co-venturer.

EXHIBIT C

STATE COMPLIANCE – CO-VENTURER OBLIGATIONS

Alabama

1. The Company shall register, or, if applicable, renew its registration, with the Alabama Attorney General as a commercial co-venturer. Applications for registration and renewal shall be in writing, under oath, in the form prescribed by the Alabama Attorney General, and shall be accompanied by an annual fee in the amount of one hundred dollars (\$100).
2. The Company shall file with, and have approved by the Alabama Attorney General, a bond in which the applicant shall be the principal obligor in the sum of ten thousand dollars (\$10,000) with one or more sureties whose liability in the aggregate as sureties will at least equal that sum.
3. The Company must file a copy of the Agreement with the Alabama Attorney General within 10 days after the Agreement is executed.
4. As required by Alabama Code § 13A-9-71(i), the Company must, within 90 days of the termination of the Agreement, file a closing statement with the Alabama Attorney General disclosing gross receipts and all expenditures incurred in the performance of the contract.

Arkansas

1. The Company shall keep the final accounting for the Promotion for three (3) years after the final accounting date, and the accounting shall be available to the Arkansas Attorney General upon reasonable request.
2. The Company shall disclose in each advertisement for the Promotion the amount per unit of goods or services purchased or used that is to benefit the charitable organization or purpose. Such amount may be expressed as a dollar amount or as a percentage of the value of the goods or services purchased or used.

California

1. If required by California law¹, the Company shall file an annual registration with the California Office of the Attorney General, and shall be accompanied by an annual fee in the amount of three hundred fifty dollars (\$350).
2. As required by California Government Code § 12599.2(c), the Company shall file an annual financial report with the California Attorney General's Registry of Charitable Trusts on behalf of Charity for all donations solicited during the preceding calendar year, no later than 30 days after the close of the preceding calendar year.

Connecticut

1. The Company shall keep the final accounting for the Promotion for three (3) years after the final accounting date, and the accounting shall be available to the Connecticut Department of Consumer Protection upon request.

Hawaii

1. As required by Hawaii Rev. Stat. § 467B-5.5, the Company shall file a copy of a Written Consent Form describing the nature of the Co-Venture relationship with the Hawaii Department of the

¹ Note: Registration and annual reports in California are not required if the coventurer (1) has a written contract with Charity signed by two officers of Charity, (2) makes transfers to Charity every 90 days following the initial representation that a purchase will benefit Charity of all funds received as a result of the representations, and (3) provides a written accounting to Charity with each transfer of all funds received sufficient to enable Charity to determine that public representations were accurate.

Attorney General/Tax Division.

Illinois – The Company must comply with one of the following:

1. Register as a trustee for holding the charitable donations on Form CO-1, prescribed by the Illinois Attorney General;
2. Ensure prompt delivery of donations to Charity such that the Company does not hold more than \$4,000 in charitable funds held in trust for the Charity at any given time; or
3. File a copy of a written instrument providing for the title, powers, and duties as a trustee of property solicited for a charitable purpose in Illinois pursuant to 760 Ill. Comp. Stat. § 55/2, 55/3, and 55/6.

Massachusetts

1. As required by M.G.L.c. 68. S. 22, the Company must file a copy of the Agreement with the Director of the Massachusetts Charities Division within 10 days after the Agreement is executed.

Mississippi

1. The Company shall file with the Mississippi Secretary of State notice of the Promotion no less than seven (7) days prior to the start of the Promotion. Such notice must include a copy of the Agreement.
2. The Company shall file a financial accounting of the charitable sales promotion no later than thirty (30) days after the conclusion of the Promotion if the Promotion is less than one (1) year. If the promotion period is greater than one (1) year, the Company shall file an annual financial accounting each year of the Promotion no later than thirty (30) days after the anniversary date of the first notice of the Promotion filing, and shall file a final financial accounting of the Promotion no later than thirty (30) days after the conclusion of said Promotion. The accounting, annual accounting or final accounting shall include the following:
 - a. The number of units of goods or services sold in Mississippi;
 - b. The amount of gross sales in Mississippi;
 - c. The amount of those gross sales paid by the Company to Charity; and
 - d. In the case of a multi-state, national or international campaign, the percentage of total sales in Mississippi paid to Charity

New Hampshire

1. The Company shall sign and assist with filing a Notice of Charitable Sales Promotion on behalf of Charity with the New Hampshire Attorney General prior to the commencement of the Promotion.

New Jersey

1. The Company shall provide to Charity a certification from an officer or principal of the Company attesting to the gross amount of income received by the Company attributable to the Promotion;

North Carolina

1. The Company shall keep the final accounting for the Promotion for three (3) years after the final accounting date, and the accounting shall be available to the North Carolina Department of the Secretary of State within ten (10) days of receipt of request.

Oregon

1. The Company shall keep the final accounting for the Promotion for three (3) years after the final

accounting date, and the accounting shall be available to the Oregon Attorney General or any nonprofit beneficiary within twenty (20) days of receipt of request.

South Carolina

1. Annual Registration: The Company must file a Registration Application for a Commercial Co-Venturer with the South Carolina Secretary of State's Office on an annual basis. A registration fee of \$50 must be included with the form. The registration process must be completed prior to any solicitation activity.
2. Notice of Solicitation Forms and Contracts: The Company must file a Notice of Solicitation-CCV and a copy of the Agreement. These should be filed at least ten days prior to any solicitation activity. There is no fee associated with this filing.
3. Joint Financial Reports: The Company must submit a Joint Financial Report for Commercial Co-Venturer for a Promotion within 90 days after the Promotion has ended. In the result that Promotion runs for more than one year, the financial report is to be submitted within 90 days after the anniversary of the Promotion. There is no fee associated with this filing.

EXHIBIT D

STATE COMPLIANCE – CHARITY OBLIGATIONS FOR CO-VENTURE

Arkansas

1. As required by Arkansas Code Annotated § 4-28-408, Charity shall file a copy of the Agreement and a completed Notice of Sales Promotion with Commercial Coventurer (Form CR-04) with the Arkansas Attorney General prior to the commencement of the Promotion, via email to Charities@ArkansasAG.gov.

California

1. Charity shall, as reasonably requested by the Company, verify and assist the Company in completing its annual financial report with the California Attorney General's Registry of Charitable Trusts for all donations solicited on behalf of Charity during the preceding calendar year.

Connecticut

1. As required by Connecticut General Statute § 21a-190g, Charity shall file a copy of the Agreement with the Connecticut Department of Consumer Protection not less than ten days prior to the commencement of the Promotion within Connecticut, via email at ctCharityHelp@ct.gov.

New Hampshire

1. Charity shall file a Notice of Charitable Sales Promotion, with the New Hampshire Attorney General prior to the commencement of the Promotion.

New Jersey

1. Charity shall file the Agreement with the New Jersey Attorney General at least 10 business days prior to the initiation of the Promotion.
2. At the conclusion of the Promotion, Charity shall file in writing on forms prescribed by the Attorney General:
 - a. A certification from an officer or principal of the Company attesting to the gross amount of income received by the Company attributable to the Promotion;
 - b. The amount of money or other contribution remitted to Charity covering each Promotion;
 - c. A copy of each advertisement, publication, solicitation or other material used as part of the Promotion to directly or indirectly induce a contribution.