2019 SPONSORSHIP PROSPECTUS

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ABOUT GOODWILL®

Goodwill Industries® works to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity and helping people in need reach their full potential through learning and the power of work. Goodwill has helped people go to work since 1902. Read more about Goodwill through the following links.

- About Goodwill
- Goodwill Programs

Goodwill Industries International (GII) provides sponsorship, partnership, vendor and tradeshow opportunities to organizations that have goods and services that may benefit Goodwill member organizations. Each Goodwill organization operates independently and makes its own purchasing decisions. A company's affiliation as a sponsor, partner, vendor or tradeshow exhibitor with GII does not imply that GII favors one company over another.

Goodwill® and Goodwill Industries® are registered trademarks of GII. Other product and company names mentioned herein may be the trademarks of their respective owners.

Goodwill has:

- **161 member organizations**
- **3,250 Goodwill stores (North America)**
- **129,795 employees**
- **38,685,240 people served**

Goodwill is:

- **Recognized by GuideStar with its Platinum Seal of Approval.**
- **Ranked in the top five brands that inspired consumers the most with its mission in the World Value Index for three consecutive years (enso).**
- **The second-largest nonprofit organization in the United States.**
- **Named one of America's top 20 inspiring companies for three consecutive years (Forbes).**

ABOUT GOODWILL EVENTS

GII holds four conferences annually, bringing together hundreds of Goodwill professionals from across the United States and Canada who seek to improve their operations, lobby for government support and advance the Goodwill mission.

Goodwill conferences:

- **INFORM** – Sessions, workshops and roundtable discussions
- **ENGAGE** – Local Goodwill tours, town halls, meet-ups and exhibits
- **RECOGNIZE** – Awards banquets and receptions

PROFILE OF EVENTS

Annual Meeting of the Conference of Executives (AMCOE)
200 Attendees
C-Level and Executive Development Program (EDP) Participants
February 18 – 20, 2019
Hilton Sandestin Beach Golf Resort & Spa, Miramar Beach, FL

Delegate Assembly (DA)
350 Attendees
C-Level, EDP Participants and Board Members
June 23 – 25, 2019
Wyndham Grand Pittsburgh Downtown, Pittsburgh, PA

Spring Conference (SPRING)
350 Attendees
Mission Advancement, Resource Development and Human Resources Professionals
April 28 – May 1, 2019
Omni Fort Worth, Fort Worth, TX

Summer Conference (SUMMER)
350 Attendees
Business Development, Contracts, Ecommerce, Finance, IT, Sustainability, Marketing, Retail, Loss Prevention, Safety and Risk Professionals
August 11 – August 14, 2019
Spokane Convention Center, Spokane, WA

WHY SPONSOR?

BUILD RELATIONSHIPS AND MARKET YOUR ORGANIZATION

Participate in valuable networking opportunities that allow you to personally introduce yourself to potential customers, build upon your standing relationships, demonstrate industry innovations and distribute samples of your products.

ALIGN WITH THE GOODWILL BRAND

GII is a 501(c)(3) nonprofit that is recognized by GuideStar with its Platinum Seal of Approval, the organization's highest rating for charities. For the past three years, Goodwill was ranked in the top five brands that inspired consumers the most with its mission in the World Value Index, commissioned by the creative agency, enso. Goodwill has been on the *Forbes* list of top 20 most-inspiring companies for three consecutive years — the only nonprofit featured on that list. Aligning with such a powerful brand and household name allows your organization to expand its sales revenue and reach audiences it may otherwise leave untapped.

CHANGE LIVES

Partner with Goodwill and improve the lives of people in the communities where you live and work. Goodwill generates opportunities for people to achieve economic stability and build strong families and vibrant communities through job training and placement services and other community-based programs. By working with Goodwill, you create jobs.

PRIOR YEAR SPONSORS

PLATINUM SPONSORS

Dell Reconnect
Technology recycling with Goodwill®

GOLD SPONSORS

CINTAS

PENSKE Rental Leasing Logistics

SILVER SPONSORS

Solutions IDEAS THAT WORK

Solstice Sleep Products™

KEYNOTE SPONSOR

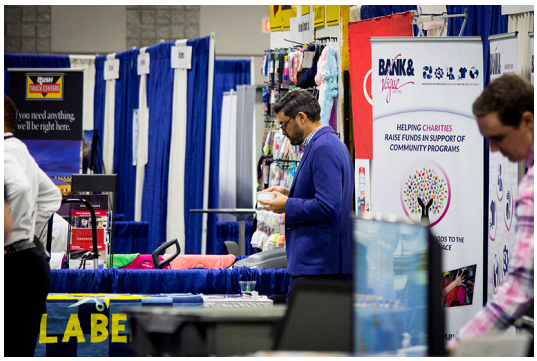
COMCAST BUSINESS

BRONZE SPONSORS

Balcon Enterprises
Bank & Vogue
Berengaria
Boyden
Coastal Cloud
Credomatic of Florida
Fifth Third Bank
Foresight Automation, Inc.
GoldTech
Guggenheim
GuideOne Insurance
Local Marketing Solutions
Mercer
National Charity Services
Neatoscan
PCI Waste and Recycling Equipment
Planet Gain
RER Energy Group
Retail Control Systems
Revolution Systems
RightPath
Ryder
*shop*goodwill.com®
Snagajob
TSYS Merchant Solutions
T.H. Easter Consulting
Willis Towers Watson
Wilson Marketing
Worldpay

GII SPONSORSHIPS AT A GLANCE

ANNUAL SPONSORSHIP



Annual sponsorships offer year-long benefits and provide the highest level of exposure for organizations seeking to work with Goodwill and its 161 community-based members. **Annual sponsorship packages vary depending on sponsorship level.**

Platinum: $50,000 **Gold**: $30,000
Silver: $20,000 **Bronze:** $10,000

Annual sponsors have the privilege of participating in Goodwill C-level events, providing brief keynote remarks, securing branding at executive training events and enjoying pre-scheduled meetings at all conferences. Additionally, annual sponsors may bring up to four staff members to each conference.

EVENT SPONSORSHIP

Event sponsorships are designed for organizations interested in exposure to specific Goodwill audiences at GII conferences.

Keynote: $10,000 **Livestream**: $15,000
Award: $10,000 **Preconference:** $10,000

Event sponsor companies have the privilege of participating at any selected Goodwill event and may also expand their reach beyond the conference attendees through virtual channels.

À LA CARTE SPONSORSHIP

À la carte sponsorships offer flexibility to organizations interested in cost-effective advertising to conference attendees. Organizations may choose from an assortment of promotional and advertising opportunities.

PLATINUM ANNUAL SPONSORSHIP

Secure the most exclusive access as you network and inform Goodwill's C-suite.

Access Opportunities

- (4) Access Passes to Each GII Conference
- (1) Table Exhibit at AMCOE, Spring and DA
- (1) Double Booth at Summer Member Marketplace *LIVE* (MML)
- (4) Passes to Award Luncheons and Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Graduate or Achiever Awards Presenter
- (1) Session Speaker/Contributor at Any Conference
- (1) Attendee-Vendor Engagement Activities
- (1) Keynote Sponsor – Spring or Summer Conference

Branding Opportunities

- (4) Usages of GII Logo in Conference Marketing
- (4) Conference Website Sponsor Logo Placements
- (4) Emails with Link to Conference Sponsor Page
- (4) Mobile App Sponsor Listings
- (1) Member Marketplace *ONLINE* (MMO) 12-Month Subscription
- (1) MyGoodwill Sponsor Page
- (4) Logo Placements in Attendee Confirmation Emails
- (4) General Session Commercial Spots
- (4) Schedule at a Glance (SAAG) Sponsor Logo Placements
- (2) C-Level Conference Luncheon Sponsor/Logo Placements
- (4) Mobile App Switchboard Ads
- (4) Welcome Reception Logo Placements
- (4) Conference Neck Wallet or Lanyard Logo Placements
- (4) Conference Bag Logo Placements or Bag Inserts
- (2) Executive Development Program (EDP) and Senior Leader Program (SLP) Event Website and Email Logo Placements
- (4) Logo Placements on Attendee Highlights Emails

Digital Opportunities

- (4) On-Demand Webinar Series Opportunities
- (1) On-Demand Webinar Aired Live During MML Hours
- (1) Pre-MML Marketing Email
- (1) Retargeted Email (Based on Conversion)
- (1) CEO Transition Notification Email Alert

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates
- (2) CEO Transition Notification Email Alerts

Annual Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due in three installments.**
- **Existing sponsor renewals deadline – October 31.**

Purchase Sponsorship

GOLD ANNUAL SPONSORSHIP

Enjoy high visibility as you inform Goodwill leaders at sessions and award events.

Access Opportunities

- (4) Access Passes to Each GII Conference
- (1) Table Exhibit at the Annual Meeting of the Conference of Executives (AMCOE), Spring Conference and Delegate Assembly (DA)
- (1) Single Booth at Summer Member Marketplace *LIVE* (MML)
- (4) Passes to Award Luncheons and Banquets
- (4) Passes to Host Night Out
- (4) Passes to Host Goodwill Tour
- (1) Helms or Watkins Awards Presenter
- (1) Session Speaker/Contributor at Either Spring or Summer Conference
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (4) Usages of GII Logo in Conference Marketing
- (4) Conference Website Sponsor Logo Placements
- (4) Email Links to Conference Sponsor Pages
- (4) Mobile App Sponsor Listings
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page
- (4) Logo Placements in Attendee Confirmation Emails
- (4) General Session Commercial Spots
- (4) Conference Facility Map Logo Placements
- (2) MML Luncheon Logo Placements
- (4) Mobile App Banner Ads

Digital Opportunities

- (4) On-Demand Webinar Series
- (1) On-Demand Webinar Live Air During MML Hours
- (1) Pre-MML Marketing Email
- (1) Retargeted Email (Based on Conversion)

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates
- (2) CEO Transition Notification Email Alerts

Annual Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due in three installments.**
- **Existing sponsor renewals deadline – October 31.**

Purchase Sponsorship

SILVER ANNUAL SPONSORSHIP

Showcase to and educate Goodwill staff at GII events.

Access Opportunities

- (4) Access Passes to Each GII Conference
- (1) Table Exhibit at AMCOE, Spring and DA
- (1) Single Booth at Summer MML
- (4) Passes to Award Luncheons and Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (4) Usages of GII Logo in Conference Marketing
- (4) Conference Website Sponsor Logo Placements
- (4) Email Messaging Links to Conference Sponsor Page
- (4) Mobile App Sponsor Listings
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Digital Opportunities

- (2) On-Demand Webinar Series
- (1) On-Demand Webinar Aired Live during MML Hours

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Annual Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due in three installments.**
- **Existing sponsor renewals deadline – October 31.**

Purchase Sponsorship

BRONZE ANNUAL SPONSORSHIP

Showcase your brand at all GII events cost effectively.

Access Opportunities

- (4) Access Passes to Each GII Conference
- (1) Table Exhibit at AMCOE, Spring and DA
- (1) Single Booth at Summer MML
- (4) Passes to Award Luncheons and Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour

Branding Opportunities

- (4) Usages of GII Logo in Conference Marketing
- (4) Conference Website Sponsor Logo Placements
- (4) Emails with links to Conference Sponsor Page
- (4) Mobile App Sponsor Listings
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Annual Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due in three installments.**
- **Existing sponsor renewals deadline – October 31.**

Purchase Sponsorship

EVENT KEYNOTE SPONSORSHIP

Keynote sponsorships allow sponsor organizations to speak briefly to all conference attendees prior to keynote speakers. This opportunity allows for full-conference brand exposure and on-site meetings with current and prospective clients.

Access Opportunities

- (4) Access Passes to One Sponsored GII Conference
- (1) Table Top or Single Booth at One Sponsored Conference
- (1) Three-minute Remarks Ahead of Keynote Speaker at One General Session
- (4) Passes to Award Luncheons or Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (1) Usage of GII Logo in Conference Marketing
- (1) Conference Website Sponsor Logo Placement
- (1) Email with Links to Conference Sponsor Page
- (1) Mobile App Sponsor Listing
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Digital Opportunities

- (1) On-Demand Webinar Series
- (1) On-Demand Webinar Aired Live During MML Hours

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Event Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due in three installments.**
- **Sponsorship confirmation is subject to approval by keynote speaker.**

Purchase Deadlines:

- **Annual Meeting of the Conference of Executives – January 15, 2019**
- **Spring Conference – March 15, 2019**
- **Delegate Assembly – May 15, 2019**
- **Summer Conference – June 15, 2019**

Purchase Sponsorship

EVENT AWARD SPONSORSHIP

Visibly align your organization to Goodwill by sponsoring awards given to Goodwill staff and organizations that demonstrate excellence in fulfilling Goodwill's mission in their communities.

Access Opportunities

- (4) Access Passes to Sponsored GII Conferences
- (1) Table Top or Single Booth at One Sponsored Conference
- (1) Three-minute remarks at Spring Mission or Summer Retail Awards
- (4) Passes to Award Luncheons or Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (1) Usage of GII Logo in Conference Marketing
- (1) Conference Website Sponsor Logo Placement
- (1) Email with Links to Sponsor Page
- (1) Mobile App Sponsor Listing
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Digital Opportunities

- (1) On-Demand Webinar Series
- (1) On Demand Webinar Aired Live During MML Hours

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Event Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Co-sponsorships between two companies are permitted.**
- **Payment is due prior to event.**

Purchase Deadlines:

- **Spring Conference – March 15, 2019**
- **Summer Conference – June 15, 2019**

Purchase Sponsorship

EVENT LIVESTREAM SPONSORSHIP

Access Goodwill's vast virtual network through livestreamed learning conversations.

Access Opportunities

- (4) Access Passes to One Sponsored GII Conference
- (1) Table Top or Single Booth at One Sponsored Conference
- (1) 30-minute Presentation and Recording
- (4) Passes to Award Luncheons or Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (1) Usage of GII Logo in Conference Marketing
- (1) Conference Website Sponsor Logo Placement
- (1) Email with Links to Sponsor Page
- (1) Mobile App Sponsor Listing
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Digital Opportunities

- (1) On-Demand Webinar
- (1) On-Demand Webinar Aired Live During MML Hours
- (1) Official Conference Ebook Sponsor w/ Ad and Video Link
- (1) 3- to 8-Minute Commercial During Livestream
- (1) Livestream Session Speaker/Contributor
- (1) Logo Placement Throughout Livestream Event (One Day)
- (1) Intro and One Closing Segment Presentation
- (1) Pre- and Post-Event Poll of Virtual Attendees

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Event Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Payment is due prior to event.**

Purchase Deadlines:

- **Spring Conference – March 15, 2019**
- **Summer Conference – June 15, 2019**

Purchase Sponsorship

EVENT PRECONFERENCE SPONSORSHIP

Increase your return on investment by gaining exposure to Goodwill's staff at targeted workshop sessions that take place ahead of the main conference.

Access Opportunities

- (4) Access Passes to One Sponsored GII Conference
- (1) Table Top or Single Booth at One Sponsored Conference
- (1) 3-minute Remarks at Spring or Summer Preconference Workshops
- (4) Passes to Award Luncheons or Banquets
- (4) Passes to Host Night Out and Host Goodwill Tour
- (1) Attendee-Vendor Engagement Activities

Branding Opportunities

- (1) Usage of GII Logo in Conference Marketing
- (1) Conference Website Sponsor Logo Placement
- (1) Email with Links to Sponsor Page
- (1) Mobile App Sponsor Listing
- (1) MMO 12-Month Subscription
- (1) MyGoodwill Sponsor Page

Digital Opportunities

- (1) On-Demand Webinar
- (1) On-Demand Webinar Aired Live During MML Hours

Insight Opportunities

- (1) Network Report (HQs, Websites, Addresses)
- (1) Report of Goodwill Association Conference Dates

Event Sponsorship Guidelines:

- **Guided by GII Sponsorship Collaboration Agreement.**
- **Payment is due prior to event.**

Purchase Deadlines:

- **Spring Conference – March 15, 2019**
- **Summer Conference – June 15, 2019**

Purchase Sponsorship

À LA CARTE SPONSORSHIPS

À la carte sponsorships are geared for both conference and non-conference targeted exposure.

TARGETED CONFERENCE EXPOSURE

AMCOE and DA

- Continental Breakfast Sponsorship: $2,500
- Hotel Room Key Card: $2,500
- Mobile App Banner: $1,000
- Networking Break Sponsorship: $2,500
- Official Conference Ebook Sponsorship: $4,000
- Vendor-Facilitated Meeting Room: $2,500

Spring and Summer MML

- Attendee Email Marketing Message: $750
- Continental Breakfast Sponsorship: $2,500
- Dine-around Sponsorship: $350 + Catering
- Discounted MMO 12-Month Subscription: $600
- Hotel Room Key Card: $2,500
- Hotel Room Drop: $2,500
- Mobile App Banner: $1,000
- Networking Break Sponsorship: $2,500
- Vendor-Facilitated Meeting Room: $2,500 + Catering
- Vendor-Hosted Reception: $2,500 + Catering
- Vendor-to-Attendee Engagement Activities: $2,000

NON-CONFERENCE TARGETED EXPOSURE

- (1) MMO On-Demand Webinar: $1,500
- (1) MMO 12-Month Subscription: $1,200
- (1) MMO Web Banner: $1,000
- (1) MMO Article White Paper: $1,000

More options are available online.

À La Carte Sponsorship Guidelines:

- **Co-sponsorships are not permitted.**
- **Payment is due at purchase.**

Purchase Deadlines:

- **Annual Meeting of the Conference of Executives – January 15, 2019**
- **Spring Conference – April 15, 2019**
- **Delegate Assembly – May 15, 2019**
- **Summer Conference – June 15, 2019**

Purchase Sponsorship

À LA CARTE DESCRIPTIONS

CONFERENCE-TARGETED OPPORUTNITIES

1. **Attendee Email Marketing:** Grow awareness and subsequently your return on investment by sending an e-blast message to up to five segments of conference attendees.
2. **Continental Breakfast Sponsorship:** Increase your exposure by sponsoring the continental breakfast hour. This is a ***daily*** sponsorship opportunity and its benefits include your logo on the conference website, mobile app and networking break table tents.
3. **Dine-Around Sponsorship:** Connect over dinner with your core audience. Benefits also include a mention in the event mobile app and the ability to leave dinner participants with a promotional item/gift.
4. **Hotel Key Card:** Advertise to attendees through your company logo and message on room keys.
5. **Hotel Room Drop:** Impress attendees at the conference by having a thoughtful gift and/or marketing material delivered to rooms of all conference attendees. Limited to a selected day.
6. **Discounted Member Marketplace *ONLINE* (MMO) 12-Month Subscription:** List your company on Goodwill's virtual vendor database at the exhibitor discounted rate for 12 months. Includes an online profile and weekly ads. The discounted price is only available to companies that exhibit at an MML event.
7. **Mobile App Banner:** Increase your brand awareness through an ad banner on the mobile app.
8. **Networking Break Sponsorship:** Increase your exposure by sponsoring the networking breaks. This is a ***daily*** sponsorship opportunity and its benefits include your logo on the conference website, mobile app and networking break table tents.
9. **Official Ebook Sponsorship**: Maximize and extend your exposure to attendees and non-attendees by exclusively sponsoring the conference ebook. This sponsorship includes a full-page color ad and a link to your company video. Video cannot exceed 5 minutes.
10. **Vendor-Facilitated Meeting Room:** Conduct a business meeting with 15 or less existing or potential clients. This is a daily sponsorship opportunity and its benefits include up to two hours of access to a meeting room at the conference facility. The meeting room will be set up in your desired format. You will be responsible for marketing the meeting to potential participants. Audiovisuals, food and beverage are not included in the sponsorship fee.
11. **Vendor-Hosted Reception:** Network informally with attendees by hosting a reception. Food and beverage are additional costs at sponsor expense.
12. **Vendor-to-Attendee Engagement Activities:** Participate in gamification activities geared at connecting you to attendees during the Member Marketplace *LIVE.*

NON-CONFERENCE TARGETED OPPORUTNITIES

1. **MMO On-Demand Webinars:** Introduce your company to attending and non-attending Goodwill staff.
2. **MMO 12-Month Subscription:** Enjoy post-conference benefits of being listed on Goodwill's virtual vendor database for a full year.
3. **MMO Web Banner:** Increase your brand awareness through an ad banner within the monthly newsletter email to subscribers.
4. **MMO Article White Papers:** Educate subscribers with industry relevant topics connected to your products or services.

AD SPECS AND SCHEDULES

Video/Commercial

- Any standard video formats – FLV (Flash Video), AVI (Audio Video Interleave), MOV (Apple's QuickTime) or PowerPoint
- Video duration: 60 – 120 seconds
- Sponsor must provide video as a downloadable file or provide video on flash drive or DVD.
  - Entire video must be approved by GII's marketing and public relations departments.
  - Video must not show any Goodwill logo or infer a relationship to any Goodwill organization unless approved by GII's marketing and public relations department.
  - To accommodate multiple GII approvals and subsequent revisions, videos must be submitted by **January 15, 2019.**

Logos

- Vector format – EPS preferred
- Non-vector format – JPG or PNG preferred

Hotel Key Card

- Key cards are created by PLI Cards for select hotel venues. Ad specifications will be provided on each event's website prior to the event.

Mobile App Ads

- Banner Ads
  - Required size for phone – 640 x 100 pixels, PNG
  - Required size for tablet – 500 x 200 pixels, PNG

- Full-Screen Ads
  - Required size for phone – 242 x 2208 pixels, PNG
  - Required size for tablet – 536 x 2048 pixels, PNG

Member Marketplace *ONLINE*

- On-Demand Webinars – Click here for details.

- Article White Papers
  - Banner – 200 x 200 pixels, PNG
  - Article – 3 paragraphs, 750 – 100 words

SPONSORSHIP COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is made and entered into this day between Goodwill Industries International, Inc., with offices located at 15810 Indianola Drive, Rockville, MD 20855 (hereinafter known as "GII"), and COMPANY (hereinafter known as "Vendor").

WHEREAS GII is a charitable organization whose mission is to enhance the dignity and quality of life of individuals, families and communities by eliminating barriers to opportunity and helping people in need reach their fullest potential through the power of work.

WHEREAS, GII has member organizations connected to GII through a Member Agreement (hereinafter known as "Members").

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Collaboration Program Details

   By entering into this Collaboration Agreement, Vendor and GII agree to the following terms described in the Statement of Work (SOW) attached as Schedule A.

2. Independent Contractor

   Vendor represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Vendor and any third party.

   Neither party is authorized by the other under this Agreement to act on behalf of or in the name of the other party or any of their affiliates, subsidiaries or members. Neither party shall have the authority to bind the other in contract, debt or otherwise.

   This Agreement shall not render the Vendor an employee, partner, agent of, or joint venture with GII for any purpose.

3. Confidentiality

   During the term of this Agreement, both parties shall act in the best interest of the other. Both parties acknowledge that they may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information and membership lists. Both parties expressly agree not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of the other's work, unless authorized in writing by the other. Any and all uses of confidential or proprietary information, materials, or property shall be subject to advance review and approval by the other. Upon expiration or termination of this Agreement, each party shall return any such information to the other.

4. Conflicts of Interest

   The Vendor represents and warrants that it has no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of its obligations under this Agreement. The Vendor agrees immediately to inform GII in writing if any such conflict of interest arises during the term of this Agreement, and GII may immediately terminate this Agreement upon receiving such notice.

5. Content; Content License; Intellectual Property

   Vendor will provide promotional text, trademarks, product images and/or content (collectively, "Content") necessary for GII to provide the Vendor benefits. Vendor will provide all Content in accordance with GII's instructions, including the manner of transmission to GII and the lead-time prior to publication.

GII shall not be required to publish any Content that is not received in accordance with its instructions. Materials provided to GII will not be returned to Vendor unless specifically requested by Vendor, and such materials will be discarded in accordance with GII's internal document retention policy. Vendor hereby grants GII a world-wide, non-exclusive, royalty-free license to distribute, display, reproduce, transmit, and otherwise use the Content as reasonably anticipated to fulfill GII's obligations under this Agreement, including without limitation, a non-exclusive, royalty-free right and license to establish a link to the home page of Vendor's Internet site if applicable.

Vendor understands and agrees that GII shall be the exclusive owner of any and all right, title and interest (including copyright) in and to any works of authorship, derivative works, adaptations, inventions or other intellectual property generated by GII, its employees or agents pursuant to this Agreement, and any advertising and/or promotional materials relating thereto.

Vendor retains ownership of all content in the form delivered to GII, and any existing trade and service marks of Vendor. GII retains ownership of any existing trade and service marks of GII.

6. Content Limitations

Content may not contain, advertise, link (either directly or, if with the knowledge of Vendor, indirectly) to or otherwise be related to content that GII, at its sole discretion, determines: (a) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful (which GII shall have the sole discretion to define); (b) infringes or misappropriates third party rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right); (c) constitutes "hate speech," whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group; (d) constitutes political advertising or political speech (which GII shall have the sole discretion to define); (e) facilitates or promotes gambling, or the sale or use of liquor, tobacco or firearm products, or illicit drugs; or (f) facilitates, promotes or forwards illegal contests, unlawful gambling activities or lotteries, pyramid schemes or chain letters.

GII may, but is under no obligation to, review the Content, and may refuse to make Content available to users in whole or in part if GII determines that any Content violates the foregoing limitations or such other reasonable limitations as GII may adopt from time to time.

Failure by GII to exhibit Content that does not meet the specifications required by GII, including materials which do not meet GII's content limitations, and/or is in violation of Vendor's representations and warranty to GII hereunder, does not constitute a breach of this Agreement or otherwise entitle Vendor to any legal remedy. GII reserves the right to require any Content hereunder to be labeled as an "advertisement."

7. Links to Internet Sites

Vendor hereby represents and warrants to GII that each Internet site identified by URLs in Content to which a user may link through GII's Internet site is in compliance with Vendor's warranties set forth in Section 8 hereof and with the content limitations set forth in Section 6 hereof, do not promote or contain viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of GII or any third party, and do not use any "spyware" or "adware" in connection with this Agreement, and that they do not directly or indirectly distribute any commercial message, or authorize any third party to distribute any commercial message, by means of "spyware" or "adware" in connection with this Agreement ("spyware" or "adware" is any software which has been downloaded to and/or installed on an Internet user's computer, without the user's active consent, and facilitates the distribution of any commercial message to the user.)

GII may reject any Content or refuse to provide links from any Internet site owned, operated or controlled by GII to any materials on Vendor's site that: (a) violates Vendor's representations and warranties contained herein; (b) is factually inaccurate, misleading or deceptive; and/or (c) contain any programs, application, interfaces or other functions that, in GII's reasonable judgment, would have an adverse effect on any GII Internet site user's experience. GII may test Vendor's URLs, and in GII's sole discretion may remove any URLs at any time that fail to comply with the above requirements if Vendor has not cured such failure within forty-eight (48) hours of notification.

8. Representations and Warranties

Vendor hereby represents and warrants to GII that: (a) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and will not violate any agreement to which Vendor is a party or by which Vendor is otherwise bound, or any applicable law, rule or regulation (including those regulating the use and distribution of content on the Internet and protection of personal privacy); (c) To the best of the Vendor's knowledge the Content and all products and/or services offered, sold or otherwise provided as part thereof, including without limitation Vendor's Internet site (including any links to other Internet sites), do not and will not (i) violate any third party intellectual property rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right) or give rise to any

obligation for the payment of any sums to any third party by GII or GII's successors in interest; (ii) violate any criminal laws or any rights of any third parties, including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity; (iii) include any material that is: unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law; (d) the Content does not and will not violate the terms set forth in Sections 8 and 9 above; and (e) Vendor has in effect a privacy policy that is available online and it will adhere to the information gathering, dissemination, privacy protection and other practices performed in such privacy policy.

9. Indemnification

Vendor shall indemnify and hold GII, its officers, agents, directors, employees and member, harmless from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with Vendor's breach of any of its representations, warranties, covenants and obligations hereunder, or any third party claims, administrative proceedings or criminal investigation of any kind arising out of or relating to any such breach or the negligence of Vendor or its employees and affiliates. If any action shall be brought against GII in respect of any allegation for which indemnity may be sought from it pursuant to the provisions of this Section, GII shall promptly notify Vendor in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. GII shall not settle or otherwise compromise any claim without the written consent of Vendor, which consent shall not be unreasonably withheld.

Vendor may upon written notice to GII undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel that shall be satisfactory to GII, and payment of all expenses. GII shall have the right to employ separate counsel and participate in the defense at GII's sole expense. Vendor shall reimburse GII upon demand for any payments made or loss suffered by it at any time after the date of tender, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages to which the foregoing relates.

GII shall indemnify and hold Vendor, its officers, agents, directors, and employees harmless from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with GII's breach of any of its representations, warranties, covenants and obligations hereunder, or any third party claims, administrative proceedings or criminal investigation of any kind arising out of or relating to any such breach or the negligence of GII or its employees and affiliates.

10. Release; Liability Limitation

Vendor hereby releases GII from any and all claims, demands and damages (actual and consequential) of every kind and nature, loss, liability or expense occasioned by Vendor by reason of (a) any failure to publish Content pursuant to this Agreement; (b) errors and/or omissions in the Content placement or manner of display thereof; and (c) failure to return materials or any media (original art work, disks, film). Vendor is solely responsible for any liability arising out of or relating to (i) the Content, and/or (ii) any material on any Internet sites to which users can link through the Content. GII shall not be liable to Vendor for any technical malfunction, computer error or loss of data or other injury, damage or disruption to the Content or Internet sites.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY VENDOR TO GII UNDER THIS AGREEMENT.

In addition, GII shall not be liable for any damages for failure to provide the Vendor Benefits for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances.

Vendor acknowledges that GII has entered into this Agreement in reliance upon the limitations of liability and damages as set forth herein, and that the same form an essential basis of the bargain between the parties.

11. Disclaimers

GII does not guarantee any given level of distribution, reach or readership for the Content. GII may at its sole discretion provide reports to Vendor. GII makes no warranty, express or implied, as to any matter, including, without limitation, the Vendor Benefits provided to Vendor hereunder.

GII MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE VENDOR BENFITS PROVIDED BY GII HEREUNDER, AND ANY MATERIALS OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF GII PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL DEFECTS. GII HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, PERFORMANCE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT, ACCURACY, COMPATIBILITY, SYSTEM INTEGRATION, SECURITY AND CONDITION OR OPERATION OF THE FOREGOING AND/OR THE TECHNOLOGY DEPLOYED IN CONNECTION THEREWITH. GII DOES NOT REPRESENT OR WARRANT THE CONTINUED OR UNINTERRUPTED OPERATION OF THE TECHNOLOGY UTILIZED TO PUBLISH THE CONTENT INCLUDING, WITHOUT LIMITATION, THE INTERNET. IN ADDITION, GII MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY LEVEL OF EXPOSURE TO THE CONTENT, INCLUDING WITHOUT LIMITATION TRAFFIC ON ITS INTERNET SITE, OR THAT THE OPERATION OF THE TECHNOLOGY USED TO PUBLISH THE CONTENT, INCLUDING WITHOUT LIMITATION ITS INTERNET SITE, WILL BE UNINTERRUPTED OR ERROR FREE.

Vendor acknowledges that GII has entered into this Agreement in reliance upon the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties.

12. Notices

All notices and requests in connection with this Agreement will be deemed given (a) when personally delivered, (b) when delivered by email, (c) the next business day following delivery to a nationally recognized courier service guarantying next-day delivery, or (d) five (5) business days after being placed in the United States mail, postage prepaid, certified or registered, return receipt requested, to the address set forth below or to such other address as the party to receive the notice or request so designates by at least ten (10) days prior written notice to the other party. Notices are effective upon receipt.

If notice is to GII:
Goodwill Industries International, Inc.
Attn: Contracts Manager
15810 Indianola Drive
Rockville, MD 20855

If notice is to Vendor:
COMPANY,
Attn: Company rep
1 COMPANY STREET
COMPANY CITY, STATE ZIP

13. Non-Disclosure

During the term of this Agreement and for a period of three (3) years thereafter, neither party will use or disclose any Confidential Information (as defined below) of the other party except as specifically contemplated herein. The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving party, (b) has become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third party authorized to make such disclosure, (d) has been approved for release by the disclosing party in writing, or (e) is required to be disclosed by law or a competent legal tribunal.

For purposes of this section, the term "Confidential Information" means: (i) Content, prior to publication, (ii) any GII distribution, reach or readership statistics, such as number of visitors/unique viewers, page views, etc., and (iii) any information that is "confidential" or "proprietary." Upon expiration or termination of this Agreement for any reason, Vendor will promptly and at the direction of GII either destroy, or return to GII, and will not take or use, all items of any nature that belong to GII, its vendors or other customers and all records (in any form, format, or medium) containing or relating to Confidential Information.

14. Miscellaneous

(a) Nothing in this Agreement will create a joint venture, agency, franchise, sales representative or employment relationship between the parties.

(b) Captions are inserted only for convenience and are not to be construed as part of this Agreement.

(c) No representations were made or relied upon by either party, other than those expressly set forth in this Agreement.

(d) This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

(e) This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland (except those conflicts of laws provisions which would defeat application of Maryland substantive law). Any controversy or claim arising out of or related to this Agreement shall be brought solely in the state or federal courts sitting in the state of Maryland, and Partner irrevocably consents to personal jurisdiction in the state and federal courts sitting in Maryland; provided, however, that either party may enforce any judgment rendered by such court in any court of competent jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

(f) In the event an account is referred to a third party for collection, Vendor agrees to pay all reasonable collection fees including reasonable attorneys' fees and court costs incurred to effect collection. Neither party may assign, sub-license, transfer, encumber or otherwise dispose of this Agreement (other than to a person, firm or entity controlling, controlled by or under common control with the assigning party or in connection with a sale of all or substantially all of the assigning party's assets) without the other party's prior written approval.

(g) Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

(h) All terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order submitted to GII for the services contemplated hereunder.

(i) This Agreement does not constitute an offer by GII and it shall not be effective until signed by both parties.

(j) This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Vendor and GII by their respective duly authorized representatives.

(k) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(l) Neither party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include, but not limited to any store, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of the Parties. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this agreement.

(m) If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

(n) This Section 14 and Sections 3 (Confidentiality), 4 (Conflicts of Interest), 8 (Representations and Warranties), 9 (Indemnification), 10 (Release; Limitation of Liability), 11 (Disclaimers) and 13 (Non-Disclosure) shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

15. Complete Agreement

This Agreement and any Exhibits attached hereto shall together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or communications.

SCHEDULE A (Sponsorship Statement of Work)
PROGRAM DESCRIPTION, TERMS AND PAYMENT

1. Program Description

   a. GII hereby designates Vendor as a sponsor of the GII Sponsorship Program ("the Program") described herein.

   b. In conjunction with the Program, GII hereby grants Vendor, for the duration of this Agreement only, permission to use GII's name for the sole purpose of acknowledging its sponsorship of the Program and to perform its obligations under this Agreement. Vendor may acknowledge its sponsorship of the Program on Vendor's web site and in any appropriate public relations materials to be mutually agreed to by both parties.

   c. Vendor hereby grants GII, for the duration of this Agreement only, permission to use the Vendor name and logo for the sole purpose of acknowledging its sponsorship of the Program on GII's web site and in the Program promotional materials.

2. Responsibilities of GII

   a. In recognition of the support provided to GII and its Members, GII will provide the following benefits to Vendor (hereinafter known as "Vendor Benefits"):

      i. Event Participation. Vendor will be invited to attend and participate in the GII events set forth that are available to Vendor based on its sponsorship level.

      ii. Marketing Benefits. Vendor will be permitted to perform all marketing activities needed to execute items herein.

3. Responsibilities of Vendor

   a. Upon payment of the sponsorship fee, Vendor shall be entitled to all the benefits associated with the level of sponsorship selected by Vendor as reflected herein.

   b. Unless specifically stated otherwise, Vendor shall bear any and all expenses relating to Vendor's participation in the Program.

4. Trademarks

   a. GII is the sole and exclusive owner of all rights in and to its registered trademarks, including GOODWILL®, GOODWILL INDUSTRIES® and the smiling G logo (hereinafter "GII Trademarks"). Vendor is the sole and exclusive owner of all rights in and to its name and logo ("Vendor Trademarks").

   b. Vendor shall at no time during the term of this Agreement use or authorize the use of any trademark, trade name or other designation identical with or similar to the GII Trademarks except as provided in Exhibit A. GII shall at no time during the term of this Agreement use or authorize the use of any trademark, trade name or other designation identical with or similar to the Vendor Trademarks except as provided herein.

   c. Vendor shall not use the GII Trademarks in any other manner other than the manners expressly provided in this Agreement. GII shall not use the Vendor Trademarks in any other manner other than the manners expressly provided in this Agreement.

   d. If Vendor uses a GII Trademark on its web site or in any public relations material, such usage shall conform to the following:

      i. Vendor may only use the GII name or logo in conjunction with the Program. For example: "COMPANY is a proud sponsor of Goodwill Industries International."

      ii. All public materials (including, but not limited to, web site usage) bearing any of the GII Trademarks shall be approved by GII prior to such usage.

   e. If GII uses any Vendor Trademarks on its web site or in any public relations material:

      i. GII may only use the Vendor Trademarks in conjunction with Vendor's sponsorship of the Program; and

      ii. All public materials (including but not limited to web site usage) bearing any of the Vendor Trademarks shall be approved by Vendor prior to such usage.

5. Approval

Each party will have the right to approve the content of, and the manner in which its respective names, logos and other intellectual property are used prior to the release or dissemination of such information. Moreover, neither party will publicly announce nor release items of publicity of any kind (including, without limitation, news releases, brochures, or advertisements) with respect to the

Program without the prior written approval of the other party. GII will maintain complete editorial control over all content related to the Program produced by GII or Vendor.

6. Acknowledgment of Sponsorship

The parties shall acknowledge Vendor as a sponsor of the Program in designated programmatic materials in a manner consistent with all current and proposed federal tax laws, rules and regulations relating to the tax treatment of corporate sponsorship income received by a tax-exempt organization. Prior to the release of any "sponsorship" text, Vendor shall be required to obtain GII's express written approval of the text that it uses to acknowledge its sponsorship of the Program; such approvals shall not be unreasonably delayed or withheld.

7. Term/Termination

a. The term of this Agreement shall be effective January 1st, 2019 and shall end on December 31st, 2019.

b. Either party may terminate this Agreement on thirty (30) days written notice to the other party.

c. In the event of early termination, the prorated portion of the sponsorship fee will be refunded to the Vendor based on events in which Vendor has already participated. For example, if Vendor agrees to sponsor 3 events and terminates sponsorship prior to participation in any event, a full refund will be issued by GII. However, if Vendor terminates sponsorship but has participated in 1 or more events a prorated amount will be refunded accordingly.

8. Sponsorship Fee

In consideration for participation in the Program, Vendor agrees to abide by all terms and conditions of this Agreement and submit the sponsorship fee.

Such fee shall be paid when due. Each payment must include Vendor name, sponsorship level and sponsorship type. Vendor's payment must be sent to: Goodwill Industries International, Inc., Attn: Events and Sponsorships, 15810 Indianola Drive, Rockville, MD 20855.