

ANNUAL SPONSORSHIP AGREEMENT ASSOCIATION OF SOUTH CAROLINA ONCOLOGY MANAGERS

This Sponsorship Agreement (this "Agreement") is entered into between the Association of South Carolina Oncology Managers, Inc. ("Association"), and _____ ("Sponsor"). Association and Sponsor may jointly be referred to herein as the "Parties" and separately as a "Party."

1. Categories of Sponsorship.

There exist two (2) categories of Sponsorship: (i) Platinum Sponsorship and (ii) Gold Sponsorship

2. Election of Sponsorship Category.

The category of sponsorship chosen by Sponsor is identified in "Exhibit A." Sponsor shall complete and sign "Exhibit A" which upon completion and signing will be incorporated into the terms of this Agreement. The "Annual Year" of this Agreement is identified in "Exhibit A."

3. Benefits and Obligations of each Sponsorship Category.

The benefits and obligations of each sponsorship category are identified in "Exhibit B" incorporated herein by reference.

4. Sponsorship Fee.

The "Sponsorship Fee" for each category of sponsorship is identified in "Exhibit A." The Sponsorship Fee is due upon the execution of this Agreement and shall be non-refundable and deemed accrued and earned in full upon execution of this Agreement.

5. Term and Termination.

The term of this Agreement shall be for one (1) year and shall coincide with the term of Association's bylaw, unless sooner terminated as described in this Agreement. This Agreement may be terminated by either Party with cause upon the breach of this Agreement by a Party and the failure of that Party to cure such breach within fifteen (15) days of the receipt of written notice of such breach from the non-breaching Party. This Agreement may be terminated "without cause" for any reason, upon written notice given by either Party to the other Party at least sixty (60) days in advance of the intended date of termination. If Association terminates this Agreement "without cause," Association shall refund Sponsor an amount equal to the product of the Sponsorship Fee paid by Sponsor and the percentage determined by the fraction the numerator of which is the number of days between the date of termination and the expiration of the Annual Year.

6. Unrelated Business Income.

Association is a non-profit corporation organized and existing and governed under the laws of the State of South Carolina and exempt from taxation pursuant to § 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "IRS Code"). The Sponsor benefits are intended to educate the Association Members and other persons in attendance regarding new developments related to Association's exempt activities.

The Parties acknowledge and agree that the meetings of Association at which Sponsor shall be permitted to attend are excepted from the definition of an unrelated business by § 513(d) of the IRS Code. Further, the Parties acknowledge and agree Sponsorship Fee exempt from tax as rental payments received by Association sponsors/exhibitors.

7. Miscellaneous.

7.1 Relationship.

Nothing contained in this Agreement shall be construed to place Sponsor and Association in a relationship as partners, joint ventures, employer and employee, or principal and agent, nor shall Association be considered in any sense an affiliate or subsidiary of Sponsor. Neither Party hereto shall have any authority to create or assume in the other's name or on its behalf any obligation, express or implied, nor to act or purport to act as the other's agent or legally empowered representative for any purpose whatsoever. Neither Party shall be

liable to any third party in any way for any engagement, obligation, commitment, contract, representation, or transaction or for any negligent act or omission to act of any other Party except as expressly provided for herein.

7.2 Notices.

All notices, demands, and other communications given with respect to this Agreement shall be in writing and shall be given by one of the following methods (all charges prepaid and properly addressed to the Parties' respective addresses set forth on the signature page to this Agreement): (a) by personal delivery, in which case the notice, demand, or communication will be deemed given and received upon receipt; (b) by nationally recognized overnight courier service, in which case the notice, demand, or communication will be deemed given and received one business day after deposit with such overnight courier service; or (c) by first class U.S. mail (return receipt requested), in which case the notice, demand, or communication will be deemed given and received three business days after being deposited into the U.S. mail. A party may change its address by giving notice pursuant to this Section 7.2.

7.3 Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assignees. Neither this Agreement nor any of the Parties' respective rights or obligations under this Agreement may be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment without such consent shall be null and void. For purposes of this Section 7.3, the term "assign" shall include any transaction, event, or occurrence that results in a change in control of a party, by operation of law or otherwise.

7.4 Amendments.

Any waiver, amendment, modification, or supplement of or to any term or condition of this Agreement shall be effective only if in writing (other than an e-mail message) and signed by the Parties to this Agreement.

7.4 Governing Law, Jurisdiction, and Venue.

The laws of the State of South Carolina, other than conflicts of law's provisions thereof, shall govern all matters in any way arising out of or relating to this Agreement. The parties mutually agree that jurisdiction and venue to adjudicate any dispute that arises under or with respect to this Agreement will lie exclusively with and in the state and federal courts sitting in the State of South Carolina. The parties hereby submit and consent to the exclusive jurisdiction of such courts and agree not to in any way challenge the jurisdiction or venue of any such court or initiate any proceeding in any other court. Notwithstanding any other provision of this Agreement, including this section, each party shall have the right to at any time apply to any court of competent jurisdiction for preliminary injunctive relief. The parties hereto waive their right to trial by jury with regard to any matter litigated under this Agreement.

7.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written drafts, agreements, and understandings between the parties with respect to such subject matter.

7.6 Counterparts; Electronic Delivery.

This Agreement may be executed and delivered by facsimile, electronic mail, or other electronic means and in any number of copies and counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



Office of the President
45 Hospital Center Commons
Hilton Head Island SC 29926
president@ascomsc.org

The Parties are signing this Agreement as of the dates beneath their respective signature.

ASSOCIATION:
ASSOCIATION OF SOUTH CAROLINA ONCOLOGY MANAGERS, INC.

SPONSOR:

By: _____
Michael L Chou
Its: President

Address: 45 Hospital Center Cmns
Hilton Head Island SC 29926

By: _____

Its: _____

Address: _____



Exhibit A

Sponsorship Categories and Election of Category

Name of Sponsor: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ Website: _____

I elect to be a Sponsor in the following Sponsorship category for the annual year that begins on March 1st, 2020 and ends on February 28th, 2021 (the "Annual Year"):

- Platinum Sponsorship**
- Gold Sponsorship
- Exhibitor

The Sponsorship Fee for each Sponsorship Category is as follows:

Platinum Sponsorship:	\$14,000
Gold Sponsorship:	\$9,000
Industry Display	\$ 2,500
Additional Attendee	\$ 995

Submitted and agreed to this ____ day of _____, 20__.

Print name: _____

Signature: _____

Its: _____

Please check payment option:

Enclosed please find check number _____ in the amount of \$_____
Please make check payable to Association of South Carolina Oncology Managers.

Please charge my: AMEX MasterCard Visa

Name on Credit Card: _____

Credit Card Number: _____ Exp: _____

Authorized Signature: _____ CVV: _____

**Visa/MasterCard/American Express will incur a 3% processing fee

Exhibit B

Benefits and Obligations of Sponsorship Category.

A. Platinum Sponsorship.

1. Benefits granted to Platinum Sponsor.

- a. Attend the quarterly and Annual Meeting of the Association;
- b. Receive six(6) passes to attend the Annual Meeting and six (6) memberships.
- c. Be an exhibitor at the Annual Meeting in accordance with the "Exhibit Guidelines" attached as "Schedule 1" to this "Exhibit B".
- d. One (1) Breakfast with the executive board during any one of the quarterly meetings.

2. Obligations of Platinum Sponsor.

- a. Provide accurate attendee list for use of the annual meeting passes and complete meeting registration prior to the meeting. Provide approved company logo for reproduction.

B. Gold Sponsorship.

- e. Attend the quarterly and Annual Meeting of the Association;
- f. Receive four (4) passes to attend the Annual Meeting and Four (4) memberships.
- g. Be an exhibitor at the Annual Meeting in accordance with the "Exhibit Guidelines" attached as "Schedule 1" to this "Exhibit B".

3. Obligations of Gold Sponsor.

- a. Provide accurate attendee list for use of the annual meeting passes and complete meeting registration prior to the meeting. Provide approved company logo for reproduction.

C. Exhibitor.

- h. Attend Annual Meeting of the Association;
- i. Receive One (1) pass to attend the Annual Meeting;
- j. Be an exhibitor at the Annual Meeting in accordance with the "Exhibit Guidelines" attached as "Schedule 1" to this "Exhibit B".

4. Obligations of Industry Display.

- a. Provide accurate attendee list for use of the annual meeting passes and complete meeting registration prior to the meeting. Provide approved logo for reproduction.