

Event Sponsor Agreement

THIS EVENT SPONSOR AGREEMENT (this "Agreement") is effective as of the date set forth below (the "Effective Date") by and between Orion Advisor Solutions, Inc., a Delaware corporation with an office at 17605 Wright Street, Omaha, NE 68130 ("Orion") and the Sponsor identified below ("Sponsor").

WHEREAS, Orion is hosting the event described on the Sponsorship Details Sheet (the "Event") and Sponsor desires to sponsor the Event.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, Orion and Sponsor hereby agree as follows:

1. Orion's Obligations. Orion shall provide Sponsor the benefits set forth on the Sponsorship Details Sheet, which is hereby incorporated and made a part of this Agreement.

2. Sponsor's Obligations. Sponsor agrees to comply with the obligations and requirements set forth on the Sponsorship Details Sheet. For its participation as a Sponsor in the Event, Sponsor shall pay the sponsor fee, as set forth on the Sponsorship Details Sheet (the "Sponsor Fee").

3. Sponsor Trademarks/Sponsor Materials. Sponsor grants to Orion a non-exclusive license to use Sponsor's trademarks, trade names, logo designs, and other company descriptions as prepared and delivered to Orion by Sponsor (collectively, "Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed in conjunction with the Event.

4. Indemnity.

4.1. Sponsor's Indemnification Obligation. Sponsor shall indemnify, defend, and hold Orion harmless from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to: (i) the gross negligence or willful misconduct of Sponsor, its directors, officers, managers and/or employees, (ii) Orion's use of Sponsor Materials as contemplated by this Agreement and (iii) any breach of this Agreement by Sponsor or its directors, officers, managers, agents and/or employees.

4.2. Orion's Indemnification Obligation. Orion shall indemnify, defend, and hold Sponsor harmless from and against any and all Losses arising out of or attributable to: (i) the gross negligence or willful misconduct of Orion, its directors, officers, managers and/or employees, (ii) Orion's use of Sponsor Materials in a manner other than that which is contemplated by this Agreement and (iii) any breach of this Agreement by Orion or its officers, managers, agents and/or employees.

5. Limitation of Liability. Notwithstanding anything herein to the contrary:

5.1. Neither party shall be liable to the other party for any incidental, consequential, indirect or punitive damages.

5.2. Orion shall not be liable for damages that result from delays, postponements or cancellations of the Event due to circumstances beyond its reasonable control.

5.3. Orion shall not be responsible for any loss or of damage to property of Sponsor, its employees, agents, contractors, and/ or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of Orion, its directors, officers, managers and/or employees.

5.4. Under no circumstances shall Orion be responsible for or liable for the actions of other parties participating in or sponsoring the Event.

6. Insurance. Sponsor shall maintain during the term of this Agreement the following insurance coverage: (a) commercial general liability insurance to cover liability for bodily injury, property damage, death and advertising injury arising out of Sponsor's activities in connection with the Event; and (b) worker's compensation insurance in the amount required by the laws of the state of Nebraska. Upon Orion's request, Sponsor shall furnish a certificate of insurance to Orion showing that such insurance policies are in place.

7. Term and Termination.

7.1. Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through the conclusion of the Event, unless terminated as otherwise provided in this Agreement (the "Term").

7.2. Termination by Orion. Orion shall be entitled to cancel the Event and terminate this Agreement at any time for any reason. In the event Orion terminate this Agreement for any reason, Orion shall refund any fees received from Sponsor.

7.3. Survival. In the event of termination or expiration of this Agreement, Sections 4 and 5 shall survive.

8. Miscellaneous.

8.1. Relationship. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other and such parties have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or associated with Sponsor who perform services at the Event shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of Orion and shall not be agents or representatives of Orion. Sponsor shall be responsible, as between Sponsor and Orion, for any injuries or damages caused by or to said individuals.

8.2. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of Nebraska (excluding the principles of conflict of laws).

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this Agreement as of the ____ day of _____, 2021.

ORION ADVISOR SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

SPONSOR (_____)

Address: _____

By: _____

Name: _____

Title: _____

Sponsorship Details Sheet

1. Description of Event. The 2021 TeamUp for TeamMates Run (the “Event”) will take place as both a virtual and in-person 5K Run, 2 Mile Walk, or Kid’s 1 Mile Fun Run/Walk. Virtual participants are to complete the activity of their choosing between April 14, 2021, and August 14, 2021, and report their results to Orion. The in-person Event will be hosted by Orion on August 21, 2021, at Orion’s headquarters located at 17605 Wright Street, Omaha, Nebraska 68130.
2. Obligations of Orion. Orion will host the Event and will be responsible for all logistics related thereto, including the development and hosting of an Event webpage, through which the Event will be promoted and through which individuals may register to participate in the Event. All participants will receive a medal for participating in the Event. Additionally, Sponsor will have its business recognized in pre-race and post-race announcements and will have its business logo included on Event promotional materials including:
 - the Event webpage;
 - social media postings; and
 - T-shirts given to Event participants.

Sponsor will receive two (2) complimentary race entries.

Orion will donate all net proceeds from the Event to the Millard Chapter of the TeamMates Mentoring Program.

3. Obligations and Requirements of Sponsor. Sponsor will pay the Sponsor Fee and, if it wishes to have its logo included on Event promotional materials, will provide its business logo to Orion in a format suitable for inclusion on the Event webpage and other Event promotional materials.
4. Sponsor Fee. The Sponsor Fee is \$2,000.00.
5. Payment of Sponsor Fee. All checks for Sponsor Fees will be collected by Orion and then remitted by Orion to the Millard Chapter of the TeamMates Mentoring Program. The Millard Chapter of the TeamMates Mentoring Program will then issue to Sponsor a receipt that Sponsor may use for its tax reporting. Sponsors may also pay the Sponsor Fee with a credit card on the Event website.

All Sponsor checks must be received on or before July 30, 2021, and all virtual participant results must be reported by August 14, 2021. Event results will be published on August 31, 2021.

Please make checks payable to: TeamMates Mentoring Program of Millard

Checks should be mailed to: Orion Advisor Solutions, Inc., Attention: Mary Anderson, Accounting Department, 17605 Wright Street, Omaha, NE 68130