



## United Cerebral Palsy

### AFFILIATION CHARTER AGREEMENT

THIS AFFILIATION CHARTER AGREEMENT (the “Agreement”), is effective this 1<sup>st</sup> day of October, 2018, by and between United Cerebral Palsy, Inc. (“UCP”), a District of Columbia, United States of America, nonprofit corporation with its principal place of business at 1825 K Street NW, Suite 600, Washington, D.C. 20006, and United Community Options of South Florida, a nonprofit corporation with its principal place of business at 2700 W 81 St., Hialeah, FL, 33016 (“AFFILIATE”).

WHEREAS, UCP was formed on August 12, 1948, as The National Foundation for Cerebral Palsy and changed its name to United Cerebral Palsy on August 12, 1949; and

WHEREAS the mission of UCP is to advance the independence, productivity and full citizenship of people with disabilities through an affiliate network (“Mission”); and

WHEREAS UCP is a trusted resource for individuals with cerebral palsy and other disabilities and their networks; and

WHEREAS individuals with cerebral palsy and other disabilities deserve every opportunity to live life to the fullest and UCP strives to make that happen; and

WHEREAS, UCP is the sole owner of the rights to the names “UNITED CEREBRAL PALSY,” “UCP” and other registered names, seals and trademarks and service marks in relation to its Mission; and

WHEREAS, UCP has, in its ongoing efforts, acquired significant goodwill and valuable intellectual property, including but not limited to copyrights, services marks, trade names, and logos, in which it has made a significant investment of time and resources; and

WHEREAS the AFFILIATE desires to participate in a network of nonprofit corporations providing programs and services for persons with disabilities and their families under the name of United Cerebral Palsy (the “Network”); and

WHEREAS UCP and the AFFILIATE desire to facilitate the delivery of meaningful UCP programs and services for individuals of all ages to the people who need them in every affiliated territory; and

WHEREAS UCP and the AFFILIATE desire to strengthen the Network and goodwill associated with the UCP brands by encouraging growth of the AFFILIATE and the current Network; and

WHEREAS UCP and AFFILIATE desire to grow and strengthen UCP and its entire network of affiliates in order to better carry out the UCP mission; and

WHEREAS AFFILIATE is currently a qualified 501(c)(3) corporation under the existing Internal Revenue Service regulations, and conducts programs and provides services for persons with cerebral palsy, intellectual and developmental disabilities, and other conditions, and their families under the name of United Cerebral Palsy; and

WHEREAS UCP is willing to grant to AFFILIATE a limited, non-exclusive license as hereinafter detailed, to use the name and/or logo of UCP in connection with solicitation of donations by AFFILIATE.

NOW THEREFORE, in consideration of the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Grant of Charter to AFFILIATE.

- A. Charter. UCP hereby grants to AFFILIATE a charter to be an affiliate of UCP and a member of the Network. During the term of this Agreement, AFFILIATE is authorized to use the name "United Cerebral Palsy," the acronym "UCP," and the logo of UCP in or in connection with AFFILIATE's name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached to or incorporated in this agreement, or subsequently provided to AFFILIATE by UCP provided such guidelines are applied in a non-discriminatory manner.
- B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by UCP or surrendered by AFFILIATE, pursuant to the terms of this Agreement as may be amended from time to time by UCP.
- C. Territory. AFFILIATE shall represent UCP as UCP's exclusive affiliate in the geographic territory set forth in APPENDIX A hereto ("Territory"), pursuant to and in accordance with UCP's Mission as set forth above and in UCP's Articles of Incorporation, Bylaws, or as otherwise established in policy by UCP's Board of Trustees. During the Term hereof, the Territory shall be Affiliate's exclusively and UCP shall not conduct its own activities within the Territory (without AFFILIATE's prior written consent) or designate other affiliates, sponsor or conduct programs, and perform other activities within the Territory (which shall not supersede pre-existing arrangements between affiliates to conduct activities in one another's respective Territory).
- D. Authorized Activities. UCP specifically authorizes AFFILIATE to conduct such activities as are consistent with the Mission and purposes of UCP.

II. Membership.

As an affiliate of UCP, and subject to AFFILIATE's satisfactory compliance with all of the material obligations in this Agreement as UCP may determine at its reasonable discretion, AFFILIATE shall be entitled to voting rights as a member of the UCP organization.

III. Obligations of UCP.

UCP's obligations under this Agreement shall include:

- A. Mission. UCP shall carry out the Mission adopted by a majority of the affiliates voting either in person or by proxy at its Annual Meeting or by its Board of Trustees, as may be amended from time to time.
- B. Affiliate Support. UCP shall (i) on an as requested basis, provide general technical assistance and consultation services to AFFILIATE in organization, administration, and program services, legislative/governmental activities, financial management, marketing, and fundraising, (ii) as UCP resources allow and in its sole discretion assist AFFILIATE in reviewing, planning, and maintaining organizational and program standards, (iii) as UCP resources allow and in its sole discretion assist AFFILIATE with general strategies to identify volunteer sources and encourage volunteer participation; (iv) coordinate the national network of affiliates to provide technical assistance and resources among the affiliate network, (v) make available to AFFILIATE an approved affiliate logo, videos, public service announcements and other electronic, written, print, and audio-visual materials, as UCP resources allow and in its sole discretion, for AFFILIATE's use in the Territory.
- C. Marketing and Communication. UCP shall as resources allow and in its sole discretion (i) promote and market its goods and services through such nonexclusive means as a UCP website, electronic newsletters, mailings, earned media, advertising and other electronic, written, print and audio-visual materials, and (ii) periodically produce and make available to AFFILIATE public education and regular information about the organization and its affiliates, and (iii) include AFFILIATE in its general mailings and/or electronic communications.
- D. Public Policy and Advocacy. UCP shall primarily operate to support the Network and provide leadership and be a voice for affiliates and persons with cerebral palsy, intellectual and developmental disabilities, and other conditions, and their families, at the national level, through advocacy, legislative programs, program development, fundraising campaigns, research and other avenues as may be agreed upon by the Network. UCP shall work to ensure that its public policy and advocacy are consistent and are developed and implemented collaboratively with the affiliates.
- E. Research. UCP shall support, financially or otherwise, as resources allow and in its sole discretion, research into the causes and treatments of developmental disabilities,

including cerebral palsy and other intellectual and developmental disabilities or conditions.

- F. Annual Meeting. UCP shall conduct annual and special meetings in accordance with its Bylaws. Nothing contained herein is intended to alter the requirements or duties of the Board of Trustees of UCP.
- G. Intellectual Property. UCP shall take all reasonable actions necessary to support and protect the use of its Intellectual Property as defined below
- H. Educational Opportunities. UCP shall make every reasonable effort to coordinate quarterly conference calls for affiliate leadership, staff and volunteers on topics of interest, and other reasonable educational opportunities and activities as resources allow and in its sole discretion.
- I. Fundraising. UCP shall develop and implement national fund development activities and opportunities in support of the Mission and purpose of UCP, as resources allow and in its sole discretion. Such activities could include, but would not be limited to, pursuing foundation grants, government grants, corporate sponsorships and individual gifts. When the activity is to be conducted in the Territory, the AFFILIATE must be offered an opportunity to be included in the fund development activity and development of the funder relationship. Any sharing of resources realized through such relationship shall be assessed and agreed to on a case by case basis between UCP and AFFILIATE. All activities contemplated under this section will conform to Section 1(C) of this Agreement regarding Territory. Specifically, any such activities to be conducted by UCP within AFFILIATE's Territory must first be approved by the AFFILIATE.
- J. Compliance with Laws. UCP warrants that (i) it is and shall remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement including the Health Insurance Portability and Accountability Act ("HIPAA"), (ii) it shall maintain at all times all permits, licenses and other governmental approvals that may be required in connection with its performance under this Agreement, and (iii) it shall make all required filings, such as annual corporate reports and tax filings, and shall forward a copy of such reports and filings to AFFILIATE upon request of AFFILIATE.
- K. Website. UCP will maintain a website that advertises UCP and supports the Mission, purpose and message of the organization while showcasing the affiliate Network and the support they provide to individuals with disabilities. Content may include educational resources, information, community resources, public policy information, opportunities to provide support (financial, in kind, volunteer opportunities, etc.) to affiliates and/or the national organization and other such content that would communicate to the general public the legacy and efforts of UCP and the affiliate Network. The website will also direct and enable visitors to identify the local affiliate where the visitor lives (based on

his/her zip code), and enable the visitor to visit that affiliate's website to learn about the relevant affiliate and provide direct support (financial or otherwise) to their local affiliate.

IV. Obligations of AFFILIATE.

AFFILIATE's obligations under this Agreement shall include:

- A. Corporate and Tax Status. AFFILIATE warrants that it is: (A) incorporated as a nonprofit corporation in good standing in the jurisdiction of its incorporation; (B) legally separate and distinct from UCP; and (C) that, if a United States based AFFILIATE, it is and at all times shall remain exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or such other successor provision.
- B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter to be an affiliate of UCP, AFFILIATE heretofore provided to UCP the articles of incorporation and bylaws of AFFILIATE. These AFFILIATE articles of incorporation and bylaws are, and shall remain, consistent with this Agreement, and the Articles of Incorporation and bylaws of UCP. AFFILIATE shall have as its purposes those set forth in the bylaws, shall conduct its activities at all times in accordance with its bylaws and otherwise in accordance with all applicable laws. Upon request, AFFILIATE shall provide a copy of its bylaws to UCP. AFFILIATE shall also adopt and adhere to the following minimum policies of good governance for nonprofit corporations:
1. A code of ethics for board members and staff which includes provisions for ethical management and fundraising practices;
  2. A conflict of interest policy for board members and staff; and
  3. A whistleblower policy.
- C. Compliance with Laws. AFFILIATE warrants that (i) it is and shall remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement including the HIPAA, (ii) it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement, and (iii) it shall make all required filings, such as annual corporate reports and tax filings, and shall forward a copy of such reports and filings to UCP upon request of UCP.
- D. Recordkeeping, Reporting and Inspection. AFFILIATE shall maintain all records related to its corporate and tax-exempt status and shall forward to UCP a copy of its Articles of Incorporation, bylaws and tax exemption determination letter from the Internal Revenue Service, as well as any adverse notices, including adverse correspondence of a civil or criminal nature that may impact the legal status or integrity of the AFFILIATE or the goodwill associated with the Intellectual Property of UCP, as defined below, received

from the Internal Revenue Service, relevant secretary of state, relevant state attorney general, or corresponding agency. AFFILIATE shall maintain reasonable records related to all of its programs, activities and operations, including without limitation minutes of the meetings of its members (if any) and board of directors. Upon the written request of UCP and at UCP's expense, AFFILIATE shall permit UCP or UCP's designated agent to review appropriate records of AFFILIATE pertaining to its programs, activities and operations. AFFILIATE shall provide written notice to UCP of any proposed merger, reorganization, voluntarily or involuntarily dissolution or bankruptcy or other change of control of AFFILIATE or intent to acquire or take control of another corporate entity and submit documentation as requested by UCP for its prior approval. Notwithstanding the foregoing, AFFILIATE's donor information shall not be provided and shall remain the exclusive and proprietary information of AFFILIATE.

- E. Surveys and Requests for Information. AFFILIATE shall respond to and complete in a timely manner an annual survey of affiliates, summarizing its programs, activities and operations. AFFILIATE shall on a voluntary basis respond to such other surveys and requests for information as UCP may reasonably direct to AFFILIATE from time to time but no more often than once every six months.
- F. Programs and Activities. AFFILIATE shall (i) endeavor to sponsor and conduct programs and activities that further the purposes and objectives of UCP, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to services, products, content, materials, logistical preparation, and otherwise, (ii) strive to adhere to the Mission, purpose and message statements, (iii) and endeavor to use, to the extent possible, materials available through UCP and other affiliates in support of such programs and activities.
- G. Marketing. Pursuant to the limited license granted to AFFILIATE by this Agreement, AFFILIATE shall have the right to utilize the names "United Cerebral Palsy" and "UCP" in connection with verbal, written, printed, websites or other electronic identification of AFFILIATE. If AFFILIATE provides services through a separate entity or operating programs under a name other than United Cerebral Palsy, then AFFILIATE shall publicly identify that entity's or program's association with United Cerebral Palsy or UCP. The name United Cerebral Palsy, UCP logo and any approved affiliate logo will be used pursuant to approved policies and procedures provided to the Network by UCP. AFFILIATE shall be responsible for and shall ensure that any and all influencers AFFILIATE engages to promote the Mission shall disclose any material connections with AFFILIATE or UCP in all social media communications sufficient to be compliant with any and all applicable laws, rules and regulations, including without limitation, all Federal Trade Commission regulations and guidelines.
- H. Morals. If AFFILIATE, its subsidiaries, parents, owners, officers, or directors (a) publicly engage in conduct that has the effect of demeaning or disparaging persons with disabilities or their families, (b) are charged with, convicted of or admit to the

commission of any act which is an offense involving either moral turpitude or the mistreatment of persons with disabilities or their families under federal, state, or local laws, or (c) engage in conduct that would reasonably bring AFFILIATE, its services or UCP into public disrepute, scandal, contempt or ridicule, or which shocks, insults or offends a substantial portion or identifiable group of the community, and such conduct has, in UCP's reasonable judgment, a negative impact on its reputation, it shall be deemed a material breach and UCP shall have the right to terminate this Charter upon giving three days' notice.

- I. Advocacy and Public Policy. Within the confines of available resources, AFFILIATE will advocate for and support public policy efforts which are reflective of the Mission, purpose, and message statement of UCP while supporting the full citizenship and inclusion of individuals with disabilities.
  
- J. Dues. During the Term hereof, AFFILIATE shall pay an affiliation membership fee ("Dues") to UCP. Dues are calculated in accordance with a formula/policy agreed to by the membership and adopted by the UCP Board of Trustees. UCP affiliation membership fee and underlying formula and policy will be reviewed by membership and the Board of Trustees biennially. Any resulting changes will be approved by the members of the Network. Payment shall be due within 30 days of receipt of a valid invoice provided by UCP to AFFILIATE.
  
- V. Intellectual Property and Confidential Information.
  - A. Limited License. In accordance with UCP's grant to AFFILIATE to be an affiliate of UCP in the Territory, AFFILIATE is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-sublicensable, non-assignable license to use, in connection with AFFILIATE's name, acronym and logo together with any and all other names for programs and offerings (whether now in existence or developed by UCP in the future), subject to such restrictions as UCP shall at its sole discretion require, the following Intellectual Property:
    - (i) the trademark "United Cerebral Palsy"
    - (ii) the trademark "UCP"
    - (iii) the trademark logo of UCP (i.e. the "Sun & Path Design");, and
    - (iv) other UCP trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"), a complete list of which is provided in Appendix B hereto;
    - (v) UCP's mailing, telephone, and electronic mail lists with respect to past, current or prospective donors of UCP located within the Territory (hereinafter collectively referred to as the "Lists"), and
    - (vi) all copyrighted or proprietary information and materials provided by UCP to AFFILIATE during the term of this Agreement (hereinafter collectively referred to as the

“Proprietary Information”)(the Marks, Lists, and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”).

AFFILIATE’s permitted use of the Intellectual Property is limited to those activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written policies attached hereto, otherwise incorporated herein, or subsequently provided to AFFILIATE by UCP, including UCP’s Trademark Policy.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of UCP. The Intellectual Property may be used by AFFILIATE if and only if such use is made pursuant to the terms and conditions of this license. Any failure by AFFILIATE to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by UCP. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of AFFILIATE by UCP and including a termination of this Agreement. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by UCP in its non-discriminatory and reasonable discretion.
2. UCP’s logo may not be revised or altered in any way, and must be displayed in the same form as produced by UCP. The Intellectual Property may not be used in conjunction with any other trade name, trademark, or service mark without the express prior written approval of UCP which approval shall not be unreasonably withheld, conditioned or delayed.
3. The Intellectual Property must be used by AFFILIATE in a professional manner and solely for official AFFILIATE-related purposes. AFFILIATE shall not permit any third party to use the Intellectual Property without UCP’s express prior written approval. AFFILIATE shall not sell or trade the Lists or Proprietary Information without UCP’s express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property may not be used in any manner that, in the sole discretion of UCP, discredits UCP or tarnishes its reputation or otherwise harms the goodwill associated with the Marks; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between UCP and AFFILIATE, including but not limited to the fact that AFFILIATE is a separate and distinct legal entity from UCP.
4. In any authorized use by AFFILIATE of the Intellectual Property, AFFILIATE shall ensure that the applicable trademark and copyright notices are used

pursuant to the requirements of United States law or state law and any other guidelines that UCP may prescribe.

5. UCP shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. In particular, UCP shall monitor and control the quality of goods and services provided by AFFILIATE in connection with the licensed Marks. AFFILIATE shall meet high quality and consistency standards with respect to all goods and services offered under the Marks, adequate and suitable for the intended purpose of the goods and services, as required by UCP. UCP reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its reasonable-discretion, that AFFILIATE's usage thereof is not in strict accordance with the terms and conditions of this license.
6. All use by AFFILIATE of the Intellectual Property shall inure to the benefit of UCP. Use of the Intellectual Property by AFFILIATE shall create no rights for AFFILIATE in or to the Intellectual Property or its use beyond the terms and conditions of this license. All rights to use Intellectual Property by AFFILIATE shall terminate immediately upon the revocation, surrender or other termination of this Agreement. AFFILIATE's obligations to protect the Intellectual Property from unauthorized disclosure or inappropriate use shall survive the revocation, surrender or other termination of this Agreement.

- B. Confidential Information. "Confidential Information" includes all information and materials of a party that is of a confidential or proprietary nature, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and other information or materials, provided by one party to the other party that is: (i) provided in a tangible medium and marked or otherwise identified as confidential; (ii) disclosed orally if the disclosing party notifies the receiving party in writing, including by email, within ten (10) days of such disclosure that the information is confidential; or (iii) disclosed in writing or orally, whether or not marked or otherwise identified as confidential, if under the circumstances a reasonable person would understand the information to be confidential or proprietary. The aforementioned confidentiality obligations shall not apply to any information: (a) already available in the public domain; (b) already known to a receiving party from sources other than the disclosing party; (c) made known to the receiving party by a third party having no contractual or legal obligation of nondisclosure to the disclosing party; (d) independently developed by the receiving party without the use, aid or application of the disclosing party's Confidential Information; (e) the disclosure of which is required by law, the determination of a governmental agency or pursuant to an order of a court of competent jurisdiction; or (f) that the disclosing party has agreed in writing may no longer be treated as confidential information. In the event that a receiving party is required to disclose Confidential Information pursuant to clause (e) above, the receiving party will give

prompt notice to the disclosing party, which may contest such disclosure at its own expense. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of the Agreement, except to the extent necessary to comply with applicable law or judicial order, or reasonable request of law enforcement authorities of competent jurisdiction.

VI. Relationship of Parties.

Both parties are independent contractors under this Agreement. Nothing contained in this Agreement is intended nor is to be construed so as to constitute UCP and AFFILIATE as partners, agents or joint ventures with respect to this Agreement. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. No employer/employee relationship exists as between UCP and AFFILIATE or any employees of AFFILIATE. Both UCP and AFFILIATE shall include a disclaimer stating as such in their respective employee agreements, vendor or third-party service provider agreements, websites, and in any terms of service with third parties.

VII. Indemnification.

Both parties shall indemnify, defend and hold harmless the other party, its subsidiaries, related entities, partners, agents, officers, directors, trustees, members, attorneys, employees, contractors, heirs, successors, and assigns, and each of them, from and against any and all third-party claims, actions, suits, proceedings, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise out of (i) any act or omission by the indemnifying party or any of its subsidiaries, related entities, partners, officers, directors, employees, members or agents, and (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by the indemnifying party in this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter.

The charter granted by UCP to AFFILIATE hereunder this Agreement shall remain in full force and effect unless and until revoked by UCP or surrendered by AFFILIATE in accordance with the provisions of this Agreement.

- A. Revocation of Charter. The charter granted by UCP to AFFILIATE hereunder shall remain in full force and effect unless and until revoked by UCP or surrendered by AFFILIATE in accordance with the provisions of this Agreement. UCP, through its Board of Trustees, shall have the authority to revoke the charter of AFFILIATE if the Board of Trustees determines at its sole discretion that the conduct of AFFILIATE is in breach of any provision of this Agreement. Any contemplated decision by UCP to revoke AFFILIATE's charter shall be initiated by sending written notice to AFFILIATE specifying the grounds upon which the proposed revocation is based at least thirty (30) days prior to action by the Board of Trustees. The Board of Trustees shall provide AFFILIATE with an opportunity to be heard at such meeting of the Board of Trustees. Upon decision by the Board of Trustees, UCP shall provide written notice to AFFILIATE and the decision of the Board of Trustees shall become final upon AFFILIATE's receipt of such written notice from UCP, or after ten (10) days from the date on which the written notice was sent, whichever occurs first.
- B. Surrender of Charter. AFFILIATE may surrender its charter by delivering to UCP written notice of its intention to do so no less than sixty (60) days prior to the effective date of such surrender.
- C. Effects of Revocation or Surrender. Upon revocation or surrender of its Charter, AFFILIATE shall not initiate any new uses of the Intellectual Property and AFFILIATE shall cease using the Intellectual Property within ninety (90) days of the revocation or surrender date (the "Phase-Out Period"). AFFILIATE shall continue to accrue Dues throughout the Phase-Out Period.

Upon completion of the Phase-Out Period, the revocation or surrender of its Charter and the termination of this Agreement shall become effective (the "Termination Date"). However, in the event AFFILIATE breaches Section IV(H) of this Agreement, there shall be no Phase-Out Period and the Agreement and limited license to use the Intellectual Property shall terminate effective immediately. Within ten (10) days of the Termination Date, UCP shall issue a final invoice of all Dues and any other fees owing and payable by AFFILIATE. AFFILIATE shall properly account for any amounts due and owing to UCP as reflected in the final invoice, and shall arrange for payment to UCP of such amounts in a timely manner, but no more than one hundred eighty (180) days from the Termination Date. In the event AFFILIATE dissolves as a legal entity, it must also provide articles of dissolution or similar record of such dissolution to UCP within sixty (60) days of the dissolution date. In cases where an AFFILIATE intends to dissolve as a

legal entity, it must settle any payment of any amounts due and owing to UCP prior to formally dissolving.

IX. Miscellaneous.

- A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces any and all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties. To the extent of any conflict between this Agreement and any other agreement or UCP policy not in effect as of the date hereof, this Agreement shall control.
- B. Warranties. Each party covenants, warrants, and represents that it has the authority to enter into this Agreement, that it shall comply with all applicable laws, regulations and other legal standards and judicial orders, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- C. Waiver. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- D. Governing Law; Dispute Resolution. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the District of Columbia, United States of America, without regard to the conflict of laws or choice of law provisions thereof. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful and except for provisional remedies which are expressly reserved for the appropriate superior or federal courts having jurisdiction, any dispute arising out of or related to this Agreement will be resolved by binding arbitration before a single arbitrator (who shall have been a retired judge) in the District of Columbia. The arbitrator shall have the power to award any legal and equitable remedy including punitive damages.



United Community Options of South Florida

Name of Affiliate

By: \_\_\_\_\_

Name: Linda Gluck

Title: Chief Executive Officer

Date: \_\_\_\_\_

United Cerebral Palsy, Inc.

By: *Armando A. Contreras*

Name: Armando Contreras

Title: President & CEO

Date: August 27, 2018

## United Community Options of South Florida

### Zip Codes:

33083 | 33082 | 33328 | 33329 | 33084 | 33322 | 33323 | 33320 | 33321 | 33326 | 33327 | 33324 |  
33325 | 33421 | 33420 | 33422 | 33425 | 33424 | 33427 | 33039 | 33429 | 33037 | 33034 | 33035 |  
33032 | 33033 | 33030 | 33031 | 33256 | 33257 | 33255 | 34983 | 34982 | 34981 | 34987 | 34986 |  
34985 | 34984 | 34988 | 33478 | 33476 | 33477 | 33474 | 33475 | 33472 | 33473 | 33470 | 32978 |  
33073 | 33070 | 33071 | 33076 | 33077 | 33074 | 33075 | 32970 | 32971 | 33179 | 33178 | 33173 |  
33172 | 33170 | 33177 | 33176 | 33175 | 33174 | 33388 | 33351 | 33355 | 33359 | 33426 | 34972 |  
33036 | 34974 | 33428 | 34979 | 33280 | 33283 | 32969 | 32968 | 32967 | 32966 | 33410 | 33411 |  
33144 | 33145 | 33142 | 33143 | 33119 | 33416 | 33417 | 33139 | 33138 | 33137 | 33136 | 33135 |  
33134 | 33133 | 33132 | 33131 | 33130 | 33487 | 33486 | 33484 | 33483 | 33482 | 33481 | 33480 |  
33168 | 33097 | 33090 | 33092 | 33093 | 32948 | 33432 | 33433 | 33009 | 33008 | 33436 | 33437 |  
33434 | 33435 | 33002 | 33001 | 33439 | 33004 | 33081 | 33266 | 33265 | 33269 | 33317 | 33316 |  
33315 | 33314 | 33313 | 33312 | 33311 | 33310 | 33319 | 33318 | 34994 | 34995 | 34996 | 34997 |  
34990 | 34991 | 34992 | 34953 | 33199 | 33449 | 33448 | 33443 | 33442 | 33193 | 33195 | 33446 |  
33197 | 33444 | 33164 | 33165 | 33166 | 33167 | 33160 | 33161 | 33162 | 33163 | 33045 | 33043 |  
33042 | 33041 | 33040 | 33348 | 33349 | 33345 | 33346 | 33340 | 34949 | 34948 | 34947 | 34946 |  
34945 | 33296 | 33299 | 33190 | 33441 | 33447 | 33194 | 33445 | 33196 | 32957 | 33021 | 33020 |  
33222 | 33155 | 33154 | 33157 | 33128 | 33129 | 33156 | 33121 | 33122 | 33124 | 33125 | 33126 |  
33127 | 33401 | 33493 | 33496 | 33497 | 33498 | 33499 | 33169 | 33014 | 33015 | 33016 | 33017 |  
33010 | 33011 | 33012 | 33013 | 32958 | 33394 | 33018 | 33019 | 33159 | 33158 | 33409 | 33408 |  
33407 | 33406 | 33405 | 33404 | 33151 | 33150 | 33153 | 33152 | 33301 | 33302 | 33303 | 33304 |  
33305 | 33306 | 33307 | 33308 | 33309 | 33188 | 33189 | 33182 | 33183 | 33180 | 33181 | 33186 |  
33187 | 33184 | 33185 | 33111 | 33110 | 33112 | 33114 | 33116 | 33050 | 33051 | 33052 | 33054 |  
33055 | 33056 | 33339 | 33338 | 33331 | 33330 | 33332 | 33335 | 33334 | 33337 | 33336 | 34958 |  
34950 | 34951 | 34952 | 33488 | 34954 | 34956 | 34957 | 33454 | 33455 | 33029 | 33028 | 33025 |  
33024 | 33027 | 33026 | 33458 | 33459 | 33023 | 33022 | 33245 | 33247 | 33243 | 33242 | 33231 |  
33233 | 33234 | 33238 | 33239 | 33430 | 33431 | 33072 | 33469 | 33468 | 33465 | 33464 | 33467 |  
33466 | 33461 | 33460 | 33463 | 33462 | 33438 | 33061 | 33060 | 33063 | 33062 | 33065 | 33064 |  
33067 | 33066 | 33069 | 33068 | 32965 | 32964 | 32963 | 32962 | 32961 | 32960 | 33418 | 33419 |  
33148 | 33149 | 33146 | 33147 | 33412 | 33413 | 33414 | 33415 | 33140 | 33141 | 33261 | 33403 |  
33402 | 33102 | 33101 | 33107 | 34973 | 33109 | 34141 | 33044 | 34994

### Counties:

Palm Beach | Okeechobee | Saint Lucie | Miami-dade | Martin | Broward | Monroe | Indian River

### Cities:

Palm Beach Gardens | Winter Beach | Palm Beach | Loxahatchee | Roseland | Key Colony Beach |  
Okeechobee | Tavernier | Belle Glade | Big Pine Key | Dania | Lake Harbor | Hollywood | Sebastian |  
Pompano Beach | Bryant | Pahokee | Fort Lauderdale | Jensen Beach | South Bay | Wabasso |

Marathon Shores | Key Largo | Fort Pierce | Boynton Beach | Fellsmere | Long Key | Jupiter | Marathon  
| Stuart | Canal Point | Key West | North Miami Beach | Homestead | Vero Beach | Pembroke Pines |  
Miami Beach | North Palm Beach | Port Salerno | Miami | Delray Beach | West Palm Beach | Deerfield  
Beach | Indiantown | Opa Locka | Islamorada | Hallandale | Hobe Sound | Port Saint Lucie | Boca Raton  
| Ochopee | Hialeah | Lake Worth | Key Biscayne | Palm City | Summerland Key | Sugarloaf Key

**APPENDIX B**  
**UCP Trademarks List**

1. UNITED CEREBRAL PALSY, U.S. Reg. No. 0650286.

2. UCP, U.S. Reg. No. 2542343.

3.  , U.S. Reg. No. 2549037.

4.  , U.S. Reg. No. 2552167.

5. RESPITALITY, U.S. Reg. No. 2923601.

6. LIFE WITHOUT LIMITS FOR PEOPLE WITH DISABILITIES, U.S. Reg. No. 3105021.

7.  , U.S. Reg. No. 3105302.

8. LIFE WITHOUT LIMITS, U.S. Reg. No. 3617532.

9. BARSTOOL OPEN, U.S. Reg. No. 3624796.

10. RIDE WITHOUT LIMITS, U.S. Reg. No. 3898503.

11. MY CHILD WITHOUT LIMITS, U.S. Reg. No. 3931433.

12. WORLD CP CHALLENGE, U.S. Reg. No. 4597715.

13. MY LIFE WITHOUT LIMITS, U.S. Reg. No. 4768992.