AFFINITY AGREEMENT

THIS AFFINITY AGREEMENT (this “Agreement”) is entered into by and between KANSAS CITY METROPOLITAN BAR ASSOCIATION (“KCMBA”), and __________________________ (“Provider”) as of the ____ day of __________, 201__ (the “Effective Date”).

1. **Program Level.** Provider shall participate at the following Affinity level, with the corresponding benefits more fully set forth in Exhibit A:

<table>
<thead>
<tr>
<th>Option selected (Please initial)</th>
<th>Partner Level</th>
<th>Annual Amount Due to KCMBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>Platinum Partner</td>
<td>$25,000</td>
</tr>
<tr>
<td>_____</td>
<td>Affinity Partner</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

2. **Provider Will:**

   (a) Provide the following service, product and/or features to Members of KCMBA: ____________________________________________ (“the Program”) at a discount of ___ to KCMBA members from the regularly published and available prices; [Further describe discount or enhancement, as needed.]

   (b) Be known, at the Platinum Partner level, as “The Official __________ of KCMBA.” There will be no such designation or endorsement at the Affinity Partner level, which is not an exclusive level of partnership.

   (c) Pay to KCMBA during the term of the Agreement a minimum of the affinity level amount selected in Section 1 per the terms set forth in Section 4;

   (d) Produce marketing material, at Provider’s expense, for KCMBA to use to promote the Program;

   (e) Provide KCMBA Provider’s full-color logo in EPS, high-resolution JPG or high-resolution PDF format for KCMBA’s marketing purposes;

   (f) In consultation with KCMBA, design all advertising, solicitation and promotional materials and content for the Program and bear all costs of producing and mailing any and all materials with regard to the Program;
(g) Be responsible for all sales and customer service to Members participating in the Program;

(h) Abide by all applicable laws, ordinances and regulations, including, but not limited to, the payment of all applicable taxes in connection with sales under the Program; and

(i) During the Term of this Agreement, not enter into any similar arrangement with any other individual, group or association in the greater Kansas City area involved with the legal profession.

3. **KCMBA Will:**

   (a) Market, publicize and promote Product to Members using the methods set forth in Exhibit A for the designated partner level.

   (b) At the Platinum Partner level, KCMBA will not engage any other partner in the business category designated in Paragraph 2(b) as a Platinum Partner during the Agreement Term. Only one business in a category may be “The Official --- of KCMBA” at any one time. However, KCMBA may have advertisers, sponsors, members, venders, presenters in general and participants at the Affinity Partner level, whose business may be categorized as stated in Section 2(b).

4. **Payments to KCMBA.** During the Term of the Agreement, Provider shall pay to KCMBA a minimum of $25,000 / $10,000, which shall be due on the following schedule: 50% of the total Agreement amount upon signing the Agreement; 30% of the total Agreement amount at the end of the fifth month of the Agreement and 20% of the Agreement amount at the end of the eleventh month of the Agreement.

5. **Term and Termination.**

   (a) The initial term of this Agreement will be for a period of one (1) year unless terminated early as provided for in this Agreement (“Initial Term”). This Agreement will automatically renew for an additional period of one (1) year unless a party provides the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration date of the Initial Term.

   (b) Notwithstanding the foregoing, either party may immediately terminate this Agreement, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:

   (1) Fraud, embezzlement or dishonesty;

   (2) Unethical or unprofessional conduct or activities or conduct injurious to the terminating party’s reputation;

   (3) Upon or after the filing by or against either party of any insolvency or bankruptcy proceeding or upon or after the appointment of a receiver or trustee of its property or upon or after an assignment for the benefit of its creditors, or if
the other party shall compound or make any arrangements with its creditors or seek similar debtors relief; or

(4) If either party breaches any term of this Agreement which breach is not cured within fifteen (15) days after written notice from the non-breaching party.

(c) Notwithstanding anything to the contrary herein, this Agreement may be terminated immediately by KCMBA if Provider breaches its obligations under Section 6.

6. KCMBA’s Marks.

(a) KCMBA is the owner of those trademarks and logos identified on Exhibit B (the “Marks”).

(b) KCMBA grants Provider permission to use the Marks in connection with the Program, and Provider accepts such grant subject to the terms and conditions of this Agreement. Provider is prohibited from assigning or transferring this grant of use without the express written permission of KCMBA. Provider acknowledges the ownership of the Marks in KCMBA, agrees that it will do nothing inconsistent with such ownership, agrees that all use of the Marks by Provider shall inure to the benefit of and be on behalf of KCMBA. Provider agrees that nothing in this grant shall give Provider any right, title, or interest in the Marks other than the right to use the Marks in accordance with this Agreement, and Provider agrees that it will not attack the title of KCMBA to the Marks. All rights in the Marks and the good will connected therewith shall remain the property of KCMBA.

(c) Provider agrees to identify the Marks as owned by KCMBA. Provider agrees that all use of the Marks by Provider in connection with the Program shall contain appropriate legends, markings, and notices to reflect recognized standards of proper trademark practice, including, for example, the use of either TM or ® symbol, as appropriate.

(d) Provider agrees to maintain a high quality of goods or services sold in connection with the Marks.

(e) Upon termination of this Agreement Provider agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, to destroy all printed materials bearing the Marks, and remove the Marks from all advertising or other promotional materials.

7. Assignment. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the other party’s prior written consent which consent shall be within that other party’s sole discretion.

8. No Agency Relationship. Provider is an independent contractor. Nothing contained herein shall be construed to constitute or create between the parties any partnership, employer/employee or agency relationship or joint venture. Neither party shall have any authority to bind the other in any respect. Provider shall have no authority to act for or on behalf
of KCMBA, to assume or create obligations on behalf of KCMBA, or to extend any warranty or representation on behalf of KCMBA.

9. **Notice.** All notices to the parties shall be in writing and shall be deemed sufficiently given when deposited in the United States’ mail to be sent first-class certified or registered with proper postage prepaid, or when deposited with a national next-business-day courier service for delivery, to the following address:

    **KCMB:**
    Executive Director
    KANSAS CITY METROPOLITAN BAR ASSOCIATION
    2300 Main Street, Suite 100
    Kansas City, MO  64108

    **Provider:**
    __________________________
    __________________________
    __________________________
    __________________________

10. **Limitation of Liability.** IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OR THIRD PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, ALL WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE.

11. **Indemnification.** Provider shall protect, defend, indemnify, and hold KCMBA and its directors, officers, employees and agents (collectively, the “Indemnitees”) harmless against any and all claims, causes of action, demands, or proceedings and any and all related costs and expenses (including, without limitation, reasonable attorneys’ fees and costs) (“Losses”) incurred by any of the Indemnitees resulting from Provider’s breach of any of the provisions of this Agreement. In addition, Provider agrees to indemnify and hold the Indemnities harmless from and against any Losses arising out of any acts, errors or omissions of Provider in the performance or non-performance of its obligations to any Member in connection with the Program, including, without limitation, any Losses involving the marketing, advertising, use or sale of any of Provider’s services or products. The indemnities contained herein shall survive any termination or expiration of this Agreement.

12. **Attorneys’ Fees.** In the event that KCMBA is compelled to employ attorneys to enforce the provisions of this Agreement, Provider agrees KCMBA will be entitled to receive all
of its legal costs and expenses, including reasonable attorneys’ fees, incurred thereby from Provider.

13. **Governing Law.** This Agreement will be construed under and in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

KANSAS CITY METROPOLITAN BAR ASSOCIATION

By: _______________________________  By: _______________________________

Name: _______________________________  Name: _______________________________

Title: _______________________________  Title: _______________________________

Date: _______________________________  Date: _______________________________
## EXHIBIT A

<table>
<thead>
<tr>
<th>BENEFITS TO PROVIDER</th>
<th>$25,000 Platinum Partner</th>
<th>$10,000 Affinity Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exclusive Rights and Endorsement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As a $25,000 Platinum Partner, the Provider will receive exclusive endorsement rights as “The Official -------- of KCMBA” in one category/area of exclusivity, to be agreed upon by both the Provider and KCMBA.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>Marketing and Promotion</strong></td>
<td></td>
<td></td>
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<tr>
<td>KCMA will issue a full press release featuring Provider at the commencement of the Affinity Agreement complete with a quote from KCMBA leadership promoting Provider.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be announced on one front cover of the KC Counselor magazine. The KC Counselor is a full-color 32-page publication produced 11 times annually.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be featured in a one-page introductory article, complete with logo and photo or graphics in the KC Counselor magazine, both in hard copy (mailed to about 5,000 members) and online electronic edition. Provider will submit, on or before the publication deadline, its proposed article of no more than 800 words (or fewer if photos and graphics are submitted) to be edited and approved for press by KCMBA.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be included in each issue of the KC Counselor magazine in the Member Benefits/Affinity Partners section. Logo will be included only for the $25,000 Platinum Partner. Platinum Partners will receive priority listing.</td>
<td>✓ ✓</td>
<td></td>
</tr>
<tr>
<td>Provider will receive a full page advertisement in the Directory of Greater Kansas City Legal Community, a comprehensive 500-page directory that lists over 9,000 attorneys in the greater Kansas City legal community. This directory is the go-to resource and is consistently ranked as the number one member benefit.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be included on the Affinity Partner page in the Directory of Greater Kansas City Legal Community. Platinum Partners will receive priority listing.</td>
<td>✓ ✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be featured in an introductory announcement in KCMBA’s weekly e-newsletter, the Sidebar. Platinum Partners will receive priority listing.</td>
<td>✓ ✓</td>
<td></td>
</tr>
<tr>
<td>Provider will be featured in the Affinity section of KCMBA’s weekly e-newsletter the Sidebar, on a rotation basis with other Affinity partners. Platinum Partners will receive priority listing.</td>
<td>✓ ✓</td>
<td></td>
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</tbody>
</table>
## BENEFITS TO PROVIDER

<table>
<thead>
<tr>
<th>Description</th>
<th>$25,000 Platinum Partner</th>
<th>$10,000 Affinity Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider’s logo and “The Official -------- of KCMB” label will be included on the home page of KCMB’s website.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Provider’s logo, website link and brief product description will be featured on the Affinity Partner page of KCMB’s website. Platinum Partners will receive priority listing.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Provider will be featured in an introductory article on KCMB’s website. Platinum Partners will receive priority listing. Provider will submit its proposed article of 800 words (or fewer if photos and graphics are submitted) to be edited and approved for posting by KCMB.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Announcements on KCMB’s social media platforms, including Facebook and Linked-In. Platinum Partners will receive priority listing. Platinum Partners will receive a minimum of four (4) announcements and Affinity Partners will receive a minimum of two (2) announcements.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Opportunity to present a free educational event for KCMB members. Topic, format, location and date to be mutually approved by Provider and KCMB. Event will be marketed by KCMB through its normal channels. KCMB will seek CLE accreditation, as appropriate. Additional marketing and any food or alcoholic beverages to be served at the event will be mutually agreed upon and paid by Provider</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Opportunity to present at one KCMB Board of Directors Meeting. Date to be mutually approved by Provider and KCMB.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>One opportunity for direct marketing to KCMB’s membership of approximately 5,000 members, to be mutually agreed upon by KCMB and Provider, with all cost borne by Provider.</td>
<td>✓</td>
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</tbody>
</table>

## Membership

KCMB Association Members will receive:
- The KC Counselor;
- The weekly e-newsletter, the Sidebar;
- The Directory of Greater Kansas City Legal Community;
- Invitations to attend members-only events and socials; and
- All other privileges and benefits of KCMB membership.

<table>
<thead>
<tr>
<th>Memberships</th>
<th>$25,000 Platinum Partner</th>
<th>$10,000 Affinity Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Events</td>
<td></td>
<td></td>
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<tr>
<td>-------------------------------------------------------------</td>
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<tr>
<td>• One complimentary exhibitor booth at the Bench-Bar &amp; Boardroom Conference (BBBC). The BBBC is a significant 3-day networking and educational conference held at a resort and attended by about 300 attorneys and judges. Additional sponsorship levels may be purchased outside of this Agreement.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>• One complimentary table for 10 guests the KCMB Talking Meeting luncheon. The Annual Meeting occurs the first or second Friday in December. It has sold-out the last several years at 1,000 attendees. Additional sponsorship levels may be purchased outside of this Agreement.</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

*Affinity Partner will choose between a complimentary exhibitor booth at BBBC or a complimentary table for 10 at KCMB’s Annual Meeting. Platinum Partners will receive both.

*See notes
EXHIBIT B

The Kansas City Metropolitan Bar Association

KCMB

KCMB Logo Colors
PMS 548 (CMYK conversion 98 24 34 46)
PMS 385 (CMYK conversion 22 11 91 42)

Logo Fonts
Arno Pro Regular
Helvetica Bold Condensed

Black & White Logo File Formats
greyscale EPS
reverse (white) EPS
greyscale JPEG
greyscale PNG