



KIND TRAVELER KIND DESTINATION SPONSORSHIP AGREEMENT

June 9, 2023

Dear Molly Cano,

Welcome to Kind Traveler! As the first socially conscious Give + Get hotel booking and media platform that empowers travelers to positively impact local communities, the environment, and animals, we are honored to have you on board as a Kind Destination Sponsor.

Attached, please find a Memorandum of Understanding a.k.a Kind Destination Sponsor Agreement between Kind Traveler and the City of San Luis Obispo. Please review and sign to officially secure your position as a Kind Destination Sponsor on the Kind Traveler platform.

In the meantime, if there are any questions we can answer or anything we can help you with, please feel free to reach out. My email is jblotter@kindtraveler.com and you can reach me at (619) 519-2437.

Thank you for joining us on our mission to empower everyday travelers to make a positive impact by giving back to the communities they visit.

Kindly,

Jessica Blotter
CEO & Co-Founder
KindTraveler.com

KIND DESTINATION SPONSORSHIP AGREEMENT

This Kind Destination Sponsorship Agreement (this "Agreement") is entered into, by and between "Company" Kind Traveler, PBC, a Public Benefit Corporation with offices at 44851 San Pascual Ave, Palm Desert, CA 92260, and the City of San Luis Obispo as a "Kind Destination Sponsor" with offices at 990 Palm Street, San Luis Obispo, CA 93401.

Company is an online travel platform utilizing an online fundraising & marketing campaign (hereinafter referred to as "Promotion") with charity partners under the Kind Traveler digital platform to offer the Kind Traveler program for destination properties.

2. SPONSORSHIP AND PROMOTIONAL ACTIVITIES.

2.1 SPONSORSHIP OF THE COMPANY.

Kind Destination Sponsor shall be prominently featured as such on the Company's public World Wide Web site, located at <http://www.kindtraveler.com> (the "Site"), for the Term of this Agreement. Kind Destination Sponsor shall be entitled to exercise the option to engage or participate in all activations set forth in schedule "A," shall have the first right of refusal to future activated Kind Destination Sponsor positions on future programs, and shall be included in marketing, advertising and promotional materials ("Marketing Materials") distributed by or for the Company. The Company shall prominently feature Kind Destination Sponsor's logo, hyperlinks, mission and or sponsorship on the Site. KIND TRAVELER agrees that all use of Kind Destination Sponsor's name, logo(s), mission statement, and/or other brand information shall be consistent with the Kind Destination Sponsor's graphic standards and subject to Kind Destination Sponsor's approval. All content appearing on Kind Destination Sponsor's individual page within the KIND TRAVELER digital platform shall be first approved by Kind Destination Sponsor. Kind Destination Sponsor shall be given reasonable time to complete its review to provide approval (or denial) of all such uses.

2.2 PROMOTION OF THE SITE AND COMPANY SERVICES. Kind Destination Sponsor shall use reasonable efforts to promote the Site and the Company's services on its Website and in its Marketing Materials and/or social media. The exact nature and extent of such promotion, shall be left in the control and discretion of Kind Destination Sponsor.

2.3 KIND DESTINATION SPONSOR PRODUCTS AND SERVICES. The Company shall use reasonable efforts to promote Kind Destination Sponsor's products and services related to travel on the Site and in its Marketing Materials and social media. The Company and Kind Destination Sponsor shall cooperate to coordinate the exact nature and extent of such promotion.

3. LICENSES. The Company and Kind Destination Sponsor each grants to the other a nonexclusive, worldwide, license, with no right to sublicense, to use, reproduce and distribute, in print, online and on such other media as the parties may agree from to time, the other party's name, logo and other trademarks and service marks used with respect to such party's products and services for the sole purpose of fulfilling the parties' respective obligations under this Agreement. Any such use shall be in accordance with the guidelines established by the licensing party, as may be in effect from time to time. The Company will use its best efforts to gain approval from Kind Destination Sponsor on all uses of Kind Destination Sponsor's brand and logo for activations under this Agreement.

4. SPONSORSHIP FEES. Kind Destination Sponsor shall pay the Company a Year 1 sponsorship fee of \$17,500 (a discount from \$50,000 in lieu of the Visit California Co-Op Program Opportunity), with a 1x only option to commit for Year 2 with a 15% discount, making Year 2 a total of \$12,495.

Year 2 payment would begin at the start of Year 2, 12 months after the start date of Year 1.

5. TERM. The term of this Agreement (**Year 1**) shall become effective on the Effective Date (the “Term”). This Agreement shall be effective upon signature by both parties. If the parties sign on different dates, the Agreement will become effective on the latest date on which one of the parties signed (“Effective Date”).

Notwithstanding the foregoing, either party may terminate this Agreement at any time after thirty days written notice to the other party of such other party's breach of any of its obligations under this Agreement in any material respect, which breach has not been remedied within such thirty-day period. In the event Kind Destination Sponsor terminates this Agreement in accordance with the preceding sentence, Kind Destination Sponsor shall have no obligations to make any further payment of sponsorship fees.

6. GENERAL PROVISIONS.

6.1 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to Kind Destination Sponsor’s sponsorship of the Company.

6.2 AMENDMENT AND WAIVER. No amendment to, or waiver of, any provision of this Agreement shall be effective unless in writing and signed by both parties.

6.3 GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof.

6.4 SUCCESSORS AND ASSIGNS. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with the merger, sale of substantially all of its assets or other form of substantial transfer of the business.

6.5 REGULATED ENTITY. The Company understands that Kind Destination Sponsor and its affiliates are regulated entities. Nothing in this Agreement shall require Kind Destination Sponsor to take any action which in any way violates applicable laws or regulations in sole the opinion of Kind Destination Sponsor or its counsel.

6.6 ARBITRATION. Any dispute between the parties arising out of or in connection with this Agreement shall be referred for settlement to arbitration in Los Angeles, California, in accordance with the Commercial Rules of the American Arbitration Association. The award shall be final and binding upon the parties and judgment of such award may be entered in any court or tribunal having jurisdiction.

Required Activations to Support the Kind Destination Sponsorship:

- Share the press release & impact report of the partnership to your media database (note, we can decide if you’d prefer to send the press release to launch the partnership and then again 12 months

later to celebrate the impact report).

- Share the press release & impact report in the form of a blog post on the destination website
- Announce the partnership across social media channels and destination newsletter
- Provide an opportunity for Kind Traveler to submit blog stories promoting sustainable tourism efforts in your destination
- Consider including an announcement of the program in the destination's annual visitor guide
- Communicate on your website the details of the Kind Traveler partnership
- Share a screenshot of annual donation to ECO SLO and any additional documents for third-party verification of annual donation commitment by Kind Traveler

7.0 Not an Agent: Nothing contained in this Agreement shall be deemed, construed or represented by Company or Kind Destination Sponsor or by any third person to create the relationship of principal and agent. Company shall have no authority, express or implied, to act on behalf of Kind Destination Sponsor in any capacity whatsoever as an agent, nor shall Company have any authority, express or implied, to bind Kind Destination Sponsor to any obligation whatsoever.

8.0 Indemnification: Company shall defend, indemnify and hold harmless Kind Destination Sponsor, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses, including attorney's fees, in connection therewith), arising out of the performance of this agreement, except for any such claim arising out of the sole negligence or sole willful misconduct of the Kind Destination Sponsor, its officers, agents, employees or volunteers. This indemnity provision shall survive expiration or sooner termination of this Agreement.

Schedule A:

Activations by Company on behalf of Kind Destination Sponsor:

YEAR 1 PROPOSAL:

Deliverables:

- Destination Landing Page that communicates community impact program
- Destination annual impact report/3rd-party validation
- Press release and media pitching
- Blog story on Kind Traveler blogzine
- Announcement in KT's newsletters + social media
- Annual donation tracking and verification
- QR code linked to custom microsite
- Artisanal hand-made wood plaque for all SLO hotels (42) and SLO City Visitor Center (1), total (43)
- Access to customized editorial collaborations and influencer trips (price varies, depending on execution)*
- Win This email acquisition campaign (\$4K value) resulting in approximately 10K opt in subscribers to your list for retargeting
- **Rate: \$17,500K (reduced from \$50K with Visit CA Co-Op)**

***INFLUENCERS:**

Kind Traveler will send a request to our ambassador/influencer community for coverage of your program with Kind Traveler. The City of SLO to cover the lodging & activities portion and a \$300 to \$500 stipend per confirmed influencer to help cover related travel expenses. As an **added value** to you, Kind Traveler will not charge any additional fees for outreach to our community and would request that the City of SLO assist Kind Traveler in coordinating any associated volunteer/tree-planting experiences associated with the influencer trips.

AGREEMENT OPTIONS: (Please Select)

1st Year: \$17,500K (reduced from \$30K in lieu of the Visit California Co-Op Program Opportunity)

2nd Year **(optional)**: As a 1x offer available only at signing, opt-in for year two at a 15% discounted rate of \$12,595

KIND DESTINATION SPONSORSHIP AGREEMENT | SIGNATURE PAGE 1

Kind Destination Sponsor: City of San Luis Obispo

Date of Agreement: June 9, 2023

Contact Person: Molly Cano
Title: Tourism Manager
Contact Phone: 805.781.7165

Contact Email: mcano@slocity.org

Authorizing Contact Name:

Kind Traveler Representative/Point of Contact: Jessica Blotter, CEO & Co-Founder
Kind Traveler Representative Contact: jblotter@kindtraveler.com
Kind Traveler Representative Phone: m. 619.519.2437

AUTHORIZATION

I have seen, read, and understand the terms and conditions of this agreement and agree to be bound by same.

Molly Cano, Tourism Manager

Signed

Date

Jessica Blotter, CEO & Co-Founder of Kind Traveler, PBC.

Signature

Date

EXHIBIT B

Collaboration Guiding Principles

As collaborators we agree to recognize the following guiding principles to maintain this relationship and to interpret this Agreement:

TRANSPARENCY

We're committed to transparency. We will adopt the principles of openness and transparency in all aspects of operation and communication with each other.

WELLBEING

We promote wellbeing and mindful, healthy lifestyles. We believe the kinder you can be to yourself, the better you will be. We encourage each other to provide activities that support overall wellness, including conscious and plant-based food choices and fitness.

KINDNESS

We believe in promoting kindness to all living beings, regardless of species type.

ENVIRONMENTAL STEWARDSHIP

We practice and advance choices that support clean air, clean water, resource conservation, and a reduced carbon footprint. We highlight and engage those taking on sustainable standards in travel.

HEALTHY LOCAL & GLOBAL COMMUNITIES

We serve and support local and global communities through our giving platform. Our Give + Get model inspires and rewards giving back to our network of charities. 100% of public donations benefit community and environmental needs. Charities receive 100% of donations made on the Kind Traveler platform.

HUMANE CHOICES

We practice, advance and educate choices that support the humane treatment of animals. We do not believe in animals being used for entertainment or testing. We promote cruelty-free and ethical products, services and lifestyles.

ECONOMIC GROWTH

We're committed to proliferating the growth of the travel and tourism sector. We recognize that our property partners are often a cornerstone of their communities—driving tourism, job creation, and prosperity.

WIN-WIN PARTNERSHIPS

We create ongoing win-win relationships with our travel and nonprofit participants. We believe in fairness, innovation and honest communications.

SMART GIVING

We guide intelligent giving decisions by advancing transparency of top performing charities. Our featured charities have low administration to program ratios, spending 75% or more on programs.

HUMAN RIGHTS

We respect and advance diversity and universal human rights. We denounce prejudice and inspire dignity.

EDUCATION

Through education of today's most pivotal societal and environmental concerns, we seek to inspire conscious decision-making that keeps the greater good in mind.