

## CO-BRANDING AGREEMENT

This Co-Branding Agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between the **Premium Cigar Association** (“PCA”), a non-profit organization with its principal office at \_\_\_\_\_, and \_\_\_\_\_, a member of the PCA, with its principal office at \_\_\_\_\_ (the “Manufacturer”).

### RECITALS

WHEREAS, PCA is a trade association representing the interests of premium cigar retailers and manufacturers and holds certain trademarks, including its logo and other branding assets;

WHEREAS, the Manufacturer is a member of PCA in good standing and desires to use PCA’s logo and branding in connection with the sale of its premium cigars to promote mutual benefits, subject to the terms and conditions of this Agreement;

WHEREAS, the Manufacturer agrees to donate a portion of the proceeds from each cigar sold under this co-branding agreement to PCA;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth below, the parties agree as follows:

### 1. LICENSE AND USE OF PCA BRANDING

**1.1 License Grant:** PCA grants the Manufacturer a non-exclusive, non-transferable, and revocable right to use the PCA Logo (reproduced below) and branding solely in connection with the sale of premium cigars, subject to the terms and conditions of this Agreement. Manufacturer agrees and understand that the PCA Logo may be revised, updated, or changed from time to time and that Manufacturer will only use the most current version of the PCA Logo.



**1.2 PCA Brand Standards:** The Manufacturer agrees to adhere strictly to the PCA brand guidelines and standards provided by PCA, including but not limited to logo usage, color schemes, fonts, and placement on packaging, marketing materials, and any other relevant media.

**1.3 Approval of Proposal:** The Manufacturer shall submit a detailed proposal for the use of the PCA Logo to PCA’s Membership Committee for review. The proposal must include the design of the co-branded cigars and an outline of the Manufacturer’s plan for the product release. The Membership Committee meets monthly to review submissions, and approval must be obtained prior to launching the product.

**1.4 Minimum Donation Requirement:** The Manufacturer commits to a minimum donation of \$5,000 to PCA within one year of the execution of this Agreement. The \$0.50 per cigar donation outlined in Section 2.1 will count towards this minimum donation, such that the sale of 10,000 cigars at \$0.50 per cigar will meet the \$5,000 minimum annual donation.

## **2. DONATION STRUCTURE**

**2.1 Per-Cigar Donation:** The Manufacturer agrees to donate \$0.50 per cigar sold that bears the PCA logo or other co-branding elements. The donation is considered a contribution to PCA and will be applied toward the \$5,000 minimum donation requirement for the first year of this Agreement.

**2.2 Reporting and Payments:** The Manufacturer will provide PCA with quarterly reports detailing the number of co-branded cigars sold and the total donation amount due. Payments will be made to PCA no later than fifteen (15) days after the end of each quarter.

**2.3 Continued Sales:** Notwithstanding the minimum donation obligation contained in section 1.4 of this Agreement, Manufacturer has no minimum sales or continued sales obligations. Manufacturer may cease, at any time and in its sole discretion, to sell cigars bearing the PCA Logo.

## **3. TERMS AND TERMINATION**

**3.1 Term:** This Agreement shall commence on the date first written above and continue for one (1) year unless earlier terminated as provided herein.

**3.2 Termination for Breach:** Either party may terminate this Agreement if the other party breaches any material provision and fails to cure such breach within thirty (30) days after receipt of written notice of the breach.

**3.3 Termination for Convenience:** Either party may terminate this Agreement for convenience by providing sixty (60) days' written notice to the other party.

**3.4 Effect of Termination:** Upon termination of this Agreement, the Manufacturer will cease all use of the PCA logo and branding and shall make any outstanding donation payments owed to PCA within thirty (30) days.

## **4. REPRESENTATIONS AND WARRANTIES**

**4.1 Manufacturer's Warranties:** The Manufacturer represents and warrants that its use of the PCA Logo will be consistent with PCA's brand standards and guidelines and will not infringe on any third-party rights. Additionally, the Manufacturer warrants and represents that all cigars bearing the PCA Logo or trademarks will be legally compliant with all applicable state, federal, and international laws and regulations, including but not limited to those related to the manufacturing, labeling, distribution, marketing, and sale of tobacco products. The Manufacturer further agrees to ensure that no illegal or prohibited products are associated with the PCA brand in any jurisdiction where the cigars are sold.

4.2 **PCA's Warranties:** PCA represents and warrants that it has the right to license its logo and other branding elements for the purposes described in this Agreement.

**5. INDEMNIFICATION**

The Manufacturer agrees to indemnify and hold PCA harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Manufacturer's use of the PCA logo and branding in violation of this Agreement.

**6. MISCELLANEOUS**

6.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. The sole and exclusive venue for any dispute arising between the parties related to this agreement shall be the courts of competent jurisdiction in Miami-Dade County, Florida and both parties expressly consent to the jurisdiction of such courts to hear disputes arising from or related to this agreement.

6.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

6.3 **Amendment:** This Agreement may be amended only by a written agreement signed by both parties.

6.4 **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**PREMIUM CIGAR ASSOCIATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_