

GRANT AND MASTER SERVICES AGREEMENT

This Grant and Master Services Agreement (the “Agreement”), is made and entered into as of August 23rd 2019 (the “Effective Date”) by and among Blue Zones, LLC, a Delaware limited liability company (“Blue Zones”), Conopco, Inc., dba Unilever, a New York corporation (“Unilever”) and The City of Fort Lauderdale, a municipal corporation of the State of Florida (the “Community”). Each of Blue Zones, Unilever and the Community may be referred to in this Agreement individually as a “Party” and collectively as the “Parties”. This Agreement consists of (i) this Signature Page, (ii) the General Terms and Conditions attached hereto, and (iii) any Statement of Work or similar document executed by the Parties (each a “SOW”).

The Parties by signing below agree to be bound by the terms of this Agreement.

[COMMUNITY NAME]

By: _____

Name:

Title:

Date:

Address for Notice:

Attn:

[Street Name]

[City, State, Zip]

BLUE ZONES, LLC

By: _____

Name:

Title:

Date:

Address for Notice:

Attn: Amelia Clabots

323 Washington Avenue North, 2nd Floor

Minneapolis, MN 55410

CONOPCO, INC.

By: _____

Name:

Title:

Date:

Address for Notice:

Attn:

700 Sylvan Avenue

Englewood Cliffs, NJ 07632

GENERAL TERMS AND CONDITIONS

1. Project Description, Grant Funds; Use of Grant Funds; Services; SOWs.

- 1.1. **Project Description.** The *Made to Move*™ grant program from Unilever's *Degree* brand and Blue Zones, LLC, is a competitive funding opportunity created to assist selected communities like the Community advance on the ground projects, and related policies to promote active transportation initiatives to help communities become more walkable, bikeable, transit-friendly environments for all ages, incomes and abilities as more fully described in Exhibit A hereto (the "Project").
- 1.2. **Grant Funds.** Subject to the Community's compliance with the terms of this Agreement, Unilever shall make a total grant of \$100,000 to be funded in two payments to Community according to Exhibit A hereto ("Grant Funds"). Funding of the second payment will be subject to Community's meeting all Project requirements as determined by Blue Zones and Unilever in their sole discretion. For clarity, no Grant Funds shall be provided to any Community which does not successfully complete Phase 1.
- 1.3. **Use of Grant Funds.** Community shall use the Grant Funds only for the Project and not for other purposes or activities. Grant Funds shall be used for the Project in accordance with the activities listed in Exhibit A and the SOWs. Community will maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of this Agreement and retain the substantiating documents, such as bills, invoices, cancelled checks, and receipts, for a period of not less than three (3) years after the Community's completion of the Services contemplated by this Agreement. If there are excess Grant Funds at the end of the Project, Community will seek approval from Blue Zones and Unilever as to Community's proposed use of the excess Grant Funds. Community shall not use the Grant Funds to reimburse any expenses incurred prior to the Effective Date. Grant Funds shall not be used for general, administrative, overhead, or indirect expenses or costs, except as otherwise set forth in this Agreement and any SOW. Community acknowledges and agrees that Blue Zones has no obligation whatsoever with respect to the Grant Funds. In addition, neither Blue Zones nor Unilever shall have any obligation to provide any funds other than those expressly set forth in this Agreement, or at any time after the termination or expiration of this Agreement, regardless of the status of the Project. Nothing in this Agreement should be construed to create or imply a promise, pledge, or commitment for any funds after the Term of or in addition to this Agreement.
- 1.4. **Services.** Blue Zones shall provide the services as described in one or more SOWs (the "Services") executed by the Parties. Each SOW shall contain: (i) a description of the Services; and (ii); and the duration of the SOW, if different from the Term. The terms of this Agreement shall govern each SOW. In the event of a conflict between these General Terms and Conditions and the terms and conditions of a SOW, these General Terms and Conditions shall prevail unless the SOW expressly excludes or modifies the affected provision. The standard terms and conditions of Community attached to a SOW or any other document shall have no force and effect. Community acknowledges and agrees that Unilever shall not be responsible for the performance of any Services contained in this Agreement or any SOW hereunder.
- 1.5. **Team Leads.** Community has designated _the City of Fort Lauderdale's City Manager as its team lead ("Team Lead"), Blue Zones has designated Amelia Clabots/Scott Hardy as its team lead, and Unilever has designated _____ as its team lead (each such

team lead hereafter referred to herein individually as a "Team Lead"). A Team Lead will have the authority to bind a Party and will be available during normal business hours to respond to inquiries from the other Parties.

- 1.6. **Other Fees.** Except as expressly provided in a SOW agreed upon by the Parties or otherwise in this Agreement, Community shall not be obligated to pay Blue Zones any fees for the Services.
- 1.7. **Taxes.** Community acknowledges that it shall be responsible for, all sales, use, personal property, value-added, excise and other taxes (including penalties and interest) ("Taxes") that may be imposed or assessed directly against Community by governmental agencies with respect to the Grant Funds and Services and the transactions contemplated by this Agreement, other than taxes due by Blue Zones or related to the income or gross receipts of Blue Zones. Each Party shall be solely responsible for all payroll taxes imposed or assessed or due as a result of a Party's employees or contractors hired or engaged by them. Each Party shall pay all Taxes assessed or imposed against it when due, and shall hold the other Parties harmless from its failure to pay the same when due
- 1.8. **Expenses.** Except for expenses as expressly provided herein or in a SOW, each Party shall bear its own expenses in connection with the performance of its obligations hereunder, including travel to and participation in any training, conference, or meeting, and including all legal fees.

2. Intellectual Property.

- 2.1 As between the Parties, Blue Zones shall own all right, title and interest in and to the Blue Zones IP (as defined below), including, without limitation, all associated intellectual property rights throughout the world. The Parties agree that any modification or enhancement to Blue Zones IP which is developed, conceived or reduced to practice during the Term, whether by Blue Zones for Community or by Unilever for Community, with or without advice or support by Blue Zones, whether or not developed in conjunction with Community's and/or Unilever's employees, agents, or contractors, will be the exclusive property of Blue Zones. If Community or Unilever suggests any new features, functionality or improvements to any Blue Zones IP, Community and Unilever will not assert any claim against Blue Zones or its third party licensors that the suggested feature, functionality or improvement is an original idea of Community or Unilever or that Community or Unilever has any ownership rights superior to those of Blue Zones or the third party licensor in such feature, functionality or improvement, and Blue Zones and its third party licensors shall not be subject to any confidentiality restrictions or royalty obligations relating thereto. Without limiting the foregoing, but subject to Section 3.1, Community agrees that Blue Zones and Unilever may use any outcomes or data arising from performance of the Services.
- 2.2 Blue Zones grants Community a non-exclusive, non-transferable, non-sublicensable, limited license in the [United States] [geographic area that is within a 25-mile radius of the Community's boundaries] to use the Blue Zones IP only for the purposes of receiving the Services hereunder and for the purposes of marketing the Services in the manner that the Parties may agree upon in a SOW. Blue Zones grants to Community no other license or right to the Blue Zones IP and none shall be deemed granted or implied. Blue Zones retains all rights not expressly granted herein. Except as otherwise expressly allowed in this Agreement or in a separate written agreement executed by the Parties, Community shall not (a) copy, assign, pledge, rent, lease, time share, bundle, display, disclose, use, distribute, sell, sublicense, license or grant any rights in any of the Blue

Zones IP; or (b) reproduce, modify, decompile, disassemble or reverse engineer the Blue Zones IP without the express written consent of Blue Zones.

- 2.3 The Parties each reserve the right to, and control of, the use of its name, symbols, trademarks, and service marks presently existing or later established. Except for as expressly provided herein or in a SOW, no Party shall use a Party's name, symbols, trademarks, or service marks, without the prior written consent of the other Party. Community shall have the right to use the name, symbols, trademarks and service marks of Blue Zones and Unilever to carry out the terms of this Agreement as set forth in a SOW. Blue Zones and Unilever shall have the right to use Community's name, symbols, trademarks and service marks to carry out the terms of this Agreement and to identify Community as a participant in the Project and for their general sales and marketing purposes. Upon the expiration or termination of this Agreement or the period set forth in an applicable SOW or upon receipt of written notice from the other Party, a Party shall cease its use of any symbol, trademark or service mark of the other Party.
- 2.4 **"Blue Zones IP"** means all intellectual property created or owned by Blue Zones, including all works of authorship, programs, software, code, source code, system design, processes, tools, reports, manuals, supporting materials, drawings, diagrams, flowcharts, templates, documents, materials, technology, trademarks, trade secrets, instruction manuals, course descriptions, logos, trademarks, service marks, artwork, devices, website(s), and concepts, and any modifications, updates, enhancements and derivative works of any of the foregoing, whether developed prior to the Effective Date or during the Term.
- 2.5 Unilever materials, products and intellectual property and other rights are collectively referred to as "Unilever Materials." The nature, manner and use of Unilever Materials by Community or Blue Zones shall be subject to Unilever's prior written approval, in each instance. No material containing Unilever Materials shall be used, reproduced, performed, displayed, published, adapted, modified, sold, licensed, sublicensed, broadcast, transmitted, distributed, exhibited, disseminated or otherwise exploited without such written preapproval. The Unilever Materials under this Agreement shall not be used by Community or Blue Zones at any time, during or after the Term, to advertise or promote any non-Unilever product or for the benefit of any party other than Unilever. Subject to the terms and conditions of this Agreement, Unilever grants Community a limited, royalty-free, non-exclusive, revocable, terminable license to use the Unilever Materials solely for the advertising and promotion in accordance with this Agreement. Community and Blue Zones acknowledge and agree that its use of the Unilever Materials shall not create any right, title or interest in its favor relative to the Unilever Materials other than as expressly provide herein or in the Program Agreement between Unilever and Blue Zones. All use of the Unilever Materials by Community and Blue Zones and any rights arising therefrom, and goodwill generated thereby, shall inure solely to the benefit of, and are and shall be owned exclusively by, Unilever.
- 2.6 The parties acknowledge that Blue Zones shall own all right title and interest in and to any work product, creative works or materials developed by Community in connection with this Agreement or Project (excluding any Unilever intellectual property or materials contained therein). Blue Zones exclusively owns all right, title and interest in and to the work product, creative materials and/or materials, and any and all works based upon, derived from, or incorporating such materials.

Subject to the terms of this Agreement, Blue Zones grants to Unilever, during the Term, a royalty-free, sublicensable (for the purposes of promoting and advertising this Agreement and the Project), right and license to use any materials created by Community in

connection with this Agreement or Project, including any Blue Zones IP contained therein, in any and all media, whether now known or hereinafter developed, worldwide, during the Term.

3. Confidentiality.

3.1 **Confidentiality Obligations.** Each Party shall maintain the confidentiality of the Confidential Information (as defined below) of the other Parties and not disclose or disseminate such Confidential Information to third Parties. The receiving Party shall use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses with its own Confidential Information, which standard of care shall be reasonable care under the circumstances. Nothing in this Section shall preclude a Party from disclosing a Party's Confidential Information to the extent that the disclosure thereof is required by laws, regulations, statutes, mandates, or other decree with binding effect on a Party hereunder issued by a competent governmental authority ("Applicable Law"). If a receiving Party is required to disclose Confidential Information pursuant to the preceding sentence, the receiving Party shall, to extent permitted, promptly notify the disclosing Party and cooperate with the disclosing Party, at the disclosing Party's expense, in connection with the disclosing Party's efforts to resist such disclosure or to obtain a protective order. If such protective order is not obtained, or the disclosing Party grants a waiver, receiving Party shall only disclose such Confidential Information that it is legally required to disclose. In the event of a breach or threatened breach by a receiving Party of the provisions of this Section, the disclosing Party shall be entitled to seek an injunction restraining the breaching Party from the conduct causing such a breach or threatened breach. Nothing herein shall be construed as prohibiting a Party from pursuing any other remedies available to that Party for such breach or threatened breach, including the recovery of damages from the breaching Party. Upon termination or expiration of this Agreement, the Parties shall destroy or return all Confidential Information of the other Party and shall not use any Confidential Information of the other Party in its business. Each Party shall be entitled to retain one copy of any Confidential Information for legal archival purposes. This Section shall survive termination or expiration of this Agreement.

3.2 **Definition of Confidential Information.** "Confidential Information" means any and all information, know-how and data, technical or nontechnical, whether written, graphic or oral, furnished or made available by a Party or on its behalf, to a receiving Party and shall include, without limitation: the terms of this Agreement, financial information; pricing information; trade secrets; proprietary software and intellectual property; benefit design concepts; research and technical information; business and operational policies, processes, procedures and strategies; business plans; and systems design and operating specifications. Confidential Information shall not include the following: (a) information that is lawfully now in the public domain or subsequently enters the public domain through no fault of the receiving Party; (b) information that is presently known or becomes known to the receiving Party from its own independent sources as evidenced by its written records; (c) information that is lawfully received from any third party not under any obligation to keep such information confidential; or (d) information independently developed by or for a Party hereto without use of the Confidential Information of the disclosing Party.

4. Term and Termination.

4.1 **Term.** This Agreement commences on the Effective Date, and subject to early termination as provided herein, shall continue for a fixed initial term of eleven (11) months (the

“Initial Term”). The Initial Term may be extended by mutual written agreement of the Parties as set forth in a SOW, the Initial Term and any extensions thereof shall be known as the “Term”.

4.2 **Termination for Material Breach.** Unilever and Blue Zones may terminate this Agreement and all SOWs outstanding hereunder upon written notice in the event that Community has breached any of the material terms and conditions of this Agreement. Community shall have thirty (30) days to cure other breaches to the extent curable. Community acknowledges and agrees that breach of any representation and warranty listed below would constitute material breach of this Agreement and in the event of a breach of Section 6.6(v), Unilever and/or Blue Zones shall have the right to immediately terminate this Agreement without any cure period.

4.3 **Effect of Termination.** Upon the termination or expiration of this Agreement for any reason, Community shall immediately cease using such Grant Funds and shall return any unused Grant Funds as of the effective date of termination to Unilever. It is understood by the Parties that certain terms and obligations under this Agreement and a SOW shall survive the termination of this Agreement.

4.4 **Termination for Convenience.** Unilever and Blue Zones may terminate this Agreement, upon mutual agreement (approval of which shall not be unreasonably withheld or delayed) and all SOWs outstanding hereunder, for any reason or no reason at all, upon thirty (30) days written notice to Community.

5. Delegation and Assignment.

5.1 **Delegation.** Blue Zones may subcontract or delegate to third parties certain duties or obligations under this Agreement and shall remain fully responsible to Community for all such duties or obligations performed by such third parties.

5.2 **Assignment.** No Party may assign this Agreement to a third party without the express written approval of the Parties which approval shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment in violation of the foregoing shall be void; provided, however, that a Party may assign any and all of its rights hereunder to a successor, an affiliate or wholly-owned subsidiary with thirty (30) days written notice to the other Parties.

6. Warranties; Indemnification; Disclaimers; Waivers; Limitation of Liability.

6.1 Blue Zones warrants that the Services will be of workmanlike quality and that use of the Services or of any materials delivered to Community as part of the Services will comply with the provisions of this Agreement. All Parties warrant that they are and will be compliant with state and federal laws and regulations.

6.2 Community shall indemnify, defend and hold harmless Blue Zones and Unilever and their parents, affiliates, and subsidiaries and each of their directors, officers, employees and subcontractors from and against any and all claims, losses, damages, costs, expenses or other liabilities (including reasonable attorneys’ fees and expenses) or damages (“Losses”) resulting from or arising out of: (a) a breach or alleged breach by Community of this Agreement or any SOW; (b) the negligence, reckless or willful misconduct of Community, its community partners or their employees and agents in connection with this Agreement; (c) a violation of applicable law; and (d) actual or alleged injury to any person (including death) or property to the extent caused in whole or in part by Community or

third parties retained by Community in connection with this Agreement. Notwithstanding anything to the contrary contained herein, Unilever and/or Blue Zones shall have the right to participate in the defense of any claim and to employ counsel, at its/their own expense, separate from Community's counsel and Community shall not agree to any settlement, compromise or judgment that is not preapproved in writing by Unilever and Blue Zones.

- 6.3 BLUE ZONES' AND UNILEVER'S SOLE OBLIGATION AND COMMUNITIES SOLE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 SHALL BE RE-PERFORMANCE OF THE AFFECTED SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, BLUE ZONES PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. BLUE ZONES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. BLUE ZONES AND UNILEVER MAKE NO WARRANTY OF ANY KIND AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICES.
- 6.4 Except for breaches of Sections 3 and 6.2, no Party shall be liable to the other for special, consequential, incidental, indirect, punitive or exemplary damages, however caused, whether for breach of warranty, contract, tort, strict liability, loss of data, loss of use, or otherwise, even if a Party has been advised of such possibility.
- 6.5 With the exception for breaches of Sections 3, Blue Zones' and Unilever's total aggregate liability for any claims, losses, damages or costs, including attorneys' fees and other litigation costs and expenses of any nature whatsoever, arising out of or in connection with this Agreement, the Services or the SOWs shall not exceed \$100,000 USD.
- 6.6 Community represents and warrants: (i) that it shall not depict Unilever or Blue Zones, nor allow Unilever or Blue Zones to be depicted in a manner that is inconsistent with instructions provided by Unilever or Blue Zones or in a manner that could reasonably be perceived as negative, derogatory or detrimental to their respective brands name, reputation or trademarks of Unilever or Blue Zones; (ii) any materials it creates in connection with this Agreement are original to Community and use will not infringe, misappropriate or violate the rights of any third party including any intellectual property, statutory, legal, publicity or privacy rights; (iii) it has secured all necessary rights, clearances and permissions to use any materials it provides; (iv) it shall comply with all obligations in connection with Attachments A, B and C hereto and incorporated herein; and (v) During the Term, it will not engage in any conduct that (a) would disparage, denigrate, portray in an unfavorable light or bring Community, Blue Zone's, Unilever or any Unilever products into public disrepute, contempt or scandal, or (b) would injure the success of Blue Zones, Unilever or any of Unilever's brands or products.
- 6.7 The Community represents and warrants that it is self-insured.
- 6.8 Community acknowledges and agrees that it releases Unilever and Blue Zones and their parents, affiliates and subsidiary companies and each of their directors, officers, employees, representatives and agents from and against any Losses brought by Community arising out of or in connection with this Agreement or the Project.

7. General Provisions.

- 7.1 **Amendment.** Any amendment to this Agreement or a SOW must be made in a writing signed by all Parties.
- 7.2 **Independent Relationship.** Notwithstanding any other provision hereof, each Party is at all times acting and performing as an independent contractor with respect to the other Parties; no Party may exercise any control or direction over the other Parties' performance hereunder or obligate and bind any other Party. Nothing hereunder shall be construed to make or render a Party an agent, servant, representative or employee of, or joint venturer with the other Parties.
- 7.3 Intentionally Omitted.
- 7.4 Intentionally Omitted.
- 7.5 **Waiver of Jury.** THE PARTIES HERETO AGREE THAT THEY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
- 7.6 **Publicity.** Community, Unilever and Blue Zones shall cooperate to issue a joint press release regarding the existence of this Agreement and that Community is participating in the Project and will participate in such other promotional activities as set forth in a SOW. For clarity, no Party shall issue any press release or other publicity statement without the prior written approval of Unilever and Blue Zones.
- 7.7 **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties, their successors, and permitted assigns.
- 7.8 **Enforceability.** If any provision of this Agreement is rendered invalid or unenforceable by a competent governmental authority, the remaining provisions shall remain in full force and effect. If the invalidated or unenforceable provision is material to the essence of this Agreement, the Parties shall exercise good faith efforts to timely agree to a provision(s) to replace that invalid or unenforceable provision(s) to give effect as closely as possible to the original intent of the Parties hereto.
- 7.9 **Entire Agreement.** This Agreement includes all Exhibits, SOW's, Attachments and any other documents that the Parties execute in writing and expressly agree to be a part of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and any prior agreements are of no force or effect.
- 7.10 **Headings.** The headings of Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7.11 **No Third-Party Beneficiaries.** No persons or entities other than Community, Unilever, Blue Zones or Dan Buettner are intended to be, or are in fact, beneficiaries of this Agreement.
- 7.12 **Authority.** Each Party represents and warrants to the other Parties that it has the requisite power and authority to execute this Agreement. Community has or will obtain all rights and permissions necessary to perform this Agreement and all SOW's.

- 7.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together comprise one and the same instrument.
- 7.14 **Waiver of Breach.** A Party's waiver of a breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any subsequent breach of the same or any other provision hereof.
- 7.15 **Force Majeure.** A Party shall be excused from the performance of its obligations hereunder and such Party's nonperformance shall not be a default or grounds for termination of this Agreement to the extent that such Party is prevented from performing its obligations as a result any other cause beyond the affected Party's reasonable control.
- 7.16 **Notices.** Any notice given hereunder shall be in writing and sent (by certified or registered mail, return receipt requested, or by other overnight mail delivery for which evidence of delivery is obtained by the sender) to the address(es) set forth on the Signature Page. The notice shall be deemed to be effective on the date on which the return receipt indicates the same was delivered. If notice is to Unilever, courtesy copies shall be sent to Conopco, Inc. dba Unilever, c/o General Counsel, 700 Sylvan Avenue, Englewood Cliffs, NJ 07632 and an electronic copy to legalnotices.us@unilever.com.
- 7.17 **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

The Parties have executed the Signature Page of this Agreement as of the Effective Date stated thereon.

Exhibit A

Program Description

What is Phase 1?

Phase 1 of this work will occur over the first 90 days of community effort and will include work plan development to incorporate time-based goal setting, including the details of community engagement, partner involvement, required resources, and specific outcome goals all as more fully described in SOW#1 below. During Phase 1, two representatives from Community will be provided coach airfare, hotel and a \$30 per day per diem to travel to Minneapolis for a 2-day workshop on advancing active community environments. During follow-up on-site consultation, Community will decide on the location, materials and other specifics for advancing design efforts, as well as indicate relevant agencies and Community policies necessary to ensuring and sustaining progress. Funding for Phase 1 is \$10,000 and is to be spent on travel, planning efforts including but not limited to blueprint development, community meetings, charrettes – and community engagement events all as agreed upon between the parties.

What is Phase 2?

Phase 2 is 8 months in duration and will include implementation of the Community's Project and policies and will be funded only after Phase 1 planning and resources are demonstrated. Community efforts will include both demonstration projects and long-term policy or systems improvements all as more fully described in SOW#1 below. Phase 2 will also include the development of a "Monitoring and Evaluation Plan". Funding for Phase 2 is \$90,000.

STATEMENT OF WORK NO. 1

This Statement of Work No. 1 (hereafter "SOW#1") is made and entered into as of August 23rd, 2019 (the "Effective Date") by and among Blue Zones, LLC, a Delaware limited liability company ("Blue Zones"), Conopco, Inc., a New York corporation ("Unilever") and the City of Fort Lauderdale, a municipal corporation of the State of Florida (the "Community"). This SOW#1 is entered into pursuant to the Grant and Master Services Agreement between Community and Blue Zones, LLC dated August 23rd, 2019 (the "MSA"). This SOW#1 is subject to the terms of the MSA, which are incorporated herein by reference.

A. SCOPE AND TERM. This SOW#1 relates to Blue Zones working with the Community to complete scope outlined in Application Guidance and fulfill obligations below. This SOW#1 commences as of the Effective Date and shall continue for the Initial Term unless earlier terminated as provided in the MSA.

B. BLUE ZONES OBLIGATIONS. During the Initial Term, in addition to any other obligations specified in the MSA or in this SOW#1, Blue Zones will provide or perform the following (collectively, the "Services"):

1. Phase 1. Blue Zones team to provide training in Minneapolis, MN for a two-day workshop, be onsite for community engagement day, and provide ongoing technical assistance, as needed, throughout the planning phase (Phase 1).

2. Phase 2. No funds or Services shall be provided under Phase 2 unless Community has fully performed Phase 1 and is in compliance with the terms of the MSA. Blue Zones to provide ongoing technical assistance as it pertains to on-the-ground project needs, supporting policies, and evaluation support.

C. COMMUNITY OBLIGATIONS. During the Initial Term, in addition to any other obligations specified in the MSA or in this SOW#1, the Community shall perform or provide the following:

1. Leadership Commitment. Community will secure long-term commitments from key leaders and stakeholders needed to support the work and Services related to the Project and any follow-on SOWs and projects. These stakeholders will form a cross functional team working on behalf of Community to review and approve recommendations made by Blue Zones. Community will continue to maintain and expand the involvement of local community partners.
2. Project Lead and Local Staffing. The City of Fort Lauderdale's City Manager, will be Community's fully dedicated project leader with full authority to act on behalf of and bind the Community. Community will actively recruit volunteers as needed.
3. Communication. Community will ensure commitment and engagement to help execute a local project awareness media campaign. Community will participate in all outreach and media opportunities as needed.
4. Sponsor Prospects and Future Projects. Community to identify and cultivate potential sponsors and support for future Blue Zones projects.
5. Requested Personnel and Information. Community shall make available required personnel and subject matter experts in the Community's organization. Community shall also provide necessary and available information and data that will allow Blue Zones to monitor the impact of Services.

6. Press Events. Community and its team members are required to participate in any and all media and press opportunities as determined by Unilever and Blue Zones, including but not limited to providing short stories of local impact, participating in interviews and providing quotes and content for public relations and marketing purposes, and promoting its collaboration with Unilever and Blue Zones. Community will responsible for obtaining consents related to the use of its name and the name and likeness, image, photograph, voice, background information and testimonials of any team members related to any of the foregoing.
7. Measurement and Evaluation. The Community will provide an evaluation plan for the project, including both process and outcome evaluation descriptions, addressing the components outlined in their proposal in more depth. At the end of the project, the community and Blue Zones will create an impact case study report, including key evaluation elements. Additionally, the community will liaise with Blue Zones a year post-project to update the impact report.
8. Signage and Recognition of Unilever and Blue Zones. In accordance with the City of Fort Lauderdale's Code of Ordinances and Unified Land Development Regulations, Community will integrate a leave-behind signage campaign that shows that the Project was supported by Degree Deodorant and Blue Zones.
9. Brand Guidelines. In accordance with the City of Fort Lauderdale's Code of Ordinances and Unified Land Development Regulations, adhere to the Blue Zones Brand Guidelines, as set forth in Attachment A to this SOW#1 (as amended from time to time, the "Guidelines").
10. MSA and Notice of Certain Actions. Community will adhere to the terms of the MSA, including but not limited to Section 1.3 therein. Community will provide written notice to the other Parties in the event that (a) a Stakeholder has ceased working on the Project, either permanently or for longer than one (1) month, (b) the Team Lead is no longer working with the Community, or (c) any other action or event that Community reasonably believes may materially affect Community's completion of the Project or its ability to perform its obligations under the MSA and SOW#1.

D. JOINT OBLIGATIONS. All Parties shall commit its reasonable efforts to collaborate in the performance of the foregoing events and activities to make them successful

F. PAYMENT OF GRANT FUNDS TO COMMUNITY. Assuming due performance by Community, Unilever shall pay Community the Grants Funds as set forth in the MSA. Except as expressly provided herein, each Party shall bear its own expenses in connection with the performance of its obligations hereunder, including travel, meals or expenses related to and participation in any training, conference, event or meeting.

[Signatures to SOW#1 on following page]

The Parties to this SOW#1 have caused this SOW#1 to be executed and delivered by their authorized representative as of the Effective Date.

[COMMUNITY NAME]

By: _____
Name:
Title:
Date:

BLUE ZONES, LLC

By: _____
Name:
Title:
Date:

CONOPCO, INC. DBA UNILEVER

By: _____
Name:
Title:
Date:

Attachment A

DEGREE x BLUE ZONES BRAND GUIDELINES

**DEGREE AND BLUE
ZONES STYLE GUIDE**

BRAND GUIDELINES

**LOGO &
TAGLINE**



BRAND GUIDELINES

DEGREE LOGO IN COMMUNICATIONS

Our logo has had a few makeovers, but now it's here to stay. We shouldn't skew, distort or in any other way mess with it. Its form is recognised the world over, and by respecting it we maintain this.

We should always position it horizontally and in flat color when printed. And always in a size that is legible based on the media.

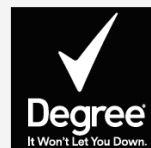
"It Won't Let You Down" is our brand signature and our ultimate promise of efficacy. It proves that we have absolute conviction in our product's performance.

The Degree logo is reflected in communications differently than it is on the product itself. Placing the Tick on top heroes that asset while creating a clean visual balance.

The Degree logo's color is navy or white for feminine assets and white, black or silver for male assets.

Navy and black Degree Logos should be used on a light background, and white and silver Ticks should be used on a dark background.

The Degree logo with the tagline should be used when it is the only brand featured and is used on its own.



3

BRAND GUIDELINES

BLUE ZONES LOGO IN COMMUNICATIONS

The BLUE ZONES logo is the visual identity that anchors our program's image to the brand. The BLUE ZONES logo can appear in one of the following ways across all communications.

Whenever the logo is used, an adequate amount of clearspace must surround it to ensure its visibility and impact. No graphic elements of any kind should intrude into the clearspace. The clearspace is defined by the X measurement. X equals twice the height of the "B" in the BLUE ZONES type. In the logomark without type, X equals the width of one leaf component.

When using the BLUE ZONES logo, it is important to maintain the integrity of the logo and the brand. Do not ever attempt to alter the mark; this includes stretching and squeezing, violating the clearspace, changing colors, adding effects such as glows or bevels, rearranging the elements in the logo, changing the typeface, etc.



4

BLUE ZONES AND DEGREE LOGO LOCKUP

The Degree and BLUE ZONES lockup should be the logo featured on all comms associated with the partnership.



BLUE ZONES®



5

TYPHOGRAPHY



6

TYPOGRAPHY

Use these fonts exclusively for all comms. Ultrabold should be used for headlines, Bold for subheads, and Medium for body copy. Light can be used on occasion if a thinner font is desired.

Copy should be left-aligned when possible.

GT EESTI PRO DISPLAY

ULTRABOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

MEDIUM

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

LIGHT

ABCDEFGHIJKLMNOPQRSTUVWXYZ

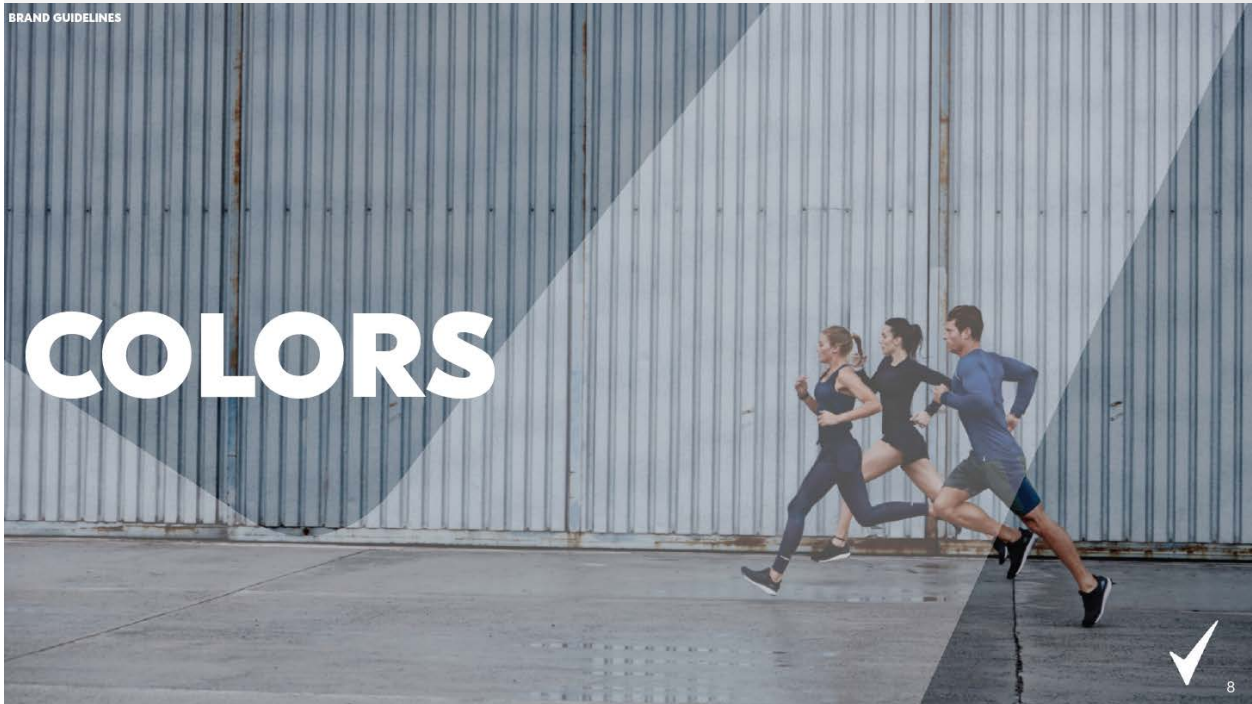
abcdefghijklmnopqrstuvwxyz

1234567890

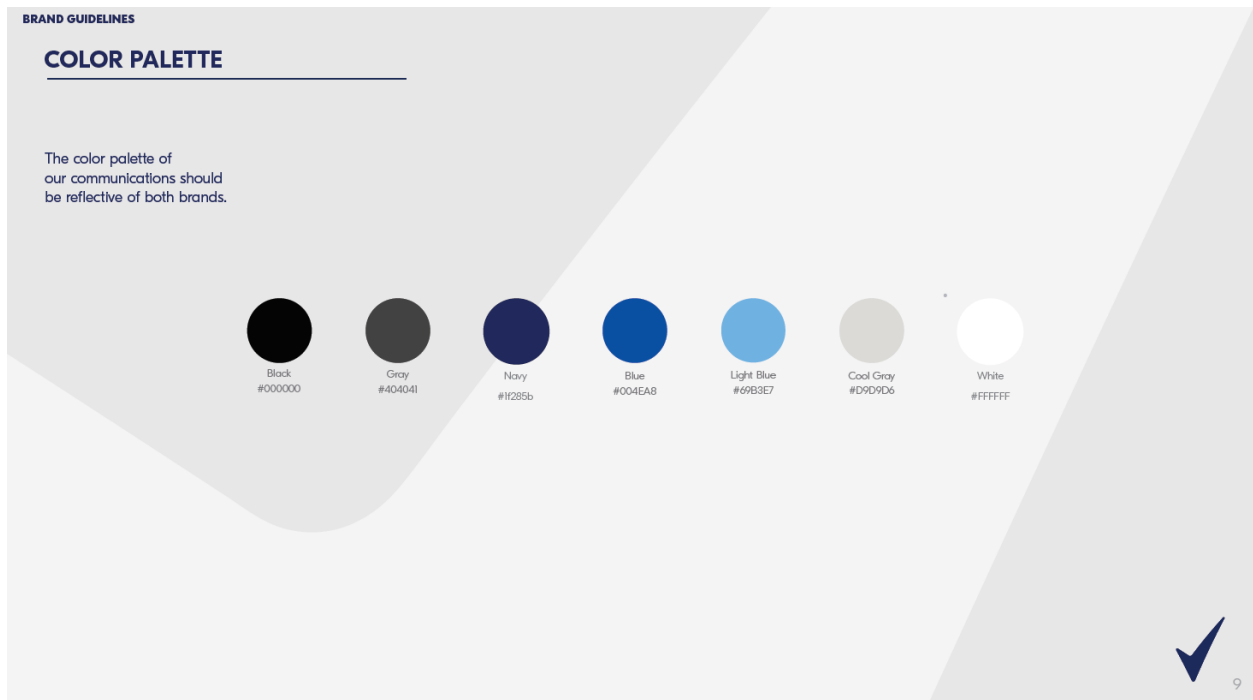


7

COLORS



8



DEGREE x BLUE ZONES KEY MESSAGES

- Degree Deodorant products are inspired by the fact that we're made to move. A longtime proponent of moving more, Degree's antiperspirants are activated directly by movement, keeping users fresher, longer.
- To help encourage greater physical activity, Degree will formalize its mission by committing to help create movement opportunities, tools and resources for 10MM people by 2024 through a variety of partnerships and programs.
 - Supporting stat: More than 60% of people today describe their behavior as "sedentary" or only "lightly active" and 73% acknowledge they need to be moving more¹.
- To start, Degree is joining forces with Blue Zones, global experts in community health and well-being transformation, to launch a Made to Move grant program that will provide half a million dollars in funding for city projects that promote physical movement.
- Everyone looking to move more can visit degreedeodorant.com for Blue Zones-approved tips, tricks and inspiration.

DEGREE SOCIAL MEDIA REQUIREMENTS

- Campaign hashtag: #MoveMoreLiveMore
- You must include #DegreePartner in all social posts that go live tagging us as per FTC disclosure requirements
- Social handles: @Degree (Instagram, Facebook and Twitter)
- In accordance with the City of Fort Lauderdale's Code of Ordinances and Unified Land Development Regulations, Community represents and warrants that it shall comply with all requirements set forth in the Unilever US Influencer & Endorser Addendum attached hereto as Attachment C and incorporated herein by this reference.

Attachment B

UNILEVER US INFLUENCER & ENDORSER ADDENDUM

- Unilever United States, Inc. (“**Unilever**”) is committed to transparency and honesty in all advertising messages and promotional communications. For that reason, Unilever has adopted these Influencer and Endorser Guidelines. These Guidelines apply to all endorsers, talent, influencers, ambassadors and representatives who post or share content, discuss or otherwise promote Unilever, regardless of the channel or medium – not only social and digital media in any form, but also traditional media like television and print. Unilever takes these principles very seriously – failure to appropriately disclose your relationship may jeopardize your participation in Unilever campaigns.

Be Honest & Accurate

- All statements should be accurate and supported, as well as reflect your honest beliefs and experiences.
- Never promote unsafe activities or make false, misleading or unsubstantiated claims about Unilever’s products or any competing product.

Be Transparent

- You must disclose your connection to Unilever, and, ensure that the disclosure you choose accurately describes the nature of the relationship.
- For example, if you receive free product and payment in exchange for posting or sharing content, your disclosure should mention that; it wouldn’t generally be enough just to say that you received free product.

Use Clear & Prominent Disclosures

- Disclosures should be clearly visible and easy to read, notice, and understand - across all platforms and all screen sizes – and throughout the consumer’s journey with the content.
- For example, if you share a link to your latest sponsored blog post on twitter, the tweet copy must also include a disclosure of your connection to Unilever prior to the link. See: Sample Disclosures & Platform Specific Disclosure Placement Guidance.

DO

- Place disclosures up front (before users can click on, watch or read the sponsored content) in the main communication. See: [Platform Specific Disclosure Placement Guidance](#).
- Craft your disclosure for the intended audience.
- Use a larger font or repeat disclosures on lengthy posts or if the content includes repeated claims.

DON’T

- Require additional action, such as scrolling, to see the disclosure.
- Place the disclosure on a busy screen or moving background where it may be difficult to see.
- Rely on the placement of a disclosure in a hyperlink, page description or profile to provide your notice.

The following guidance provides a sampling of good disclosures, it is not an exhaustive list.

Disclosure Options

Plain Language

- Plain-language disclosures may be used up front, in the main message of the content. For long-form content where the brand mention appears later, the disclosure should be repeated at the time the Unilever brand, product or campaign is mentioned or featured.

• Examples:

- “I’ve partnered with [brand] to ...”
- “I am really excited about the opportunity to be a [brand] ambassador”
- “So excited to work with [brand] on ...”
- “Proud to join the [brand] team to ...”
- “Brought to you by/ sponsored by [brand]”

Short Form

- Short-form or hashtag disclosures can be used where space is limited. Disclosure hashtags should generally appear at the beginning of a string of hashtags. **AVOID** hashtags that consumers may not always understand – like #spon, #sp or #promo.

• Examples:

- #[brand]Partner
- #BrandRep
- #sponsored
- #paid
- #ad
- #[brand]Ambassador

Platform-Specific Disclosure Placement Guidance

Platform	Placement
Facebook & Twitter	<ul style="list-style-type: none"> - Disclosure should appear in the copy, prior to any links
Instagram	<ul style="list-style-type: none"> - Disclosure should appear in the <u>first 3 lines</u> of copy, prior to any links, so that it is visible without clicking “more”
SnapChat/ Instagram Story	<ul style="list-style-type: none"> - Disclosure must appear on screen - Exceptions: <ul style="list-style-type: none"> - Disclosure may be given verbally if the endorsement is also only provided verbally (no images, visual references to the product/ brand/ campaign/ Unilever on screen). - No disclosure necessary for Influencer takeovers of a Brand’s SnapChat/Instagram account
Pinterest	<ul style="list-style-type: none"> - Disclosure must appear in the main communication, prior to clicking.
Blogs	<ul style="list-style-type: none"> - Disclosure must be provided at the beginning of the post, prior to any mention of Unilever, brand, product or campaign. - If you use other platforms, such as Twitter or Instagram, to notify your followers of a new blog the disclosure must also appear in those posts.
YouTube & Other Videos	<ul style="list-style-type: none"> - Disclosure should appear: <ul style="list-style-type: none"> - In the video description, AND - On screen or verbally as part of the script at the beginning of the video - Prior to any mention of the brand/ product/ campaign/ Unilever - If the video is long and the brand/ product/ campaign reference does not happen until later in the video the notice of the connection should be repeated, either on screen or verbally in the script.
Periscope & Live Stream	<ul style="list-style-type: none"> - Disclosure must appear several times on-screen to ensure that viewers see the disclosure no matter when they begin streaming.

Helpful Resources: The FTC has issued the following guides regarding social media activities on behalf of brands by influencers and endorsers. Please review and familiarize yourself with (and follow!) these guides.

- The FTC’s Endorsement Guides: https://www.ftc.gov/system/files/documents/plain-language/pdf-0205-endorsement-guides-faqs_0.pdf
- Guides Concerning the Use of Endorsements & Testimonials in Advertising: <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>