

## Collaboration Agreement

This Collaboration Agreement (“Agreement”) is entered into by and between the American Academy of Neurology (“AAN”), a Minnesota nonprofit Section 501(c)(6) organization located at 201 Chicago Avenue, Minneapolis, MN 55415, its subsidiary, the American Academy of Neurology Institute (“AANI”), a Minnesota nonprofit Section 501(c)(3) public charity (AAN and AANI are collectively referred to as “Academy”), and the American Brain Foundation (“ABF”), a Minnesota nonprofit Section 501(c)(3) public charity located at 201 Chicago Avenue, Minneapolis, MN 55415. AAN, AANI, and ABF are collectively referred to as “Parties” and individually as “Party.”

WHEREAS, the Academy and ABF have separate and independent purposes, but each is committed to the success of the other. This Agreement assists the Academy and the ABF in achieving their independent missions and collective goals of supporting neurologic research. Therefore, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Academy Resources.** In exchange for the research and other ABF support described in this Agreement and only for the Term, the Academy will provide the following to the ABF:
  - a. **Complimentary Advertisements.** AAN will grant ABF complimentary advertisement space as stated below, unless AAN’s publisher requests otherwise, or there are revenue issues with respect to publication as determined by AAN, or the print version is no longer offered by the AAN:
    - i. *Brain & Life*® (full-page ad per issue, 6x per year)
    - ii. AANnews® (up to one page ad (or article within the ad) per issue, 12x per year)
    - iii. AANe-news® (text link to ABF website, 24x per year)
    - iv. AAN.com (provide link to ABF website)
    - v. BrainandLife.org (featured charity listed on disease-specific education pages with direct link to ABF website)
    - vi. Mention in each AAN Leadership Update, if ABF has content, and with placement at AAN’s discretion.

ABF agrees to meet all deadlines for advertising production schedules. ABF will provide AAN with at least sixty days’ notice if ABF intends not to utilize the above complimentary advertising space.

- b. **AAN Member Emails.** AAN will grant ABF complimentary emails to AAN members as stated below. AAN will send the emails to members on behalf of the ABF using a co-branded email template to be reviewed and approved by both organizations. ABF will request email distribution dates along with finalized copy for AAN’s review and written approval at least 30 days in advance of each email. ABF will work within the AAN’s email calendar. Email copy must adhere to AAN’s styles and standards guides.
  - i. AAN U.S. member emails (4x per year, sent by AAN with AAN listed as sender)

Email performance analytics must be shared with the ABF upon request. Analytics will exclude any individually identifiable information but must include open and click-through rates.

- c. **AAN Member Mailings.** AAN will grant ABF a complimentary license to use the AAN US member mailing list for a one-time permission to identify (at ABF’s own cost) the top

3% AAN members most likely to give to the ABF and use that refined list for up to 4 mailings each year of the Term, to be sent by the ABF. Unused member data must be immediately destroyed by ABF.

- d. **AAN *Brain & Life* Emails.** AAN will grant ABF a complimentary license to use the AAN *Brain & Life* subscriber email list (“Subscribers”) for a one-time permission to identify (at ABF’s own cost) the top 35% of Subscribers most likely to give to the ABF and only use that refined list (35%) for 15 emails each year of the Term, to be sent by the ABF. Only 6 of the 15 emails may include direct solicitations for donations. Unused Subscriber data provided to the ABF after September 6, 2023, must be immediately destroyed. To identify the 35%, AAN will work with ABF on an appropriate and secure process in which the full Subscriber list may be screened annually.

The AAN grants the ABF a non-exclusive, limited, and revocable (subject to ABF’s compliance with the terms of this Agreement) license during the Term of this Agreement to archive previous *Brain & Life* Subscriber emails provided by the AAN to the ABF prior to the year 2023. Any Subscribers who have shared communication preferences with the ABF need not be archived and can be kept in the active database, for the sole purpose of maintaining these Subscribers’ communication preferences. ABF may not use these Subscribers’ emails for any reason outside this sole purpose. Any Subscribers who were included in the 5% screened for contacting in 2022-2023 need not be archived and may also be kept in the active database, for the sole purpose of data analysis to improve future campaigns and increase ROI; however, ABF may not directly contact these Subscribers unless they are re-screened into the refined list of 35% of Subscribers or independently join ABF’s own contact lists (e.g., via donation or newsletter signup).

ABF will track Subscribers who opt-out of ABF email communications or ABF’s processing of their data and must cease email communications to such Subscribers, or delete such Subscriber information from all ABF systems, including from authorized vendors, in accordance with applicable law and AAN’s Privacy Policy. ABF and its authorized vendors will maintain the confidentiality and security of the Subscribers data as described in Section 7. ABF will forward to AAN within ten (10) days following receipt, any complaints by Subscribers regarding ABF’s communications. AAN retains all ownership rights, including all copyright, trade secret and other proprietary rights, in and to the Subscribers data. No title or ownership of the Subscribers data is transferred to ABF.

Performance analytics must be shared with the AAN within three weeks of each email send and analytics for total conversions for this group must be provided to the AAN at the end of the third quarter of each year of the Term. AAN reserves the right, at its own discretion, to revisit this access and use of the *Brain & Life* Subscribers list annually (either to retract or expand) depending on the conversion rate.

AAN must review and approve, prior to distribution, the email communications going out to *Brain & Life* Subscribers.

- e. **AAN *Brain & Life* Mailings.** Unless the print version is no longer offered by the AAN, AAN will grant ABF a complimentary license to use the AAN *Brain & Life* subscriber mailing list for a one-time permission to identify (at ABF’s own cost) the top 5% of subscribers most likely to give to the ABF and only use that refined list (5%) for 7 mailings each year of the Term, to be sent by the ABF. Unused subscriber data must be

immediately destroyed by ABF. To identify the 5%, AAN will work with ABF on an appropriate and secure process in which the full subscriber list may be screened annually.

Performance analytics showing total conversions from this group must be shared with the AAN at the end of the third quarter of each year of the Term. AAN reserves the right, at its own discretion, to revisit this access and use of the *Brain & Life* subscriber list annually (either to retract or expand) depending on the conversion rate.

AAN must review and approve prior to distribution, the hard-copy mail communications going out to *Brain & Life* subscribers.

- f. **Dues-checkoff.** AAN will grant ABF complimentary advertising in its membership renewal application in the form of a dues-checkoff box to donate to the ABF. This applies to the digital renewal application and all dues print mailings (8x per year) to AAN dues-paying members. ABF will provide AAN with at least 60 days' notice if ABF intends to change the suggested donation amount in its dues' checkoff box.
- g. **Staff Giving Campaign.** AAN will support an AAN staff giving campaign for ABF, with campaign plans discussed and approved by AAN at least 30 days in advance of the staff giving campaign.
- h. **AAN Annual Meeting.**
  - i. AANI will grant ABF complimentary booth space at its AAN Annual Meeting, with location determined by the AANI.
  - ii. AANI will include the ABF's Commitment to Cures event as a part of its AAN Annual Meeting programming, including promotion of the ABF's Commitment to Cures event in its program guide, mobile app, and as a half-page ad in the relevant issues of AAN Daily (the AANI's daily printed newspaper for Annual Meeting attendees) as long as this publication is offered. AANI will also promote the ABF or its Commitment to Cures event in one social media post each relevant day of the Annual Meeting. ABF will submit its content for the above stated channels by the deadline established each year by the AAN.
  - iii. ABF is invited to participate in, and will be recognized at, the Annual Research Program Breakfast, as follows: ABF Research Advisory Council Chair may co-host this event with the AAN Research Program Subcommittee Chair; current ABF funding partners are invited to attend (up to two representatives); prospective ABF funding partners are invited as space allows; ABF Chair has time to speak about ABF's efforts to support research; and AANI will acknowledge ABF on event-related printed materials and PowerPoint slides.
  - iv. ABF is invited to participate in, and will be recognized at, the Annual Research Program Alumni Reception, as follows: ABF Chair, Research Advisory Council Chair, Executive Director, and one additional staff member are invited to attend the reception; and AANI will acknowledge ABF on slides during the event.
  - v. AAN will connect ABF with its Annual Meeting housing vendor (currently CMR, but subject to change) for ABF to book housing directly with that vendor. AAN will also provide shipping of ABF collateral to the AAN Annual Meeting,

if ABF meets all of AAN's shipping deadlines and ABF items to be shipped are staged at the AAN offices.

The Academy reserves the right to refuse promotion of the ABF or ABF's Commitment to Cures event and all other promotions outlined in this Agreement if the behavior of ABF's celebrity award winners or spokespeople, or positions ABF takes, do not align with the values and positions of the Academy, as determined at the Academy's reasonable and sole discretion.

## 2. **Research Support.**

- a. In consideration for the value provided by the Academy under Section 1 ("Academy Resources"), during each year of the Term of this Agreement, ABF will provide, or reserve for future years, at least \$2,250,000 or ninety (90) percent of ABF's total annual restricted funds designated for that year, whichever is greater, to AANI's research program and scientific awards. After consulting with AANI, if AANI turns down participation in a certain disease/project funding, that amount of funding will be removed from the 90% calculation. (ABF will notify AANI in writing of such opportunities and AANI will have 90 days to notify ABF if it does not plan to participate.) In addition, donor-advised funds that do not designate the AANI will be excluded from 90%. To allow appropriate planning for awarding research grants, ABF will submit the above payment to AANI by the end of Q1 in the designated year, or as otherwise mutually agreed to by the Parties.
- b. ABF conducts appropriate philanthropy services, at no charge to AAN/AANI, to support the fundraising needed for the research support provided in Section 2.a) above.
- c. Individual grants will be documented in grant agreements between the AANI and the ABF, including AANI's responsibilities related to each grant and ABF's obligation to pay AANI \$5,000 for each research award or grant administered by the AANI.
- d. ABF will not have access to AANI's research database (currently Smart Simple) however, AANI will provide the interim report and final report for each partner funded award within 45 days of the report due date.
- e. In addition, during the Term:
  - i. ABF is committed to financial support of, and fund development efforts related to, AANI's CRTS and CSDA programs and to other research projects agreed to by the AANI and the ABF as a result of consultation between AANI's Science Committee and the ABF's Research Advisory Committee.
  - ii. AANI, through the Science Committee, is committed to assisting the ABF's Research Advisory Committee in providing expert vetting of research projects proposed for ABF's research platform.
  - iii. The Science Committee and Research Advisory Committee will communicate no less than semi-annually about the research priorities of the AANI and the ABF's ability to financially support those priorities.

- iv. The Academy is committed to prioritizing ABF as the Academy's favored destination for patients or public individuals interested in funding brain research and for AAN members interested in seeking funding for research projects, if consistent with ABF's research focus and priorities. From time-to-time the Academy and ABF may promote initiatives of other voluntary health organizations.

3. **Other ABF Support.** For the term of this Agreement, ABF will:

- a. Subject to Section 4 ("Use of Marks & Content") of this Agreement, include: AAN's logo and link to AAN.com on ABF's homepage; include the *Brain & Life* logo, link to the *Brain & Life* website, and an invitation to subscribe on ABF's homepage; include links to *Brain & Life* on ABF's "Brain Diseases" webpages; and feature *Brain & Life* content on ABF's social media channels.
- b. Utilize AAN-vetted speakers, provide AAN in advance with their topics, and thank AAN, at ABF's monthly public webinars.
- c. Promote Brain & Life website and podcast at ABF's monthly public webinars.
- d. Ask every new donor if they would like a free subscription to *Brain & Life*.
- e. At AAN's request, send two emails per year to ABF's entire mailing list, promoting *Brain & Life* to all ABF donors and inviting them to opt in for free subscriptions to the magazine. ABF will collaborate with AAN on the content of these emails and will follow AAN's guidance with respect to the timing of each.

4. **Use of Marks & Content.**

- a. For the sole purpose of supporting ABF's use as described in Sections 1 and 3 of this Agreement, the Academy grants to ABF a non-exclusive, worldwide, limited, and revocable license during the Term of this Agreement to use AAN and AANI's names and trademarks only after AAN and AANI's prior review and written approval of each use, both at the development phase of the communication or project and before dissemination. AAN and AANI may decline or revoke use of their names and trademarks for any reason. ABF's use of the Academy's names and trademarks must be in accordance with Academy's styles and standards guides and AAN's Usage Policies (attached and incorporated herein as Appendix A), which may be amended by the Academy with notice to ABF. ABF will immediately remove AAN or AANI names or trademarks upon AAN or AANI's request.
- b. For the sole purpose of supporting ABF's use as described in Sections 1 and 3 of this Agreement, the Academy grants to ABF a non-exclusive, worldwide, limited, and revocable license during the Term of this Agreement to use AAN and AANI's patient education, public engagement resources, and other specifically designated content, only after AAN and AANI's prior review and approval of each use, with proper attribution and via links wherever appropriate. In consideration of this license, and in collaboration with the Academy, ABF will utilize Academy patient education and public engagement resources rather than creating its own separate patient education and public engagement

resources. ABF may create content that specifically connects the Academy's patient education and public engagement resources to the need for brain research to support ABF's donor development efforts. ABF will immediately remove any AAN or AANI patient education, public engagement resources, and other specifically designated content upon AAN or AANI's reasonable request. ABF will link to the Academy's websites or webpages designated by the Academy (as long as such webpages belong to the Academy) on the ABF's website, with final placement determined by ABF.

- c. For the sole purposes described in this Agreement, ABF grants to AAN and AANI a non-exclusive, worldwide, limited, and revocable license during the Term of this Agreement to use ABF's name and trademarks, only after ABF's prior review and approval, both at the development phase of the communication or project and before dissemination. ABF may decline or revoke use of their name and trademark for any reason. AAN and AANI's use of ABF's name and trademarks must be in accordance with ABF's styles and standards guides, which may be amended by ABF with notice to AAN and AANI. AAN and AANI will immediately remove ABF names or trademarks upon ABF's request.
- d. For the sole purposes described in this Agreement, ABF grants to AAN and AANI a non-exclusive, worldwide, limited, and revocable license during the Term of this Agreement to use ABF research-focused resources, with proper attribution and via links wherever appropriate. AAN and AANI will immediately remove any ABF research-focused resources upon ABF's request. The AAN and AANI will link to the ABF's website from a certain AAN or AANI webpage or webpages in collaboration with ABF, with final placement determined by AAN and AANI.

## **5. Term and Termination**

- a. **Term and Renewal.** The initial term of this Agreement will commence January 1, 2024, and end December 31, 2024 ("Initial Term"). Thereafter, the term of this Agreement will automatically renew for successive one-year terms unless one party provides written notice to the other party at least one year in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.
- b. **Termination for Breach.** Any Party may terminate this Agreement at any time in the event of a breach by any of the other Parties of any provision of this Agreement that remains uncured 10 days after the breaching Party's receipt of written notice of the breach.

## **6. Warranty, Indemnity, and Insurance.**

- a. The Parties represent and warrant that they have the authority to enter into this Agreement.
- b. ABF will indemnify the Academy and its subsidiaries, related organizations, employees, officers, directors, and members from and against all losses, expenses, damages, claims, or liabilities (including the prevailing Party's reasonable attorneys' fees and expenses) incurred by the Academy that arise from third parties in connection with (i) the negligence or misconduct of ABF, its agents, contractors, or leased employees under this Agreement; or (ii) any breach of the covenants, representations, or warranties of ABF made under this Agreement.

- c. The Academy will indemnify ABF and its leased employees, officers, and directors, from and against all losses, expenses, damages, claims, or liabilities (including the prevailing Party's reasonable attorneys' fees and expenses) incurred by ABF that arise from third parties in connection with (i) the negligence or misconduct of the Academy, its agents, contractors, or employees (excluding employees leased to ABF) under this Agreement; or (ii) any breach of the covenants, representations, or warranties of the Academy made under this Agreement.
  - d. The AAN and AANI warrant and represent that each carries insurance in sufficient dollar amounts to fully indemnify the ABF as described in this Section 6. The ABF warrants and represents that it carries insurance in sufficient dollar amounts to fully indemnify the AAN and AANI as described in this Section 6. ABF will separately maintain Commercial General Liability, Directors and Officers, and Employment Practices liability insurance policies in the amounts of \$2 million, \$1 million, and \$1 million, respectively and at minimum.
7. **Confidentiality and Data Security.** Neither the Academy nor ABF will, during the Term of this Agreement or any time thereafter, disclose or use any information designated as confidential and belonging to the other, which it acquires, is provided, or becomes privy to in connection with this Agreement, unless such disclosure or use is made (a) with the express written permission of the disclosing organization; or (b) under compulsion of law (subject to the notice provision below). The Academy and ABF acknowledge and agree that information will not be deemed confidential if it is (a) otherwise publicly available or readily ascertainable at the time of disclosure; (b) received from a third party without any obligation of confidentiality to the disclosing organization; (c) known to the receiving organization prior to its receipt from the disclosing organization; (d) independently developed by the receiving organization; or (e) generally made available to third parties by the disclosing organization without restriction on disclosure. Notwithstanding the foregoing, the Academy and ABF will have the obligation to notify the other in writing prior to responding to any legal demand for the other's proprietary or confidential information.

ABF agrees that access and use of the Subscribers data and any AAN mailing information ("Mailing data") provided under this Agreement is solely for the purposes described in this Agreement. ABF will maintain physical, technical, and administrative safeguards in accordance with applicable law and industry standards for retention of such data, to protect against unauthorized access, use, or disclosure, while it is accessible to or held by ABF. ABF will not disclose the Subscribers data or Mailing data to any third party. If ABF suspects or becomes aware of any unauthorized access to any Subscribers or Mailing data by any unauthorized person or third party or becomes aware of any other security breach relating to Subscribers or Mailing data held or stored by ABF, ABF will immediately notify AAN in writing and will fully cooperate with the AAN at the ABF's expense to prevent or stop such data breach. In the event of such data breach, ABF will fully and immediately comply with applicable laws, and will take the appropriate steps to remedy such data breach. ABF will defend, indemnify and hold AAN, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from a data breach or breach by ABF of its obligations contained in this Section, except to the extent resulting from the acts or omissions of AAN.

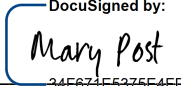
8. **Relationship of Parties.** The relationship of AAN and ABF and of AANI and ABF does not constitute a partnership, joint venture, or any other type of business organization. ABF will not

have any authority to act on behalf of or obligate AAN or AANI, and AAN and AANI will not have any authority to act on behalf of or obligate ABF.

- 9. **Waiver.** A waiver by a Party of any term, provision, or condition of this Agreement, whether by conduct or otherwise, is not a waiver of any other provision of the Agreement and will not constitute a continuing waiver. A waiver is not binding unless put in writing by the Party making the waiver.
- 10. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.
- 11. **Amendments.** This Agreement may not be amended or modified except by a writing signed by the Parties and identified as an amendment to this Agreement.
- 12. **Assignment; Binding Effect.** No Party may assign this Agreement or its obligations, duties or liabilities without the prior written consent of the other Parties. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.
- 13. **Entire Agreement & Prior Agreements.** This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed.
- 14. **Counterparts; Section Headings.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The section headings of this Agreement are for convenience of reference only and will not affect the construction or interpretation of any of the provisions hereof.
- 15. **Governing Law.** This Agreement will be governed by the laws of the State of Minnesota.

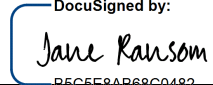
The Parties are signing this Agreement as of the below date(s).

**AMERICAN ACADEMY OF NEUROLOGY**

DocuSigned by:  
  
 By: \_\_\_\_\_  
34F671E5975E4FD...  
 Mary E. Post, MBA, CAE  
 CEO

Date: 9/10/2023

**AMERICAN BRAIN FOUNDATION**

DocuSigned by:  
  
 By: \_\_\_\_\_  
B6C6E8AB68C0482...  
 Jane Ransom  
 Executive Director

Date: 9/7/2023

**AMERICAN ACADEMY OF NEUROLOGY INSTITUTE**



DocuSigned by:  
*Jason Kopinski*  
CE8286F6DD844EC

By: \_\_\_\_\_  
Jason M. Kopinski, MS, CAE  
Chief Operating Officer | Deputy Executive Director

Date: 9/8/2023

## Appendix A

### AMERICAN ACADEMY OF NEUROLOGY & AMERICAN ACADEMY OF NEUROLOGY INSTITUTE TRADEMARK USAGE GUIDELINES

As part of your collaboration with the American Academy of Neurology, the American Academy of Neurology Institute, or both organizations (individually or collectively referred to as “Academy”), you may use the trademark(s) provided by the Academy (“Mark”), subject to the license described in your agreement with the Academy. The following trademark guidelines set forth the additional requirements of the license. You must follow these guidelines to protect the Academy’s rights in the Mark and to avoid any confusion as to the source of any product or service you market.

#### *Trademark Identification*

If the Mark includes a trademark or service-mark symbol (®, <sup>TM</sup>, or <sup>SM</sup>), you must include that notice in superscript form when the Mark is first mentioned.

If requested by the Academy, include an attribution statement when using the Mark.

#### *Trademark Usage*

You may not use the Mark as part of another product or service name or in any manner that, in the Academy’s sole judgment, is likely to confuse customers as to the origin of your products or services, or any of the Academy’s products or services, or as to the Academy’s connection or association with (or sponsorship of) your business or products. Specifically, you may not use the Mark in any way that may falsely suggest that (1) any of your products or services are the Academy’s products or services, (2) any of the Academy’s products or services are your products or services, or (3) any of your (or a third party’s) products, services, or activities have been approved or endorsed by the Academy, unless they have been approved or endorsed by the Academy.

You may not alter or modify the Mark and must use the Mark in exactly the format and according to all branding specifications provided by the Academy.

If the Mark is a word mark, when the Mark is first mentioned, you must refer to the Mark as an adjective (not as a noun or verb), using the appropriate generic modifier (i.e., noun) noted in Appendix A.

You may not register with any governmental authority or other authorized registrar any trademark/service mark, trade name, or Internet domain name that consists of or incorporates the Mark or any confusingly similar name or Mark.

You may not use the Mark in any way that, in the Academy’s sole judgment, do not align with the values and positions of the Academy, or tarnishes or diminishes the goodwill associated with the Mark, the Academy’s products or services, or the Academy itself.

If you (including any of your employees) misuse the Mark, or you are aware of a third party misusing the Mark, you must promptly notify the Academy by e-mailing the Academy’s legal department at [generalcounsel@aan.com](mailto:generalcounsel@aan.com).