

CORPORATE SPONSORSHIP POLICY

of

CANCER101, INC.

A Corporation Organized Under Section 402 of the New York Not-for-Profit Corporation Law

1. Introduction. This Corporate Sponsorship Policy (the “Policy”) was adopted by the Board of Directors of CANCER101, Inc. (“C101”). For purposes of this Policy, a “Corporate Sponsorship” means a contribution from a business (either in cash or in kind) that is provided as a donation to support C101’s programs and activities. C101 greatly values financial support from reputable corporations to further its mission of supporting and empowering patients diagnosed with cancer. Corporate Sponsorships will allow C101 to engage in mission-focused programs, events and activities that C101 might not otherwise be able to pursue. This Policy has been established to ensure that all Corporate Sponsorship arrangements entered into by C101 advance C101’s mission and strategic goals, serve the best interests of C101, retain C101’s independence, and avoid conflicts of interest.
2. Consistency with the Corporation’s Mission. C101 will not partner with businesses for Corporate Sponsorships if the business or the products sold are inconsistent with the C101 mission. Sponsors may not request that any data, information or materials which are inconsistent with C101’s mission be included in any materials prepared by C101 in connection with or pursuant to the terms of a Corporate Sponsorship.
3. Review and Approval. Any proposed Corporate Sponsorship must be reviewed and approved by the Executive Director of C101 (who is responsible for day-to-day oversight) and, in certain cases, by the Board of Directors of C101 (who is responsible for establishing the principles and guidelines governing C101’s relationships with corporate sponsors), to ensure that the arrangements are consistent with C101’s mission and goals, and that any potential conflicts of interest are disclosed and addressed in accordance with C101’s Conflicts of Interest Policy. C101 reserves the right to review and approve all marketing materials prepared by the corporate sponsor bearing C101’s name, logo, and/or other identifying information prior to publication or dissemination.
4. No Endorsement. C101 does not endorse its corporate sponsors, their policies, products, or services. The acceptance of a Corporate Sponsorship by C101 does not imply that C101 will exert any influence to advance the corporate sponsor’s interests outside the particulars of the arrangements made for the sponsored program, event or activity.
5. No Product Promotion. Sponsors are not permitted to advertise, market, or otherwise promote specific products and services in connection with their Corporate Sponsorship of C101’s

programs, events and activities, but products or services may be listed or displayed at C101's events as long as no endorsement by C101 is implied.

6. No Contingent Payments. C101 will not enter into any arrangements with corporate sponsors where the amount of payment by the sponsor is contingent upon attendance at an event or any other measures of public exposure.

7. Written Agreement. The terms, conditions, and purposes of each Corporate Sponsorship will be documented in a signed agreement between the corporate sponsor and C101. The agreement will identify whether any of the payments from the sponsor are for advertising and will include an acknowledgement that the corporate sponsor is making a contribution to support C101's mission and is not entitled to receive "free advertising" (as that term is defined in the Internal Revenue Code of 1986, as amended or as may be in the future amended (the "Code").or in other regulations of the Internal Revenue Service) or other substantial return benefits from C101. C101 may, in its sole discretion, provide acknowledgments of a sponsor's contributions but sponsors are not entitled to such acknowledgments as a condition of their contributions. Consistent with federal tax laws, C101 may acknowledge the corporate sponsor's support in program materials and activities and may include acknowledgments of the sponsor's financial and other support. Such acknowledgments may identify and describe the sponsor's products or product lines in neutral terms and may include the sponsor's name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the sponsor's products, services, or facilities; (b) price information or other indications of savings or value associated with the sponsor's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the sponsor's product or service. Any acknowledgments of Corporate Sponsorships will be created by, or subject to prior review and approval, by C101.

8. Organization. C101 will have complete control of the content and speakers in connection with any sponsored program, event or activity. Corporate sponsors will not control the planning, content, or execution of the activity or attempt to direct or influence the content of C101's programs, including, but not limited to, the content of C101's Planner.

9. Reports. Reports on C101's activities relating to Corporate Sponsorships will be regularly presented to the Board of Directors of C101 by the Executive Director, and, as appropriate, by any other persons with attributions regarding Corporate Sponsorships.

10. Exclusivity. Whenever possible and feasible, C101 will seek funding from a variety of sources. It is understood, however, that occasions may arise when support of a specific program, event or activity from a single source is appropriate. C101 will exercise special caution so that in circumstances when single support is granted, C101 avoids conflicts of interest and guards against any perception of conflict of interest. C101 will generally ask corporate sponsors to refrain from sponsoring other programs, events or activities that are substantially similar to the program, event or activity conducted by C101.

11. Indemnification. Where appropriate, C101 will ensure that corporate sponsors agree to appropriate indemnification and hold harmless provisions to protect C101 and its officers, directors, employees, and agents against any liability that might arise out of the sponsor's acts or

omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of the sponsor's products.

12. Insurance. Where appropriate, C101 may require corporate sponsors to add C101 to the sponsor's liability insurance.

13. Termination. C101 reserves the right to terminate any Corporate Sponsorship if the sponsor or its representatives or agents engage in any conduct that would lead C101 to reasonably determine that its continued participation in the arrangement with the sponsor would adversely affect C101's reputation and goodwill. In the event of any such termination, C101 will relinquish the sponsor's contribution and return all unused funds and the sponsor will not be permitted to use C101's name without the written approval of C101.