

## **Charitable Promotion Agreement**

This Charitable Promotion Agreement (“Agreement”) is made this 28 day of October 2014 (the “Effective Date”) by and between Lennox Industries Inc. (“Lennox”) and Movember, a not-for-profit organization. Lennox and Movember (collectively referred to herein as the “Parties”) hereby agree to the following:

1. Promotion. Lennox employees are forming a team (the “Lennox Team”) to participate in the Movember Men’s Health Awareness Month promotional campaign (the “Promotion”). Lennox agrees to donate up to but not exceeding fifteen thousand dollars (\$15,000):
  - a. two dollars (\$2), to the Lennox Team to benefit the Promotion for every (i) share and/or retweet of Lennox content on the Lennox Facebook, Twitter or Instagram pages and (ii) “share” on participating Lennox dealer pages and
  - b. five dollars (\$5) for every photo upload on the Lennox Instagram channel (collectively, the “Donation”).

As stated above, the maximum amount of the Donation will be fifteen thousand dollars (\$15,000). The Promotion will begin November 1, 2014 and end November 30, 2014. Lennox may communicate to its employees, customers, and the general public, including but not limited to on the internet, the Lennox website, and on Lennox’s social media platforms, that it has supported Movember and the Promotion.

2. Lennox acknowledges that when promoting the Promotion to its customers and the general public, it shall ensure that:
  - a. the recipient, i.e. the Lennox team benefiting Movember and Men’s Health Awareness Month, is identified;
  - b. the fixed donation amount is stated;
  - c. the maximum donation amount is listed; and
  - d. the Promotion dates are stated.

Lennox shall calculate the Donation amount based on its internal books and records, which shall be determinative of the Donation amount. Lennox shall make the Donation no later than 45 days following the end of the Promotion.

3. Term. The term of this Agreement will begin on the Effective Date and will end one year from the Effective Date. The Agreement shall be continued only with the written consent of both Parties. Lennox may terminate this Agreement, and the license granted in this Agreement, without cause and without liability to Lennox, by providing ten (10) days prior notice to Movember.
4. License.

- a. Movember authorizes the use of, and grants to Lennox a non-exclusive, non-transferable, non-sublicenseable, royalty-free worldwide license to use, the Movember® trademarks, trade names and logos (the “Movember Marks”) for promotional, marketing, and advertising purposes related to this promotional endeavor, including but not limited to the Lennox website and social media outlets. Lennox acknowledges that its use of the Movember Marks shall not create any right, title or interest in or to the marks in Lennox. Lennox agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the Movember Marks (except as expressly permitted hereunder) nor in any manner represent that it has any ownership rights in the Movember Marks.
  - b. Lennox similarly authorizes the use of, and grants to Movember a non-exclusive, non-transferable, non-sublicenseable, royalty-free worldwide license to use, the Lennox trademarks, trade names and logos (the “Lennox Marks”) for promotional, marketing, and advertising purposes related to this promotional endeavor. Movember acknowledges that Lennox is the exclusive owner of the Lennox Marks and will not to adopt or use any other trademark or trade name which would be similar to or confusing with such marks. Movember acknowledges that its use of the Lennox Marks shall not create any right, title or interest in or to the marks in Movember, and that all uses of the marks by Movember shall inure to the sole benefit of Lennox. Movember agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the Lennox Marks (except as expressly permitted hereunder) nor in any manner represent that it has any ownership rights in the Lennox Marks. Lennox reserves the right to review and approve any mention of this Promotion or use of the Lennox Marks.
  - c. The licenses granted in this Section 4 shall commence on the Effective Date and shall continue in force for a period of twelve (12) months, and may be extended for additional one-year periods as agreed to in writing by both Parties.
  - d. The Parties agree to immediately stop all reference to or use of the Movember or Lennox Marks upon receipt of written notice from Movember or Lennox respectively, and agree to immediately make any such modifications thereto as requested by the other party.
5. Nonprofit Status. Movember is an IRS-approved 501(c)(3) not-for-profit and all donations are tax deductible where permitted by law.
  6. Indemnification. Lennox assumes no liability towards Movember or towards others with respect to the services provided by Movember or any other representations, recommendations, or advice given and/or made by Movember, including but not limited to on its website, social media outlets, and in its materials. Movember will indemnify, defend and hold harmless Lennox, its parents, affiliates and their representatives, agents, employees, directors, and officers against any losses or damages caused by or relating to such services and/or representations and/or any act or omission of Movember.
  7. Confidentiality. The Parties acknowledge that this Agreement and the terms of this

Agreement are confidential in nature and agree to maintain this confidentiality.

8. Relationship of the Parties. Movember shall not be deemed to be an agent or employee of Lennox. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties. Movember is not authorized to enter into any agreement on behalf of Lennox and assumes all risks and liabilities associated with the services provided by Movember, including any workmen's compensation, federal, state, or local taxes or other liability.
9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without given effect to the principles of conflict of law. Any litigation which the Parties choose to file and related to the subject matter of this Agreement will be filed in a court having jurisdiction located in Dallas, Texas, and the Parties agree to submit to the personal jurisdiction of such courts.
10. No Assignment. Movember's rights and obligations under this Agreement may not be assigned by Movember, except with the prior written consent of Lennox.
11. General; Miscellaneous. This Agreement expresses the total contract between the Parties. All oral or written negotiations and prior or subsequent dealings are merged into this Agreement. Any amendment of this Agreement must be in writing signed by both Parties hereto and all terms and conditions shall remain in effect. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the illegal, invalid or unenforceable parts shall be severed therefrom. The failure of either party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. Captions and headings are used in this contract for convenience only and will not be used to interpret this contract. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.
12. Image Usage Rights. Movember grants Lennox a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that is posted on or with #FaceResponsibility. Lennox may use and re-post this content on any of their owned platforms.

*[The remainder of the page is intentionally blank]*