

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered into and effective October 15, 2025 (the “Effective Date”), by and between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as “PVAMU”), and Luxury Goods, a Limited Liability Corporation (hereafter referred to as “Sponsor”). PVAMU and Sponsor are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

PVAMU and Sponsor hereby agree as follows:

1. SPONSORSHIP

- A. **Scope.** Sponsor agrees to support the PVAMU as described in Exhibit A attached hereto and made part hereof. In consideration, the Sponsor will receive certain sponsorship benefits, recognition, and other opportunities as set forth in Exhibit A.
- B. **Rights to SPONSOR's Logo, Trademarks, and Trade Names.** Sponsor hereby grants the PVAMU a limited, non-exclusive license to use Sponsor 's logo, trademarks, and trade names for the sole purpose of providing Sponsor recognition and other opportunities as detailed in Exhibit A.
- C. **Sponsorship Fee.** In consideration of such sponsorship, the Sponsor shall pay PVAMU a non-refundable payment (“Sponsorship Fee”) in the amount and on the schedule set forth in Exhibit B.

2. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through August 31, 2026, unless earlier terminated as provided herein.
- B. In the event of a breach of a material term of this Agreement by Sponsor, PVAMU may terminate this Agreement upon fifteen (15) days’ prior written notice to the Sponsor detailing the nature of the breach and the Sponsor fails to fully cure the breach within such 15-day period.
- C. PVAMU may terminate this Agreement immediately if (i) Sponsor fails to pay the Sponsorship Fee by the due date, or (ii) Sponsor (or its officers, directors, or employees, if a company) has engaged or is engaging in conduct that is illegal, unethical, immoral, and/or scandalous, that is deemed by PVAMU to be detrimental to the reputation, image, mission, or integrity of PVAMU.

3. APPROVAL

PVAMU reserves the right to approve all activities undertaken by Sponsor and all materials

used by Sponsor in connection with this Agreement, and to reject any activities or materials that PVAMU, in its sole discretion, believes to be unsuitable, not in keeping with the character or purpose of PVAMU, or harmful to PVAMU or the A&M System. Sponsor shall be provided with an opportunity to edit and modify any rejected activities or materials. Except as authorized herein, Sponsor shall not use the name or mark of PVAMU in any advertisements, reports, or other information released to the public without the prior written approval of PVAMU.

4. NO ENDORSEMENT

PVAMU will not be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on PVAMU's acceptance of Sponsor's payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that PVAMU, or its respective officers, directors, or employees, endorse Sponsor or its products.

5. COMPLIANCE WITH LAWS

Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

6. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, **SPONSOR** shall indemnify, defend and hold harmless **PVAMU**, A&M system, and their regents, employees and agents (collectively, the "A&M system indemnitees") from and against any third-party claims, demands, damages, liabilities, loss or expense, including without limitation, reasonable attorney's fees, asserted against A&M system indemnities (each, a "claim") arising out of or related to (i) an allegation that any of the activities undertaken or materials used by **SPONSOR** or its employees or agents in connection with this agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; or (ii) any acts or omissions of **SPONSOR** or its employees or agents pertaining to the activities and obligations under this agreement, except to the extent such claim arises from an a&m system indemnitee's gross negligence or willful misconduct.

7. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
- B. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the

extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- C. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Sponsor's service to PVAMU. Except as specifically required under the terms of this Agreement, Sponsor (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Sponsor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Sponsor and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.
- D. **Non-Assignment.** Sponsor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.
- E. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and postmarked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Sponsor can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Sponsorship
PO Box 519 Mail Stop 1311
Prairie View, TX 77446
Attention: Alicia THomas
Telephone: 936.261.9142
Email: arthomas@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Sponsor:

Luxury Goods
5718 Westheimer Ste 1000
Houston, TX 77057
Attention: Brandon Townsend
Telephone: 832.250.6587
Email: Brandon@luxurygoodscompany.com

- F. **Organization.** If Sponsor is a business entity, Sponsor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Sponsor has been duly authorized to act for and bind Sponsor. Upon PVAMU's request, Sponsor shall promptly deliver to Sponsor (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- J. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are

the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

8. STATE AGENCY CLAUSES

- A. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- B. **Non-Waiver of Privileges and Immunities.** PVAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Sponsor expressly acknowledges that PVAMU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of PVAMU.
- C. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PRAIRIE VIEW A&M UNIVERSITY

LUXURY GOODS

A. Marie Harris

Brandon Townsend

Signature

Signature

A. Marie Harris

Brandon Townsend

Name

Name

Exec. Dir., PDSV

Owner

Title

Title

11/7/2025 | 5:30 PM CST

11/4/2025 | 9:18 AM PST

Date

Date