



International Female Ride Day[®] (IFRD)

2026 TEXT/ GRAPHIC / USAGE AGREEMENT

MOTORESS[®] grants any individual, club, group, business, or organization promoting International Female Ride Day[®] (“IFRD”) 2026 (each, a “Promoter”) a limited, non-exclusive, non-transferable, revocable, royalty-free license to use the official IFRD 2026 logo and any accompanying IFRD 2026 wording and brand assets provided by MOTORESS[®] (collectively, the “MOTORESS[®] Trademarks”) **solely** to promote and publicize IFRD 2026, and only in accordance with the IFRD 2026 Logo Usage Guidelines (the “Guidelines”), as issued by MOTORESS[®].

The MOTORESS[®] Trademarks must be used **exactly as supplied** and may not be altered in any way. Promoter may not edit, redraw, animate, distort, recolor, crop, rotate, add to, remove from, combine with other marks, create derivative works from, or otherwise modify the IFRD 2026 logo or related brand assets, nor may Promoter use any prior IFRD logos/marks (2007–2025) unless MOTORESS[®] provides prior written approval.

CAMPAIGN

You must agree to and comply with these terms and conditions before accessing, downloading, copying, displaying, publishing, or otherwise using the International Female Ride Day[®] (“IFRD”) name, the IFRD 2026 logo, or any MOTORESS[®] trademarks, copyrighted materials, creative assets, or graphics provided by MOTORESS[®] (collectively, the “MOTORESS[®] Trademarks”).

By accessing, downloading, copying, or using any of the MOTORESS[®] Trademarks, you confirm your acceptance of these terms and conditions. If you do not agree, you may not access, download, copy, or use the IFRD name, IFRD 2026 logo, or any MOTORESS[®] Trademarks.

INTERNATIONAL FEMALE RIDE DAY LOGO/ TEXT USAGE TERMS

1. **Authorized use only.** Promoter (“you”) may use the International Female Ride Day[®] (“IFRD”) name, IFRD 2026 logo, and any MOTORESS[®] trademarks, copyrighted materials, and graphics provided by MOTORESS (collectively, the “MOTORESS[®] Trademarks”) **only** in the manner and formats specified by MOTORESS[®] and in accordance with these terms.
2. **Conditions of use.** Promoter agrees to comply with all of the following:
 - A. **Promotional purpose only.** You may use the MOTORESS Trademarks solely to promote and publicize IFRD 2026-related events, activities, and communications, and not in connection with any other goods or services.
 - B. **Promoter identification permitted.** Your organization name and/or logo may appear on promotional materials that include the MOTORESS Trademarks, provided that:
 - the MOTORESS Trademarks are used **exactly as supplied** by MOTORESS[®] (unaltered), and
 - your branding does not imply sponsorship, endorsement, partnership, or official affiliation beyond participation in IFRD.



(CONT'D)

- C. **No merchandise or product use without permission.** You may **not** use the MOTORESS Trademarks on or in connection with merchandise or products of any kind (including, without limitation, T-shirts, patches, apparel, keychains, stickers, mementos, packaging, or items for sale, resale, giveaway, or distribution) unless you receive **prior written authorization** from MOTORESS and, where required, enter into the applicable IFRD licensing agreement (including an Artist Licensing Agreement, where applicable).
- D. **No combining with other elements.** You may not combine, overlay, or integrate the MOTORESS/IFRD Trademarks with any other trademarks, trade names, logos, words, slogans, numbers, photographs, graphics, design features, or symbols, nor place the MOTORESS Trademarks within another logo or design treatment, unless MOTORESS gives prior written approval.
- E. **No disparaging or harmful use.** You may not use the MOTORESS Trademarks in any manner that is misleading, defamatory, obscene, unlawful, or that may reasonably be expected to damage, dilute, disparage, or impair the validity, enforceability, reputation, or goodwill of IFRD or MOTORESS.
- F. **Trademark attribution required.** Any publication or item you produce (or cause to be produced) that includes any MOTORESS Trademarks must also include an attribution statement acknowledging MOTORESS' ownership, in a customary attribution font size that is at least as prominent as other trademark attributions used.

OWNERSHIP; USE & LIABILITY; DISCLAIMER

1. **Ownership and goodwill.** Promoter acknowledges the substantial value of the goodwill associated with the IFRD and MOTORESS[®] trademarks, names, logos, graphics, and related copyrighted materials (collectively, the "MOTORESS[®] Trademarks"). Promoter further acknowledges that **Vicki Gray / MOTORESS[®]** is the sole and exclusive owner of the MOTORESS[®] Trademarks and all goodwill associated with them. Except for the limited permission expressly granted under this Agreement, Promoter acquires no right, title, or interest in the MOTORESS[®] Trademarks.
2. **No contest / no challenge.** Promoter agrees that it will not, during or after the term of this Agreement: (a) contest, challenge, attack, or dispute the validity, ownership, or enforceability of the MOTORESS[®] Trademarks; or (b) assist any third party in doing so.
3. **No endorsement or affiliation.** Promoter may not state or imply that MOTORESS, IFRD, or Vicki Gray sponsors, endorses, partners with, or is formally affiliated with Promoter or Promoter's event, products, services, or organization, except to the limited extent that Promoter is participating in or promoting IFRD 2026 in accordance with this Agreement and the Guidelines.
4. **Revocation and termination.** MOTORESS may revoke or terminate Promoter's permission to use the MOTORESS[®] Trademarks at any time, in its sole discretion, with or without notice. Upon revocation or termination, Promoter must immediately cease all use of the MOTORESS[®] Trademarks and promptly remove them from all materials, websites, social platforms, listings, and distributions within Promoter's control.



OWNERSHIP; USE & LIABILITY; DISCLAIMER CONT'D

5. **Notice of unauthorized use.** Promoter will promptly notify MOTORESS[®] within a reasonable time after becoming aware of any unauthorized use of the MOTORESS[®] Trademarks. MOTORESS[®] shall have the right, but not the obligation, to take action against any unauthorized user.
6. **Promoter materials; legal compliance; no infringement.** Promoter represents and warrants that any materials it creates, publishes, or distributes in connection with IFRD 2026 (including any content incorporating the MOTORESS[®] Trademarks) will:
 - (a) comply with all applicable laws and regulations;
 - (b) not infringe or misappropriate any intellectual property, privacy, publicity, or other rights of any person or entity; and
 - (c) not contain any defamatory, libellous, misleading, obscene, or unlawful content.
7. **Indemnification.** Promoter agrees to defend, indemnify, and hold harmless **Vicki Gray, MOTORESS[®], IFRD, and their respective licensors, directors, officers, employees, affiliates, and agents** from and against any and all claims, demands, actions, lawsuits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - (a) Promoter's breach of this Agreement or the Guidelines;
 - (b) Promoter's unauthorized, improper, negligent, or misleading use of the MOTORESS[®] Trademarks;
 - (c) Promoter's materials, products, events, or activities; or
 - (d) any allegation that Promoter's materials or use of the MOTORESS[®] Trademarks infringes or violates the rights of any third party.
8. **Warranty disclaimer.** All materials provided by MOTORESS[®] (including the IFRD name, IFRD 2026 logo, graphics, wording, and other trademarked or copyrighted materials) are provided **"AS IS"** and **"AS AVAILABLE"** without warranty of any kind, express or implied. To the fullest extent permitted by law, MOTORESS[®] disclaims all warranties and conditions, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
9. **Limitation of liability.** To the fullest extent permitted by law, in no event shall **Vicki Gray, MOTORESS[®], IFRD, or their licensors, directors, officers, employees, affiliates, or agents** be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, data, goodwill, or use, arising out of or related to this Agreement or the use or inability to use the materials provided—whether in contract, negligence, tort, or otherwise—even if advised of the possibility of such damages.

GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts located in Toronto, Ontario, for any dispute arising out of or relating to this Agreement and waive any objection to venue or inconvenient forum.



MISCELLANEOUS

a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

b) This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

If you have any questions regarding this Agreement, please contact: info@motoress.com attention Vicki Gray.