

COMMERCIAL FUNDRAISING AGREEMENT

This Agreement (“Agreement”) is hereby entered into and adopted by Playtogive, Inc., a California corporation (hereinafter referred to as “Contractor”) and _____, a California _____ (hereinafter referred to as “Nonprofit”) in Los Angeles, California as of _____, (the “Effective Date”).

1. Description of Parties; Purposes: Contractor is in the line of business of providing online tools and resources designed to assist not-for-profit organizations in their fundraising efforts. Nonprofit is a not-for-profit organization whose purpose is to

_____ [a statement of the charitable purpose is required].

2. Respective Obligations; Relationship of the Parties: Nonprofit desires to engage the services of Contractor for the purpose of assisting Nonprofit to raise money through the use of the tools and services available on Contractor’s website as described above (hereinafter, such services shall collectively be referred to as “Services”). To clarify, however, Contractor simply provides the tools and resources necessary to facilitate such communications and does not directly make any donation requests on behalf of Nonprofit or any other not-for-profit organizations. As such, Nonprofit shall retain control and approval over the content and frequency of any solicitations made pursuant to this Agreement. As a courtesy to Nonprofit, Contractor will send donors an email memorializing the donation made through the website. However, Nonprofit warrants and represents that it is not relying on Contractor to provide such documentation to donors, and that such action of Contractor shall in no way relieve Nonprofit of any duties or donor substantiation requirements it may have under local, state or federal law. The parties intend to create an independent contractor relationship whereby Contractor will provide the Services to Nonprofit for the purposes of assisting Nonprofit to raise funds. Contractor is not an agent, employee, officer, director, servant, partner, manager, or joint venturer of Nonprofit, nor should anything herein be construed as creating such a relationship between the parties or between any of their respective assigns, directors, officers, employees, or representatives.

3. Control/Approval: Contractor agrees to use commercially reasonable efforts at all times in performing the Services, and notwithstanding anything else contained herein, Nonprofit shall control and approve the content and frequency of all solicitations made in connection with the Services.

4. Methods: If Contractor proposes to make any payment in cash or in kind to any person or legal entity to secure any person’s attendance at, or sponsorship, approval, or endorsement of, a charity fundraising event, the maximum dollar amount of those payments shall be set forth in this Agreement by way of an Addendum hereto signed by both parties.

5. Compensation: Nonprofit shall pay Contractor a percentage rate of seven percent (7%) of all funds raised by Nonprofit as a result of the Services. Such percentage shall be calculated based on the total amount donated and shall be deducted (in addition to credit card processing and transaction fees in those amounts customary in the industry), prior to remission to Nonprofit. For example, if visitor A to Contractor’s website makes a one hundred dollar (\$100.00) contribution via credit card payment, and two and one-half percent (2.5% + \$.30, or \$2.80) is the processing and transaction fee of the credit card processing

company, then Contractor's compensation shall be calculated as seven percent (7%) of one hundred dollars (\$100.00), or seven dollars (\$7.00) and Nonprofit shall receive the remaining ninety-three dollars less the processing and transaction fees, or ninety dollars and twenty cents (\$90.20). The parties hereby acknowledge and agree that such compensation is reasonable under the circumstances and commensurate with the Services provided by Contractor.

6. Management of Funds: The parties hereby agree that any and all funds raised in connection with any events, campaigns, and/or projects for which Contractor has provided its Services shall be deposited directly into an account under the sole control or custody of Contractor or its third party designee. However, each such contribution shall, in its entirety and within five (5) working days of its receipt, be delivered to the charitable organization in person, by United States express mail, or by another method of delivery providing for overnight delivery.

7. Term: The term of this Agreement shall be for an initial period ("Initial Period") of one hundred eighty (180) days unless sooner terminated by the parties as provided for herein. The Initial Period may be extended for successive ninety (90) day periods upon mutual written agreement between the parties for each successive ninety (90) day period. Collectively, the Initial Period and all subsequent periods may be referred to herein as the "Term."

8. Cancellation of Agreement: Nonprofit shall have the right to cancel this Agreement, without cost, penalty or liability for a period of ten (10) days following the date of execution, by serving a written notice of cancellation on Contractor. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. The notice shall be sufficient if it indicates that Nonprofit does not intend to be bound by this Agreement. Any funds collected after the effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of Nonprofit without deduction for costs or expenses of any nature. Nonprofit shall be entitled to recover all funds collected after the date of cancellation.

9. Termination of Agreement: Following the initial ten (10)-day cancellation period described above in Section 8, Nonprofit reserves the right to terminate this Agreement, upon thirty (30) days prior written notice to Contractor. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing. In the event of termination pursuant to this Section 6(b), Nonprofit shall be liable for Services provided by Contractor up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10)-day cancellation period described above in Section 8, Nonprofit reserves the right to terminate this Agreement, without payment or compensation of any kind to Contractor, at any time upon written notice to Contractor, if Contractor or its agents, employees, or representatives (i) makes any material misrepresentations in the course of solicitations or with respect to Nonprofit; (ii) is found by Nonprofit to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or (iii) otherwise conducts fundraising activities in a manner that causes or could cause public disparagement of Nonprofit's good name or goodwill. Further, either party may terminate this Agreement in the event of a material breach of this Agreement by the other party which continues without cure for thirty (30) or more days following the giving of notice of such breach to the breaching party.

10. Compliance with Regulatory Requirements: Nonprofit agrees to return to Contractor within ten (10) days of the delivery thereof, a signed copy of the California Attorney General Form CT-2CF – Annual Report, which Contractor shall prepare. No later than ten (10) days after Contractor’s receipt of the signed Form CT-2CF – Annual Report from Nonprofit, Contractor shall provide Nonprofit with a full list of donors who made donations through the Website.

11. Miscellaneous: This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of California. The parties hereby consent to the jurisdiction of the courts of the State of California and the federal courts located in California in any action on a claim arising out of, or in connection with this Agreement. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. To the extent any provision herein is found to be invalid, void or unenforceable, such provision shall be modified only to the extent necessary to comply with the applicable law, while also maintaining insofar as is possible, the parties’ intentions as set forth herein.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day first written above.

NONPROFIT, _____, a California _____

By: _____

Dated: _____

Its: _____

CONTRACTOR, Playtogive, Inc., a California Corporation

By: _____

Dated: _____

Its: President, Taline Levonian