

## **ONLINE PLATFORM AGREEMENT**

This Online Platform Agreement (“Agreement”) is entered into, effective as of \_\_\_\_\_, (the “Effective Date”), by and between The Ripple, LLC, a Kansas Limited Liability Company, with a principal place of business at 4308 N 110th Terrace, Kansas City, Kansas 66109 (“Vendor”), and \_\_\_\_\_, a non-profit corporation, with a principal place of business at \_\_\_\_\_ (the “Charity”). Vendor and the Charity shall be collectively referred to as the “Parties” and individually as a “Party”.

### **RECITALS**

**WHEREAS**, Charity is a public charity that is authorized to receive charitable donations that can be deductible, up to allowable limits, for federal income tax purposes.

**WHEREAS**, Vendor provides a platform through which individuals can advertise goods and/or services and also allows individuals to use Vendor’s platform to sell goods and/or services, and the sellers may contribute a portion of the purchase price to Charity;

**WHEREAS**, Charity desires to use Vendor’s platform in order to allow seller users of Vendor’s platform to choose to contribute a portion of the purchase price to Charity.

**NOW, THEREFORE**, for and in consideration of the agreements of the Parties set forth below and intending to be legally bound, Vendor and the Charity agree as follows:

1. **General Overview**. The Parties hereby enter into this Agreement for Vendor to provide the Charity with a platform through which Charity may post its name and/or logo on the Vendor’s Platform in order to allow seller users of Vendor’s platform the ability to choose to contribute a portion of the purchase price of the good and/or service the seller user sells on the Vendor’s Platform to Charity.
2. **Platform**. Vendor provides Charity the ability to use Vendor’s web site Platform located at “www.theripple.net” during the term of this Agreement (hereinafter “Platform”). By using the Platform, Charity will provide its name and/or logo that it wishes to appear on the Platform. Charity will create all the content on the Platform related to the Charity’s name and logo or other information related to the Charity that appears on the Platform and has sole control over its use and actions related to Platform.
3. **Charity License to Vendor**. By entering into this Agreement and using Vendor’s platform, Charity does hereby grant to Vendor a limited, royalty free and non-exclusive license to use its name, trademark and logo (hereinafter “Charity Marks”) on its web site platform and for Vendor’s marketing purposes. This grant of authority shall extend throughout the term of this Agreement. Vendor’s rights under the license granted hereunder shall be limited to the use of the Charity Marks on Vendor’s web site and in marketing identifying Charity as a Charity that is using the web site Platform. .

(a) **Ownership and Benefit of Use.** Vendor understands and agrees that Charity retains all ownership rights in the Charity Marks (including the right to control the quality of all usage thereof) and that the benefit of use of same hereunder, as well as all trademark and other intellectual property rights stemming therefrom, shall inure and belong solely to Charity. Vendor further recognizes the need and agrees to maintain high standards in conducting its activities hereunder for the protection and enhancement of Charity Marks and the goodwill associated therewith.

(b) **Prior Approval Required.** Vendor understands and agrees that any use of the Charity Marks by Vendor in the United States and/or on the Internet is subject to the prior written approval of Charity, such approvals not to be unreasonably withheld or delayed. Vendor agrees to submit for approval to Charity: (i) all printed material, including, but not limited to any material appearing online or any web site or in any media whatsoever which contains the Charity Marks; and (ii) all publicity releases and advertising which mention the Charity Marks prior to the printing, distribution, broadcast, or publication thereof. Charity will have five (5) business days from the date of receipt to review all such material for accuracy, consent not to be unreasonably withheld. Failure to object within said period shall be deemed to constitute an approval. Vendor agrees not to use Charity Marks which may damage the goodwill associated with Charity.

(c) **Prohibited Uses of Marks.** Vendor understands and agrees that the Charity Marks: (i) may not be altered in any way, and may only be sublicensed with Charity approval; (ii) may not be used in conjunction with terminology that is contrary to Charity's mission (iii) may not use the Charity Marks in any way that would imply endorsement or advertisement of any product or service or which could harm or otherwise diminish the good name and the good will of Charity.

4. **Vendor License to Charity.** Vendor grants a limited, revocable, non-exclusive license to Charity to use Vendor's name, trademark and logo (hereinafter "Vendor Marks") in conjunction with Charity's use of the Platform. This grant of authority shall extend throughout the term of this Agreement and shall be limited to the use of the Vendor's Marks in connection with Charity using the Platform to request its supporters to take specific actions or asking for their financial support and for no other purpose.

(a) **Ownership and Benefit of Use.** Charity understands and agrees that Vendor retains all ownership rights in the Vendor Marks (including the right to control the quality of all usage thereof) and that the benefit of use of same hereunder, as well as all trademark and other intellectual property rights stemming therefrom, shall inure and belong solely to Vendor. Charity further recognizes the need and agrees to maintain high standards in conducting its activities hereunder for the protection and enhancement of Vendor Marks and the goodwill associated therewith.

(b) **Prior Approval Required.** Charity understands and agrees that any use of the Vendor Marks by Charity in the United States and/or on the Internet is subject to

the prior written approval of Vendor, such approvals not to be unreasonably withheld or delayed. Charity agrees to submit for approval to Vendor: (i) all printed material, including, but not limited to any material appearing online or any web site or in any media whatsoever, any material which contains the Vendor Marks; and (ii) all publicity releases and advertising which mention the Vendor Marks prior to the printing, distribution, broadcast, or publication thereof. Vendor will have five (5) business days from the date of receipt to review all such material for accuracy, consent not to be unreasonably withheld. Failure to object within said period shall be deemed to constitute an approval. Charity agrees not to use Vendor Marks which may damage the goodwill associated with Vendor.

(c) **Prohibited Uses of Marks.** Charity understands and agrees that the Vendor Marks: (i) may not be altered in any way, and may only be sublicensed with Vendor approval; and (ii) may not use the Vendor Marks in any way that would imply endorsement or advertisement of any product or service or which could harm or otherwise diminish the good name and the good will of Vendor.

5. **Website.** Vendor has established a website located at “www.theripple.net”, which website shall perform the functions described above and such other functions as may be provided, from time to time, on such website (the “Website”). Vendor shall provide the Charity (as well as certain other charitable organizations, entities, and/or individuals) access to the Website under applicable terms and conditions as may be established or modified, from time to time, by Vendor, including such terms and conditions that are set forth (i) on the Website (including applicable Terms of Use, Privacy Policies and other FAQs, requirements or terms or conditions, each as may be modified, from time to time, by Vendor), and (ii) in the case of the Charity, in this Agreement (collectively, the “Terms and Conditions”). The Charity shall remain in compliance at all times with the applicable Terms and Conditions.

6. **Charitable Contributions.** In the event a seller user of Vendor’s platform chooses to contribute a portion of the purchase price of the good and/or service the seller user sells via the Platform to Charity, then the seller user will contribute to Charity a minimum of Ninety Percent (90%) of the purchase price. Vendor will then collect the contributed amount from the contributing seller user as agent for Charity and will send a check to Charity no later than the 25<sup>th</sup> of every month. Charity will receive the contributions on an aggregate basis. Vendor will mail the check to Charity at the address provided to Vendor via the Platform.

7. **Final Accounting.** At the conclusion of this Agreement, but no later than thirty (30) days after the end thereof, Vendor shall prepare and deliver to Charity a final accounting. The final accounting shall specify the number of products sold which resulted in a contribution to Charity, the dollar amount of each sale and the amount paid

or to be paid to Charity. In the event that this Agreement is longer than a one (1) year period, Vendor shall provide Charity with an interim report, at least annually. Upon request of the final accounting by Charity, Vendor shall provide said to Charity within ten (10) days of the request.

8. **Gift Acknowledgment.** The parties agree that Vendor shall act as Charity's agent in providing each seller user donor a timely written acknowledgment of the gift, identifying Charity as the recipient of the gift and meeting all applicable tax requirements. The acknowledgement shall include (1) the name of Charity, (2) the date of the contribution, and (3) the amount of the contribution. The parties agree that Vendor shall provide the acknowledgment to the seller user donor contemporaneously, or in no event after to January 15 of any year.

9. **Donor Information.** All seller user donor information shall be provided to Charity by Vendor on the 25<sup>th</sup> of each month and shall accompany the contribution check described in Section 6 herein. The seller user donor information will include the information provided by the seller user to the Vendor. The parties agree that the donor information shall be the mutual property of Vendor and Charity and that each party may use such information as they so desire within the limits of applicable law.

10. **Customer Service.** Vendor shall supply all customer service as necessary and as requested from time to time by Charity via the Platform or in connection with the Platform, and shall provide all ongoing maintenance for the Platform. The provision of such customer service and maintenance shall be on such terms and conditions as may be determined by Vendor from time to time.

11. **No Compensation Paid by Charity.** Charity shall not be obligated to pay any compensation to Vendor for Charity's use of the Platform. Vendor expenses and costs associated with processing donations and providing the platform are paid by Buyer users. Buyer users must pay a fee to Vendor in the amount of Three Percent (3%) of the sales price. Seller users must also pay to Paypal it's current processing fee. Thus, Buyer users pay no more than a total of Ten Percent (10%) of the purchase price of each item they buy in order to use the platform. Vendor provides its Platform free of charge to charitable organizations in order to support philanthropy.

12. **Representations, Warranties and Covenants of the Charity.** As of the Effective Date and at all times during term of this Agreement, the Charity hereby represents, warrants and covenants to Vendor as follows:

(a) The Charity is a public charity qualified to receive public charitable contributions and operating in compliance with its charitable documents, the purposes set forth therein, its IRS determination letter, and all applicable laws and regulations, including any registration, reporting or fundraising requirements. Charity shall indemnify, hold harmless and defend each of Vendor, its independent contractors, and their respective owners, affiliates, directors, officers, employees, agents, contractors and

advisors (each, an “Indemnitee”), from and against any and all damages, awards, losses, fines, penalties, costs or expenses (including reasonable attorneys’ fees) relating to, or arising out of, any third party claim, suit, or proceeding against such Indemnitee alleging or claiming any facts, events, actions, omissions or circumstances, which constitute, or which may, might or could constitute, or which form, or which may, might or could form, the basis of, a breach by Charity of the provisions of any of the preceding representations, covenants, and warranties.

(b) Charity and Charity’s executing representative have the full power and authority to enter into and perform this Agreement and to participate in the activities described in this Agreement, and has authorized the execution, delivery and performance of this Agreement by all requisite corporate or other actions.

(c) The Charity is registered and in compliance with all applicable state laws governing its activities.

13. **Representations, Warranties and Covenants of the Vendor.** As of the Effective Date and at all times during term of this Agreement, Vendor, hereby represents, warrants and covenants to Charity as follows:

(a) Vendor is validly existing under the laws of Kansas, has the full power and authority to enter into and perform this Agreement and to participate in the activities described in this Agreement, and has authorized the execution, delivery and performance of this Agreement by all requisite corporate or other actions.

(b) The Vendor Platform and all Vendor content contained therein, and any other marketing materials are in compliance with all applicable laws, rules and regulations.

14. **Term.** Unless terminated sooner by one or more of the Parties as provided below, this Agreement shall become effective as of the Effective Date and shall remain in effect for an initial term of (1) years, after which this Agreement shall automatically renew and continue to remain in effect for successive one-year renewal terms. Vendor may terminate this Agreement, for any reason or no reason, with or without cause, with or without any notice to Charity. Charity may terminate this Agreement for any reason or no reason, with or without cause with a written notice to Vendor indicating that Charity would like to terminate this agreement at any time into the “Term”. In the event of any termination, all outstanding obligations and responsibilities of the Parties shall remain in force and effect until fully performed.

15. **Ownership.**

(a) The Charity acknowledges and agrees that, as between the Charity and Vendor, Vendor owns and retains all right, title and interest in and to the intellectual property it has developed and owned in connection with providing its services under this Agreement (collectively, the “Vendor IP”), and that Vendor is not, under this Agreement,

granting Charity any ownership, right, title or interest (including any license) in or to any of the Vendor IP.

(b) Charity warrants that it has the exclusive ownership rights to its name, trademark, and logo licensed under this Agreement.

16. **Confidentiality.** Vendor and Charity shall hold all Confidential Information (as defined below) of the other party in confidence, shall not disclose such Confidential Information to third parties, and shall use such Confidential Information solely for the purpose of performing its obligations under this Agreement. “Confidential Information” means any proprietary, business, financial, customer, vendor or technical information, data or technology, including trade secrets, software (including source and object code, and any data or files resulting from installation of such software) or other intellectual property (or rights therein), including the Vendor IP, personal information (including social security numbers, addresses, credit card information, telephone numbers and other similar information), any independent contractors, or user of the Website, or any third party (including Vendor’s affiliates, clients, suppliers or vendors) that is, directly or indirectly, disclosed to the other party or which either party otherwise comes into possession of, or learns, in connection with this Agreement, whether in writing, orally, or otherwise, including the terms of this Agreement. Confidential Information does not include information that is or becomes generally known to the public through no wrongful action by the Charity or Vendor. The obligations set forth in this Section 16 shall not apply to the extent any such information is required to be disclosed by law.

17. **Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) THE WEBSITE AND SERVICES PROVIDED BY VENDOR UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND AS AVAILABLE BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF OR RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE, CONDITION, OR NON-INFRINGEMENT (AND ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT), AND (B) IN NO EVENT (AND WHETHER ARISING IN CONTRACT, WARRANTY, TORT OR OTHER LEGAL THEORY) SHALL (I) VENDOR’S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF (X) THE TOTAL AMOUNT OF CONTRIBUTIONS CHARITY RECEIVED FROM SELLER USER DONORS VIA THE PLATFORM OR (Y) TEN PERCENT OF THE TOTAL FEES PAID BY THE CHARITY TO VENDOR, IF ANY, UNDER THIS AGREEMENT DURING THE FULL CALENDAR YEAR (OR PORTION THEREOF) IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY, OR (II) VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE OR PROFIT, A EVEN IF VENDOR HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING LIMITATIONS OF THIS SECTION 17 SHALL APPLY EVEN IF THE CHARITY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 17, VENDOR'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

18. **No Fundraising Counsel or Professional Fundraising Services.** The parties agree and understand that Vendor is providing a platform for use by Charity. Nothing contained herein, and nothing actually done by Vendor on behalf of Charity, shall be deemed the provision of, and Vendor does not provide, fundraising counsel or professional fundraising services as those terms are defined under state charitable solicitation laws. Vendor shall at no time be soliciting contributions for or on behalf of the Charity or retaining any person or entity to do so, nor shall it be providing advice, counsel or management services in connection with the Charity's own fundraising appeals.

19. **Notices.** Any notice, request, instruction or other document to be given hereunder by a Party to the other Party shall be given when sent to the address specified in the first paragraph of this Agreement. The Parties hereby acknowledge and agree to electronic delivery of notifications to the email addresses provided below:

**If to Vendor:**

**If to the Charity:**

Either Party may designate a different email address from time to time by written notice to the other Party. In the event that any notice under this Agreement is required to be provided on or as of a day which is not a business day for the sender, then such notice shall not be required to be provided until the first day thereafter which is a business day for the sender.

20. **Severability.** Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, (a) be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable, and (b) be operative, enforceable or valid to the maximum extent possible in such jurisdiction, rather than being declared totally inoperative, unenforceable, or invalid.

21. **Governing Law; Venue.** This Agreement shall be governed by and interpreted under the substantive laws of either States of Kansas and /or Missouri, whichever most appropriate to conflict's region of occurrence, without regard to its conflict of laws principles and the laws of the United States of America, where applicable. Each Party hereby expressly consents to the exclusive jurisdiction of the state or federal courts in Kansas and/or Missouri including all counties, waives any objections or right as to forum non conveniens, lack of

personal jurisdiction or similar grounds, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. **Force Majeure.** If and to the extent that a Party's (in such capacity, the "Affected Party") performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by flood, earthquake, riots, acts of terrorism, acts of war, pandemic illness, embargoes, strikes and labor shortage, utility outages, outage or malfunction of telecommunication lines, elements of nature or acts of God or any other cause beyond the reasonable control of the Affected Party (each, a "Force Majeure Event"), then the Affected Party shall be excused for such hindrance, delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues, provided that the Affected Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent reasonably possible. Notwithstanding any other provision hereof, strikes by and labor disputes involving any Party's or any permitted subcontractor's own employees, and any labor shortage affecting a Party or any permitted subcontractor, shall not constitute a Force Majeure Event.

23. **Entire Agreement.** Except as provided otherwise in this Agreement, this Agreement supersedes all prior discussions and agreements between and among the Parties with respect to the matters contained herein, and this Agreement, together with its Exhibits, if any, constitute the sole and entire agreement among the Parties with respect to the subject matter hereof.

24. **Amendment.** This Agreement may be amended by an instrument in writing to be executed by the Parties or by their successors or assignees. In addition, Vendor may amend any of the terms of this Agreement by advance written notice to Charity and any such amendment will become effective as provided for in the advance written notice.

25. **Relationship of the Parties.** The Parties agree that each Party is acting as an independent contractor in performing their respective obligations and for all other purposes under this Agreement and that the relationship between the Parties shall not constitute a partnership, joint venture or agency.

26. **No Waiver.** No delay or omission by any Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

27. **Counterparts.** This Agreement may be executed by facsimile or other electronic transmission signature and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.



28. **Parties.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Vendor may freely assign this Agreement, and its rights and obligations under this Agreement, to any person or entity that acquires all or substantially of the business or assets of Vendor to which this Agreement relates (whether by way of asset sale, merger, consolidation, stock sale or otherwise).

29. **Further Assurances.** Each Party (at its own expense) shall execute and deliver such further and other documents, instruments, information and items, and take such other actions, as the other Party may reasonably request, or as may be reasonably necessary to effectuate the transactions contemplated by this Agreement or the services provided under this Agreement.

*[Remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned, with full authority to do so, has caused this Platform Agreement to be duly executed, delivered, and effective as of the Effective Date.

THE RIPPLE, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CHARITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_