

MASTER SERVICES AGREEMENT (“GENERAL TERMS”)

This Master Services Agreement (“Agreement”) was submitted to the Dutch Chamber of Commerce (“Kamer van Koophandel”) on the 19th day of November, 2014, by PeerWorks Consulting, PO Box 3736, 1001 AM Amsterdam (“PeerWorks”). This Agreement will be “effective” upon agreement and signature of any Statement of Work (“SOW”) provided by PeerWorks to Organization, hereinafter referred to individually as “Party” and collectively as the “Parties”.

WHEREAS, Organization desires to retain PeerWorks to provide services for peer-to-peer fundraising events and/or programs, which includes event production, information technology support and/or consulting services, all as set forth more fully on the Statements of Work and incorporated herein; and

WHEREAS, PeerWorks has agreed to perform the services and other related activities as directed by the Organization.

NOW, THEREFORE, for valuable consideration received and acknowledged, the parties agree as follows:

1. **Scope of the Agreement; Statements of Work; Change Orders; Confidentiality; Standard of Conduct.**

(a) **Scope of the Agreement.** Under this Agreement, the parties hereto may contract for multiple projects from time to time through the issuance of multiple Statements of Work (as defined below).

(b) **Statements of Work.** The specific services to be provided and related terms and conditions of each project under this Agreement shall be separately negotiated and specified in writing in a form acceptable to Organization and Event. The services covered by each Statement of Work may include, but not be limited to, event planning services, event planning information technology services, event planning consulting services and/or any other services requested by Organization and agreed to by PeerWorks as set forth in an approved Statement of Work (collectively, the “Services”).

Organization and PeerWorks shall each designate an individual to serve as primary liaison with respect to each Statement of Work. Each Statement of Work shall be signed by an authorized representative of each of the parties hereto and shall include, as appropriate, a description of the event (if applicable), the scope of Services to be provided, time frames for provision of the Services (“Term”), Fees & Expenses and payment schedule. Each Statement of Work shall be subject to all of the terms and conditions of this Agreement, in addition to the specific terms and conditions set forth in the Statement of Work. In the event that any terms or conditions of a Statement of Work conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control, except to the extent that the applicable Statement of Work expressly and specifically states the intent to supersede this Agreement in relation to a specific provision.

(c) **Change Orders.** Any change to a Statement of Work shall be by written amendment to the Statement of Work (“Change Order”), signed by each of the parties hereto.

(d) **Standard of Conduct.** In rendering Services under this Agreement or any Statement(s) of Work, each party shall conform to the highest professional standards of work and business ethics. Organization shall not use PeerWorks Property (as hereinafter defined) without the prior written consent of PeerWorks. In no event shall Organization take any action or accept any assistance or engage in any activity that would result in any person, entity or organization acquiring any rights of any nature in the results of work performed by PeerWorks.

2. **Payment of Fees and Expenses.** PeerWorks’s compensation and payment for the Services provided hereunder shall be as set forth in the applicable Statement of Work (the “Fees and Expenses”). Organization shall reimburse PeerWorks for actual, reasonable and necessary out-of-pocket expenses,

which are directly related to the Services of each Statement of Work. These expenditures include, but are not limited to, expenses related to travel (i.e. coach airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telecommunications, postal expenses and printing expenses. All expenses will be documented with copies of receipts or other documentation. Payments shall be made payable to PeerWorks as more detailed in the applicable Statement of Work, at the address listed in the Statement of Work.

3. **Term.** The term of this Agreement shall commence as of the Effective Date on the Statement of Work and terminate upon completion of the Statement of Work, unless sooner terminated pursuant to Section 4 below, or unless the term hereof is extended by the mutual written agreement of the parties hereto.

4. **Termination.** This Agreement (including all outstanding Statements of Work) may be terminated:

(a) By PeerWorks or Organization, without cause, effective upon sixty (60) days prior written notice to Organization or PeerWorks, as appropriate, at any time during the term of this Agreement;

(b) By either party for material breach of this Agreement or any Statement of Work, which breach shall remain uncured and shall be effective upon thirty (30) days prior written notice to the non-breaching party; or

(c) By either party in the event the other party lacks sufficient funding to continue to support the Services.

In the event that this Agreement or any Statement(s) of Work hereunder are terminated, PeerWorks shall cease performing any work. Organization shall pay PeerWorks for all services rendered through the date of termination. The parties may negotiate a Statement of Work for the orderly close out of work in the progress as of the date of termination. All Confidential Information and PeerWorks Property regardless of the method of storage or retrieval shall be promptly returned and delivered to PeerWorks. Organization shall irretrievably delete any information relating to the business stored on any storage device and provide a signed statement that Party has complied fully with these obligations.

The provisions of Sections 5, 6, 7, 8 and 12 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

5. **Non-Disclosure Agreement.**

(a) **Definition.** "Confidential Information" means information that is proprietary to PeerWorks, or its customers or clients, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of PeerWorks, any vendor names, customer, supplier, member, donor or sponsor lists, databases, management systems and sales and marketing plans, any confidential secret development or research work or any other confidential information or proprietary aspects of the business of PeerWorks or its customers. All information which Organization acquires or becomes acquainted with during the period of this Agreement, developed by PeerWorks, which Organization has a reasonable basis to believe to be Confidential Information, or which is treated by PeerWorks as Confidential Information, shall be presumed to be Confidential Information.

(b) **Obligation of Confidentiality.** Except as expressly permitted by this Agreement, the Organization shall not and the Organization undertakes that its employees, agents or representatives shall not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Organization, or disclose such Confidential Information without the written authorization of an authorized representative of PeerWorks, either during or after the term of this Agreement.

(c) **Property of PeerWorks.** Except for Statement of Work Property (as hereinafter defined), Organization agrees that all documents and tangible items, other plans, manuals and specific materials developed by PeerWorks are and shall remain the exclusive property of PeerWorks (the "PeerWorks Property"). Promptly upon the expiration or termination of this Agreement or any Statement(s) of Work, or upon the request of PeerWorks, Organization shall return to PeerWorks all PeerWorks Property and all Confidential Information, together with all copies and abstracts thereof.

(d) **Information Gathering.** Organization hereby acknowledges and agrees that PeerWorks may gather and/or receive information of a confidential nature about the Organization, and the Organization's users, donors, sponsors, events, processes, and/or data relating to transactions assisted by any software application. This information is only used in the aggregate and may be helpful for general marketing purposes, aggregation purposes, analysis, and resolution of problems, and/or for improving the services PeerWorks offers. PeerWorks covenants that neither PeerWorks, nor its employees, agents or representatives will, use, directly or indirectly, such confidential information for the benefit of any person, entity or organization other than PeerWorks in connection with the Statement of Work, or disclose such confidential information without the written authorization of an authorized representative of the Organization, either during or after the term of this Agreement, except as required by law or court order. PeerWorks will only publicize client results with the written permission from the Organization.

6. **Ownership of Work.**

(a) PeerWorks hereby assigns to Organization, free from all encumbrances, except in such materials that may be submitted by Organization or third parties with Organization's knowledge and consent, any and all intellectual property rights in the deliverables described in any Statement of Work (the "Statement of Work Property"). With respect to all Statement of Work Property supplied by Organization in connection with this Agreement, Organization shall grant to PeerWorks a limited, royalty-free license to use appropriate names, logotypes and trademarks in connection with the Services. PeerWorks shall be required to obtain Organization's written approval for all uses as more fully described in Section 12 of this Agreement. In the event that a website is developed in connection with the Services, PeerWorks shall register the domain name of such website, or cause such domain name to be registered, in Organization's name.

(b) PeerWorks shall retain all of the rights to its know-how, methods and analytical tools, managed and implemented that are not specific to the Services, including without limitation, all documents, writings, drawings, spreadsheets, models, designs, formulas, methods, policies, procedures, guidelines, training materials, tangible items or intellectual property and all other event planning documents and materials developed by PeerWorks, in any medium, not prepared specifically for the Services contemplated in any Statement(s) of Work. Organization shall grant to PeerWorks a limited, royalty-free license to use the event name, logotypes, trademarks and copyrighted materials in connection with its professional resume and for archival purposes.

7. **Warranty and Covenant.**

- (a) PeerWorks represents, warrants and covenants to Organization that:
- (i) PeerWorks has the full right, power and authority to enter into and perform this Agreement and any Statement(s) of Work; that PeerWorks has the experience and skill to perform this Agreement and any Statement(s) of Work; and that PeerWorks shall use reasonable commercial efforts to perform this Agreement and any Statement(s) of Work in accordance with the highest generally accepted standards in the industry;
 - (ii) PeerWorks shall comply with all laws and regulations; and
 - (iii) PeerWorks shall not knowingly infringe the intellectual property rights of any third party in connection with this Agreement or any Statement(s) of Work.

- (b) Organization represents, warrants and covenants to PeerWorks that:
 - (i) Organization has the full right, power and authority to enter into and perform this Agreement and any Statement(s) of Work; that Organization shall comply with laws and regulations applicable not-for-profit organizations engaged in charitable fundraising;
 - (ii) Organization shall comply with all laws and regulations as necessary to lawfully conduct this Agreement or any Statement(s) of Work; and
 - (iii) Organization shall not knowingly supply material to PeerWorks which infringes on the intellectual property rights of any third party and, to the best of its knowledge, any materials supplied by Organization shall be original and non-infringing work of Organization, its employees, agents, subcontractors or consultants, or are permitted by a valid license between Organization and the owner thereof.

8. Indemnification.

(a) PeerWorks shall defend, indemnify and hold harmless Organization, and its respective officers, directors, agents, contractors and employees, from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including reasonable attorneys' fees expended in enforcing this Agreement or in pursuing any rights granted under this clause) arising directly or indirectly from, or out of:

- (i) any wrongful or negligent act, error or omission of PeerWorks its officers, directors, authorized agents, contractors, employees, consultants or any other party acting on its behalf in connection with this Agreement or any Statement(s) of Work;
- (ii) any breach of PeerWorks's warranties and representations as set forth in this Agreement; or
- (iii) any material failure to comply with its obligations under this Agreement.

(b) Organization shall defend, indemnify and hold PeerWorks and its officers, directors, agents, contractors and employees harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including reasonable attorneys' fees expended in enforcing this Agreement or in pursuing any rights granted under this clause) arising directly or indirectly from or out of:

- (i) any wrongful or negligent act, error or omission of its officers, directors, authorized agents, contractors, employees, consultants or any other party acting on its behalf in connection with this Agreement or any Statement(s) of Work;
- (ii) sales, use or property taxes, or other government assessments, arising from this Agreement or any Statement(s) of Work related to purchases, rentals or the use of public property or facilities in connection with this Agreement or any Statement(s) of Work;
- (iii) any material breach of the Organization's warranties and representations as set forth in this Agreement; or
- (iv) any material failure to comply with its obligations under this Agreement.

(c) Notwithstanding any other provision of this Agreement, neither party shall have liability under or in connection with this Agreement for consequential, incidental, or indirect **damages**. Further, in no event shall either party's total liability under or in connection with this Agreement whether in contract, tort, strict liability or otherwise due to any cause whatsoever include expenses that cannot be cancelled with reasonable commercial efforts.

(d) The provisions of this section shall survive the expiration or early termination of this Agreement.

9. **Sub-Contractors.** PeerWorks may utilize sub-contractors and vendors to provide services or personnel to fulfill its obligations of this Agreement or any Statement(s) of Work.

10. **Independent Contractor Declaration.** It is understood and agreed that PeerWorks is acting as an independent contractor in the performance of this Agreement or any Statement(s) of Work, and nothing contained in this Agreement shall be deemed to create an agency, joint venture or partnership between PeerWorks and Organization. No party to this Agreement shall hold itself out contrary to the terms of this clause. Without limiting the foregoing, neither party shall bind the other party, nor purport to bind the other party, to any obligation without the other party's specific written authorization.

11. **Additional Documents and Approval Process.**

(a) Upon request, each party shall provide the other party with any documents required in the normal course of business, or as required by any government authority, banks and insurance companies, that are consistent with the terms of this Agreement and are reasonably necessary to carry out the intent and purpose of this Agreement or any Statement(s) of Work.

(b) Unless otherwise indicated, each party will make reasonable efforts to respond to requests for approval within three (3) business days. If a party cannot reasonably respond within three (3) business days, it will notify the other party of its anticipated response date. Requests for review and approval in less than three (3) business days shall include a requested response date and the reason for expedited review. Each party shall endeavor in good faith to respond to all requests for review and approval on a timely basis.

12. **Liability and Force Majeure.**

(a) Organization shall be liable for and shall indemnify PeerWorks against any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by Organization or member of the Group or any Substitute of the terms of this Agreement including any negligent or reckless act, omission or default in the provisions of the Services.

(b) The maximum of the liability of PeerWorks to Organization shall be limited to € 10.000,-- (ten thousand euro) per incident.

(c) In no event PeerWorks shall be liable for any lost data or content, lost profits, business interruption or for any incident, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the activities of Organization or any member of the Group

(d) PeerWorks shall not be deemed in breach of this Agreement if PeerWorks is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of god or public enemy of the agency or any local, state, federal, national or international law, governmental order of regulation or any event beyond PeerWorks control (together, "Force Majeur"). Upon occurrence of any Force Majeur Event, PeerWorks shall give notice to Organization of its liability to perform or of delay in completing the services and shall propose, if possible, revisions to the schedule for completion of the services.

13. **Notices.** All notices required or permitted hereunder shall be in writing and deemed duly given when personally delivered or sent by mail in a manner providing written confirmation of delivery, return receipt requested or via regularly scheduled courier service providing written confirmation of delivery to the

address specified in the Statement of Work.

14. **Miscellaneous.**

(a) **Waiver and Modification.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties concerning such subject matter. No waiver or modification of any provision hereof may be made unless by a written instrument duly executed by each party. Any waiver or breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term or condition. The failure of any party to insist upon strict performance of any term or condition hereunder shall not constitute a waiver of such party's right to demand strict compliance therewith in the future.

(b) **Assignment.** Neither party may assign this Agreement or delegate any right or obligation without the other party's prior written consent; provided, however, that PeerWorks shall have the right to assign this Agreement to any corporate affiliate or successor of all or substantially all of its business.

(c) **Entire Agreement.** This Agreement, including the attached Statement of Work document, contains the entire understanding of the parties relating to the subject matter in this Agreement and merges all prior discussions between them. This Agreement cannot be modified except by a written instrument signed by an authorized representative of both parties. To the extent that any provision of this Agreement shall be in conflict with any provision of the Statement of Work document, the provisions of this Agreement shall govern, except to the extent that the applicable Statement of Work expressly and specifically states the intent to supersede this Agreement in relation to a specific provision.

(d) **Severability.** In the event that any provision of this Agreement shall be adjudicated void, illegal, invalid or unenforceable, the remaining terms and conditions shall not be affected, and each of the remaining terms and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law, unless a party demonstrates by a preponderance of the evidence that the invalid provision was an essential economic term of the Agreement.

(e) **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of the district court in the city of Amsterdam

(f) **Attorney's Fees.** If any action at law or in equity is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(g) **Judicial or Arbitral Interpretation.** Should any provision of this Agreement require judicial or arbitral interpretation, it is agreed that the terms of this Agreement shall not be more strictly construed against any party, since all parties have participated in the negotiation of this Agreement and were given sufficient opportunity to consult legal counsel before the execution of this Agreement.

(h) **Headings.** The headings and titles contained in this Agreement are for the sake of convenience only and have no bearing on the content or substance of this Agreement.

(i) **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.