

## FUNDRAISING AGREEMENT

This Fundraising Agreement (the "Agreement") is made between YEAR ON DECK FUNDRAISER, (the "Fundraiser") located at 1516 E Tropicana Road, Suite #240-2, Las Vegas, Nevada 89119 and (the "Organization"),

### RECITALS

WHEREAS, The Fundraiser is knowledgeable and has expertise in matters pertaining to promotional events, fund-raising, donor development and donor relations; and

WHEREAS, The Organization desires to hire Fundraiser to perform certain managerial, marketing and fund-raising services to assist it in accomplishing the purposes of the Organization;

THEREFORE, based upon the foregoing and in consideration of the mutual covenants, conditions and promises contained in this Agreement, it is agreed as follows:

1. Services. Organization hires Fundraiser to provide the following services:
  - a. Fundraiser will manage and supervise a fundraiser for Organization, which will entail the creation and sale of its proprietary Year on Deck playing cards to retail customers, which will be comprised the Organization's students, faculty, staff, and any other interested third persons. Specifically, the Organization will provide Fundraiser with information and current yearbook photographs of participating students of their Organization. Thereafter, all participating Students' pictures will be uploaded by Fundraiser into its proprietary Year on Deck Fundraiser Application, where only the members (define?) of the Organization are allowed to vote anonymously for their respective participating students in certain superlative categories. The student with the most votes in each superlative category will be featured for that school year with their name and picture (& profile?) in a customized Year on Deck playing card deck for that specific organization. Fundraiser will be responsible for safeguarding all participating students' information and photographs.
  - b. From time to time Fundraiser shall work on Organization's behalf to provide advisory counsel and technical support for Organization. Such counsel and support shall be utilized in the drafting of marketing solicitation advertisements by telephone, direct mail, or any other means approved by the Organization. Fundraiser's services shall also include the design, production and placement of art work, media advertising, and other promotional collateral materials requested by Organization.

- c. Fundraiser shall provide Organization with a written report each month detailing its activities on Organization's behalf, and to inform Organization immediately of any delays or problems encountered in fulfilling its obligations hereunder. Fundraiser shall comply with all laws applicable to the services hereunder, and when performing any work on Organization's premises, comply with any Organization rules and procedures which are disclosed to Fundraiser.
  - d. The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Fundraiser and the Organization. An approved Activity Plan shall be regarded as a part of this Agreement.
  - e. At its sole cost and expense, Fundraiser shall comply with all laws applicable to the services hereunder, and when performing any work on Organization's premises, comply with any applicable Organization rules and procedures. Fundraiser agrees to regularly communicate with Organization about the progress and status of the services and all work projects, and to inform Organization immediately of any delays or problems encountered in fulfilling its obligations hereunder.
2. Compensation. The compensation between Fundraiser and Organization is as follows:

The compensation ("Compensation") will vary depending on the number of Year on Deck playing card decks sold. Specifically, the Organization will be compensated by Fundraiser for any amounts over and above the cost per deck allotted in the following schedule ("Schedule"):

1. 100 to 499 decks are \$15.00 per deck.
2. 500 to 999 decks are \$11.32 per deck.
3. 1000 to 1499 decks are \$10.28 per deck.
4. 1500 decks and up are \$10.00 per deck.

Fundraiser will be allowed to keep as its sole revenue the cost per deck in the Schedule, and Organization will earn as its Compensation any amounts over and above the cost per deck in the Schedule. The Organization is free to retain the Compensation, or may direct Fundraiser to donate the Compensation in the Fundraiser's name to a designated cause or charity.

Fundraiser will receive their Compensation at the time of ordering.

3. Project Expenses.

- a. All project expenses for the Fundraiser will be incurred by Fundraiser, with no reimbursement by Organization.
4. Duties of the Organization. To facilitate and assist Fundraiser in the performance of the services, Organization will provide Fundraiser with, or access to, all pertinent material and data Organization has with respect to the matters for which Fundraiser is hired. Accordingly, Organization will authorize one of its employees to spend such time with Fundraiser as is reasonably necessary to educate Fundraiser concerning the needs, history and objectives of Organization which will enable Fundraiser to render the services described herein. This education time shall not be invoiced to Organization as part of the services rendered by Fundraiser.
5. Representations and Warranties.
  - a. Organization warrants and represents the following:
    - i. It is duly organized and in good standing in its state of incorporation.
    - ii. All information given to Fundraiser about Organization and its projected use of any funds raised as a result of Fundraiser's advice or services is complete, accurate and true to the best of its knowledge.
  - b. Fundraiser warrants and represents the following:
    - . All work will be done in a good and workmanlike manner in accordance with this Agreement;
    - i. It is duly organized as a business corporation under the laws of the State of Nevada as of June, 2020.
    - ii. It is duly licensed to engage in the business activities contemplated herein, and particularly, that it has or will comply with all requirements of United States law pertaining to fundraising, charitable solicitation and professional fundraisers;
    - iii. Organization shall not be liable to any third parties for the acts or omissions of Fundraiser in the performance of this Agreement. Fundraiser agrees to indemnify and hold Organization harmless from and against all loss, liability, damage, penalty or expense of any kind which Fundraiser may incur, pay or have asserted against it, by reason of the services rendered hereunder, and any negligence or willful act of Fundraiser.
    - iv. It has not at any time been disqualified or refused registration or licensing as a solicitor or professional fund raiser in any state.
  - c. The parties agree that all representations and warranties made by them shall survive the termination of this Agreement.
6. Limited Liability.

- a. Organization shall not be liable to any third parties for the acts or omissions of Fundraiser pursuant to this Agreement. Fundraiser agrees to indemnify Organization and all of its related organizations, employees, agents, officers and directors, and hold the same harmless from and against all injury, loss, liability, expense, damage, penalty or expense of any kind which Fundraiser may sustain, incur, pay or have asserted against him/her, by reason of the performance or nonperformance of any services to be rendered hereunder, any negligence or willful act of Fundraiser, or the participation of Fundraiser in any event or activity sponsored or authorized by the Organization.
  - b. Fundraiser agrees to indemnify Organization and all of its related organizations, employees, agents, officers and directors, and hold the same harmless from and against any and all damages, liabilities, costs, and expenses (including but not limited to attorney's fees, employment taxes, fringe benefits and other benefits of employment) incurred by Organization as a result of any claim or proceeding made or brought by any person, organization or governmental agency by reason of the performance or nonperformance of any services to be rendered hereunder, any negligence or willful act of Fundraiser, or the participation of Fundraiser in any event or activity sponsored or authorized by the Organization.
  - c. Organization shall indemnify and hold Fundraiser harmless from and against any and all actual damages, liabilities, costs, and expenses (including but not limited to attorney's fees) incurred by Fundraiser as a result of any claim or proceeding based in whole or in part on Organization's activities under this Agreement.
7. Copyrights and Technical Data. Fundraiser may author, conceive, or contribute to copyrightable works, in whole or in part, as part of the services performed for Organization. All such works and copyrights shall be the sole property of Organization or its designee, and Fundraiser shall assign to Organization or its designee all right, title and interest in such works, and execute, acknowledge and deliver any instruments confirming the complete ownership by Organization or it or its designee of such works which it may reasonably request. Fundraiser waives any right or alleged right to royalties, license fees or any other remuneration from the sale of any product or material developed pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.
8. Non-disclosure of Confidential Matter. Fundraiser shall not at any time, except as authorized in writing by Organization, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Organization, or any other matter

concerning Organization's operations. Fundraiser shall safeguard and protect from the review, analysis, or copying by unauthorized persons all manuals, programs, donor lists or other information which is provided to Fundraiser by Organization under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

9. Independent Contractor. a) Fundraiser is not hired as an employee of Organization but as an independent contractor. Fundraiser verifies that he/she is performing such services for a specified recompense for a specified result, he/she maintains a separate business, and holds himself/herself out to the public for the purpose of rendering services for a fee. This representation is given in consideration of the Fundraiser being able to perform the services which are rendered pursuant to this Agreement. Fundraiser will not have, nor claim to have, any power or authority to create any contractual or other obligation whatsoever (either express or implied) in the name of or on behalf of Organization. b) Accordingly, the Fundraiser may not claim to be acting in the capacity of an officer, employee or servant of Organization, and shall not make any claim, demand or application for any right or privilege which might be claimed, demanded or applied for by a person employed by Organization, including, without limitation, workers' compensation, unemployment insurance, social security, salary, bonuses, retirement, membership and credit or any like employment benefit under applicable law, collective bargaining agreement or custom. All rights under Nevada law applicable to the employees of Organization are hereby expressly waived. c) During the term of this Agreement, Organization grants the limited exclusive right to Fundraiser to perform the services described in Paragraph 1a). Moreover, Organization agrees not to market, solicit, license, sell, contract, engage, or have an interest directly or indirectly, solely, or with any other persons, entities, or fundraising companies, in any similar service(s) performed by Fundraiser for Organization, and as specifically described in Paragraph 1a) of this Agreement, which would otherwise compete or conflict with Fundraiser, their products or services. Nothing in this Agreement shall prevent Fundraiser from rendering similar services for other clients, or Organization from engaging in other fundraisers.
10. Term. The term of this Agreement shall commence on the date signed and continue until terminated as described below.
  - a. This Agreement shall automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party.

- b. This Agreement may be terminated at the option of either party, and any further obligations of the party giving such notice thereafter excused, upon:
- . Five (5) days prior written notice by either party of the material breach of the terms of this Agreement by the other party;
  - i. The failure of Fundraiser to communicate with or provide services to Organization for a period of two consecutive weeks, except for extraordinary reasons beyond Fundraiser's control; or
  - ii. Sixty (60) days prior written notice without cause, by either party.
11. Notices. Any notice given under this Agreement must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
12. Assignment. This Agreement shall inure to the benefit of the successors and assigns of Organization. However, the rights and obligations of Fundraiser under this Agreement are personal to Fundraiser and are not assignable by it to any other person.
13. Entire Agreement. This Agreement contains the entire agreement between Fundraiser and Organization, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof. No supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Fundraiser and Organization.
14. Advice of Counsel. Each party hereto, by its due execution of this Agreement, represents that it has reviewed each term of this Agreement with Counsel, and that hereafter no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel. Each party has had the opportunity to receive independent legal advice with respect to the advisability of making the compromise and settlement provided for herein and with respect to the advisability of executing this Agreement.
15. Execution of Agreement. This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to each party's counsel, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
16. Waiver of Breach. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
17. Severability. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral

manner and not more strongly for against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

18. Attorney's Fees and Costs. In the event a lawsuit, arbitration or mediation is initiated by either party, the party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
19. Arbitration. Any claim or controversy that arises out of or relates to this Agreement or the alleged breach of it, and which cannot be settled by the parties will be settled by submission to the American Arbitration Association for arbitration in accordance with the rules and procedures then obtaining.
20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Nevada.