



CLIENT GIVING SERVICES AGREEMENT

This Client Giving Services Agreement, including the attachments and exhibits hereto or incorporated herein by reference (if any, including any Statement of Work) (collectively, the “*Agreement*”), is made and entered into as of the Effective Date (the date when you electronically accept the terms and conditions) by and between UBACK, INC., a Delaware corporation with offices located at 4108 Park Road, Suite 215, Charlotte, NC 28209 (“*uBack*”), and the entity identified below (the “*Client*”).

1. **DEFINED TERMS.** Capitalized terms used but not otherwise defined in this Agreement are used as defined in this Section 1.

1.1. “*Administrative Portal*” means the administrative portal made available by uBack for the Client to register its employees to use the Giving Platform, to remove its employees from the Giving Platform and for the other reporting features, if any, forming part of the Services set forth on Schedule A.

1.2. “*App*” means the proprietary software application(s) for mobile devices that uBack makes available for download by individual consumers for their personal, non-commercial use under the terms of a non-exclusive license for purposes of making Donations or Volunteering. The App will be generally available under the brand *UBACK*™ on smartphones running the Apple iOS and the Google Android operating system, subject to each of Apple and Google permitting the App to be distributed through their respective application stores, or under such other brands or in such other formats as uBack may determine from time to time.

1.3. “*Charity*” means a non-profit organization to which Donations are available to be made or Participating Users may commit to Volunteer by using the Giving Platform. Available Charities may change from time to time without notice to the Client or Participating Users in uBack’s sole discretion.

1.4. “*Contract Year*” means, (a) in respect of the initial Contract Year, the period beginning on the Effective Date and ending 12 full calendar months after the Effective Date and (b) thereafter, each successive 12-month period during the Term. If this Agreement is terminated before the end of a full Contract Year, the final Contract Year shall include the number of days in the period from the first day of such Contract Year until the termination date.

1.5. “*Donation*” means the contribution of funds or goods by a Participating User to a Charity using the Giving Platform.

1.6. “*Giving Platform*” means the Client’s dedicated page on the App or the Website, as applicable under the terms of this Agreement.

1.7. “*Intellectual Property Rights*” are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell and importing patented subject matter and from practicing patented methods; (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

1.8. “*Participating Employees*” means, at any given time, the employees of the Client who are registered to use the Giving Platform.

1.9. “*Participating User*” means, at any given time, any Participating Employee or any member, contractor, subcontractor, representative, or other agent of the Client who is registered to use the Giving Platform.

1.10. “*Party*” means each of uBack and the Client.

1.11. “*Proprietary Information*” means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use or disclosure of the data and information. As a non-exhaustive list of examples, Proprietary Information includes information regarding a Party’s financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand. To be clear, however, information in this list of examples is only considered Proprietary Information for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party, and only for so long as the information

holds value, as reasonably determined by the disclosing Party, by virtue of remaining confidential. Information may be Proprietary Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.

1.12. “*Term*” means the period beginning on the Effective Date and ending on the date this Agreement is terminated in accordance with the terms hereof.

1.13. “*Volunteer*” or “*Volunteering*” means a Participating User’s making a commitment to a Charity using the Giving Platform to volunteer his or her time to such Charity.

1.14. “*Website*” means the website(s) made available by uBack to individual consumers for their personal, non-commercial use for purposes of making Donations or Volunteering.

2. SERVICES AND PROCESS.

2.1. Services. On the terms and conditions set forth in this Agreement, uBack will provide to the Client the services set forth on Schedule A hereto (the “*Services*”).

2.2. Process. The Client acknowledges that the Client will need to register through the Administrative Portal all employees that desire to use the Giving Platform in order for uBack to grant access to such employee. The Client further acknowledges that Participating Users will need to download the App on their mobile devices in order to make Donations or Volunteer via the App. uBack will make the Giving Platform available to Participating Users without charge to the Participating Users. The Parties acknowledge and agree to implement the following procedures for purposes of facilitating Donations by Participating Users:

(a) Donations via the Giving Platform’s Payment System. A Participating User electing to make a Donation via the Giving Platform’s payment system must provide his or her payment information (consisting of credit or debit card information, or other payment data) via the Giving Platform to permit uBack to collect funds by electronic funds transfer or credit card charge. uBack will place the authorized funds into an account maintained by uBack, verify the availability of the funds for the Donation, and, promptly following such verification, will transfer the Donation, less the Processing Fee, to the designated Charity.

3. FEES; TAXES.

3.1. Processing Fee. The Client acknowledges and agrees that: (a) uBack will receive commissions on Donations made via the Giving Platform’s payment system pursuant to uBack’s agreements with Charities, and (b) uBack will also

deduct such commissions from the aggregate amount of Donations before forwarding the net amount of contributions to the applicable Charities, and in each case all such commissions shall be the sole and exclusive property of uBack (such commissions expressed as a fixed percentage of aggregate Donations, collectively, the "*Processing Fee*"). The Processing Fee may change from time to time as agreed between uBack and the applicable Charities, but the Processing Fee applied to Donations in any Contract Year will not exceed the maximum Processing Fee provided on Schedule A.

3.2. Initial Donation. In consideration for the Services and in order for Client to activate its profile, the Client shall donate at least \$50.00 through the Giving Platform. The donation will be pooled with certain other initial donations and, together with such other donations, the donation will be donated to the nonprofit of the winning client's choice, with such winning client being determined in a manner determined by uBack in its sole discretion.

3.3. Tax Responsibilities. Each Party shall be responsible for paying all taxes imposed upon it in respect of the Services provided or fees paid hereunder. In particular, without limitation, the Client shall be solely responsible for all taxes, insurance, benefits and obligations related to its employees. In no event shall uBack be responsible for withholding any amounts from any Donations for taxes, unless required by applicable law.

3.4. Expenses. Each Party agrees to bear its own expenses when exercising its rights and performing its duties under this Agreement.

3.5. Receipts. uBack will issue an electronic transaction receipt ("*Electronic Receipt*") to each Participating User for each Donation made by the Participating User via the Giving Platform. uBack makes no representation or warranty regarding the sufficiency of the Electronic Receipt for tax purposes of either the Participating User or the Client.

4. **CONFIDENTIALITY AND PROPRIETARY RIGHTS.**

4.1. Basic Duties Regarding Proprietary Information.

(a) With regard to information that one Party discloses to the other, the disclosing Party is the "*Owner*," and with regard to information it receives from the other, it is the "*Recipient*." The Recipient agrees not to disclose or permit access to the Owner's Proprietary Information, except to the Recipient's employees and agents who are informed of the confidential nature of the Proprietary Information and who have agreed in writing or who are otherwise legally bound to treat the Owner's Proprietary Information in a manner consistent with Recipient's duties under this Agreement. The Recipient will not use the Owner's Proprietary Information except (i) as necessary to perform the Recipient's duties under this Agreement; and (ii) in any other manner that this Agreement expressly authorizes. Even after termination of this Agreement, the

Recipient will continue to treat Proprietary Information received from the other Party in accordance with this Agreement, for so long as the information fits the definition of "Proprietary Information," or until use and disclosure of the information would no longer be restricted even if this Agreement remained in full force.

(b) The Recipient's duties under this section will apply only to (i) information which is marked to clearly identify it as the Owner's Proprietary Information, or, if disclosed orally, which is identified as Proprietary Information both at the time of disclosure and again in a writing delivered by the Owner within a reasonable time; and (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Agreement.

4.2. Exceptions to Confidentiality Obligations. Even if some information would be considered Proprietary Information according to the definition stated in this Agreement, the Recipient will have no duties regarding that information if (a) the Recipient develops the same information without any use of information obtained from the Owner; or (b) the Recipient rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Recipient has no knowledge that the third party's provision of that information is wrongful; or (c) the information is made available to the general public without any direct or indirect fault of the Recipient.

4.3. Compliance with Legal Duties. The Recipient will not be in breach of this Agreement by delivering some or all of the Owner's Proprietary Information to a court, to law enforcement officials, and/or to governmental agencies, but only if it limits the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Owner. Unless prevented by law, the Recipient agrees to notify the Owner as far in advance as reasonably possible before the Recipient delivers the Owner's Proprietary Information to any of those third parties. If requested by the Owner, and if permitted by law, the Recipient will cooperate with the Owner, at the Owner's expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment by the applicable court, law enforcement officials or governmental agencies.

4.4. Attorneys and Accountants. The Recipient may permit its attorneys and accountants to view the Owner's Proprietary Information, provided that they are under legal or professional duties to maintain the information's confidentiality, and only for purposes of advising the Recipient regarding its legal rights and duties.

4.5. Due Diligence. If the Recipient is required to make information available to potential acquirers or investors to enable them to conduct due diligence, the Recipient may permit access to the Owner's Proprietary Information only if (i) the third party on whose behalf due diligence is conducted cannot reasonably be

considered a competitor of the Owner; (ii) the third party conducting due diligence agrees in writing to treat the information in a manner consistent with Recipient's duties under this Agreement; (iii) access to the Owner's Proprietary Information is limited to the minimum reasonably necessary for the purposes of due diligence; (iv) the Recipient retains possession and control of the Owner's Proprietary Information at all times, and supervises all access to the Owner's Proprietary Information; (v) the third party is prohibited from making photocopies, scans, photos or any other copies of the Owner's Proprietary Information; and (vi) the Recipient makes and retains complete and accurate written records of the identity of all individual persons having access for due diligence purposes, with the time(s) and scope of each person's access, and provides copies of such records to the Owner upon the Owner's request.

4.6. Protection of User Information. The Client agrees that, except for the reporting expressly set forth on Schedule A, uBack is under no obligation to provide personal information to the Client regarding any individual Participating User or any other person, and the Client acknowledges that uBack has an independent relationship with each user of the Giving Platform by means of the terms and conditions, as in effect from time to time, according to which uBack makes the App, the Website or other offerings available to the market. The Client further acknowledges that uBack may obtain, use and protect information regarding individual users of the Giving Platform according to its published privacy policy, as in effect from time to time, and the Client agrees that nothing in this Agreement may be interpreted to require uBack to use or disclose personal information regarding any individual in a manner inconsistent with such published privacy policy, except for the reporting expressly set forth on Schedule A. Notwithstanding the foregoing, to the extent consistent with its published privacy policy and agreements with users, uBack may from time to time offer or provide information to the Client that relates to individual users of its services, and in such cases the Client agrees that all such information shall be considered uBack's Proprietary Information and may not be used or disclosed by the Client except as permitted by this Agreement or as authorized by uBack in writing.

4.7. Limited Trademark Permission.

(a) The Client hereby grants to uBack a limited, non-exclusive, non-sublicensable license, solely during the Term, to use the Client's logo in the form provided by the Client to uBack for such purposes, and such other specific trademarks of the Client that the Client expressly identifies to uBack from time to time (the logo and such other trademarks, collectively, the "*Client Licensed Marks*"), for purposes of performing under this Agreement or for purposes of marketing uBack's services to third parties, which use may include, without limitation, posting the Client Licensed Marks on uBack's website, on the App or on uBack's social media pages together with the logos or marks of other customers of uBack; provided that uBack's use of the Client Licensed Marks shall comply with the Client's standard trademark usage guidelines as published from

time to time. Without limiting the foregoing, uBack agrees not to create or use any mark that is confusingly similar to the Client Licensed Marks, nor to modify or create any combination mark that includes or is derived from the Client Licensed Marks. uBack agrees not to challenge the Client's ownership of the Client Licensed Marks. uBack acknowledges that all goodwill arising in the Client Licensed Marks shall inure solely to the benefit of the Client, and, except for the limited license granted above, no other right is granted by this Agreement with respect to the Client's trademarks or service marks.

(b) uBack hereby grants to the Client a limited, non-exclusive, non-sublicensable license, solely during the Term, to use the specific trademarks and services of uBack that uBack expressly identifies to the Client from time to time (the "*uBack Licensed Marks*"), solely for purposes of performing under this Agreement, provided that (i) the uBack Licensed Marks may be used by the Client only to identify, and in association with, uBack and uBack's products, services and other offerings, as applicable, (ii) the Client shall comply with uBack's standard trademark usage guidelines as published from time to time, and (iii) the Client's use of the uBack Licensed Marks shall be subject to advance, written approval by uBack in each instance. Without limiting the foregoing, the Client agrees not to create or use any mark that is confusingly similar to the uBack Licensed Marks, nor to modify or create any combination mark that includes or is derived from the uBack Licensed Marks. The Client agrees not to challenge uBack's ownership of the uBack Licensed Marks. The Client acknowledges that all goodwill arising in the uBack Licensed Marks shall inure solely to the benefit of uBack, and, except for the limited license granted above, no other right is granted by this Agreement with respect to uBack's trademarks or service marks.

4.8. No Implied Licenses. The Client acknowledges that there are no licenses granted by implication under this Agreement. uBack reserves all rights that are not expressly granted herein. The Client further acknowledges that, as between the Parties, uBack and its licensors own all Intellectual Property Rights and proprietary interests that are embodied in, or practiced by, the Services, including, without limitation, all data gathered and obtained by uBack in connection with performing its obligations under this Agreement. To the extent any licenses are expressly granted by uBack in this Agreement, the Client understands and agrees that uBack grants such licenses only under Intellectual Property Rights that uBack owns or has the right to sublicense.

5. **REPRESENTATIONS; LIABILITY; INDEMNIFICATION.**

5.1. Representations and Covenants.

(a) Each Party represents to the other Party that such Party (i) is duly organized and validly existing in its jurisdiction of organization and (ii) has all corporate (or other entity, as the case may be) power to enter into this Agreement and perform its obligations hereunder.

(b) The Client shall comply with all laws and regulations applicable to charitable giving and any communications and other interactions with its employees in connection with this Agreement or the Services.

5.2. Disclaimers and Limits of Contractual Liabilities. Each Party represents that it is entering into this Agreement without relying upon any representation or warranty not expressly stated in this Agreement. UBACK SHALL HAVE NO RESPONSIBILITY TO VERIFY THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY A PARTICIPATING EMPLOYEE TO UBACK OR THE CLIENT OR OF ANY INFORMATION PROVIDED BY THE CLIENT TO UBACK. UBACK SHALL NOT BE RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE CONTENT OR RESULTS OF ANY VOLUNTEERING CONTRIBUTED BY A PARTICIPATING EMPLOYEE TO A CHARITY. UBACK DISCLAIMS, TO THE MAXIMUM EXTENT ENFORCEABLE BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF PERFORMANCE.

5.3. Exclusion of Certain Remedies. Neither Party will have liability for any indirect, incidental, consequential, special or punitive damages in connection with this Agreement, regardless of the theory of liability (including theories of contractual liability, tort liability, or strict liability), nor liability for lost profits, loss of data, loss of business opportunity, or business interruption, even if the Party from whom those damages are sought knew or should have known that those kinds of damages were possible. However, in the event that one Party breaches its duties regarding the other Party's Proprietary Information, any resulting damages suffered by the other Party will be considered direct damages for purposes of this Agreement, but those damages will not be subject to the limits imposed on recovery of direct damages by this Section.

5.4. Maximum Monetary Liability. In no event shall uBack be liable in connection with any particular claim for direct damages under this Agreement for any amount exceeding the Service Fee paid with respect to the Contract Year immediately preceding the event giving rise to that claim, and uBack's maximum aggregate liability associated with all claims under this Agreement shall never exceed the sum of all Service Fees paid by the Client to uBack hereunder.

5.5. Indemnity. The Client hereby indemnifies and agrees to defend and hold harmless uBack, its stockholders, directors, officers, employees, consultants and agents from and against any and all injury, death, loss, claim, damage, penalty, cost and expense whatsoever, including reasonable attorneys' fees, caused by or arising out of (a) the Client's breach of this Agreement or the breach or inaccuracy of any of the Client's representations herein or (b) the negligent acts

or omissions, fraud or willful misconduct of the Client or any of its employees, agents, consultants or representatives.

5.6. Excuse from Liability for Non-Performance Due to Force Majeure. If a Party is prevented from performing its duties under this Agreement (in the case of the Client, other than its obligations to pay the Service Fee) as a result of an event of *force majeure*, its failure to perform will not be considered a breach of this Agreement, and, subject to Section 6.2(c), its performance will be excused for the duration of the *force majeure*. For purposes of this Agreement, an event of “*force majeure*” refers to an act of god, war, natural disaster and other events beyond all reasonable control of the non-performing Party.

6. **TERM; TERMINATION.**

6.1. Term. The term of this Agreement shall be for a period six months unless earlier terminated in accordance with Section 6.2.

6.2. Termination. Either Party may terminate this Agreement or any Statement of Work for any reason or no reason upon 30 days’ prior written notice to the other Party.

6.3. General Consequences of Termination.

(a) Effective immediately upon termination of this Agreement, all licenses granted under this Agreement will become void, and neither Party will have continuing rights to use any Proprietary Information of the other Party or to exercise any Intellectual Property Rights having been licensed under this Agreement. As soon as can reasonably be accomplished after this Agreement is terminated, each Party will discontinue its use and will return the Proprietary Information and proprietary materials of the other Party. If a Party has payment obligations that have accrued but remain unpaid at the time of termination, the Party will make payment in full within 10 days after the termination date.

(b) If any Statement of Work is terminated in accordance with Section 6.2, this Agreement shall remain in effect in all other respects. If the Client’s election to terminate any Statement of Work in accordance with Section 6.2 would cause uBack to be unable to perform any other Service or Statement of Work in full without material changes to its systems or processes, uBack may elect to terminate the entire Agreement effective on the termination date requested by the Client with respect to such Statement of Work.

6.4. Continuing Force of Certain Provisions. Even if this Agreement is terminated, the Parties agree to remain bound by the provisions of Sections 1, 4, 5, 6.3, 6.4 and 7. The rights and duties created by those provisions will not expire or terminate, but will remain in effect for so long as the provisions themselves expressly state, or, if not stated, indefinitely. Each Party will retain

any claims accrued prior to expiration or termination, such as accrued rights to receive payments from the other Party.

7. **GENERAL CONTRACT PROVISIONS.** All notices given under this Agreement must be in writing and delivered to the receiving Party at the address set forth on the first page of this Agreement, or addressed to the recipient which the receiving Party has most recently designated for itself by proper notice. Notices will be deemed given when actually received. In providing the Services hereunder, uBack is acting as and shall be considered to be an independent contractor. Nothing contained herein shall be deemed or construed as creating the relationship of partnership, employer/employee, joint employers or joint venture between the Parties. If any provision of this Agreement is found unenforceable by a court, the remaining provisions shall remain in effect, and the Parties intend for the unenforceable provision to be enforced to the maximum extent permissible. This Agreement cannot be modified except in a writing executed by authorized representatives of both Parties. No waiver of a Party's performance will be effective unless expressly stated in writing and signed by an authorized representative of the waiving Party. This Agreement may not be assigned by either Party without the other Party's prior written consent, and without consent any purported assignment will be null and void, except that uBack may, without the Client's consent, assign this Agreement pursuant to a merger or reorganization, or in connection with the sale of all or substantially all of its assets to which this Agreement relates. This Agreement will be binding upon each Party's successors and permitted assignees. There are no intended third-party beneficiaries of this Agreement (and, for the avoidance of doubt, no Participating User is an intended third-party beneficiary of this Agreement). The section titles and headings in this Agreement are for convenience of reference only and may not be used to interpret the Agreement. This Agreement may be executed in multiple counterparts, all of which will be considered original copies, but together will constitute only a single contract. This Agreement shall be interpreted and governed according to the laws of the State of Delaware, without giving effect to any conflict of laws principles that would obtain a different result. The Parties agree that any disputes arising under this Agreement shall be resolved exclusively in the state courts located within New Castle County in the State of Delaware and each Party consents to the personal jurisdiction of such courts. This Agreement is the entire contract between the Parties regarding the subject matter herein, and this Agreement supersedes all prior and contemporaneous understandings regarding that subject matter.

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SCHEDULE A Services and Fees

Services*

Service (**highlight** all that apply):

Web-App Functionality

- Search, find and explore functionality
- Nonprofit Organization Profiles
- Nonprofit Event listings via the App
- Nonprofit Event sign-up via the App
- Nonprofit Organization Corporate Partner listings
- User Profile Creation and Management
- Nonprofit Organization Donations
- Nonprofit Organization Donation of Goods
- Nonprofit Organization Engagement Leaderboard

Admin Functionality:

- Tracking engagement during Nonprofit Events
- Reporting and data
- Communication Management and Delivery via e-mail

Other:

- Giving IQ Analytics
- Communication and collateral to engage employees

Fees

Maximum Processing Fee: The Processing Fee applied to Donations in any Contract Year will not exceed the greater of (a) 3.95 % or (b) the previous Contract Year's Processing Fee plus 1%.