

Terms and Conditions of Fundraiser Agreement

The purpose of this Agreement is to set out the TERMS & CONDITIONS for the successful operation of the Fundraising Program (“Program”) by Collegiate Cash Champion and the School / Organization / Group / Agent (“Client”). By either physically signing the “Fundraiser Sales Agreement” or by digitally signing this agreement, Client agrees to participate in the fundraiser and agrees to all terms below.

This Fundraiser Agreement (“Agreement”) is entered into by and between Collegiate Cash Champion, a Utah company (“Collegiate Cash Champion”), and the named organization (“Client”), and is effective as of the Effective Date defined below. Collegiate Cash Champion and Client may hereinafter be referred to individually as a “Party,” and collectively as the “Parties.” This Agreement, and any invoices delivered pursuant to this Agreement, is subject to the “Fundraiser Sales Agreement” which are incorporated by reference and made part of this Agreement and all invoices from Collegiate Cash Champion to Client.

THE TERMS AND CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS SHALL BE ACCEPTED.

1) **Fundraising Services.** The Fundraising Program consists of active promotion and sales by Client of a specific product (or products) from Collegiate Cash Champion. Client hereby enrolls in the selected fundraising campaigns and subject to Client’s fulfillment of its obligations under this Agreement, Collegiate Cash Champion shall provide to Client fundraising brochures and materials associated with the selected fundraiser, and any merchandise ordered by Client pursuant thereto. Client acknowledges and agrees that it is purchasing merchandise from Collegiate Cash Champion to resell to the public in its own name. Client shall refrain from holding itself out as a partner or affiliate of Collegiate Cash Champion.

2) **Minimum OBLIGATION OF Collegiate Cash Champion:**

1. Provide all promotional brochures, order forms, and tally sheets to conduct the Program.
2. Provide all products ordered.
3. Provide delivery of all promotional materials.
4. Provide delivery of all products ordered to the Client’s shipping address.
5. Provide free replacement for any damaged or missing merchandise.
6. Comply with all state and federal laws applicable to the Program.
7. (Optional) provide incentive prize(s) for sellers, if any or as applicable to a particular fundraising effort.

3) **Minimum OBLIGATION OF Client:**

1. Designate one, or more, sponsor person(s) to officially oversee, represent and be responsible for the entirety of the Program.
2. Designate members and/or employees of Client’s organization to coordinate and actively promote the Program.
3. Distribute brochures and all other necessary materials to the participants and keep them informed as to the Start Date and Ending Date of the Program.

4. Collect the funds from the sales made in the Program.
5. Submit all fundraising orders to Collegiate Cash Champion within nine (9) days of the Fundraising End Date with payment in the form of Money Order or the Client organization's check. Client agrees that all orders received through the Program will only be processed through Collegiate Cash Champion.
6. Provide secure facilities for storage of all products received, and handle, in a timely fashion, the distribution to the rightful purchasers.
7. Comply with all state and federal laws applicable to the Program, including any applicable state sales tax and use tax requirements.
8. Conduct the Program in a safe manner.
9. Obtain written consent of the sellers within Client's organization and/or the seller's parent(s) or legal guardian(s) for each minor seller, before engaging students and/or minors in promotion and/or sales efforts to achieve the goals of the fundraiser.

4) **Payment by Client.** All payments by Client pursuant to this Agreement shall be made payable to "Collegiate Cash Champion" only, and shall be remitted to the following address: 98 North Main Street, # 222, Clearfield, UT 84015, or such other address as Collegiate Cash Champion shall designate in writing. No other person or entity is authorized to accept payment on behalf of Collegiate Cash Champion. All payments shall be made by Money Order, Business or School Check, or Cashier's Check. There shall be a fee of \$35 returned (or bounced) check fee. All payments are due in full before merchandise shipment; provided, however, if Client is not associated with a public school district, Client must submit payment equal to all monies collected in association with the fundraiser prior to merchandise shipment. Collegiate Cash Champion reserves the right to withhold shipment until the merchandise is fully paid. In consideration of this Agreement, Client being the undersigned, unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Organization to Collegiate Cash Champion and understand that pre-payment may be required prior to shipment if financial condition or other circumstances warrant.

5) **Minimum/Additional Charges.** Client hereby acknowledges and agrees to the following minimum/additional charges (if applicable):

- a. For catalog/brochures, if less than 20 books sold, client shall pay \$0.25 for each brochure sent by Collegiate Cash Champion in reliance on fundraiser's sales commitments.
- b. Shipping costs for less than 20 books sold will be a minimum of \$6.95 for shipping and handling.
- c. Additional charges may accrue, including, but not limited to, charges for late orders submitted 48 hours after receipt of the original order; charges due to late or non-payment of invoices (see below); and charges arising from Client's receipt of promotions without meeting minimum promotion qualifications.

6) **Payment of Profit by Collegiate Cash Champion; Limitations.** Profit payable to Client is calculated by applying the contracted profit percentage to the total fundraiser retail sales. Once fundraiser processing is complete, Client will issue a check to Collegiate Cash Champion for the applicable retail payment less applicable profit percentage. Collegiate Cash Champion reserves the right to deduct any amounts due and owing by Client pursuant to this Agreement, if any, in lieu of shipping the number of books claimed by Client as sold. At no time shall Collegiate Cash Champion be liable to Client or Client's volunteer fundraisers or Client's customers in the event Client fails to remit all monies due

under the terms of this Agreement to Collegiate Cash Champion and for which Collegiate Cash Champion shall verify has cleared Collegiate Cash Champion's bank or account.

7) **Acceptance / Cancellation.** Client acknowledges and agrees that all merchandise sales are final and returns are only allowed if the merchandise delivered by Collegiate Cash Champion is damaged, or is not as described in Collegiate Cash Champion's brochure and/or sales materials, if any. Client agrees to inspect and account for all merchandise upon delivery by Collegiate Cash Champion. Collegiate Cash Champion will replace damaged or missing merchandise at no charge provided Collegiate Cash Champion is provided notice within 7 days of delivery. Client's failure to inspect the merchandise delivered hereunder as contemplated above shall constitute acceptance thereof, notwithstanding any defects or damages. Upon execution by an authorized representative of Collegiate Cash Champion and Client ("Effective Date"), this Agreement shall be binding upon all administrators, successors and assigns of both Collegiate Cash Champion and Client. In the event that Client terminates this Agreement without submitting an order for merchandise, Client agrees to pay a cancellation fee equivalent to: (i) all costs and expenses incurred by Collegiate Cash Champion relating to the printing and shipping of brochures; and (ii) all product or cash incentives advanced by Collegiate Cash Champion to Client, if any.

8) **Promotions.** From time to time, Collegiate Cash Champion may offer promotional events which may include giveaways or student prize programs. The existence and terms governing any and all promotional events will be published to the Collegiate Cash Champion website. In the event Collegiate Client elects to participate in any available promotion, Client agrees to follow and be bound by the Terms of the promotion as published on the Collegiate Cash Champion website. Client acknowledges that client may need to have a minimum amount in retail sales in order to qualify for the promotion and/or other Collegiate Cash Champion sponsored sign-on bonuses (if any).

9) **Taxes.** Client shall be responsible for the collection and remittance of all applicable federal, state and local taxes, including without limitation, all sales taxes relating to the resale of any merchandise provided by Collegiate Cash Champion pursuant to this Agreement.

10) **Qualifying Requirements.** Collegiate Cash Champion Fundraising programs are provided exclusively to assist groups and organizations who are raising funds to benefit the types of causes listed below. The Fundraising pricing structure reflects Collegiate Cash Champion's commitment to helping our communities and is not designed to provide discounted pricing to individuals or groups to use our products for personal gain and/or commercial profit or for any purpose other than those described below. Both for-profit organizations and not-for-profit organizations may be approved to conduct a Collegiate Cash Champion Fundraiser when the Fundraiser proceeds will be fully used to benefit a group/cause that is one of the following types (verification required for approval):

EDUCATIONAL - proceeds are being used to support a school or educational institution or a school-related organization (e.g., club/student/parent group; athletics; band/choral; school equipment; student development; scholarships).

RELIGIOUS - proceeds are being used to support faith-based activities or church-related organizations (e.g., youth group; missions; benevolent programs; building fund; congregational support).

CHARITABLE - proceeds are being used to support a registered 501(c) charitable organization.

COMMUNITY - proceeds are being used to support community-based activities devoted exclusively to charitable, educational, or recreational purposes and not for individual or commercial gain.

Approval of this agreement is at the sole discretion of Collegiate Cash Champion.

11) **Entire Agreement.** This Agreement, as incorporated by reference into the signed Sales Agreement, constitutes the entire agreement between Collegiate Cash Champion and Client, and supersedes all prior agreements, understandings, purchase orders and/or requests, whether written or oral, relating to the subject matter of this Agreement. No representation or statement not contained in the original of this Agreement shall be binding upon Collegiate Cash Champion as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by the authorized representatives of both Collegiate Cash Champion and Client. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their authorized successors and assigns. Client expressly disclaims having relied upon any representation or statement concerning any merchandise provided by Collegiate Cash Champion pursuant to this Agreement except to the extent such representation or statement is set forth in this Agreement.

12) **LIMITATIONS ON LIABILITY:** Collegiate Cash Champion is not responsible for the results of Client's fundraiser as each fundraiser project is unique and dependent upon the efforts of the organization and its participants. COLLEGIATE CASH CHAMPION WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE COLLEGIATE CASH CHAMPION WEBSITE, OR SERVICE OFFERINGS (DEFINED BELOW), EVEN IF SUCH DAMAGES ARE FORESEEABLE OR COLLEGIATE CASH CHAMPION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COLLEGIATE CASH CHAMPION'S AND/OR ANY OF ITS AFFILIATES' AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE COLLEGIATE CASH CHAMPION WEBSITE, AND/OR SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO SCHOOL IN THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. THE PROGRAM, THE COLLEGIATE CASH CHAMPION WEBSITE, AND ANY PRODUCTS, SERVICES AND/OR PUBLICATIONS OFFERED BY COLLEGIATE CASH CHAMPION, WHETHER THROUGH THIS FUNDRAISING PROGRAM OR ON THE COLLEGIATE CASH CHAMPION WEBSITE OR ON ANY OTHER DOMAIN NAME OR SALES VENUE, COLLEGIATE CASH CHAMPION'S LOGOS AND TRADEMARKS, COLLEGIATE CASH CHAMPION'S AFFILIATES' DOMAIN NAMES, TRADEMARKS AND LOGOS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF COLLEGIATE CASH CHAMPION, ITS AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE COLLEGIATE CASH CHAMPION "SERVICE OFFERINGS") ARE PROVIDED "AS IS" AND "AS AVAILABLE." COLLEGIATE CASH CHAMPION MAY DISCONTINUE ANY SERVICE OFFERINGS, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERINGS, AT ANY TIME AND FROM TIME TO TIME, IN ITS SOLE DISCRETION. NEITHER COLLEGIATE CASH CHAMPION NOR ANY OF ITS AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS OR INFORMATION CONTAINED WITHIN THE PUBLICATION(S) AND/OR BROCHURE(S) WILL FUNCTION AS DESCRIBED, CONSISTENTLY

OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER COLLEGIATE CASH CHAMPION NOR ANY OF ITS AFFILIATES WILL BE RESPONSIBLE FOR ANY ERRORS, INACCURACIES, RECEIPT OR DENIAL OF SCHOLARSHIP OPPORTUNITIES OR INTERRUPTIONS OF SCHOLARSHIP OR OTHER COLLEGE FUNDING OPPORTUNITIES.

13) **Warranties.** COLLEGIATE CASH CHAMPION EXPRESSLY DISCLAIMS AND EXCLUDES ALL GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, INDUCEMENTS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO ANY MERCHANDISE PROVIDED PURSUANT TO THIS AGREEMENT. COLLEGIATE CASH CHAMPION SHALL NOT BE LIABLE FOR: (I) PERSONAL INJURY; (II) PROPERTY DAMAGE; (III) LOSS OF REVENUE OR PROFIT; OR (IV) OTHER INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES UNLESS CAUSED BY COLLEGIATE CASH CHAMPION'S GROSS NEGLIGENCE. ADDITIONALLY, COLLEGIATE CASH CHAMPION SHALL NOT BE LIABLE TO CLIENT FOR: (A) CLIENT'S EXPENDITURES FOR SUBSTITUTE MERCHANDISE OR SERVICES; (B) CLIENT'S LOSS OF REVENUE OR PROFIT, (C) CLIENT'S FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS; (D) CLIENT'S STORAGE OR SHIPPING CHARGES; OR (E) OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF COLLEGIATE CASH CHAMPION'S FAILURE TO PERFORM UNDER THIS AGREEMENT, OR FROM CLIENT'S USE OR RESELL, OR INABILITY TO USE OR RESELL, ANY MERCHANDISE PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF COLLEGIATE CASH CHAMPION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL SUCH CLAIMS ARE HEREBY EXPRESSLY WAIVED BY CLIENT.

14) **Indemnification.** Client shall at all times indemnify and hold Collegiate Cash Champion, its successors and assigns, and any officers, directors, employees, representatives and/or agents of each of them, harmless from and against any and all liabilities, obligations, claims, damages, fines, penalties, interest, taxes, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees imposed upon or asserted against, or incurred by, Collegiate Cash Champion in any suit, action or proceeding between Client and Collegiate Cash Champion, or between Collegiate Cash Champion and any third party, related to or arising from or by reason of, performance of any of the terms, covenants or conditions of this Agreement, or the use, modification, consumption, resale and/or distribution of any merchandise sold hereunder, to include damage to any property resulting from or with respect to Client's conducting of or administrating it's fundraiser. Collegiate Cash Champion shall have no liabilities regarding lost sales, funds not collected, or lost profits of the Client's fundraiser. In the event any suit, action or proceeding is brought against Collegiate Cash Champion, or filed upon Collegiate Cash Champion's request and at Client's sole expense, Client shall defend such suit, action or proceeding, or cause the same to be defended, by counsel designated and approved by Collegiate Cash Champion. Client's obligations under this paragraph shall survive the expiration or termination of this Agreement.

As provided for under common law, and to the extent specifically authorized by Statute, Collegiate Cash Champion hereby agrees to indemnify and hold the School District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the grossly negligent acts of any officer, employee, and agent or other representative of Collegiate Cash Champion and which are not caused or materially contributed to by any officer, employee, agent or other representative of the School

District.

15) **Delivery.** Client shall not terminate this Agreement for delays in delivery or other cause until fifteen (15) business days after written notice of such intention has been actually received by Collegiate Cash Champion, and Client shall be obligated to accept any portion of the merchandise which is shipped by Collegiate Cash Champion during such period. Collegiate Cash Champion shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Collegiate Cash Champion's control including, without limitation, delays of carriers or suppliers, receipt of orders exceeding its suppliers then scheduled production capacity, governmental acts and regulations, fires, floods, strikes, lockouts, riots, insurrections, war or acts of terrorism. Collegiate Cash Champion reserves the right to make delivery in installments and all such installments shall be separately invoiced, and if need be paid for, when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.

16) **Late Charges / Default.** In the event Client fails to pay any charges or amounts due to Collegiate Cash Champion pursuant to this Agreement, all such outstanding charges and invoices shall be subject to a monthly service charge of \$25, and all outstanding amounts shall accrue interest at a rate of 25% per annum (or the maximum interest rate allowable pursuant to law if lower) until paid in full. All payments shall be applied first to the payment of any interest and service charges, and then to the reduction of principal due and owing. Collegiate Cash Champion reserves the right to send any Client account to a third-party collection agency in the event any payment due pursuant to this Agreement remains unpaid for more than 60 days after it become due and owing. Client hereby agrees to pay all and costs of collection, including Collegiate Cash Champion's reasonable attorney's fees, regardless of whether a lawsuit or other action is commenced.

17) **Employment/Employee Background Checks.** Client shall be fully and solely responsible (the liabilities and responsibilities of its officers, directors, administrators, employees, agents, contractors, or other representatives are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document and/or entering into this Agreement you are attesting to the fact that your officers, directors, administrators, employees, agents, contractors, or other representatives working on School Board or District property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with applicable State Statute and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime prohibited for said personnel by applicable State Statute, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of Client.

18) **Confidentiality.** Collegiate Cash Champion agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which Collegiate Cash Champion has obtained, except as necessary or desirable to further the business of Client. This obligation will survive indefinitely upon termination of this Agreement.

19) **Acts of Negligence.** Each party is responsible for acts of negligence of its

employees and agents.

20) **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21) **Governing Law, Jurisdiction and Venue, and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah, irrespective of the choice of law rules of any jurisdiction. This Agreement shall be construed without reference to any law, rule or principle of construction against the drafter in the event of any uncertainty or ambiguity. Each party hereby waives trial by jury and stipulates and submits to exclusive personal and subject matter jurisdiction over any conflict between them arising from or related to this Agreement or the Program in either the state or federal courts located in Davis County, Utah. Each party stipulates to service of process being effective upon it by email sent to the address for notice provided in this Agreement, as such address may be changed from time to time. In the event of any litigation arising from this Agreement or the performance thereof, the Parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and all other expenses incurred in connection with the action, whether or not taxable as costs, in addition to any other relief to which it may be entitled. Any suit between the Parties hereto, other than one seeking payment of the purchase price due hereunder, shall be commenced, if at all, within one (1) year of the date that the claim accrues.

TO THE EXTENT POSSIBLE, THE PARTIES DESIRE TO EXPEDITE THE RESOLUTION OF DISPUTES AND MINIMIZE ASSOCIATED COSTS. CLIENT AND COLLEGIATE CASH CHAMPION EACH WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT THE RIGHT TO A JURY TRIAL IN ANY ACTION, COUNTERCLAIM, DISPUTE OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT OR THE PROGRAM. THIS WAIVER IS KNOWINGLY AND VOLUNTARILY MADE BY CLIENT AND BY COLLEGIATE CASH CHAMPION. Notwithstanding anything to the contrary, Collegiate Cash Champion may seek injunctive or other relief in any court of competent jurisdiction for actual or alleged infringement of Collegiate Cash Champion's or any other intellectual property or proprietary rights. Client acknowledges and agrees that Collegiate Cash Champion's rights in such intellectual property are special, unique, and extraordinary, giving them value which cannot be readily estimated or adequately compensated in money.

22) **Waiver.** The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

23) **Authority.** As additional consideration hereunder, Client hereby represents and warrants to Collegiate Cash Champion that it has the full right, power, and legal authority to execute and deliver this Agreement and to consummate the transactions contemplated

hereby. Client further represents and warrants to Collegiate Cash Champion that the person executing this Agreement on behalf of Client is doing so with all necessary authority and that this Agreement constitutes a legal, valid and binding obligation of Client enforceable against Client in accordance with its terms.

24) **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

25) **Termination.** This agreement can be terminated by either party upon giving 30 days notice. If the agreement is terminated due to no fault on the part of Collegiate Cash Champion, then Client is responsible for the success fee of ten percent (10%) of all product that has been committed up to the date of termination.

26) **Reservation of Rights.** Other than as expressly set forth herein, Collegiate Cash Champion reserves all right, title and interest (including all intellectual property and proprietary rights) in and to the Fundraising Program, the Publication Content, Collegiate Cash Champion website Content, any domain names, trademarks, logos and any other intellectual property of Collegiate Cash Champion or its affiliates. Nothing within this Agreement provides Client a license to Collegiate Cash Champion's intellectual property.

27) **Notices.** Collegiate Cash Champion may send notices, approvals, notifications and other communications relating to the Fundraising Program and this Agreement to the email address provided above for the Client Contact. Client is solely responsible for keeping such email address and other account information up-to-date. Client will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if it is no longer current. In addition, Client consents to Collegiate Cash Champion: (a) sending Client emails relating to the Fundraising Program and/or Client's Fundraising Affiliate account(s), if any. Client may send notices to Collegiate Cash Champion via email to fundraiser@collegecashchampion.com, which will be effective 48 hours after receipt by Collegiate Cash Champion.

28) **Relationship of Parties.** Collegiate Cash Champion and Client are independent contractors, and nothing in this Agreement is intended to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Collegiate Cash Champion and Client. Collegiate Cash Champion has no relationship with or involvement in Client's decisions as to how Client's organization(s) will market and/or achieve the fundraiser's goals. Collegiate Cash Champion believes that those within Client's organization who will conduct the marketing and/or achieve the fundraisers goals will be volunteers. As volunteers, Client will ensure that:

- (a). each volunteer and/or the minor volunteer's parent(s) or legal guardian(s) understands that the volunteer and/or the volunteer's parent(s) or legal guardian(s) shall control the dates and times when the volunteer does any work and that Collegiate Cash Champion has absolutely no responsibility for scheduling any volunteer's work effort;
- (b). each volunteer and/or the minor volunteer's parent(s) or legal guardian(s) understands that the volunteer will not be compensated for any time spent volunteering, nor shall volunteer be entitled to benefits, including but not

- limited to employment insurance benefits, upon the termination of this agreement or as a result of any service in furtherance of the fundraiser's goals;
- (c). each volunteer and/or the minor volunteer's parent(s) or legal guardian(s) understands that participation as a volunteer may require periods of physical exertion, i.e. standing, walking, lifting and carrying boxes or containers of books, and will require the exercise of reasonable care to avoid injury, and that volunteer voluntarily participates in this activity with knowledge of the hazards and potential dangers involved, and agrees or, if a minor, the minor volunteer's parent(s) and/or legal guardian(s) agrees, to accept any and all risks of personal injury and property damage;
 - (d). each volunteer and/or the minor volunteer's parent(s) or legal guardian(s) understands that, as consideration for volunteering for Client, the volunteer and/or the volunteer's parent(s) and/or legal guardian(s) agree that he/she, and their assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Collegiate Cash Champion or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of client as a result of volunteering;
 - (e). each volunteer, or the parent(s) and/or legal guardian(s) of minor volunteers on behalf of the minor volunteer, shall hereby release and discharge Collegiate Cash Champion and its officers, employees, agents and contractors from all actions, claims, or demands that the volunteer, the minor volunteer's parent(s) and/or legal guardian(s), the volunteer's heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting from volunteer's participation in the fundraising effort;
 - (f). each volunteer and/or the minor volunteer's parent(s) or legal guardian(s) understands that if the volunteer is injured in the course of the fundraising effort, the volunteer is not covered by Collegiate Cash Champion's Workers' Compensation Program, and that volunteer and/or minor volunteer's parent(s) or legal guardian(s) shall be responsible for medical costs incurred by such accident, illness or injury.

Client shall ensure that any release, the significance of the release, and assumption of risk have been explained to and are understood each volunteer and the parent(s) and/or legal guardian(s) of each minor volunteer participating in the fundraising effort for or on behalf of Client's organization.

Client agrees that (a) it is not an agent of Collegiate Cash Champion; (b) is not authorized to make any representation, contract, or commitment on behalf of Collegiate Cash Champion, other than as authorized in writing by an officer of Collegiate Cash Champion; and (c) will be solely responsible for all tax returns and payments required to be filed with respect its performance of services and receipt of fees under this Agreement. If applicable, Collegiate Cash Champion will report amounts paid to Client as part of the fundraiser by filing appropriate forms with the Internal Revenue Service or other State Tax Authority, as required by law.

29) DISCLAIMERS. THE PROGRAM, COLLEGIATE CASH CHAMPION WEBSITE, ALL ITS COMPONENTS, RELATED PRODUCTS, CONTENT AND TECHNICAL PERFORMANCE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE EDUCATIONAL CONTENT ON THE COLLEGIATE CASH CHAMPION WEBSITE AND WITHIN COLLEGIATE CASH CHAMPION PUBLICATIONS ARE

FOR ENTERTAINMENT PURPOSES ONLY. COLLEGIATE CASH CHAMPION USES ITS BEST EFFORTS TO MAINTAIN ACCURATE EDUCATIONAL CONTENT THROUGHOUT ALL AREAS OF THE COLLEGIATE CASH CHAMPION WEBSITE AND COLLEGIATE CASH CHAMPION PUBLICATIONS. COLLEGIATE CASH CHAMPION DOES NOT, HOWEVER, REPRESENT OR IMPLY THAT COLLEGIATE CASH CHAMPION PUBLICATIONS AND/OR MATERIALS SATISFIES STATE OR NATIONAL REQUIREMENTS FOR CURRICULUM. NEITHER COLLEGIATE CASH CHAMPION, ITS AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, COLLEGIATE CASH CHAMPION AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS AND/OR PUBLICATIONS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT.

30) **Miscellaneous.** This is the entire agreement among the parties with respect to the subject matter hereof, superseding all prior written or oral representations, negotiations, agreements and understandings between the parties. Client may not assign this Agreement in any manner without Collegiate Cash Champion's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the Parties and their respective successors and assigns. Headings are inserted for the convenience of the parties only and shall not be interpreted to modify the contractual language within each section. Any updates or determinations that may be made by Collegiate Cash Champion, any actions that may be taken by Collegiate Cash Champion, and any approvals that may be given by Collegiate Cash Champion, may be made, taken, or given in Collegiate Cash Champion's sole discretion.

31) **AUTHORITY; FULL UNDERSTANDING.** BY PARTICIPATING IN THE FUNDRAISER AND BY SIGNING THE SALES AGREEMENT, YOU INDICATE THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND BY SUBMITTING CLIENT'S APPLICATION, CLIENT AND ADVISOR, PRESIDENT, DEAN, AND/OR PRINCIPAL, WHICHEVER APPLICABLE, AGREE AND REPRESENT THAT (a) AN AUTHORIZED PERSON HAS READ AND UNDERSTANDS THIS AGREEMENT, (b) CLIENT AND ADVISOR, PRESIDENT, DEAN, AND/OR PRINCIPAL, WHICHEVER APPLICABLE, HAVE HAD THE OPPORTUNITY TO SEEK LEGAL COUNSEL TO THE EXTENT THEY DESIRE TO DO SO, (c) THIS AGREEMENT WILL BE BINDING ON CLIENT AND ADVISOR, PRESIDENT, DEAN, AND/OR PRINCIPAL, WHICHEVER APPLICABLE, AND (d) CLIENT AND ADVISOR, PRESIDENT, DEAN, AND/OR PRINCIPAL, WHICHEVER APPLICABLE, INTEND TO COMPLY WITH ALL TERMS HEREOF.

BY CONTINUING TO PARTICIPATE IN THE FUNDRAISING PROGRAM FOLLOWING NOTICE OF ANY CHANGE OR REVISION OF THIS AGREEMENT ON THE COLLEGIATE CASH CHAMPION SITE, CLIENT (e) AGREES TO BE BOUND BY THE CHANGES OR REVISION OF THIS AGREEMENT; AND (f) ACKNOWLEDGES AND AGREES THAT IT HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE FUNDRAISING PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT: AND (g) REPRESENTS AND WARRANTS THAT IT IS LAWFULLY ABLE TO ENTER INTO CONTRACTS AND THAT IT IS AND WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT. IN ADDITION, IF THIS AGREEMENT IS BEING AGREED TO BY A CORPORATION OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS AGREEMENT ON BEHALF OF THAT ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT ENTITY TO THIS AGREEMENT.

32) **Guaranty of Performance.** The signing Organization Sponsor hereby becomes surety for and irrevocably and unconditionally guarantees performance of all provisions of this Agreement, including prompt payment of all invoices due to Collegiate Cash Champion by the Client Organization.

33) **Signature.** The Sales Agreement, which incorporates this Agreement, may be executed electronically, by telex, telecopy or other facsimile transmission, and may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.