



4Me4We Business Affiliate Agreement

THIS BUSINESS AFFILIATE AGREEMENT (“**Agreement**”) is effective as of _____, 2016 (the “**Effective Date**”), between **4Me4We LLC**, a Delaware corporation with an address at 1000 Executive Parkway, Suite 230 MO 63141 (“**4Me4We**”), and _____ with an address at _____ (“**Affiliate**”).

WITNESSETH

WHEREAS, 4Me4We has created an innovative new program for charitable giving whereby individual members of 4Me4We (each a “**4Me4We Member**”) generate charitable donations through purchasing goods and services from various businesses (each a “**4Me4We Business Affiliate**”) who have agreed to donate a percentage of every purchase made by a 4Me4We Member to a qualifying charity of the 4Me4We Member’s choice that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (each a “**4Me4We Charity Affiliate**”); and

WHEREAS, this new donation channel is facilitated by 4Me4We’s Mobile App (the “**4Me4We App**”) and internet portal (the “**4Me4We.com**”) which provides 4Me4We Members access to 4Me4We Business Affiliates and 4Me4We Charity Affiliates; and

WHEREAS, each donation generated by a qualifying transaction between a 4Me4We Member and a 4Me4We Business Affiliate is collected by 4Me4We from the 4Me4We Business Affiliate; and

WHEREAS, 4Me4We disperses the donations collected from the 4Me4We Business Affiliates directly to the 4Me4We Charity Affiliates that have been selected by the 4Me4We Member; and

WHEREAS, Affiliate desires to enroll into the 4Me4We program as a 4Me4We Business Affiliate; and

WHEREAS, 4Me4We desires to enroll Affiliate into the 4Me4We program as a 4Me4We Business Affiliate.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement, the parties agree as follows:

1. **4Me4We Enrollment.**

(a) 4Me4We shall enroll Affiliate into the 4Me4We program as a 4Me4We Business Affiliate and will list Affiliate as such on 4Me4We.com and the 4Me4We App. As a 4Me4We Business Affiliate, Affiliate agrees to pay to 4Me4We the donations as outlined in Section 2 below. Affiliate hereby grants to 4Me4We a non-exclusive and royalty free license to use Affiliate’s name, logos, trademarks, and service marks (collectively, the “**Affiliate Trademarks**”) in conjunction with the operation of the 4Me4We program, which shall include without limitation the right to (i) use the Affiliate Trademarks on the 4Me4We App, 4Me4We.com, and in other advertising, promotional and display materials related to the 4Me4We program, and (ii) establish one or more links by means of any technology, whether now known or hereafter to become known, from 4Me4We.com and the 4Me4We App to Affiliate’s website, and to display such links on 4Me4We.com and on the 4Me4We App.

(b) 4Me4We will provide Affiliate access to certain statistical information collected by 4Me4We in connection with purchases made by 4Me4We Members from Affiliate (the “**Data**”). The types of Data shared with Affiliate shall be determined by 4Me4We in its sole discretion and may be changed by 4Me4We from time to time. Any Data or other information shared with Affiliate shall remain the property of 4Me4We and 4Me4We shall retain all right, title, and interest therein. Affiliate shall have a limited, non-exclusive, non-

transferable, revocable license to use such Data solely for Affiliate’s internal business purposes. Affiliate will maintain the Data in complete confidence and shall not sell, distribute, repurpose, repackage, transfer, share, allow access or otherwise disclose the Data to any third party without 4Me4We’s prior written consent. Affiliate will comply with all applicable data security laws, regulations, industry standards, and contractual obligations relating to the collection, use, processing, or storage of the Data by the use of appropriate physical, administrative, and technical safeguards to provide against unauthorized disclosure of personal information. Affiliate shall maintain appropriate measures, policies, and/or procedures to ensure that any third party that has access to the Data also complies with this Agreement and all applicable data protection laws and requirements. Affiliate will promptly notify 4Me4We of any unauthorized use or access of the Data of which Affiliate becomes aware within a reasonable amount of time to allow for analysis, preparation of an incident response, and disclosure as required, such time is not to exceed five days. Affiliate agrees to cooperate with 4Me4We in actions undertaken to remedy any data security incident and comply with all applicable data breach notification laws.

(c) Affiliate shall use commercially reasonable efforts to inform its customers of the 4Me4We program including without limitation a link (in a form reasonably acceptable to 4Me4We) from Affiliate’s website to 4Me4We.com. Affiliate may use the 4Me4We name, logos,

trademarks, and service marks (collectively, “**4Me4We Trademarks**”) to refer to Affiliate’s involvement in the 4Me4We program as a 4Me4We Business Affiliate provided that any such use of the 4Me4We Trademarks shall be subject to 4Me4We’s prior written approval and any additional restrictions that 4Me4We may provide to Affiliate from time to time. 4Me4We may revoke Affiliate’s ability to use the 4Me4We Trademarks at any time by giving Affiliate written notice.

(d) 4Me4We may change (at 4Me4We’s sole discretion and without liability to Affiliate or any other third party) the 4Me4We program, the requirements of the 4Me4We program, and/or any terms and conditions associated with the 4Me4We program at any time upon written notice to Affiliate.

2. Donation Percentage and Payment Terms.

(a) For all purchases made by 4Me4We Members from Affiliate, Affiliate agrees to pay to 4Me4We _____ percent (____ %) of the gross sales proceeds from those purchases (the “**Payment Amount**”). 4Me4We shall transfer eighty percent (80%) of the Payment Amount to the applicable 4Me4We Charity Affiliates chosen by the 4Me4We Members who made those purchases (the “**Donation Amount**”). 4Me4We will retain the remaining twenty percent (20%) of the Payment Amount as a fee for the services provided by 4Me4We in connection with the 4Me4We program (the “**4Me4We Fee**”). From time to time, Affiliate may run special events in which Affiliate agrees to increase the Payment Amount to more than _____ percent (____ %) of the gross sales proceeds from purchases made during the special event (a “**Special Event**”). In the event Affiliate desires to run a Special Event, Affiliate shall provide to 4Me4We at least ____ days’ prior written notice before the commencement of the Special Event. Such notice shall include the additional percentage that Affiliate is offering to pay during the Special Event.

(b) 4Me4We shall submit to Affiliate a monthly statement detailing (i) the total amount of purchases from Affiliate that were scanned/inputted/uploaded into the 4Me4We system by 4Me4We Members in the previous month, and (ii) the Payment Amount Affiliate is required to pay to 4Me4We as provided in Section 2(a) above. Affiliate shall pay all statements within fifteen (15) days after receipt.

(c) 4Me4We shall use commercially reasonable efforts to disburse the Donation Amount to the various Charity Affiliates chosen by the 4Me4We Members whose purchases generated that amount within fifteen (15) days after 4Me4We’s receipt of the Payment Amount from Affiliate.

(d) Upon Affiliate’s written request but in no event more than once per year and upon the parties agreeing to a mutually acceptable confidentiality agreement, 4Me4We shall allow Affiliate reasonable access to 4Me4We’s books and records so that Affiliate may (at Affiliate’s sole cost) retain an independent certified public accounting firm to conduct an independent audit with respect to the Payment

Amount made by Affiliate under this Agreement in the previous ____ year(s). Any audits shall be performed at such a time and in such a manner so as to not impact 4Me4We’s normal business operations. The independent audit may review the accuracy of the Payment Amount and whether the Donation Amount was properly paid. If the parties agree to the conclusions of the independent audit, the parties shall carry out those conclusions within thirty (30) days after the conclusion of the independent audit. If any party disagrees with any of the conclusions of the audit report, the parties agree to arbitrate the conclusions upon which a party disagrees.

3. Other Obligations. Affiliate agrees (at Affiliate’s sole cost) to purchase and install the necessary technology/programs so that receipts generated by Affiliate in connection with transactions with its customers contain a QR code approved by 4Me4We. Such QR code will be used to assist 4Me4We Members in uploading receipt information to the 4Me4We App and/or 4Me4We.com. Affiliate further agrees to take such other actions as reasonably requested by 4Me4We to assist 4Me4We in enhancing the 4Me4We program.

4. Termination. The term of this Agreement shall commence on the Effective Date and shall continue until either party terminates this Agreement as provided herein.

(a) Either party may terminate this Agreement for convenience and without cause upon 30 days’ prior written notice to the other party.

(b) 4Me4We may terminate this Agreement for cause upon two (2) days written notice in the event Affiliate fails to pay any Payment Amount due hereunder within sixty (60) days after it becomes due.

For purposes of clarification, in the event of any termination of this Agreement, Affiliate agrees to pay the Payment Amount (as provided herein) for any purchases that are completed by 4Me4We Members prior to the termination of the Agreement even if such purchases are not scanned/inputted/uploaded into the 4Me4We system until after the termination date.

5. Waiver of Warranties. 4ME4WE DOES NOT OFFER ANY WARRANTIES WITH RESPECT TO THE 4ME4WE PROGRAM, THE 4ME4WE APP, 4ME4WE.COM, OR THE SERVICES PROVIDED BY 4ME4WE HEREUNDER. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, 4ME4WE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS.

6. Limitation of Liability and Release. EXCEPT FOR 4ME4WE’S OBLIGATIONS TO TRANSFER THE

DONATION AMOUNT TO THE APPLICABLE 4ME4WE CHARITY AFFILIATES AS PROVIDED IN SECTION 2 ABOVE, UNDER NO CIRCUMSTANCES WILL 4ME4WE BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AFFILIATE'S PARTICIPATION IN THE 4ME4WE PROGRAM, AND/OR ANY ACCESS TO, USE, INABILITY TO USE OR THE RESULTS OF USE OF 4ME4WE.COM OR THE 4ME4WE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE, OR ANY OTHER LEGAL THEORY OR COMBINATION OF LEGAL THEORIES AND WHETHER OR NOT 4ME4WE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AFFILIATE HEREBY RELEASES 4ME4WE FROM ALL SUCH CLAIMS. IN NO EVENT WILL 4ME4WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY/GUARANTEES, CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE, AND AFFILIATE HEREBY RELEASES 4ME4WE FROM ALL SUCH CLAIMS.

7. **Miscellaneous.** (a) The rights and duties under this Agreement are not assignable or transferable by Affiliate, in whole or in part, by operation of law or otherwise, without the prior written consent of 4Me4We that may be granted or withheld in its sole discretion. Any assignment or attempted assignment in contravention of the foregoing shall be null and void. (b) This Agreement and its execution, performance, interpretation, construction and enforcement shall be governed by the law, both procedural and substantive, of the State of Delaware without regard to its conflicts of law rules. (c) Any action or proceeding between Affiliate and 4Me4We relating to this Agreement shall be administered by J.A.M.S. and maintained exclusively in St. Louis County, Missouri. (d) This Agreement shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between 4Me4We and Affiliate concerning the subject matter hereof. There are no understandings, inducements, commitments, conditions, representations or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, from either party to the other, other than as contained in this Agreement. (e) Affiliate shall not claim any amendment, modification or release of any provisions hereof unless the same is in writing and signed by 4Me4We. (f) No waiver by either party of any breach of any

terms, conditions or obligations under this Agreement shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations hereunder. (g) 4Me4We and Affiliate are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under this Agreement or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this Agreement or otherwise at law, except with respect to 4Me4We's obligations to transfer the Donation Amount to the applicable 4Me4We Charity Affiliates as provided in Section 2 above. (h) This Agreement is solely for the benefit of, and shall inure to the benefit of, 4Me4We and Affiliate, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein. (i) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions and the remaining provisions shall remain in full force and effect. (j) Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages and governmental restrictions. (k) EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

8. **Arbitration.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING WITH RESPECT TO AN AUDIT PERFORMED UNDER SECTION 2(D) OF THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE J.A.M.S. UNDER ITS COMMERCIAL ARBITRATION RULES. ALL SUCH ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN ST. LOUIS, MISSOURI, U.S.A.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

4Me4We LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



4ME4WE
giving by living