

Terms and Conditions for easyPG® Program

These terms affect your access to and participation in the easyPG® program. Please read them carefully.

Thank you for considering Breakthrough Philanthropy, Inc.'s (BPI) easyPG® program to learn more about planning giving! The purpose of the different easyPG® programs is to give you or your organization ("You") the foundation of information You need to make smart, strategic choices in developing planned giving campaigns.

1. *The Services.* BPI shall provide You only the educational and general informational services offered in the easyPG® program level you've chosen., BPI does not guarantee any particular result from the easyPG® program. BPI easyPG® program services are offered on a non-exclusive basis. You acknowledge that BPI shall not provide any specific fundraising or solicitation services and/or in connection with any of Your current or potential donors. Should You request that BPI provide fundraising counsel or professional fundraiser services, we shall enter into a separate agreement in accordance with the NYS Executive Law.

2. *Intellectual Property.* You acknowledge and agree that any all rights including, but not limited to, intellectual property rights, in any documents, manuals, templates, webinars, videos, strategy, and collateral materials provided by BPI (the "Materials"), shall vest in and belong to BPI and shall not be deemed a "work made for hire" within the meaning of the copyright laws of the United States. You agree to execute any and all documents and instruments which BPI may deem necessary to assign, convey, assert, and/or protect, its rights in the Materials. Notwithstanding the foregoing, as to any templated Materials that BPI provides to You, BPI grants You a royalty-free, worldwide, non-exclusive right to use, alter, and incorporate the templated Materials in connection with Your fundraising activities only, without further compensation to BPI. You acknowledge that injury to BPI resulting from Your violation of this paragraph 2 will be of such a character that it cannot be adequately compensated by money damages and, accordingly, BPI may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining such violation, and no bond or other security shall be required in connection with such injunction. The terms and conditions of this paragraph shall survive the termination of this Agreement.

3. *Payments and Termination.* Monthly payments must be made in advance. Upon registering online and providing BPI with Your credit card information, BPI shall charge the specified account for the first month at the level of service selected and on an automatic monthly basis thereafter for duration of the program. You can save \$100.00 on Level 1, 2, or 3 programs by paying for the program in full up front. You may cancel this agreement at any time, provided You submit written notice to email to BPI at info@BreakthroughPhilanthropy.com with "CANCELLATION NOTICE" in the subject line at least 5 business days before the next service month begins. If You pay on a monthly basis, failure to cancel timely will result in Your being charged for the next service month. If You pay in full, You will be entitled to a refund of 50% if You cancel within the first thirty (30) days of the program, and twenty-five percent (25)% if you cancel within the first sixty (60) days of the program. No other refunds will be permitted. BPI may cancel any arrangement for ongoing support services at least 5 business days before the next service month begins.

4. *Independent Contractor/Duty to Report Income.* BPI acknowledges that it is acting as an independent contractor in connection with this Agreement and that it is solely BPI's obligation to report as income all compensation received from You pursuant to this Agreement.

5. *Warranties and Indemnification.* The easyPG® Materials are provided "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. BPI expressly

disclaims any duty to update or revise the Materials although BPI may modify the Materials at any time without notice. Your use of the Materials is at your sole risk, and you assume full responsibility for any costs associated with your use of the Materials. BPI shall not be liable for any damages of any kind related to your use of the Materials. You agree to defend, indemnify and hold BPI harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Materials and/or your breach of any representation, warranty, or other provision of the Agreement.

6. *General.* We reserve the right to update or modify this Agreement at any time without prior notice. *(i) Dispute Resolution.* This Agreement is made pursuant to, and shall be construed under, the laws of the State of New York. The parties consent to the jurisdiction of all appropriate courts and/or tribunals in the City, County, and State of New York. The parties agree that, if an action is commenced, they shall accept service of process by certified mail, return receipt requested. *(ii) Assignment and Modification.* Neither BPI nor You shall assign this Agreement or delegate its duties hereunder. No waiver, amendment, or modification of this Agreement shall be valid unless in writing and signed by both parties. *(iii) Authority to Sign.* If You are an organization, You acknowledge that You have the power and authority to bind the organization and that such action has been approved by the organization's Board of Directors. If you are an individual, you acknowledge that you are over the age of 18 years. *(iv) Waiver.* No waiver of breach or default of any provision of this Agreement shall be considered a waiver of any subsequent breach or default of any kind or nature. *(v) Severability.* The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement, shall not affect the validity of the remaining provisions or parts thereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) or part(s) of provision(s) were omitted. *(vi) Entire Agreement.* This Agreement constitutes the entire understanding and agreement between the parties with respect to the Services and Materials and supersedes all prior agreements and understandings between the parties. There are no other representations, warranties, promises, covenants, or understandings other than those expressly set forth herein.