

THE ROOTS FUNDRAISING™ SERVICES AGREEMENT

This is a legal agreement between Palos Verdes Peninsula Unified School District ("Client") having a principal place of business at 375 Via Almar, Palos Verdes Estates, CA 90274 and Roots Holding, Inc. ("Roots ") a Delaware corporation having a principal place of business at 28364 S. Western Ave. #30, Rancho Palos Verdes, CA 90275.

1. **SERVICES PROVIDED BY ROOTS.** For the term of this Agreement, Roots shall provide Client with its Roots Fundraising services ("Services"). Roots retains all right, title and interest in and to the Services, all materials furnished by Roots , and all trademarks, service marks and trade names worldwide, subject to a limited license necessary to perform this Agreement.
2. **FEES AND PAYMENT.** Roots will collect all funds raised using the Services, as actually received and collected by Roots by the 7th day following the last day of each month. The following fees and payments are approved for a special management agreement for the following clubs and organizations directly related to only schools belonging to the Palos Verdes Peninsula Unified School District. In regards to Direct Donations, Roots will retain an administrative fee in the amount of Five-percent (5%) of all such funds collected ("Administrative Fee") and transfer the remaining amount, or ninety five percent (95%), to Client no later than the 14th day of each month in which such funds are collected. In regards to Business Givebacks, Roots will retain an administrative fee in the amount of Nine-percent (9%) of all such funds collected ("Administrative Fee") and transfer the remaining amount, or ninety one percent (91%), to Client no later than the 14th day of each month in which such funds are collected. In addition to the above mentioned Giveback percentage, any of the PVPUSD directly approved associated organizations that are responsible for signing on a 1st time business to the Roots system will receive an additional Four-percent (4%) of the net givebacks generated from that business through the Roots Network. Roots' Administrative Fee shall cover reasonable banking fees for the performance of the Services.

3. TERM. Either party may terminate this agreement without cause, subject to a 60 (sixty) day notice to the other party. In any event this contract will expire five years (sixty months) from the date of District signature accepting this agreement.

4. CONFIDENTIAL INFORMATION. Each party shall treat the proprietary information of the other party as strictly confidential and shall not disclose such information to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law.

5. INDEMNITY.

5.1 BY ROOTS. Roots shall indemnify and defend Client against any claims that the Services delivered to Client infringes any United States patent or copyright, provided that Roots is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. Roots shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, or content created or furnished by or on behalf of Client or (ii) the alleged infringement is the result of a modification made by anyone other than Roots.

5.2 BY CLIENT. Client shall indemnify and defend Roots against any claims that any of Client's content provided and included on the app infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses.

5.3 BY ROOTS AND CLIENT. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.

6. WARRANTIES AND REPRESENTATIONS.

6.1 EACH PARTY. Each party warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has executed this Agreement, and (iii) it will comply with any applicable laws and regulations pertaining to this Agreement and the provision of Services. Roots warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards.

ROOTS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION). TO THE EXTENT PERMITTED BY LAW, AND

FURTHER ROOTS EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT (EXCEPT AS SPECIFICALLY PROVIDED), TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

6.2 ASSURANCES OF CLIENT. Client acknowledges that it is the end user of the Services and that Client has legal authority to accept funds collected on its behalf from business merchants. Client shall: (a) designate and provide a point of contact, responsible for decisions regarding the app, and for answering and resolving questions and issues relating to the Services; (b) provide to Roots all images and content, if any, desired for the app in the format required by Roots, and all images and content shall be legally permissible content that does not infringe any third party rights; (c) advise Roots of any changes to Client's operations, or banking relationships or other information that would require a change in the app; (d) obtain confirmation of purchases made by customers from merchants; (e) maintain responsibility for their own bank account and provide Roots accurate bank account and wire transfer instructions for deposits; (f) be responsible for security measures to protect their log-in credentials; and (g) pay all applicable fees and expenses as same become due.

7. LIMITATION OF LIABILITY. ROOTS 'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO HALF OF THE AMOUNT OF THE ADMINISTRATIVE FEE ACTUALLY RECEIVED FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL ROOTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. ROOTS SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF

ANY LOSS OR INTERRUPTION IN PROVIDING SERVICES DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES.

8. TERMINATION. Either party may terminate this Agreement in the event of a material default by the other and failure to cure such default within 10 days after notice thereof. In the event of any loss or interruption services due to causes similar to and including scheduled maintenance, repairs, or causes beyond the reasonable control or foreseeability of Roots, such loss or interruption shall not be a material default or cause for termination. Either party may also terminate this agreement without cause, subject to a 60 (sixty) day notice to the other party. In any event this contract will expire five years (sixty months) from the date of District signature accepting this agreement.

9. GENERAL. Roots shall have the right to withhold funds if, in its sole determination, such funds were obtained fraudulently, by mistake or for other reasons. Roots performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construct the existence of a partnership, joint venture, or agency relationship between Client and Roots. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. Except for Client's obligation to pay Roots, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above or otherwise designated from time to time in writing by the Parties. All notices shall be deemed given to the other party if delivered by registered or certified first class mail, postage prepaid; recognized courier delivery; electronic mail or fax. The terms of this

Section 9 shall survive termination of this Agreement. This Agreement shall be governed by the laws of the State of Delaware. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein, supersedes all prior oral and written understandings, and may only be amended or modified by a writing signed by a duly authorized representative of each party. This Agreement may be executed by facsimile.

CLIENT:

ROOTS HOLDING, INC.:

By: _____

By: _____

Name: Keith Butler

Name: Douglas H. Kato

Title: Associate Superintendent,
Business Services

Title: Chairman of the Board

Date: _____

Date: _____