

## Standard CauseMatch Agreement

### SERVICES AGREEMENT

This Services Agreement (the “Services Agreement” or “Agreement”) is a binding agreement between the customer identified in the Executive Summary (the “Customer”), and Cause Match, LLC (“CM”). The parties hereto may individually be referred to as a “Party,” and collectively as the “Parties.”

### EXECUTIVE SUMMARY

**Customer (organization name):** [REDACTED]

- Length and Timing of Campaign: [REDACTED]
- Amount of Crowdfunded Monies: [REDACTED]
- Amount of Matching Funds: [REDACTED]

#### **Services Provided by CM:**

1. Creative content production
  - Film: [Option \_\_\_\_] from [Appendix A](#).<sup>1</sup>
  - Graphics: assisting with the design of your campaign page including three custom graphics (Facebook featured image, matching coins graphic and matching table). Additional custom graphics can be created at 100\$USD/hour.
  - Assistance framing campaign “sell”. CM will draft the core messaging document for the campaign and Customer will provide edits.
  - Assistance scripting campaign marketing text (Customer will do the first draft and the CM team will help with edits and framing).
2. Campaign support and coaching: weekly meetings.
3. Email blast optimization: assist with language, formatting, style of ask, etc. Customer is responsible for preparing the first draft of all emails based on CM’s templates, and for sending the emails using Customer’s email client. Customer may elect to have CM draft its emails and format them with graphics and links using MailChimp for an additional fee of \$200 per language, for a total of up to 4 emails.
4. Data management assistance: A front-end system that enables you to bulk import donors (e.g. name, email, contact information) as well as a front-end system for exporting your database of donors at will.

**Fee:** 5% of crowdfunded monies.

*Please note, credit card processors (such as Stripe) have their own charges (this is universal for all online payment gateways). Stripe charges 2.9% + 30 cents/transaction.*

**Offline Donations:** Customer is aware that all donations solicited using the framework of the

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<sup>1</sup> Your video selection is also indicated in your Get Started Sign-up process



crowdfunding campaign, whether online or offline, are subject to the 5% fee. If Customer receives offline donations or pledges related to the campaign, it will promptly deliver such information to CM so that CM may reflect those amounts in the campaign total. CM shall be entitled to retain an additional 5% of the online of crowdfunded monies as a security against the offline donations and premium services. Any amounts retained in excess of the 5% entitlement to all donations solicited using the framework of the crowdfunding campaign, whether online or offline, will be returned to Customer within 10 days following the completion of the applicable crowdfunding campaign.

**Transfer of Funds:** In cases where Customer sets up a managed account, CM may deduct its fees prior to transferring Customer the crowdfunded monies. To the extent that CM does not or is unable to deduct its fees, Customer shall transfer CM said fees within 14 business days of receipt of an invoice. In cases where Customer does not set up a managed account, and CM receives and holds the crowdfunded monies on Customer's behalf, CM shall transfer Customer its funds, minus CM's fees and any credit card processing fees, within 14 business days of the campaign's completion. CM may retain up to 10% of Customer's funds for an additional period of 90 days to cover the cost of any disputed credit card charges by Customer's donors.

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CUSTOMER INITIALS

## **TERMS AND CONDITIONS**

### **1. Services.**

(a) CM Services. Upon the terms and subject to the conditions of this Agreement and the Proposal, CM will provide to Customer, on a non-exclusive basis, an online platform for charitable fundraising services and associated marketing services (the "Services") as described in further detail in the proposal (the "Proposal") attached hereto as Appendix A. The online portion of Services shall be provided through servers of CM or the cloud-service providers used by CM in the ordinary course of business. Customer shall not have access to the source code or executable code used to provide the Services.

(b) Customer's Input. Customer shall provide CM with relevant and accurate information regarding Customer's activities, both online and offline, and with accurate information with respect to the Customer's proposed campaign.

(c) Customer Warranty; Intellectual Property; Data; Privacy. Customer represents and warrants that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to CM for any purpose in connection with the provision of the Services ("Customer Content") are owned by Customer, or that Customer has received permission from the rightful owner(s) to use each of the elements. Customer represents that the Customer Content does not to the best of its knowledge infringe the intellectual property rights of any person, contain any libelous, defamatory or offensive content, or violate any applicable law or regulation. CM may use the Customer Content as necessary or helpful to provide the Services. Customer agrees to indemnify, defend and hold CM harmless from and against any third-party claims against CM or any of its affiliates arising from the use or display of any Customer Content provided by Customer. CM may delete or refuse to incorporate any Customer Content that does not comply with the foregoing representations or discontinue the Services if CM determines that any such content does not comply with the foregoing representations, infringes or violates, or may infringe or violate, any third-party rights or applicable law. Third parties may input data into the online website that makes the Services available to the public. As between the parties, CM shall have all right, title and interest in all data and information of third parties inputted by end users of the Services ("Data"). CM shall collect, use, store and transfer such Data in accordance with applicable law and its privacy policy. It is agreed that CM may use such Data to market other campaigns.

(d) Customer Warranty; Good Standing; Use of Funds. Customer warrants and represents that it is a not for profit organization in good standing in the country(ies) in which it holds such status. Customer warrants and represents that any funds it uses and represents in its campaign to be "matching funds" actually exist or are pledged to Customer, and that the "matching donor" is aware that its funds are being used in Customer's campaign and has approved such use. Customer further warrants and represents that any funds raised through its campaign will be used for the purpose(s) set forth in Customer's campaign page and marketing materials.

### **2. Payment.**

(a) Service Fees. Applicable fees shall be as set forth in the Proposal and shall be paid fully as set forth in the Proposal. Customer shall make payment to CM for actual out-of-pocket

expenses incurred by CM in any marketing or business development activities performed by CM in the course of providing the Services. CM shall provide Customer with receipts evidencing such expenses.

(b) Taxes. Fees charged for the Services do not include federal, state, local, sales tax, or any other taxes, duties, levies or any similar fees now in force or enacted in the future imposed on the transaction, all of which CM may add to its invoice and for which Customer will be responsible and liable to pay in full (net of withholding in applicable jurisdictions) when due.

(c) Offline Donations. It is agreed and acknowledged that Customer will also be running its standard existing marketing activities with respect to the campaign and may collect donations offline. Offline donations are any and all donations or pledges received by Customer using the framework of the campaign as solicitation (including but not limited to donations/pledges by phone, check, or wire transfer). Customer will track offline donations and deliver all such information to CM so that CM may upload such information onto its systems. For the avoidance of doubt, Fees will be paid with respect to offline donations and pledges.

### **3. Term and Termination.**

(a) Term. This Agreement shall remain in force until expiration of its term as set forth in the Proposal, unless earlier terminated as provided in Section 3(b) or otherwise in this Agreement. The targeted start date of the campaign is \_\_\_\_\_ at \_\_\_\_\_ Israel time. The campaign will last for approximately \_\_\_\_\_ days, until \_\_\_\_\_ at \_\_\_\_\_ Israel time.<sup>2</sup>

(b) Delay of Campaign Start Date. Customer shall not delay the start date of the campaign for more than 30 days unless CM consents to such delay in writing. Customer will notify CM of any anticipated delays at the earliest possible date. Any delays over 30 days that CM does not consent to in writing will be treated as a cancellation and will be subject to the cancellation fees outlined in subparagraph (d), below.

(c) Campaign Goal. The goal of Customer's campaign is \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is to be raised from the crowd (the "Crowdfunded Monies"). The goal of Customer's campaign may be modified at a future date by the Parties in writing.<sup>3</sup>

(d) Termination. Either CM or Customer may terminate this Services Agreement prior the end of the term provided pursuant to section 3(a) above without cause with 30 day prior notice. In the event of termination by either party, Customer will be responsible for paying CM for the fair market value of all work performed prior to termination, as determined by CM. If Customer terminates the Services Agreement less than 30 days prior to the start of the campaign, in addition to compensation for services already provided under the Agreement, Customer shall pay CM a cancellation fee equal to 1% of the Crowdfunded Monies, as listed in subparagraph (c) of this section and as subsequently modified by the Parties in writing.

(e) Survival of Rights and Obligations. The rights and obligations of the parties which by their nature would be expected to survive termination of this Agreement (including, without limitation, Section 5) shall so survive, shall remain in effect until fulfilled and shall apply to

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<sup>2</sup> These preferences are also indicated in your Get Started Sign-up Form

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respective successors and assignees.

#### **4. Warranties, Limitation of Liability.**

(a) Limited Warranty. CM represents and warrants that the Services shall be performed in a workmanlike manner and in accordance with any specifications and description of such Services as set forth in the Proposal. Without limitation, the warranty set forth in this Section shall not apply to the extent the Services rendered are affected by any of the following: (i) online or offline activity over which CM has no control; (ii) unauthorized actions of Customer personnel or third parties; (iii) modification by Customer or third party of any action taken by CM as part of the Services; (iv) force majeure; or (v) material failure of Customer to perform any of its obligations under this Services Agreement or other agreements between the Parties.

(b) Disclaimer of Warranty. THE WARRANTY SET FORTH IN SECTION 4(a) IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY CM. CM EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER EXPRESS WARRANTIES AND ALL DUTIES, OBLIGATIONS AND WARRANTIES IMPLIED IN LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CM DOES NOT WARRANT THAT THE SERVICES WILL BE USEFUL OR RESULT IN ANY ADDITIONAL FUNDS OR BUSINESS FOR CUSTOMER, AND DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICE WILL BE FREE OF BUGS, ERRORS, SYSTEM CRASH SITUATIONS, FEATURES OUT OF SERVICE OR UNAVAILABLE, AND DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. CM'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF CM ARISING OUT OF OR IN CONNECTION WITH THE SERVICES.

(c) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CM, ITS DIRECTORS, OFFICERS, EMPLOYEES OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING TO THE SERVICES OR THE ARRANGEMENTS CONTEMPLATED IN THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CM'S TOTAL LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO CM UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE ACTION TOOK PLACE GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, CLAIMS FOR FAILURE TO EXERCISE DUE CARE IN THE PERFORMANCE OF THE SERVICES HEREUNDER AND OTHER TORTS. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

(d) Indemnification. Customer agrees to indemnify, defend and hold CM, its affiliates, and its directors, officers, employees, members, agents and shareholders, harmless against any and all actions, suits, proceedings, claims, judgments, damages, costs and expenses, including



reasonable attorneys' fees, and other liabilities arising from or related to Customer's acts or omissions in connection with this Agreement.

**5. Confidential Information.**

During the term of this Agreement, both parties may provide the other with confidential and/or proprietary materials and information (collectively "Confidential Information"). All materials and information provided by either party to the other shall be considered Confidential Information. Both parties shall maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the other party. At any time, upon either party's request, the other party shall return to the requesting party all Confidential Information in its possession.

**6. Publicity.**

CM shall have the right to include a reference to the Customer and its logo on its website, marketing literature, labeling and in its promotional materials. CM may issue a press release announcing the formation of the relationship between the parties. The text of such press release and announcements shall be mutually agreed to by the parties prior to publication, except that either party may re-publish information contained in a previously approved press release, including on a party's website and in marketing materials.

**7. General.**

(a) Assignment. Customer shall not assign Customer's rights, duties or obligations under this Services Agreement to any person or entity, in whole or in part, without the prior written consent of CM. This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Nothing in this Agreement shall be construed as preventing CM from contracting with any third party to fulfill any of CM's obligations hereunder.

(b) CM Customer List. CM shall be entitled to refer to Customer as a customer of CM in CM's sales and marketing information including by displaying Customer's name and logo on CM's website, customer presentations and other marketing materials, provided that CM shall not imply endorsement of CM by Customer and shall reproduce any logos accurately. In addition, each party may from time to time issue press releases concerning this Agreement, subject to the other providing its written consent thereto. Any other public disclosure or announcement by either party is not permitted.



(c) Force Majeure. Except as otherwise provided, if performance hereunder (other than payment) is interfered with by any condition beyond a party's reasonable control, including failure of Internet access due to any cause outside of either party's reasonable control, the affected party, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such condition, but only for so long as such condition persists and prevents such party from reasonable and timely performance.

(d) Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

(e) Entire Agreement; Amendments. This Agreement and the Proposal shall constitute the entire understanding between the parties relating to the subject matter hereof and shall supersede all prior writings, negotiations or understandings with respect thereto. No amendment, modification or addition to this Agreement will have any effect unless it is set forth in writing and signed by both parties.

(f) Governing Law; Venue. This Agreement will be governed by the laws of the State of Israel, and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder.

(g) No Waiver. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer

By (signature): \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cause Match, LLC

By (signature): \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Appendix A.

Customer agrees to pay the following pricing should they elect to have CauseMatch produce a film for them:

Customer requirements for all video production options involving CauseMatch's videographers:

- o Customer will provide all b-roll materials (e.g. footage, photos etc) provided in a well-organized folder with key footage and photos flagged.
- o Customer must conform to the CauseMatch video-editing table or Lookat.IO (to be determined by the videographer) in order to provide edits and needed resources in an orderly way. Please review our example edit table here: <http://bit.ly/VideoEditTable>.
- o All pricing is based-off the normal customer needs. If the customer requires extensive editing that goes beyond the normal framework of a CauseMatch video, the customer will be charged hourly for this at a rate of 100\$USD/hour. It is CauseMatch's sole determination whether additional time needs to be charged for the film production.

#### **Option 1 - Full Video:**

\$1100 — A film shoot in Jerusalem of 1 - 1.5 hours plus basic editing and film production (sufficient for most causes). If a longer video shoot is required then the videographer will determine the cost on a case-by-case basis. Please note, locations outside of Jerusalem may have an added cost for doing a film shoot which will be priced-out on a case-by-case basis.

#### **What the customer gets:**

- o CM will provide a preliminary draft of the flow/narrative
- o CM will provide one edit to revise overall flow, placement, and basic content revision; a second edit for final tweaks, and a third edit (if needed) for any last details that were missed before. If Customer changes their mind halfway through the project, wants to deviate from the agreed upon script, or wants a major overhaul, CM will charge for this at an hourly rate of \$100 depending on the urgency of the situation.
- o As complete a draft of the video as CM can do with most/all elements added. Customer's chance to tell CM what to fix (b-roll, music, etc).
- o Includes two editing shifts which means 6 - 8 hours. Additional hours will cost \$100 per hour.
- o Final draft of the video off of notes from the previous draft.

**Option 2 - Multiple Full Videos: \$900** (each) for multiple videos with different speakers. Same terms as above ("Full Video Option 1") apply.



**Option 3 - Editing/Production Only Video \$795** for completing the edit (customer provides all footage and additional b-roll).

**Option 4 - CTA Only Voiceover Video \$150**

VideoSparks to add a 30-45 second call to action to the end of client's existing video. Includes English voiceover, CM animations with music, use of B-roll provided by client, and potentially short interview-style clip of the "ask" filmed by client and sent to CM.

**Option 5 - Do it yourself. We Help: \$250**

- Customer produces its own video with CM team's heavy involvement- e.g. assistance with crafting the script and time coded comments on up-to three drafts.

**Option 6 - Do it yourself. We give feedback: \$0**

- Customer produces its own video with CM's limited involvement- e.g. one round of time coded comments and general comments on two drafts.

**Plus Extras and associated fees:**

- **\$100** for each additional hour of filming beyond the set amount of the video option selected.
- Pricing on case-by-case basis for video projects outside Mercaz/Jerusalem in Israel and any projects outside Israel itself
- **\$250** additional dollars for subtitles for each language needing subtitles to be added (client is responsible for translation after Final draft is approved)
  
- Animation or Special Effects: Priced on a case-by-case basis. Usually around **\$100**
- Basic English voiceover is \$50. Additional languages like Hebrew cost \$50 per language
- Rush Fee: If you need your video produced faster than 7 business days, there is a charge of \$250 for each day fewer than 7 business days for video delivery from the day of the shoot.
- CauseMatch and VideoSparks recommends that you keep your video length to only 2 minutes 30 seconds and at most 3 minutes. If you must have a video that is longer than 3 minutes, there is a charge of **\$125 for each additional 15 seconds** beyond the 3 minute mark. Billing will be rounded up in 15 second segments.

All videos include our animation packages for each video (clock is ticking, matching demonstration with coins falling). Additional animations will be based on individual requests and priced individually.

## **Appendix B**

### **Prepare your emails for you:**

If you need our staff to prepare your emails for you, our fee is \$250/email to prepare. These emails will follow our CauseMatch Campaign Success Formula™ tailored to your specific campaign needs.

### **Social media posts**

Since the needs of social media can be somewhat dynamic, we charge an hourly rate of \$100/hours for creation of social media content rounded per 30 minutes. So for example if we work 2.3 hours it will be rounded to 2.5 hours.