

Converge Forward Rooting Recipient Agreement

Introduction: Converge Forward, Inc. (“Converge Forward,” “we,” or “us”) offers the Rooting Recipient Program as a mechanism for sharing our proceeds as a way to lift up society collectively. Individuals, and organizations that represent non-human recipients, may sign up as Rooting Recipients to receive a gift of \$50 for each unit of Converge Forward’s Fight to Better Training that uses the Rooting Recipient’s unique code at purchase. You can become a Rooting Recipient to help yourself or to benefit someone else. We accept anyone who signs up to become a Rooting Recipient, subject to the following terms and conditions:

Terms:

In exchange for the code that will allow the person signing this agreement as Rooting Recipient (“you” or “Rooting Recipient”) to receive a gift of \$50 (subject to change as described below) for each purchase of Converge Forward’s Fight to Better Training (the “Training”) that uses your unique code at the time of purchase, you agree to all of the following terms and conditions:

1. **Who Can Sign Up.** A Rooting Recipient can be any human person or a non-human person (as defined below) as represented by a human organization, typically a non-profit entity.
2. **Person.** “Person” means a sentient being or sacred place. There are other legal definitions of personhood; we are not concerned with those. Rather, we seek to uphold personhood as we understand, spiritually, what personhood means. A “Person” can be a human, an animal, a place, or a landscape feature such as a body of water, a forest, a mountain, or another being.
3. **Gifts through Paypal.** Any Person (as defined above), or organization that is representing non-human person(s), who has a valid email address and a PayPal account may sign up to be a Rooting Recipient. We do not screen Rooting Recipients. However, we may terminate a person’s status as a Rooting Recipient at any time for any reason or no reason at all (see Section 14).
4. **The Role of Rooting Recipients.** Your role as a Rooting Recipient is simply to receive financial gifts. If you wish, you or someone else who wishes to help you may try to increase the number of people who purchase the Training using your unique code. The acceptable ways of publicizing your opportunity to receive gifts through purchases of the Training include, but are not limited to:
 - letting people know that if they purchase the Training, you will receive a financial gift.

- sharing your unique code and directing people to our website link that is specific to your unique code.
- sharing our template marketing material.
- telling people about your personal life experiences and your financial goals.

You are not obligated to take any specific actions or to publicize the Training at all.

- 5. There is No Guarantee that You Will Receive Gifts as a Rooting Recipient.** Your receipt of a gift per purchase is contingent upon your unique code being entered upon purchase of the Training. If no purchaser uses your unique code, you will not receive any gift. Converge Forward has no obligation to make sure that purchasers enter your code or that you receive any gift.
- 6. Manner of Publicizing Your Opportunity to Receive Gifts through Purchases of the Training.** If you decide to publicize your opportunity to receive gifts through purchases of the Training, you may only share our template marketing material and this statement: "If you purchase this training using this code [add your unique code], I will receive a financial gift of \$50 [subject to change]." You are not authorized to describe or represent the contents or expected results of the training. You shall not infringe anyone else's intellectual property rights while promoting the Training. For example, and without limiting the previous sentence, you shall not use someone else's photographs or written content without permission. **You are not authorized to misrepresent Converge Forward or to make any statement that conflicts with our written materials. You are not authorized to promise any specific result from the Training, and you are not authorized to make any promise whatsoever on behalf of Converge Forward.**
- 7. Web Presence.** Converge Forward will give you the option of posting information about yourself on our website (your "Web Presence"). *PLEASE NOTE: AT THIS TIME, THIS FUNCTION IS NOT YET READY ON OUR WEBSITE. WE WILL INFORM YOU WHEN THE FUNCTION IS BUILT, AT WHICH POINT YOU CAN START USING THE WEB PRESENCE.* You may need to have an account with a third party in order to be able to use some of the functions available for your Web Presence. For example, and without limiting the previous sentence, you will need to have an account with an online service such as YouTube or Vimeo and post a video there first in order to post that video on your Web Presence. We are not responsible for creating these third party accounts for you, and we cannot guarantee that all functions of the Web Presence will work for you.

For your Web Presence, you will only use writing, photographs, and/or video that you have the right to share, and you will not use someone else's material without permission. You will indemnify us against any damage resulting from a violation of someone else's intellectual property rights caused by our publication of material provided by you. Your Web Presence is optional, and we will remove it upon your

request. We reserve the right to publish only material we deem appropriate in our sole discretion. We will likely highlight a few Rooting Recipients on our website each month. We have no obligation to promote you at any given time or at all.

8. **Receiving Payments.** Every Rooting Recipient must be able to receive payments via PayPal. You agree to give Converge Forward your email address, which we will keep confidential, because your email is required by PayPal in order for us to send you funds. You are responsible for maintaining your PayPal account and your email address. If our transfers are not deposited into your PayPal account for reasons beyond our control, including because of outdated bank or credit card information or an outdated email address on file with Paypal, we are not liable to you for the payments that could not be deposited. If Paypal is not accessible to you but you use another money transfer system that allows funds to be transferred with an email address only, without the need for us to have your bank account information, please let us know. If we get enough requests, we will consider expanding our program to include other transfer system(s).

We set the amount of the gift based on several factors including our other costs, and we have the right to change the amount of the gift at any time.

9. **Money Transfer Fees.** All transfers from Converge Forward to Rooting Recipients are made electronically via Paypal. Any fees associated with the money transfer will be taken from amounts that would otherwise go to you.
10. **You are not an Employee.** You are not our employee, independent contractor, joint venturer, or agent of any kind. Converge Forward is providing you with a pathway by which you may fundraise for yourself, others may fundraise for you, and/or you may raise funds to benefit another person. You or another person who wishes to help you may share your individual code so that others may designate you to receive a gift when they purchase the Training. Converge Forward does not request or require you to take any action or provide any service to Converge Forward. We are not obligated to pay you any wages, fees, or commissions. You shall have no claim against us for any employee benefits of any kind.
11. **We are Not Business Partners.** This contract is not intended to create a partnership or a joint venture. You are not an agent of Converge Forward, and you have no authority to bind Converge Forward by contract or otherwise. If you attempt to make any unauthorized commitment or agreement on our behalf, we will not be obligated to honor it, and we will not be responsible for any damages resulting from another person's reliance on your unauthorized statement.
12. **Your Expenses.** Converge Forward will not reimburse Rooting Recipients for expenses. If you choose to spend money to help you promote your fundraising by way of purchases of the Training, you are responsible for that expense.

13. **“No Strings Attached.”** There are no obligations attached to the gifts to Rooting Recipients.
14. **We Can End This Relationship.** Converge Forward reserves the right to terminate your status as a Rooting Recipient at any time for any reason or no reason at all. We do not have to warn you before ending this relationship. We may end our relationship with a Rooting Recipient who misrepresents themselves or us, who represents our Training to the public in an inappropriately aggressive way, or who does anything else we find inappropriate.
15. **We Can Change the Gift per Purchase Amount at Any Time.** Converge Forward reserves the right to change the gift amount per purchase from the current \$50 to any other amount, at any time, for any reason. If we change the amount, we will notify you by the email address you provided to us when you registered as a Rooting Recipient. A potential reason that we may need to change the gift amount per purchase is to adjust for our taxes.
16. **No Legal or Tax Advice.** Converge Forward is not giving you any legal or tax advice. You are responsible for determining the legal and/or tax consequences to you of your participation in this program (if any). If you believe you need tax or legal advice, please consult your own professional adviser.
17. **Indemnification.** You are responsible for your own safety. If you get hurt while doing any activity relating to your role as a Rooting Recipient, Converge Forward is not responsible for any resulting damages or costs. You shall indemnify and hold Converge Forward harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, including attorneys’ fees, arising from a claim based on your action or omission, including but not limited to your alleged breach of third-party intellectual property rights. Notwithstanding anything to the contrary in this agreement, we may use the amounts of any and all gifts that we otherwise would have given to you to set off damages and reasonable costs of defense that result from your actions.
18. **Headings.** The bold subject headings of the paragraphs of this agreement are for convenience only. The headings are not part of the agreement and shall not affect its interpretation.
19. **Entire Agreement; Modification; Waiver.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Converge Forward has the right to change this agreement, and if a Rooting Recipient does not want to sign the new agreement, the Rooting Recipient relationship will be terminated. No waiver of any of the

provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. **Counterparts.** This agreement may be signed in one or more counterparts (identical copies), which may be on paper or electronic, and each counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument. Signatures on paper and electronic signatures are valid.
21. **Successors.** This agreement shall be binding on, and shall inure to the benefit of, any successors and assigns of Converge Forward. Rooting Recipients may not transfer this contract or any of their rights or duties under it to another person. If another person would like to become a Rooting Recipient, that person may sign up as a Rooting Recipient on our website.
22. **Notices.** Written notice required or permitted to be given under this agreement may be given by email to the email address most recently provided by the party. Each party may change its email address for purposes of this paragraph by giving the other party electronic written notice of the new email address.
23. **Choice of Law; Venue.** This agreement will be governed by and interpreted in accordance with California law, without regard to the choice of law principles of any state. The exclusive venue for any arbitration or court proceeding based on or arising out of this agreement or its interpretation shall be Contra Costa County, California.
24. **Severability.** If any term of this agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, it will be limited to the minimum extent needed to make valid the remainder of the term, or the remainder of the contract, as appropriate, and the rest of the agreement shall remain in effect.
25. **Signatures.** By signing below, you accept this agreement in full.