

## FUNDRAISING AGREEMENT

Core Power Applications, Incorporated is partnering with youth and community baseball and softball teams throughout the United States.

Core Power Applications, Incorporated gives teams the opportunity to fundraise by selling the CorePower SwingSnap Training app for batting practice, a contemporary kind of fundraiser that appeals to the new generation.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

This Agreement will govern the terms of the fundraiser.

NOW THEREFORE, intending to be legally bound, Core Power Applications, Incorporated and the Fundraiser (which may be a for-profit or nonprofit corporation or other entity, partnership, school, or unincorporated association representing community or youth baseball or softball teams) agree as follows:

### Submission of Contact Form and Organization Code

1. You must submit a properly filled out Contact Form for the Fundraiser. After reviewing and accepting this Agreement, you will have the opportunity to submit the Contact Form.
2. By submitting the Contact Form, you warrant that you have the authority to act on behalf of the Fundraiser.
3. In addition, by accepting this Agreement, you warrant that you have the authority to act on behalf of the Fundraiser.
4. The term of this Agreement shall begin upon successful submission of the Contact Form.
5. After your successful submission of the Contact Form, you will receive an email from Core Power Applications, Incorporated, authorizing the Fundraiser to sell the CorePower SwingSnap Training app for batting practice as part of its fundraiser.
6. In the email, you will also receive an Organization Code. This Organization Code is very important. Whenever anyone purchases the app as part of your fundraiser, the Organization Code must be entered into the app the first time the app is run! This is the only way Core Power Applications, Incorporated can know that the sale of the app is part of your fundraiser. You must be sure to share this Organization Code, *and the requirement that it be entered into the app on its first use*, with everyone who participates in your fundraiser.

### Your Fundraiser

7. Now that you have the Organization Code, you are authorized to sell the CorePower SwingSnap Training app for batting practice as part of your fundraiser. You sell the app by directing your contributors to the app being offered for sale at the Apple App Store and/or Google Play. You must share the Organization Code with your contributors, and you must inform them that they must enter the Organization Code into the app on its first use, in order for the fundraising to be effective.

### Payment to the Fundraiser

8. For all sales of the app, excluding any returns or cancellations, that are accompanied with the Organization Code being entered into the app on its first use, Core Power Applications, Incorporated will send money to the Fundraiser in accordance with the terms below and with Exhibit "A."

9. No payments can be provided when an Organization Code isn't successfully entered into the app on its first use. This may occur due to entering an incorrect Organization Code; answering "No" when prompted "Do you have an Organization Code?"; having no Internet connection when entering the Organization Code; Core Power Applications, Incorporated's servers being unavailable when the Organization Code is entered and submitted; or some other problem, mistake, omission, software glitch, or computer error.

10. When the Organization Code is successfully entered into the app on the first use of the app, Core Power Applications, Incorporated will pay the Fundraiser in accordance with the Payment Schedule set forth in Exhibit "A."

11. The Apple App Store and Google Play take a percentage of every sale they make. The Apple App Store and Google Play may change the percentage they take. Also, the commission of the salesperson who contacted the Fundraiser may change. Due to these, and other uncertainties, Core Power Applications, Incorporated reserves the right to change the Payment Schedule set forth in Exhibit "A," such changes being effective after notice to Fundraiser.

12. Core Power Applications, Incorporated pays the Fundraiser through Paypal. Thus, Fundraiser must establish a Paypal account to receive its payments. Fundraiser must associate the Paypal email address that it provides on the Contact Form with Fundraiser's Paypal account, or separately provide a Paypal email address to Core Power Applications, Incorporated, before any payments can be made to Fundraiser. Any Paypal fees associated with Fundraiser's Paypal account are, of course, the responsibility of the Fundraiser.

13. Core Power Applications, Incorporated makes its payments on all purchases with a successfully entered Organization Code to its Fundraisers on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>, or on any date earlier than said dates, especially if any of the dates happens to be a holiday or weekend. Payments are made through Paypal.

### Termination

14. Core Power Applications, Incorporated may terminate this Agreement at its option if, in its exclusive judgment, the fundraiser is no longer sufficiently profitable to it.

### Additional Terms

15. Any notices sent to the Fundraiser shall be sent to the email address that Fundraiser provides on the Contact Form. Core Power Applications, Incorporated can be reached by email at fundraiser@corepowerapp.com.

16. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior contracts or agreements with respect to the fundraiser, whether oral or written.

17. *Any salesperson who has contacted the Fundraiser has no authority to bind Core Power Applications, Incorporated to any separate contract or agreement.* This Agreement is the only fundraising agreement that will be binding between Core Power Applications, Incorporated and Fundraiser.

18. This Agreement is binding on and inures to the benefit of the parties and to their respective heirs, legal representatives, successors, and assigns.

19. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

20. Any legal action that Fundraiser might bring against Core Power Applications, Incorporated, including, without limitation, any legal action related to this Agreement or pursuant to any tort theory related in any way to the fundraiser, shall only be brought in the Court of Common Pleas of Allegheny County, Pennsylvania.

21. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby, and that provision shall be enforced to the greatest extent permitted by law.

22. Core Power Applications, Incorporated reserves the right to change the names of the apps that it sells. Should the name of the app that is being sold as part of your fundraiser be changed, Core Power Applications, Incorporated shall give you notice, and you shall notify your contributors as to the app's new name.

TO ACCEPT THIS AGREEMENT, intending to be legally bound by it, check the box at the bottom of the Contact Form. This Agreement will only be effective after the successful submission of the Contact Form. By submitting the Contact Form, you are hereby accepting this Agreement on behalf of your Fundraiser.

## **Exhibit A**

### Fundraiser payment structure

1. Price – The full price of the CorePower SwingSnap Training app for batting practice is \$19.99. The price is listed and available for purchase at the Apple App Store and Google Play. Pricing is subject to change.

2. The percentage paid to the Fundraiser per successful entry of the Organization Code on first use of the app is 50% of net proceeds. Net proceeds equal the full price of the application minus fees and commissions paid by Core Power Applications, Incorporated, such as fees to the Apple App Store or Google Play, and commission fees to the salesperson. The percentage paid to the Fundraiser is subject to change, any changes being effective after notice to Fundraiser.

### Fees and Commissions

1. The Apple App Store and Google Play are currently taking thirty percent (30%) of all sales of the apps they make available for download.

2. The salesperson commissions are currently 12.5%. If a salesperson has informed the Fundraiser about the fundraising opportunity, then the salesperson's percentage commission will be deducted from the full price of an app download.