

Contribution Partner Agreement

This Contribution Partner Agreement (“Agreement”) is made on the date of the last signature below (“**Effective Date**”) by and between:

- (1) [Name of Entity], [Type of Business Entity] and its Affiliates having its primary place of business at [insert address] (“**Partner**”)
- (2) **Eden Reforestation Projects**, a California not-for-profit corporation and 501(c)(3) charity registered with the Internal Revenue Service, having its primary place of business at 303 W Foothill Blvd. Unit 13, Glendora, California, 91741 (“**Eden**”)

Eden and Partner are collectively also referred to as the "**Parties**" or individually as a "**Party**";

WHEREAS, Partner desires to make a charitable cash (or equivalent) donation (“**Contribution**”) in pursuit of supporting the following objectives (“**Objectives**”) with Eden:

- Globally restore native forests
- Provide food for villagers, shelter for wildlife, shade, medicines, soil regeneration and climate regulation through a village-wide tree-planting program
- Lift local people and communities out of extreme poverty

NOW THEREFORE, in consideration of the foregoing in furtherance of Eden’s Objectives, Partner agrees to make one or more Contribution(s) to Eden and sponsor the village-wide tree planting campaigns under the terms and conditions set forth hereunder.

AGREEMENT

1. PURPOSE

The Agreement sets out the terms and conditions under which Partner agrees to make Contribution(s) and sponsor the village-wide tree planting campaigns of Eden.

2. OBLIGATIONS OF THE PARTIES

2.1. During the Term, Partner (on behalf of itself or its "**Affiliates**") agrees to make Contribution(s) in accordance with the separate schedule as set forth at **Appendix A (“Contribution Form”)**. "**Affiliate(s)**" shall mean any legal entity or company which Partner: (i) owns or controls, (ii) is owned or controlled by, or (iii) is under common ownership or control with Partner.

2.2 Eden will undertake to: (i) provide documentation and monitoring of the tree planting and growth and (ii) plant trees at the cost per tree, locations and within the timeframes specified in the Contribution Form.

2.3 If Partner has reached the contribution level to sponsor a shared or designated site, Partner agrees to make Contributions in accordance with the separate schedule as set forth at **Appendix B (“Designated Site Form”)**. The Designated Site Form will include information about the site location, number of trees to be planted, and the planting and payment schedule.

2.4 If and to the extent Eden cannot complete tree planting funded by Partner in accordance with the time frame specified in the Contribution Form, Eden will return to Partner those funds not used to plant trees, unless otherwise directed by Partner.

2.5 Both Parties agree to conduct their business in a manner that does not diminish the reputation and goodwill of the other Party.

2.6 Facilitation Partner. If Partner is eligible, to become a "Facilitation Partner" in accordance with the terms of the Facilitation Partner Addendum ("Facilitation Partner Addendum"), it shall be signed by the Parties and hereby incorporated by reference. The Facilitation Partner Addendum shall apply to the extent Partner promotes and/or facilitates Contributions from additional commercial contributors.



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2.7 Designated Site Visits. Except as otherwise described herein, Partner, its Affiliates, and its officers, employees, agents or representatives shall not visit or participate in planting activities at the Designated Site (a "**Designated Site Visit**") as doing so may result in certain risks, including but not limited to, injuries and death, as well as damages to person or property. A Designated Site Visit shall be permitted only as set forth in the Program Documentation or as otherwise expressly permitted in writing by Eden, which shall include Partner's execution of an appropriate Waiver and Indemnity Agreement ("**Waiver Agreement**") or other agreement required by Eden. EDEN EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RISK ARISING FROM PARTNER, ITS EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES ARISING FROM ANY DESIGNATED SITE VISIT.

3. EXCLUSIVITY

All of the Parties' obligations under this Agreement are nonexclusive and shall not be construed as limiting either Party from obtaining or otherwise providing similar or identical activities to those described herein.

4. TRADEMARK LICENSE; USE

4.1 License. Subject to the terms and conditions of this Agreement, including Eden's receipt of an initial Contribution at the levels described in the Program Documentation defined below, Eden grants Partner a non-exclusive, non-transferable, royalty-free, worldwide license to use its designated trademarks, logos, watermarks, photographs, videos, project information, technical information and other branded material (collectively "**Eden Materials**"), solely during the Term for the purpose of promoting Eden's Objectives as set forth in this Agreement. Eden's logo and copyright information may not be removed from Eden Materials, including but not limited to photos, unless Eden is identified as the planting group, tagged in social posts, and proper photo credit is given. The rights granted herein to the Eden Materials are subject to any guidelines provided by Eden whether now or in the future.

4.2 Use. The nature of the Eden Materials to be provided will be determined by the partnership level based on the amount of the Contribution as set forth in the Eden program documentation ("**Program Documentation**") which is available on Eden's website or as otherwise provided by Eden and updated by Eden from time to time. Partner may refer or link to video files and/or video clips from Eden's YouTube channel or other locations ("**Videos**"), provided that such Videos are: (i) only used in their entirety and unaltered and (ii) not to be downloaded or edited in any way. Videos with Eden's watermark will be provided by request for use in Partner marketing videos, provided that Eden's watermark must be clearly visible at all times. With prior written approval, the use of Videos without Eden's watermark may be permitted provided that Eden Reforestation Projects is identified in copy, titles, video descriptions, end credits, and the like. Notwithstanding the foregoing, when utilizing Eden Materials or otherwise communicating about the planting partnership, Partner should communicate that all tree-planting work is being performed by Eden. Partner must not present itself as being responsible for the tree planting efforts.

4.3 Publicity. Either Party may issue a press release or other announcement referencing the name and logo of the other Party with respect to this Agreement or the Contributions contemplated herein only upon express written consent of the other Party, unless a press release or similar announcement is required by law. If any such announcement or other disclosure is required by law, the disclosing Party agrees to give the non-disclosing Party prior notice and an opportunity to comment on the proposed disclosure.

4.4 Promotion. Upon Eden's receipt of the Partnership Fee and subject to Section 4.1 above, Partner may use Eden's name and logo(s) on its website and refer to Eden as its Partner, provided that any references to the Contribution are being used to support the Objectives.

5. CONFIDENTIALITY

5.1 Each Party agrees to keep in confidence any confidential or proprietary information it receives from the other Party ("Confidential Information"). Neither party shall disclose Confidential Information of the other Party to third parties nor use such Confidential Information for any purpose other than as expressly permitted in this Agreement. To be accorded treatment



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as Confidential Information, the disclosing party must identify any such information as confidential at the time of disclosure or by the nature of the information it would be considered confidential.

5.2. Exclusions. Information that: (i) is already in the public domain through no fault of the receiving party, (ii) is already known by the receiving party without breaching a confidentiality obligation, (iii) is information which the receiving Party or its advisors are required to disclose by law or a court of competent jurisdiction, shall not be treated as Confidential Information hereunder.

5.3 Injunctive Relief. Both Parties agree that any breach related to Confidential Information may cause irreparable harm to the owning party. As a result of any such breach, the owning party shall be permitted to seek injunctive relief to prevent and limit any such harm.

5.4 Return of Confidential Information. Upon termination of this Agreement for any reason, the Receiving Party shall (i) immediately cease use of the Disclosing Party's Confidential Information; and (ii) if requested by Disclosing Party, either promptly destroy or return all Confidential Information of the Disclosing Party; provided, however, that the Receiving Party may retain a reasonable number of copies of the Confidential Information for the limited purposes of satisfying legal or regulatory requirements regarding record and data retention with which the Receiving Party is obligated to comply, enforcing this Agreement or archiving consistent with good business practices. For the avoidance of doubt, such copies remain subject to confidentiality and restricted use provisions of this Agreement.

6. LIABILITY

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES (SUCH AS SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF THIS AGREEMENT.

6.2 A PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT OF CONTRIBUTION(S) MADE PAID BY PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE ALLEGED EVENTS GIVING RISE TO LIABILITY.

7. TERM.

7.1 Term. This Agreement shall commence as of the Effective Date and will continue until terminated as permitted herein (the "Term").

7.2 Termination. Either Party may terminate the Agreement: (i) if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice by the non-breaching Party detailing the breach; (ii) if a Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days, or (iii) by giving written notice to the other Party effective upon ninety (90) days from the date of such notice.

7.3 Effect of Termination. Upon termination or expiration, any Contributions or reimbursements due to either Party are due within thirty (30) days following the termination date and Partner will cease all use of Eden's Materials and shall remove Eden's name and logo(s) from Partner's website(s).

8. MISCELLANEOUS

8.1 Arbitration. Any dispute arising out of or relating to this Agreement will be submitted to arbitration. In the event the Parties cannot agree on a neutral arbitrator, the Parties agree to utilize the American Arbitration Association, under the Arbitration Rules then in effect and the substantive law of the United States of America and the State of California. Any court having jurisdiction thereof may enter judgment upon the award rendered by the arbitrator(s). The arbitrator is not



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empowered to award damages in excess of compensatory damages and each Party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. The decision of the arbitrator will be in accordance with the terms and conditions of this Agreement, will be binding upon the Parties, and may not be appealed. The Parties will comply with the arbitrator’s decision in good faith. Either Party may apply to any court with proper jurisdiction for enforcement of the arbitration decision. Unless otherwise agreed to, the place of arbitration will be Los Angeles, California, USA. The fees and expenses of the arbitrator will be divided equally between the Parties unless otherwise ordered by the arbitrator.

8.2 Severability/Waiver. If any provision of the Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.3 Force Majeure. Except for the obligation to make payments, performance under this Agreement shall be postponed automatically to the extent that either Party is prevented from meeting its obligations by causes beyond its reasonable control, including but not limited to natural disasters, fire, governmental acts, labor disputes or failure of suppliers, provided that a force majeure event affecting a party’s performance under this Agreement for thirty (30) or more days shall entitle the other party to terminate this Agreement and receive any refund, or due or unused Contribution(s), as the case may be.

8.4 Notices. All notices in connection with this Agreement shall be delivered in writing, and such notices shall be deemed delivered after three (3) working days of delivery by registered post or courier, upon receipt if sent by overnight mail or, if delivered by email or facsimile, with acknowledgement of receipt.

8.5 No Agency. The parties acknowledge that each is an independent contractor, and nothing herein constitutes a joint venture or partnership. Neither party has the right to bind or act for the other as agent or in any capacity except as expressly provided in writing by amendment to this Agreement. The relationship under this Agreement shall not create any legal partnership, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.

8.6 Assignment. The Agreement or any interest herein shall not be transferred or assigned, in whole or in part, by either Party without the express prior written consent of the other Party. This Agreement shall endure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8.7 Entire Agreement. This Agreement, including all schedules and attachments thereto, contains the complete and exclusive statement of the agreement between the Parties with respect to the subject matter herein. The terms and conditions of this Agreement shall prevail over any conflicting terms submitted by Partner. Except where otherwise indicated, any changes or amendments to this Agreement must be in writing expressly referring to the changes to this Agreement and be duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first set forth above.

On behalf of Partner

On behalf of Eden Reforestation Projects

By: _____SAMPLE_____

Title: _____

Date: _____

By: Debra Crawford

Title: Chief Development Officer

Date: _____



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Appendix A Contribution Form [Sample]

This Contribution Form is entered into as of the date fully executed below (“**Contribution Effective Date**”) by and between Eden and **Name_of_Business** and is hereby incorporated into and forms a part of the Eden Contribution Agreement (“**Agreement**”) executed between the Parties. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

	Contact Name	Address	Business Phone	Business Email
Billing Contact:	SAMPLE	SAMPLE	SAMPLE	SAMPLE

1. Price per Tree	SAMPLE
2. Designation: project nation/site(s)	SAMPLE
3. Date of First Contribution	SAMPLE
4. Mode of Contribution	SAMPLE
5. Amount (per mode)	SAMPLE
a. Contribution Frequency (monthly, quarterly, annually)	SAMPLE
6. Estimated Annual Total Contributions	SAMPLE

Additional Terms and Conditions:

- Eden will reserve up to twenty (20¢) cents per \$USD donated for administration, marketing and overhead expenses. Ten (10¢) cents per US dollar donated will be put into a permanent Forest Guard Endowment (“FGE”) fund to provide long-term funding for forest guards and other resources to protect planting sites. (These cost are factored into the price per tree)
- All Trees will be planted within 18 months of the receipt of the donation
- Eden will charge a one-time non-refundable partnership fee of \$250 (" Partnership Fee ") to offset Eden’s administrative costs to establish the Partnership arrangement. The Partnership Fee will not be used to fund tree planting activity.
- Except as specified herein, Eden reserves the right to determine which sites to plant trees.
- If Partner contributes more than the estimated total contribution amount, additional funds will be subject to these Additional Terms and Conditions and will be distributed for planting at the site(s) specified herein.
- An annual minimum of \$250.00 in donations is required to ensure the business partnership remains active. The partnership fee donation made in the first year will not be credited toward the partnership minimum.

ACCEPTED BY:
On behalf of Partner

ACCEPTED BY:
On behalf of Eden Reforestation Projects

By: SAMPLE
Title: SAMPLE
Date: SAMPLE

By: Debra Crawford
Title: Chief Development Officer
Date: _____