



“Fundraiser Agreement”

This Fundraiser Agreement (hereinafter referred to as “Agreement”) is entered into between Charity Bank LLC dba App2Tapp (hereinafter “App2Tapp”) and Fundraiser, _____, (hereinafter referred to as “Fundraiser”).

AGREEMENT PURPOSE

App2Tapp is an App company that is developing various apps to assist charities, non-profits, fundraising groups and others (hereinafter “Fundraisers”) to raise money via the apps. The apps can come in various forms but will initially start out with skill games played for cash prizes with at least 25% going to the Fundraiser chosen by the app player and at least 25% of each dollar spent going to the winner of the game. Here’s how it works: Players download the CHARITY BANK GAMES app, choose a custom Appatar that represents their favorite Fundraiser, “ante up” to play in a \$1, \$5, \$10 or \$20 game and then start earning points in their best skilled games. App2Tapp plans to have its apps in the United States and potentially developed for other countries’ use in the future.

FEES AND COSTS

JOINT FUNDRAISER APPS – Free. There is no cost to Fundraiser to participate in CHARITY BANK GAMES and other similar apps that will be used to raise money for Fundraiser and other organizations jointly. All such Apps with multiple Fundraisers will be completely free for Fundraiser.

IN HOUSE APP – This is **NOT** free. Should Fundraiser want the development of any customized App for Fundraiser’s own “In House” App, to be created and developed by App2Tapp, there will be a cost for such an App and it will require a separate Agreement. An “In House” app would involve only Fundraiser’s own appatar(s). Players will be playing on behalf of Fundraiser only and Fundraiser will be compensated at least 25% of the dollar amount played on its own “In House” App.

THE CHARITY BANK GAMES APP

The initial app developed by App2Tapp will be CHARITY BANK GAMES. This app will start out with skill games played for cash prizes with at least 25% going to the Fundraiser chosen by the app player and at least 25% of each dollar spent going to the winner of the game. For every \$1 that chose Fundraiser to play for, Fundraiser will receive 25 cents. There will be 9 games featuring three levels of play and players use their skills to earn points to achieve the highest score in each level. At the start of each game, the player will choose a Fundraiser to play on behalf of in the game.

In each game, at the end of the 100th game -- at every dollar level -- the corresponding Piggy Bank expands and explodes. The highest scorer wins at least 25% of the money in that particular game and the Fundraisers collectively will be paid at least 25%. The idea is for Fundraiser to have as many players possible choose to play on its behalf.

Winners can donate their winnings back to their favorite charity, ante up to play again in a higher dollar game or collect their winnings. If the winner had chosen Fundraiser to play on behalf of and chooses to donate their winnings, Fundraiser will receive that 25% or more.

FUNDRAISER’S RESPONSIBILITIES

Fundraiser’s responsibilities will be extremely limited. App2Tapp shall provide training and support to Fundraiser in person, via telephone conference, or webinars. App2Tapp shall provide all approved marketing materials, e-mails and social media information to assist Fundraiser with marketing materials to get App information out to potential Fundraiser supporters. This will include e-mail forms and other text for blasting information about the Apps to Fundraiser’s own database of supporters. Fundraiser should share the Appatar in its marketing. App2Tapp will help promote CHARITY BANK GAMES and Fundraiser with its own marketing, have press releases and social media rollout templates to help recruit players for Fundraiser. App2Tapp will never request the database from Fundraiser.

COMPENSATION FOR FUNDRAISER

Fundraiser will earn 25.00% of the gross price of any games played on its behalf when a player chooses to play for Fundraiser through the App. App2Tapp will have Apps that will include several Fundraisers, such as CHARITY BANK GAMES. In CHARITY BANK GAMES, when a player chooses any particular Fundraiser, that Fundraiser will be compensated at least 25% of the dollar amount played. For example, if a player chooses to play a \$20.00 game on behalf of the American Cancer Society, that Charity will receive at least \$5.00 when the payout is made.

In addition, a winner of any particular game may choose to donate the winnings to Fundraiser and Fundraiser will get that entire amount donated.

All commissions owed to Fundraiser by App2Tapp will be paid monthly, approximately 45-60 days after the end of each calendar month of earnings.

LEGALITIES

Non-Disclosure Agreement. Initially, App2Tapp may request Fundraiser to execute a Non-Disclosure Agreement to protect App2Tapps’ proprietary property and interests.

Players of apps. Players 18 and over who are in federal and state compliant U.S. states can play CHARITY BANK GAMES 24/7 on smart phones and any electronic device.



“Fundraiser Agreement”

Trademark, Copyright and Intellectual Property Agreement. Fundraiser agrees that App2Tapp and any of its members, joint ventures, partners and partnerships, owners, officers, directors, co-venturers, corporations, companies, business entities, agents, employees, attorneys, assignors, assignees, licensees, licensors, parents companies or corporations, predecessors, successors, heirs, insurers and all affiliates (hereinafter “Released Parties”), have permission to use any of Fundraiser’s Trademarked, Proprietary, Copyrighted and/or Intellectual Property materials, most typically in a newly designed “Appatar” for Fundraiser, to be used in CHARITY BANK GAMES and other apps, or on the internet or other social media sites for marketing of App2Tapp, its apps and for marketing Fundraiser. Fundraiser agrees that it will not bring any claim, controversy or suit against Released Parties for any alleged violation of Trademark, Copyrights or other intellectual property rights. Should Fundraiser object to any particular Trademark, Copyrighted or intellectual property item or thing being used by Release Parties, Fundraiser shall provide notice to Release Parties of such objection and the item or thing shall be removed forthwith.

The Appatar developed by Released Parties for Fundraiser shall be the joint property of App2Tapp and Fundraiser for any and all purposes, whether for raising funds, marketing and/or for profit.

Perpetual Life of Agreement. The terms of Agreement are into perpetuity and are fully transferable. This Agreement may be terminated by either party pursuant to the Termination Clause.

Legal Relationship and Taxes

The sole relationship between Fundraiser and App2Tapp is that both parties will assist with soliciting players for the Apps and App2Tapp will pay commissions to Fundraiser at a rate of 25% of gross profits from all players that play an App on behalf of Fundraiser.

It is acknowledged and understood that Fundraiser is not an employee, broker, partner, or agent of App2Tapp in any capacity or for any purpose and that App2Tapp is not an employee, broker, partner, or agent of Fundraiser in any capacity or for any purpose. This Agreement does not create any form of employment, broker relationship, partnership, agency, or other similar association.

A. Business Expense. Fundraiser shall be fully responsible for all of its own taxes and expenses from payouts from App2Tapp including, but not limited to, the withholding and payment of Federal, State, local, FICA and Medicare taxes, workers’ compensation, liability and automobile insurance payments, office equipment, supplies, staffing and printing, travel and commuting expenses, advertising, marketing, and entertaining.

B. Legal Obligation. Fundraiser shall be fully responsible for the withholding and payment of Federal, State, local, FICA, Medicare, self-employment, and all applicable taxes for gross profits paid to Fundraiser by App2Tapp. Fundraiser agrees to indemnify and hold harmless App2Tapp from any failure to comply with this provision or fully perform all of its obligations under this Agreement.

Termination. Fundraiser may terminate its relationship with App2Tapp at any time for any reason upon providing App2Tapp written notice at least sixty (60) days before the effective date of such termination. In the event of termination, App2Tapp will still receive the original compensation on existing accounts until such termination is final. In the event of bankruptcy or insolvency of App2Tapp, or if App2Tapp should start or merge with another business enterprise and provide a similar service to Fundraiser, the new Company will continue to pay Fundraiser per this Agreement. In addition, App2Tapp may terminate its relationship with Fundraiser at any time for any reason upon providing Fundraiser written notice at least sixty (60) days before the effective date of such termination.

Confidentiality. All Parties acknowledge that during the course of this Agreement, all Parties may have produced and exposed, or may in the future produce and expose confidential information including, but not limited to, records, files and documentation, and the exposure of this confidential information may be detrimental to the economic well-being of the other Party hereto. Therefore, before, during, and subsequent to this Agreement, both parties agree to hold in confidence and not to directly use in any manner or form, disclose copy, make notes from, or list any confidential information, except to the extent authorized by the other Party. This Confidentiality Clause shall survive the termination or end of this Agreement, at which time such confidential records and documents shall be immediately returned to each party.

Executed Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of what shall constitute one agreement by each of the parties hereto, notwithstanding that all of the parties are not signatories of the same counterpart.

Modifications and Amendments. Modifications and amendments to this Agreement of any nature shall be made only by another written Agreement, dated and signed, by each of the parties to the Agreement. If any conflict arises between the provisions of this Agreement, and any other written Agreement, the most recent provisions shall govern and control.

Successors and Assigns. Except as expressly provided, this Agreement and each and all of the covenants, terms, provisions, conditions, modifications, amendments and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section Headings. The section headings used in this Agreement are inserted for convenience and identification only, and are not to be used in any manner to interpret, define, or limit or extend the scope, intent, or extent of this Agreement or the provisions hereof.

Severability. Each and every provision of this Agreement is severable and independent of any other terms or provisions of this Agreement, and if any term or provision hereof is held void or invalid for any reason whatsoever, by any court of competent jurisdiction, such invalidity shall not affect, impair or invalidate the remaining portions of the Agreement.

Governing Law. This Agreement and all of the rights and liabilities of the parties hereto, with respect to the provisions hereto, shall be governed by the laws of the state of Wyoming.

Entire Agreement. This Agreement contains the entire understanding among the parties hereto, and respecting the subject matter hereof. There are no representations, agreements, arrangements, or understandings oral or written between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.



Attorneys' Fees. In the event of any dispute between any of the parties hereto, concerning the interpretation or enforcement of this Agreement, or for the breach of performance hereto, or any other disagreement of any nature, and any action is brought as a result thereof, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, reasonable expert witness fees and discovery costs in bringing or defending such action.

Mediation Agreement. The parties agree that any dispute between them arising out of the terms of this Agreement; the payment or reimbursement of costs or commissions; any claim for breach of contract; or any other disagreement of any nature, regardless of the facts or the legal theories alleged or asserted, shall be first presented to Mediation in any mutually agreeable jurisdiction before either party may file a lawsuit in Wyoming. If either party refuses to mediate, either party can proceed to file a lawsuit.

IN WITNESS WHEREOF, the following Member of App2Tapp, Beth A. Tupa, hereto has executed this Agreement this _____ day of _____, 2015, at _____, _____.

Beth A. Tupa for App2Tapp

IN WITNESS WHEREOF, _____, Fundraiser, hereto has executed this Agreement this _____ day of _____, 2015, at _____, _____.

Fundraiser



Please complete the below form. We need the Fundraiser and Enroller information correctly set up for your account with CHARITY BANK GAMES.

Basic Fundraiser Information

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Email Address: _____

Contact Phone: _____

Company web site address: _____

Fundraiser's Authorization Signature: _____ Date: _____

Enroller Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Mobile Phone: _____

Email Address: _____