

UncommonGood, Inc. Referral Agreement

This Referral Agreement (this “Agreement”) is made by and between UncommonGood, Inc., a Delaware corporation (“UncommonGood”), and the person and/or entity (the “Connector”) that, from time-to-time, will refer new non-profit organizations (“Organizers”) to engage services that are available at www.uncommongood.io and the various subdomains thereof (the “Website”).

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I. POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT

BY CLICKING ON THE “CONFIRM” BUTTON OR OTHERWISE APPLYING TO BE A CONNECTOR, YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE, YOU WILL BE THE CONNECTOR IN YOUR INDIVIDUAL CAPACITY OR ARE A REPRESENTATIVE OF AN ENTITY THAT WILL BE THE CONNECTOR (IF A REPRESENTATIVE, ALSO THAT YOU ARE DULY AUTHORIZED TO BIND THE ENTITY TO THIS AGREEMENT), AND YOU AGREE THAT ALL REFERRALS BY THE CONNECTOR ARE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT OR ARE NOT AUTHORIZED TO BIND THE CONNECTOR, THEN YOU MUST NOT CLICK THE “CONFIRM” BUTTON.

(i) Connector Representatives. If you are a representative of an entity that will be the Connector, you, as the representative thereof, shall be bound by this Agreement to the same extent as the Connector you represent, and we intend to enforce all rights with respect to you individually that we reserve and intend to enforce with respect to the Connector you represent.

II. THE REFERRAL PROGRAM

(i) Connector Enrollment. You must submit an application to UncommonGood and be approved for active status before you do anything further as a Connector. The Connector will be notified of its approval for active status, which will be determined in UncommonGood’s sole discretion and be communicated by UncommonGood to the Connector strictly and only in writing, either directly sent by UncommonGood or by way of the PartnerStack portal, which is a third-party platform assisting with the management of this Referral Program for our connectors.

(ii) Referral Tool. Upon approval for active status as a Connector, UncommonGood shall grant to the Connector a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license (a) to embed and display a link, html or other code, which UncommonGood shall provide (the “Referral Tool”), on the Connector’s website and (b) to embed or display the Referral Tool by means of written communication to the Connector’s customers or business or social network, **but the Connector shall not display the Referral Tool to any person or entity it does not have a relationship with or is not “followed” by on social media prior to displaying the Referral Tool to them.** Upon UncommonGood’s request, the Connector agrees to promptly remove the Referral Tool from the Connector’s website and to remove and/or discontinue any other use of the Referral Tool that the Connector was or currently is using. The Connector is not licensed to use the Referral Tool for any other purpose beyond this Agreement,

and nothing in this Agreement shall be deemed to grant the Connector any other right, title or interest in the Referral Tool. For the avoidance of doubt, the Connector may not share or sublicense the Referral Tool for use by any third parties.

(iii) UncommonGood Trademarks and Other Intellectual Property. You acknowledge and agree that the Referral Tool and Website may contain content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. For example, the UncommonGood name and logos are trademarks and service marks of UncommonGood. Other product and service names and logos used and displayed on the Referral Tool or Website may be trademarks or service marks of their respective owners who are users of the Website. Nothing in this Agreement should be construed as granting any license or right to use any of UncommonGood's or our users' trademarks or other intellectual property displayed or contained in the Referral Tool or Website without our written permission in each instance (or our user's written permission in each instance where the intellectual property belongs exclusively to a user) – except to the extent any use is expressly permitted by this Agreement. This Agreement merely permits the Connector to display UncommonGood's trademarks in connection with its display of the Referral Tool, pursuant to Section I(ii) above, and any other marketing materials we expressly approve; *provided however*, all profits and goodwill related to the Connector's use of UncommonGood's trademarks shall inure solely to the benefit of UncommonGood. Upon UncommonGood's request, the Connector agrees to promptly remove any of UncommonGood's trademarks from the Connector's website and to remove and/or discontinue any other use of UncommonGood's trademarks that Connector might have been or currently is using in its effort to present the Referral Tool. Nothing in this Agreement shall be deemed to grant the Connector any other right, title or interest in our trademarks or any of our other intellectual property. For the avoidance of doubt: The Connector may not share or sublicense our trademarks or other intellectual property for use by third parties, shall not have any copyright or any right or interest in UncommonGood's trademarks or other intellectual property not expressly stated herein, and UncommonGood retains all ownership, right, title and interest in and to its trademarks and other intellectual property.

(iv) Credited Referrals. Organizers that (i) the Connector refers to UncommonGood by way of the Referral Tool and (ii) remit one subscription payment to UncommonGood, pursuant to our fee schedule for Organizers (posted on the Website here <https://www.douncommongood.com/pricing>), shall constitute referrals eligible for commission payments to the Connector (a "Credited Referral"). ***All other Organizers that sign up for and pay to operate on the Website shall not constitute a Credited Referral to the Connector, whether or not the Connector may have referred such by a means other than the Referral Tool.*** In many cases, an Organizer's first payment will follow a 30-day free trial period, and,

therefore, Credited Referrals might not accrue immediately upon an Organizer signing up but at a later time. Please note: UncommonGood has many connectors, beyond the Connector entering into this Agreement now, with each connector accruing separate and distinct Credited Referrals that shall not overlap or be shared with each other whatsoever, unless agreed in writing by UncommonGood.

Please note: All Organizers that the Connector refers to UncommonGood and that sign up for the Website, whether or not such become a Credited Referral, shall be strictly deemed a client of UncommonGood, and UncommonGood's Terms of Use (posted on the Website) shall exclusively govern the relationship between that client and UncommonGood, which the Connector shall absolutely not alter or limit in any way whatsoever.

(v) Referral Fees. UncommonGood shall pay Connector for each Credited Referral in accordance with the following fee schedule (also posted on PartnerStack for convenience): (i) \$50 upon the first monthly subscription payment made to UncommonGood by a Credited Referral and (ii) \$50 upon the second monthly subscription payment made to UncommonGood by a Credited Referral. These Referral Fees govern should there be any conflict with its publication anywhere else. UncommonGood may change its Referral Fees at any time, with or without notice, and such shall apply to all Referral Fees not yet earned by the Connector. Payment of Referral Fees will be calculated solely by UncommonGood. ***UncommonGood has the right to audit all payments of Referral Fees, and withhold and/or adjust such payments to exclude any amounts, or invoice for amounts already paid, if UncommonGood in its sole discretion determines that such Referral Fee arises from a mistaken payment made or a Credited Referral attributed by UncommonGood to the Connector, or any violation of this Agreement or any unlawful or fraudulent acts.***

(vi) Payouts of Referral Fees. PartnerStack, in accordance with its then current policies, will directly process all payments of Referral Fees. UncommonGood will provide reports of Referral Fees accrued to the Connector through PartnerStack, and such reports will indicate the number of Credited Referrals arising from the Connector's Referral Tool. UncommonGood shall have no liability for and will not resend any payments not received due to the Connector submitting incorrect payment information or failing to keep its information current. Our sole obligation with respect to payouts is to remit Referral Fees to the third-party payment processor when and as owed.

(vii) Relationship of The Parties. The Connector shall be an independent contractor in its performance of its obligations under this Agreement, and nothing contained herein shall be deemed to constitute that Connector is an agent or representative of UncommonGood, or that both parties are joint venturers or partners for any purpose. The Connector shall not make any statement, whether

on Connector's website or by any other means of written or oral communication, that would contradict its limited status as an independent contractor.

III. RESTRICTIONS ON CONNECTOR CONDUCT

(i) Restrictions In General. Except as expressly authorized under this Agreement, the Connector may not (a) copy, rent, lease, sell, license, transfer, assign, sublicense, redistribute, disassemble, aggregate, index, reverse engineer or decompile, derive source code or algorithms from, modify or alter, interfere with, defeat, avoid, disrupt, bypass, remove, or disable any part of the Referral Tool or Website; (b) circumvent or attempt to circumvent any restrictions on, access to, or use of the Referral Tool or Website, or any of their components; (c) use the Referral Tool or Website for any unlawful purpose, including but not limited to phishing, spamming, or distributing malware and/or use in way that violates any entity or person's intellectual property rights, rights of privacy, or rights of publicity; (d) harvest or collect personally identifiable information of Credited Referrals or potential Credited Referrals for the Connector's use or use any data at all other than to refer such to UncommonGood; (e) create or maintain a separate competing platform or other similar product or service, (f) use the Referral Tool on behalf of a third-party or on any website, other than the Connector's own website, or in any communications, other than those UncommonGood approves; and/or (g) unduly influence or fraudulently create any users, fundraisers or other activities on the Website. The Connector further agrees that, for the Term of this Agreement, it shall not use or present on the Connector's website or via any means of communication, or otherwise market, any type of service that is similar to the Website, its services, or any part thereof.

(ii) Placement of Referral Tool. UncommonGood prohibits placement of the Referral Tool or any content related to UncommonGood in any location, digital or physical, that includes other content that is offensive, abusive, harassing, threatening, discriminatory, vulgar, pornographic, or otherwise inappropriate, as determined by UncommonGood in its sole discretion. The Connector may not display the Referral Tool or any content related to UncommonGood in a manner that does not permit successful linking or redirection to UncommonGood's Website. The Connector may not (a) alter the Referral Tool or any UncommonGood content, (b) insert any intermediate page, splash page or other content between the Referral Tool or any UncommonGood content and UncommonGood's Website (unless expressly agreed to in writing), (c) display the Referral Tool in any communication that the Connector disseminates to people or entities that it does not presently have a business relationship with or is not "followed" by on social media, or (d) disseminate any content related to UncommonGood that has not received our express approval.

(iii) Privacy Policy and User Terms of Use Compliance. The Connector agrees to adhere to and be bound by UncommonGood's Privacy Policy and to in no way act contrary to our general Terms of Use for users of our Website. For details, please see our Privacy Policy and Terms of Use, which are both posted on our Website. By using the Referral Tool and/or Website, the Connector consents to our collection and use of personal data as outlined in our Privacy Policy. If the Connector is in Europe, by using the Referral Tool and/or Website, Connector acknowledges our collection and use of personal information as described in the Privacy Policy.

(iv) Confidential Information. All trade secrets, know-how, methods, software, and other financial, business, regulatory or technical information that a party receives (the "Receiving Party") from the other party (the "Disclosing Party") in connection with this Agreement or the business relationship it governs shall be confidential and proprietary information ("Confidential Information") of the Disclosing Party. Except for the specific rights granted by this Agreement, the Receiving Party shall not access, use or disclose any of the Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent and shall use reasonable care to protect the Confidential Information, and in no event any less care than it uses to protect its own similar information and data. Each party shall be responsible for any breach of confidentiality by its directors, officers, employees, contractors and shareholders. Promptly after any termination of this Agreement (or at the Disclosing Party's request at any other time), the Receiving Party shall return to Disclosing Party all Confidential Information and any and all other information, records and materials developed therefrom. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party by the Receiving party or any third-party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party by the Receiving party or any third-party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party by the Receiving party or any third-party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party by that third-party. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such disclosure (if legally permitted) and reasonable assistance, at Disclosing Party's request and cost, if the Disclosing Party wishes to contest the disclosure.

(v) Public Announcements. The Connector must obtain the prior written consent of UncommonGood before publishing or releasing any press release, advertising, marketing materials or other public statement concerning this Agreement or the relationship between the parties.

(vi) Lawful Conduct. The Connector is solely responsible for its compliance with all applicable laws and contracts it has entered into with UncommonGood and/or third parties, including laws and contracts that bear on the Connector's referring Organizers to us, using the Referral Tool or marketing materials approved by UncommonGood or the Connector's use of the Website whatsoever. ***The Connector is fully responsible for the Referral Tool issued to it and maintaining the confidentiality of its password and account (if any) and all activities that occur via its Referral Tool or under its account. The Connector agrees to immediately notify us of any unauthorized use of its Referral Tool, password or account and/or any other breach of security.***

(vii) Enforcement of Agreement. UncommonGood reserves the right to refuse, delete, condition, suspend or terminate any Connector or content or transactions that uses or involves the Referral Tool or Website in a way that we believe in our sole discretion may violate this Agreement or harm the interests of our users, other connectors, business partners, the public or UncommonGood, or that expose the same to risks that are unacceptable to us. We may share any information related to your use of the Referral Tool or Website with the appropriate legal or regulatory authority or law enforcement agency, consistent with our legal or contractual obligations. This information may include information about the Connector and any information, data and/or transactions you made through or related to your use of the Referral Tool or Website. We will not be liable for any loss or damage arising from your failure to comply with this Agreement or the law, and you agree to fully cooperate with any request we make for evidence we deem necessary to verify compliance with this Agreement and/or to mitigate damage you cause.

(viii) Right to Inspect. UncommonGood shall have the right to inspect Connector's use of any Referral Tools and all materials and payment information related thereto in order to ensure the Connector's compliance with this Agreement. Partner shall cooperate fully and shall provide UncommmGood prompt access to all requested materials in order to facilitate our right to inspect. UncommonGood's failure to discover or identify the Connector's breach of or non-compliance with this Agreement shall in no way be deemed approval of such breach or non-compliance or a waiver to pursue remedies therefor to the full extent provided for by law and this Agreement.

IV. RESULTS OF CONNECTOR PARTICIPATION

(i) Preservation of Information. Connector acknowledges and agrees that UncommonGood may preserve the personal or business information and data that Connector expressly or impliedly shares with us in using the Referral Tool and Website and/or may disclose through such use to our users. However,

UncommonGood has no obligation to Connector to retain such information or data and reserves the right to delete it at any time and for any reason, with or without notice, and without any liability to you or any third party for any resulting claims, damages, costs or losses.

(ii) Communications Sent to Us. We collect, use and preserve Connector communications sent to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Referral Tool and/or Website. By sending us any such communication, Connector represents and warrants that it has all rights necessary to submit such communications and acknowledges and agrees that (a) we are under no obligation of confidentiality, expressed or implied, with respect to what Connector communicates to us; (b) we may have something similar to Connector's suggestion already under consideration or in development; (c) we will be entitled to the unrestricted use and dissemination of Connector's communication and its underlying ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to Connector; (d) to whatever extent necessary, Connector hereby grants to UncommonGood a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all communications and their underlying ideas, and to sublicense its rights; and (f) Connector irrevocably waives, and causes to be waived, against us and our users any claims and assertions of any moral rights contained in such communications to us.

(iii) Third-Party Information. If Connector submits or communicates data or information about a third-party to us or to any of our users, Connector acknowledges and agrees that it has the authority of the relevant third-party for us and/or our users to access and use the communicated third-party data and information and that, if necessary, Connector has notified these third-parties of its actions and referred them to this Agreement and our Privacy Policy so they understand how their information is collected and used by us. We reserve the right to identify the Connector as the person or entity that provided us with the third-party data.

(iv) Disclosures to Comply and Assist with Law Enforcement. We may disclose any personal or other information or communications that the Connector shares with us or our users through the Referral Tool, the Website or any other means if disclosure by us is required by applicable law or we make such a disclosure in the

good-faith belief that such is reasonably necessary or helpful to assist in enforcing the law or this Agreement, to respond to claims that communications with us or our users violates our rights or those of our users or any third-parties, or to protect the rights, property, or personal safety of UncommonGood, our users, other connectors or the general public.

V. LIMITATIONS ON UNCOMMONGOOD'S LIABILITY

(i) General Limitations on Liability. CONNECTOR EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER UNCOMMONGOOD NOR ITS AFFILIATES AGENTS, OFFICERS, DIRECTORS, EMPLOYEES NOR ANYONE ELSE INVOLVED WITH UNCOMMONGOOD SHALL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF UNCOMMONGOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE REFERRAL TOOL OR WEBSITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (3) ANY PROMOTIONS OR REWARDS MADE AVAILABLE THROUGH THE REFERRAL TOOL OR WEBSITE; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF CONNECTOR'S REFERRAL TOOL OR OTHER TRANSMISSIONS OR DATA; (5) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (K) ANY OTHER MATTER RELATING TO THE REFERRAL TOOL OR WEBSITE OR UNCOMMONGOOD'S RELATIONSHIP WITH THE CONNECTOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UNCOMMONGOOD'S TOTAL LIABILITY TO CONNECTOR FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT OF REFERRAL FEES DUE TO CONNECTOR, OR, IF GREATER, THAT UNCOMMONGOOD HAS PAID TO CONNECTOR IN THE LAST SIX (6) MONTHS OR ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Thus, some of the limitations set forth in this Section V may not apply to you. If you are dissatisfied with the Referral Tool, the Website or this Agreement, your sole and exclusive remedy is to discontinue use of the Referral Tool and the Website.

(ii) Disclaimers of Warranties. THE CONNECTOR'S USE OF THE REFERRAL TOOL AND WEBSITE IS AT YOUR SOLE RISK. THE REFERRAL TOOL AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNCOMMONGOOD AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. UNCOMMONGOOD AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT THE REFERRAL TOOL OR WEBSITE (A) WILL MEET YOUR REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL COMPRISED IN OR ASSOCIATED WITH IT WILL MEET YOUR EXPECTATIONS. FURTHER, WE MAY, AT OUR SOLE DISCRETION, STOP SERVICE OF THE REFERRAL TOOL OR WEBSITE AT ANY TIME WITHOUT LIABILITY TO THE CONNECTOR. ALSO, WE DISCLAIM LIABILITY TO THE CONNECTOR TO THE SAME EXTENT AS TO INCIDENTS ARISING FROM THIRD-PARTY ELEMENTS OR SERVICES THAT THE REFERRAL TOOL OR WEBSITE USES.

(iii) Third-Party Websites, Products and Services. The Referral Tool and/or Website may link to other websites, products, and/or services from other companies. These links are provided as a convenience to the Connector and our users, but UncommonGood has no control or responsibility for such websites or resources. We have not reviewed all the information on such sites – including all information on the Connector's website – and are not responsible for the content thereon or any products or services that may be offered through those sites. Inclusion of such links in or on the Referral Tool or Website should not be viewed as an endorsement of the content of those websites. Different terms may apply to the Connector's use of any linked sites. UncommonGood is not responsible for any losses, damages or other liability incurred as a result of your use of any other websites, products or services

(iv) Indemnity and Release. The Connector agrees to release, indemnify on demand and hold UncommonGood and its affiliates, officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) to us arising out of or relating to Connector's use of the Referral Tool or Website, communications with third

parties, including but not limited to Credited Referrals or potential Credited Referrals, violation of this Agreement, and any content Connector disseminates or action it takes related to UncommonGood whatsoever. The Connector agrees that UncommonGood has the right to conduct its own defense of any claims at its own discretion, and that Connector will indemnify UncommonGood for the costs of its defense (including, but not limited to attorney's fees). If Connector is a California resident, it waives California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If Connector is a resident of another jurisdiction, whether in or outside of the United States, Connector waives any comparable statute or doctrine.

VI. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

(i) Arbitration and No Class Actions. THE CONNECTOR AGREES THAT ALL DISPUTES BETWEEN THE CONNECTOR AND UNCOMMONGOOD OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT THE DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO THE CONNECTOR'S RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS AGREEMENT OR THE CONNECTOR'S USE OF THE WEBSITE WHATSOEVER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND THE CONNECTOR AND UNCOMMONGOOD HEREBY EXPRESSLY WAIVE ANY TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT THE CONNECTOR AND UNCOMMONGOOD WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. FURTHERMORE, THE CONNECTOR AND UNCOMMONGOOD AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY OR CAPACITY AS A SINGLE PARTY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS BOTH THE CONNECTOR AND UNCOMMONGOOD AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN THE CONNECTOR'S CLAIMS WITH ANY OTHER PERSON OR ENTITY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

(ii) Injunctions and IP Claims. ***Notwithstanding Section VI(i), nothing in this Agreement shall be deemed to waive, preclude, or otherwise limit the right of either of us to (a) seek injunctive relief in a court of law; and/or (b) file suit in a court of law to address an intellectual property infringement claim. Such claims can be filed in court, separately from any arbitration.***

(iii) The Arbitration Process. Any arbitration between the Connector and UncommonGood will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and as modified by this Agreement. The AAA Rules and filing forms are available at www.adr.org. A party that seeks arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail, UPS or Federal Express (signature required) or by electronic mail (the “Notice of Arbitration”). Our current email address for such notice is: team@douncommongood.com. The Notice of Arbitration must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. The parties agree to make a good faith effort to resolve the claim directly, but if we are not successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be presided over by a tribunal of three arbitrators, with each party having two preemptory strikes of seven potential arbitrators from a random pool submitted to us by the AAA. The entire notice period and the arbitration itself shall be confidential. During the arbitration, the amount of any settlement offers made by either of us must not be disclosed to the arbitrator. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which a decision and award, if any, are based.

(iv) Arbitration Fees. The party that commences any arbitration is responsible for the filing fee, and each party shall be responsible for its own attorney’s fees and each advance 50% of any arbitration fees, subject to the other party reimbursing the prevailing party for all reasonable attorney’s fees and arbitration fees incurred in the arbitration proceeding. The arbitrator may make rulings and resolve disputes as to payment and reimbursement of fees or expenses either during the proceeding or, upon request from either party, within 14 days of the arbitrator’s ruling on the claims’ merits.

(v) Choice of Law and Venue. Any and all claims and all disputes arising between us with regards to your relationship with us, this Agreement and/or your use of the Referral Tool and/or Website, and whether brought by arbitration proceeding or in court, to the extent these this Agreement allows for court, shall be resolved under the laws of the State of New York, without regard to choice of

law, and shall proceed in with an AAA tribunal (or a court of competent jurisdiction) set in Manhattan.

(vi) Confidentiality. We each agree to keep strictly confidential the arbitration proceedings, all information exchanged between us, and any settlement offers, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

(vii) Enforceability of Dispute Resolution. If this Disputes Resolution Section (Section VI) is found to be unenforceable, then the entirety of this Section VI shall be null and void and, in that case, the parties agree that the exclusive jurisdiction and court venue described in Section VI(v) above will govern any action arising out of or related to this Agreement. However, as to all other sections of this Agreement, if any provision is found by an arbitrator or court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions, and the other provisions of this Agreement remain in full force and effect.

VII. TERMINATION

(i) In General. The term of this Agreement will begin when you sign up and are approved as a Connector and end when terminated by either party (the "Term"). Either UncommonGood or Connector may terminate this Agreement at any time, with or without cause. Further, the Connector specifically agrees that UncommonGood, in its sole discretion, may suspend or terminate the Referral Tool and/or the Connector's status as a Connector, and may remove and/or discard any content or data in UncommonGood's possession related to the Referral Tool or the Connector at any time and for any reason, with or without notice, and without any liability to the Connector or to any third-party for any claims, damages, costs or losses resulting therefrom. Upon termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and the Connector will immediately cease use of and remove the following items from the Connector's website and all other places where such might be displayed: (i) the Referral Tool and (ii) any other UncommonGood trademarks, logos, marketing materials and/or IP that we might have authorized from time-time-time for your use in connection with this Agreement. Termination results in the immediate closure of the Connector's Referral Tool and account (if any) and, if the Connector breaches any term or condition of this Agreement, the loss of all rights regarding Credited

Referrals, including Connector's forfeiture of all Referral Fees we have not paid to you.

(ii) Survival. Sections III-VIII of this Agreement shall survive any termination of your account, your status as a Connector and your use of the Referral Tool and Website.

VIII. MISCELLANEOUS

(i) Entire Agreement. This Agreement, and any other materials expressly incorporated by and into this Agreement, and nothing else, constitute the entire Agreement between the Connector and UncommonGood and govern the Connector's use of the Referral Tool and Website and all aspects of the Connector's relationship to the Referral Program whatsoever, superseding any prior agreements between us with respect to the same subject matters. The Connector may also be subject to additional third-party terms of use that may apply due to your participating in the Referral Program, such as terms of use of third-party payment processors.

(ii) Governing Law. This Agreement will be governed by the laws of the State of New York without regard to its conflict of laws provisions, and any arbitration arising from this Agreement shall be held in the County of New York. With respect to any disputes or claims not subject to arbitration, as set forth above, the Connector and UncommonGood agree to submit to the personal and exclusive jurisdiction of any court of record of the State of New York in the County of New York or a United States District Court in the Southern District of the State of New York.

(viii) No Waiver; Severability. The failure of UncommonGood to exercise or enforce any right or provision provided by this Agreement shall not constitute a waiver of such right or provision. Unless otherwise provided herein, if any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties agree that the arbitrator or court should endeavor to give effect to the parties' intentions, and the other provisions of this Agreement shall remain in full force and effect.

(iii) Time Bar on Claims. The Connector agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Referral Tool, Website this Agreement must be filed within one (1) year after such claim or cause of action arose or shall be forever barred.

(iv) No Assignment. The Connector may not assign this Agreement without the prior written consent of UncommonGood, which may be withheld in our sole discretion, but UncommonGood may assign or transfer this Agreement, in whole or in part, without restriction.

(v) Notices. Notices to the Connector may be made through either email or regular mail. We may also provide notices to the Connector of changes to this Agreement or other matters by displaying notices or links to notices generally on the Website.

(vi) Force Majeure. UncommonGood shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.