

COMMUNITY FUNDRAISING AGREEMENT

This Community Fundraising Agreement is between Wounded Warrior Project, Inc. (“WWP”), a Virginia nonprofit corporation recognized, and “you”, an individual or entity who wishes to raise funds for WWP by participating in or hosting one or more “Fundraiser(s)” as described in the Fundraiser registration form you submit to WWP.

1. This Agreement takes effect upon submission of your Fundraiser registration form and ends when you send in the Donation (as defined below), or as otherwise agreed by you and WWP.

2. You agree to assume all the duties and obligations involved in promoting and completing the Fundraiser in order to generate funds for WWP.

3. You will pay (and cause any applicable third parties to pay) to WWP all funds raised through the Fundraiser (the “Donation”) no later than 60 days after the last day of the Fundraiser, or no later than 60 days after the date of termination of this Agreement, whichever is earlier. For clarity, the Donation consists of funds raised through your Fundraiser, and does not refer to a separate fee.

4. You will comply with all applicable federal, state and local laws and regulations, and all Better Business Bureau standards, including those relating to cause marketing, games of chance, raffles, auctions, charitable solicitations and promotions.

5. WWP may revoke registration of your Fundraiser and your access to any and all online WWP materials and resources and to terminate this Agreement effective immediately at any time by providing notice to you. In the event of such revocation, you must immediately stop advertising the Fundraiser, using the Licensed Trademarks, and using any materials (e.g. brochures, pamphlets, pictures) provided by WWP or otherwise containing the Licensed Trademarks. You acknowledge that failure to cease all use of the Licensed Trademarks at the expiration or earlier termination of this Agreement will result in immediate and irreparable damage to WWP and will entitle WWP to equitable relief by way of injunctive relief and such other relief as any court with jurisdiction may deem appropriate.

6. You hereby grant to WWP a perpetual, sub-licensable, and royalty-free worldwide license to use, reproduce, distribute, publicly display, and creative derivative works of 1) any photographs, videos, stories, testimonials, or other materials related to your Fundraiser that you submit to WWP (“Submission”) and 2) your name, likeness, persona, biographical information, and other intellectual property appearing in any photographs or videos taken by WWP at or related to your Fundraiser. You hereby waive any and all rights to approve, review, or receive any monetary compensation for any use of your Submission. You represent and warrant that any materials you submit to WWP are wholly original and will not infringe or violate any right whatsoever of any third party, including but not limited to someone’s right of publicity or privacy. You further represent and warrant that you have obtained permission from any and every individual and permission from the parent or legal guardian of any and every minor (under the age of 18) appearing within the Submission whether such appearance is visual, auditory, or captured via text.

7. WWP grants to you a limited, non-exclusive, non-transferrable license to use the WOUNDED WARRIOR PROJECT® word mark (the “WWP Word Mark”) and the PROUD SUPPORTER OF WOUNDED WARRIOR PROJECT® design mark (the “WWP Proud Supporter Mark”) as provided by WWP, (collectively, the “Licensed Trademarks”) solely for the purpose of promoting the Fundraiser using marketing materials, t-shirts, and other apparel (the “Marketing Materials”) in accordance with the terms and conditions of this Agreement and only for the Term of this Agreement. WWP expressly

reserves all rights in and to the Licensed Trademarks that are not expressly granted in this Agreement. You agree that you acquire no ownership rights in the Licensed Trademarks under this Agreement and further agree that WWP is the sole owner of all right, title and interest in and to the Licensed Trademarks and that all rights that may be acquired by the use of the Licensed Trademarks under this Agreement shall be for the sole benefit of WWP.

8. You may only use the Licensed Trademarks in conjunction with the phrases such as “to benefit” or “to support”; for example, “Fundraising Event to benefit Wounded Warrior Project.” You may not imply or state that you represent or are employed or sanctioned by WWP.

9. Nothing in this Agreement creates a partnership, principal-agent, employer-employee or similar relationship between you and WWP. You are responsible for maintaining any required insurance for your Fundraiser and understand that WWP’s insurance will not cover you, your Fundraiser, or any volunteers.

10. You will conduct your Fundraiser and use the Licensed Trademarks in accordance with the charitable nature and mission of WWP. You may not involve third party trademarks, products, persons or endorsement that may damage the reputation of WWP or conflict with the mission of WWP.

11. WWP reserves the right to review and approve or deny any Marketing Materials prior to their production, publication, distribution, or sale. You agree to submit designs, samples, descriptions, or other materials requested by WWP to review and approve or deny your proposed Marketing Materials. WWP, in its sole discretion, may reject any Marketing Materials; require you to recreate, alter, or revise the Marketing Materials; and/or require you to resubmit for approval any such Marketing Materials.

12. WWP does not make, and hereby expressly disclaims, any and all express and/or implied warranties relating to the Licensed Trademarks.

13. You will indemnify, defend, and hold harmless WWP, its affiliates, and their respective officers, directors, employees, and agents, from and against any claims, damages, and liabilities (including reasonable attorneys’ fees) arising out of or relating to (a) your Fundraiser; (b) your breach of this Agreement; and (c) your negligence or willful misconduct.

14. Notwithstanding anything in this Agreement to the contrary, in no event will WWP be liable to you or any third party for any amount in excess of the amount of the Donation received by WWP under this Agreement.

15. You warrant and represent to WWP that you are 18 years of age or older and have the full right and authority to enter into and fully perform this Agreement in accordance with the terms and conditions, and this Agreement, when executed, will be a legal, valid and binding obligation enforceable against you in accordance with the Agreement’s terms and conditions.

The parties hereto have executed this Agreement on the day and year you click or check “I agree” in the applicable box below.