

FUNDRAISING AGREEMENT

This agreement is made between DM Print Limited, whose registered address is Digital House, Royd Way, Keighley, West Yorkshire BD21 3LG and company registration number is 00382357 (“the Company”) and the organisation which submits their details after accepting the terms and conditions specified in this agreement (“the Fundraising Group”).

The Company’s trading names are as shown below and will be used to help to promote the Services. Such trading names may be extended or revised at the Company’s discretion.



Definitions

“Fundraising Group Identification Code” – means typically an alpha-numeric code allocated by the Company that identifies the Fundraising Group. The Company will issue the Fundraising Group Identification Code.

“Agreement” – means this Fundraising Agreement and represents the entire agreement between the Fundraising Group and the Company and supersedes any negotiations or prior agreements.

“Fundraising Group” – means a UK registered Charity (with a current active registered Charity number), or other fundraising organisation who wish to promote the Services in exchange for raising funds via Sales Commissions.

“Sales Commission” – means sales commission paid to the Fundraising Group

- i) on Guest and Registered End User purchases introduced by the Fundraising Group made via a Qualifying Link
- ii) on future purchases from such End Users provided the End User had registered with the Company, unless such End User subsequently originates from another qualifying link or elects to donate to another beneficiary

“Donation” – means a payment from the Company to the Fundraising Group relating to purchases of greeting cards via promotions undertaken by the Company whereby End Users select the Fundraising Group as the beneficiary.

“End User” – means a fee paying customer who uses and has paid for the Services.

“Link” - a Link is a hyperlink placed by the Fundraising Group on a website or email which, when clicked on, serves the Company website (e.g. www.giving.cards or www.hellomarket.co.uk) to the End User's internet browser. The Link may be in the form of text, a product image, a button or a banner. The Link comprises at least the Company website domain and ends with a Fundraising Group Identification Code. The Company will confirm the Fundraising Group Identification Code and URL to the Fundraising Group.

“Print & Production Price” – is the price of the mail piece supplied to an End User after the deduction of any discount or offers applied to the purchase and before the addition of postage charges and VAT.

“Qualifying Link” – is the last hyperlink accessed by the End User from the Fundraising Group’s web site, email communication or other online promotion by the Fundraising Group, that serves the Company website to the End Users internet browser and

- i) where a fully paid sale of the Services is made to the End User as a Guest, or

ii) the End User registers with the Company, which will allocate the End User to the Fundraising Group for purposes of allowing future Sales Commissions subject to the Sales Commission definition above. The Company will confirm the Fundraising Group Identification Code and URL to the Fundraising Group.

“Services” – means the provision of an online greeting card and/ or direct mail service with the Fundraising Group’s branding throughout. Such web site and services to incorporate, but not be restricted to, the Fundraising Group’s logo, a choice of pre-designed greeting card and mailing templates, a design editor, a range of fonts, stock images, facilities to upload and store customer images and/or data, a store of purchase history, online 3D image proofing, full colour digital printing and personalisation, a choice of postal and payment options.

The Fundraising Group’s logo will be displayed throughout the website. In addition the Fundraising Groups’s logo will be presented in our generic offer for selection together with other participating fundraising groups for the End User to choose to make a Donation and support their favourite fundraising group.

“Territory” – means the United Kingdom unless otherwise approved in writing by the Company.

“Trademarks” – means those trademarks as shown at the start of this agreement together with any other trademarks the Company uses from time to time.

Terms

Start date, term and termination

This Agreement commences on the date the Fundraising Group clicks acceptance of these terms (or from the date entered at the end of this agreement if not completing this agreement online) and continues for a minimum term of 12 months and thereafter subject to 60 days notice in writing to terminate except that the Company;

- i) may terminate this Agreement immediately where there is any infringement or attempted infringement of any copyright, patent or software rights, or trademarks of the Company.
- ii) can terminate this Agreement at any time in the event that the Fundraising Group displays conduct not becoming that of a responsible organisation or attempts to bring the Company into disrepute.
- iii) Both the Company and the Fundraising Group may terminate this agreement if; (a) Either party commits a breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach; (b) Where a receiver is appointed over any of the property or assets of either party, becomes subject to an administration order, or goes into liquidation.

Upon termination of this agreement for any reason, the Fundraising Group must at its own expense cease to promote or market the services, and return any confidential information material relating to the Services. The Fundraising Group will have no claim against the Company for compensation for loss of commission, goodwill or any other loss, and the Company will have no further obligation to the Fundraising Group under this agreement.

Termination for any reasons whatsoever shall not remove any obligation on the Fundraising Group to be bound by the exclusion periods after termination and no delay in any notice to terminate by either party shall be construed as a waiver of any right to terminate.

Company Obligations

The Company provides a non-exclusive and revocable right to the Fundraising Group to promote and market the Services and to establish links to the Company’s websites. The Company will provide an advertising banner which the Fundraising Group can place on their website and which will allow the Company to track and attribute any visitors who click through to the site. The Company shall maintain a Commission and Donation reporting system and such system is available for audit and inspection by the Fundraising Group.

Fundraising Group Obligations

The Fundraising Group will diligently market and advertise the Services consistently and throughout the full term of the Agreement, through the Internet and other channels and shall develop, operate and maintain Links from its site to the Services’ website at its sole cost and expense. The Fundraising Group will promote the Services to End Users, Staff, Corporate Supporters and individual Donors and will use reasonable endeavours to sell the Services throughout the full term of the Agreement within the Territory. The Fundraising Group shall supply its logo and

agrees to it being displayed on the Company's web sites in addition to it being printed on the End Users card purchases.

Fundraising Group Exclusion Period

The Fundraising Group agrees that in working with the Company confidential and expert knowledge regarding the provision of the Services will be acquired and so agrees that they will not;

- (a) Market or develop competitive Services either on its own or in conjunction with any other party within the term of this Agreement or within 2 years of its termination.
- (b) Solicit, engage or work with, in any nature whatsoever, any of the Company's employees or Suppliers within the term of this Agreement or within 2 years of its termination, except by written permission.
- (c) Appoint resellers.

Commissions and Donations

The Company shall pay the Fundraising Group a sales commission of 10p per greeting card plus 10% of the Print & Production Price (less any promotional discounts offered from time to time) on sales arising from End Users via the Link or other promotions. Commission on End User sales is payable where the Company's website detects a Fundraising Group Identification Code associated solely with the Fundraising Group.

The Fundraising Group will provide its bank account and sort-code details to the Company for Commission and Donation payments. Commission and Donation payments will be payable via electronic bank transfer within 30 days of the end of the month of receipt of payments from End User sales. Where the Commission and Donation payment due is less than £100, the Company reserves the right to roll sums due over to the subsequent month until the combined Commission and Donation payment is greater than £100. If in the event of termination any outstanding sums are less than £100, the Company will pay such monies less the deduction of a £25 administration fee.

Intellectual Property

The Company is the sole and exclusive owner of all rights, title and interest including all intellectual property and software rights, patent rights (whether applied for or granted), in the content, logo, style, design, look and feel, trade names and Trademarks of the Services.

Warranties and Liability

The Company warrants to the Fundraising Group that the Services are of satisfactory quality. The Company is not aware of any rights of any third party in the Territory that would prohibit the sale of the Services, or the use of any of the Trademarks on or in relation to the Services that render the Services unlawful. In the event of a breach of this warranty the Company's liability will be limited to replacing the Services in question, or at the Company's option, repayment of the End User price where this has been prepaid.

The Company shall not, except in respect of death or personal injury caused by the negligence of the Company, be liable to the Charity or an End User by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this agreement, for any consequential loss or damage, whether for loss of profit or otherwise and whether occasioned by the negligence of the Company, its employees, or otherwise, arising out of or in connection with any act or omission of the Company relating to the manufacture or supply of the Services, their resale by the Fundraising Group or their use by any End User.

The Fundraising Group must not make any statements, representations or claims and must not give any warranties to any End User or potential End User in respect of the Services, save such as may have been specifically authorised by the Company, and such authority shall be given in writing at the relevant time.

Assignment

This Agreement is personal to the Fundraising Group, who may not without the written consent of the Company, assign or dispose of any of their rights under it, or sub-contract or otherwise delegate any obligations under it. The Company may transfer or assign this agreement and the rights and obligations under it in part or total to any other party at any time, and must inform the Fundraising Group of any such transfer in writing within 30 days of completion.

Confidentiality

Both parties must at all times during the term of this Agreement and for 2 years after its termination use their best endeavours to keep all oral and written restricted information confidential and must not:

- i) Disclose any restricted or confidential information to any other person; or

ii) Use any restricted or confidential information for any reason other than the performance of its obligations herein.

Severability

If any provision in this Agreement is declared to be or becomes unenforceable, invalid or illegal for any reason whatsoever, the other terms and provisions of this Agreement will remain in full force and effect. If any exclusion period specified in this agreement is subsequently found to be unreasonable, then such period shall be reduced as determined and remain in full force and effect.

Force Majeure

This Agreement shall be suspended for any period during which either party reasonably believes that the parties are prevented or hindered from complying with their obligations under any part of this agreement, by any cause beyond their reasonable control including but not restricted to strikes, war, civil disorder, and natural disasters.

Applicable Law

This Agreement shall be governed by and construed according to English law.

This Agreement has been duly executed by the DM Print Limited and the Fundraising Group.

In agreement for and on behalf of DM Print Limited

A D Kemp
Director