

VOLUNTEER AGREEMENT

This volunteer agreement (“Agreement”) is entered into this _____ day of _____, 2015 (the “Effective Date”), by and among ACEing Autism Inc., a Massachusetts nonprofit corporation (“Nonprofit”) and _____, an individual (“Volunteer”).

RECITALS

The parties enter into this Agreement with reference to the following facts:

- A. Nonprofit is a Massachusetts corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code, which, among other things, engages in the following: provides tennis lessons to children with autism and specifically works on improving hand-eye coordination and social skills; provides a place for parents of children with autism to meet and talk about autism and one another; and provides guest speakers during tennis lessons who are researchers in the field of autism to help educate the parents of the children (collectively referred to herein as “Nonprofit’s Activities”).
- B. Volunteer is an individual who has the experience, qualifications and prerequisites to assist with Nonprofit’s Activities and desires to engage in the Nonprofit Activities as a volunteer as this term is commonly understood in the charity sector.
- C. Therefore, Nonprofit and Volunteer wish to enter into this Agreement whereby Volunteer shall assist Nonprofit with certain aspects of its Nonprofit Activities as directed by the members of the board of directors or agents of Nonprofit, and such other services which may be specified by Nonprofit during the Term (as defined herein) of this Agreement in Exhibit A, which is attached hereto and incorporated herein by this reference (the “Services”). Volunteer shall perform the Services as a volunteer without compensation and according to all rules and regulations under federal, state and local law and those rules, policies and regulations of Nonprofit whether as set forth herein or provided to Volunteer by Nonprofit during the Term (as defined herein) of this Agreement.
- D. The parties hereto desire and intend to adopt this Agreement for the purpose of providing the governing terms and conditions regarding the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained herein, the parties enter into this Agreement on the following terms and conditions:

1. RECITALS

The above cited Recitals are incorporated herein by this reference and made a part of this Agreement.

2. TERM; TERMINATION

The term of this Agreement shall begin on the Effective Date and continue in effect for an initial term of one (1) year (the “Term”) and shall automatically renew for successive one (1) year periods unless otherwise terminated by either party in accordance with the terms of this Agreement. This Agreement shall terminate automatically upon written notice of the occurrence of any of the following events: (i) should Volunteer default in the performance of its Services under this Agreement or materially breach any of its provisions, Nonprofit, at Nonprofit’s option, may terminate this Agreement by giving written notification to Volunteer; or (ii) should Nonprofit materially breach any of its obligations under this

Agreement, Volunteer, at the Volunteer's option, may terminate this Agreement by giving written notification to Client. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason and at any time by providing written notice to the other party at least five (5) days prior to such termination date. Upon such termination, all provisions relating to Trade Secrets, Confidential Communications, Intellectual Property, and Nonexclusivity and Restrictions as provided for herein shall remain in full force and effect and any and all documents relating to such shall be returned to Nonprofit within ten (10) days after notice of such termination.

3. SERVICES PROVIDED BY VOLUNTEER

As of the Effective Date, Nonprofit hereby engages Volunteer as an unpaid volunteer, and Volunteer hereby accepts such engagement upon the terms and conditions provided for herein. Volunteer shall perform the Services as directed by the members of the board of directors or agents of Nonprofit, and such other Services as may be specifically set forth in Exhibit A.

4. INFORMED DECISION TO ACT AS A VOLUNTEER

In conjunction with the execution of this Agreement, Volunteer shall review, acknowledge, agree and comply with the statements, warranties and representations set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

5. EXPENSES

Volunteer shall be responsible for any and all costs and expenses associated with its Services or any term of this Agreement and Nonprofit shall not be responsible for reimbursing any costs or expenses incurred by Volunteer for any reason.

6. WARRANTIES AND REPRESENTATIONS

Nonprofit hereby warrants and represents the following: (i) that it is free to enter into this Agreement, and that it has not and will not enter into any other agreement with obligations conflicting those obligations contained herein; and (ii) and that it has conducted its own independent investigation into the skill, knowledge and expertise of Volunteer and has knowingly and voluntarily engaged Volunteer to provide the Services described herein.

Volunteer hereby warrants and represents the following: (i) that it is free to enter into this Agreement, and that it has not and will not enter into any other agreement with obligations conflicting those obligations contained herein; (ii) that it is engaged in business independent from Nonprofit; (iii) that it will act in good faith and use its best efforts in performing the Services in furtherance of Nonprofit's Activities; and (iv) that it has the requisite skill, knowledge and expertise to perform the Services and that such Services shall be provided in accordance with generally accepted industry standards.

7. INDEMNIFICATION

Volunteer shall indemnify, defend and hold harmless Nonprofit and its respective agents, representatives, employees, directors, managers, members, and officers from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) resulting from: (i) injury (including sickness, disease or loss of life) to any person, or damage to any property of any third party at or as a result of the Services, including, that caused by Volunteer's willful, wanton or intentional acts; (ii) Volunteer's performance of its obligations contained herein, including performance of the Services; or (iii) Volunteer's breach of any of the warranties and/or representations contained herein. Further,

Nonprofit, hereby agrees to indemnify and hold Volunteer, and Volunteer's agents, representatives, employees, directors, managers, members and officers harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from Nonprofit's breach of any of the warranties and/or representations contained herein. This indemnity shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT & DELEGATION

Either party shall be permitted to assign and/or delegate the rights, duties and obligations owed hereunder only upon prior written approval from the other party.

9. TRADE SECRETS, CONFIDENTIAL COMMUNICATIONS, NON-CIRCUMVENTION

- A. Nonprofit has purchased, otherwise acquired, created, invented, discovered, researched, compiled and/or otherwise developed knowledge of various facts and information and/or methods and procedures including but not limited to client/donor lists, contacts, and business associates (hereinafter referred to as "Trade Secrets") which are extremely valuable to Nonprofit in the conduct of its business, which are not generally known to competitors and which, if known by competitors, would be to Nonprofit's substantial detriment. As part of Volunteer's Services to Nonprofit, Nonprofit may transmit and/or cause to be transmitted to Volunteer, such Trade Secrets. Additionally, Volunteer may intentionally or unintentionally intercept or otherwise learn of and/or receive directly from a third party client of Nonprofit and/or from some person acting in furtherance of such third party's interest, information and/or communications which have been imparted in confidence to further such interest of such third party (hereinafter referred to as "Confidential Communications"). As such, Volunteer hereby agrees to use the highest degree of care and effort to keep and maintain the complete confidentiality of all Trade Secrets and Confidential Communications and to use and/or disclose the same, if at all, only during the Term of this Agreement and in the facilitation of the Services. This provision shall survive the termination of this Agreement.
- B. Neither party to this Agreement shall take any action or fail to take any action which circumvents or has the effect of circumventing the relationship between the parties or this Agreement or of the economic rights of either party.

10. INTELLECTUAL PROPERTY

Volunteer acknowledges and agrees that any trademarks, trade names, artwork, designs, logos, copy, lesson plans, curriculum, and all other intellectual property (collectively, "Intellectual Property") provided to Volunteer or its agents may be used by Volunteer solely in connection with this Agreement that all right, title, and interest in and to Nonprofit's Intellectual Property is and shall remain the sole and exclusive property of Nonprofit; and that Volunteer shall acquire no rights therein by reason of this Agreement.

11. NONEXCLUSIVITY AND RESTRICTIONS

This Agreement shall be nonexclusive between the parties. Nonprofit may contract with other volunteers, or employ, contract with, and/or employ other individuals or organizations to receive the same or similar Services as those provided by Volunteer as provided for herein. Similarly, Volunteer may provide the same or similar Services to other individuals and/or organizations. Notwithstanding the foregoing, during the Term of this Agreement and upon termination or expiration of this Agreement, Volunteer shall not be permitted to use Nonprofit's Trade Secrets, Confidential Communications, or Intellectual Property in any

manner or for any reason whatsoever, including, but not limited to such use in the event Volunteer is providing the same or similar services to other individuals or organizations.

12. MEDIATION AND ARBITRATION OF DISPUTES AMONG THE PARTIES

In any dispute over the provisions of this Agreement and in other disputes among the parties, if the parties cannot resolve the dispute to their mutual satisfaction, the matter may be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the parties, the dispute shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

13. ATTORNEYS' FEES

If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such action, except as provided hereinabove. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney.

14. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the state of California. The parties hereby consent to the jurisdiction of the courts of the state of California and the federal courts located in California in any action on a claim arising out of, or in connection with this Agreement.

15. SEVERABILITY & COUNTERPARTS

If any provision of this Agreement, or any portion thereof, is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts and by facsimile transmission or any other form of electronic or digital signature, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached hereto.

16. ENTIRE AGREEMENT

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties' executive officers to this Agreement. No representations or warranties other than those expressly set forth in this Agreement are made or relied upon by either party.

17. NOTICES

Any notices required herein by the parties to the other parties shall be effected either by personal delivery or by United States certified mail with return receipt requested at the below address:

Nonprofit:

ACEing Autism
Attn: Richard Spurling
9064 Nemo St.
West Hollywood, CA 90069
Phone: 310-579-2462
Email: Richard@aceingautism.com

Volunteer:

Address: _____

Phone: _____
Email: _____

IN WITNESS WHEREOF, the parties execute this Agreement as of the day first written above.

Nonprofit:

ACEing Autism

By: _____
Richard Spurling, President

Dated: _____

Volunteer:

By: _____

Dated: _____

EXHIBIT A
Additional Specific Volunteer Services

Volunteer has received or will receive Nonprofit's manual containing the curriculum that Volunteer will be responsible for following and will receive weekly lesson plans from Nonprofit setting forth the lesson to be taught by Volunteer for that week. Volunteer shall teach in accordance with such documents at the same location every week as determined by Nonprofit and communicated to Volunteer.

EXHIBIT B
Informed Decision to Act as Volunteer

By signing below, I, _____, hereby agree and acknowledge that I have made the informed decision to act as an uncompensated volunteer of Nonprofit. Further, by signing below, I hereby expressly warrant and represent that I have been made aware of and agree to and acknowledge the following:

1. I am over the age of eighteen (18);
2. I freely and knowingly agree to volunteer my time to assist and provide the Services, as a volunteer in connection with Nonprofit's Activities, which may vary in scope and nature, but which all strive to support Nonprofit's overall mission as described hereinabove.
3. I understand that the Services will require my diligent and unpaid performance of certain duties as directed by Nonprofit's officers, agents, directors and/or staff, and specifically, the members of the board of directors of Nonprofit. I hereby commit to perform such duties in a commercially reasonable manner during the time in which I am rendering the Services.
4. I hereby expressly acknowledge, agree, warrant, declare, state and represent that I am acting as a volunteer and not in the capacity of an employee, agent, independent contractor or similar capacity of Nonprofit or any other person or entity, including but not limited to individuals and/or entities related to Nonprofit. I further acknowledge, agree, warrant and represent that I understand that I will not be compensated in any manner by Nonprofit for the Services, nor do I expect to receive compensation of any kind from any source, including but not limited to Nonprofit, for such Services. Further, I acknowledge, agree, warrant and represent that Nonprofit has not promised, nor otherwise implied, that I will receive any compensation, either in cash or in kind, for the Services. Accordingly, I have no expectation whatsoever for any compensation from Nonprofit or any other third party in exchange for my Services.
5. I agree to abide by all applicable laws, rules, regulations and procedures in my performance of the Services. I agree to act courteously at all times with regard to any and all individuals with whom I have contact, including but not limited to those individuals benefiting from Nonprofit programs, and to account for all money, books, records, goods or other property entrusted to me by Nonprofit. Further, I hereby warrant and represent that, in performing the Services, I will not disparage or otherwise damage the reputation or goodwill of Nonprofit and will abide by the rules, regulations and procedures and standards of conduct as established by Nonprofit and/or as amended by Nonprofit from time to time.
6. I hereby acknowledge, warrant and represent that I am fit and fully capable of performing the Services. I hereby authorize Nonprofit to conduct an investigation, in its sole and unfettered discretion, of my background to ensure the accuracy of my personal information and my fitness to perform the Services, including but not limited to the verification of my warranties and representations as contained herein. I further agree to perform such further acts as necessary to assist Nonprofit in the performance of said checks and verifications, including but not limited to providing my fingerprints, executing certain documents to evidence my authorization of the release of certain information from third parties to Nonprofit, and/or obtaining records or documents for Nonprofit's use in determining my fitness for the performance of the Services that Nonprofit may not otherwise be able to obtain.
7. I hereby release Nonprofit, and Nonprofit officers, directors, agents, attorneys and employees, from any and all liabilities, claims, damages, costs and/or responsibilities associated with my

performance of the Services, including but not limited to those resulting from personal injury, illness, sickness, or property damage which I may suffer while I am performing the Services including but not limited to injury or damage caused by my intentional acts, negligence (gross or otherwise), or willful or wanton conduct and/or the intentional acts, negligence (gross or otherwise), or willful or wanton conduct of third parties.

8. I agree and acknowledge that Nonprofit shall have no responsibility or liability whatsoever for any of my acts, omissions or failures to act in rendering the Services, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct. Further, I hereby agree to indemnify and release Nonprofit and its officers, directors, agents, attorneys and employees from any and all liabilities, claims, damages, costs (including but not limited to attorney's fees) resulting from any of my acts, omissions or failures to act in rendering the Services, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct, including but not limited to acts taken by me that are outside the scope of those acts necessary to perform the Services.

I have been given a copy of this document for my personal records and this information was provided to me in a language I can read and understand. By signing below, I hereby acknowledge that I have read and understood the above disclosures and representations and agree to and acknowledge the information provided herein.

(Date)

(Print Name)

(Address)

(Signature)

(City, State, Zip)

(Phone Number)

ACCEPTED BY:

ACEing Autism

By _____
Richard Spurling, President

(Date)