



Trusted Partner Agreement

This Agreement establishes a partnership between the following parties:

Red Basket, Inc.

1700 Farnam St.

Omaha, NE 68102-2007

Company-Partner Information

Name _____

Address _____

Contact Person _____

Phone Number _____

Email Address _____

Website _____

Type of Organization Nonprofit

Government

For Profit

The parties agree to the following:

Section I. Shared Goals

The parties intend to form a mutually beneficial relationship between Red Basket, Inc. ("Red Basket") and _____ [Company-Partner Name] ("Trusted Partner"). Through this partnership we will facilitate fundraising assistance to individuals marginalized by poor health (medical situation), natural disasters, accidents, or acts of nature and to individuals or organizations that are leading community improvement projects. The primary objective of both parties is to achieve the greatest outcome for the beneficiary ("Client"). It is our hope and expectation that this partnership, governed by this Agreement, will aid individuals and community projects in their fundraising efforts.

Section II. Benefits and Responsibilities

A. Benefits:

1) The benefits to the Trusted Partner are:

a. The ability for the Trusted Partner's Client to receive much needed assistance with which the Client's quality of life may be vastly improved;

b. The added exposure for the Trusted Partner due to:

i. The association of the Trusted Partner's logo and name with the Client's fundraising campaign through publication on RedBasket.org. Trusted Partner's logo will link to the Trusted Partner's website.

ii. The mention of the Trusted Partner's name in any press releases generated by Red Basket on the Client's behalf which may result in the Trusted Partner's name appearing in print, online, radio, television or other media.

iii. The mention of the Trusted Partner and the Client on Red Basket's social media channels.

c. The Trusted Partner will have a reputable, free resource for the Client to use in order to raise money for personal emergencies or community improvement projects.

d. The Trusted Partner's Client will work with a dedicated Red Basket Account Manager and receive fundraising coaching from Red Basket in an effort to increase the success of the Client's fundraising efforts.

2) The benefits to Red Basket are:

- a. The opportunity to expedite Trusted Partner Client applications; and
- b. A correlated decrease in overhead expenses of validating the Client's fundraising campaigns that are submitted by a Trusted Partner.
- c. Added exposure due to the mention of Red Basket on the Trusted Partner's social media channels and website

3) The benefit to both parties is:

- a. The opportunity to build a quality network among multiple organizations who share similar values and goals

B. Responsibilities:

1) Trusted Partner:

a. The Trusted Partner will validate every Client's need to fundraise before an application is submitted to Red Basket as follows and as appropriate:

- i. Verify the medical condition of the Client through written documentation from the Client's physician or medical practitioner and that such condition has caused the Client a financial hardship;
- ii. Verify through independent sources, such as media or witnesses, that a natural disaster, act of nature or accident has occurred and that such an event caused the Client a financial hardship;
- iii. Verify that the community improvement project has a designated project coordinator, benefits the public and complies with all state and local laws and permits;
- iv. Verify each Client's need through two independent sources, such as calling someone other than a family member to do a reference check

b. The Trusted Partner will retain all documentation of the Client's fundraising campaign validation for one year after publication of the fundraising campaign on RedBasket.org. The Trusted Partner will provide such documentation to Red Basket upon its request; and

c. Obtain a signed Trusted Partner Designation from the Client. The signed release must be submitted to Red Basket with each Client's application. The designation form must be approved by Red Basket.

d. An entity qualifies as a Trusted Partner if the entity is a federal, state, county or city/municipal entity or is a nonprofit or for profit organization.

e. The Trusted Partner agrees that Red Basket has sole authority to approve the Client's applications and to decide whether or not to publish any fundraising campaign on RedBasket.org.

2) Red Basket:

- a. Accept and review Client applications from Trusted Partner;
- b. Publish on RedBasket.org fundraising campaigns that, in its sole discretion, it deems appropriate.
- c. Publish the Trusted Partner's name and logo on the Client's fundraising campaign page on RedBasket.org

Section III: Confidentiality

Other than information published on RedBasket.org, any information regarding this partnership, the Client's application, the validation or the processing and administration of the fundraising campaign is strictly confidential and shall not be disclosed to any third party without the express written consent of both parties.

Section IV: Termination, Disputes, Venue and Indemnification

A. Termination

At any time, and for any reason, either party may terminate this agreement upon notice to the other party. If, at the time of termination, fundraising campaigns submitted by the Trusted Partner are posted on RedBasket.org, the campaign will continue to be posted until completion. However, if Red Basket determines that, in its sole discretion, the Trusted Partner has failed to validate any fundraising campaign or that the fundraising campaign is fraudulent or violates any law, or that the Trusted Partner is not qualified or has otherwise violated this Agreement, Red Basket may withdraw any and all campaigns submitted by the Trusted Partner. If, at the time of termination, there are applications pending publication from a Client of the Trusted Partner, the application will no longer be associated with the Trusted Partner and will be subject to the normal procedures for publication on RedBasket.org, including but not limited to verification of the Client's financial need.

B. Disputes

The parties agree to resolve any and all claims, demands, causes of action, charges and disputes of any nature whatsoever, arising out of or relating to this Agreement by arbitration administered by and in accordance with the applicable rules of the American Arbitration Association or other comparable organization mutually agreeable to both parties.

C. Venue

Subject to the applicability of the Federal Arbitration Act, this Agreement shall be construed according to the laws of the State of Nebraska and the exclusive venue for the pursuit of any legal proceeding.

D. Indemnification

Both parties agree to indemnify and hold the other harmless from any and all losses, damages, and costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, negligence, and fraudulent or illegal acts.

This Agreement is effective _____, 20____.

Trusted Partner

Name

Title

Date

Trusted Partner Signature

Red Basket, Inc.

Mary Katherine B. Smith

President

Name

Title

Date

Red Basket, Inc. Signature