



SIVENTH

Volunteer Terms

April 15, 2020

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THIS SERVICE AGREEMENT (this “Agreement”) is made between SIVENTH 合同会社, a Japan limited liability company (“SIVENTH”, “we”, “our”, or “us”) and you (“Volunteer,” “you,” or “your”) regarding the services to be provided by Volunteer (for the rest of this Agreement SIVENTH and Volunteer may be referred to singularly as the “Party” or collectively referred to as the “Parties”). By clicking the consent box or creating an e-signature, Volunteer affirmatively agrees to be bound by this Agreement, the SIVENTH Terms of Service, and the SIVENTH Privacy Policy.

PURPOSE

SIVENTH is a company that assists nonprofit organizations, charities, social enterprises, and businesses that meet SIVENTH’s social impact criteria (“Beneficiaries”) in finding professional volunteer talent to assist them on specific projects and initiatives. Volunteer has agreed to use SIVENTH’s service and to be matched with a Beneficiary. Volunteer’s purpose in entering into this Agreement is to find a Beneficiary with which Volunteer may provide professional volunteer services. Both Parties desire to set forth certain terms and conditions relative to their rights in connection with this Agreement. This Agreement applies to SIVENTH’s Volunteer Service, as defined in our Terms of Use. Both Parties agree that by entering into this Agreement valuable and adequate consideration has been exchanged between the Parties.

DEFINITIONS

- a) “Beneficiary” means a nonprofit organization, charity, social enterprise, or other organization that meets SIVENTH’s social impact criteria.
- b) “Volunteer” means any person who wishes to work with a Beneficiary through SIVENTH’s Volunteer Service.
- c) “Registered Beneficiary” means a Beneficiary that has registered on SIVENTH’s website.
- d) “Matched Beneficiary” means a Beneficiary that has been matched through SIVENTH’s Volunteer Service and with whom the Volunteer has agreed to work with on any Projects.
- e) “Project” means any program, event, or activity that has been organized by a Beneficiary that has a predefined scope and deliverables and that requires assistance from a Volunteer dispatched through SIVENTH’s Volunteer Service
- f) “Work Product” means any services or material created by a Volunteer for a Matched Beneficiary, including but not limited to copyrightable works, systems, strategic plans, marketing plans, business assessments, implementations, services, advice, consultations, computer and mobile applications, databases, computer programs, and websites.
- g) “Confidential Information” means any information that is marked “confidential” or “proprietary” or information that a reasonable person would understand to be confidential. This includes but is not limited to information about a Matched

Beneficiary's business models, plans, marketing campaigns, designs, intellectual property, proprietary data, software, advertisements and other materials.

- h) "Honorarium" a one-time payment for a special, non-recurring activity or event for which a fee is not legally or traditionally required.

SERVICES PROVIDED BY VOLUNTEER

Volunteer agrees to provide volunteer services to a Matched Beneficiary matched through the SIVENTH matching process by assisting a Matched Beneficiary in completing a Project listed on the SIVENTH website. After being matched, Volunteer agrees to notify SIVENTH immediately if Volunteer does not wish to work with the specific Matched Beneficiary. Failure to notify SIVENTH in a timely manner will constitute Volunteer's acceptance of working with the Matched Beneficiary for the duration of any Project. Volunteer agrees that he or she will use their best reasonable efforts when providing volunteer services.

VOLUNTEER'S REPRESENTATIONS AND WARRANTIES

For the duration of this Agreement, Volunteer represents and warrants that:

- i) Volunteer will use his or her reasonable best efforts in fulfilling any Projects assigned by a Matched Beneficiary. Volunteer will act in a professional, businesslike, and respectful manner while working with SIVENTH and/or the Matched Beneficiary.
- j) Volunteer has provided truthful and accurate information regarding his or her professional skill and background.
- k) Volunteer will abide by this Agreement, the conditions listed in the Terms of Use and any other applicable agreements.
- l) Volunteer has the right to transfer ownership to any Work Product provided to SIVENTH or the Matched Beneficiary.

SIVENTH'S REPRESENTATIONS AND WARRANTIES

SIVENTH represents and warrants that it will use commercially reasonable efforts to match Volunteer with an appropriate Beneficiary

VOLUNTEER STATUS

Volunteer agrees that he or she is volunteering his or her time to the Matched Beneficiary. Volunteer acknowledges that he or she is not an employee of the Matched Beneficiary, has not expectation of future employment with the Matched Beneficiary, and that he or she is not eligible for health insurance, life insurance, retirement, or any other benefits. If volunteer has, is, or comes employed to be employed by Matched

Beneficiary, his or her volunteer service shall not be credited for pension or retirement purposes. Additionally, Volunteer agrees that he or she has not been promised and does not expect any compensation or anything of value in exchange for volunteering. SIVENTH reserves the right but is not obligated to pay the Volunteer an honorarium in the event that a project Volunteer worked on receives funding or becomes a commercial product.

TERM AND TERMINATION

This Agreement shall become effective as of the date Volunteer enters into it and shall continue until termination. Either Party may terminate this Agreement by giving notice to the other Party in writing. Volunteer may terminate this Agreement by emailing SIVENTH at info@siventh.com.

NON-CIRCUMVENTION

Once Volunteer has begun using SIVENTH's service, Volunteer agrees that he or she will not attempt to work with any Registered Beneficiary outside of the SIVENTH matching program that he or she does not already have a preexisting relation with. Volunteer understands that the SIVENTH matching program is an integral part of SIVENTH's Services and that any breach of this provision will be a material breach of this Agreement and will cause harm to SIVENTH. Volunteer shall notify SIVENTH immediately if any Registered Beneficiary attempts to circumvent the matching process and contact Volunteer directly regarding any Project(s). Volunteer understands that failure to abide by this provision may result in cancellation or suspension of Volunteer's account and access to SIVENTH's website.

OWNERSHIP

All work Product created by Volunteer for the Matched Beneficiary under this Agreement shall be deemed as a "work for hire: as defined by Japanese Copyright Law. Additionally, upon completion and delivery of any Work Product, Volunteer shall transfer all title, right, or ownership of the Work Product to SIVENTH. In the event that any Work Product is not considered a "work for hire," Volunteer agrees that he or she voluntarily assigns any and all rights to any Work Product created under this Agreement to SIVENTH. Volunteer will not be responsible for any fees related to the assignment of his or her rights to the SIVENTH. Volunteer shall receive a limited, irrevocable, nonexclusive, non-sublicensable license to use the Work Product for Volunteer's portfolio, to advertise Volunteer's services, and for noncommercial purposes. Volunteer agrees that he or she will not otherwise resell, prepare derivative works, relicense, lease, assign, loan, or use the Work Product for any other commercial purposes.

NO VIOLATION

In performing the services under this Agreement and in connection with the services, Volunteer will not violate, or in any way infringe upon the rights of, third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright, or patent rights

CONFIDENTIAL INFORMATION

Volunteer agrees not to disclose any Confidential Information received from any Beneficiary or SIVENTH unless compelled to by a court of law. After the completion of any Project(s), Volunteer agrees to return or destroy any Confidential Information to its rightful owners.

LIMITATION OF LIABILITY AND DISCLAIMER

In no event shall SIVENTH or any of its directors, officers, employees, or agents be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs expenses, or losses (including lost profits or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including negligence), or otherwise.

Volunteer further acknowledges and agrees that the services are not guaranteed, the services may not produce the results desired by Volunteer, or the services may cause undesirable results or ramifications that could result in negative consequences for volunteer. Volunteer agrees not to hold SIVENTH liable for any changes which may occur to Volunteer's reputation as a result of the provision of the services. All services are offered "as is" by SIVENTH. The express warranties in this agreement are in lieu of all other warranties, either express or implied, including but not limited to, warranties of merchantability, noninfringement and fitness for a particular purpose, all of which are expressly disclaimed.

INDEMNIFICATION

Volunteer will indemnify and hold harmless the Matched Beneficiary, SIVENTH and its affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any breach of any representation, warranty, covenant, or obligation of Volunteer in this Agreement, and claim that Volunteer's actions harmed or damaged a third party, or any intentional misconduct or negligence by Volunteer while performing any obligations under this agreement. In the event of any third party claim, demand, suit, or action (a "Claim") for which Matched

Beneficiary or SIVENTH (or any of its affiliates, employees, or agents) is or may be entitled to indemnification under the terms of this Agreement, Matched Beneficiary and SIVENTH may, at their option, require Volunteer to defend such Claim at Volunteer's sole expense. Volunteer may not agree to settle any such Claim without SIVENTH's express prior written consent.

APPLICABLE LAW, JURISDICTION, AND DISPUTE RESOLUTION

The validity, construction, and the enforceability of this Agreement shall be governed in all respects by the internal laws of Japan, without giving effect to principles of conflicts of laws. If any dispute, controversy or claim arises out of or relating to this Agreement, or to the interpretation, breach, termination or validity of this Agreement, the parties to the Dispute shall use their best efforts to resolve the Dispute through consultation or mediation. Such Disputes shall first be submitted to the Japan International Mediation Center in Kyoto (the "Center") for resolution by mediation in accordance with the Mediation Rules of the Center. If the Dispute is not settled pursuant to the said rules within 60 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such Dispute shall thereafter be finally settled by arbitration.

If the Dispute can not be resolved through mediation, it shall be referred to and resolved by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan and the language of the arbitration will be English.

MISCELLANEOUS PROVISIONS

- m) This Agreement, together with any exhibits, supplements, or schedules attached to it constitutes the entire agreement between the Parties, with the exception of SIVENTH's Terms of Use and Privacy Policy, which are subordinate to this Agreement to the extent that they conflict. Once executed, this Agreement will remain effective until the Services are completed, or this Agreement is cancelled or terminated by the Parties or any legal provisions or orders. Any modifications of this Agreement must be in writing and signed by both Parties.
- n) If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.
- o) The failure of SIVENTH to enforce strictly any term, right or condition of this Agreement shall not be construed as a waiver of such term, right or condition. No provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is sought to be

enforced. This Agreement shall become effective on the date it is executed by both Parties.

- p) Neither Party may assign this Agreement or any portion of the rights and obligations described in it without the prior written consent of the other Party; provided, however, that in the event of a sale of SIVENTH's business in whole or in part, SIVENTH has the right to transfer or assign its rights under this Agreement to the acquiring party to the extent the obligations under this Agreement are assumed by the assignee.