

## OneSpare Partnership Agreement

This agreement specifies the terms between you (“Provider”) and Geronimo Solutions LLC (“Geronimo”). “Provider” is the entity posting certificates on Geronimo’s website “OneSpare.” Providers include but are not limited to golf courses, lodging providers, tour operators, and instructors, as well as management companies of the aforesaid provider types.

### Geronimo will:

- Provide a password-controlled interface so Provider can:
  - Manage information for certificates eligible for sale at fundraising auctions and raffles and valid at Provider’s business.
  - Track certificates redemptions and expirations.
  - Respond to donation requests from nonprofits (applies only if Provider is in “Option to Reject” mode\*).
- Distribute promotional material for the certificate(s) to fundraising event organizers via TravelPledge.com.
- Issue certificates on behalf of Provider to winning bidders and raffle winners.
- Pay Provider a mutually agreed upon rate for each issued certificate (if applicable).

### Provider will:

- Honor certificates Provider posts to OneSpare and Geronimo issues.
- Authorize Geronimo to use Provider’s photos, logo, and other promotional material for marketing purposes online and in print.
- Authorize Geronimo to edit certificate details for marketing purposes without materially changing the certificate inclusions.
- Agree the number of certificates available for issue will replenish automatically based on certificate settings.
- Agree that verified requests from event organizers that are not rejected by Provider within 2 weeks of request submission are approved automatically (applies only if Provider is in “Option to Reject” mode\*).
- Agree that Geronimo Solutions will not be liable for any damages in connection to the use of Geronimo Solutions’ products and services or any interactions with someone Provider meets as a result of Geronimo Solutions’ products and services.

\*“Option to Reject” mode is a setting that allows Provider to evaluate each request from nonprofits instead of instantly approving requests.

### Payment

OneSpare is free to Provider. Geronimo Solutions may collect payment from event organizers prior to issuing a certificate. Geronimo Solutions will pay Provider a mutually agreed-upon amount for each issued certificate.

### Term

By agreeing, you warrant that you have the authority to accept this Agreement on behalf of the Provider. The term will continue until a representative of the Provider or Geronimo terminates the Agreement. Either Provider or Geronimo may terminate the agreement for any reason. Provider may terminate the Agreement by providing 60 days written notice to Geronimo with a list of all Provider accounts and contact information for each (for multi-property accounts). After which, event organizers will not be able to select Provider’s certificates for fundraisers. Provider agrees to honor any certificates that were already promoted or selected for promotion at future events by event organizers prior to termination. Any outstanding certificates not honored by Provider will result in a penalty of at least the full retail value of the certificate paid to Geronimo Solutions.