Affiliation and Master License Agreement

This Affiliation and Master License Agreement (the "Agreement") is made effective the ____ day of June 2022, (the "Start Date") by and between **Samaritan's Purse**, of 801 Bamboo Road, Post Office Box 3000, Boone, North Carolina, NC 28607, United States of America (hereinafter referred to as "SP"), and Samaritan's Purse Ukraine (hereinafter referred to as the "AFFILIATE"; SP and AFFILIATE collectively the "Parties", and each a "Party").

WITNESSETH

WHEREAS, SP is a duly organized charitable corporation, recognized as a nonprofit, tax-exempt, 501(c)(3) entity by the Internal Revenue Service of the United States of America; and

WHEREAS, AFFILIATE is a duly organized charity fund, recognized under the laws of Ukraine; and

WHEREAS, SP and AFFILIATE desire to work together in order to further their respective charitable, exempt purposes through integrated ministry activities as expressed in the Mission Statement (defined below), all conducted in accordance with and affirmation of the Statement of Faith (defined below).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the respective meanings assigned to them:

1.1 ***Mission Statement.*** Samaritan's Purse is a nondenominational evangelical Christian organization providing spiritual and physical aid to hurting people around the world. Since 1970, Samaritan's Purse has helped meet needs of people who are victims of war, poverty, natural disasters, disease, and famine with the purpose of sharing God's love through His Son, Jesus Christ. The organization serves the Church worldwide to promote the Gospel of the Lord Jesus Christ.

1.2 ***Statement of Faith.*** Samaritan's Purse bases its ministry on the following Statement of Faith:

• We believe the Bible to be the inspired, the only infallible, authoritative Word of God. **1 Thessalonians 2:13; 2 Timothy 3:15-17; John 3:16.**

• We believe that there is one God, eternally existent in three persons: Father, Son, and Holy Spirit. **Matthew 28:19; John 10:30; Ephesians 4:4-6.**

• We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return in power and glory. **Matthew 1:23; John 1:1-4 and 1:29; Acts 1:11 and 2:22-24; Romans 8:34; 1 Corinthians 15:3-4; 2 Corinthians 5:21; Philippians 2:5-11; Hebrews 1:1-4 and 4:15.**

• We believe that all men everywhere are lost and face the judgment of God; that Jesus Christ is the only way of salvation; and that for the salvation of lost and sinful man, repentance of sin and faith in Jesus Christ results in regeneration by the Holy Spirit. Furthermore, we believe that God will reward the righteous with eternal life in heaven, and that he will banish the unrighteous to everlasting punishment in hell. **Luke 24:46-47; John 14:6; Acts 4:12; Romans 3:23; 2 Corinthians 5:10-11; Ephesians 1:7 and 2:8-9; Titus 3:4-7.**

• We believe in the present ministry of the Holy Spirit, whose indwelling enables the Christian to live a godly life. **John 3:5-8; Acts 1:8 and 4:31; Romans 8:9; 1 Corinthians 2:14; Galatians 5:16-18; Ephesians 6:12; Colossians 2:6-10.**

• We believe in the resurrection of both the saved and the lost; the saved unto the resurrection of eternal life and the lost unto the resurrection of damnation and eternal punishment. **1 Corinthians 15:51-57; Revelation 20:11-15.**

• We believe in the spiritual unity of believers in our Lord Jesus Christ and that all true believers are members of His body, the Church. **1 Corinthians 12:12, 27; Ephesians 1:22-23.**

• We believe that the ministry of evangelism (sharing and proclaiming the message of salvation only possible by grace through faith) and discipleship (helping followers of Christ grow up in maturity in Christ) is a responsibility of all followers of Jesus Christ. **Matthew 28:18-20; Acts 1:8; Romans 10:9-15; 1 Peter 3:15.**

• We believe God's plan for human sexuality is to be expressed only within the context of marriage, that God created man and woman as unique biological persons made to complete each other. God instituted monogamous marriage between male and female as the foundation of the family and the basic structure of human society. For this reason, we believe that marriage is

exclusively the union of one genetic male and one genetic female. **Genesis 2:24; Matthew 19:5-6; Mark 10:6-9; Romans 1:26-27; 1 Corinthians 6:9.**

• We believe that we must dedicate ourselves to prayer, to the service of our Lord, to His authority over our lives, and to the ministry of evangelism. **Matthew 9:35-38; 22:37-39, and 28:18-20; Acts 1:8; Romans 10:9-15 and 12:20-21; Galatians 6:10; Colossians 2:6-10; 1 Peter 3:15.**

• We believe that human life is sacred from conception to its natural end; and that we must have concern for the physical and spiritual needs of our fellow men. **Psalm 139:13; Isaiah 49:1; Jeremiah 1:5; Matthew 22:37-39; Romans 12:20-21; Galatians 6:10.**

1.3 ***Samaritan's Purse Projects***. Samaritan's Purse Projects ("SP Projects") shall include domestic and international disaster relief, recovery and development activities conducted in the name of or under the auspices of SP, World Medical Mission, Children's Heart Project, Prescription for Hope, and any other program activities or project work initiated or engaged in by SP or AFFILIATE during the term of this Agreement.

1.4 ***Operation Christmas Child.*** Operation Christmas Child ("OCC") is SP's evangelism and discipleship program for children that uses gift boxes and related evangelism and discipleship materials, and programs, including, without limitation, TGG and TGJ. OCC includes, by way of example and not limitation, all current processes related to, and future developments in the areas of, the implementation and evaluation of program activities; budgeting and resource allocation strategies and guidelines; methods and strategies for the selection, training and management of volunteers; promotion and marketing strategies; guidelines and methods of establishing and operating collection and processing centers; OCC distribution plans; and the training of teachers involved in distribution and follow-up evangelism activities.

1.5 ***The Greatest Gift.*** The Greatest Gift ("TGG") is the children's evangelistic booklet developed by SP and used as part of the OCC program.

1.6 ***The Greatest Journey.*** The Greatest Journey ("TGJ") is the children's discipleship program developed by SP and used as part of the OCC program.

1.7 ***Intellectual Property.*** When used herein, Intellectual Property includes any of those rights which are commonly defined as intellectual property, whether registered or unregistered, including, without limitation, all Trademarks, trade names, trade dress, goodwill, copyrighted materials, rights or protections equivalent or similar to copyright, patents, know-how, trade secrets, confidential information, website domain names, designations and rights under any international convention for protection of any of the

foregoing and any other forms of intellectual property for the full term of the rights, including all renewals and extensions of the rights and any licenses, applications or consents granted, applied for or given in respect of any of the foregoing.

1.8 ***Domain Name.*** A Domain Name is any website address used by AFFILIATE to promote SP Projects or OCC including, without limitation, any website address that uses all or part of a Trademark or an acronym, translation, transliteration of a Trademark together with a top-level URL.

1.9 ***Trademark.*** Trademark is any name, slogan, design, brand or trade dress, whether or not registered, together with any goodwill associated with such name, slogan, design brand or trade dress, that is used to identify an SP Project, OCC or Samaritan's Purse. A list of primary trademarks licensed under this Agreement is attached as Schedule 1.

1.10 ***Term.*** The Term is the period set out in Clause 7.

1.11 ***Territory.*** The Territory of this Agreement is Ukraine.

2. AFFILIATION

The affiliation of AFFILIATE with SP is based upon a shared mission, as expressed in the Mission Statement, and in each organization's commitment to and engagement in ministry activities in furtherance of that Mission Statement and in accordance with of the Statement of Faith. SP hereby grants affiliate status to AFFILIATE and covenants and agrees to support the ministry of AFFILIATE as more particularly set forth in this Agreement. AFFILIATE hereby accepts affiliate status with SP and covenants and agrees to work in ministry with SP in accordance with the provisions set forth in this Agreement.

3. OBLIGATIONS OF SP

3.1 ***Global, United Ministry.*** SP hereby covenants to be united in ministry and prayer with AFFILIATE in order to advance the Gospel of Jesus Christ to the ends of the earth.

3.2 ***Trademark License.*** SP hereby agrees to grant to AFFILIATE the license to use certain SP-owned Intellectual Property in connection with its participation in SP Projects and OCC, as set forth in Clause 5.

3.3 ***Professional and Information Support.*** SP staff will provide professional and managerial support and training related to the conduct of all activities of AFFILIATE in accordance with the terms of this Agreement. Such support will include support and assistance with all aspects of the operation, implementation and evaluation of all programs, including, but not limited to, assistance with budgeting, resource allocation, promotion and marketing, evangelism training, and discipleship and follow up activities. SP will further provide AFFILIATE with information, media updates and statistical

reports on the international impact of programmatic activities, and will assist AFFILIATE in adapting such information for use in its promotional and educational materials.

4. OBLIGATIONS OF AFFILIATE

4.1 ***Global Ministry***. AFFILIATE agrees to work with SP to further the global ministry of SP and to operate and execute all of its ministry projects and activities with SP in a manner consistent with the Mission Statement and the SP Statement of Faith, and in compliance with the terms of this Agreement.

4.2 ***Name and Branding.*** AFFILIATE acknowledges and agrees that operation as an organization with the name of, and identified as "Samaritan's Purse", will maximize its own opportunities to realize the benefits of the international goodwill and reputation of SP for itself in raising resources for and executing its mission-fulfilling ministry activities under this Agreement.

4.3 ***Integrated Operations***. AFFILIATE acknowledges and agrees that a common identity and an integrated operational structure with SP will allow AFFILIATE to better steward its ministry resources; leveraging SP's existing global infrastructure, capital assets, processes, procedures, technology, expertise, reputation, good-will, ministry and other relationships, and other resources to maximize the impact of its ministry resources in fulfilling its exempt ministry purposes.

4.4 ***Management***.

(a) ***International President.*** AFFILIATE acknowledges and agrees SP may require that the CEO of SP act as the International President of SP, AFFILIATE and all other SP affiliates, providing spiritual and operational leadership and vision for the work of the organizations worldwide.

(b) ***Governance Structure.*** AFFILIATE shall conduct its affairs under the supervision and guidance of a governance structure meeting or exceeding generally recognized standards of good governance for similar charitable entities, utilizing "best practices" designed to ensure commitment to and appropriate action in furtherance of the AFILIFATE's mission, transparency of its activities and Board actions, accountability for proper solicitation of and use of its resources, providing appropriate direction and supervision of management and staff, and ensuring operation in accordance with all applicable laws. This structure shall be comprised of individuals whose words and deeds evidence agreement with the SP Statement of Faith, who have an understanding of, passion for, and demonstrated commitment to the ministry activities of AFFILIATE, and who have the time, talents, and other resources to expend for the benefit of AFFILIATE. Every individual member of the governing structure shall avoid conflicts of interest in discharging his or her duties and conduct himself or herself in such a manner as to avoid damage to the reputation and ministry of AFFILIATE and SP. All potential new members of AFFILIATE's governing bodies shall be presented to SP for discussion, prior to

nomination or election, and such presentation shall include a detailed curriculum vitae and statement of personal Christian faith.

In order to ensure ongoing strategic alignment and appropriate communication between SP and AFFILIATE, SP shall have the right to nominate one person to serve in the role of volunteer (non-employee) Member of the Executive Board of AFFILIATE (or any successor executive governing body) and, along with that person, also nominate one additional person to serve on the Membership Assembly of AFFILIATE. These nominations shall be directed to the AFFILIATE's Executive Director for timely distribution to the appropriate Boards or Assembly. AFFILIATE shall provide all such SP-nominated individuals all required notices, communications, reports, minutes, or any other written materials provided generally to the members of any governing Board or Assembly, whether formal or informal, in the same manner and at the same time as provided to the other members of such Board or Assembly.

(c) ***Personnel Changes.*** AFFILIATE shall notify SP prior to the hiring or termination of any key member of its staff or management.

(d) ***Global Executive Management Meetings.*** In order to facilitate the exchange of information and coordination of activities between SP and its affiliate offices worldwide, AFFILIATE's Executive Director or other appropriate executive staff shall, as requested by SP, participate in periodic meetings of the SP international management group.

(e) ***Policy Manual.*** AFFILIATE will, to the extent feasible, use the SP Policy Manual as a guide in developing its own internal policies and procedures.

4.5 ***Legal Compliance***. AFFILIATE shall be and remain formally incorporated, legally viable, and operate in compliance with all applicable legal requirements for charitable organizations both in its place of incorporation, the Territory, and any other location where it is conducting ministry or solicitation activities. In the event that AFFILIATE becomes involved in or aware of any threatened legal dispute or proceeding, it shall immediately notify SP of that fact, and shall cooperate with and provide SP with all requested information concerning the legal action. AFFILIATE shall also immediately notify SP of any potential infringement or dispute over ownership of the Licensed Marks. AFFILIATE shall consult with SP prior to executing or entering into any agreement regarding SP Projects or OCC. AFFILIATE shall provide SP with access to all legal and organizational documentation upon request.

4.6 ***Financial Accountability***. SP may require AFFILIATE to become a member of a domestic financial accountability organization and comply with such organization's Code of Conduct and/or financial standards, unless such Code or standards become inconsistent with SP's internal standards of accountability, professionalism, and integrity. AFFILIATE hereby assumes full responsibility and risk for its activities in all matters, including legal

and fiscal. SP may require AFFILIATE to obtain an annual financial audit performed by an independent auditor in accordance with accepted auditing standards in Ukraine. AFFILIATE shall, on at least a quarterly basis, provide SP with financial reports, including, but not limited to, an income/expense statement and statement of financial position, all as may be reasonably requested by SP. Such reports shall be provided in the English language.

4.7 ***Fund-raising***. If applicable, AFFILIATE shall conduct all fund-raising and solicitations in accordance with the laws of the place where such fund-raising or solicitation occurs. AFFILIATE shall not use manipulative or high-pressure fundraising techniques. AFFILIATE shall take all necessary steps and use its best efforts to ensure that fund raising appeals clearly identify the purposes and programs to which donations will be applied, and shall also take all necessary steps and use its best efforts to ensure that all donations shall be used for the specific purposes for which they were raised. AFFILIATE grants to SP, and SP reserves the right to audit AFFILATE's books and records to ensure compliance with this section 4.7.

4.8 ***Communications, Broadcast, Web-based and Social Media Content.*** SP will work with AFFILIATE to produce content for all print media, broadcasts, web-based content, social media communications, promotional video or audio pieces, and other external communications to be disseminated or published to the public in connection with the work of AFFILIATE and SP hereunder. In order to ensure visual, editorial and missional consistency across the SP global organization and to protect the integrity of the Licensed Marks, all such communications shall be subject to review and approval by SP prior to publication or dissemination in any manner, as may be reasonably requested by SP. If requested, such materials shall be submitted to the SP Vice Presidents of Communications, Broadcast, Quality Control, OCC, or the designee of either such person, depending on which department originates the request for review. It is understood and agreed that, in furtherance of the stated objective of operation with SP as an integrated global ministry, AFFILIATE shall, to the extent possible, utilize primarily SP materials in each of these communication areas, and shall further contribute AFFILIATE staff time and resources to the joint development and production of such materials for global use.

4.9 ***SP Projects.*** AFFILIATE agrees to work closely with SP to coordinate all SP Projects activity. AFFILIATE staff will, as requested, participate in the development of a comprehensive, integrated global strategic plan for all SP Projects, in accordance with a timeframe established by SP. Such participation may include submission of project proposals, including detailed information about the evangelical and/or humanitarian aid objectives, the partners involved (if any) and projected budgets for the proposed activities. All of AFFILIATE's project activity shall be conducted in furtherance of SP's global projects strategy. Any project activity contemplated by AFFILIATE outside the scope of the comprehensive annual plan shall be reviewed by the Vice President of Programs and Government Relations, or his/her designee, for the purpose of ensuring global alignment. AFFILIATE shall, upon request, submit periodic reports to the Vice President of Programs and Government Relations, or his/her designee, providing updates

on its participation in all then-current project activity and any other information reasonably requested.

4.10 ***Operation Christmas Child.*** AFFILIATE agrees to further its mission and the global ministry of SP by working together with SP as part of a global, integrated team executing every aspect of OCC in the Territory in a manner consistent with the Mission Statement, the Statement of Faith, and in compliance with the OCC Global Guidelines (attached hereto as Schedule 2) and this Agreement. AFFILIATE acknowledges and agrees that its collection of OCC gift boxes shall be confined to the Territory, and that all gift boxes collected shall be distributed in coordination with SP pursuant to its global OCC distribution plan, and that none of the gift boxes collected shall be distributed outside of such global plan. AFFILIATE agrees that all of its OCC budgeting, resource allocation, volunteer selection, training and management, promotion/marketing, collection and processing operations, distribution, training, evangelism and discipleship activities shall be coordinated exclusively with and though the office of the SP Vice President of Operation Christmas Child (also "SP VP of OCC"), or his/her designee, and shall be executed as part of SP's integrated, global OCC strategy.

4.11 ***Information Systems.*** In order to ensure the security of its data, including donor lists and employee information, AFFILIATE shall operate in full compliance with all applicable data privacy and protection laws and regulations, and shall take such steps as are necessary to properly protect its data, including, without limitation, use of virus protection software and erection and maintenance of appropriate firewalls. Further, AFFILIATE shall host all of its data on a secure server and ensure that third party access to such data is permitted only after all necessary steps have been taken to ensure the confidentiality and security of the data. All non-routine IT activity requiring third party access to data should be executed only after consultation with SP. In order to ensure compatibility and appropriate connectivity between the IT systems of SP and AFFILIATE, AFFILIATE will consult with SP prior to any material hardware or software purchase or implementation.

5. INTELLECTUAL PROPERTY LICENSE

5.1 In consideration of the payment of $1.00 by AFFILIATE, receipt of which is hereby acknowledged by SP, and under the terms set out in this Agreement, SP hereby grants to AFFILIATE a non-exclusive, non-transferable license, without the right to grant sub-licenses, to use SP's Intellectual Property for the purposes of AFFILIATE's performance and promotion of SP Projects, the OCC program, and all other activities allowed by this Agreement.

5.2 AFFILIATE shall not use any other Intellectual Property owned or licensed by a third party for the purposes of the performance and promotion of the SP Projects and OCC program as described herein.

5.3 AFFILIATE shall use all Intellectual Property only as directed by and under the specifications provided by SP pursuant to this Agreement.

5.4 AFFILIATE shall not use any of the Intellectual Property outside the Territory except (1) in performance of OCC pursuant to the global OCC distribution and evangelism and discipleship follow-up plans determined by SP or (2) as otherwise expressly authorized by SP in writing.

5.5 Upon request by SP, AFFILIATE shall indicate that any Intellectual Property or Trademark it is using is the property of SP by using the words "[Trademark] is a trademark of Samaritan's Purse, North Carolina, USA, used under license by Samaritan's Purse Ukraine", or equivalent language, as requested by SP.

5.6 AFFILIATE shall not:

5.6.1 use the Intellectual Property to promote the goods and services of any other party;

5.6.2 use the Intellectual Property in conjunction with trademarks, trade names or other symbols of any other party, including AFFILIATE; or

5.6.3 permit any marks, symbols or other wording to appear in close proximity to any Trademark upon any goods or other representation of AFFILIATE that could cause confusion and/or suggest affiliation with any project or any third party without the prior written approval of SP.

5.7 AFFILIATE shall not, during the term of this Agreement or at any time thereafter, use any mark, slogan or name which is similar to or would otherwise infringe any of the Intellectual Property, including translations or transliteration of the Trademarks, without the prior written consent of SP.

5.8 AFFILIATE agrees that SP possesses the absolute and exclusive proprietary or licensed rights to any Intellectual Property developed or created by AFFILIATE to conduct the SP Projects and OCC program, and all such rights shall remain the sole legal or beneficial property of SP. This Agreement does not give AFFILIATE any right, title or interest in any Intellectual Property except the right to use the Intellectual Property in accordance with the terms of this Agreement.

5.9 ***Quality Control.*** SP shall provide AFFILIATE with specifications and standards which shall be used by AFFILIATE in conjunction with AFFILIATE's actual rendering, use and reproduction of the Intellectual Property, including any Trademark. AFFILIATE shall forward to SP, upon SP's written request, samples of any materials of AFFILIATE or any other materials which refer to or contain the Intellectual Property or any Trademark. AFFILIATE shall, upon the request of SP, at its own expense, send to SP random samples or materials displaying the Intellectual Property or any Trademark, reports of details of the manner of use thereof, and details of the services offered by AFFILIATE. AFFILIATE shall immediately correct any deficiencies which are brought to AFFILIATE's attention by SP pursuant to this review, and shall refrain from continuing

any use which, in SP's sole opinion, does not meet the standard of quality or specifications provided.

5.10 AFFILIATE shall not, during the Term of this Agreement and thereafter, dispute or contest, directly or indirectly, SP's ownership of the Intellectual Property, nor counsel, procure or assist anyone else to do the same, unless compelled by due process of law. AFFILIATE agrees that it shall not attempt to register any Trademark or any other registerable Intellectual Property related to or for the promotion of SP Projects or OCC in its own name, in the same or different classes, in the Territory or any other jurisdiction, nor shall it attempt to register Intellectual Property that is similar to, translations of or transliterations of any Trademark. Further, AFFILIATE shall not, directly or indirectly, attempt to dilute the value of the goodwill attached to the Trademarks nor counsel, procure or assist anyone else to do the same, unless compelled by due process of law.

5.11 AFFILIATE shall immediately notify SP of any potential infringement or dispute over ownership of the Intellectual Property, including any use or misuse of any Trademark by any third party.

6. DOMAIN NAMES

6.1 Unless prohibited by law, the registration of or to any Domain Names used by AFFILIATE that contains any SP Trademark, in whole or in part, or any abbreviation, translation, transliteration of or any mark similar to any SP Trademark must be owned or licensed from the registrar by SP.

6.2 AFFILIATE and SP shall work together to decide the appropriate Domain Names for use by AFFILIATE to conduct the SP Projects and OCC program and AFFILIATE shall notify the SP Director of Affiliate Offices of any Domain Names it wishes to register. AFFILIATE shall only use those Domain Names using top-level URLs specific to the Territory to conduct the SP Projects and OCC program.

6.3 In the event that SP ownership of any Domain Name is prohibited by law, AFFILIATE agrees to give administrative privileges to, and allow access to any website that is accessed through the Domain Name that contains any SP Trademark, in whole or in part, or any abbreviation, translation, transliteration of or any mark similar to any SP Trademark. AFFILIATE shall ensure that at all times, the SP Director of Affiliate Offices or his or her designee has all credentials (usernames, passwords, URLs, etc.) necessary for AFFILIATE to access and control any Domain Name.

6.4 AFFILIATE agrees to execute any documents requested by SP concerning the obligations contained in Clause 6.

7. TERM AND TERMINATION

7.1 Unless otherwise terminated pursuant to the provisions of this Agreement, this Agreement shall remain in force for a period of five (5) years from the Start Date, subject

to the terms of this Clause 7. SP may terminate this Agreement at any time without cause during the Term by providing written notice to AFFILIATE.

7.2 SP may immediately terminate this Agreement if:

7.2.1 AFFILIATE assigns, novates or otherwise transfers any of its rights or obligations under this Agreement, or attempts any of the same otherwise than in accordance with Clause 10; or

7.2.2 AFFILIATE engages in any conduct or practice or action which AFFILIATE determines in its sole discretion is inconsistent with the Mission Statement or the Statement of Faith.

7.3 SP may terminate this Agreement on fourteen (14) days' written notice to AFFILIATE if any of the events listed in this Clause 7 occur.

7.3.1 AFFILIATE commits or allows to be committed any breach of its obligations under this Agreement and fails to remedy that breach to SP's satisfaction within fourteen (14) days' notice of the same being provided by SP to AFFILIATE;

7.3.2 AFFILIATE commits any act or becomes involved in any situation or occurrence which in the sole opinion of SP would tend to bring SP or any of the Intellectual Property into public disrepute, contempt, scandal, ridicule, would tend to shock, insult or offend the community or any group or class thereof, or would otherwise adversely affect any of SP's Intellectual Property rights in any way;

7.3.3 AFFILIATE is subject to any adverse decision or determination by any relevant charity regulator or other governmental agency;

7.3.4 AFFILIATE makes any challenge of any nature to any of the Trademarks or other Intellectual Property, whether registered or unregistered, anywhere in the world; or

7.3.5 AFFILIATE:

(a) enters into voluntary or involuntary liquidation (other than for the purposes of a reorganization of AFFILIATE which has been notified to SP);

(b) has a receiver or administrator or any similar official appointed over any of its assets which is not discharged within a period of ninety (90) days from the date of appointment;

(c) is declared insolvent; or

(d) makes any general compromise with its creditors.

8 EFFECT OF TERMINATION

8.1 In the event of the termination of this Agreement for any reason:

8.1.1 The License granted under Clause 5 shall immediately cease, but without prejudice to any right of SP to bring any claim in respect of any previous breach of this Agreement by AFFILIATE.

8.1.2 AFFILIATE shall immediately cease to use any Intellectual Property, including all Trademarks, or any other item confusingly similar to any of the Trademarks for any purpose whatsoever, and shall not do anything that might lead any person to believe AFFILIATE is in any way still connected to SP.

8.1.3 AFFILIATE shall immediately:

(a) remove from public display all materials of any kind that bear any of the Trademarks or SP's Intellectual Property, including, without limitation, on any signage, advertising, clothing, uniforms, and vehicles;

(b) cease using and return or destroy, at SP's discretion, all materials containing or bearing any Intellectual Property or any of the Trademarks, including, without limitation, all signs, brochures, cards, stationary or equivalent materials, whether physical or electronic; and

(c) cease all performance or promotion of SP Projects, OCC or any projects confusingly similar to SP Projects or OCC.

8.1.4 Within two (2) business days of termination, AFFILIATE shall post a notice in a form approved by SP on its website homepage that it is no longer affiliated with SP. Within seven (7) days of termination, all Domain Names used by AFFILIATE shall be redirected to SP's homepage.

8.1.5 If for any reason at termination AFFILIATE is using any trademarks to conduct SP Projects, or the OCC program or has applied for or has registered protection of any sort of any Intellectual Property to conduct SP Projects, or the OCC program, including any Trademarks or Domain Names, whose ownership has not been properly transferred to SP, then AFFILIATE shall cooperate with SP as necessary to assign such Trademarks or Domain Names to SP, including immediately taking all appropriate steps and executing all necessary documents to register the transfer of such ownership or otherwise fulfill any regulatory requirements.

8.1.6 AFFILIATE hereby irrevocably appoints SP as its duly authorized agent to execute such documents and do such things as referred to in Clause 8.1.6 and to take all necessary or required steps to update the appropriate regulatory or industry bodies of the termination of AFFILIATE's use of SP's Intellectual Property.

8.1.7 The provisions of Clauses 5, 7, 8, 9 and 10 shall remain in effect notwithstanding termination of this Agreement.

9 INDEMNIFICATION

AFFILIATE shall protect, forever release, and hold harmless SP and all other international offices of SP from all claims, damages or other liabilities that arise as a result of the negligent, reckless or intentionally wrongful actions of AFFILIATE in undertaking its activities, operations, projects, and programs. Likewise, SP shall protect, forever release, and hold harmless AFFILIATE from all claims, damages or other liabilities that arise as a result of the negligent, reckless or intentionally wrongful actions of SP in undertaking its activities, operations, projects, and programs.

10 CHOICE OF LAW

This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., exclusive of conflict or choice of law rules.

11 ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns. AFFILIATE shall give SP at least sixty (60) days' written notice prior to any assignment, novation or transfer of this Agreement, or any part thereof, including by way of merger or amalgamation, and SP must consent thereto. Any assignment of this Agreement by AFFILIATE without the written consent of SP shall be void.

12 SEVERABILITY

SP and AFFILIATE agree that, if any term, covenant, or condition of this Agreement shall, to any extent, violate, or be unenforceable under applicable law, or in any way endanger AFFILIATE's current status as a tax-exempt charitable organization, then such term, covenant or condition shall be deemed deleted from this Agreement, the remainder of this Agreement shall not be affected thereby, and in lieu of each such offensive term, covenant or condition, a valid and enforceable provision will be added as a part of this Agreement that is mutually agreeable to both SP and AFFILIATE and that is as similar to the offensive term, covenant or condition as possible, taking into consideration the original intent of the parties.

13 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together constitute one document.

14 NOTICES

All notices, requests, consents, demands, waivers or other communications required or contemplated hereunder shall be in writing and shall be sent by hand delivery or by prepaid, first class registered airmail to the addresses listed in the first paragraph hereof. The parties may at

any time designate by like notice hereunder other addresses to which notices or other communication should be transmitted.

15 AMENDMENTS

No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by all of the parties hereto or their duly authorized agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed for and on behalf of AFFILIATE by:

Name: James Kenneth Isaaks

Title: Director

Date: 6/24/2022

Signed for and on behalf of SAMARITAN'S PURSE by:

Name: Ronald E. Wilcox

Title: Chief Operating Officer

Date: 6/24/22