

TERMS AND CONDITIONS FOR THE CORPORATE DONATION PROGRAM

INTRODUCTION

MASSIVEGOOD is a worldwide initiative of the Millennium Foundation for Innovative Finance for Health (“Millennium”), a Swiss non-profit Foundation whose goal is to raise funds to improve maternal health, reduce child mortality and fight HIV/AIDS, tuberculosis and malaria in developing countries. MASSIVEGOOD gives travelers the opportunity, through an internet-based technical interface (the “**Donation Form**”) to contribute an amount left to their discretion when they purchase an airline ticket or other travel service online or through a travel service provider (the “**MASSIVEGOOD Project**”). MASSIVEGOOD also aims to create a global movement, by providing individuals and corporations the possibility of sharing content with the community of MASSIVEGOOD donors and members on the MASSIVEGOOD Website.

The **MASSIVEGOOD Corporate Donation Program** is an exceptional way for companies and employees to engage in efforts to improve global health in support of the MASSIVEGOOD Project, showing corporate commitment and making business travel meaningful.

Thanks to the **MASSIVEGOOD Corporate Donation Program**, companies will be able to participate in MASSIVEGOOD by making contributions themselves, by allowing employees to contribute, or both, according to one of following methodologies (the “**Donation Methodologies**”):

- **Employee Only contributions**
Your company elects to allow its employees to donate to MASSIVEGOOD in the context of booking their business travel.

- **Company-Employee Match contribution**
Your company elects to allow its employees to donate to MASSIVEGOOD in the context of booking their business travel and to match the amount of currency donated directly by the employees.

- **Company Standalone contribution**
Your company elects to donate to MASSIVEGOOD in a specified amount, defining the timeframe and recurrence of the donation itself.

- **Company Transaction-Based contribution**
Your company elects to make donations that are connected to actions of its employees (e.g. actions related to travelling) or to actions of the company itself.

Separate instructions for how to select a Donation Methodology will be provided to the Company.


TERMS AND CONDITIONS

FOR THE EMPLOYEE-ONLY DONATION METHODOLOGY

1. PURPOSE AND ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1 These Terms and Conditions (“**T&C’s**”) govern your commitment, undertaken through filling out the Donation Tool Registration Form, to support the charitable goals of the MASSIVEGOOD Project on a pro-bono basis as a corporate social responsibility initiative (the “**Corporate Donation Program**”).
- 1.2 All donations received pursuant to the Corporate Donation Program shall be used solely for the purposes of the MASSIVEGOOD Project and in accordance with Millennium’s statutory purposes (for the avoidance of doubt, to (i) combat HIV/AIDS, malaria, tuberculosis and other diseases; (ii) reduce child mortality; and (iii) improve maternal health).

2. DEFINITIONS

- “**Agreement**” has the meaning set forth in section 11.1.
- “**Party**” means respectively you (the “**Company**”) and Millennium, and “**Parties**” shall be construed accordingly.
- “**Administrator**” means a staff member designated by the Company to have specified access rights to the Website Corporate Account.
- “**Website Corporate Account**” means the account created in the name of the Company on the MASSIVEGOOD Website as a prerequisite for registering for the MASSIVEGOOD Corporate Donation Program.
- “**Website Corporate Registration Form**” means the form on the MASSIVEGOOD Website to be completed by the Company in order to create a Website Corporate Account.
- “**Donation Tool Registration Form**” means the form to be completed online in order to register for the Corporate Donation Program and access the Donation Tool. The Donation Tool Registration Form forms part of the present Agreement between the Company and Millennium, as set forth in section 11.1.
- “**Billing Period**” means the period (month, quarter, semester, year) selected by the Company in the Donation Tool Registration Form for computation of the Donation Amount. The Billing Period is deemed to begin on the first (1st) day of the month in the course of which the Company registers for the Corporate Donation Program.
- “**Donation**” means a financial contribution to MASSIVEGOOD under the Corporate Donation Programme, whether or not made in conjunction with business travel activity.
- “**Donation Data**” means all information relating to a Company or employees which is necessary for the processing of a donation, such as name, e-mail address, credit card details and amount of Donation.
- “**MASSIVEGOOD Brand**” means the word mark MASSIVEGOOD, the trademark and the logo  , of which Millennium is the owner in Switzerland and abroad.

- “**Company Brand**” means the trademark(s) and the logo(s) of which the Company is the owner, a list of which shall be provided in writing to Millennium.

3. DISCLAIMER TO EMPLOYEES

- 3.1 The Company acknowledges and hereby accepts to communicate to its employees the Information Memorandum provided by Millennium and made available through the Website Corporate Account.
- 3.2 The Company further agrees to provide its employees with any other relevant information relating to their participation in the Corporate Donation Program, including:
- To inform its employees that they may receive emails to their official Company email addresses or be otherwise invited to donate to MASSIVEGOOD when carrying out professional travel bookings online or through the Company’s travel agent;
 - To call to the attention of its employees that their participation in MASSIVEGOOD is entirely voluntary and will have no impact on their performance records or any other aspect of their employment within the Company;
 - To inform its employees that they may donate to MASSIVEGOOD during working hours, in the course of making business travel arrangements;
 - To inform its employees that aggregated and depersonalized data relating to its employees’ participation may be shared with the Company, in order to enable the Company to calculate the amount of its own Donation for purposes of matching arrangements, or to enable the Company to evaluate its participation in the Corporate Donation Program.
 - To inform its employees that they can address to the Donation Administrator any questions related to the participation of the Company to the Corporate Donation Program.

4. SUPPORT TO MASSIVEGOOD

- 4.1 The Company agrees to advocate support for the MASSIVEGOOD Project, including by encouraging contributions for the charitable objectives of MASSIVEGOOD and by endorsing the MASSIVEGOOD Project as a preferred corporate social responsibility initiative.
- 4.2 The Parties agree to coordinate any promotional, publicity and public relations measures in a pragmatic and timely manner to achieve maximum effectiveness.
- 4.3 The form and content of all communications shall be agreed upon in writing in advance by the Parties in an expeditious manner, and shall be subject, at all times, to the paramount importance of the effective communication of MASSIVEGOOD’s charitable purpose and messages.
- 4.4 It is understood that Millennium will suitably acknowledge the Company’s commitment in support of the charitable objectives of the MASSIVEGOOD Project in such manner as shall be mutually agreed. However, the Company acknowledges that Millennium will not endorse any Company services or products, nor is the Company entitled to use any portion of the MASSIVEGOOD website (www.massivegood.org; the “**Website**”) for commercial purposes.

5. ENROLLMENT

5.1 Access to and use of the MASSIVEGOOD Website and the Website Corporate Account

- 5.1.1 In order to participate in the Corporate Donation Program, the Company must first create a Corporate Account on the Website (the “**Website Corporate Account**”) by completing the Website Corporate Registration Form.
- 5.1.2 Access to and conditions for use of the Website, as well as the functions available, are governed by the Website General Terms and Conditions (available on the Website), which form part of the present Agreement, as set forth in section 11.1. The Company will authorize certain staff members to have access rights to the Corporate Account (the “**Administrators**”).

5.2 Donation Administrator and Donation Management Tool

- 5.2.1 The Company designates – and shall grant the requisite authorization to - one of the Administrators (the “**Donation Administrator**”) to be responsible for (i) registering the Company for the Corporate Donation Program and selecting and/or changing the Company’s Donation Methodology by means of the Donation Tool Registration Form, (ii) committing the Company to make donations, (iii) providing and updating accurate information through the Donation Management Tool, (iv) being the focal point with Millennium and responding to any queries from the Company’s employees in relation to the Company’s participation in the Corporate Donation Program, and (v) conducting any other activities required to carry out these functions.
- 5.2.2 The Donation Administrator, through the Donation Management Tool, shall have access to the following:
- Information about the Company, as provided in the Donation Tool Registration Form;
 - Record of the donations made by the Company;
 - Receipts and invoices relating to donations made by the Company;
 - Aggregated and depersonalized data concerning the total amount contributed by the Company’s employees in the Corporate Donation Program.
 - Functionalities related to the payment of the Company’s donations and related materials.

5.3 Unsubscribing

- 5.3.1 The Company can deactivate its access to the Donation Management Tool at any time simply by clicking on the “Unregister” button within the Donation Management Tool.
- 5.3.2 After the Donation Management Tool is deactivated, the Donation Administrator will no longer be able to access the Donation Management Tool, but shall be entitled to receive access to relevant historical data from Millennium.
- 5.3.3 Further, the Company can unsubscribe from its Website Corporate Account by sending a written request to Millennium. As a consequence, the present Terms and Conditions would terminate as set forth in section 11.5.
- 5.3.4 Even if the Company decides to unsubscribe from the Website Corporate Account, this does not prevent its employees from participating, on a personal basis, in MASSIVEGOOD by creating a personal MASSIVEGOOD account or by making online donations.

6. TRADEMARKS, BRANDING, OTHER INTELLECTUAL PROPERTY RIGHTS

- 6.1 Millennium hereby grants to the Company the non exclusive, non-assignable, right to use the MASSIVEGOOD Brand in pursuit of our common goal to improve health care in developing countries, in accordance with this Agreement. It is further understood that the Company will use the MASSIVEGOOD Brand in accordance with the graphic guidelines provided by Millennium.
- 6.2 The Company hereby grants to Millennium the non exclusive, non-assignable, right to use its Company Brand in pursuit of our common goal to improve health care in developing countries, in accordance with this Agreement. It is further understood that Millennium will use the Company Brand in accordance with the graphic guidelines the Company has provided to Millennium.
- 6.3 Other intellectual property rights, in particular trademarks and the copyright of other material such as information, software and designs, which could be made available by the Company and Millennium to carry out the activities under this Agreement, shall remain with the originating Party.

7. RESPONSIBILITY

- 7.1 In no event shall a Party be liable to any other Party for loss of profit or revenue, or for any indirect, special, incidental or consequential loss or damage, arising out of or in connection with this Agreement or any breach of this Agreement.
- 7.2 Each Party shall be responsible for the manner in which it carries out its duties under this Agreement and neither shall be liable for any claims and liabilities arising or resulting from the activities carried out by the other.
- 7.3 In particular, as regards its employees, the Company is responsible for complying with all relevant national or local employment law provisions as well as its duties under its employment contracts.
- 7.4 Neither Party shall be considered an agent of the other for any purposes whatsoever. No Party has the authority, either express or implied, to enter into any agreement, incur any obligations on behalf, or commit the other Party in any manner whatsoever, except as may be provided in this Agreement. The use of the term “Partner” in the context of the Corporate Donation Program refers to collaboration for charitable purposes and not a commercial relationship.

8. PRIVACY AND DONATION DATA

- 8.1 The Company and/or its employees may be invited to communicate Donation Data to Millennium in the course of participating in the Corporate Donation Program, for the processing of MASSIVEGOOD donations.
- 8.2 The confidentiality of Donation Data shall be strictly preserved to the extent necessary to comply with applicable data protection laws or privacy laws and standards. Donation Data is not made available to third parties, with the exception of service providers that implement data processing for MASSIVEGOOD donations under an irrevocable undertaking to comply with the *Payment Card Industry Data Security Standards* (the “**PCI Standard**”) and all applicable data protection laws.
- 8.3 Millennium and the Company undertake to abide by the applicable provisions of the European Directive on Data Protection and comparable provisions under U.S. law, as well as any other applicable data protection laws, regulations or industry standards. Each Party shall, on written request from the other,

produce such information and documentation as that other may reasonably request to evidence compliance with the provisions of this section.

- 8.4 Donation Data will not be used for any unsolicited communication to the Company or its employees unless so authorized by the Company, except to the extent necessary to allow Millennium to encourage participation in the MASSIVEGOOD Program. Millennium reserves the right to store Donation Data, i.e., names/company names, addresses/business addresses, and the amount of the gift(s) contributed for MASSIVEGOOD including for the period required by applicable laws. Donor information shall be exclusively used for the purposes of the MASSIVEGOOD project, it being specifically acknowledged that the Millennium Foundation may be allowed to process this data for fiscal purposes.

9. TAX-DEDUCTIBILITY OF THE DONATION

- 9.1 The Millennium Foundation is in no position to guarantee the tax treatment of donations, such treatment being essentially dependent on the tax practice applied by the fiscal authorities in the donor's Country of residence.
- 9.2 In the United States, donations to MASSIVEGOOD are tax deductible as a charitable donation for U.S. income tax purposes to the extent allowable by law, so long as they are made through the "MASSIVEGOOD America Fund" established at the Charities Aid Foundation America ("CAFAmerica"). CAFAmerica is a U.S. registered tax-exempt charity that makes it possible for American donors to give safely and securely and obtain a tax deduction. Gifts to MASSIVEGOOD become the property of CAFAmerica, which retains ultimate control and authority over its assets.

10. COMPLIANCE WITH APPLICABLE LAW AND PRACTICE

- 10.1 The Parties agree to abide by, and take appropriate steps to ensure that, all undertakings and activities pursuant to this Agreement are conducted in a manner consistent with other applicable national and local law, international laws and regulations, including but not limited to applicable data protection and privacy laws, regulations or industry standards, consumer protection legislation, charitable solicitation regulations or marketing regulations. Each Party will promptly notify, and supply to the other Party relevant details of any investigation, legal action or threatened legal action relating to the MASSIVEGOOD Project, of which it has notice in relation to its activities under this Agreement.
- 10.2 Further, the Parties agree that all of their public relations activities connected with the MASSIVEGOOD Project shall be consistent with local custom and practice, and shall serve the charitable goals of MASSIVEGOOD.

11. ADMINISTRATIVE AND FINAL PROVISIONS

11.1 Entire Agreement

- 11.1.1 In addition to these Terms and Conditions, the Donation Tool Registration Form and, as may be amended from time to time, the MASSIVEGOOD Donor and Website Terms and Conditions (available on the MASSIVEGOOD Website) and the Graphic Guidelines (to be provided by the respective Parties) also apply and form part of the entire agreement between Millennium and the Company related to the Corporate Donation Program (also, the "Agreement").

11.2 Transfer and Assignability

11.2.1 Neither Party may assign or transfer any interest in or obligation under this Agreement without the prior written consent of the other Party, consent which shall not be unreasonably withheld. It is understood, however, that for the purpose of supporting or facilitating Millennium's charitable purposes in countries outside of Switzerland, Millennium may assign, license or otherwise make available all or part of its rights and benefits under this Agreement to a related entity, an affiliate organization or a support charity that facilitates international fundraising. Such an engagement will be in writing; a copy of the relevant provisions shall be provided to the Company or any interested party upon request.

11.3 Amendments

11.3.1 Millennium reserves the right to modify this Agreement at any time. Changes shall be communicated in an appropriate form and shall be deemed to have been accepted by the Company if no objection has been conveyed to Millennium within thirty (30) days upon receipt of such communication.

11.4 Partial Invalidity

11.4.1 The full or partial invalidity of any individual provision of these Terms and Conditions shall affect neither the validity of the remaining provisions of these Terms and Conditions, nor this Agreement as a whole. All remaining provisions of this Agreement shall remain in full force and effect.

11.5 Term, termination

11.5.1 Without prejudice to any rights that have accrued under this Agreement or any of the rights or remedies of either Party, this Agreement may be terminated upon 30 days written notice by either Party.

11.5.2 Written notice of un-subscription from the Website Corporate Account by the Company as described in section 5.3.3 shall be deemed as notice of termination.

11.5.3 Upon termination, the rights to access the Website Corporate Account, the Donation Management Tool, and to use the other Party's brands, hereby granted, shall cease immediately.

11.5.4 In the event of termination of this Agreement for whatever reason, the Parties will negotiate and agree in good faith with a view to agreeing on the most efficient, responsible, and ethical manner of winding down operations under this Agreement.

11.6 Applicable Law / Dispute Resolution

11.6.1 This Agreement is subject to and governed by Swiss law (without regard to its choice of law provisions).

11.6.2 The Parties shall use their best endeavors to find a satisfactory means of resolving any problems arising out of this Agreement or the use of the Website. If it proves impossible to find such an amicable solution, any dispute will be resolved by arbitration under the International Chamber of Commerce ("ICC") Rules of Arbitration to be conducted in English in Geneva, Switzerland.

For inquiries, please contact the Millennium Foundation by email directed to corporate@millennium-foundation.org.