

## DONABLE® RECRUITER AGREEMENT

BY CLICKING “I ACCEPT” (OR ANY OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT) AND BY DOWNLOADING, ACCESSING, INSTALLING, OR CREATING AN ACCOUNT FOR THE DONABLE® PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

You may review this Privacy Policy, the Terms of Service, and Agent Agreement at any time at [Privacy Policy](#), [Terms of Service](#), and [Agent Agreement](#) . Please familiarize yourself with our privacy practices and contact us at [support@donableapp.com](mailto:support@donableapp.com) if you have any questions.

This DONABLE® RECRUITER AGREEMENT (the Agreement) is by and between Oklahoma Blood Institute and its affiliates (collectively, “OBI”) and the individual or entity acting as a “Recruiter” on the Donable® application and platform (“You” or “Recruiter”)(each of OBI and Recruiter a “Party” and collectively “the Parties”) and is effective on the date of acceptance by Recruiter.

OBI offers a software application known as Donable® (“Donable® Platform”) with which You may recruit individuals to donate blood at participating blood centers (“Donors”) in exchange for which OBI shall provide you certain compensation subject to and as set forth in the terms of this Agreement. NOW, THEREFORE, in exchange for such consideration and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, You agree as follows:

- 1. Eligibility and Enrollment.** Please read and agree to these terms and conditions to finalize Your eligibility to participate in the Open Beta Testing. BY SELECTING THE “ACCEPT” CHECK BOX AND CLICKING THE BUTTON, YOU REPRESENT AND ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER, ARE OF SOUND MIND AND HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- 2. License and Acceptable Use.** OBI grants You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Donable® Platform solely for the purpose of using the Donable® Platform and performing Your obligations under this Agreement. You may not sell, license, transfer, modify, disassemble, decompile, reverse engineer, or copy the Donable® Platform. This Agreement is personal to You. You may not assign Your rights or obligations under this Agreement. You may download and install the Donable® Platform on Your mobile device or devices.

3. **Copyright and Ownership.** All title, interest, and ownership rights in and to the Donable® Platform and associated documentation, including any improvements, modifications, and enhancements made to it, are and shall remain with OBI, including all intellectual property rights, and to the extent You acquire any such right or title by operation of law or otherwise, You agree to and do hereby assign the same to OBI without entitlement to further consideration. Except as expressly provided in this Agreement, OBI does not grant any express or implied right to You to the Donable® Platform or under any of OBI's rights, patents, copyrights, trademarks, or trade secret information.
4. **Confidentiality and Non-disclosure.** The Donable® Platform, documentation, and all information disclosed to You by OBI related to the Donable® Platform, including performance data, features, feedback, improvements, modifications, enhancements, Donor information, and other relevant information is confidential information of OBI ("Confidential Information"). You may use the Donable® Platform as necessary to engage and recruit Donors and to perform Your obligations under this Agreement, but You may not disclose any other Confidential Information to a Donor to perform this Agreement. You may not disclose any portion of the Confidential Information, including the Donable® Platform, to any other entity. You may not disclose any personally-identifying information of any Donor except as approved by that Donor. You will use at least the same degree of care that You use to protect Your own confidential and proprietary information but not less than a reasonable degree of care to protect OBI's Confidential Information from unauthorized use or disclosure. Confidential Information does not include information that (1) is needed to recruit a Donor, such as the software application itself or the information that is taken from a Donor for use with the Donable® Platform; (2) was rightfully known by You at the time of disclosure without an obligation of confidentiality; (3) is lawfully obtained by You from a third party without restriction on use or disclosure; or (4) becomes generally known to the public through no fault or breach of this Agreement by You. This provision shall survive termination or expiration of this Agreement.
5. **Conduct.** When you engage with Donors and use the Donable® Platform, You agree, represent and warrant that you will follow all standards of conduct that OBI determines are necessary, including that you will:
- comply with all applicable local, state and federal laws;
  - not engage in behavior towards actual or potential Donors or actual or potential recruiters that may be construed as harmful, threatening, abusive, harassment, tortious, defamatory, vulgar, obscene, invading the privacy of another, or hateful;

- not disclose the personal information of Donors;
- not provide any information that is false or misleading; and
- not offer monetary or other compensation to Donors.

6. **Data and Feedback.** You agree that OBI may obtain information and data from You in connection with Your registration, installation, and use of the Donable® Platform, including personal information. You agree that OBI may use such data in connection with its operation and improvement of the Donable® Platform, and You consent to such use in conformity with the Donable® Privacy Policy. Additionally, You agree to report any flaws, errors, or imperfections discovered in any software or other aspects of the Donable® Platform, using the reporting feature within the Donable® Platform. You agree to participate in discussions from time to time as reasonably requested by OBI, regarding the use, functionality, and performance of the Donable® Platform. You acknowledge that all reports, information, and recommendations provided by You to OBI, including any improvements or modifications arising from or in connection with the same, become and remain the exclusive property of OBI and You assign all rights in and to the same to OBI.

7. **Compensation.** The purpose of the Donable® Platform is to recruit new Donors and to encourage existing Donors to donate blood. You use the Donable® Platform to schedule people for an appointment at a participating blood center. You receive monetary compensation when a person You recruit attends the scheduled appointment and donates a usable blood product. OBI uses a third-party, Stripe Connect (“Stripe”), to facilitate the Donable® Platform’s payment services to You. Within the Donable® Platform, certain personal information is collected by Stripe to verify Your identity, facilitate payment, and provide tax forms. The information collected by Stripe is subject to [Stripe’s Privacy Policy](#). Additionally, when You agree to use the Donable® Platform, You are also agreeing to the [Stripe Connected Account Agreement](#) to facilitate compensation, the terms of which are incorporated herein.

Participant/Recruiter compensation is as follows:

- Regular Pay
  - \$15.00 for an active blood donor, which is a Donor who has donated at the participating blood center within the two (2) years immediately preceding the visit You recruited; or

- \$35.00 for a lapsed donor, which is a Donor who has not donated at the participating blood center within the two (2) years immediately preceding the visit You recruited; or
- \$50.00 for a new or first-time donor, which is a Donor who has never donated at the participating blood center.
- Bonus Pay may be available based on the participating blood center's need, such as a \$5.00 bonus for an Rh negative donor. Bonus pay opportunities are not guaranteed, however, if they come about they will be communicated to You via push notifications in the Donable® Platform.
- \$15.00 for all donations recruited through the Social Media Campaigns (Affiliate Marketing) feature.

8. **Term and Termination.** This Agreement shall commence when You accept these terms. Either Party may terminate this Agreement at any time, for any reason, or for no reason by providing the other Party advanced written notice. OBI will have the right to immediately terminate this Agreement, with or without notice, in the event there is an actual or suspected violation by You of this Agreement, which includes (but is not limited to) an improper disclosure of Confidential Information, evidence that You have paid a Donor cash or another monetary inducement to schedule a donation or any suspected violation of Section 5 herein. OBI shall have the additional right to revise and update the Donable® Platform at any time within OBI's sole discretion, including the right to withdraw or modify the Donable® Platform in a manner that decreases or eliminates Your ability to be paid monies in relation to the same. Upon termination of this Agreement by OBI due to an actual or suspected breach by You, You shall forfeit any and all rights to payments due and owing to You under this Agreement. In the event You terminate this Agreement without breaching its terms, OBI shall pay You any monetary compensation that accrues as of the date of such termination. Sections 3, 4, 6 and 8-14 shall survive termination of this Agreement, regardless of the reason for such termination.

9. **Disclaimer of Warranties.** THE DONABLE® PLATFORM, ITS CONTENT AND INFORMATION OBTAINED THROUGH THE DONABLE® PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, NEITHER OBI NOR ANY OF ITS REPRESENTATIVES REPRESENT OR WARRANT THAT THE DONABLE® PLATFORM, ITS CONTENT OR INFORMATION OBTAINED THROUGH THE

DONABLE® PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR CONTENT OR INFORMATION OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. OBI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. **Limitation of Liability.** IN NO EVENT WILL OBI, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE UNDER ANY LEGAL THEORY AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, FOR (a) DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE DONABLE® PLATFORM, ANY SITES LINKED TO IT OR ANY CONTENT OR INFORMATION OFFERED ON OR THROUGH THE PLATFORM (INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE AND INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA); or (b) AGGREGATE DAMAGES IN AN AMOUNT GREATER THAN THE ACTUAL MONIES PAID BY OBI TO YOU UNDER THIS AGREEMENT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
11. **Indemnification.** You agree to indemnify, hold harmless, and defend OBI and its affiliates and all their respective directors, officers, employees, and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to: (1) Your breach of this Agreement; (2) Your negligence or willful misconduct; (3) any injury and/or damage to any person, corporation, or entity; or (4) any injury to Your person or property; in each case, whether actual or alleged or suspected.
12. **Dispute Resolution.** This Agreement shall be governed by the laws of Oklahoma without regard to conflicts of law rules. If a dispute arises out of or relates to this

Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Should such mediation fail, all matters relating to the Donable® Platform and this Agreement, and any dispute or claim arising out of or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule, whether of the State of Oklahoma or any other jurisdiction. Any legal suit, action or proceeding arising out of, or related to, Donable® Platform or this Agreement shall be instituted exclusively on a personal basis (and not as a part of any class) in the state or federal courts located in Oklahoma City, Oklahoma, and You waive any and all objections to the same, including the exercise of jurisdiction over You by such courts and to venue in such courts.

13. **Miscellaneous.** This is the entire Agreement between the Parties, and it supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the subject matter herein. No waiver or modification of this Agreement is valid unless in writing and signed or digitally accepted by both Parties. The waiver or breach of any term in this Agreement shall not be construed as a waiver of any other term or any other breach. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, then all remaining provisions remain in full force and effect. The relationship among the Parties is and shall be one of independent contractor, and nothing herein shall cause You to be an employee or agent of OBI's nor give you authority to bind OBI to any agreement. This Agreement shall benefit and bind the parties and their respective successors, heirs, legal representatives and permitted assigns.

[Privacy Policy](#)