

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**"), dated as of Mar 24 2025 (the "**Effective Date**"), is by and between My Faith Will Inc., a Delaware Public Benefit Corporation, with offices located at 1648 Taylor Road #424, Port Orange, FL 32128 ("**Service Provider**") and USSVCF United States Submainre Veterans Charitable Foundation, a(n) Connecticut Non-Profit Corporation, with offices located at PO Box 1063, Groton CT 06340-1063

("Customer" and together with Service Provider, the "**Parties**", and each a "**Party**").

WHEREAS Service Provider has the capability and capacity to provide an official listing on the My Legacy Will website; and

WHEREAS Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **SERVICES.** Subject to the terms of this Agreement, Service Provider will use commercially reasonable efforts to provide to Customer the services (the "Services"):

### **My Legacy Will Service:**

Service Provider agrees to create a custom branded page (the "**Branded Page**") on the domain [www.MyLegacyWill.com](http://www.MyLegacyWill.com) to help supporters of Customer create their legal will using the Service Provider platform and a prompt to consider leaving a charitable bequest to Customer. The Branded Page may incorporate graphics or text suggested by Customer and will be subject to final approval of Service Provider before becoming accessible to the public.

1.1 Service Provider agrees to provide a listing on the My Legacy Will website so that supporters of the Customer can simply and easily include the Customer in their legal will. Customer's tax ID number, address, and specific will language shall be populated into their supporter's will if a supporter chooses to give a bequest.

1.2 Service provider agrees to supply Customer with a unique coupon code for the Customer to distribute to the Customer's contacts and constituents. This code will allow users the ability to create a will at no cost.

1.3 Service Provider agrees to provide updates to Customer, including (a) the number of new bequests; (b) the total estimated dollar amount of such new bequests; (c) the name and contact information of those providing a bequest to the customer provided that they grant permission for the Service Provider to share this information, and (d) any other statistics reasonably requested by Customer concerning user activity. Service Provider reserves the right to withhold any information from Customer in order to comply with applicable privacy laws and Service Provider's internal privacy policy (as in effect from time to time), or in the event a user has not consented to the release of information by Service Provider to a third-party. Service Provider shall own all right, title, and interest in and to the underlying data.

1.4 Service Provider agrees to provide to Customer marketing materials such as flyers, email templates, and HTML buttons to promote My Legacy Will to Customer's donors and contacts.

2. **CUSTOMER OBLIGATIONS.** Customer shall:

2.1 Permit Service Provider to utilize the Customer's name and logo on the Service Provider's website and marketing materials including through online, print, email, and social media channels. This permission ends if revoked by Customer or when the contract is terminated.

2.2 Customer agrees to promote My Legacy Will partnership to its constituents throughout the year by means of email, social media, and/or direct outreach.

**3. TERM AND TERMINATION.**

3.1 This Agreement shall commence as of the Effective Date and continue thereafter for an Initial Term ending on April 30, 2026.

3.2 This Agreement shall be automatically renewed for additional 12 Month Terms (collectively, the "Term"), unless either Party requests termination prior to end of the then current term.

**4. FEES AND EXPENSES.**

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay \$3,900 (the "Service Fees") for the Initial Term of My Legacy Will Service. Upon renewal, Customer shall pay the applicable Service Fees for each subsequent 12 Month Term thereafter.

4.2 Following the first 36 months of service, Service Provider reserves the right to increase the Service Fees by no more than 5% annually.

**5. RETURN ON INVESTMENT GUARANTEE.**

5.1 Provided that Customer works with Service Provider to send at least two (2) emails and include a link to MyLegacyWill.com on Customer's website giving page, Service Provider guarantees that Customer will receive a minimum of \$100,000 in bequest indications during the initial year of service. If, at the conclusion of the initial year of service, Customer does not secure this minimum in bequest indications that year, the Service Provider will provide the following year of service at no charge.

5.2 At the time of renewal billing, Customer is responsible for notifying Service Provider of the completed guarantee requirements as mentioned in 5.1 (send at least two (2) emails and include a link).

**6. LIMITED WARRANTY AND REMEDY.**

6.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

6.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination.

(b) In the event the Agreement is terminated pursuant to 6.2(a) above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Customer any Service Fees paid by the Customer as of the date of termination for the Services, less a deduction equal to the Service Fees for such Services up to and including the date of termination on a pro-rated basis.

6.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

**7. LIMITATION OF LIABILITY.**

7.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**8. INTELLECTUAL PROPERTY.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer materials shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

**9. ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.

**10. NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**11. SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or

unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. **AMENDMENT AND MODIFICATION.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

13. **WAIVER.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **ASSIGNMENT.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

16. **NO THIRD-PARTY BENEFICIARIES.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**CUSTOMER:**

By Robert Bachman

Name: Robert Bachman

Title: President USSVCF

**SERVICE PROVIDER:**

MY FAITH WILL INC.

By Thomas Thimons

Name: Thomas Thimons



Title: CEO



## Document Details

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