

## ***SERVICE AGREEMENT***

This Service Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_,

\_\_\_\_\_, and Vedic Community Foundation, Inc. of 14660 N.W. 174<sup>th</sup> Avenue, Alachua, Florida 32615. In this Agreement, the party who is contracting to receive services will be referred to as "\_\_\_\_\_" and the party who will be providing the services will be referred to as "VCF."

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, VCF will provide to \_\_\_\_\_ the following services (collectively, the "Services"):

Post a web page describing the your 501c3s project description, photos, funding required and details for donors to provide funding. VCF will also act as a service provider to accept securities assets on behalf of your organization. Such securities will be liquidated through VCFs brokerage service and net proceeds will be directed to you either through wire transfer or mailed as instructed by you.

**2. PAYMENT FOR SERVICES.** In exchange for the Services \_\_\_\_\_ will pay VCF according to the following schedule:

VCF will receive a fee of 1.5% of the net proceeds after any brokerage services and transfer cost if any for accepting and processing the donated assets to your 501c3.

**3. TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

**4. CONFIDENTIALITY.** VCF, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VCF, or divulge, disclose, or communicate in any manner, any information that is proprietary to \_\_\_\_\_. VCF and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

**5. WARRANTY.** VCF shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in VCF's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to VCF on similar projects.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**8. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**10. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

**11. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**12. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Service Provider:  
Vedic Community Foundation, Inc.

By: \_\_\_\_\_  
Krishna Gopal das (Richard Graveley)  
Director