

**PROPOSED TERM SHEET
NPPG PARTNERSHIP WITH ANN**

- PARTIES:** The Non-Profit Purchasing Group, LLC, a California Limited Liability Company ("NPPG") and the Alliance for Nevada Nonprofits, a Nevada nonprofit corporation ("ANN")
- PURPOSE:** ANN desires to provide member benefits to its paid membership of Nevada-based nonprofit organizations. NPPG provides access to discounts with national and regional vendor partners. To avoid a duplication of efforts and costs in developing its own member benefits program, ANN seeks to enter into a partnership with NPPG where in NPPG will provide access to its site for ANN members.
- NPPG RESPONSIBILITIES:** NPPG shall be responsible for:
- (1) Delivering a private-label, co-branded version of the Vendor Partners page of its website, that fully integrates all new Nevada only vendor partner contracts (the "NPPG-ANN Site"). The ANN Vendor Partners page shall be separated into two sections: (a) national vendor partners and (b) Nevada vendor partners. Access to this page shall be from a password-protected entry on the ANN website.
 - (2) Maintaining the NPPG-ANN Site and ensuring its operability.
 - (3) Assisting in negotiating vendor partner contracts with prospective Nevada-based vendor partners and then uploading those vendor partners to the NPPG-ANN Site.
- ANN RESPONSIBILITIES:** ANN shall be responsible for:
- (1) Negotiating contracts with Nevada-based vendor partners.
 - (2) Providing NPPG with requested information regarding Nevada-based vendor partners to add them to the NPPG-ANN Site.
 - (3) Marketing ANN and the benefits provided by the NPPG-ANN Site to prospective Nevada nonprofit members.
 - (4) Maintaining an active link to the NPPG-ANN Site on the ANN website.
 - (5) Maintaining an instructional webinar on the ANN website to be recorded and provided by NPPG.

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EXCLUSIVITY:

ANN agrees to use NPPG exclusively to provide access to member benefits for ANN members. Any potential ANN vendor partners shall be required to be accessed via the NPPG-ANN Site. Existing member benefits provided through an Alliance Membership with the National ~~Association~~^{Council} of Nonprofits and with Regis University shall, to the extent possible, be incorporated and accessed within the "Nevada Vendor Partners" section of the NPPG-ANN Site. It is understood that ANN must provide a link to the National ~~Association~~^{Council} of Nonprofits but such link shall be located in a secondary location on ANN's website with respect to the location of the link to the NPPG-ANN Site.

INITIAL FEE:

ANN shall pay to NPPG an Initial Fee of \$1,000 to (a) deliver the working NPPG-ANN Site and (b) enroll all of ANN's founding nonprofit members on the NPPG-ANN Site. Such fee shall be payable in two equal installments of \$500, the first of which shall be due upon approval of this term sheet by the ANN board and the second upon delivery of the NPPG-ANN Site.

ENROLLMENT FEES:

ANN shall pay to NPPG, on a monthly basis, an annual fee of \$10 per ANN nonprofit member that (a) renews its annual membership during that month or (b) enrolls in ANN for the first time.

ANNUAL MAINTENANCE FEE:

ANN shall pay to NPPG an Annual Maintenance Fee of \$750 payable on the anniversary of delivery of the NPPG-ANN Site, provided, however, that such fee shall not be due if total Enrollment Fees for the prior 12-month period exceeds \$5,000.

TERM

Five (5) years, with an option for two additional five-year periods. Five (5) years, with an option for two additional five-year periods. Either party may terminate this Agreement after the end of the first full year of the Initial Term by providing a written (60) day notification.

CONFIDENTIALITY:

NPPG and ANN agree that the terms of this agreement shall not be disclosed to any ANN member, prospective member or third-party.

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Acknowledged and agreed to by:

NON-PROFIT PURCHASING GROUP, LLC



Dan Engel, CEO

ALLIANCE FOR NEVADA NONPROFITS



CHAIR, BOARD of DIRECTORS
ALLIANCE for NEVADA NonPROFITS