

Sistema Global Volunteer Agreement

In consideration of being afforded the opportunity of serving as a volunteer for Sistema Global (SG), and in consideration of SG accepting me as a volunteer in their organization, I, _____, (“Volunteer) and SG agree as follows.

1. Volunteer understands that the scope of the Volunteer’s relationship with SG is limited to a volunteer position and that no compensation is to be expected in return by the Volunteer, however, if possible, a stipend may be provided for Volunteer, but Volunteer should have no expectation as to this possibility. SG will not provide any benefit normally associated with an employer and employee relationship. Furthermore, Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to nonprofit. In recognition of the Volunteer’s position, SG understands and blesses any outside paid work or any other volunteer position the Volunteer may undertake while he/she is a volunteer at SG.
2. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless SG and its successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may arise from the services provided as a Volunteer. I further understand that this release discharges SG from any liability for personal injury, property damage, illness, death, occurring while I am providing Volunteer services.
3. Proprietary information: For purposes of this Agreement, “SG Information” means all information and materials provided by SG or any of its affiliates to Volunteer, or to which Volunteer otherwise gains access as a result of volunteering for SG, pertaining in any manner to the activities of SG or its affiliates, whether or not labeled or identified as proprietary or confidential. Without limiting the generality of the foregoing, the following are deemed SG Information: (i) information regarding machines and devices developed or distributed by SG; (ii) ideas for research and development; (iii) computer records and software (including software that is proprietary to third parties); (iv) any information which SG must keep confidential as a result of obligations to third parties; (v) inventions whether or not patentable; (vi) identities of customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms; (vii) SG’s e-mail distribution list; (viii) SG’s donor and member lists and the identities of SG’s donors and members; (ix) human resources data and information about employees; (x) cost and other financial data; and (xi) polling and focus group information.
4. Volunteer agrees not to use or disclose any SG’s Information, except to the extent such use or disclosure is required in providing services to or on behalf of SG. Without limiting the generality of the foregoing, Volunteer agrees not to, without prior written consent from SG, (i) divulge any SG Information to third parties; or (ii) copy documents

containing any SG Information. In no event shall Volunteer use SG Information in a manner that is in any way detrimental to SG.

5. Upon termination of his or her services to SG, Volunteer shall within ten business days return to SG any and all written or other tangible materials containing any SG Information in Volunteer's possession and shall not keep any copies.
6. This section of this Agreement and Volunteer's obligations here-under shall survive any expiration, termination, or rescission of this Agreement and remain even after Volunteer's relationship with SG ends. Except as provided herein, Volunteer is prohibited from disclosing or using any SG Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.
7. External Communications: If Volunteer is contacted by a media representative, Volunteer shall attempt to refer the media Glenn C. Thomas, the CEO of SG. No Volunteer may communicate with the media about SG without prior approval from the CEO of SG.

If the Volunteer is contacted by an outside attorney or investigator regarding SG, Volunteer shall immediately obtain the individual's name and telephone number without disclosing any information to the individual and then provide that information to the CEO of SG.

8. Intellectual property: Volunteer agrees to promptly make full written disclosure to SG, to hold in trust for the sole right and benefit of SG, and hereby assigns to the SG, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright, trademark or similar laws, which Volunteer may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Volunteer is in service to SG (collectively referred to as "Inventions"), except as provided in section 8(b) below.
 - a. Volunteer further acknowledges that all original works of authorship which are made by Volunteer (solely or jointly with others) within the scope of and during the period of Volunteer's participation with SG and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.
 - b. Volunteer understands and agrees that the decision whether or not to commercialize or market any Invention is within SG's sole discretion and for SG's sole benefit and that no royalty will be due to Volunteer as a result of SG's efforts to commercialize or market, or success in commercializing or marketing, any such Invention.
 - c. The provisions of this Agreement requiring assignment of Inventions to SG shall not apply to any invention that Volunteer has developed entirely on Volunteer's own time without using SG's intellectual property, equipment, supplies, facilities, or SG Information except for those inventions that either (i) relate at the time of

their conception or reduction to practice to the SG's business, or actual or anticipated research or development of SG; or (ii) result from any work that Volunteer performed for SG. Volunteer will advise SG promptly in writing of any inventions that Volunteer believes meet the foregoing criteria.

- d. Volunteer agrees to assist SG, or its designee, in every proper way to secure SG's intellectual property rights in the Inventions in any and all countries, including, but not limited to, the disclosure to SG of all pertinent information and data with respect thereto, the execution of all applications, assignments and other documents which SG shall deem necessary or useful in order to apply for and obtain such rights and in order to assign and convey such rights to SG. Volunteer further agrees that Volunteer's obligation to execute or cause to be executed, when it is in Volunteer's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If SG is unable to secure Volunteer's signature for any reason, Volunteer hereby irrevocably designates and appoints SG and its duly authorized officers and agents as Volunteer's agent and attorney in fact, to act for and in Volunteer's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, or other intellectual property protection with the same legal force and effect as if executed by Volunteer.
9. Remedies: Volunteer acknowledges that a violation of the terms of this Agreement may cause damage and harm to SG and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and may be irreparable to the SG. Volunteer agrees that, upon notice from SG declaring a breach of this Agreement, Volunteer shall immediately cease all further activities which are, or are claimed by SG to be, a breach of this Agreement and shall immediately return to SG any and all written or other tangible material containing any SG Information in Volunteer's possession and shall not keep any copies thereof. SG may also avail itself of any other remedies available by law.
10. Governing Law: This agreement will be governed by the laws of the state of California without regard to its conflicts of laws principles. I also expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the state of California and interpreted in accordance with the laws of the state of California,
11. Consent to Personal Jurisdiction
Volunteer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the state of California for any lawsuit filed there against Volunteer by SG concerning Volunteer's volunteer participation or the termination of Volunteer's volunteer participation or arising from or relating to this Agreement.
12. Severability: If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

Volunteer further acknowledges and agrees to teach of the following items:

- (i) I am executing this Agreement voluntarily and without any duress or undue influence by SG or anyone else; and
- (ii) I have carefully read this Agreement. I have had the opportunity to ask any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and
- (iii) I sought the advice of an attorney of my choice if I wanted to before signing this Agreement.

Date_____

Volunteer Name_____

Volunteer Signature_____