

JOINT CONTRIBUTION AGREEMENT

This Joint Contribution Agreement (the “**Agreement**”) is entered into on June 11th, 2021 (the “**Effective Date**”), by and between The Libertarian National Committee with an address of 1444 Duke St, Alexandria VA 22314 (the “**LNC**”) and the Libertarian Party of California, with an address of 770 L STREET #950, SACRAMENTO, CA 95814, (the “**Affiliate**”), collectively “the **Parties.**”

1. **Purpose.** LNC is interested in promoting the Libertarian philosophy and getting Libertarian Party (“**LP**”) candidates elected to public office. LNC is desirous of gaining additional LP members / donors for both itself & the Affiliate by allowing them to contribute via one joint contribution page.

2. **Joint Contribution Arrangement.**

- (a) Upon the Effective Date of this Agreement, Affiliate shall receive a customized link, hosted at my.lp.org, that Affiliate can publish on its website and promote through social media, email marketing and other platforms. The link will enable potential LP members / donors to make joint contributions to Affiliate and LNC. Specific contribution amounts able to be selected are provided in Appendix B.
- (b) The donor shall designate the amount of each joint contribution that shall be allocated to the LNC and the amount that shall be allocated to Affiliate. The Amount designated by the donor to be allocated to the Affiliate shall be the “Joint Contribution Fee”.
- (c) For each joint contribution received, LNC shall pay Affiliate the Joint Contribution Fee. LNC shall not pay Affiliate a Joint Contribution Fee for any joint contribution that is rejected, returned, refunded or otherwise not retained by LNC.
- (d) LNC shall pay Affiliate such Joint Contribution Fee by the 10th of the following month via ACH or check for the prior month based on the total in the end of month report. Payments will be recorded by LNC as a transfer to Affiliate on its monthly Federal Election Commission (FEC) filings.
- (e) The Affiliate shall receive an automated email receipt upon each completed Joint Contribution that has been approved and processed successfully via the Stripe merchant payment processing system.
- (f) The LNC will email an end of month report that will be provided to Affiliate by LNC by the 1st business day of the following month showing all successful payments processed. The report will include donor name, address, phone if provided, email, employment information if provided, signing of the Non Aggression Principle, amount of Affiliate portion of donation and any additional information legally required by Affiliate. See Appendix A for any specifics required by Affiliate.
- (g) The LNC will pay all merchant processing fees from Joint Contributions processed through the form LNC will host at my.lp.org. The donor will be provided an option of paying these fees as an additional contribution solely to the LNC.
- (h) The LNC and Affiliate agree that the purpose of this program is to encourage small-dollar member contributions. The parties understand that the platform will not accommodate contributions greater than \$1500. The LNC reserves the right to limit contributions accordingly. See Appendix B for specifics.

- (i) The LNC will provide an area on the form for both National donations/memberships along with another separate area for Affiliate donation. One time donations for both LNC and Affiliate will be offered, with the additional option of automatic annual renewal at Affiliate's discretion. There will not be a monthly recurring option.

3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and continue until terminated by one party pursuant to section 5 of this agreement.

4. **Confidentiality.** During the course of this Agreement, it may be necessary for LNC to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to recruit potential LP members. Affiliate shall not share any of this proprietary information at any time. Affiliate shall not use any such proprietary information for any purpose other than the recruitment of potential LP members at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

5. **Termination.** This Agreement may be terminated at any time by either Party immediately upon notification. Within 30 days of termination, LNC shall pay Affiliate all Joint Contribution Fees due and owing for Affiliate's successful Joint Contributions made prior to the date of termination.

6. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

7. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and successors or assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence or breach of this Agreement by the indemnifying party, its respective successors or assigns. This section remains in full force and effect after termination of the Agreement by its natural termination or the termination by either party.

8. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement, including but not limited to actual damages, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery.

9. **Disclaimer of Warranties.** Affiliate shall refer potential LP members as requested by LNC. Affiliate does not represent or warrant that such joint contributions will create any additional profits, sales, exposure, brand recognition, or the like. Affiliate has no responsibility to LNC if the joint contributions do not lead to LNC's desired result(s).

10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12. **Legal Fees.** In the event that a dispute between LNC and Affiliate arising from this Agreement results in legal action, the successful party will be entitled to its legal fees, including but not limited to its reasonable attorneys' fees.

13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties. This Agreement may be entered into and is legal and binding throughout the United States. The Parties each represent that they have the authority to enter into this Agreement.

14. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by Virginia law.

15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

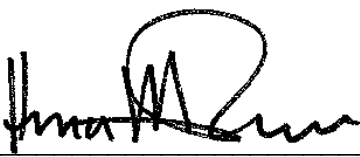
“LNC”

Signed: _____

By: _____

Date: _____

“AFFILIATE”

Signed:  _____

By: Honor M. Robson (Mimi) Chair

Date: June 11, 2021

Please return via email to operations@lp.org or fax 202-333-0072 along with the attached W-9

Appendix A:

Specifics required by Affiliate for monthly reporting outside of standard:

Drop down box for "County Affiliation" & "Party Affiliation."

Appendix B:

Specifics for donation page – LNC section will include the following levels of memberships: \$25 Basic, \$60 Premium, \$150 Bronze, \$250 Silver, \$500 Gold, \$1000 Platinum and \$1500 Lifetime

Affiliate section will include the following levels of donations &/or memberships: \$25 Basic, \$50 Supporter, \$250 Statesman, \$500 Patriot & \$1000 Lifetime

The link for the page is: <https://my.lp.org/contribute/unified-membership/ca/> (temp password is "robert")