

UNRESTRICTED GIFT AGREEMENT TO THE TOCK OS FOUNDATION

THIS GIFT AGREEMENT (this "Agreement") is entered into on the day and date of the last party's signature (the "Effective Date") by and between [_____] (the "Donor") and the Better Bytes Foundation, a Washington state non-stock corporation doing business as the Tock OS Foundation (the "Foundation") (each a "Party" and collectively the "Parties" to this Agreement).

WHEREAS, the Parties wish to establish the terms of the contemplated gift by Donor to the Foundation to support research, development, and promotion of the Tock OS project;
NOW, THEREFORE, the Parties agree as follows:

1. Contemplated Gift.

A. Donor intends to make a gift (the "Gift") to the Foundation on the terms set forth in this Agreement in the aggregate amount of one hundred thousand dollars (\$100,000.00) to be paid on or around the Effective Date. The Gift may be paid all at once or in two or more installments, as may be mutually agreed by the parties in writing. All payments will be made in cash, via wire to a bank account to be specified by the Foundation.

B. Donor acknowledges that the Gift is not conditioned on the Foundation qualifying, or continuing to qualify, for Federal tax exemption under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), or for tax exemption under the laws of any State.

2. Use and Purpose of the Gift. The Gift is anticipated (but not required) to be used by the Foundation to fund its operations including the advancement and promotion of the Tock OS project, and the hiring and maintenance of staff to that end.

3. Confidentiality. The Foundation may disclose information regarding the Gift to its officers, directors, members, professional advisors and other persons with a bona fide need for such information, and as may otherwise be required or advisable by law. In addition, the Foundation may publicly acknowledge the fact that Donor is a member of the Foundation and has made the Gift; provided that the Foundation will not disclose the amount or any other specific terms of the Gift unless approved in advance in writing by Donor. Notwithstanding the foregoing, the Donor expressly agrees that the Foundation may disclose the amount and specific terms of the Gift privately to other bona fide potential donors.

4. Representations and Warranties.

A. Donor hereby represents and warrants to the Foundation as follows:

(i) The Gift and this Agreement are duly authorized and approved commitments of Donor;

(ii) the signatory of this Agreement has the full power and authority to enter into this Agreement;

(iii) the Donor is in compliance with the U.S. Foreign Corrupt Practices Act (FCPA), and all other applicable anti-corruption laws and regulations; and

(iv) the Donor is not subject to the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) sanctions and does not deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known to Donor to support terrorism or to have violated OFAC sanctions.

B. the Foundation hereby represents and warrants to Donor as follows:

(i) the Foundation is a Washington nonprofit benefit corporation and is in the process of applying for recognition of Federal tax exemption under Section 501(c)(6) of the Code and exemption from any state franchise tax;

(ii) This Agreement is duly authorized and approved by the Foundation.

5. No Charitable Tax Deduction. Donor acknowledges that under current law the Gift will not entitle Donor to any charitable deduction for US Federal or State income tax purposes (i.e., that the Gift is not tax deductible).

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

[Signatures Follow]

For the Donor:

For the Foundation:

Date:

Date:

Signature:

Signature