VOLUNTEER SERVICES AGREEMENT

Thank you for deciding to volunteer your services to Kiva Microfunds ("Kiva"). Please confirm your acceptance of the terms of this agreement ("Agreement") by signing where indicated below. We extend our appreciation for your volunteer contributions to Kiva!

- 1. <u>Volunteer Services</u>. In consideration for the opportunity to serve as a Kiva volunteer, I agree to all the terms of this Agreement. I agree that my participation in all activities at and for Kiva is not in exchange for any compensation (e.g., pay, benefits, the promise of future employment). I acknowledge that, in exchange for my service as a volunteer at Kiva, I have neither been promised any compensation nor do I expect to receive any compensation. I understand that as a volunteer, I will not be entitled to any employee benefits. I understand that Kiva will not provide any accident or medical insurance, and is not responsible for any accident or medical expenses that I incur in the course of my volunteer service. I also understand that I am not covered by workers' compensation laws in connection with my volunteer affiliation.
- 2. <u>Volunteer Relationship</u>. I understand and agree that as a volunteer, I will not be a Kiva employee, and I will not represent myself to the public as a Kiva employee. I agree to volunteer with Kiva as a Kiva Ambassador from ______ through ______, and to perform the scope of work outlined in Exhibit A. However, I understand and agree that Kiva and I both have the right to end my volunteer relationship with Kiva at any time, for any reason.
- **3.** <u>Kiva Policies</u>. I agree to abide by all applicable policies provided to me as a Kiva volunteer. I acknowledge that I have read and will abide by Kiva's <u>Community Guidelines</u>.
- 4. <u>Confidentiality</u>. I understand that during the course of my work as a Kiva volunteer, I may have access to or receive "Confidential Information" of Kiva. "Confidential Information" means written (in any media), verbal or observed non-public information that Kiva designates as being confidential, or any other information which, under the given circumstances, would reasonably be deemed to be confidential. Confidential Information includes, but is not limited to, network and computer passwords, security information and procedures, financial and business information, and personal information of others. I understand and agree that (i) I may not disclose, directly or indirectly, any Confidential Information to any third party, unless expressly authorized by my supervisor in connection with my volunteer services, (ii) I may not use, copy or otherwise exploit Confidential Information, except for authorized purposes of my volunteer work with Kiva and (iii) I must take all reasonably necessary precautions to protect the confidentiality of the Confidential Information.
- 5. <u>Kiva Work Product/Property.</u> I understand that I will have access to Kiva-branded content and that I may create new content using Kiva's proprietary materials, solely for the purposes of promoting Kiva to my networks. I acknowledge and agree that all designs, plans, reports, presentations, specifications, drawings, flyers, schematics, prototypes, models, inventions, code, and all other information and items that I make during the course of and pursuant to this Agreement ("New Developments") shall be and are assigned to Kiva as its sole and exclusive property. I will retain no right to ownership, nor do I expect any kind of payment or compensation for such work. I agree and acknowledge that Kiva will exclusively own all rights worldwide, and will be entitled to the unrestricted use of the work for any purpose. In addition, I understand that any New Developments I create using Kiva-branded materials must be approved by Kiva before being presented to the public. I warrant that I have good title to any New Developments and the right to assign New Developments to Kiva free of any proprietary rights of any other party. I further agree not to disclose to Kiva, or bring onto Kiva's premises, or induce Kiva to use any confidential information that belongs to anyone other than myself or Kiva.
- 6. <u>Kiva Equipment</u>. I understand and agree that Kiva is not obligated to provide me with any equipment for use during my volunteer service. However, any equipment or materials that Kiva may provide for my use as a volunteer are the property of Kiva, may only be used for volunteer work related purposes (and not for personal or other purposes), and must be returned to Kiva at the conclusion of my volunteer services. I agree to take all reasonably necessary precautions to safeguard the Kiva equipment and materials from damage or loss.

I agree that this Agreement sets forth the entire agreement and understanding regarding the terms of my volunteer service with Kiva and supersedes any prior representations or agreements, whether written or oral. I understand this Agreement is governed by California law, and can only be amended in writing. I have signed this Agreement voluntarily and of my own free will.

7. Permission to Use Your Image and Other Information. Kiva sometimes uses volunteer images and other information to highlight its volunteer programs across various forms of media. In accordance with these efforts, you grant to Kiva the right to copy, distribute, publicly display and perform, and otherwise use your image (such as a photo), likeness (such as a drawing), voice, name and information (as the same may also be modified by Kiva, or used by Kiva as the basis for other materials, in Kiva's discretion), in all forms and media (now known or later created) throughout the world and in perpetuity for all purposes, including, but not limited to: inclusion on Kiva's website, newsletters and blogs, promotion of Kiva's mission and work, and educational presentations and other audiovisual productions regarding Kiva and its programs.

You irrevocably release Kiva and Kiva's assignees, licensees, affiliates and successors from any claims and damages of whatever kind or nature (in law, equity or otherwise), whether now known or unknown, that may arise regarding the use of your image, likeness, voice, name and information, including, but not limited to, any claims of defamation, invasion of privacy, personal injury, costs, fees and infringement of moral rights, rights of publicity and copyright. Kiva is permitted, although not obligated, to include your name as a credit in connection with the image, likeness, voice and information. You understand that Kiva is not obligated to use any of the rights granted. You waive the right to inspect or approve the form or version of your image, likeness, voice, name and information that may be used by Kiva and Kiva's assignees, licensees, affiliates and successors. While Kiva is not required to inform you when your image or likeness will be used, Kiva may let you know so that you may publicize the material if desired.

	[Signatures Follow]
Kiva Microfunds Name of Volunteer:	
Signature:	
Signature of Volunteer:	Title:
Date:	-

Exhibit A

Ambassador shall promote Kiva within their communities.

- 1. Research and identify organizations and events that would be willing to learn more about Kiva.
- 2. Prepare and use content in order to present and speak at the aforementioned organizations and events.
- 3. To the extent Ambassador creates new promotional materials using Kiva-provided content, (a) any such new materials must be approved by Kiva prior to being publicly shared, and (b) Kiva shall own all such new materials.

Ambassador shall provide Kiva with input and feedback with the intent to improve the effectiveness of the volunteer Ambassador program.

Ambassador must not represent themselves to the public as a Kiva employee