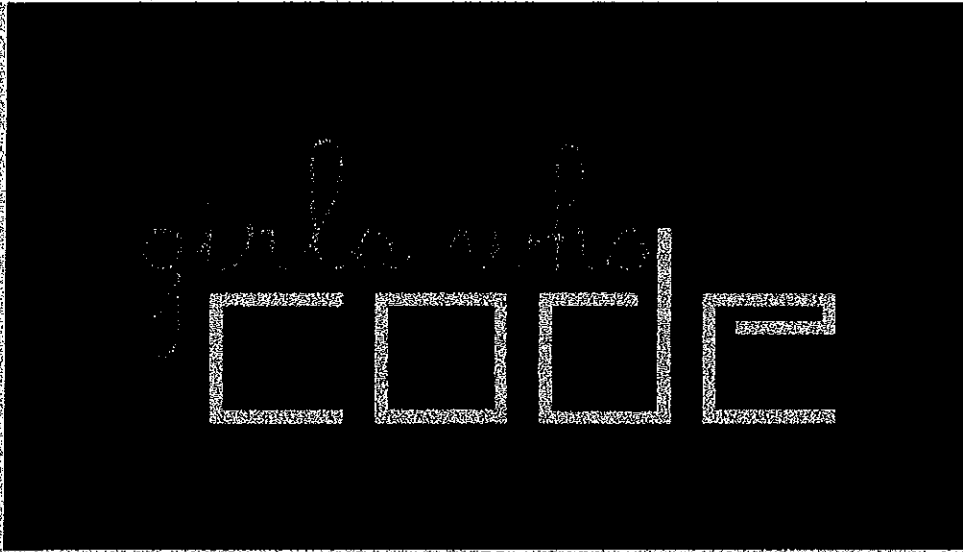


Please review the Participation Agreement below:



Participation Agreement

This Agreement (this "Agreement"), dated as of 07/23/2019, is made by and between Girls Who Code Inc., a New York not-for-profit corporation, having its place of business at 28 W. 23rd St., 4th Floor, New York, NY 10010, U.S.A ("Girls Who Code") and **Conner Middle School**, a **K-12 School** ("**Host Site**"). Each of Girls Who Code and Host Site are referred to herein individually as a "**Party**" and collectively, as the "**Parties**."

Pursuant to this Agreement, Host Site shall implement a Club (as defined below) for its Club Participants (as defined below) beginning at the start of its academic year until the earlier of (i) the date which is ten (10) months thereafter and (ii) the end of its academic year (the "**Term**"), for any location in the United States. Host Site shall renew its membership in writing if it wants to be considered a Host Site for another academic year, in which case the Term shall be automatically extended for such additional year upon approval in writing.

This document should be signed by an authorized signatory of Host Site (the "Decision Maker"). The Decision Maker is usually a site administrator such as a principal, assistant principal, dean, library manager, executive director or program manager that can execute agreements on behalf of the institution where Host Site holds the Clubs. Club Participants and most volunteers are not authorized signatories.

Girls Who Code offers Host Sites resources to run after school and/or weekend programs for school-aged girls ("Club Participants") at community facilities such as classrooms, libraries, community centers and universities ("Clubs") at no cost to Host Site.

I. Host Site Responsibilities and Expectations

1. Under this Agreement, Host Site acknowledges and agrees that Host Site's authority to serve as an official Girls Who Code Club is only valid for the Term and contingent on Host Site meeting the terms and conditions set forth herein. Subject to this Agreement, Girls Who Code grants Host Site the right to promote, market and operate a Club for Club Participants. Host Site acknowledges and agrees that it has reviewed, understands, and commits to the execution of the responsibilities as required by Host Site hereunder.

II. Obligations of Host Site

1. Host Site acknowledges and agrees that Host Site shall:
 1. work toward making this a Club for female identifying Club Participants;
 2. ensure that the Club has selected a main contact point to provide facilitating services for the Club (the "Club Facilitator") who is committed to the success of the Club and has committed to being responsive to Girls Who Code requests, such as administering surveys to Club Participants, ,
 3. comply, and require its Club Facilitator, volunteers, and agents to comply, in all respects with GWC's applicable policies, including, but not limited to, the Code of Conduct for Club Facilitators, the Girls Who Code Privacy Policy and Terms of Service among others (collectively, the "GWC Policies");
 4. promote and raise visibility of the Club via Host Site marketing channels such as an organization website, newsletter announcements, communication with parents, and/or school announcements;
 5. ensure that Club Participants have access to reliable internet, a dedicated space to work on their projects and the necessary computers to run a successful program;
 6. agree to use the Girls Who Code Club name and/or logo only when the Host Site application is approved by Girls Who Code;
 7. subject to this Agreement (including Section V hereof), be responsible for obtaining and maintaining adequate and valid insurance, in such amounts as are reasonably customary in the industry, for the duration of this Agreement;
 8. provide logistical support for Club activities which are off-site and coordinate permissions and adequate supervision for those activities;
 9. inform Girls Who Code if the Club Facilitator ceases to facilitate the program during the Term for any reason, inform Girls Who Code of the identity of any proposed replacement Club Facilitator and require that any replacement Club Facilitator complies with the GWC Policies and all terms of this Agreement;
 10. comply, and shall cause the Club Facilitator and all of Host Site's volunteers to comply with, in all respects, all rules, regulations, and laws applicable to Host Site, to the Club, and Girls Who Code, and will take no action, and will cause the Club Facilitator and all of Host Site's volunteers to take no action, that would cause Host Site, the Club or Girls Who Code to violate any applicable rules, regulations, or laws;
 11. be the sponsor of the Club, and shall be fully responsible for all aspects of the operation of the Club, and all risks and liabilities arising therefrom.

- including, without limitation, the care, safety and supervision of the Club Participants, supervision of the Club Facilitator and any other adults working or volunteering with the Club, the condition of the classroom/building, and all logistical arrangements;
12. conduct full and complete criminal background checks, including a review of the national and local sex offender registries, on all individuals it assigns to work with the Club and its Club Participants. Host site agrees that it will not assign any individual to work with the Club in any capacity whose background check reveals criminal convictions for any crime that would make the individual unsuitable for interaction with children. Such crimes include but are not limited to, any crimes of violence, any sexual crime, or any crime whatsoever involving a minor. Host site will not assign any individual whose background check reveals any concern which could jeopardize the safety of the Club Participants.
 13. not take any actions that would damage Girls Who Code's global brand, or jeopardize Girls Who Code's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; and
 14. take seriously and investigate any complaints or concerns received by Host Site about the Club, the Club Facilitator, any Club volunteer or Club Participant, and take all appropriate remedial steps necessary, including reporting any suspected child abuse or neglect to the relevant authorities in Host Site's jurisdiction and promptly inform Girls Who Code of any complaints or concerns relating to a Club Facilitator, Club volunteer or Club Participant and of any actions taken by Host Site in consequence.

III. Representations and Warranties

1. Each Party represents and warrants that:
 1. it has the full right, power and authority to enter into this Agreement and carry out its obligations hereunder; and
2. Host Site represents and warrants that:
 1. any and all information provided by it to Girls Who Code is true and accurate;
 2. it shall not make any false or misleading representations or statements with respect to the Club or Girls Who Code;
 3. it is fully aware of and will comply with any applicable laws and regulations; it has established child safeguarding measures in compliance with all relevant statutes and regulations in Host Site's jurisdiction;
 4. it acknowledges and agrees that Girls Who Code may advertise and/or publish Host Site's Club and any contact information in any reasonable way;

IV. Insurance, Liability and Indemnity

1. During the Term, Host Site shall obtain and keep in full force and effect, the following insurance which shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII. Upon the request of Girls Who Code, Host Site will provide Girls Who Code a certificate confirming Host Site's insurance coverage.

1. Liability Insurance. Bodily injury, sexual or physical abuse or molestation, psychological, personal injury and property damage insurance, which upon the written request of Girls Who Code names Girls Who Code as additional insured against liability arising out of Host Site's operation of a Club for Club Participants. Such insurance shall include an "each occurrence" limit of not less than one million dollars (\$1,000,000) and a general aggregate limit of not less than two million dollars (\$2,000,000).
2. Host Site agrees not to hold Girls Who Code liable in any way whether to Host Site or to its or other insurers who insure Host Site (by way of subrogation or otherwise) for loss or damage, even though such loss or damage might have been occasioned by the negligence and/or breach of duty of Girls Who Code, its agents or employees and any such loss or damage is covered by insurance benefitting Host Site, its agents or employees and Host Site agrees to include a waiver of subrogation provision.
3. Host Site shall defend, protect, indemnify and hold Girls Who Code, its agents, officers, directors, employees and contractors harmless, against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties and demands of any kind or nature (including reasonable solicitors' fees), and regardless of any fault, negligence, or breach of duty howsoever the same shall occur or be caused, arising from and/or in any way in connection with this Agreement and/or Host Site's use of the programs of Girls Who Code, including without limitation:
 1. injuries occurring as a result of the operation of the Club;
 2. any intentional conduct or negligence of Host Site, the Club Facilitator, or Host Site's agents, employees, volunteers or contractors;
 3. any breach or default in the performance of any obligation on the part of Host Site to be performed under this Agreement;
 4. or the failure of any representation or warranty made by Host Site herein to be true when made;
4. the liability for which is unconditionally assumed by Host Site. This indemnity and these covenants contained in this Section V shall survive termination of this Agreement.

V. Intellectual Property

1. Girls Who Code grants to Host Site a nonexclusive, non-transferable, non-sublicensable, revocable, royalty-free right and license to use its trademarks, name and logo (the "Trademarks") for the purposes of promoting and operating the Girls Who Code Club during the Term, subject to this Agreement and any other guidelines provided by Girls Who Code. Host Site will not: (a) claim any right in or to, attempt to register in any jurisdiction, or do anything that may adversely affect any of the Trademarks; (b) adopt, register or use in any manner whatsoever, without Girls Who Code's written consent, any trademark, trade name or domain name, which in any way imitates, resembles, dilutes, or is similar to any of its Trademarks; (c) use any other trademark or service mark in combination or connection with, or in juxtaposition with, any of the Trademarks; and (d) do any of the following to the Trademarks, except with the express written approval of Girls Who Code: (i) change the color of; (ii) photoshop or otherwise

- modify; (iii) use old versions of; (iv) add words around; (v) overlap with shapes, photos, or marks of a third party; or (vi) associate with any vulgar, obscene, indecent or unlawful material. Should Host Site violate any terms and conditions hereunder, Girls Who Code may terminate Host Site's license to the Trademarks.
2. Girls Who Code may, in its sole discretion, grant Host Site access to certain software. Host Site agrees that it is subject to the Terms of Use and any and all third-party agreements or restrictions related to such software, may only grant access to Club Participants and employees, may only use it to further the activities of the Club, and may not reverse engineer it or provide it to third parties without Girls Who Code's written permission.

VI. Term and Termination

1. Girls Who Code shall have the right to terminate this Agreement immediately by written notice if Host Site commits any breach of this Agreement and fails to cure such breach within fifteen (15) days after written notice thereof, or upon thirty (30) days' notice for any reason (or no reason). Upon termination of this Agreement, Host Site shall cease all use of the Girls Who Code trademarks, marketing material and name, cease all activities in relation to this Agreement and promptly return to Girls Who Code all Confidential Information.

VII. Relationship between the Parties

1. Host Site is an independent organization with an independent governing body.
2. For the avoidance of doubt, this Agreement shall not be deemed to create any joint venture, partnership, association or company of any sort between the Parties, nor shall either Party be deemed an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two (2) independent contractors. Each Party shall be responsible for its actions and omissions, including those of its directors, officers, employees, volunteers and similar functionaries. Neither Girls Who Code nor Host Site shall have the right or power to bind or obligate the other Party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other Party unless a specific authority is delegated in writing from one Party to the other Party.

VIII. Confidentiality & Privacy

1. Host Site agrees to hold all Confidential Information in strict confidence, and not to disclose or use such Confidential Information, except for in connection with this Agreement. "Confidential Information" means any of Girls Who Code's material, data or information not made available to the general public, oral or written, which is treated as or would reasonably be considered confidential.
2. Host Site acknowledges and agrees that it shall be responsible for obtaining all necessary consents required by law for the collection of personally identifiable information from and/or regarding Club Participants, including in the case of children under age thirteen (13), obtaining explicit written consent from at least one parent and/or guardian of each Participant for the collection, use and distribution of and to the Participant's personal data by Girls Who Code. Unless otherwise instructed by Girls Who Code, this shall be performed via email and a link to the Girls Who Code website.

3. Host Site acknowledges and approves the Girls Who Code Privacy Policy as posted publicly on its websites.
4. In the event that Girls Who Code notifies Host Site in advance of any press (digital, print and television) who may visit and/or cover a Club activity, Host Site shall be responsible for obtaining any consent and/or release required by applicable law regarding the Participant's participation therein.

IX. Governing Law

1. This Agreement, the terms and conditions contained in this Agreement and all disputes and claims arising out of or in connection with them will be governed in accordance with the laws of the State of New York and the courts of New York. New York will have exclusive jurisdiction.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the date first above written.

GIRLS WHO CODE, INC.

By:



Name: Andrea Jordan-Douglas

Title: VP of Programs

Conner Middle School

By: (Please sign below)

Name: James Brewer

Title: K-12 Educator/Administrator

Please indicate you have read and consent to the above agreement *

- ☐ I have read and consent to the above agreement
- ☐ I do NOT consent

Decision Maker Signature *Click and drag your mouse or touch-pad to sign.

Clear

Signature of

