

CONNECTED NATION®



2025 PROGRAM AGREEMENT

This Program Agreement (this "Agreement") is made as of 2/7/2025 | 8:25 AM (the "Effective Date"), by and between J. Graham Brown School ("Partner Organization"), and Connected Nation, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Kentucky ("Program Owner") (each a "Party" and together, the "Parties") on the Teens Teach Tech Initiative.

The Teens Teach Tech Program harnesses students' technology skills to provide basic skills training to their families and other new computer/internet users in the community. While this strategy will allow local training, there are inadvertent benefits to this approach, such as the opportunity for students to use their technology skills for community service while learning real-world problem-solving, collaboration, and project development. The project must be student-led; however, the Partner Organization will select and approve adult mentors to be the sole liaison with Connected Nation and must fully supervise the teams. Participants may be eligible to receive monetary incentives for successful execution of the program.

I. Partner Organization Representations.

- A. **Qualifications of a Mentor.** A mentor is an adult employed or affiliated with a Partner Organization (school district, nonprofit, community center, place of worship, etc.) who has been pre-screened and approved to work with middle or high school-aged students by the organization's proper authorities.
- B. **Responsibility and Supervision of Students.** The Partner Organization represents and warrants that it is solely responsible, through its selected mentor, for supervising and mentoring the students under this project. The Partner Organization is responsible for ensuring that all school requirements are met and for obtaining parental consent for any student who will participate in the program.
- C. **Compliance.** Partner Organization agrees to comply with all applicable laws and regulations during the Program Term including but not limited to any relevant labor and/or tax laws.

- D. **Program Reporting and Documentation.** Partner Organization agrees to submit an Event Summary after each training event and provide one photo or video of each training performed by students and submit applicable Photo Consent forms for any minors in photo.

II. **Program Funds.**

A. **Startup Funds**

1. **Amount.** Subject to the terms and conditions set forth below, Program Owner agrees to provide to Partner Organization up to \$500.00 in startup funding, which must be pre-approved by the Program Owner (the "Startup Funds").
2. **Purpose.** The Startup Funds must be used solely to develop and operate the pre-approved student project for the Teens Teach Tech program, via the program application (together, the "Charitable Activities").
3. **Delivery.** Program Owner will deliver the full amount of the Startup Funds within a reasonable time after receipt of the Partner Organization's application. The application will be sent via an online form provided by the Program Owner.
4. **Conditions.** Partner Organization, as advised by the Mentor, shall use the Startup Funds only for the Charitable Activities described above and shall return to Program Owner any Startup Funds not so used, unless Program Owner provides prior written consent for such other use.
5. **Documentation.** Partner Organization must provide W-9 and IRS tax-exemption determination letter or other documentation as requested to establish the status of an organization before funds are released.

B. **Incentive "Earned" Funds**

1. **Amount.** Subject to the terms and conditions set forth below, Program Owner agrees to provide to Partner Organization up to \$4,000.00 in incentive funding, which must be pre-approved by the Program Owner (the "Earned Funds"). This amount is subject to change for special promotions. All payments to Partner Organization are subject to Program Owner's availability of funding.
2. **Purpose.** The Earned Funds are based on the number of people trained by the Mentor and the student team in participation of the Teens Teach Tech program. For every 1 person trained, \$10 may be awarded with up

to 400 trainees permitted. This amount is subject to change for special promotions.

3. **Delivery.** The payout terms are quarterly, and training completed within each term will be paid out in the first month of the following term. Upon the end of each quarter, the Program Owner will confirm the payout amount with the Mentor based on the Event Summaries required for each training, which contain the number of people trained. Program Owner will deliver the full amount of the Earned Funds per term within a reasonable time after receipt of the Partner Organization's Event Summaries and confirmation.
4. **Conditions.** Partner Organization shall use the Earned Funds solely for the students' or program benefit and shall return to Program Owner any Earned Funds not so used, unless Program Owner provides prior written consent for such other use. **Partner Organization may be required to complete an online form confirming receipt of Funds.**

III. Recordkeeping, Accounting and Reporting.

- A. **Internal Accounting.** Partner Organization shall maintain a complete and accurate record of the Program Funds received and expenses incurred pursuant to this Agreement and shall conduct such internal audits as are reasonably required to verify full compliance with this Agreement.
- B. **Record Retention.** Partner Organization shall retain such books and records for at least four (4) years after the expiration of the Program Term and shall permit Program Owner to have reasonable access to its files, records and personnel for the purpose of making such financial audits, program evaluations or verifications concerning the Program, or this Agreement as Program Owner deems necessary. The rights and obligations of the Parties pursuant to this paragraph shall survive the termination, rescission, or expiration of this Agreement.
- C. **Quarterly Report.** Partner Organization and all teams affiliated with Partner Organization shall submit a Quarterly Team Review that includes the following:
 - (1) A summary of all training conducted (number of people who were trained, number of students that participated in the program, any media materials, success stories, and feedback).

IV. Publicity and Intellectual Property.

- A. **Acknowledgement of Program Owner's Support.** Program Owner encourages Partner Organization to include Program Owner's name (and/or relevant sponsor) when identifying sponsors, donors and supporters in public forums (e.g., on website). Partner Organization may include Program Owner's name and logo in a general list of Partner Organization's sponsors, donors and supporters without prior permission, provided that Partner Organization treats Program Owner in the same manner that it treats its other similarly situated sponsors, donors and supporters, and provided further that Partner Organization complies with the terms of Program Owner's trademark usage guidelines as provided by Program Owner from time to time.
- B. **Trademarks.** Any right granted to Partner Organization to use the Program Owner's logo, or any other trademark shall be revocable, non-exclusive and non-transferable, and the Partner Organization agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the Program Owner may provide from time to time. Partner Organization agrees to provide samples of its use of Program Owner's logo or trademarks for approval by Program Owner prior to any such usage, and Partner Organization agrees to terminate usage of any Program Owner logo or trademark if such usage fails to meet Program Owner's trademark usage guidelines or quality standards or otherwise upon Program Owner's request.

V. Limitations on Liability.

- A. **No Agency.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and Partner Organization shall make no such representation to anyone. Neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.
- B. **Indemnification.** Partner Organization irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Program Owner, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Partner Organization or Mentor, the students it mentors, its officers, directors, trustees, employees or agents, in applying for or accepting the Program Funds, in expending or applying the Program Funds or in carrying out any

program or project funded or financed by the Program Funds (including the carrying out of the Charitable Activities), except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Program Owner, its officers, directors, trustees, employees or agents. The rights and obligations of the Parties pursuant to this paragraph shall survive the termination, rescission or expiration of this Agreement.

VI. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without reference to its choice-of-law rules.

VII. **Term and Termination.**

- A. **Term.** Unless otherwise terminated as set forth herein, this Agreement shall commence on the Effective Date and continue until completion.
- B. **Termination.** If Program Owner determines, in its sole discretion, that Partner Organization has failed to comply with or otherwise breached any term or condition of this Agreement (including without limitation any reporting requirements), Program Owner may, upon written notice to Partner Organization, terminate this Agreement and demand the return of all or part of the Program Funds remaining in Partner Organization's possession or control and/or the Program Funds spent in violation of this Agreement. In the event of such demand, Partner Organization will immediately repay the requested funds to Program Owner. Program Owner will have no liability to Partner Organization as a result of termination of this Agreement in accordance with this Section VII. All amounts provided to Partner Organization are subject to Program Owner's availability of funding. Program Owner may also terminate this Agreement at any time for lack of funding.

VIII. **Amendments.**

- A. This Agreement may not be amended or modified, except in writing signed by duly authorized representatives of both Parties.
- B. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed an original, and all such counterparts shall be construed together and constitute one Agreement.

IX. **Notice.**

- A. **Timing.** Any notice, request, demand or other communication required or

permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (1) when delivered personally; (2) when sent by email to the receiving Party's email address on record; (3) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (4) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (5) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt

- B. **Delivery.** All notices shall be sent to the address as may be designated by a Party by giving written notice to the other Party pursuant to this Section.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above, and each signatory below represents that he or she has the requisite authority to bind the respective Party to this Agreement.

PARTNER ORGANIZATION:

Signed by:
By: Mary Sithu
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Name: Mary Sithu

Title: Teacher

Address: 546 S. First Street

Louisville, KY 40202

By: _____

Name: Marty Pollio, Ed.D.

Title: Superintendent

Address: 3332 Newburg Road

Louisville, Kentucky 40218

CONNECTED NATION, INC.

DocuSigned by:
By: Thomas W. Ferree
1908D355408C472...

Name: Thomas W. Ferree

Title: Chairman & CEO

Address: 191 W Professional Park Ct. Ste B

Bowling Green, KY 42104