

## PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2020, (“Effective Date”) by and between Moving Schools Forward Inc (“Moving Schools Forward”), a Nevada corporation and \_\_\_\_\_ School (“Participating School”), a Domestic Nonprofit Corporation, each the “Party” and collectively the “Parties”.

**WHEREAS**, Moving Schools Forward provides an online e-commerce platform (the “Platform”) that allows for the sale and purchase of school related goods and services by third parties (“Third Parties”), developed for the purposes of allocating a portion of the proceeds for the benefit of Participating Schools.

**WHEREAS**, Participating School is an institution of learning that wishes to participate on the Platform.

**NOW, THEREFORE**, acknowledging the receipt of adequate consideration and intending to be legally bound, the Parties agree as follows:

**1. Eligibility.** Use of the Platform is limited to parties that lawfully can enter into and form contracts under Nevada law.

**2. Registration.** To use the Platform, Participating School shall register on the Platform and provide the name, address, phone number, e-mail address, and valid credit card information.

**3. Registration Fees.** Participating School shall pay Moving Schools Forward, as compensation for agreeing to use the Platform, an annual fee in the amount of Sixty Dollars (\$60) registration fee and annual fee. This fee shall be paid on the Effective Date upon demand on a [Visa, MasterCard, American Express, Discover, PayPal, etc]. By executing this Agreement Participating School is authorizing Moving Schools Forward to charge its credit card for the amount due. The next annual fee shall be due on the date of the Renewal of this Agreement as agreed in section 19 of this Agreement.

**4. Non-Refundable Payment.** All fees hereunder are nonrefundable, non-assessable and fully earned when delivered to Moving Schools Forward and not subject to any right of set-off.

**5. Moving Schools Forward’s Role.** Moving Schools Forward provides a venue for third-party sellers (“Sellers”) and buyers (“Buyers”) to complete transactions. Moving Schools Forward is not involved in the actual transaction between Sellers and Buyers and is not the agent of and has no authority for either for any purpose. Sellers may list any school related item on the Platform unless it is a prohibited item as decided upon Moving Schools Forward’s discretion. Moving Schools Forward prohibits any items or posts or any

other material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is up to the Seller to accurately describe the item for sale or auction. Moving Schools Forward shall not be responsible for any transactions between Sellers and Buyers, and any communication regarding the items in a transaction shall be only between the respective Sellers and Buyers. Only communication regarding this Agreement, Registration, Fees, or Donations, shall be directed Moving Schools Forward.

**6. Donations.** Twenty Percent (20%) of the actual transactions between Sellers and Buyers shall be allocated to the learning institutions that are participating on the Platform. Participating School shall receive any earned donations within two (2) business days and such funds shall be transferred to an account designated specifically by Participating School. Participating School shall spend such funds only on products or services for the benefit of the students of Participating School. If there is any error in distribution, Moving Schools Forward shall have Sixty (60) days to correct such error.

**7. Donation Transparency.** Participating School shall reasonably cooperate with Moving Schools Forward, at Moving Schools Forward's cost for reasonable expenses, and promptly provide all information requested by Moving Schools Forward in connection with this Agreement, and donations allocation, in a mutually agreed upon format to the extent reasonably necessary (as determined by Moving Schools Forward) for Participating School to comply with its transparency obligations.

**8. Financial Transparency.** Moving Schools Forward shall reasonably cooperate with Participating School, at Participating School's cost for reasonable expenses, and provide information requested by Participating School in connection with this Agreement, in a mutually agreed upon format to the extent reasonably necessary to comply with its transparency obligations. This school limits Moving School Forward's obligation to the production of data related to relevant purchases and disbursement.

**9. No Third-Party Liability.** Moving Schools Forward shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. Moving Schools Forward shall not be liable for any liabilities of the Third Party.

ELITE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY PRODUCTS OR SERVICES, THIRD PARTY MATERIALS OR ANY EQUIPMENT OBTAINED FROM THIRD PARTIES.

**10. Indemnity.** Participating School agrees to indemnify Moving Schools Forward and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for action taken or omitted by the Participating School in the

execution of this Agreement, except as a result of the Moving Schools Forward's gross negligence, willful misconduct, or bad faith.

**11. Moving Schools Forward Reservation of Rights.** Moving Schools Forward retains the right to immediately halt any transaction, prevent or restrict access to the Platform, or terminate this Agreement if Participating School is in violation of any of the sections of this Agreement.

**12. Password Security.** Participating School is solely responsible for maintaining the security of its password, and may not disclose its password to any third party (other than third parties authorized by Participating School to use its account), and is solely responsible for any use of or action taken under its password on the Platform. If the password is compromised, Participating School must change your password.

**13. Cyber Security.** Moving Schools Forward represents and warrants that it has policies and procedures reasonably designed to detect, prevent and respond to cyberattacks, including providing training to its employees with respect to cybersecurity and monitoring compliance with its cybersecurity policies and procedures. Further, Moving Schools Forward agrees that it will promptly notify Participating School of any cybersecurity breach. At no time shall Moving Schools Forward be liable to Participating School for any cyberattack that may occur, and Participating School hereby agrees and warrants that it shall not pursue any legal action in connection with such cyberattack.

**14. Illegal Activity.** The Platform may be used only for lawful purposes and in a lawful manner. Participating School agrees to comply with all applicable laws, statutes, and regulations. Participating School may not register under a false name or use an invalid or unauthorized credit card. Participating School may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Moving Schools Forward will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

**15. Data Ownership.** The Parties agree that any and all information and data provided by Participating School and collected on the Platform and including nonpublic account data generated by Moving Schools Forward to the provision of services under this Agreement (but excluding Participating School's proprietary data) shall be owned exclusively by Moving Schools Forward. Moving School Forward may share or sale this data to third-parties.

**16. No Warranties.** THE PLATFORM AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" BASIS. MOVING SCHOOLS FORWARD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

- (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
- (b) THAT THE PLATFORM OR SERVICES THEREIN WILL MEET ANY PARTICULAR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;
- (c) THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF PURCHASE, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;
- (d) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND
- (e) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MOVING SCHOOLS FORWARD TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MOVING SCHOOLS FORWARD DISCLAIMS ANY AND ALL SUCH WARRANTIES.

**17. General Release.** BECAUSE MOVING SCHOOLS FORWARD IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH RELEASES MOVING SCHOOLS FORWARD (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

**18. Limitation of Liability.** MOVING SCHOOLS FORWARD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

**19. Termination.** This Agreement shall commence on the Effective Date and shall continue for one (1) year (the “Initial Term”). If not sooner terminated, this Agreement shall renew at the end of the Initial Term and shall thereafter continue for successive annual

period (“Renewal Period”). Participating Schools may terminate its participation at any time by giving a notice. Upon termination, Moving Schools Forward shall transfer any donations that were accumulated for the benefit of Participating Schools prior to the termination. Also upon termination, any pending transactions shall be canceled.

**20. Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, without giving effect to the conflicts of laws principles thereof and any action shall be in Clark County, Nevada.

**21. Survival.** Each covenant, term, and/or condition contained herein shall survive and remain in full force and effect until fully performed and completed.

**22. Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, and contains the sole and entire agreement between the Parties with respect to such subject matter.

**23. No Agency.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other.

**24. Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions in this Agreement shall not affect the validity or enforceability of any other provision. In the event any provision is deemed illegal or unenforceable by a court of competent jurisdiction, such provision shall be deleted herefrom or reduced in scope and this Agreement shall be interpreted and enforced as thereby amended.

**25. Amendments; Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the Party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

**26. Notices.** All notices required under this Agreement (including amendments, requests, claims, demands, and other communication between the Parties) shall be in writing. All such written communications shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class registered or certified mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail to the addresses of the Parties specified in this Agreement or such other addresses specified in writing. All notices shall be effective upon (i) receipt by the party to which the written communication is given, or (ii) on the 5th day following mailing, whichever occurs first.

- (a) If to Moving Schools Forward:  
Address: 5400 W Cheyenne Ave, #1087, Las Vegas, Nevada 89108

Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

(b) If to Participating School:  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**27. No Third-Party Beneficiaries.** This Agreement is made for the sole benefit of the Parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

**28. Headings.** The section headings in this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes.

**29. Benefit.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors, and assigns.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**MOVING SCHOOLS FORWARD**

By \_\_\_\_\_  
Kenisha Jackson, President

**PARTICIPATING SCHOOL**

By \_\_\_\_\_  
[Insert name and title]