

## PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2020, (“Effective Date”) by and between Moving Schools Forward Inc (the “Company”), a Nevada corporation and \_\_\_\_\_ (“Seller”), a [\_\_\_\_\_ limited liability company/corporation] each the “Party” and collectively the “Parties”.

**WHEREAS**, Company provides an online e-commerce platform (the “Platform”) that allows for the sale and purchase of school related goods and services by Seller, developed for the purposes of allocating a portion of the proceeds for the benefit of participating learning institutions.

**WHEREAS**, Seller wishes to promote and sell its goods or services 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, Seller shall register on the Platform and provide the name, address, phone number, e-mail address, and valid credit card information.

**3. Sellers' Listing Fees and Payment Terms.** Seller shall pay Company, 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 Seller is authorizing the Company 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 the Company and not subject to any right of set-off.

**5. Company’s Role.** The Company provides a venue for Seller and third-party buyers (“Buyers”) to complete transactions. Company is not involved in the actual transaction between Seller and Buyers and is not the agent of and has no authority for either for any purpose. Company shall not be responsible for any transactions between Seller and Buyer, and any communication regarding such transaction shall be only between the Seller and Buyers. Company shall not be responsible for any transactions between Seller and Buyer, and any communication regarding the items in a transaction shall be only between

the respective Seller and Buyers. Only communication regarding this Agreement, Registration, Fees, or Donations, shall be directed to the Company.

**6. Seller's Responsibility.** Seller may list any school related item on the Platform unless it is a prohibited item. Moving Schools Forward prohibits any items or posts or descriptions 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.

**7. Payment Provisions.** IN ORDER TO SELL ITEMS ON THE PLATFORM, SELLER MUST REGISTER WITH MOVING SCHOOLS FORWARD AND USE ITS PAYMENT SERVICE (the "Payment Service").

- (a) The Payment Service facilitates the purchase of Seller items listed on the Platform. A Buyer's authorized credit card payment ("Payment Transaction") shall be credited to the registered Seller's Account, and such funds shall be transferred to the Seller's designated checking account ("Seller's Account") every Friday. The Buyer may authorize a Payment Transaction with any [major credit card or PayPal]. The Payment Service helps facilitate the Payment Transaction. Seller will resolve any dispute directly with Buyer and not through the Payment Service. Seller must register online with Moving Schools Forward to use the Payment Service. Seller must provide a true and accurate information when registering and must maintain and update that information as applicable. Seller will not impersonate any person or use a name it is not legally authorized to use. Seller authorizes Moving Schools Forward to verify its information.
- (b) The Payment Service shall be available only to those who meet the terms of eligibility for the online selling community, who have been issued a credit card by a United States bank, and whose applications are acceptable to Moving School Forward. Payment Transactions can be credited only to bank checking accounts in the United States.
- (c) The Payment Service is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance. The Company will send a receipt to Seller via e-mail for each completed transaction. In addition, Seller can access his or her Payment Service transaction information online on the [Manage Your Account] page of the Seller account section accessed when logging on with Seller's password. Seller may access the Seller's Transactions feature only with a browser that is compatible with the Payment Service, including any security features that are a part of the Payment Service.

- (d) If the Buyer has overpaid for a purchase, Seller may use the "Refund Buyer" link on the Transaction Details page to refund the Buyer through the Payment Service for the amount of the overpayment or to send a refund otherwise owed to Buyer related to the purchase. Similarly, if the Buyer has underpaid for a purchase, Seller can use the "Create invoice" link on the Transaction Details page to request that the Buyer pay the amount still owed through the Payment Service.
- (e) Transfers to the Seller's Account shall occur on every Friday and will generally be credited within five business days of the date Company initiates the transfer. On occasion, the Company may send Seller a paper check instead of an electronic credit to Seller's bank account, in the event, for instance, if Seller's bank will not accept an electronic credit to Seller's accounting.
- (f) SELLER MUST PROVIDE A FULL REFUND DIRECTLY TO ANY BUYER WHO REMITS PAYMENT, either directly or through the Platform, if the item cannot be shipped at the close of the sale. Seller must provide the refund promptly, but in no case later than thirty (30) days following the close of the sale.
- (g) As a security measure, the Company may impose transaction limits on some or all Buyers and Seller relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. The Company shall not be liable to the Seller: (i) if the Company does not proceed with a transaction or disbursement that would exceed any limit established the Company for a security reason, or (ii) if the Company permits a Buyer to withdraw from a transaction because the Payment Service is unavailable following the commencement of a transaction.
- (h) The Company reserves the right to delay initiating any transfers to Seller's bank account (or sending paper checks) pending an investigation if the Company, in its sole discretion, believes that Seller may have violated this Agreement. Notwithstanding any other provision of this Agreement, if the Company determines, in its sole discretion, that Seller has violated this Agreement, the Company may refuse to deliver a Payment Transaction credit to Seller and may instead maintain the amount of such credit in a trust account or may return the amount of the credit to the Buyers. The Company shall not be liable to Seller if it acts in accordance with the provisions of this Section, or any other Sections of this Agreement.

**8. Donations.** The Seller agrees and warrants that Twenty Percent (20%) of the actual transactions between Seller and Buyers shall be held by the Company and allocated to the learning institutions that are participating on the Platform.

**9. Financial Transparency.** The Company shall reasonably cooperate with Seller, at Seller's cost for reasonable expenses, and provide information requested by Seller in connection with the donations or this Agreement, in a mutually agreed upon format to the extent reasonably necessary to comply with its transparency obligations. This disclosure is limited to the production of data related to relevant purchases and disbursement.

**10. Seller's Transactions.** Where a Seller lists goods or services at a fixed price ("fixed price sales"), the Seller is obligated to sell the goods at the listed price to Buyers who meet the Seller's terms. By listing an item in a fixed price sale, Seller represents and warrants to prospective Buyers that Seller has the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive. By entering into this Agreement and posting a listing for fixed price sale, Seller agrees to complete the transaction as described by this Agreement. Seller acknowledges that by not fulfilling these obligations, Seller's action or inaction may be legally actionable.

**11. Sales/Use Taxes.** You agree that it is the Seller's and the Buyer's responsibility to determine whether sales or use taxes apply to the transactions and to collect, report, and remit the correct tax to the appropriate tax authority. You also agree that the Company is not obligated to determine whether sales or use taxes apply and is not responsible to collect, report, or remit any sales or use taxes arising from any transaction.

**12. Password Security.** Seller 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 Seller 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, Seller must change its password.

**13. Cyber Security.** The Company 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, Company agrees that it will promptly notify Seller of any cybersecurity breach. At no time shall Company be liable to seller for any cyberattack that may occur, and Seller 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. Seller agrees to comply with all applicable laws, statutes, and regulations. Seller may not register under a false name or use an invalid or unauthorized credit card. Seller 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 the Company 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 the Seller and collected on the Platform and including nonpublic account data generated by the Company to the provision of services under this Agreement (but excluding Seller's proprietary data) shall be owned exclusively by the Company. The Company may share or sell this data to third-parties.

**16. No Warranties.** THE PLATFORM AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" BASIS. COMPANY 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 SELLER, AVAILABLE FOR SALE AT THE TIME OF PURCHASE, OR THAT SELLER 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 COMPANY IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLER 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.** COMPANY 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").

**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 dispute shall be in the exclusive jurisdiction of courts located 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 Company: 5400 W Cheyenne Ave, #1087, Las Vegas, Nevada 89108  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- (b) If to Seller:  
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.

**COMPANY**

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

**SELLER**

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