

CURIOS CARDINALS, INC ENGAGEMENT AND NON-DISCLOSURE AGREEMENT

This Engagement and Non-Disclosure Agreement (“Agreement”) is made by and among Curious Cardinals, Inc. (“Curious Cardinals”) and Making Waves Academy (“Institution”), each a “Party” and collectively the “Parties”, and is effective as of the day Institution executes this Agreement.

RECITALS

- A. Curious Cardinals, through its network of college student teachers, provides mentorship, online classes and individualized tutoring to elementary through high Institution students.
- B. Institution is a charter school.
- C. Institution has asked Curious Cardinals to provide mentorship, online classes and/or tutoring to certain students of the Institution (the “Engagement”).
- D. Curious Cardinals agreement to enter into the Engagement is conditioned upon Institutions agreement to the terms of this Agreement.

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, Curious Cardinals and Institution hereby agree as follows:

1. ENGAGEMENT.

- a. Institution agrees to engage Curious Cardinals as an independent contractor to provide mentorship, online classes and/or individualized tutoring (referred to a “Class”) to certain of the Institution’s students (“Students”) upon the terms and conditions set forth herein. Institution will pay Curious Cardinals for the services rendered in connection with the Engagement as set forth, and in accordance with the terms of, Exhibit A to this Agreement, which is incorporated herein and constitutes a term of this Agreement.
- b. Institution agrees that only a Student for whom Institution has paid Curious Cardinals for their participation will be permitted to participate in, view or attend any Class, and only each such Student will be made privy to any Confidential Information (as that term is defined below) provided by Curious Cardinals to Institution, or to a specific Class, in connection with the Engagement.

2. RELATIONSHIP OF THE PARTIES.

- a. Institution and Curious Cardinals are separate and independent entities, and shall remain as such throughout the Engagement. Nothing in this Agreement or the

Engagement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship between the Parties, or any of the Parties' respective employees or independent contractors.

b. Institution acknowledges and agrees that each Student is a student of the Institution, and that nothing in this Agreement or in Student's interaction with Curious Cardinals or any of Curious Cardinals' employees or independent contractors ("CC Staff") is intended or shall be deemed to create an employee/employer relationship between Curious Cardinals and any Student. Institution acknowledges and agrees that each Student is the primary beneficiary of the Student's relationship with Curious Cardinals and CC Staff, and that the Student is simply a student interacting with Curious Cardinals and CC Staff for the Student's educational benefit.

c. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement, or undertaking with any other third party.

d. The operations of Institution are subject to the sole control of Institution. All persons employed or engaged by Institution are employees or contractors of Institution only and not of Curious Cardinals. Institution shall be fully responsible for its employees and contractors and indemnify Curious Cardinals against any claims made by, or on behalf of, any such employees or contractors.

e. The operations of Curious Cardinals and the Engagement are subject to the sole control of Curious Cardinals. All persons employed or engaged by Curious Cardinals are employees or contractors of Curious Cardinals only and not of Institution. Curious Cardinals shall be fully responsible for them and indemnify Institution against any claims made by or on behalf of any such employee or contractors.

f. Independent Contractor acknowledges that Independent Contractor shall not have a right or entitlement to participate in any of the pension, retirement, insurance, vacation, sick leave, or other benefit programs now or hereafter available to Company's employees.

g. While this Agreement is in force, Institution shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance as may be reasonably necessary, with policy limits sufficient to protect and indemnify Curious Cardinals and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and

successors and assigns, from any losses resulting from Institution or Institution's agents', contractors', servants' or employees' conduct, acts, or omissions.

h. Each Party is responsible for any and all costs or expenses that it may incur in the performance of its obligations under this Agreement or in connection with the Engagement, unless otherwise expressly set forth herein.

i. Each Party has, and shall continue to have, the full right, corporate power, and authority, to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform its obligations under this Agreement.

j. Students will attend all Classes perform all work in connection with the Engagement remotely and using their own or the Institution's computer and other digital equipment.

k. Students shall not be supervised in any manner by Curious Cardinals or any CC Staff, though the Students' work in connection with the Class may be subject to review and/or evaluation by Curious Cardinals or CC Staff.

3. CONFIDENTIALITY OF INFORMATION.

a. Subject to the terms and conditions set forth herein, Curious Cardinals will provide Institution and Students with certain confidential and/or proprietary documents and information necessary for Students to complete a Class. Institution acknowledges that Curious Cardinals is under no legal obligation to allow Institution or Students access to its confidential or proprietary information, but for the Engagement and Institution's agreement to the terms of this Agreement. In consideration for Curious Cardinals' provision of Confidential Information to Institution or Students, beginning upon the execution of this Agreement and for all time thereafter, Institution shall not, directly or indirectly, use, reveal or communicate, to any person or other Institution whatsoever, any Confidential Information (as defined below) relating to Curious Cardinals, or any Confidential Information relating to Curious Cardinals that Students create, develop, receive, or obtain, in connection with a Class, unless required by law or as authorized by Curious Cardinals. This restriction does not apply to any information that is or comes into the public domain otherwise than through Institution's or Students' unauthorized disclosure.

b. For purposes of this Agreement, "Confidential Information" includes written, electronic, or spoken, information and materials furnished or prepared by Students in connection with the Engagement or a Class, or furnished or prepared by Curious Cardinals in connection with the Engagement, a Class or this Agreement. Confidential Information includes, but is not limited to, information regarding Curious Cardinals' trade

secrets, business activities, technology, course content, business knowledge or information, business relationships, products (including prices, costs, sales or content), financial information or measures, business methods, teaching methods, teaching plans, student development plans, future business plans, databases, computer programs or software, source code, Cloud-based libraries, designs, models, formulae, techniques, discoveries, ideas, concepts, operating procedures, technical and business know-how (including negative know-how, and including regarding existing and/or contemplated products, processes, techniques or know-how), reports, transactions, employee or contractor lists, and other matters relating to or concerning the business, finances or affairs of Curious Cardinals.

4. OWNERSHIP OF WORK PRODUCT.

a. In further consideration of Curious Cardinals' provision of Confidential Information to Institution or Students, Institution acknowledges and agrees that Curious Cardinals shall have exclusive ownership rights to all goods, services, information, intellectual property, works of authorship, work product (including, but not limited to, articles, studies, memoranda, notes, reports, research material and other literature), and all other materials and items, tangible or intangible, created and/or developed by Students or Institution, either solely or jointly with others, as a result of or in connection with this Agreement or the Engagement (collectively, the "Class Works"). All Class Works shall be deemed to be "works made for hire" (as that term is used and construed under the Copyright Act of the United States and/or any similar law of any other jurisdiction) made in the course of the Engagement or Students' participation in the Arrangement, belonging exclusively to Curious Cardinals. If exclusive title and/or ownership rights do not originally vest in Curious Cardinals, or any Class Works are deemed not to be a work made for hire, Institution hereby irrevocably and forever assigns and conveys to Curious Cardinals all of Institution's right, title and interest therein and shall give Curious Cardinals, and any Curious Cardinals designee, all reasonable assistance and execute all documents necessary to enable Curious Cardinals to perfect, preserve, register and record its rights to such Class Works. For the avoidance of doubt, Institution and Students may not use Class Works or any copies thereof for any purpose other than in connection with the Engagement and in accordance with the terms of this Agreement, except as agreed by Curious Cardinals in writing. Any and all Class Works and any copies thereof shall be promptly delivered to Curious Cardinals at any time upon request by Curious Cardinals.

b. If Institution has any rights to the Class Works that cannot be provided as described above, including any moral rights, *droit moral*, or similar rights, in connection therewith, Institution unconditionally and irrevocably (a) waives the enforcement of such rights, and agrees, at Curious Cardinals' request and expense, to join in any action to

enforce such rights, or (b) where such rights cannot be assigned or waived, grants to Curious Cardinals, during the term of such rights, an irrevocable, perpetual, worldwide, sub-licensable, exclusive, fully-paid up and royalty-free license to reproduce, create derivative works, distribute, transmit, publicly perform, publicly display, and otherwise exploit such rights by all means, without accounting, notification, compensation, credit or other obligation to Student or any third party.

c. The foregoing provisions notwithstanding, Institution shall retain all intellectual property rights, including the right to copyright, in and to any materials, data or products not first produced or prepared by Curious Cardinals, or by Institution or Students in connection with the Engagement.

d. As between Institution and Curious Cardinals, Curious Cardinals is, and shall remain, the sole and exclusive owner of all right, title and interest, including all Intellectual Property Rights, in and to (i) Curious Cardinals' Confidential Information, and (ii) any tangible or intangible subject matter, including any documents, data, information, methods or materials, provided or made available to Institution or Students by or on behalf of Curious Cardinals ("CC Materials"). Nothing in this Agreement grants to Institution or any third party, by implication, waiver, estoppel or otherwise, any right, title, or interest, including any Intellectual Property Rights, in or to any of the Class Works, Curious Cardinals' Confidential Information, or CC Materials. Institution shall not at any time reproduce, use, exploit, or perform any other act on, with, or relating to, the Class Works, Curious Cardinals' Confidential Information or CC Materials, except solely to the extent necessary to perform Institution's obligations hereunder in strict accordance with the terms and conditions of this Agreement.

e. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other designations of source, sponsorship, affiliation or origin, together with all related goodwill, (c) copyrights, copyrightable works and other works of authorship (including computer programs) data, data collections and databases, (d) trade secrets, know-how and other confidential or proprietary information, (e) moral rights, and (f) any and all other intellectual property rights, in each case whether registered or unregistered and including all related rights of priority under international conventions, all pending and future applications and registrations and continuations, divisions, continuations-in-part, reissues, extensions, substitutions, re-examinations and renewals thereof, and all similar or equivalent rights or forms of protection in any part of the world.

5. PRESERVATION OF DATA & RETURN OF PROPERTY.

a. Institution will take all reasonable steps to preserve materials and data (including Confidential Information) provided by Curious Cardinals or created by Institution or Students in connection with the Engagement or this Agreement for the benefit of Curious Cardinals, including, without limitation, maintaining password protections, ensuring that all data is backed up, complying with Curious Cardinals' policies and procedures with respect to electronic data and systems, and ensuring that Curious Cardinals' authorized representatives have reasonable access to all material prepared or used in connection with this Agreement.

b. Upon the conclusion of the Engagement or immediately upon Curious Cardinals' written request, Institution shall surrender to Curious Cardinals (or destroy, as may be requested by Curious Cardinals) all Confidential Information, Class Works, and/or CC Materials, whether recorded on paper, in emails, computer memory, disc or otherwise, including copies, duplicates, facsimiles, models, prototypes and notes relating thereto.

6. ENFORCEMENT OF RESTRICTIONS.

a. Institution acknowledges and agrees that the Confidential Information and Institution's covenants contained within Sections 3 through 5 are valuable and that breach of Institution's obligations under Sections 3 through 5 will cause Curious Cardinals irreparable injury and damage that cannot be reasonably or adequately compensated by money damages. Institution expressly agrees that Curious Cardinals, without posting a bond, shall be entitled to injunctive or other equitable relief in order to prevent a breach of Institution's obligations under Sections 3 through 5, in addition to any other remedies legally available to Curious Cardinals. Institution expressly waives the claim that Curious Cardinals has an adequate remedy at law for breach of Institution's obligations under this Agreement.

b. Institution recognizes and acknowledges that Institution's agreement to be bound by and to strictly comply with Institution's obligations under Sections 3 through 5 is a material inducement to Curious Cardinals' willingness to enter into this Agreement and the Engagement, and that Curious Cardinals would not have entered into this Agreement or the Engagement absent such agreement by Institution. Institution expressly agrees that the failure to comply with the terms of Sections 3 through 5 shall amount to a material breach of this Agreement.

7. WARRANTIES AND INDEMNIFICATION.

a. It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other.

b. Each Party represents and warrants to the other that it shall abide by all applicable federal, state and local laws, and regulations in regard to the Engagement, and that it is an equal opportunity employer that shall not discriminate against or harass any Institution student or employee, or any CC Staff as applicable, on the basis of their race, sex, age, religion, national origin, disability, sexual orientation, or other category protected by federal, state or local law.

c. As used in this Agreement "CC Indemnified Parties" shall mean Curious Cardinals and its subsidiaries and affiliates, and the partners, directors, officers, legal representatives, insurers, employees and agents; "Institution Indemnified Parties" shall mean Institution and its directors, officers, trustees, administrators, legal representatives, insurers, employees and agents.

d. Institution agrees to indemnify, defend, and hold harmless CC Indemnified Parties from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including without limitation, interest, penalties, reasonable attorneys' fees and expert witness fees) and judgments arising out of the errors, omissions, negligence, gross negligence, recklessness, or intentional misconduct of Institution or any of Institution's employees, students or agents. Additionally, Institution shall defend or settle, at its sole expense, any and all suits, proceedings and claims for (i) breach by Institution of any of its obligations contained in this Agreement; or (ii) any claim, action or proceeding commenced against Curious Cardinals alleging that any Student was treated unlawfully by any of Institution's employees or agents, and shall indemnify and hold CC Indemnified Parties harmless from and against all claims, damages, loss and expense on account of such claim (including attorneys' fees). Curious Cardinals shall promptly provide Institution with written notice of any claim that Curious Cardinals believes falls within the scope of this paragraph, but failure to give such notice shall not impair the obligations of Institution set forth in this paragraph.

e. Curious Cardinals agrees to indemnify, defend, and hold harmless Institution Indemnified Parties from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including without limitation, interest, penalties, reasonable attorneys' fees and expert witness fees) and judgments arising out of the errors, omissions, negligence, gross negligence, recklessness, or intentional misconduct of Curious Cardinals or any CC Staff. Additionally, Curious Cardinals shall defend or settle, at its sole expense, any and all suits, proceedings and claims for (i) breach by Curious Cardinals of any of its obligations contained in this Agreement; or (ii) any claim, action or proceeding commenced against Institution alleging that a Student was treated unlawfully by Curious Cardinals, or by any CC Staff, and shall indemnify and save Institution Indemnified Parties harmless from and against all claims, damages, loss and expense on account of such claim (including attorneys' fees). Institution shall

promptly provide Curious Cardinals with written notice of any claim which Institution believes falls within the scope of this paragraph, but failure to give such notice shall not impair the obligations of Curious Cardinals set forth in this paragraph.

f. EXCEPT FOR A BREACH OF SECTIONS 3 THROUGH 5 AND THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 7.d. and 7.e. HEREIN, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR SPECIFIC PERFORMANCE.

8. USE OF NAME AND LOGO.

Neither Party shall use, directly or by implication, the names of the other Party, or the other Party's affiliates, contractors, staff members, faculty members, students, or employees, in connection with any products, publicity, promotion, financing, advertising, or other public disclosure, without the prior written permission of the other Party. In this regard, Institution may not disclose the existence of this Agreement or the Engagement, or any Class Works created by Institution or Students in connection with this Arrangement, or otherwise utilize Curious Cardinals' name, logo or other identifying characteristic for any commercial or other non-academic purpose. This prohibition includes the use or disclosure of Curious Cardinals' name, logo, or other identifying characteristic, in connection with provision of sample Class Works to any third party. This prohibition does not prohibit Institution from advertising the Engagement to Students or otherwise within Institution for the purposes of securing or increasing enrollment in any Class.

9. ENTIRE AGREEMENT.

This Agreement embodies the entire understanding between Curious Cardinals and Institution with respect to the subject matter hereof and supersedes all prior written or verbal agreements or understandings relating to such subject matter. The Parties warrant that they have not relied upon any statements not set forth in this Agreement in deciding to enter into this Agreement. This Agreement may only be amended by a writing signed by all Parties.

10. WAIVER; AMENDMENT.

No delay on the part of a Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no waiver of any such right, power or

privilege or any single or partial exercise thereof will preclude any other exercise of such right, power or privilege.

11. TERMINATION OF AGREEMENT.

Either Institution or Curious Cardinals may terminate this Agreement immediately upon written notice to the other party, for any reason. In the event of termination of this Agreement, Institution will be responsible for paying Curious Cardinals for the full amount of any Class that Institution elected to have any Student participate in as of the date of termination of this Agreement, as set forth on Exhibit A.

12. GOVERNING LAW; DISPUTE RESOLUTION.

This Agreement and all issues pertaining to the Arrangement shall be governed by and construed in accordance with the laws of the State of Delaware. All disputes, claims, questions, or differences, arising from or relating to, this Agreement, or an alleged breach thereof, to the Engagement, or Institution's or any Student's interaction with Curious Cardinals, will be decided by Arbitration, to proceed before one Arbitrator of the American Arbitration Association in Wilmington, Delaware, under its Commercial Arbitration Rules and Mediation Procedures, whose decision shall be final and binding and subject to confirmation and entry of judgment in any court of competent jurisdiction. Either Party may apply to the American Arbitration Association to institute the arbitration proceedings. Nothing in this paragraph shall preclude Curious Cardinals from seeking injunctive relief in a Delaware court of competent jurisdiction in the event of a breach or threatened breach of this Agreement as provided for in Section 5 of this Agreement.

13. COUNTERPARTS.

This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing, with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

CURIOUS CARDINALS, Inc.

Making Waves Academy

By: _____

By:

Name: Alec Katz

Name:

Title: COO

Title:

EXHIBIT A – FINANCIAL TERMS OF ENGAGEMENT

In connection with the Engagement, Institution agrees to pay Curious Cardinals as follows:

Price per Student:	\$ 300
Number of Students:	30 total
Total Cost of Engagement:	\$ 9,000
For each additional student:	\$100 (per student)

Additional Terms of Engagement:

Institution agrees to pay Curious Cardinals for the total cost of the Engagement as set forth on Exhibit A within three (3) business days before the first scheduled class session, or, if the Class has already started prior to Institution's execution of this Agreement, within three (3) business days after the date of Institution's execution of this Agreement.

In the event Institution terminates the Agreement prior to the conclusion of the last Class session, Institution shall nonetheless remain responsible for the entirety of the cost of the Engagement. In the event Curious Cardinals terminates the Agreement prior to the conclusion of the last Class session, Curious Cardinals will refund to the Institution a prorated portion of the cost of the Engagement based on the number of Class Sessions already completed.