



## **STUDENT PARTICIPATION AGREEMENT**

THIS PROGRAM PARTICIPATION AGREEMENT (“Agreement”) is a legal agreement between Modern Guild, Inc., a Delaware incorporated company (the “Company”) and you (the “Student”), or if you are less than 18 years of age, your guardian, as identified in your account registration information (the “Guardian”). This Agreement specifies the terms under which Student may apply and participate in the Company’s mentoring program (the “Program”) accessible through the Company’s website located at [www.modernguild.com](http://www.modernguild.com) (the “Site”). Please read this Agreement before clicking “I Agree”, because by clicking “I Agree”, Student or Guardian agrees to be bound by the terms of this Agreement and the terms and conditions of Company’s Privacy Policy, which is hereby incorporated by reference. If you are a Student entering into this Agreement on your own behalf, you warrant and represent that you are at least 18 years old.

The parties agree as follows:

1. **Application.** Student hereby agrees to participate in and complete all prerequisites of the application for the Program, including all written and video components. The student acknowledges that the Company may share all information collected throughout the engagement to participate in the accelerator, even if Student is not accepted into the Program, including but not limited to ethnicity, race, gender, graduation year, schools attended, and employment preferences, with partner companies for more transparent recruitment, screening and interviewing, including possible sponsorship by the Company or company partners to participate in the Program. Candidate selection into the Program in many cases will be at the discretion of the Company’s corporate sponsors.

2. **Program.**

a. Student hereby agrees to participate in and complete all prerequisites of and course work assigned in the Program. Prior to beginning the Program, Student shall complete all surveys provided by the Company, a competency assessment provided by the Company, if requested, the profile set-up through the Site, and all orientation and other training required by the Company (either in-person or through the Site) (collectively, “Student Training”). Immediately before or after termination of this Agreement, as reasonably determined by the Company, Student shall participate in a brief discussion to assist in evaluating and developing the Program and the Site. The terms of this Agreement shall apply to such.

b. Company owns and shall own all right, title, and interest in and to the Program, including, without limitation, all curriculum, data, Student Training materials, and derivative works thereto, together with all copyrights and other intellectual property rights relating thereto (collectively, the “Company Intellectual Property”). Company hereby grants to Student during the term of this Agreement a royalty free, non-exclusive, non-transferable, non-sublicensable license, to use the Program for Student’s personal use as expressly permitted herein. Student will not use the Program except as permitted under this Agreement. Student may not sell, transfer, assign, license, sublicense, or modify the Program or reproduce, display, make derivative version of, distribute, or otherwise use the Program in any way for any public or commercial purpose.

2. **Career Coaches and Mentors.** Based on Student’s participation in the Student Training, the Company will match the Student up with a Company employee who will serve as Student’s career coach (a “Career Coach”) and provide assistance and guidance to the Student in connection with the Student’s career development. Student may also attend various webinars hosted by industry mentors (“Mentor”) or select a Mentor from the Company’s database of industry professionals and match themselves up with such Mentor for guidance with Student’s career development. In addition to conducting industry roundtables and webinars, Mentors may also arrange for 1-on-1 ad-hoc calls and or practice interview calls with students in the program. Mentors are not employed by Company and

Company shall have no responsibility for Mentors acts or omissions.

3. **Guardian.** If Student is less than eighteen (18) years of age, then Guardian shall and by executing this Agreement hereby does consent to Student's participation in the Program and does agree to be bound by the terms of this Agreement to the same extent as Student. Guardian hereby represents and warrants to the Company that Guardian is a parent or legal guardian of Student, and has the capacity to enter into this Agreement as such. Until such time as Student reaches eighteen (18) years of age, the Company, if requested, shall provide to Guardian access to student progress reports and logbook of Program assignments and course work. If Student is over eighteen (18) years of age, the Company, if requested, shall provide to Student's parents access to student progress reports and logbook of Program assignments and course work. The Program only provides a venue that allows Student to interact with Mentor. If Student is less than eighteen (18) years of age, Guardian shall be responsible for monitoring the interactions between Student and Mentor.

4. **Recordation.** Student acknowledges that all Program sessions, including actual and mock interviews and other counseling with Mentors, may be recorded by the Company for quality control and educational purposes including but not limited to developing and operating the Program. Student hereby licenses to the Company a royalty-free, perpetual, unlimited license to use Student's name, image and likeness for the purposes of populating Student's section of the Site and developing and operating the Program. Student understands that that all recorded information, including from the application, may be shared with third parties when necessary to screen and sponsor applicants.

5. **Student's Conduct.** Student will be solely and fully liable for all conduct, services, advice, postings, and transmissions that are made in Student's communications through the Site or under Student's username and password. Student represents, warrants, and declares that while Student is participating in the Program, Student will act in accordance with the following rules:

- a. Student will not make arrangements outside of the Site to have any contact with Mentors.
- b. Student will safeguard and keep confidential Student's username and password used to access the Site, and not share such with any third party except Guardian.
- c. Student will not upload, post, e-mail, transmit or otherwise make available through the Site any information or material that infringes upon, misappropriates or violates a third party right.
- d. Student will not disclose any personally identifiable information of Mentor.
- e. Student will not stalk, threaten, or harass any Mentor or other students or Site users or infringe upon or attempt to infringe upon their privacy.

6. **Feedback.** Student agrees that any and all Program feedback and/or testimonials provided by Student to the Company, through the Site or otherwise, during or after the Program shall be and is the property of the Company, and Student acknowledges that the Company may use such information in marketing materials or other business activities of the Company in the Company's sole discretion; provided, however, that the Company agrees that it will use such feedback in marketing materials only on a de-identified basis, unless specific consent is provided by the Student.

7. **Interviews.** Student understands that interview selection and hiring process is at the sole discretion of the Company's corporate sponsors and will not hold the Company responsible for any adverse decision.

**8. Confidentiality.** Student agrees that all materials, assignments, information, and know-how, whether tangible or intangible, and whether or not in writing, provided by the Company or any Mentor or otherwise acquired by Student as a consequence of or during Student's participation in the Program, including without limitation, Mentor's names and contact information (collectively, the "Confidential Information") is and shall be, as between the parties, the exclusive property of the Company. Student shall not disclose any Confidential Information to others outside the Company (other than as required by law pursuant to the reasonable advice of legal counsel, provided that Student promptly notifies the Company of such requirement so that it may have every reasonable opportunity to contest such disclosure) or use the same or allow the use of the same by any other person or entity, for any purposes other than as expressly approved by the Company, either during the term of or after the termination of the Program.

**9. Privacy.** Student agrees that Company may share Student's account registration information and all other data collected throughout the student's engagement with the Company with application reviewers, Student's Coaches, corporate partners and the Student's school. As set forth in Company's Privacy Policy ([www.modernguild.com/privacy\\_policy](http://www.modernguild.com/privacy_policy)), the Site and the Company is operated in the United States. By clicking "I Agree", Student or Guardian consents to the transfer to United States of any information Student or Guardian provides to Company and Company shall use information in accordance with Company's Privacy Policy.

- a. It is the Student's responsibility to ensure that any personal information submitted to the Program application is accurate, complete, and up-to-date. The submission of any inaccurate, false, or incomplete information may make you ineligible for the Program or for any employment that the Student may be offered.
- b. Unless otherwise stated at the time of collection, the personal information requested and the way in which it is used will be in accordance with this document and with the laws of the country in which the position is located, and not necessarily in the country in which the Student is a resident.
- c. The Student's personal information will be used to manage their application for the program and employment, to contact the Student during their candidacy, to send the Student announcements, and to request additional information as required.
- d. Where permitted by law, the Student's personal information may also be used for general statistical analysis and reporting purposes, including visitor activity and demographic reports.
- e. To the extent any information of a sensitive nature is submitted with the Student's application (e.g., data relating to gender, race or ethnic origin, political opinions, religious beliefs, trade union membership, criminal record, physical or mental health or sexual orientation), the Student agrees that such information may be used in accordance with applicable law and this document.
- f. The Student is strictly prohibited from uploading content to the application that is unlawful or that is considered regulated data (including, without limitation, data covered by the laws, statutes, and regulations specified above) that would require additional specific security measures to be implemented.
- g. Except as disclosed in this document, or as otherwise disclosed at the point of collection, the Student's personal information will only be made available to individuals (i) within the Company, and (ii) the company sponsors.

- h. Your personal information may be shared with service providers (including in some cases other third-party entities) who process data on behalf of the Company or provide other services for the conduct of any Company business, such as companies providing the application management system and employment verification services as well as schools providing support in outreach efforts.
- i. The Student's personal information will be retained for the period necessary to complete the application review process or for any longer period as required by law, to meet regulatory obligations, or as may be necessary to facilitate any ongoing relationship. Where permitted by law, the Student's personal information may also be retained to consider them for other positions for which you they may be qualified.

**10. Term and Termination.** This Agreement shall commence on the date Student or Guardian accepts this Agreement and will continue for the period of time specified in the subscription package the Student selects upon registration ("Initial Period"). Upon expiration of the Initial Period, Student will have access to the Site for a period of one (1) year, after which Student's access to the Site will immediately terminate. Company may terminate this Agreement in the event Student breaches this Agreement. Student may terminate this Agreement in its sole discretion at any time upon at least seven (7) business days written notice to Company. The provisions of Sections 4, 6, 7, 11 - 16, and this Section 8 shall survive expiration or the earlier termination of this Agreement.

**11. Fees.** Student shall pay the fees associated with the Program ("Fees") as set forth in the subscription package. All Fees shall be non-refundable and due in advance upon registration. Fees may be paid by credit card or debit card. Student and/or Guardian represent and warrant that Student and/or Guardian is an authorized user of such credit card or debit card. All payments will be made in U.S. dollars.

**12. Discontinuation of Service.** The Company reserves the right in its sole discretion and from time to time, to modify or discontinue, temporarily or permanently, the Program or the Site, with or without notice to Student. Student agrees that the Company shall not be liable to Student or any third party for any modification to or interruption of Program or the Site or otherwise, or for any losses or damages that may result to Student from such modification or interruption.

**13. No Liability.** In no event shall the Company be liable to the Student, Guardian or any third party for any indirect, incidental, special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement, including but not limited to the Company sponsors' interview selection and hiring process. In no event will the Company's liability for damages or alleged damages under this Agreement, whether in contract, tort or any other legal theory, exceed the total fees paid by Student or Guardian to Company in the six (6) months immediately preceding such claim.

**14. NO WARRANTY.** NONE OF COMPANY, ITS AFFILIATES, OR ITS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS, AND ASSIGNS (COLLECTIVELY, THE "COMPANY PARTIES") ENDORSE ANY MENTOR OR ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED BY THE MENTOR IN CONNECTION WITH THE PROGRAM. NONE OF THE COMPANY PARTIES IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY COMMUNICATION OR INTERACTION BETWEEN STUDENT AND MENTOR.

STUDENT ACKNOWLEDGES AND AGREES THAT THE PROGRAM AND THE SITE ARE PROVIDED "AS IS", AND THEREFORE STUDENT WILL NOT HAVE ANY CLAIM OR DEMAND AGAINST THE COMPANY PARTIES WITH RESPECT TO ANY MENTOR, OR IN RESPECT OF THE PROGRAM OR THE SITE. THE USE OF THE SITE AND PARTICIPATION IN THE PROGRAM ARE AT STUDENT'S SOLE RISK. TO THE FULLEST EXTENT OF THE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES FOR INFORMATION POSTED OR TRANSMITTED BY, AND ACTS OR OMISSION OF, THE MENTORS.

NONE OF THE COMPANY PARTIES WARRANT THAT THE SITE OR , THE PROGRAM, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE OR THE PROGRAM.

15. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon the earlier of (i) the date it is delivered personally, or electronically to the e-mail address designated by recipient below such party's signature, with confirmation of receipt; or (ii) four (4) days after the date it is deposited with the U.S. mail, FedEx, UPS, or another generally accepted professional mail service, postage prepaid, certified with return receipt requested, addressed to the other party at the address shown below such party's signature. Either party may change its designated address by written notice given in accordance with this section.

16. **Amendment.** Notwithstanding the foregoing, the Company may change this Agreement without prior notice by posting modifications on the Site. Unless otherwise specified by Company, all modifications shall be effective upon posting. Therefore, Student is encouraged to check the terms of this Agreement frequently. By participating in the Program or using the Site after the changes are posted, such changes shall become effective with respect to Student and Student agrees to be bound by such changes to the Agreement

17. **Publicity.** Student will not use the Company's trademark, name or logo in any publicity release, advertising or other promotional activity without the prior written consent of the Company.

18. **Miscellaneous.** All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. The parties hereto do not intend to confer any third party beneficiary rights upon any other third party. The obligations of Student hereunder are personal and neither the rights nor obligations of Student under this Agreement may be assigned or transferred, in whole or in part, by Student in any manner whatsoever, without the prior written consent of the Company. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of New York, without reference to principles of conflicts of law. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof. The rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.