

FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (this “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between The Robotics Catalyst Foundation Inc., a Connecticut nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, EIN 39-2225353, with its principal office at 214 Sturges Ridge Road, Wilton, CT 06897 (the “Foundation”), and the robotics team identified in Exhibit A (the “Team”).

RECITALS

- A. The Foundation is organized and operated exclusively for charitable and educational purposes, including the advancement of science, technology, engineering, and mathematics education among young people.
- B. The Team is a youth robotics team that competes in the FIRST Tech Challenge or a comparable youth robotics program. The Team is not separately incorporated and does not hold its own federal tax exemption.
- C. The Team wishes to operate as a sponsored program of the Foundation so that it may receive tax-deductible contributions and administer program funds, and the Foundation has determined that supporting the Team advances the Foundation’s own charitable and educational purposes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. DEFINITIONS

- 1.1 “Program”** means the robotics activities of the Team described in Exhibit A, conducted as a sponsored program of the Foundation under this Agreement.
- 1.2 “Program Funds”** means all money received by the Foundation and designated for the Program, including donations, grants, sponsorships, fundraising proceeds, and any interest or other earnings on those amounts.
- 1.3 “Program Property”** means all tangible property purchased with Program Funds, and all tangible property contributed to or for the benefit of the Program.
- 1.4 “Team Representatives”** means the individuals authorized to request expenditures, hold payment cards, or otherwise act with respect to the Program, as configured from time to time in the Platform.
- 1.5 “Team Leader”** means the individual designated by the Team as its principal representative for purposes of this Agreement, who signs this Agreement or a joinder to it on the Team’s behalf, serves as the Team’s primary point of contact with the Foundation, and is responsible for compliance oversight of the Program under Section 16. The Team Leader is a Team Representative.

1.6 “Platform” means Robolyst, the software platform operated by the Foundation at robolyst.org through which the Program’s funds, budgets, expenses, receipts, and payment cards are administered.

2. SPONSORSHIP AND RELATIONSHIP OF THE PARTIES

2.1 Acceptance. The Foundation accepts the Program as a sponsored program of the Foundation, effective as of the Effective Date, subject to the terms of this Agreement.

2.2 Nature of the relationship. The Program is a program of the Foundation and not an independent entity. This Agreement does not create a partnership, joint venture, franchise, or employment relationship between the Foundation and the Team, the Team Representatives, or any parent or guardian. No Team Representative is an employee, officer, or director of the Foundation, and no person may hold themselves out as such.

2.3 Limited volunteer capacity. Team Representatives act as uncompensated volunteers of the Foundation, solely for the limited purpose of requesting and making expenditures of Program Funds under Sections 7 and 8 and maintaining Program records under Section 9. They have no authority to act for the Foundation for any other purpose.

2.4 No authority to bind. Except as expressly authorized in writing by the Foundation, no Team Representative may enter into contracts, incur debt, open financial accounts, make representations, or otherwise create obligations in the name of or on behalf of the Foundation.

2.5 Team autonomy. Subject to this Agreement, the Team directs its own robotics activities, including its build decisions, competition strategy, meeting schedule, and membership, and the Foundation does not ordinarily involve itself in those decisions. The Foundation retains ultimate control over Program Funds and Program Property, and the degree of oversight of the Program, required of it as an organization described in Section 501(c)(3).

2.6 Independence of the Team’s other affiliations. If the Team is affiliated with a school, district, club, or other organization, this Agreement does not alter that affiliation, and the Team remains responsible for complying with the rules of that organization, including any rules regarding outside fundraising or the handling of student activity funds.

2.7 Foundation responsibilities. For so long as this Agreement remains in effect, the Foundation shall:

- (a) receive contributions and grants designated for the Program, and issue to donors the acknowledgments and disclosures described in Sections 5.5 and 5.6;
- (b) hold Program Funds in the Foundation’s accounts, account for them separately as provided in Section 4.4, and apply them only as permitted by this Agreement;
- (c) review expenditure requests submitted through the Platform promptly and in the ordinary course, and, where a request is approved, cause payment to be made without unreasonable delay;
- (d) where the Foundation declines, reverses, or conditions an expenditure under Section 7.2, give the Team the reason for that decision;
- (e) provide the Team Representatives with continuing access through the Platform to the Program’s current balance and to a record of contributions received and expenditures made for the Program;

(f) make available to the Team through the Platform, for any period the Team selects, an exportable summary of Program income and expenditures in a form the Team may provide to its school, district, or competition organization; and

(g) maintain its own corporate existence, tax-exempt status under Section 501(c)(3), and any charitable solicitation registration required of it in connection with the Program.

3. CHARITABLE PURPOSE AND USE OF FUNDS

3.1 Charitable purpose. Program Funds shall be used exclusively to further the charitable and educational purposes of the Foundation, and specifically to support the Team's participation in youth robotics, including robot parts and materials, tools, software, team registration and event fees, travel to competitions, safety equipment, outreach and community programming, and reasonable administrative costs of the Program.

3.2 Prohibited uses. Program Funds shall not be used, directly or indirectly:

- (a) for the private benefit of any individual, including any Team Representative, parent, guardian, mentor, or their family members, except as reasonable payment for goods or services actually provided to the Program at fair market value;
- (b) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office;
- (c) to carry on propaganda or otherwise attempt to influence legislation, except to an insubstantial degree permitted to organizations described in Section 501(c)(3);
- (d) for any purpose that is unlawful, that would jeopardize the Foundation's tax-exempt status, or that would result in a taxable expenditure under the Internal Revenue Code;
- (e) for alcohol, tobacco, cannabis, controlled substances, firearms, gambling, or any personal expense unrelated to the Program; or
- (f) for any purpose prohibited by the Foundation's written spending policies as posted on or communicated through the Platform from time to time.

3.3 No individual fundraising accounts. Program Funds shall be used for the benefit of the Program as a whole. Neither the Foundation nor the Team shall credit contributions or fundraising proceeds to the account of, or otherwise allocate them to the benefit of, any individual Team member or family on the basis of that person's fundraising or sales activity. Participation in the Program, and any benefit provided through it, shall not be conditioned on a member's or family's fundraising results or on the payment of any amount that operates as a required contribution.

3.4 Nondiscrimination. The Team shall not discriminate in membership, participation, or the selection of leadership on the basis of race, color, national origin, ancestry, sex, gender identity or expression, sexual orientation, disability, religion, or any other characteristic protected by applicable law.

3.5 Compliance with program rules. The Team shall conduct the Program in compliance with all applicable laws, with the rules and codes of conduct of FIRST or any other competition organization in which it participates, and with any applicable school or district policies.

4. TITLE TO AND CONTROL OVER FUNDS

4.1 Foundation ownership. All Program Funds are the property of the Foundation from the moment of receipt. The Team has no ownership interest in Program Funds and no right to receive any portion of them except through expenditures approved under this Agreement.

4.2 Variance power. Notwithstanding any donor designation in favor of the Team, the Foundation retains complete discretion and control over Program Funds, including the right to redirect them to another program or purpose consistent with the Foundation's charitable purposes if the Foundation determines that continued use for the Program is impracticable, inconsistent with this Agreement, or inconsistent with the Foundation's exempt purposes. This provision is intended to satisfy the requirements for donors to receive a charitable contribution deduction and shall be interpreted accordingly.

4.3 Accounting treatment. It is the intent of the parties that this Agreement be interpreted to provide the Foundation with variance power sufficient to enable the Foundation to treat the Program Funds as the Foundation's own assets in accordance with Accounting Standards Codification paragraphs ASC 958-605-25-25 and ASC 958-605-25-26. Accordingly, all money and the fair market value of all property credited to the Program shall be reported as income of the Foundation, both for tax purposes and for purposes of the Foundation's financial statements.

4.4 Accounting records. The Foundation shall maintain the Program Funds in its own accounts and shall account for them separately in its books and on the Platform so that the balance attributable to the Program is determinable at any time. The Foundation is not required to maintain a segregated bank account for the Program.

4.5 No obligation to advance funds. The Foundation is under no obligation to expend, advance, or commit funds for the Program in excess of the Program's available balance, and the Team shall not incur obligations that exceed that balance.

5. CONTRIBUTIONS AND FUNDRAISING

5.1 Solicitation. The Team may solicit contributions and sponsorships for the Program, and shall make clear in all solicitations that contributions are made to The Robotics Catalyst Foundation, a 501(c)(3) nonprofit, designated for the support of the Program, and that the Foundation retains discretion and control over the funds as set forth in Section 4.2.

5.2 Solicitation compliance. The Team shall solicit contributions only in jurisdictions the Foundation has cleared in writing, and shall notify the Foundation in advance of any solicitation directed to residents of a state other than the Team's own. The Team shall not conduct any raffle, lottery, bingo, or other game of chance, and shall not conduct any sale of goods or services, in the Foundation's name or for the benefit of the Program without the Foundation's prior written approval.

5.3 Accuracy of representations. The Team shall not make any representation regarding the deductibility of a contribution, the Foundation's tax status, or the use of Program Funds that is false, misleading, or inconsistent with this Agreement.

5.4 Receipt of contributions. All contributions intended for the Program must be made payable to and delivered to the Foundation, including through the Program's donation page on the Platform. The Team shall not establish or operate any crowdfunding page, peer-to-peer fundraising page, or online or mobile payment account that solicits or receives funds for the Program without the Foundation's prior written approval. The Team shall promptly forward to the Foundation any contribution it receives directly. Contributions of cash collected at

fundraising events shall be delivered to the Foundation with a written accounting of the amount and source.

5.5 Acknowledgment and quid pro quo disclosure. The Foundation is solely responsible for issuing contemporaneous written acknowledgments to donors as required by the Internal Revenue Code, and for making any disclosure required by Section 6115 of the Internal Revenue Code where a donor receives goods or services in exchange for a payment. The Team shall not issue tax receipts or acknowledgments on its own behalf, and shall notify the Foundation in advance of any fundraising event or sale at which donors will receive goods or services in exchange for a payment, providing the information the Foundation needs to determine the value of those goods or services.

5.6 Non-cash contributions. The Team shall promptly report to the Foundation any contribution of property to or for the benefit of the Program, including a description of the property and the donor's contact information. The Foundation is solely responsible for acknowledging non-cash contributions, for completing the donee portion of any IRS Form 8283 presented by a donor, and for any filing required of the Foundation on a subsequent disposition of donated property. The Team shall not sign a Form 8283 or provide a donor with a valuation of donated property.

5.7 Restricted gifts and grants. The Foundation may accept or decline any contribution or grant in its sole discretion. The Team is responsible for performing any grant deliverables associated with a grant it solicits, and for providing the Foundation with the information necessary for the Foundation to satisfy the grantor's reporting requirements.

6. ADMINISTRATIVE FEE

6.1 Administrative fee. The Foundation collects an administrative fee on Program Funds at the percentage stated as the "Fee Percentage" in Exhibit B, collected by the Foundation through the Platform.

6.2 Change in fee. The Foundation may change the Fee Percentage upon not less than sixty (60) days' prior written notice to the Team, which notice shall specify the new Fee Percentage and its effective date. Any change shall apply only to contributions received after that effective date. If the Team objects to an increased Fee Percentage, the Team may terminate this Agreement under Section 18.3, and the notice period under that Section shall not apply, and may request transfer of the Program balance as provided in Section 18.4.

6.3 Third-party costs. Payment processing fees, card network fees, wire and check fees, returned payment fees, and similar third-party costs directly attributable to the Program may be charged against the Program balance at cost.

7. EXPENDITURES AND APPROVALS

7.1 Requests. Expenditures from Program Funds are initiated by a Team Representative through the Platform and are subject to approval in accordance with the approval thresholds configured in the Platform and to the Foundation's review. The fact that the Platform's configuration permitted an expenditure is not a defense to a claim that the expenditure was unauthorized.

7.2 Foundation discretion. The Foundation may decline, reverse, or place conditions on any expenditure that it determines, in its reasonable judgment, is inconsistent with this Agreement, with the Foundation's exempt purposes, or with applicable law, or that lacks

adequate documentation. The Foundation shall not be liable to the Team for any consequence of such a decision.

7.3 Reimbursements. The Foundation may reimburse an individual for a Program expense paid out of pocket only upon submission of an itemized receipt and, if the individual is a minor, upon confirmation by (i) the individual's parent or legal guardian or (ii) where the Team Leader is an adult, the Team Leader. Reimbursement is not available for expenses that would not have been approved if requested in advance.

7.4 No personal use. Under no circumstances may Program Funds be advanced to any individual for personal use, lent to any individual, or used to pay any personal obligation.

8. PAYMENT CARDS

8.1 Issuance. The Foundation may make payment cards available to designated Team Representatives for Program expenditures, in each case only where the issuing financial institution permits the issuance of a card to that person. Cards remain the property of the Foundation and of the issuing financial institution, and may be limited, frozen, or cancelled by the Foundation at any time and for any reason. Where a card cannot be issued to a Team Representative who is a minor, the Foundation may instead issue a card to the Team Leader (where the Team Leader is an adult) or to the parent or legal guardian of the Team Leader, and the minor may initiate expenditures through the Platform under Section 7.1.

8.2 Cardholder obligations. Each cardholder shall use the card solely for approved Program expenses, shall not permit any other person to use the card, shall safeguard the card and its credentials, shall promptly report any loss, theft, or unauthorized use, and shall submit an itemized receipt for every transaction within the Receipt Deadline stated in Exhibit B.

8.3 Personal charges. Any charge to a card that is not a valid Program expense shall be repaid to the Foundation promptly upon request by the cardholder or, if the cardholder is a minor, by the cardholder's parent or legal guardian in accordance with Section 16.5. Repeated or willful misuse is grounds for immediate termination under Section 18.2.

9. RECORDS, RECEIPTS, AND REPORTING

9.1 Documentation. The Team shall maintain, on the Platform, complete and accurate records of Program income and expenditures, including itemized receipts, invoices, and a description of the Program purpose of each expense.

9.2 Foundation access. The Foundation may inspect, audit, and copy all records relating to the Program at any time, and the Team shall cooperate fully with any audit, review, or inquiry, including an inquiry by the Internal Revenue Service or a state charity regulator.

9.3 Reporting. The Team shall provide the Foundation with any information the Foundation reasonably requests for its own reporting obligations, including information required for IRS Form 990, state charitable registration and reporting, grant reports, and financial statements, within the time the Foundation specifies.

9.4 Consequences of missing documentation. The Foundation may suspend card privileges or withhold approval of further expenditures while required receipts or records are outstanding for longer than the Receipt Deadline stated in Exhibit B.

10. PROGRAM PROPERTY

10.1 Title. Program Property is the property of the Foundation, held for charitable use in the Program. Title rests with the Foundation because Program Property is acquired with charitable funds and must remain dedicated to charitable purposes. It does not reflect any intention by the Foundation to direct, restrict, or interfere with the Team's use of that property, which is governed by Section 10.2.

10.2 The Team's right of use and control. For so long as this Agreement remains in effect, the Team has the exclusive, royalty-free right to possess, use, modify, transport, store, maintain, and repair Program Property, and decides for itself how that property is used in the Program. The Team may also lend Program Property to another youth robotics team, a school, or a comparable educational program for educational use. The Foundation will not take possession of Program Property, or direct how it is used, except on termination under Section 18 or where reasonably necessary to prevent loss, theft, or a use inconsistent with this Agreement or with the Foundation's exempt purposes. The Team shall not, however, sell, give away, encumber, or permanently transfer Program Property without the Foundation's prior written approval, which the Foundation shall not unreasonably withhold where the proposed disposition is consistent with the Foundation's exempt purposes; proceeds of any approved sale become Program Funds. The Team shall notify the Foundation of any material loss, theft, or damage to Program Property.

10.3 Disposition on termination. Program Property does not become the property of the Team, or of any individual, on termination. It is disposed of under Section 18.4, which permits transfer to a Qualified Successor, including the Team's school, school district, or another organization willing to hold the property for the Team's continued use.

11. USE OF NAMES

11.1 Foundation name. The Team may state that it is a sponsored program of The Robotics Catalyst Foundation or Robolyst and may reference the Foundation's name, the Platform name, and EIN in fundraising materials for the Program. Any other use of the Foundation's name, logo, or trademarks requires prior written approval.

11.2 Discontinuation. On termination of this Agreement, the Team shall immediately cease representing that it is sponsored by, affiliated with, or able to receive deductible contributions through the Foundation, and shall remove such statements from its website, social media, and printed materials.

12. INSURANCE

12.1 No coverage provided. The Foundation does not provide general liability, accident, property, automobile, or workers' compensation insurance covering the Team, its members, mentors, parents, activities, events, travel, or property, and nothing in this Agreement should be understood as extending any Foundation insurance to the Program.

12.2 Team responsibility. The Team is responsible for obtaining any insurance and executing any waivers, permission forms, and releases appropriate to its activities, including those required by its school, its competition organization, or the venues it uses.

13. COMPLIANCE WITH FOUNDATION POLICIES AND PLATFORM TERMS

13.1 Policies. The Team shall comply with the Foundation's written policies applicable to sponsored programs, including its spending, receipt, conflict-of-interest, and youth protection

policies, as made available on or through the Platform. The Foundation may amend those policies from time to time, and shall give the Team not less than thirty (30) days' written notice of any material change. If the Team objects to a material change, the Team may terminate this Agreement under Section 18.3, and the notice period under that Section shall not apply.

13.2 Platform terms. Use of the Platform is additionally governed by the Robolyst Terms of Service and Privacy Policy. In the event of a conflict between those terms, or the configuration of the Platform, and this Agreement with respect to Program Funds or Program Property, this Agreement controls.

13.3 Conflicts of interest. Any transaction between the Program and a Team Representative, a parent or guardian of a Team member, or a business in which any of them has a financial interest must be disclosed to the Foundation in advance and approved in writing. The Foundation shall not approve any such transaction unless the Program is receiving goods or services it genuinely requires, at a price no higher than an unrelated party would charge, and the Team has provided reasonable substantiation of that price. This Section is in addition to, and does not limit, the Foundation's conflict of interest policy and the requirements of Section 4958 of the Internal Revenue Code.

14. CONFIDENTIALITY AND DATA

14.1 Donor information. Donor names, contact information, and giving history provided to the Team through the Platform are the confidential information of the Foundation and may be used only to acknowledge, steward, and solicit support for the Program. They may not be sold, rented, or shared with third parties.

14.2 Minors' information. The Team shall not publish or disclose personally identifying information about a Team member who is a minor without the consent of that member's parent or legal guardian.

15. REPRESENTATIONS AND WARRANTIES OF THE TEAM

15.1 Representations and warranties. The Team, and each of the individuals signing below on the Team's behalf, represent and warrant that:

- (a) the information provided in Exhibit A and in the Program's application is true and complete;
- (b) the Team is a bona fide youth robotics team engaged in educational activity;
- (c) the signing Team Leader has the authority of the Team to enter into this Agreement;
- (d) the Team will promptly notify the Foundation of any material change in its leadership, affiliation, or activities; and
- (e) neither the Team nor any Team Representative or other person or entity that the Team knows or reasonably should know will receive Program Funds is a person or entity with whom the Foundation is prohibited from dealing under any law, regulation, executive order, or list administered by the Office of Foreign Assets Control of the United States Department of the Treasury, including the Specially Designated Nationals and Blocked Persons List, or under Executive Order 13224, the USA PATRIOT Act, or any successor authority.

15.2 Anti-terrorism and sanctions covenant. The Team shall not use or permit the use of Program Funds, directly or indirectly, to provide money, goods, services, or other material support or resources to any person or entity described in Section 15.1(f), or in support of terrorism, money laundering, or any other activity prohibited by the authorities referenced in that subsection. The Team shall notify the Foundation immediately if it becomes aware that any representation in this Section has ceased to be true, and shall cooperate with any diligence the Foundation reasonably conducts to satisfy itself of compliance with this Section.

16. TEAM LEADER; PARENT OR LEGAL GUARDIAN

16.1 Adult Team Leader. If the Team Leader signing this Agreement is eighteen years of age or older, the Team Leader is individually responsible for compliance oversight of the Program and for serving as the primary point of contact with the Foundation. Sections 16.3 through 16.5 apply only where the Team Leader is a minor; they do not apply to an adult Team Leader unless an additional co-signer voluntarily signs below.

16.2 Minor Team Leader — Applicability. If the Team Leader is under the age of eighteen at the time of signing, Sections 16.3 through 16.5 apply and a parent or legal guardian co-signature is required.

16.3 Consent. The parent or legal guardian signing below consents to the student's participation in the Program and to the student's role in administering Program Funds, including, if applicable, the issuance of a payment card to the student under Section 8.1.

16.4 Joint obligation. The parent or legal guardian signs this Agreement individually and as co-obligor with the student, and agrees to be bound by its terms as they apply to the student. The financial obligations of the parent or legal guardian under this Agreement are limited to the obligations to repay funds under Sections 8.3 and 16.5 and to indemnify under Section 17.2, and do not extend to the Program's ordinary operating obligations or to any other obligation of the Team.

16.5 Repayment. The parent or legal guardian agrees to be responsible for repayment to the Foundation of any Program Funds spent by their student in violation of this Agreement, to the extent those funds are not otherwise recovered.

16.6 Change of Team Leader. This Section 16.6 applies whether the Team Leader is an adult or a minor. When the signing Team Leader graduates, resigns, or otherwise ceases to lead the Team, the Team shall promptly designate a successor and cause the successor, and if the successor is a minor the successor's parent or legal guardian, to execute a joinder to this Agreement in the form the Foundation provides. Until a joinder is executed, the Foundation may suspend expenditures from the Program balance.

17. INDEMNIFICATION AND LIMITATION OF LIABILITY

17.1 Indemnification by the Team. The Team shall indemnify, defend, and hold harmless the Foundation and its directors, officers, employees, agents, and volunteers from and against any claims, losses, liabilities, penalties, taxes, damages, and expenses, including reasonable attorneys' fees, arising out of (a) a breach of this Agreement by the Team, (b) the misuse or unauthorized expenditure of Program Funds or Program Property, (c) any representation made about the Foundation or about the deductibility of a contribution that was not authorized by this Agreement, or (d) any act or omission of the Team or its members,

mentors, parents, or volunteers in the conduct of Team activities. This obligation does not extend to any loss to the extent caused by the negligence or willful misconduct of the Foundation. The Foundation may satisfy any amount owed to it under this Section by deducting that amount from the Program balance on written notice to the Team, in addition to any other remedy available to it. If the Team is an unincorporated association, this Section binds the Team to the fullest extent permitted by applicable law, and the individual obligations in Section 17.2 apply whether or not the Team has the capacity to be bound.

17.2 Indemnification by individual signatories. Each of the Team Leader and, if the Team Leader is a minor, the parent or legal guardian signing below, agrees individually to indemnify the Foundation on the terms of Section 17.1, but solely with respect to (a) that individual's own negligence, fraud, or willful misconduct in the conduct of Program activities, and (b) the misuse or unauthorized expenditure of Program Funds or Program Property by that individual or, in the case of the parent or legal guardian, by their student. The obligations of individual signatories under this Section are several and not joint. Nothing in this Section limits the Team's own obligation under Section 17.1.

17.3 Limitation of Foundation liability. The Foundation's total liability to the Team arising out of this Agreement shall not exceed the balance of Program Funds held by the Foundation for the Program at the time the claim arises. The Foundation shall not be liable for indirect, incidental, consequential, or punitive damages, including lost fundraising opportunities, missed competition deadlines, or reputational harm.

17.4 No guarantee. The Foundation makes no representation that any particular level of contributions will be received, that any grant application will succeed, or that any expenditure will be approved.

17.5 Survival. This Section survives termination of this Agreement.

18. TERM AND TERMINATION

18.1 Term. This Agreement begins on the Effective Date and continues until terminated as provided in this Section.

18.2 Termination by the Foundation. The Foundation may terminate this Agreement immediately upon written notice if the Team materially breaches this Agreement, misuses Program Funds or Program Property, engages in conduct that jeopardizes the Foundation's tax-exempt status or reputation, or ceases to operate. The Foundation may otherwise terminate this Agreement for convenience upon sixty (60) days' written notice.

18.3 Termination by the Team. The Team may terminate this Agreement upon thirty (30) days' written notice to the Foundation.

18.4 Effect of termination. On termination, the Foundation shall, after deducting any unpaid fees, third-party costs, and amounts owed to it under this Agreement:

- (a) transfer the remaining Program balance and Program Property to a Qualified Successor that is willing and able to serve as the Team's fiscal sponsor or successor and that will hold and use the funds and property for purposes consistent with the original donors' intent, if the Team identifies such an organization within ninety (90) days and the Foundation approves it; or

(b) if no Qualified Successor is identified and approved within that period, apply the remaining balance and property to the Foundation's own charitable and educational purposes consistent with donor intent, in the Foundation's sole discretion.

For purposes of this Section, "Qualified Successor" means (i) an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that is not classified as a private foundation under Section 509(a), or (ii) a State, a possession of the United States, a political subdivision of either, the United States, or the District of Columbia, or an agency or instrumentality of any of the foregoing, described in Section 170(c)(1) of the Internal Revenue Code, including a public school district, public school, or public college or university, in each case where the funds and property will be held or used exclusively for public or charitable purposes. The Foundation will cooperate reasonably with the Team to identify a Qualified Successor, including the Team's school or school district, that will allow the Team to continue using Program Property. In no event shall Program Funds or Program Property be transferred to the Team, to any individual, or to any entity that is not a Qualified Successor.

18.5 Survival. Sections 4, 6.3, 9.2, 9.3, 10, 11.2, 14, 15, 16.4, 16.5, 17, 18.4, and 19 survive termination.

19. GENERAL PROVISIONS

19.1 Notices. Notices under this Agreement shall be in writing and delivered by email, or through the Platform's messaging and notification system, and are deemed delivered on the next business day after sending unless the sender receives a bounce or other delivery failure notification. Notices to the Foundation shall be sent to contact@robotics-catalyst.org, or to The Robotics Catalyst Foundation Inc., 214 Sturges Ridge Road, Wilton, CT 06897. Notices to the Team shall be sent to the email address stated in Exhibit A. Each party shall keep its contact information current.

19.2 Amendment. This Agreement may be amended only by a writing signed by the Foundation and by the Team's authorized signatories, except that the Foundation may amend its policies referenced in Section 13.1 as provided there.

19.3 Assignment. Neither party may assign this Agreement without the other's written consent.

19.4 Governing law. This Agreement is governed by the laws of the State of Connecticut, without regard to its conflict-of-laws rules.

19.5 Dispute resolution. The parties shall attempt in good faith to resolve any dispute through direct discussion, and thereafter through non-binding mediation, before commencing litigation. Any litigation shall be brought in the state or federal courts located in Connecticut, and the parties consent to that jurisdiction and venue.

19.6 No third-party beneficiaries. This Agreement is for the sole benefit of the parties and their permitted successors and assigns. Nothing in this Agreement confers any right or remedy on any other person, including any Team member, parent, guardian, mentor, or volunteer who is not a signatory.

19.7 Force majeure. Neither party is liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disaster, epidemic, act of

war or terrorism, labor disruption, utility or network failure, or action of a governmental authority. This Section does not excuse any obligation to pay or account for Program Funds.

19.8 Severability. If any provision is held unenforceable, the remainder of this Agreement remains in effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable.

19.9 No waiver. A party's failure to enforce a provision is not a waiver of that provision or of any other provision.

19.10 Entire agreement. This Agreement, together with its Exhibits and the policies referenced in Section 13.1, is the entire agreement between the parties regarding fiscal sponsorship of the Program and supersedes all prior discussions and understandings.

19.11 Counterparts and electronic signature. This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one agreement.

SIGNATURES

THE ROBOTICS CATALYST FOUNDATION

Signature: _____

Name: _____

Title: _____

Date: _____

TEAM — TEAM LEADER

By signing, I confirm that I am authorized by my team to enter into this Agreement and that I have read and understood it.

Signature: _____

Printed name: _____

Date of birth: _____

Phone: _____

Email: _____

Date: _____

PARENT OR LEGAL GUARDIAN

(Required if Team Leader is under the age of eighteen; optional for adult Team Leaders.)

By signing, I confirm that I am the parent or legal guardian of the Team Leader named above, that I consent to their participation as described in Section 16, and that I agree to be bound by this Agreement as a co-obligor to the extent set out in Sections 16 and 17.2.

Signature: _____

Printed name: _____

Relationship to student: _____

Date: _____

EXHIBIT A: PROGRAM INFORMATION

Team name: _____

Team number and program (for example, FIRST Tech Challenge #): _____

City, state, and country: _____

School or affiliated organization, if any: _____

Mailing address: _____

Description of the Program's activities:

Robolyst team identifier: _____

EXHIBIT B: ADMINISTRATIVE TERMS

Fee Percentage

The administrative fee collected by the Foundation through the Platform is: _____%.

Receipt Deadline

The period within which an itemized receipt must be submitted for a card transaction under Section 8.2, and after which the Foundation may act under Section 9.4, is: _____ days after the date of the transaction.