

Volunteer Agreement

(“Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”)

This Agreement shall serve to outline the terms between the undersigned Volunteer (“you”, “Your”, “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”) and NextWave Future Leaders Charitable Trust. (hereinafter "NextWave") pertaining to your participation as in any NextWave Future Leaders events going forward until terminated. You agree to abide by all of the terms herein and to carry out the duties assigned to you by NextWave Future Leaders prior to, during to during and after any NextWave Future Leaders event in a professional manner. In your capacity as, “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” & you agree to the following:

1. **Agreement period:** This agreement shall be in force during any event at which you are a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”. The period of the agreement encompasses pre-event planning, event, and post-event debriefing. The parties agree that the provisions of paragraphs 8-13 of this agreement shall be enforceable beyond the termination date of this agreement.
2. **Duties:** You shall be responsible for help in managing participant outcomes. This may include, but is not limited to providing appropriate participant support in the virtual environment.
 - a. being present virtually with participants and supporting them in achieving the outcomes of the event
 - b. assisting with the handling of difficult situations during the event, including those that arise with participants
3. **Accommodations and Meals:** Unless otherwise agreed in writing, you will be responsible for your own meals & accommodation.
4. **Transportation:** Unless otherwise agreed you will be responsible for your own transportation costs, including for all transportation to and from venue and to all the events.
5. **Code of Conduct:** In keeping with your commitment to maintain the NextWave Future Leaders standard of excellence, you agree that you will adhere to a specific set of ethics and behaviors. You resolve to:
 - a. Dress in a professional manner. Clothes will be clean and appropriate for the occasion or event. Black trousers or black skirts to the knee & comfortable shoes. Short shorts, cutoffs, tattered or torn clothing will not be acceptable. You will wear a NextWave Future Leaders t-shirt/shirt/hoody at all times during events (or other approved apparel of NextWave Future Leaders).

- b. Be punctual for all events and meetings. You will return phone calls in a timely manner.
 - c. Be completely accountable for your actions and responsible for you consequences, recognizing that you are the only one who is in control of both.
 - d. Set an outstanding example of a person that creates and consistently lives First Class & Fun experience for yourself, and encourages others to do the same.
 - e. Make the event a First Class experience for all participants.
 - f. Treat everyone with respect and compassion. You agree to show respect for cultural diversity and for alternative lifestyles.
 - g. Be of service to all involved. You understand we are here for the participants and for their greater good, and realize the greatest gift you have is that of giving. Leadership is all about expanding and contributing.
 - h. Exercise and be an outstanding example of wellness, sensory acuity and common sense. You will be open to feedback and praise because you know that is how you grow and contribute.
 - i. Recognize that you are a role model and example of the technology we teach, therefore, your physical condition does make a difference; not only with how you impact others, but with your own energy level and quality of life as well.
6. **Moral Conduct:** You agree to maintain a high standard of moral conduct. Conduct constituting improper behavior shall include, but is not limited to:
- a. The use, possession or sale of any illegal drug or the use, possession or sale of a controlled substance without a valid prescription.
 - b. Dishonesty in any form, including theft, falsification of records or checks, or the making of fraudulent statements
 - c. Sexual harassment in any form, including inappropriate verbal or physical contact. Sexual activity with participants or Crew during events is prohibited.
 - d. Violent behavior or threats of violence
 - e. Drunk or disorderly conduct.
7. **Termination:** If you are unable to attend an event that you have committed to by reason of any physical, mental or emotional incapacity, or for any other reason you are unable to completely perform all of the duties assigned to you, NextWave Future Leaders reserves the right to modify this agreement or to terminate the agreement in its entirety. Any such termination will be at the sole discretion of NextWave Future Leaders.

8. **Proprietary Information:** The seminar materials, methods, devices, participant lists, actual attendees, audio/video reproductions, programs, and techniques used by NextWave Future Leaders during all events are the exclusive Proprietary Materials of NextWave Future Leaders and are protected by the copyright laws of the New Zealand Act. You further agree that you shall have no right, claim or interest to NextWave Future Leaders Proprietary Materials. You agree that any unauthorized use of any of NextWave Future Leaders's Proprietary Materials shall result in you being asked to leave the program. During and after any event, you agree not to solicit from or promote to the participant list and/or attendees for any reason and you agree not to use the Proprietary Materials for any reason. You agree not to use the status of NextWave Future Leaders name, for any purpose without the written consent of the founder of NextWave Future Leaders. You agree that the information contained in any participant's form shall remain strictly confidential and shall only be discussed with other NextWave Future Leaders "Trainer", "Teen Trainer", "Teen Leader", "Technical Support", "Crew" or a designated NextWave Future Leaders representative during the event.

Confidential Materials. Over the course of participating as a "Trainer", "Teen Trainer", "Teen Leader", "Technical Support", "Crew", you understand you may be given access to confidential materials with sensitive commercial and personal and proprietary information ("Confidential Information"). You agree that any and all such Confidential Information, including without limitation the participant questionnaire as provide herein, provided to you is to be used during the course of the event only, and shall not be used, copied, distributed, or otherwise disseminated in any manner whatsoever, including, without limitation any distribution online or in Social Media. You further agree that if you do not abide by the terms of this Paragraph, then you shall indemnify NextWave Future Leaders, its officers, directors, founders, employees and agents, and shall be responsible for its attorneys' fees, actual, consequential or punitive damages, and any other legal fees or courts costs, for any such claims (including criminal claims) brought against NextWave Future Leaders directly or indirectly related to any breach of this paragraph.

9. NextWave Future Leaders reserves the right to produce a "highlight" video of some or entire events, which may include your name, likeness or voice. Pursuant to this agreement, you consent to the use of your name, likeness or voice in a highlight video, any promotional video or photographs or for any commercial product that NextWave Future Leaders may develop. **You further expressly agree not to record by audio, video, photography or any other means, any portion of this Events, nor will you publish, post on the internet or otherwise make publicly available any**

recording of any portion of this Event or any Event content or materials. Any such recording or use or distribution or attempted distribution of any recording or any other material or content from the Event may result in NextWave Future Leaders seeking any and all damages and any other remedies available to NextWave Future Leaders to the fullest extent permitted by law.

- 10. Non-NextWave Future Leaders Materials:** You agree that you will only promote NextWave Future Leaders materials at any event, and not promote non- NextWave Future Leaders materials to participants, before, during, or after any event. Customer lists of NextWave Future Leaders are proprietary information and are civilly and criminally protected. At no time are lists to be compiled of customers, nor customers are to be solicited for any private business enterprise of any “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” or Contractor. Violation will result in being removed from the NextWave Future Leaders Event and NextWave Future Leaders reserves the right to take legal action against the offender.
- 11.** You hereby acknowledge that you are not forgoing any employment or other income opportunities in order to participate as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” in an ongoing educational program with NextWave Future Leaders events. You further acknowledge and agree that you are not an employee, independent contractor, or agent of NextWave Future Leaders and/or its respective affiliates and will not make any statement to the contrary. You understand and agree that you are not entitled to and will not receive any direct monetary compensation in connection with your participation at NextWave Future Leaders events, including, without limitation, salary, wages, and/or benefits. You are applying to be a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” solely for your personal satisfaction, benefit, and development and because you believe participating in this way at NextWave Future Leaders events is a powerful and deeply enriching educational experience, in addition to an opportunity to gain free access to the event and to enjoy special access at the event, develop your skills continue your own education, and network with others and participants. Therefore, you do not expect to receive any compensation and expressly waive any claim for compensation, including minimum wage, overtime and/or employment benefits, in connection with your “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” services at NextWave Future Leaders events. You further understand that as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”, You will be provided extensive access to NextWave Future Leaders events and that you will be able to observe the event when not otherwise tasked with a specific role. You acknowledge your receipt of this access

and the ability to observe NextWave Future Leaders Events is a significant benefit that you would otherwise need to purchase a ticket for.

12. If you participate in any NextWave Future Leaders virtual events you understand that as a virtual event it will be experienced over the internet and you are fully responsible for all internet charges and connections which you are required to participate as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”. You further understand that as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” for any virtual event, you will not have any other members of your family or household participating in the event while you are engaged in the event as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew”. NextWave Future Leaders is not responsible for any computer failures, problems or errors, connection speed, interruptions of service or any technical or mechanical malfunctions, or any other malfunctions, whether caused by computer, servers, telephone, cable or satellites, human error, programming, equipment or otherwise related to the attempted entry into and participation during the event. Caution: Any attempt to deliberately damage any website or link affiliated with this seminar, by myself or through your IP address, or otherwise undermine the legitimate operation of this event, including without limitation recording or otherwise copying any portion of the Event, is a violation of criminal and civil laws, and if such attempt should be made, NextWave Future Leaders reserves the right, in its sole discretion, to disqualify and remove any individual from participation in this event it finds to be tampering with the online operation of the event, recording the Event or any portions of the Event or to be acting in violation of these terms or in any unsportsmanlike, immoral, or disruptive manner, as well as seek damages or any other remedy available to it to the fullest extent permitted by law.
13. General Provisions: This letter of agreement shall constitute the full and complete understanding between us and shall supersede any prior agreements, oral or written, regarding your participation as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” with NextWave Future Leaders. This agreement shall be interpreted pursuant to and governed by the laws of New Zealand. You understand and acknowledge that by applying and becoming volunteer “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” whereby any disputes occur will be resolved under mutual agreement or NZ mediation services rather than in court. This includes legal and statutory claims. You agree that all covered claims regardless of when those disputes or claims arose (including before or after the date of the Agreement) will be at your own expense and will be resolved under mutual agreement or NZ mediation services rather than in court.

“Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” Agreement

NextWave Future Leaders (the “Charitable Trust”) and I mutually agree that any dispute or controversy relating in any way to, arising out of, or pertaining to my application for or service as a “Trainer”, “Teen Trainer”, “Teen Leader”, “Technical Support”, “Crew” with the Charitable Trust (including the period between submitting my application and the start date of the event I am applying for, during the event, and thereafter), including its affiliates and its and their owners, employees and executives, except those disputes/controversies specifically excluded below, shall be submitted to final and binding. Except as provided otherwise in this Agreement, I further agree that any such dispute or controversy will be resolved in New Zealand Mediation Services Rules (“Rules”) on a non-collective, non-class and non-representative action basis. **As such, I agree that I will not bring or participate in any class, collective, or representative action against the Charitable Trust in any forum. Therefore, both the Charitable Trust and I are giving up the right to a jury trial, in any forum, of covered claims.**

In resolving any such dispute or controversy, you shall strictly follow and enforce the terms of this Agreement, and the resulting decision and award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. To the extent any of the terms, conditions or requirements of this Agreement conflict with the Rules of New Zealand Mediation Services, the terms, conditions or requirements of this Agreement shall govern. In any action brought under this Agreement, the Charitable Trust shall not bear the cost of the forum fees.

For purposes of this Agreement, excluded claims include: (i) applications by either party for temporary or preliminary injunctive relief in aid of or for the maintenance of the status quo pending; (ii) claims for workers’ compensation benefits, but not retaliation claims arising out of or relating to claims for workers’ compensation benefits, although I continue to acknowledge that I am not engaged as an employee; (iii) claims for unemployment compensation benefits, although I continue to acknowledge that I am not engaged as an employee; and (iv) any claim that is expressly precluded from New Zealand law. Nothing in this Agreement shall prohibit you from filing a charge or complaint or participating in an investigation resulting from the filing of a charge or complaint.

Any disputes concerning the validity or enforceability of the class, collective, and representative action waivers contained in this Agreement shall be governed by and determined under and in accordance with New Zealand law and shall be decided only by a court of competent jurisdiction. To the extent any covered claims are not eligible or otherwise are excluded from for any reason, the class, collective and representative action

waivers set forth in this Agreement remain valid and enforceable as to those claims pursued in court.

The provisions of this Agreement shall be severable and, if any provisions hereof shall be determined to be legally unenforceable or void, such unenforceable or void provision shall not affect the legality, validity or enforceability of the remaining provisions hereof and may be severed from the remaining provisions as appropriate, to the extent permitted by law. In the event the class, collective and representative action waiver set forth above are determined to be invalid, unenforceable or void with respect to any covered claim, that claim and only that claim shall proceed in a court of competent jurisdiction and not in arbitration (and such court shall be the exclusive forum for all such claims), and the waivers set forth in this Agreement shall remain effective and enforceable with respect to all other covered claims. In other words, the parties agree that in no event shall there be a class, collective or representative action involving them.

By signing, you are indicating your acceptance of the terms of this Agreement and that you hereby agree to abide by all of the terms of this Agreement and to exercise your "best efforts" to carry out the duties set forth above and assigned to you as "Trainer", "Teen Trainer", "Teen Leader", "Technical Support", "Crew" by NextWave Future Leaders Charitable Trust.