

## EVENT AGREEMENT

This Event Agreement (“**Agreement**”), is effective as of October 22, 2019 (“**Agreement Effective Date**”), and is between [AngelHack], a 501(c)(3) nonprofit corporation (“**Organizer**”), and Snap Inc., a Delaware corporation (“**Snap**”).

**WHEREAS**, Organizer wishes to use Snap’s offices as the venue for the Hack Club Hack-a-Thon Event scheduled on Saturday, October 26, 2019 from 9:00 AM to 9:00 PM (the “**Event**”) where it expects to host high school students (“**Students**”) in sessions about coding and hacking (Students together with other participants are “**Event Attendees**”);

**WHEREAS**, Snap wishes to allow the use of the space described in Section 1.2 for the Event and otherwise provide certain benefits to Organizer, subject to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the parties enter into this Agreement under the terms and conditions as follows:

### 1. Parties’ Obligations.

1.1 Organizer will be responsible for all aspects of the Event, including without limitation, the following obligations (collectively, “**Organizer Obligations**”):

- Development of the curriculum for the Event, including without limitation booking all relevant speakers, presenters, and Organizer Personnel;
- Handling all outreach/sourcing, application process, vetting, attendance/ticketing, and selection of Students to participate in the Event;
- Set-up and breakdown, both before and after the Event;
- Management of check-in and check-out of all attendees and guests at the Event, and ensuring that the maximum attendees (including Students, Organizer Personnel, and all other participants) does not exceed 150 attendees at any time;
- Oversight and direction of the activities of all Organizer Personnel working at the Event and Event Attendees participating in the Event, and assuring that all necessary safety precautions are in place to prevent injuries to anyone at the Event and to prevent damage to the property. Organizer is liable to Snap for any injury to persons or damage to property, and will indemnify Snap against the same in accordance with Section 5 of this Agreement;
- Running all competitions offered at the Event, and assuming responsibility for all judging and decisions made related to such competitions;
- Taking all necessary steps to assure that the Students attending the Event who are minors have all the necessary waivers or permissions from their parents/guardians to participate in the Event and engage in the activities offered at the Event. Notwithstanding the foregoing, Organizer will also be responsible for obtaining (i) a confidentiality and release agreement from each Student/Event Attendee (if 18 or over) and each Student’s/Event Attendee’s parents/guardians (if under the age of 18) in the form attached hereto as Exhibit A, before any Student/Event Attendee will be allowed to attend or participate in the Event (the “Confidentiality and Release Agreement”) and (ii) a Snap Inc. Visitor Non-Disclosure and Release Agreement (“NDA”) from each Organizer Personnel that attend the Event or otherwise have access to the Snap facilities in the form attached hereto as Exhibit B. Organizer will provide to Snap original executed versions of the Confidentiality and Release Agreement and the NDA by 5:00pm Friday, October 25, 2019 for all Event Attendees and Organizer Personnel that attend the Event or will otherwise have access to the Snap facilities and will not allow access to Event or the Snap premises to any Event Attendees and Organizer Personnel who do not sign such agreements. Organizer is liable to Snap for any breach of this obligation and will indemnify Snap against the same in accordance with Section 5 of this Agreement; and
- Ensuring any audio visual equipment or accessories provided by Snap are not removed from the premises. Organizer is responsible for tracking, collection, and any theft or damage to the audio visual equipment and accessories.

1.2 Snap will provide the following:

- Access to the “Grand Canyon” event space at 606 Venice Blvd, Venice, CA 90291 for use for the Event;
- Use of audiovisual equipment to support the Event;
- Breakfast for 150 attendees at the Event, provided that Snap shall not be responsible for catering to special dietary requests; and
- Up to 50 parking spots at 606 Venice Blvd for Organizers, Organizer Personnel, and attendees during the Event. Snap will have no liability for damage or theft to vehicles and property of the Organizers, Organizer Personnel, and Event Attendees, and Organizer will be solely liable for any such damage or theft.

1.3 **Photography.** Organizer will not share any photographs, video tapes, or recordings (“**Recordings**”) of the (i) name, image, likeness, voice, and actions (collectively, “**Likeness**”) of Snap or any of its employees or volunteers, or (ii) name, logo, or other trademark or proprietary mark of Snap, including for purposes of promotional or marketing materials, without Snap’s prior approval. If Organizer shares any Recordings with Snap’s permission, Organizer will at all times comply with the Snap Brand Guidelines. Snap will not have any responsibility or liability for any Recordings bearing the Likeness of any Event Attendees.

## **2. Confidential Information.**

- 2.1. **Confidential Information.** Neither party will disclose the other party’s Confidential Information, except to Affiliates, employees, agents, or professional advisors who need to know it and have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise the rights and fulfill the obligations in this Agreement and in accordance with the obligations applicable to the recipient’s performance under this Agreement. The recipient may disclose Confidential Information to the extent required by a valid order of a court or other governmental body that has jurisdiction over the recipient. Organizer is liable for any breach of this confidentiality obligation by any Organizer Personnel or Event Attendees.
- 2.2. **Disposal.** After the Event, Organizer will immediately destroy all Snap Confidential Information.
- 2.3. **Non-Disclosure Agreements.** Organizer shall require all Event Attendees and Organizer Personnel, to sign the applicable agreements attached as Exhibit A and B attached hereto and will not allow any Organizer Personnel or Event Attendees to attend the Event or admittance to the Snap facilities if such agreements are not properly executed (including by a parent/guardian in the case of a minor). Organizer is responsible for any breaches of such agreements by the Event Attendees and Organizer Personnel.

## **3. Payment.**

- 3.1. **Fees and Payments.** Snap will not be responsible for making any payments to Organizer, and will only provide the benefits outlined in Section 1.2 at no cost to Organizer. Snap will have no obligation to Organizer for any other fees or expenses unless explicitly agreed to in writing by the parties.
- 3.2. **Taxes.** Each party acknowledges and agrees to pay all taxes applicable to each party’s performance under this Agreement. Snap specifically disclaims any responsibility related to Organizer’s obligations under its Section 501(c)(3) tax exempt status as applied to this Agreement.

## **4. Representations and Warranties. Disclaimer. Limitation of Liability.**

- 4.1. **Organizer Representations and Warranties.** Organizer represents and warrants to Snap as follows: (a) Organizer will, and will cause Organizer Personnel to, comply with and perform all the Organizer Obligations in accordance with Applicable Law and the Rules; (b) Organizer has the full power and rights to perform the Organizer Obligations; (c) Organizer is a non-profit corporation validly existing and in good standing under the laws of the State of California; (d) the Organizer Property or other materials provided to Snap by Organizer or on Organizer’s behalf under this Agreement will not: (1) violate or infringe the proprietary rights of any third party, including, but not limited to, any intellectual property rights; or (2) be libelous or obscene, nor constitute fraud, misrepresentation,

unlawful business practices, or unfair competition; (e) Organizer will pay all applicable taxes and will be liable for Organizer's failure to pay such taxes.

4.2. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SNAP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

4.3. **Limitation of Liability.** SNAP AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, UNDER THIS AGREEMENT, EVEN IF SNAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS BETWEEN THE PARTIES, AND EXCEPT FOR MATTERS ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SNAP, ORGANIZER SHALL BE RESPONSIBLE AND FULLY LIABLE FOR ALL LOSSES, CLAIMS, COSTS, EXPENSES, AND ANY OTHER LIABILITY OF ANY FORM ARISING OUT OF OR RELATED TO THE EVENT OR THIS AGREEMENT. THE MAXIMUM AGGREGATE LIABILITY OF SNAP AND ITS AFFILIATES FOR ANY CLAIMS ARISING OUT OF OR UNDER THIS AGREEMENT, AND IRRESPECTIVE OF THE CAUSE OF ACTION (INCLUDING BREACH OF CONTRACT OR TORT) IS USD \$100.

**5. Indemnification.**

- 5.1. Organizer agrees to indemnify, defend, and hold harmless Snap, its Affiliates, directors, officers, employees, and agents from and against any and all costs, damages, or liabilities arising from any Claims due to, arising out of, or relating in any way to: (a) Organizer's actual or alleged breach of this Agreement, including without limitation, the Organizer Obligations; (b) Organizer's negligence or willful misconduct; (c) a violation, infringement, or misappropriation of an intellectual property right or other proprietary right by Organizer or the Organizer Property; or (d) injury of any kind to person or damage to property resulting from, arising out of, or related to (i) the Event; (ii) Organizer actions or omissions; (iii) Organizer Personnel's actions or omissions; and (iv) Event Attendees' actions or omissions. These remedies are in addition to any other remedies available to Snap at law or in equity.
- 5.2. Snap will reasonably cooperate with Organizer, at Organizer's expense, in connection with the defense, compromise, or settlement of any Claim. Organizer will not compromise or settle any Claim in any manner without Snap's prior written consent, which Snap may provide in Snap's sole discretion. Snap may participate (at its cost) in the defense, compromise, and settlement of the Claim with counsel of its own choosing.

**6. Term; Termination.**

- 6.1. **Term.** The term of this Agreement will begin on the Agreement Effective Date and continue until 10:00pm PT, October 26, 2019(the "**Term**").
- 6.2. **Termination for Material Breach.** Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach by the other party.
- 6.3. **Termination by Snap.** Snap may terminate this Agreement without cause upon written notice to Organizer.

7. **Insurance.** Organizer will, at its sole cost and expense, maintain adequate insurance against losses and damages to persons or property during the Event, whether caused by Organizer or Organizer Personnel.

**8. Miscellaneous.**

- 8.1 **Survival.** Section 2 will survive for two years from termination of this Agreement. Sections 4, 5, 8, 9, and any other provision that contemplates a continuing obligation, will survive termination of this Agreement.
- 8.2 **Relationship of Parties.** This Agreement does not establish any agency, partnership, or joint venture between the parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 8.3 **Assignment.** Organizer may not assign any part of this Agreement without the written consent of Snap.

- 8.4 **Force Majeure.** Neither Organizer nor Snap will be responsible for any failure or delay in performance to the extent caused by any event beyond that party's reasonable control.
- 8.5 **Waiver; Severability.** No waiver is effective unless made in writing and signed by the party giving the waiver. If any provision of this Agreement is held to be contrary to law, the rest of the Agreement will remain in effect.
- 8.6 **Governing Law; Exclusive Venue; Consent to Jurisdiction; Attorneys' Fees; Waiver of Jury Trial.** All claims arising out of or relating to this Agreement, including tort claims, will be governed by California law without regard to that State's conflict-of-laws rules, and will be litigated exclusively in the United States District Court for the Central District of California; provided that if that court would lack original jurisdiction over the litigation, then the Superior Court of California, County of Los Angeles will be the exclusive forum to resolve the litigation. The parties consent to personal jurisdiction in both courts. In any action arising out of or relating to this Agreement or the Event, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER PARTY.
- 8.7 **Marks.** Neither party may use the other party's name, logo(s), or other identifying information or image for any purpose unless specifically authorized in writing.
- 8.8 **Publicity.** Except for materials or statements expressly approved in advance by Snap in writing, Organizer will not use the name or logo of Snap in any public statements or press releases.
- 8.9 **Entire Agreement; Conflicts.** This Agreement sets forth the entire understanding and agreement of the parties, and supersedes all other agreements between the parties relating to its subject matter. Any amendment must be in writing, signed by authorized signatories of both parties.

**9. Definitions.**

- 9.1 **"Affiliate"** means an entity directly or indirectly controlling, controlled by, or under common control with a party.
- 9.2 **"Applicable Law"** means all applicable U.S. federal, state, and local laws, statutes, ordinances, rules, and regulations of any jurisdiction.
- 9.3 **"Claims"** means any claims, demands, suits, proceedings, formal or informal administrative or regulatory proceedings or inquiries, and other actions.
- 9.4 **"Confidential Information"** means any information relating to, disclosed, accessed, received, stored, or collected (in each case, by or on behalf of, a party) in the course of this Agreement that is, or should be reasonably understood to be, confidential to a party, including, without limitation, the terms of this Agreement. Confidential Information does not include information that the recipient already rightfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party who was under no obligation of confidentiality.
- 9.5 **"Organizer Personnel"** means Organizer's founders, agents, employees, contractors, subcontractors, volunteers or other personnel assigned by Organizer to perform any services under this Agreement and the instructors and participants selected or permitted by Organizer to participate in the Event.
- 9.6 **"Organizer Property"** means certain methodologies, know-how, proprietary information, materials and other information or intellectual property that has been independently developed by Organizer prior to the Term, which relates to Organizer's business operations and does not expressly relate to Snap.
- 9.7 **"Rules"** means standards and guidelines that may be provided by Snap from time to time.

By signing below, each party represents and warrants that: (a) it has read, understands, and agrees to be bound by this Agreement; and (b) it has full power and authority to accept this Agreement.

**SNAP INC.**

**[ANGELHACK]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### **CONFIDENTIALITY AND RELEASE AGREEMENT**

This Confidentiality and Release Agreement is for \_\_\_\_\_  
Name of Student ("I" or "me")

In connection with the Hack Club Event (the "Event") taking place at Snap Inc.'s ("Snap") offices located at 606 Venice Blvd in Venice California on October 26, 2019, I understand that the Event is being hosted and operated by [AngelHack] and that Snap is only providing use of its facilities as part of the Event and no other services. I understand that attendance at or participation in the Event is elective, and that Snap requires attendees, or, if attendee is a minor, their parents or legal guardians, to agree to the confidentiality obligations and grant them the rights and liability waivers set forth in this Confidentiality and Release Agreement (the "Agreement"). In consideration of being admitted to the Snap facilities, I agree as follows:

**CONFIDENTIALITY:** I understand that while being at the Snap facilities, I may obtain or otherwise be exposed to, certain information that Snap considers confidential and/or proprietary concerning its business and/or technology ("Confidential Information") including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information; (c) technical information and designs; (d) business information; and (f) information observed or acquired during my use of the Snap facilities during the Event (including during any facility tours). In consideration of being admitted to Snap's facilities, I agree to hold in the strictest confidence any Confidential Information I obtain or that I am otherwise exposed to while at the Snap facilities. I will not use or share any Snap Confidential Information. This Agreement does not grant any license to the Confidential Information. I will not remove any document, equipment or other materials from the Snap facilities and premises. I will not photograph, copy or otherwise record any information to which I may have access during my visit to Snap's facilities.

**RELEASE OF LIABILITY:** In consideration of being permitted to attend and participate in the Event and being admitted to the Snap facilities, I irrevocably release Snap, and its employees, officers, directors and agents (collectively, the "Released Parties") from and against ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, DAMAGES, DEMANDS, COSTS AND EXPENSES that may arise in any way from any injury, death, loss or harm that occurs to me or to any of my property during the Event or in any way related to the Event. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur on my way to or from the Event or otherwise during the Event. I agree that I will not assert or maintain against the Released Parties any claim, action, suit or demand of any kind or nature, whatsoever in connection with the exercise of the rights granted by me to Snap. This Agreement will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws' provisions thereof). I hereby irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief against the Released Parties. I acknowledge and agree that any breach by me of this Agreement will cause the Released Parties irreparable harm, and therefore, the Released Parties are entitled to injunctive or other equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (with no obligation to post any bond or surety).

AGREED AND ACCEPTED TO BY:

Student Signature: \_\_\_\_\_  
Student Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

MINORS ONLY - IF ATTENDEE IS UNDER EIGHTEEN (18) YEARS OF AGE, THE BELOW MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the parent/legal guardian of the Student listed above, and I hereby consent to, join in and approve the

Agreement, will ensure that my child honors his/her obligations, agree to the above and personally join in the warranties and representations set forth above. I expressly approve of my child's admittance to the Snap facilities, the confidentiality obligations set forth above, and participation in the Event and expressly agree to the release of liability set forth above. I agree to indemnify, defend and hold harmless the Released Parties with respect to any claims or damages related in any way to the rights granted by my child above, my child's admittance to the Snap facilities, my child's confidentiality obligations, or participation in the Event, any breach of the above representations, warranties and agreements or any attempt by my child to disaffirm the foregoing.

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_

PRINT NAME OF PARENT/GUARDIAN: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

HOME ADDRESS:

## EXHIBIT B

# Snap Inc.

### SNAP INC. VISITOR NON-DISCLOSURE AND RELEASE AGREEMENT

By signing below, I certify to Snap Inc., a Delaware company ("Snap") that in consideration of being admitted to the Snap facilities, I agree, on behalf of myself, to keep all confidential information I obtain from my use of the facilities confidential and release Snap for any liability in connection with being admitted to the Snap facilities as follows:

1. Snap may disclose, and you may obtain or otherwise be exposed to, certain information under this Agreement that Snap considers confidential and/or proprietary concerning its business and/or technology ("Confidential Information") including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information; (c) technical information and designs; (d) business information; and (e) information observed or acquired during my use of the facilities (including during any facilities tours, if any).
2. In consideration of being admitted to Snap's facilities, I agree to hold in the strictest confidence any Confidential Information I obtain. I will not use any Snap Confidential Information. This Agreement does not grant any license to the Confidential Information. I will not remove any document, equipment or other materials from the premises. I will not photograph, copy or otherwise record any information to which I may have access during my visit.
3. Unless Snap enters into a separate mutual non-disclosure agreement, Snap does not wish to receive any confidential information from me or my Company, and Snap assumes no obligation, either express or implied, for any information disclosed by me.
4. This Agreement shall remain in effect until such time as all Confidential Information of Snap disclosed hereunder becomes publicly known and made generally available through no action or inaction of me or my company. This Agreement is binding on me, my company, my heirs, executors, administrators and assigns and inures to the benefit of Snap, its successors and assigns.
5. Except to the extent I, or my company, and Snap have a valid mutual non-disclosure agreement, this Agreement constitutes the entire understanding between Snap and me with respect to its subject matter and supersedes all earlier representations and understandings, whether oral or written.
6. I, on behalf of myself and my heirs, successors and assigns, hereby waives, discharges, releases and relinquishes any and all rights, claims, demands, suits, actions, losses, liabilities, damages (including any and all Injuries), costs and expenses, including attorneys' fees and costs, (collectively, "Losses") that I may have against Snap, its affiliates and/or all of their respective employees, owners, agents, officers, directors, successors and assigns (collectively, the "Released Parties") arising from or related to my admittance to the Snap premises. The term "Injuries" shall mean bodily injury, permanent disability, illness, death, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm. I voluntarily assume all risks of Injuries that may result while on the Snap premises. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SNAP BE LIABLE TO ME, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS NON-DISCLOSURE AND RELEASE AGREEMENT, ANY LOSS OF BUSINESS OR LOSS OF PROFITS, NOR ANY INJURY, DAMAGE OR LOSS OF LIFE. I shall defend, indemnify and hold harmless the Released Parties from and against any and all Losses of any kind relating to or arising from: (i) the breach or alleged breach by me of any of my representations, warranties, covenants, or obligations under this non-disclosure and release agreement;



(ii) my negligence or willful misconduct; and (iii) any Injuries arising from or related to my admittance to the Snap premises.

7. This non-disclosure and release agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The venue for any dispute relating to this Agreement shall be in the state or federal courts within Los Angeles County, California. Notwithstanding the forgoing, because breach of this agreement may result in irreparable harm to Snap, I agree that in addition to any other remedies available to it, Snap may apply to a court of competent jurisdiction to enjoin violation, actual or threatened, of any provision of this agreement.

AGREED AND ACCEPTED TO BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_