



June 15, 2017

Dear Meggan,

Hello! We're excited you'll be joining the GA community! We're looking forward to working with you.

Enclosed are a few documents for your review/signature, which are described in more detail below. By signing the enclosed documents, you confirm that you are agreeing to provide services to General Assembly as an independent contractor.

Next steps:

1. Review and sign the Master Services Agreement. This document defines the terms of your relationship with General Assembly for this and any future engagements.
2. Complete the Contractor Payment Information Request Form.
3. Review the General Assembly Code of Conduct and Conflict of Interest Policy. This policy applies to all General Assembly staff, other workers, and representatives.
4. Reference the Frequently Asked Questions (FAQs) page for additional information.
5. Review and sign the Service Order that will be emailed in a separate Docusign packet. The Service Order defines the scope of the work that you'll be required to perform.

After you sign the contracts, they will automatically be transmitted back to me. Once I receive them, I will follow up on next steps.

If you have any questions in the meantime, please don't hesitate to reach out.

Cheers,

Mikaela Squirchuk

E: mikaela@generalassembly.ly

This **MASTER SERVICES AGREEMENT** (this "**Agreement**"), dated as of June 15, 2017 (the "**Effective Date**"), is by and between General Assembly Australia Pty. Ltd. ("**General Assembly**"), located at Level M, 56-58 York St, Sydney, 2000, Australia, and the entity or individual listed in the signature block of this Agreement (the "**Contractor**"). In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Contractor shall provide to General Assembly the services as described in each service order attached to this Agreement, each of which is incorporated into this Agreement by reference (each, a "**Service Order**" and such services, the "**Services**"). From time to time, the parties may add new Service Orders, which, upon execution by both parties, will be subject to the terms and conditions of this Agreement. If Contractor is an entity, (a) Contractor will appoint the individual listed on the signature block of this Agreement to perform the Services on its behalf (the "**Contractor Representative**") and (b) Contractor is responsible for all acts and omissions taken by the Contractor Representative on its behalf pursuant to this Agreement. If a GA Affiliate purchases Services under a Service Order from Contractor, such Services will be governed by the provisions of this Agreement in the same manner as if such GA Affiliate had executed an identical agreement with Contractor, and any reference to General Assembly in this Agreement will be read as a reference to the GA Affiliate. A "**GA Affiliate**" means any entity directly or indirectly controlling or controlled by, or under direct or indirect common control of, General Assembly, whether now existing or subsequently created or acquired during the term of this Agreement.

2. **Fees and Expenses; Taxes.**

(a) In consideration of the provision of the Services by the Contractor and the rights granted to General Assembly under this Agreement, General Assembly shall pay the fees set forth in the applicable Service Order describing such Services. General Assembly agrees to reimburse Contractor for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Contractor in connection with the performance of the Services that have been pre-approved by General Assembly in writing and are accompanied by receipts and any other supporting documentation reasonably requested by General Assembly. Payment to Contractor of such fees and the reimbursement of expenses pursuant to this Section shall constitute payment in full for the performance of the Services, and General Assembly shall not be responsible for paying any other fees, costs or expenses.

(b) General Assembly shall not pay any contributions to Social Security, payroll tax, unemployment insurance, federal, or state withholding taxes, workers' compensation insurance benefits, or provide any other contributions or benefits that might be expected in an employer-employee relationship and Contractor expressly waives any right to such participation or coverage. Except for taxes based on General Assembly's net income, Contractor will be responsible for and will pay in full

all sales, value-added, use and other taxes and obligations arising out of payments required under a Service Order unless otherwise agreed to by the parties in writing.

3. **Intellectual Property Rights; Ownership.**

(a) Unless otherwise indicated in the applicable Service Order, Contractor agrees that all right, title, and interest in and to any materials, notes, records, drawings, designs or other content conceived, authored, developed or fixed in a tangible medium of expression by Contractor, solely or in collaboration with others, in connection with performing the Services under this Agreement during the Term (collectively, "**Content**"), are the sole property of General Assembly. Contractor hereby irrevocably assigns fully to General Assembly all right, title, and interest in and to the Content and any intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**GA Intellectual Property Rights**"), relating to the Content. Contractor agrees to assist General Assembly, at General Assembly's expense, in every proper way to secure General Assembly's Intellectual Property Rights in the Content. General Assembly hereby grants to Contractor a limited, revocable, non-sublicensable license to use the Content solely in connection with Contractor's performance of its obligations pursuant to this Agreement. Contractor may not use the Content in any manner other than in performing its obligations to General Assembly hereunder or allow any third party to reproduce, distribute, display or use the Content in any manner.

(b) Unless otherwise indicated in the applicable Service Order, Contractor agrees that if, in the course of performing Services, Contractor incorporates into any Content or utilizes in the performance of any services for General Assembly, any pre-existing original works of authorship, concepts or other proprietary information or intellectual property owned by Contractor or which Contractor has an interest ("**Pre-Existing Materials**"), Contractor hereby grants to General Assembly a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Pre-Existing Materials without restriction. For the avoidance of doubt, Contractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials.

(c) General Assembly and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to any documents, data, know-how, methodologies, software and other materials provided to Contractor by General Assembly ("**General Assembly Materials**"), including all intellectual property rights therein, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential

information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**"). Contractor shall have no right or license to use any General Assembly Materials except solely during the term of the Agreement to the extent necessary to provide the Services to General Assembly. All other rights in and to General Assembly Materials are expressly reserved by General Assembly.

(d) Solely to the extent required for Contractor to fulfill its obligations under this Agreement or any Service Order, General Assembly hereby grants to Contractor a nonexclusive license to use its trademarks, service marks, logos, trade names, or other indicia of identity ("**Marks**"). Contractor shall use General Assembly's Marks only in accordance with reasonable trademark usage guidelines provided by General Assembly. Contractor shall include where appropriate the designations ® or ™, and other proprietary notices as reasonably required. Upon request, Contractor shall make available to General Assembly, for its approval, samples of Contractor's uses of General Assembly's Marks.

(e) Contractor hereby grants General Assembly a nonexclusive license to use the name, voice, image, likeness and biography of Contractor (or, if Contractor is an entity, of the Contractor Representative) in any and all media in connection with General Assembly's promotional efforts of the Services during the Term.

4. Confidential Information.

(a) Each party may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Neither party shall use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information.

(b) Information will not be deemed Confidential Information if it: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

(c) Contractor understands that this Agreement does not, in any way, restrict or impede Contractor from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such

compliance does not exceed that required by the law, regulation, or order. Contractor will promptly provide written notice of any such order to the General Assembly's Legal Department. The General Assembly will take such measures as it deems necessary to protect its trade secrets, including, but not limited to, filing a civil action in federal court for misappropriation of trade secrets under the Defend Trade Secrets Act of 2016, or in state court under applicable state law.

5. Representations and Warranties.

(a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Contractor represents and warrants to General Assembly that: (i) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable laws; (iii) it at all times during the term of this Agreement maintains all necessary licenses, permits and consents and complies with all relevant laws applicable to the provision of the Services, including securing the proper authorizations for Contractor (or if Contractor is an entity, for the Contractor Representative) to perform the work required pursuant to this Agreement or individual any Service Order in the jurisdiction in which such work is required to be performed; (iv) entering into this Agreement will not breach or otherwise violate any other agreement to which Contractor is a party; (v) it shall comply with, and if Contractor is an entity, shall ensure that the Contractor Representative complies with, all rules, regulations and policies of General Assembly that are communicated to Contractor in writing, including codes of conduct and safety practices and procedures, such as providing resumes and official transcripts and submitting to a background check if so required by General Assembly; (vi) General Assembly will receive good and valid title to all Content, free and clear of all encumbrances and liens of any kind; and (vi) the Content, Services and any Pre-Existing Materials incorporated therein do not violate or infringe upon any proprietary rights of any third party.

6. **Indemnification.** Contractor shall defend, indemnify and hold harmless General Assembly and its officers, directors, employees, agents, successors and permitted assigns (each, a "**General Assembly Indemnitee**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest,

awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") arising out of or resulting from: (i) any negligent, reckless or intentionally wrongful act of Contractor; (ii) Contractor's breach of any representation, warranty or obligation of Contractor set forth in this Agreement; and (iii) any violation or claimed violation of a third party's rights resulting in whole or in part from General Assembly's use of the Content or Services.

7. Limitation of Liability. EXCEPT FOR LOSSES RELATING TO A BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 3 (INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP), A BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 5 (CONFIDENTIAL INFORMATION) OR LOSSES RELATING TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Term; Termination; Effect of Termination.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter for one year terms until either party provides written notice of termination to the other party; provided, however, that the termination of this Agreement shall not effectuate a termination of any Service Order then in effect and not otherwise expressly terminated, and the terms and conditions set forth herein shall continue in effect with respect to any such Service Order until their expiration or termination as set forth in Section 8(b).

(b) Either party may terminate a Service Order, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party materially breaches such Service Order, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach. General Assembly may terminate Records or Service Orders at any time, and such termination will not be considered breach of the Record, Service Order, or this Agreement. If General Assembly terminates a Service Order pursuant to this Section 8(b), Contractor shall (i) cease work under such Service Order and promptly deliver to General Assembly all General Assembly

Materials in its possession at such time and all deliverables (whether complete or incomplete) for which General Assembly has paid, and (ii) immediately return to General Assembly a pro rata share of amounts paid by General Assembly under such Service Order for any Services not yet performed.

(c) The rights and obligations of the parties set forth in this Section and Sections 3(a), 3(b) and 3(c) (Intellectual Property Rights; Ownership), Section 4 (Confidential Information), Section 5 (Representations and Warranties), Section 6 (Indemnification), Section 7 (Limitation of Liability), Section 9 (Miscellaneous), and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Miscellaneous.

(a) **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(b) **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

(c) **Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that General Assembly may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Contractor if such assignment or delegation is to (i) a successor of General Assembly by consolidation, merger or operation of law or (ii) a purchaser of all or substantially all of General Assembly's assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

(d) **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address for the party to be notified set forth in the signature block, or at such other address as may hereafter be furnished in writing by either party to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier. Copies of any notices sent to General Assembly shall also be sent to legal@ga.co.

(e) **Severability; Waiver.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction

to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

(f) **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. An email exchange between the parties constitutes a valid amendment to a Service Order if such email exchange is identified as an amendment to the Service Order it seeks to amend.

(g) **Entire Agreement; Counterparts.** This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed manually or by electronic or digital signature in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GENERAL ASSEMBLY

General Assembly Australia Pty. Ltd.

DocuSigned by:

Elisia Retsas

3E8C874BF04C4D6

Name: Elisia Retsas

Title: Regional Director, Sydney

Address: c/o General Assembly Space, Inc.
Attn: Legal Department
902 Broadway, 4th Floor
New York, NY 10010
USA

Date: 6/14/2017

CONTRACTOR:

Meggan Turner

DocuSigned by:

Meggan Turner

22AF3604554943E...

Name: Meggan

Title:

Address: 16 Zamia St Redfern 2016
NSW

Date: 6/15/2017



CODE OF CONDUCT



Principles and Responsibilities
that Apply Worldwide

April 2017



**At General Assembly,
we follow applicable
laws, regulations and
requirements, and our
own Code of Conduct
and policies and
procedures.**

**This document is our
Code of Conduct.**

GUIDING PRINCIPLES AND RESPONSIBILITIES

Our Code of Conduct sets forth the principles and responsibilities that guide how we fulfill our mission. We follow the ethical spirit of this Code of Conduct, as well as the actual words. This document is not intended to cover every possible ethical issue. The purpose of this Code of Conduct is to clearly articulate that our community cares about ethical issues and doing the right thing. General Assembly encourages us to think about ethical issues that arise through our work, and to foster a culture where we feel comfortable openly asking questions and raising concerns.

APPLIES TO ALL EMPLOYEES AND BOARD MEMBERS

The Code of Conduct applies to all employees and board members throughout the world, including full-time employees and part-time employees. Our Code of Conduct applies to all positions, including all central administrative positions, all roles in and related to the classroom and all other support functions across the organization.

APPLIES TO THIRD PARTIES

Except for the parts noted to apply only to employees, this Code of Conduct applies to third parties who perform work for General Assembly (including contractors, consultants, partners, suppliers and agents) in relation to their work for General Assembly.



CODE OF CONDUCT

THIS CODE OF CONDUCT IS ORGANIZED INTO FOUR SECTIONS:

1. Guiding Principles
2. Responsibilities to General Assembly
3. Broad Responsibilities
4. Asking Questions and Reporting Concerns

SECTION 1

Guiding Principles

WE ARE ETHICAL.

We conduct all aspects of our business activities with the highest professional and community ethical standards.

WE ARE HONEST AND OPERATE WITH INTEGRITY.

We communicate in an honest and unambiguous way and avoid making misleading communications or creating false impressions. If we make mistakes, we acknowledge and correct them.

WE ARE FAIR AND RESPECTFUL.

We treat all members of our community with dignity and respect. We foster a respectful work environment free from any form of discrimination, harassment and intimidation. We provide equal opportunity in all aspects of employment and business.

WE ARE RESPONSIBLE AND LAW ABIDING.

We become familiar with— and follow — the laws, regulations and policies that govern our work, including international, national, and local laws, rules and regulations. If we become aware of wrongdoing, we follow the procedures for reporting wrongdoing. If we are unfamiliar with the legal and regulatory standards that govern our jobs, we ask for help and learn them.

WE RESPECT THE HUMAN RIGHTS AND DIGNITY OF OTHERS.

We do not tolerate unlawful discrimination, harassment, or retaliation. We are committed to equal treatment, respect for human rights and fair working conditions. We respect diversity and we value differences. We do not discriminate. We do not harass. We do not use, and we prohibit the use of, any illegal labor by or for General Assembly. We do not tolerate discrimination, harassment, violence, or threatening behavior of any kind — directly or indirectly.

IF WE AGREE TO DO SOMETHING, WE DO IT.

We fulfill our contracts. We keep our commitments.



CODE OF CONDUCT

SECTION 2

Responsibilities to General Assembly

WE FOLLOW GENERAL ASSEMBLY'S POLICIES AND PROCEDURES.

We become familiar with—and follow—the General Assembly policies and procedures that relate to our work. If we become aware of wrongdoing, we follow the procedures for reporting it. If we are unfamiliar with the policies and procedures that govern our work, we ask for help and we learn them.

WE ARE LOYAL TO GENERAL ASSEMBLY AND DO NOT COMPETE WITH GENERAL ASSEMBLY.

We do not use General Assembly property, information or position for personal gain, or compete with General Assembly in any manner. We advance General Assembly's legitimate business interests when business opportunities arise. We do not divert opportunities for our personal gain if we discover them through the use of General Assembly property, information or position. **Note: this provision only applies to employees. However, third parties are not permitted to use our content in any manner outside of their work with General Assembly.**

NOTE CONCERNING DIRECTORS: Some members of our Board (directors) are professional investors who may be presented with opportunities in the course of their work outside General Assembly. We do not expect directors to offer an opportunity to General Assembly unless the matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of the director expressly and solely in that director's capacity as a General Assembly director.

WE AVOID ACTUAL CONFLICTS OF INTEREST AND THE APPEARANCE OF CONFLICTS OF INTEREST.

A conflict of interest occurs when our personal interests, activities, investments, financial situations or associations interfere in any way with General Assembly's interests. We are faithful to General Assembly and we carry out responsibilities to fulfill General Assembly's mission. We have a duty to avoid actual conflicts of interest—and the appearance of conflicts of interest—between our personal interests and General Assembly's interests. We have a duty to not use our relationship with General Assembly in any way that conflicts with General Assembly's interests. We disclose any actual or apparent conflicts of interest to General Assembly

Employees, officers, and directors must make business decisions that are strictly in the best interests of General Assembly. We all disclose to General Assembly's Legal Department any relationships,

Disclose to General Assembly's Legal Department any relationships, investments, associations or activities that may create any actual, potential, or perceived conflict of interest:

Legal@ga.co

Disclose outside projects pursuant to General Assembly's process for reviewing employees' outside activities:

projectreview@ga.co

CODE OF CONDUCT

investments, associations or activities that may create any actual, potential, or perceived conflict of interest, as soon as we become aware of it (Legal@ga.co). Employees must disclose outside projects pursuant to General Assembly's process for reviewing employees' outside activities (projectreview@ga.co).

WE ARE ALL RESPONSIBLE FOR GENERAL ASSEMBLY'S FINANCIAL INTEGRITY AND FISCAL RESPONSIBILITY.

We are all responsible for informing appropriate finance or legal personnel in a timely manner of anything that might have a material impact on the reliability of our financial records or disclosures.

WE MAINTAIN TRANSPARENT, RELIABLE AND COMPLETE BUSINESS AND FINANCIAL RECORDS.

We create and maintain transparent financial and business records that comply with applicable legal requirements and generally accepted accounting practices and General Assembly's policies. Our reports, disclosures, and other public communications are fair, accurate and understandable.

WE SAFEGUARD SENSITIVE AND CONFIDENTIAL INFORMATION.

We protect General Assembly's confidential, personal, sensitive and proprietary information, including information related to employees, students, partners and other third parties, members, and anyone else with whom we do business. We maintain confidentiality of our information and do not disclose information collected by General Assembly without proper authorization. We store, use and delete General Assembly's information for legitimate business purposes and in accordance with applicable laws and governing contracts. Our confidentiality obligations continue even if our employment or other relationship with General Assembly ends. We do not disclose any information to the media without obtaining permission from General Assembly's Communications Department.

Report all reporting-line
romantic and dating
relationships in writing:
IRTeam@ga.co

WE DO NOT SPEAK ON BEHALF OF GENERAL ASSEMBLY UNLESS WE ARE AUTHORIZED TO DO SO.

Before we speak on behalf of General Assembly, we obtain authorization from our Communications Department.

WE PROTECT AND PROPERLY USE GENERAL ASSEMBLY'S ASSETS AND RESOURCES, INCLUDING CASH.

We treat General Assembly finances, equipment, resources and facilities with care. We use these for legitimate business purposes. Employees use good judgment when using General Assembly tools and equipment for reasonable personal use. In addition, we use General Assembly's information systems in a responsible manner. Theft, carelessness, and waste have a direct impact on our profitability.



SECTION 3

Broad Responsibilities

WE DEAL FAIRLY.

We do not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation, or any other unfair dealing.

WE DO NOT PERMIT BRIBERY.

We never offer, permit or accept bribes to advance our business, regardless of local norms or customs. We do not offer or give anything of value for an improper or corrupt purpose, nor do we ask others to do so on our behalf. This applies regardless of whether we are dealing with government officials or the private sector. We ask General Assembly's Legal Department if we have questions about whether anything we are doing could be considered to constitute bribery.

WE ADHERE TO ANTI-TRUST AND COMPETITION LAWS AROUND THE WORLD.

We do not discuss or exchange competitively sensitive information with competitors. We also do not participate in other anti-competitive conduct, such as agreeing with competitors on geographic markets, customers or pricing. When interacting with a competitor, we ask General Assembly's Legal Department if we have any questions in this regard.

WE FOLLOW TRADE REGULATIONS.

We comply with import and export laws and act in accordance with U.S. economic sanctions and embargoes that prohibit or restrict trade with certain countries or individuals. We ask General Assembly's Legal Department if we have any questions in this regard.

WE RESPECT COPYRIGHTS AND TRADEMARKS.

We respect laws and regulatory restrictions related to using, copying, displaying or distributing copyrighted written material and software without the prior written permission of the copyright owner. Some examples of copyrighted materials include: newspapers, books, magazines, photos, art, music, film, software or databases, trademarks, logos, brand names that we do not own.



WE VALUE CAMPUS AND WORKPLACE SAFETY.

We take reasonable steps to offer safe campuses and workplaces.

WE RESPECT THE ENVIRONMENT.

We conduct our business in a way is environmentally responsible.

WE DO NOT ENGAGE IN REPORTING-LINE INTIMATE RELATIONSHIPS.

If one of us is in a role at General Assembly that has the potential to influence an outcome for another person, either academically or professionally, then we do not participate in a close interpersonal, romantic, or dating relationship with a person who could be impacted by our role. This means that we do not have close interpersonal relationships with our students, while students are actively engaged with General Assembly, or with representatives of our vendors and other persons with whom General Assembly does business when our role could influence the General Assembly relationship with such vendor and others. ("Active engagement with General Assembly" can extend past the end date of any courses and includes the entirety of student's participation in the outcomes process.) It also means that when one member of our community reports to another member of our community, those personnel do not engage in a close interpersonal, romantic, or dating relationship.

One example of a prohibited reporting-line relationships for employees occurs when one person is supervised by another person on one or more work projects. We report all reporting-line close interpersonal, romantic, and dating relationships to our HR Department (HRTeam@ga.co) in writing as soon as possible. This allows General Assembly to address the situation, depending on the circumstances (one example of addressing a situation may be to re-route the reporting line to another member of the staff). Regardless of reporting-line relationships, all members of management at any level in the Company should avoid participating in close interpersonal relationships within the Company's employee, students, instructors, and vendors.

Report all reporting-line romantic and dating relationships in writing: HRTeam@ga.co



CODE OF CONDUCT

SECTION 4

Asking Questions and Reporting Concerns

WE USE OUR BEST JUDGMENT.

We take reasonable steps in our business dealings to spot potential issues and to uphold laws, regulations, this Code of Conduct and General Assembly's policies.

WE ASK QUESTIONS.

If we are unsure about anything related to a law, this Code of Conduct or a General Assembly policy, then we contact an appropriate General Assembly manager, or the Legal or HR Department for help.

WE REPORT VIOLATIONS.

If we become aware of anything that may be an actual or possible violation of a law, this Code of Conduct or a General Assembly policy, then we promptly report our concern via our reporting process, outlined below. Failure to report a violation or possible violation may itself be considered a violation of the Code of Conduct or applicable law.

REPORTING OPTIONS INCLUDE:

- » Discuss the situation with our manager;
- » If we are concerned about talking to our manager about the situation for any reason, contact General Assembly's Legal Department or HR Department;
- » If we reported our concern and we are not comfortable with how it is being addressed, or if we are not comfortable speaking with one of the contacts above, we will report our concern via General Assembly's online form that allows anonymous reporting at: https://docs.google.com/forms/d/1DC1MLFguXEIRI_si42NtG3mNuCICjySFHsf8IxNXsTE/viewform.
- » For any questions or concerns related to accounting, financial controls, internal controls, auditing and any other financial reporting, we may report our concern directly to the Chief Financial Officer in person or by email.
- » General Assembly takes seriously all reports of a violation or a possible violation. The specific action taken in any particular case will depend on the nature and gravity of the conduct reported and the results of any investigation. General Assembly will keep reports confidential to the extent that it is consistent with our ability to conduct a full and fair investigation and to comply with our legal obligations. Note: in some locations outside of the United States, anonymous reporting may not be allowed by local law.

Anonymous Reporting
Online Form



CODE OF CONDUCT

WE DO NOT RETALIATE FOR RAISING CONCERNS OR REPORTING VIOLATIONS.

General Assembly takes its non-retaliatory culture very seriously and will not allow anyone to take adverse action, threaten, intimidate, or retaliate if one of us reports a violation or suspected violation in good faith, or if one of us cooperates in an investigation.

Retaliation, itself, is a violation of this Code of Conduct and General Assembly will respond accordingly.

If any one of us believes that we have been subject to retaliation, we report it promptly by one of the methods described above. Reporting retaliation enables General Assembly to honor our values. If a complaint of retaliation is verified, appropriate disciplinary action will be taken, up to and including termination of employment or any other working relationship that the accused may have with General Assembly.

WE DISCIPLINE BEHAVIOR THAT IS INCONSISTENT WITH THIS CODE OF CONDUCT.

We understand the consequences of violations. Anyone who violates a law, our Code of Conduct, or other General Assembly policies or procedures may be disciplined, up to and including termination of employment and/or his or her business relationship with General Assembly, in accordance with local legal requirements. Certain violations of this Code of Conduct may be violations of the law, which may result in civil or criminal penalties, and General Assembly will cooperate fully with the appropriate authorities in these situations.

FREQUENTLY ASKED QUESTIONS

What is the process for getting paid by General Assembly?

You will need to provide all the information requested in the Contractor Payment Information Request Form in order for us to be able to set you up for payment. If you do not know this information, your bank will be able to help.

UNITED KINGDOM: If you are registered for VAT in the UK, you must send General Assembly an invoice for each individual payment amount and include your VAT ID on all invoices.

AUSTRALIA: If you are in Australia, you must invoice General Assembly as an independent contractor using a valid and active Australian Business Number (ABN) for each individual payment. Please quote your ABN and payment details in each invoice to ensure timely payment.

Am I considered an employee or a contractor? What does that mean for my taxes?

You are considered a contractor, not an employee. If you have any questions about this, please contact a tax professional. General Assembly cannot provide you with tax advice.

What's the difference between the Master Services Agreement and the Service Order?

The Master Services Agreement is the document that contains all the legal terms of our relationship. You only need to sign this once. The Service Order outlines the specific services you will be providing as part of your engagement with General Assembly. A new Service Order should be signed each time the scope of your services changes (e.g., you sign up to teach a new course).

I have a question about one of the sections of the contract. Who can I ask about that?

Check in with your manager. They have more detailed information on what each of the sections of the contract mean for you, and can help answer any questions.