

RELATIONSHIP AGREEMENT

NIDO DE AGUILAS EDUCATIONAL FOUNDATION & NIDO PARENTS ASSOCIATION

PREAMBLE:

The underlying purpose and intent of this Relationship Agreement is to refine the relationship between the NPA and NIDO in order to enhance and improve their partnering for the benefit of the student body and the school overall. The desired outcome of this Agreement is the enhancement of the relationship through a common understanding of how the NPA can help improve the experience of NIDO families through supportive cooperation and unity between NIDO and the NPA. The common interest between NIDO and the NPA described in this agreement will help to solidify a renewed, trusting relationship free of competing interests through friendly, open interaction and transparency of relevant issues and activities shared by them.

THE PARTIES

1.1 The **Nido de Aguilas Educational Foundation and its affiliates**, provider of the **International School Nido De Aguilas** or **Colegio Internacional Nido De Aguilas**, represented by the Chairman of the Foundation, Mr. José Francisco Sánchez Drouilly, Chilean, married, lawyer, and the Headmaster, Mr. David Brian Perry, North American, married, educator, all domiciled at Avda. El Rodeo N° 14.200, commune of Lo Barnechea, Santiago. Hereinafter referred to collectively as "**NIDO**" or the "**School**". NIDO is the owner and operator of the School and the real estate and facilities where the School operates, as well as of all the marks and other intangible assets associated with the School.

1.2 The **Nido Parents Association**, represented by the Treasurer of the NPA Board, Gabriela Ignacia Ferrufino Rodriguez, Bolivian, married, economist, and the Secretary of the NPA Board, Karla de Jesus Perez Garcia, Venezuelan, married, tourist company administrator, all domiciled for the present purpose at Avda. El Rodeo N° 14.200, commune of Lo Barnechea, Santiago. Hereinafter referred to as the "**NPA**". The NPA is a non-profit private law association composed of the parents and guardians of all students currently studying in the School.

1.3 This agreement covers all related entities operating under the NPA, specifically but not exclusively the NPA Booster Club Standing Committee.

1.4 Together, the "**Parties**" shall include all of the forgoing entities indicated above.

2. OBJECTIVE

The objective of this Relationship Agreement ("**Agreement**") is for NIDO and the NPA to cooperate in order for the NPA to serve as a parent-driven organization that promotes NIDO as a community and provides activities, support and a greater sense of inclusion to new and returning students and their families. In doing so the NPA will coordinate seamlessly with NIDO and comply with all the applicable regulations, obligations with third parties, and the School's internal standards.



3. ACTIVITIES AND USE OF FACILITIES.

3.1 The NPA will provide NIDO with an annual plan of activities and schedule setting forth its proposed use of NIDO facilities as well as the use of NIDO identities and other intangibles owned by NIDO (the "Activities Plan.")

3.2 The Activities Plan will be submitted to the School during the month of May for the following school year and will be revised every semester, as necessary. The Parties may also reasonably agree to carry out other, unanticipated activities that are not part of the Activities Plan if the occasion arises. The Parties will work together to reach agreement of the Activity Plan within 15 days after its submission or presentation.

3.3 The NPA's proposed activities will always be intended to follow the principles and values of both NIDO and the NPA, and together the Parties will coordinate around activities scheduled by the School. The NPA will respect NIDO's reasonable requests to modify the Activities Plan in conjunction with the School's schedule of ordinary or extraordinary activities.

3.4 NIDO will support the implementation of the Activities Plan by making available support services and the use of its facilities as necessary. As a part of this, NIDO will use its best efforts to grant access of the NPA to the School's service providers so that the NPA can obtain the best possible prices, terms and conditions for the various services that it may require for its activities.

3.5 NIDO will commit to providing a room to house the NPA Office and the store (independently of each other) on campus.

4. TRADEMARK LICENSING.

4.1. NIDO grants the NPA the right to use its trademarks and signs identified in Annex 1, which forms an integral part of this Agreement, (hereinafter "Trademarks"). The license to use the Trademarks are granted in order for the NPA to identify itself in its activities with NIDO.

4.2 The NPA may use the Trademarks for publicity in promotional, signage and written or broadcast media, and guarantees that the use of the Trademarks will comply with the applicable laws and regulations and the normal use standards ordinarily applied by NIDO. The use of the Trademarks by the NPA will be subject to the following:

- (a) Their use will be at no cost to the NPA;
- (b) Their use is exclusive to the NPA and shall not be used by third parties in any non-NPA activities;
- (c) Their use shall be available in NPA-sponsored activities in the territory of Chile and in foreign countries agreed upon by NIDO.

4.3 The NPA recognizes the value, goodwill, fame, and notoriety of NIDO's trademarks, and that they are the exclusive property of NIDO. Nothing in this Agreement confers any ownership or use rights to the NPA over the Trademarks other than those expressly granted herein. NIDO shall assist and advise the NPA of the options for use of the Trademarks so that the NPA may maximize the benefit of such use for itself and NIDO.

4.4 The NPA shall limit the use of the Trademarks to support and reflect NIDO's sports, cultural, recreational and social time activities in accordance with the Activities Plan.

4.5 If required by NIDO, the NPA shall include in its use of any Trademark the indications of "Registered Trademark," "TM," or "®" as the case may be.

4.6 The NPA agrees to never:

- a) Authorize the use by any third party of the Trademarks without the prior written consent of NIDO;
- b) Request, register, use, or purchase marks, signs, or others which are similar or akin in their denomination and/or design to the Trademarks, without permission from NIDO;
- c) Perform actions that in any way reduce, attempt against or harm the Trademarks;
- d) Carry out actions that are contrary to the spirit of NIDO and its Trademarks.

4.7 The present license of the Trademarks shall continue for two years and will be renewed automatically for equal and successive periods, unless one of the parties states its interest in not continuing with it at the end of the term in effect at the time. Such termination of the use of any Trademark will be provided in writing at least 60 days advance notice. NIDO may terminate the use of any Trademarks at any time in the event of the following causes:

- (a) If the NPA is dissolved, or its dissolution is requested or declared;
- (b) If the NPA intentionally and materially violates the obligations or limitations of use, unless consented to by NIDO;
- (c) In case of the termination of the present Agreement.

4.8 Nido recognizes the value, goodwill, fame, and recognition of the trademarks of the NPA, and that they are the exclusive property of NPA. Nothing in this Agreement confers any right of ownership or use to Nido on the Trademarks of NPA.

4.9 When events are co hosted by Nido and NPA, the communications department of Nido and the Board of the NPA will ensure both logos are displayed on any communications regarding the event.

5. SOCIAL NETWORKS

5.1. In order to support the collaboration between the Parties and NIDO families, and to provide easy access to NPA information, NIDO shall identify and link the NPA to the NIDO website home page.

5.2. In the event of the NPA having a presence in non-NIDO social networks (including sites such as Facebook, LinkedIn, Instagram or other similar platforms), the Parties will agree upon standards of presentation and support of NIDO activities in a manner consistent with the spirit of this Agreement.

6. LEGAL AND REGULATORY ASPECTS

The NPA shall conduct its activities in compliance with current law and regulations as well as with respect to the NIDO standards applicable to the activities included in the Activities Plan, including hygiene, safety or municipal issues.

7. INSURANCE & INDEMNITY

7.1 The NPA shall endeavor to obtain valid insurance to cover risks associated with its activities. In a spirit of cooperation, NIDO and the NPA will work together to obtain such coverage in as affordable a manner as practicable, the costs of which will be borne solely by the NPA.

7.2 While the representatives and those assisting in NPA's activities are doing so on a purely volunteer basis, the NPA will hold NIDO harmless from liability directly arising from the negligence of any NPA volunteers during NPA-

7.3 In effect, any activity, event or meeting that NIDO conducts or sponsors will not hold NPA responsible for any risk arising directly or indirectly from negligence or accident on that occasion.

8. SUPPORT ACTIVITIES

8.1 NIDO will cooperate and provide the NPA with material, administrative, professional and technical support which may, at times, be necessary for complying with the applicable laws and regulations, as well as for the undertaking of activities included in the Activities Plan.

8.2 The parties will cooperate and provide mutual assistance and open communication regarding all the matters relevant to the relationship and activities between them.

8.3 Both NIDO and the NPA aspire to establish close links with the neighborhood in Lo Barnechea. For this purpose, NIDO and NPA will cooperate, where logical, in approaches and collaboration with the neighbors and the authorities of the community.

9. COMMUNICATION AND TRANSPARANCY

In order to advance and enhance the spirit of this Relationship Agreement, both NIDO and the NPA will always use best efforts to maintain open, transparent communication by designated representatives, including holding periodic coordination meetings to organize the activities included in the Activities Plan and other relevant issues.

10. ACCESS TO NIDO FAMILY DATABASE

In order for the NPA to communicate directly and effectively with all NIDO families, NIDO will facilitate the sending of NPA communications to the NIDO family database through the communications office or divisional offices. Any demographic information shared with the NPA of the NIDO family database must be confidential and remains the ownership of NIDO, and the NPA may not share this information with a third party or use it for any purpose outside of the NPA.

11. CONFLICT RESOLUTION

The parties agree that they will always try in good faith and in a friendly manner to resolve any differences that may arise between them in relation to this Agreement. In the unlikely event that any dispute cannot be amicably resolved between them, the dispute will be subject to mediation in accordance with the Procedural Mediation Regulations of the Arbitration and Mediation Center of Santiago (*Reglamento Procesal de Mediación del Centro de Arbitraje y Mediación de Santiago*) (the "Center"). If the mediation is not successful, the dispute will be resolved by arbitration in accordance with the Procedural Arbitration Regulations (*Reglamento Procesal de Arbitraje*) of the Center. The parties confer authority to the Chamber of Commerce of Santiago (*Cámara de Comercio de Santiago A.G.*) to designate an Arbitrator from the *Centro de Arbitraje y Mediación de Santiago*. Decisions of the Arbitrator shall constitute the full and final resolution of the matter and will be honored by each party.

12. MISCELLANEOUS

12.1 Term. This Relationship Agreement establishes the formalities of what the both NIDO and the NPA desire to be an open, lasting relationship which transcends the letter of this Agreement. Nevertheless, the official term of this Relationship Agreement shall continue for a period of two years from the date of signing and

will be renewed automatically for equal and successive periods, unless one of the parties states its interest in not continuing with it at the end of the term in effect at the time.

12.2 No Transfer. All rights or obligations arising from this Agreement may not be transferred to any third party without prior written consent between parties.

12.3 Notices. All notices required under this Agreement shall be provided in writing through registered mail or via e-mail (with identification of the sender and acknowledgement of receipt by addressee). Such notices should be sent to the following addresses:

a) To NIDO: David Brian Perry, Headmaster, email dperry@nido.cl, with copy to Gonzalo Blanc. Business Manager, gblanc@nido.cl, all domiciled at Av. El Rodeo 14.200, Lo Barnechea, Santiago.

To the NPA: Gabriela Ignacia Ferrufino Rodriguez, NPA Treasurer, email treasury@npa.nido.cl with a copy to Karla de Jesus Perez Garcia, NPA Secretary, email secretary@npa.nido.cl, with copy to npa@nido.cl, all domiciled at Av. El Rodeo 14.200, Lo Barnechea, Santiago.

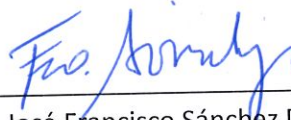
12.4 Confidentiality. This Relationship Agreement shall be considered Confidential Information and may not be divulged to any third party without the express written consent by the Parties. This confidentiality obligation will continue in effect after the expiration of this Agreement.

12.5 Translation. In the event of required legal translation of this Agreement from English to Spanish the English version shall control, and nothing in the Spanish version which may conflict with the meaning and intent shall alter the terms of the English version of this Agreement.

12.6 Counterparts. This Agreement may be signed in separate counterparts as if incorporated together herein



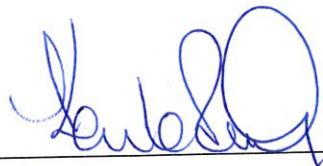
Mr. David Brian Perry
pp. Fundación Educacional NIDO de Aguilas
14 May 2019



Mr. José Francisco Sánchez Drouilly
pp. Fundación Educacional NIDO de Aguilas
14 May 2019

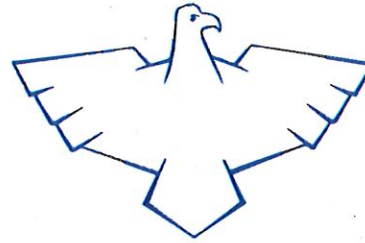


Ms. Gabriela Ignacia Ferrufino Rodriguez
pp. NIDO Parent Association
14 May 2019



Ms. Karla de Jesus Perez Garcia
pp. NIDO Parent Association
14 May 2019

Annex 1 – Trademarks



NIDO
DE AGUILAS



TEAM NIDO and all color variations