

BEST BUY SCHOOL TECH MASTER GRANT AGREEMENT

This agreement is effective as of May 1, 2019, (the “**Effective Date**”) between:

Best Buy Canada Ltd. (“Best Buy”)
8800 Glenlyon Parkway
Burnaby, British Columbia V5J 5K3

and,

[SCHOOL BOARD] (“School Board”)
[Address]
[City, Province, Postal Code]

The purpose of this agreement is to set out the terms and conditions governing any financial grants (“**Grants**”) that Best Buy may make to schools that are under the jurisdiction of the School Board (“**Schools**”).

This agreement (the “**Agreement**”) consists of:

- this signature page;
- the Standard Terms and Conditions attached as Exhibit A hereto (the “**Terms and Conditions**”);
- the Form of Grant Agreement attached as Exhibit B hereto; and
- any Grant Agreements (defined below) entered into pursuant to the Agreement.

The School Board acknowledges that it has read the Agreement in full (including the Exhibits referred to above).

For each Grant, Best Buy, the School Board and the School receiving the Grant will complete and sign a Grant Agreement substantially in the form attached as Exhibit B (each, a “**Grant Agreement**”). For the avoidance of doubt, neither Best Buy, nor the School Board, nor any School will have any obligation to sign any Grant Agreement, and Best Buy will have no obligation to provide any Grant unless and until a Grant Agreement in respect of the Grant has been duly executed.

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

[SCHOOL BOARD]

BEST BUY CANADA LTD.

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 2019

Date: _____, 2019

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. PARTIES

As used in these Terms and Conditions, “**Parties**” means Best Buy, School Board and any Schools that have signed Grant Agreements, and “**Party**” means any one of them. Each School that signs a Grant Agreement will, upon such signature become a party to the Agreement and will be bound by the Agreement, including these Terms and Conditions. The School Board will be jointly and severally liable for the obligations of such Schools under the Agreement, and for any breach of the Agreement by any School.

2. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents that (i) it has full right and legal authority to enter into and perform the Agreement in accordance with its terms; and (ii) it will comply with all federal, provincial and local laws and regulations applicable to its respective responsibilities and performance of the Agreement.

3. PROMOTIONS

- A. A Grant Agreement may require the Parties to engage in (or contemplate that the Parties will engage in) activities to publicize a Grant (each such activity, a “**Promotion**”).
- B. Any advertisement, commercial, poster, sign, content, images, or other material to be used by a Party in association with a Promotion (“**Promotional Materials**”) will be subject to the prior approval of the other Party, which approval will not be unreasonably withheld. All proposed Promotional Materials submitted to a Party for approval will be deemed approved by such Party if written objections specifically identifying the basis of the objections are not received by the Party seeking approval within two (2) working days of the other Party's receipt of the Promotional Materials for approval. All objections will be mutually discussed, and no Promotional Materials will be used, which in the opinion of any Party, (i) are inconsistent with the Party's overall image, (ii) might jeopardize or violate any proprietary rights of any Party or a third party, or (iii) violate any contractual obligation of the Party.
- C. Each Party will use commercially reasonable efforts to comply with the production deadlines issued by the Party responsible for production of any Promotional Materials.
- D. Notwithstanding anything in the Agreement to the contrary, any Promotional Materials delivered by Best Buy for approval need only be delivered to the applicable School and not to the School Board, and Best Buy may rely on any approval granted by such School, without requiring separate approval by the School Board or any other School.

4. USE OF TRADEMARKS

Each Party (the “**Licensor**”) grants the other Party (the “**Licensee**”) a non-exclusive, revocable, non-transferrable, royalty-free license to use (i) the Licensor's trademarks, trade names, service marks, logos and messages included in the Promotional Materials, and (ii) if applicable, the trademarks, trade names, service marks, logos and messages of any third party that are incorporated into the Promotional Materials by the Licensor (collectively, “**Marks**”), in each case solely for the purpose of publishing and distributing the Promotional Materials. Each Party, in its capacity as Licensor, represents and warrants to the other Party that it has sufficient rights to the Marks in question to grant the foregoing license. The license granted above is subject to the Licensor having approved the Promotional Materials incorporating such Marks, in accordance with Section 3 above. Each Party, in its capacity as Licensee, will comply with the Licensor's rules and procedures relating to the use of the Licensor's Marks. It is

expressly understood that the Marks are proprietary to the Licensor (or the applicable third party owner) and nothing in the Agreement constitutes the grant of a general license to use the Marks. Upon termination of the Agreement, any and all rights or privileges to use the Licensor's Marks will cease (it being understood that unless expressly requested, a Licensee will not be required to remove any Marks from any Promotional Materials that have already been published). Any goodwill arising from the use of the Licensor's Marks will enure to the benefit of the Licensor or the applicable third party owner.

5. INDEMNIFICATION

- A. Each Party will indemnify, defend and save harmless the other Party from and against any and all third party claims, demands, suits, actions or causes of action, liabilities, damages, judgments, losses, costs and expenses (including reasonable attorney's fees) to the extent they arise out of or in connection with (i) a breach or default of any provision under the Agreement by such Party, (ii) such Party's contributions to the Promotional Materials infringing a patent, trade-mark, copyright, trade secret or other intellectual property, privacy or other proprietary right; or (iii) any negligent act or omission or willful misconduct of such Party or its directors, officers, employees, agents, representatives or assigns in connection with the entry into or performance of the Agreement. In the case of School Board as the indemnifying Party, any references in (i), (ii) and (iii) above to "such Party" will be deemed to include both the School Board and any Schools that are party to the Agreement.
- B. Each Party will give the other Party prompt written notice of any claim, suit or action ("**Claim**") for which such Party believes the other Party's obligation to indemnify and hold harmless will apply. The indemnifying Party will be given the opportunity to control the defense and settlement of such Claim, and the indemnified Party will reasonably cooperate in the defense of such Claim. The indemnified Party may hire co-counsel at its expense, or if a conflict of interest exists between the indemnifying Party's counsel and the indemnified Party, at the indemnifying Party's expense. The indemnifying Party will not enter into any settlement agreement which materially affects the indemnified Party's rights or interests without the indemnified Party's written approval.
- C. The above indemnification obligations will survive the termination of the Agreement.

6. CONFIDENTIALITY

- A. "**Confidential Information**" of Best Buy will be defined as any and all confidential information relating in any way to the subject matter of the Agreement, and all personally identifiable information in respect of any employee or other person associated with Best Buy, in each case that is provided by Best Buy to the School Board or any School, whether furnished before or after the date of the Agreement and regardless of the manner in which furnished. Such Confidential Information is the sole property of Best Buy and constitutes confidential trade secrets of Best Buy, to be held by the School Board and the School in trust and solely for Best Buy's benefit.
- B. School Board and the School may disclose Confidential Information as required by law provided that School Board will first give notice to Best Buy so that Best Buy may seek a protective order preventing such disclosure or restricting the use of the information or documents.
- C. School Board and the School agree to take at least the same precautions to ensure the protection, confidentiality and security of the Confidential Information entrusted to it and to satisfy its obligations under the Agreement as it would to protect its own confidential information but in no event less than a reasonable standard. School Board and the School will also limit the access to such Confidential Information to only those employees having a need to know, and such employees will be instructed concerning their obligations to maintain confidentiality. School Board and the School will return to Best Buy all Confidential

Information, or destroy and certify such destruction of all Confidential Information, promptly upon Best Buy's request but in no event any later than upon termination of the Agreement.

- D. School Board and the School acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and that Best Buy will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Further, School Board and the School acknowledges and agrees that if there is a breach or threatened breach of the provisions regarding confidentiality Best Buy will be irrevocably harmed and entitled to a temporary restraining order, injunction, and/or other equitable relief against the commencement or continuance of such breach without the requirement of posting a bond or proving injury as a condition of relief.
- E. Best Buy reserves the right to amend any section of the Agreement that relates to Confidential Information in order to comply with Best Buy's existing policies and procedures and all applicable municipal, provincial, federal, and international laws.

7. RELATIONSHIP OF PARTIES.

The Parties understand and acknowledge that the parties are not creating a joint venture, partnership, employment or agency relationship pursuant to the terms of the Agreement between School Board and Best Buy, or between any School and Best Buy.

8. TERMINATION

- A. In the event that a Party:
 - i. breaches a material term of the Agreement that is not cured within 10 days of notice thereof;
 - ii. becomes insolvent, is adjudged a bankrupt or makes an assignment for the benefit of creditors; or
 - iii. has a receiver appointed in respect of its property in any action, suit or proceeding by or against that Party;(each an "**Event of Default**")

then upon the occurrence of such Event of Default School Board (in the case of a breach by Best Buy), or Best Buy (in the case of a breach by School Board or any School) may upon written notice to that Party immediately terminate the Agreement.

- B. Notwithstanding any provisions of the Agreement to the contrary, Best Buy and School Board each has the right, in its discretion, to terminate the Agreement upon 10 days' prior written notice to the other Party.
- C. For the avoidance of doubt, any termination of the Agreement will terminate the Agreement as it relates to all Parties, and will also terminate any Grant Agreements entered into pursuant to the Agreement (including any obligations of Best Buy under such Grant Agreements to provide Grants to any School). Notwithstanding the foregoing, any obligations of the School Board or any School in respect of any Grant funds actually received prior to the termination of the Agreement will remain in effect.

9. CONFLICT OF INTEREST

- A. School Board and each School hereby represents that there is no connection, relationship (kinship or affinity) or interest (direct or indirect) between, on the one hand, (i) the School

Board, any School or any of their respective affiliates, employees, officers, consultants and directors, and, on the other hand, (ii) any directors, officers, employees or consultants of Best Buy, including its affiliates. In the event that there is any such connection, relationship or interest, School Board and each School hereby acknowledge and accept that it would constitute a conflict of interest (the “**Conflict of Interest**”).

- B. In the event of an occurrence of any circumstance that could constitute a possible Conflict of Interest, the Party that is aware of such circumstance, will immediately inform the other Party; if School Board or any School fails to inform Best Buy of any possible Conflict of Interest it is aware of, Best Buy may at its sole discretion, terminate any and all commercial relationship with School Board and all Schools without any liability for Best Buy. School Board and each School represents that it has no interest in obtaining any kind of benefit or advantage derived from a Conflict of Interest.

10. MISCELLANEOUS

- A. Notices. Any notice, request, demand, consent or other communication provided or permitted hereunder (“**Notice**”) will be in writing and given by courier delivery, or sent by registered mail, postage prepaid to the Parties at the addresses set out below and will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third day next following the mailing thereof:

Notices to Best Buy:

Best Buy Canada Ltd.
8880 Glenlyon Parkway
Burnaby, British Columbia V5J 5K3

Notices to School Board and Schools

School Board
[ADDRESS]

Any Notice delivered to School Board will be deemed to have been delivered to each School.

- B. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable in British Columbia, which will be deemed to be the proper law of the Agreement, without regard to its conflicts of law principles. Any dispute arising from, connected with or relating to the Agreement or any related matters must be resolved before the Courts of British Columbia sitting in the City of Vancouver, and the Parties hereby irrevocably submit to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. This Section will not be construed to limit a Party’s access to injunction or other equitable or mandatory injunctive relief in any other jurisdiction or affect the rights of a Party to enforce a judgment or award outside of the Province of British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction.
- C. Amendments. This Agreement may not be modified except by a written amendment referencing the Agreement and signed by both Best Buy and the School Board. For the avoidance of doubt, any such amendment will be binding on any Schools that are party hereto, notwithstanding that such Schools have not signed the amendment.
- D. Headings. The headings contained herein are for the convenience of reference only.
- E. No Public Announcements. Neither School Board nor any School will make any public announcement or press release regarding the Agreement or any of the provisions contained in the Agreement without the written consent of Best Buy. Neither School Board nor any School will list Best Buy as (or otherwise communicate to third parties that Best Buy may be willing to act as) a reference for School Board or any School without Best Buy’s prior express written consent.

- F. Severability. If any provision of the Agreement is deemed or declared unenforceable, invalid or void by a court of competent jurisdiction, the same will not impair any of the other provisions contained in the Agreement which will be enforced in accordance with their terms.
- G. Entire Agreement. The Parties intend that this Agreement (including any Grant Agreements) (a) constitute the final and binding expression of their agreement and the complete and exclusive statement of the terms of any Grants and (b) supersedes all prior negotiations, representations and agreements related to any Grants.
- H. Remedies; Waiver. No failure or delay by a Party to exercise any right, power or privilege provided under the Agreement or by applicable law will operate as a waiver. No single or partial exercise of any such right, power, or privilege will preclude any other or future exercise of any other right, power or privilege. The remedies provided under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- I. Conflicting Terms. If any exhibits to the Agreement (including any Grant Agreements) contain terms that conflict with or are contrary to these Terms and Conditions, these Terms and Conditions will control.
- J. Currency. All dollar amounts referred to in the Agreement will be references to the lawful currency of Canada.
- K. Independent Legal Advice. School Board and each School acknowledges that it has been afforded the opportunity to obtain independent legal advice with respect to the Agreement and that it understands the nature and consequences of the Agreement.
- L. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- M. Time. The Parties expressly acknowledge and agree that the specific start and stop dates contained in the Agreement may be revised during the term of this engagement. Nonetheless, the Parties agree to use diligent efforts to meet such dates. Notwithstanding any other provision of the Agreement, if the Parties utilize diligent efforts, but are unable to meet such dates, the Parties will not be considered to have defaulted in their obligations hereunder. Either Party agrees to notify the other Party promptly in writing if it expects to encounter, or encounters, delays.
- N. English Language. This Agreement and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.
- O. Force Majeure. In the event that either Party is delayed or hindered or prevented from performing any of its obligations as a result of events beyond its reasonable control, including without limitation, strike, lock-out, labour trouble, shortage of materials, failure of power, riots, insurrection, war, act of God or the Queen's enemies, then performance of such obligations will be excused for the period of all such delays and the period for the performance of any such obligations will be extended for a period equivalent to the period of all such delays provided that the party delayed in the performance of its obligations will use commercially reasonable efforts to minimize or avoid the delay.
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EXHIBIT B

FORM OF GRANT AGREEMENT

This Grant Agreement is entered into as of [DATE] (the “**Grant Agreement Effective Date**”) between Best Buy Canada Ltd. (“**Best Buy**”), [SCHOOL BOARD] (“**School Board**”) and [SCHOOL] (“**School**”). The foregoing parties are each referred to as a “**Party**” and collectively as the “**Parties**”.

The School Board or the School has submitted an application for a Grant to Best Buy (the “**Application**”). The Parties now wish to enter into this Grant Agreement to formalize the terms under which the Grant will be provided to the School.

Reference is made to the Best Buy School Tech Master Grant Agreement, dated [DATE], between Best Buy and the School Board (the “**Master Agreement**”). This Grant Agreement is entered into pursuant to the terms of the Master Agreement, and forms a part of the Master Agreement. Defined terms used in this Grant Agreement but not defined herein are used as defined in the Master Agreement. In the event of any conflict between the terms of this Grant Agreement and the terms of the Master Agreement, the conflict will be resolved in accordance with Section 10.1 (Conflicting Terms) of the Terms and Conditions.

By signing this Grant Agreement, the School will become bound by the terms of the Master Agreement, to the same extent as if the School had signed the Master Agreement. The School acknowledges that it has received and reviewed a copy of the Master Agreement and agrees to its terms.

1. GRANT DETAILS

Amount:	[\$•]
Permitted Purpose:	To purchase and install hardware, software and other technology (collectively, “ Technology ”) for the use of all students in the School from [Kindergarten to grade 8][grade 9 to grade 12] in order to foster and advance learning of these students. The Grant will be used in a manner consistent with the budget included in the Application. Equipment and installation services may be purchased through Best Buy or through the School’s approved vendors / process.
Funding Date:	[•]
Deadline Usage Date:	[•]

The School will submit a tax receipt to Best Buy within 30 days of receipt of the Grant.

2. RESPONSIBILITIES OF THE SCHOOL

- A. The School represents to Best Buy that:
 - i. the content provided in the Application is true and complete;
 - ii. the School meets the guidelines set forth in the Application;
 - iii. the School has grades within the range of [kindergarten to grade 8][grade 9 to grade 12]; and
 - iv. the School is considered high priority within their school district for resources, or it services a low-to-middle income segment.

- B. The School will:
 - i. accept the Grant from Best Buy on or before the Funding Date and provide a tax receipt for the Grant within 30 days of receipt;
 - ii. expend the Grant prior to the Deadline Usage Date;
 - iii. use the Grant only for the Permitted Purpose;

- iv. be responsible for the installation and maintenance of the Technology, and for all project management associated with the Grant and the Technology;
- v. ensure that all Technology is appropriate for student use, is of good quality and complies with all government laws and regulations;
- vi. look for efficiencies and leverage opportunities within current School or school budgets and agreements (e.g. existing software licenses);
- vii. maintain the Equipment following the Grant. All equipment purchased becomes the responsibility of the School.
- viii. announce the Grant through the School's communication vehicles including (but not limited to) newsletters, intranet and website, subject to obtaining the consents required by Section 3 (Promotions) of the Terms and Conditions.
- ix. co-ordinate all correspondence between Best Buy and the School's departments and staff through the School's business development department;
- x. ensure that any individuals involved in the promotion of the Grant have signed the requisite waivers and releases provided by Best Buy;
- xi. if requested by Best Buy, help support a public relations event at the School to announce or celebrate the Grant (the "PR Event"). The PR Event will occur during school hours. Media and dignitaries will be invited to attend the PR Event if appropriate; and
- xii. send Best Buy a report no later than six months after the Deadline Usage Date including a summary of how the Grant has impacted the student experience at the School, and sharing any anecdotal observations/photos about the impact the Grant has provided. Reporting can be electronic or hard copy.

2. RESPONSIBILITIES OF BEST BUY

A. Best Buy will:

- i. provide the Grant to the School on or prior to the Funding Date;
- ii. correspond through the School's designated contact on matters related to the Grant; and
- iii. if Best Buy requests a PR Event, Best Buy will work with the School's communications development contacts to coordinate the PR Event. Out-of-pocket costs of the PR Event will be the responsibility of Best Buy (provided that such costs have been pre-approved by Best Buy).

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement effective as of the Grant Agreement Effective Date.

[SCHOOL BOARD]

[SCHOOL]

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

BEST BUY CANADA LTD.

Sign: _____

Name: _____

Title: _____