

CFG PROGRAMME B2B AGREEMENT

This agreement establishes the contractual relationship which the Company will provide the Programme to the Customer (the "**Agreement**"). This Agreement is made up of the following parts:

- (a) these Agreement Details;
- (b) the terms and conditions; and
- (c) the Schedules.

Agreement Details	
CFG's company name:	Code First Girls Limited (Company No. 13792640) ("Company", "us", "we", "our");
CFG's address:	3rd Floor, 20-24 Old Street, London EC1V 9AB
Customer:	[Company Name] (Company No. [number]) ("Customer", "you", "your")
Customer's address:	[insert]
Customer's VAT number:	[insert]
Nominated Representative:	CFG: Anna Brailsford, 07912677902, anna@codefirstgirls.com
	Customer: [insert name, telephone and email]
Effective Date:	(date of Kick-off call)
Programme Description(s):	As detailed in Schedule 2 (to be inserted)
Programme Start Date:	(date of Kick-off call)
Programme Duration:	12 months from Programme Start date
Programme Location:	Virtual
Participants:	Customer Participants: ☒
Programme Credits:	X
Programme Provider:	Code First Girls Limited
Fees:	Programme Fee: £ ex VAT

Schedules:	Schedule 1: Definitions Schedule 2: Programme Description(s)
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Signed by (signature)

.....(name)

for and on behalf of **Code First Girls Limited**

Authorised Signatory

Date:

Signed by(signature)

.....(name)

for and on behalf of **[NAME OF CUSTOMER]**

Authorised Signatory

Date:

TERMS AND CONDITIONS

1. COMMENCEMENT AND CONFLICTING TERMS

- 1.1** This Agreement shall come into effect on the Effective Date (as set out in the Agreement Details) and shall continue for the Programme Duration as set out in the Agreement Details, unless terminated by either party in accordance with this Agreement.
- 1.2** If there is any conflict or ambiguity between the terms of: (a) this Agreement; (b) the Schedules; or (c) the Agreement Details, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2. HOW TO CONTACT US

- 2.1** **How to contact us.** You can contact us by telephone or by writing to us at the email address or postal address provided to you in the Agreement Details.
- 2.2** **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Agreement Details.
- 2.3** **"Writing"** includes emails. When we use the words "writing" or "written" in this Agreement, this includes emails.
- 2.4** The contact details for your Nominated Representative are within the Agreement Details.

3. PROGRAMME CREDITS AND SPONSORSHIP

- 3.1** In consideration for the payment of the Programme Fees and in accordance with the subscription which you have signed up to, you shall be awarded a number and type of Programme Credits as set out in the Agreement Details ("**Programme Credits**"), with each Programme Credit entitling you to sponsor a place on the corresponding course as described in the Programme Description.
- 3.2** On or around the Programme Start Date, the parties shall hold an initial meeting via video or conference call whereby the timing, process of the allocation of the Programme Credits and the sourcing of appropriate Candidates shall be planned and agreed and, in the case of a Classroom, the use of credits shall be allocated (the "**Meeting**").
- 3.3** As soon as reasonably practical following the Meeting, you shall provide to us such marketing materials (including logos) as we may reasonably request in connection with your sponsorship of places on the Programme(s), and you hereby grant to us a royalty-free and non-exclusive license to use such materials, for the term of this Agreement, solely in connection with the delivery of the Programme and communications with Candidate(s).
- 3.4** Following the expiry of the Programme Duration and unless expressly agreed in writing between the parties, any unused Programme Credits shall lapse and cease to be usable.

4. DELIVERY OF THE PROGRAMME

- 4.1** We will provide the relevant Programme(s) in accordance with the Programme Description(s) in all material respects. The Programme(s) will be of the duration specified in the Programme Description(s). In some circumstances, we may need to change the dates during which the Programme will be provided. Please refer to Clause 7 for further information.

5. YOUR RIGHTS TO CANCEL A PROGRAMME OR MAKE CHANGES

5.1 If you wish to make a change to a Programme, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the Programme Fees, the timing of supply of the Programme or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may terminate this Agreement and the Customer Participants' enrolment in the Programme, provided that all Programme Fees are non-refundable.

6. OUR RIGHTS TO MAKE CHANGES AND SUSPEND THE PROGRAMME

6.1 We may change the Programme content or the Programme Description:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement minor changes or improvements.

6.2 In addition, we may on occasion need to make more significant changes to a Programme Description. We will notify you of any such changes. If, after we notify you of such changes, you no longer wish to participate in the Programme, we will cancel the Programme and issue you with a refund of any Programme Fees paid, provided that if we materially change the Programme, or Programme Description after the Programme has started and you wish to discontinue the Programme, we may retain a portion of Programme Fees that reflects services provided to you up to the date you terminate the Programme.

6.3 We may have to change the Programme timing or suspend the provision of a Programme to:

- (a) deal with technical problems or make minor technical changes; or
- (b) update the Programme to reflect changes in relevant laws and regulatory requirements.

6.4 We will use reasonable endeavours to contact you in advance to tell you we will be changing the Programme timing or suspending provision of your Programme under Clause 7.3. If our supply of a Programme, or the performance of any of our other obligations under this Agreement, is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If we have to suspend the Programme for longer than two months, either we or you may terminate this Agreement.

6.5 If you do not pay any part of the Programme Fees when due and you still do not make payment within seven days of us reminding you that payment is due, we may suspend the Programme until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the Programme. We will not suspend the Programme where you dispute the unpaid invoice. As well as suspending the Programme, we can also charge you interest on your overdue payments, pursuant to Clause 13.4.

7. DATA PROTECTION.

7.1 We will, in practice, hold a very limited amount of Personal Data on you, any Candidate(s) and any Customer Participants pursuant to this Agreement.

7.2 We hereby acknowledge and agree that we are a Controller in respect of the Personal Data held by us relating to any Candidate(s) and, therefore, subject to the requirements pursuant to all applicable Data Protection Laws in relation to such data.¹

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7.3 In respect of any Personal Data relating to any Customer Participant(s), you hereby acknowledge and agree that that you are a Controller in respect of such data held by you and you confirm that you remain authorised to transmit any such data to us (as applicable).

7.4 When Processing Shared Personal Data, each party shall:

- (a) Process Shared Personal Data in accordance with applicable Data Protection Laws;
- (b) only transfer the Shared Personal Data to a country outside of the European Economic Area or the United Kingdom (i) to a country recognised by the European Commission, or for transfers out of the United Kingdom, as providing an adequate level of protection for Personal Data, or (ii) where appropriate safeguards are in place in accordance with Data Protection Law;
- (c) take appropriate technical and organisational measures against unauthorised or unlawful Processing of Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data;
- (d) provide reasonable assistance to the other party if requested in relation to: (a) requests or complaints from Data Subjects in relation to the Shared Personal Data; (b) claims, complaints or allegations relating to the Processing of Shared Personal Data from any competent authority or third party; and (c) seeking consent from Data Subjects, as required under Data Protection Laws; and
- (e) notify the other party without undue delay of a Personal Data Breach affecting the other party.

7.5 For the purposes of this Agreement:

- (a) **"Shared Personal Data"** means any Personal Data Processed by you or us pursuant to or in connection with this Agreement.
- (b) **"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Processing"** shall each have the meaning given to it in the UK GDPR.
- (c) **"Data Protection Laws"** means all applicable legislation relating to data protection and privacy including without limitation the EU GDPR together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country including the GDPR as it forms part of the laws of the United Kingdom (the **"UK GDPR"**) and the UK Data Protection Act 2018, each as amended, repealed, consolidated or replaced from time to time.
- (d) **"EU GDPR"** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (together with the UK GDPR and to the extent each is applicable, the **"GDPR"**).

8. INTELLECTUAL PROPERTY RIGHTS

8.1 You hereby irrevocably acknowledge and agree that: (a) all right, title and interest (including Intellectual Property Rights) in and to the Programme and all Company Materials remain vested in us or our licensors and that you and your employees, contractors, agents or other personnel do not have any rights to the Programme or Company Materials other than as specifically set out in this Agreement; and (b) any Intellectual Property Rights or other rights arising out of or in connection with the Programme and all Company Materials, including but not limited to any improvements, updates, modifications or adaptations, will be owned by us.

8.2 Any Company Materials we provide to you are provided on an "as is" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted

by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in any Company Materials we provide to you or arising from any infringing, defamatory or otherwise unlawful material in the any Company Materials we provide to you. We accept no responsibility for any loss incurred from the use of any Company Materials we provide to you.

8.3 You may not sub-license, assign or otherwise transfer any or all of the rights or interests granted to you under this Agreement, including this Clause 9.

8.4 You will:

- (a) not sell, commercialise, copy, adapt, reverse engineer, modify, display, transmit, create derivative works of, or distribute the Programme or any Company Materials we provide to you except as expressly permitted pursuant to this Agreement;
- (b) on the expiration or termination of this Agreement for whatever reason, immediately cease all use of the Programme and Company Materials and our other Intellectual Property Rights, except to the extent expressly permitted otherwise under this Agreement.

8.5 You must:

- (a) notify us of any suspected infringement of our Intellectual Property Rights of which you become aware;
- (b) take such reasonable action as we shall direct, at our expense, in relation to any such infringement; and
- (c) compensate us for any use by you of the Programme or Company Materials or our other Intellectual Property Rights otherwise than in accordance with this Agreement.

8.6 You will not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to our trade marks or the reputation or goodwill associated with our trade marks, or that may invalidate or jeopardise any registration of our trade marks.

9. **CONFIDENTIALITY**

Each party ("**Receiving Party**") undertakes that it will not during the term of this Agreement or afterwards, disclose to any person any confidential information concerning the other party's ("**Disclosing Party**") business, affairs, customers, clients, suppliers or Intellectual Property Rights. You will not during the term of this Agreement or otherwise, disclose to any person any confidential information concerning the Programme or any Company Materials. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information in respect of the Disclosing Party's confidential information. A Receiving Party may disclose the Disclosing Party's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that the Receiving Party gives the Disclosing Party prior notice of the disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. A Receiving Party may only use the Disclosing Party's confidential information for the purpose of fulfilling the Receiving Party's obligations and exercising its rights under this Agreement.

10. **TERMINATION**

10.1 Either party may terminate this agreement and the provision of a programme at any time by writing to the other party if such other party has:

- (a) acted in a way that the terminating party reasonably believes will bring the terminating party into disrepute;

- (b) engaged, or the terminating party reasonably believes the other party has engaged, in any illegal, fraudulent, or abusive activity in connection with this Agreement or the provision or receipt of a Programme (as applicable); or
 - (c) or the terminating party reasonably believes the other party has infringed the terminating party's Intellectual Property Rights.
- 10.2 We may terminate this Agreement and the provision of a Programme at any time by writing to you if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Programme; or
 - (b) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of this Agreement for any reason or the expiry of the Programme Duration:
- (a) except to the extent expressly provided otherwise in this Agreement, all rights and licences granted to you pursuant to this Agreement will cease, and you will immediately cease all use of our Company Materials and Intellectual Property Rights; and
 - (b) you will immediately pay all amounts due and outstanding to us as at the date of termination; and
 - (c) you will, immediately return any of our confidential information, including any Company Materials in your or the Customer Participants' possession or control.
- 11.2 On termination or expiry of this Agreement for any reason, Clauses 9.2, 9.4, 9.5, 10, 12, 14 and 15 and any other clause that by its nature is intended to survive termination or expiry of the contract, will survive such termination or expiry.

12. PRICE AND PAYMENT

- 12.1 In consideration for the provision of the Programme, you will pay the Programme Fees to us.
- 12.2 All invoices issued by us must be paid in full within 30 days following the date of such invoice. If we have not received the Programme Fees or any other amounts due to us under this Agreement in full by the due date, we may suspend the Programme or terminate this Agreement and the Programme. We accept payment via (i) BACS; (ii) online via our payment portal (operated by Stripe); or (iii) a cheque made payable to 'Code First Girls Limited', provided you have sought prior approval from us to make payment by cheque. Payment by cheque will not be confirmed as received until the cheque has cleared and payment is received in our bank account.
- 12.3 All payments of Programme Fees must be made in GBP and are exclusive of VAT and other taxes where applicable, unless explicitly stated. Any currency conversion costs or other charges incurred in connection with the payment of Programme Fees are to be paid by you in addition to the Programme Fees. No deduction from the Programme Fees for such costs or charges will be made.
- 12.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

12.5 All amounts due from you to us under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding of any kind (except for any deduction or withholding of tax as required by law).

12.6 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. LIABILITY

13.1 To the fullest extent permitted by law, except as expressly provided otherwise in this Agreement, we exclude all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and we specifically disclaim all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality or of reasonable skill and care.

13.2 We are not liable under this Agreement for any indirect or consequential losses or for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill (in each case whether direct or indirect).

13.3 Subject to Clause 14.4, each party's respective total liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Programme Fees payable by you for the Programme in respect of which the relevant claim or claims arise.

13.4 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; or for any other liability which by law cannot be excluded or limited.

14. GENERAL

14.1 You acknowledge that CFG cannot guarantee that all Participants or prospective attendees of a Tech Taster or a Classroom will attend and engage with the Programme(s) and makes no warranty or representation as to the number of Participants or Attendees that will attend or successfully complete the Programme.

14.2 In performing its obligations under this Agreement, each party shall comply, in all material respects, with the Modern Slavery Act 2015 and the Bribery Act 2010.

1.1 Either party, with the prior written consent of the other party, may transfer its rights and obligations under this Agreement to another organisation

14.3 This Agreement constitutes the entire agreement between you and us in respect of its subject matter and supersedes and extinguishes all previous agreements, assurances, representations and undertakings between you and us, whether written or oral, relating to its subject matter.

14.4 A person who is not a party to the contract shall not have any rights under or in connection with it (including under the Contracts (Rights of Third Parties Act 1999).

14.5 Each of the provisions of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

14.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 14.7** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.8** This Agreement, the relationship between you and us and any non-contractual rights and the performance of the obligations in connection with this Agreement, shall be governed and construed in accordance with the laws of England and Wales and you and we irrevocably submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1 DEFINITIONS

- 1.1 **"Agreement Details"** means the details set out on the front page of this Agreement, describing, *inter alia*, the Programme(s) to be provided to the Participants.
- 1.2 **"Agreement"** means these terms and conditions, together with the Agreement Details and the Schedules.
- 1.3 **"CFG Participant"** has the meaning given to it in Clause 4.3.
- 1.4 **"Company Materials"** means all documents, information, items and materials in any form, whether owned by us or a third party, which are provided by us to you and the Participants in connection with this Agreement, including all trademarks, service marks, trade names, slogans, logos or other brands that appear on or in connection with any Programme; and (iii) all rights in presentations, documentation and materials published or otherwise made available as part of a Programme (including but not limited to any documentation packs or audio or audio-visual recording of a Programme and any advertisements or promotional materials from third parties).
- 1.5 **"Candidate"** means a potential candidate to attend a sponsored place on the Programme other than a Classroom and/or to be employed by you, to be evaluated by you following delivery of the relevant Profile by us to you.
- 1.6 **"Company"** has the meaning given to it in the Agreement Details.
- 1.7 **"Customer Participant"** means an employee, contractor or agent of you who has been enrolled in a Programme to be provided by us under this Agreement (as specified in the Agreement Details).
- 1.8 **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, registered and unregistered trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other registered and unregistered intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.9 **"Meeting"** has the meaning given to it in Clause 3.2.
- 1.10 **"Non-Qualified Candidate"** means a Candidate who is not a Qualified Candidate and who has been put forward by us to you pursuant to Clause 4.1 (including a Candidate who is in the process of completing a relevant Programme).
- 1.11 **"Participant"** means a CFG Participant and/or a Customer Participant (as the case may be).
- 1.12 **"Programme Description"** means the format and content of a Programme as detailed in Schedule 2 of the Agreement.
- 1.13 **"Programme Fees"** means the fees payable in respect of a Programme provided under this Agreement, as set out in the Agreement Details.
- 1.14 **"Programme(s)"** means an individual course or a series of courses run by us for the Participants pursuant to this Agreement as summarised in the relevant Programme Description(s) and as agreed (as applicable) to be refined, targeted and delivered during the Meeting.

- 1.15** “**Profile**” means a profile of the relevant Candidate(s) containing the information determined at the Meeting.
- 1.16** “**Programme Start Date**” means the start date in respect of a Programme, as set out in the Agreement Details.
- 1.17** “**Qualified Candidate**” means a Candidate who has already completed the relevant Programme(s) concerned and who has been put forward by us to you pursuant to Clause 4.1.
- 1.18** “**Qualified Hire**” has the meaning given in Clause 4.7.
- 1.19** “**VAT**” means value added tax or any equivalent tax chargeable in the UK or elsewhere.

SCHEDULE 2

Programme Description

CFGDegree

CFGDegrees are open by application and interview to high potential women who want to pursue a career pathway in Data, Software, Full-stack and new for 2023, Product Management. Candidates must have a class certification or equivalent, have passed an entry assessment and demonstrate a commitment to working with one of our partner companies.

- Screening, application criteria and interview
- Delivered virtually
- 16 week evening instructor led modules & assessment including:
- 9 weeks foundation (including 1 mini-break)
- 6 weeks specialisation (+1 week break)
- Selected interview prep and coaching
- Can be targeted by geography and/or demographic
- Branded certification

Link to latest curriculum:

https://docs.google.com/presentation/d/10Aocq4psTYX6EZx7pVsu9wUDgGRNultmej7gobt932E/edit#slide=id.g17d48fbcdac_0_634

Classrooms

Learners can choose from JavaScript, Python, Data & SQL, or C# in beginner-friendly Kickstarter Classes. Delivered online via a self-paced learning hub, the eight-module course can be completed flexibly within eight weeks. To earn certification, learners must pass quizzes and complete all lessons within the given timeframe. As classes are fully self-paced, learners can progress in their own time around their own schedule.

- 8 self-paced modules
- Recorded content with multiple-choice question quizzes
- By application only
- Can be targeted by geography and/or demographic group
- Branded certification

Link to latest curriculum:

https://docs.google.com/presentation/d/10Aocq4psTYX6EZx7pVsu9wUDgGRNultmej7gobt932E/edit#slide=id.g17d48fbcdac_0_634

Tech Taster (previously called Massive Open Online Courses, MOOCs)

Tech Tasters are designed in short segments to impart technical skills, confidence and tech career discovery. Tech Tasters cover introductory topics across core tech areas, career development and tech concepts. No coding or technology background is required, suitable for complete beginners

Sprints

- Self-paced, low-intensity course with high community participation
- Tailored themes to a brand/business
- Each course is made up of four (4) 1-hour sessions and four (4) x quiz modules
- No cap on learners and accessible to all
- Branding of sponsored courses and branded certification for all completions

Link to latest curriculum:

https://docs.google.com/presentation/d/10Aocq4psTYX6EZx7pVsu9wUDgGRNultmej7gobt932E/edit#slide=id.g17d48fbcdac_0_634

